

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

**June 19, 2014
3:00 PM**

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 contact the City Clerk, 893-7448, or call our TDD Number, 892-5259, at least 24 hours prior to the meeting and we will provide that service for you.

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.

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.

C. Consent Agenda (see attached)

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

E. Reports

1. Land Use & Transportation: (Councilmember Kennedy) (Oral)
 - (a) Pinellas Planning Council (PPC)
 - (b) Metropolitan Planning Organization (MPO) & Advisory Committee for Pinellas Transportation (ACPT); TBTMA (Tampa Bay Transportation Management Area); and MPO Action Committee
 - (c) Greenlight Pinellas
2. [Resolution finding that \\$142,000 is an amount sufficient to pay for the maintenance of the trail improvements of the SR 682 \(Pinellas Bayway\) Trail North Project \("Project"\) along the south side of 54th Avenue South from Pinellas Bayway Toll Plaza to the intersection of Pinellas Bayway \(State Road 682\) and the new Pinellas Bayway Bridge, over its useful life of fifteen \(15\) years; authorizing a supplemental appropriation in the amount of \\$142,000 from the unappropriated balance of the General Fund to fund future maintenance of the trail improvements 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 be considered encumbered for the useful life of the project with only authorized expenditures being for maintenance of the trail improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241;](#)

authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities of the Project in an amount not to exceed \$1,121,674; authorizing a supplemental appropriation in the amount of \$1,121,674 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004), resulting from these additional revenues, to the Bayway Trail North – Phase II Project (13639; approving a district seven Highway Maintenance Memorandum of Agreement (“MOA”) between the City and FDOT for mowing and other landscape maintenance with six feet of each side of the paved portion of this Trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years; authorizing the Mayor or his designee to execute the MOA; and provide an effective date. (FDOT Financial Project No. 424532 5 58/68 01) (Engineering Project No. 13018-112; Oracle No. 13639) [Revised language]

F. New Business

1. Requesting City Council to request Staff to include cool roof replacements in the new round of Land Development Regulation updates. (Councilmember Nurse)
2. Referring to the Public Services & Infrastructure Committee to work with Staff to create an ordinance that strengthens the LDRs to limit business encroachment into neighborhoods. (Councilmember Rice)
3. Referring to the Public Services & Infrastructure Committee to request Administration to provide an easily searchable update on the City’s website that informs the public of upcoming and pending fireworks events locations and times. (Councilmember Rice)
4. Referring to the Budget, Finance & Taxation Committee to use approximately \$75,000 of Weeki Wachee funds to purchase property adjacent to Pinellas Point Park. (Councilmember Kornell) (DELET)
5. Referring to the Budget, Finance & Taxation Committee to add a “Rubber Track Project” at Gibbs High School to the Weeki Wachee Project List. (Councilmember Newton)
6. Referring to the Budget, Finance & Taxation Committee for discussion Dome Industrial Pilot Project Area. (Councilmember Nurse)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee. (6/12/14)
 - (a) Resolution authorizing the Mayor or his designee to advertise the City’s draft FY 2014/15 Annual Action Plan and to execute all other documents necessary to effectuate this Resolution.
2. Public Services & Infrastructure Committee. (6/12/14)
3. Committee of the Whole - Weeki Wachee Fund Designation. (6/12/14)

H. Legal

1. Approval of a License Agreement with Deborah Clark, Pinellas County Supervisor of Elections, establishing a Supervisor of Elections branch office in the James Weldon Johnson Community Library for an absentee ballot drop off site for the County's Primary and General Elections.

2. [Lang Court Historic District - Request for a Rehearing](#)

I. Public Hearings and Quasi-Judicial Proceedings

Public Hearings - 4:00 PM

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

1. [Lease and Development Agreement with the Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation. ~ CLOSE PUBLIC HEARING & RECESS CITY COUNCIL MEETING & CONVENE CRA MEETING ~](#)

Public Hearing - 6:00 PM

2. [Confirming the preliminary assessment for Lot Clearing Number 1534.](#)
3. [Confirming the preliminary assessment for Building Securing Number 1189.](#)
4. [Confirming the preliminary assessment for Building Demolition Number 416.](#)
5. [Resolution adopting a 201 Facility Plan Document entitled "2014 Supplement to the 201 Facilities Plan Update" dated April 2014 as the planning document for the City's wastewater management system to be eligible for State Revolving Fund \(SRF\) low interest loans.](#)
 - (a) Authorizing the Mayor or his designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program to water reclamation facility improvements identified in the "2014 Supplement to the 201 Facilities Plan Update" dated April 2014 and to execute the requested loan agreement documents for an amount not to exceed \$50 million as provided for by the SRF, for projects estimated to cost of \$45.05 million and subject to the approval of the City Attorney and Director of Finance.
6. [Ordinance 1058-V approving a vacation of 7th Avenue South between 3rd Street South and 4th Street South; vacation of a 20-foot wide utility easement running north-south on the south side of 7th Avenue South between 3rd and 4th Streets South and a 30-foot wide utility easement running north-south on the north side of 7th Avenue South between 3rd Street South and 4th Street South. \(City File 13-33000014\)](#)
7. [Ordinance 115-H providing for the sale and consumption of alcoholic beverages in Lake Maggiore Park on October 4, 2014 and Elva Rouse Park on March 7, 2015.](#)
8. [Ordinance 116-H amending the text to St. Petersburg City Code, Chapter 16, Land Development Regulations \(LDRs\) Section 16.50.440 "Vending, Mobile Food Trucks" to formally recognize, classify and regulate mobile food trucks within the City Code. \(City File LDR-2013-05\)](#)

J. Open Forum

K. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
June 19, 2014

1. City Council convenes as Community Redevelopment Agency.
2. Resolution finding that 1) the disposition of Lot 1, Royal Poinciana Subdivision - Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution.
3. Adjourn Community Redevelopment Agency. ~ CONVENE CITY COUNCIL AND TAKE EXECUTIVE ACTION ON ITEM I-1 ~

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A June 19, 2014

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.

(Purchasing)

1. [Approving the purchase of replacement dump trucks, and water tankers for the Fleet Management Department from Navistar, Inc at a total cost of \\$1,212,109.](#)
2. [Awarding a contract to TruStar Energy, LLC in the amount of \\$816,099.70 for the Sanitation Department Compressed Natural Gas Fueling Station; approving a supplemental appropriation in the amount of \\$816,100 from the unappropriated balance of the Sanitation Equipment Replacement Fund \(4027\). \(Engineering Project No.12066-114; Oracle Project No.13809\)](#)
 - (a) Resolution extending the rental term of a portable self-contained CNG fueling station with TruStar Energy, LLC for the Sanitation Department at an estimated amount of \$228,000.

(Public Works)

3. [Approving a resolution rescinding \\$1,400,000 representing an unencumbered appropriation in the Neighborhood and Citywide Infrastructure Capital Improvement Fund \(3027\) for the Central Ave Bridge/Booker Creek Project \(13720\); approving a supplemental appropriation in the amount of \\$100,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund \(3027\), resulting from this rescission, to the 11th Ave South Bridge over Booker Creek Project \(TBD\); and approving a supplemental appropriation in the amount of \\$1,300,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund \(3027\), resulting from this rescission, to the M.L. King Street South Bridge over Booker Creek Project \(TBD\).](#)
4. [Authorizing the Mayor or his designee to execute a Utility Work Agreement \(“UWA”\) between the City of St. Petersburg and Condotte/De Moya JV, LLC \(“FIRM”\), who is under contract with the Florida Department of Transportation \(“FDOT”\) to design and build the Gandy Boulevard Limited Access Road Improvements, at an estimated cost of \\$1,700,000 for the required relocation of the City’s utilities in conflict with the FDOT’s Limited Access roadway, bridge and drainage improvements to Gandy Boulevard \(SR 694\) from I-275 to east of 4th Street North. FPID # 256931-2-52-01. \(Engineering Project No. 14069-111; Oracle Nos. 13853, 13854\)](#)
5. Resolution finding that \$142,000 is an amount sufficient to pay for the maintenance of the trail improvements of the SR 682 (Pinellas Bayway) Trail North Project (“Project”) along the south side of 54th Avenue South from Pinellas Bayway Toll Plaza to the intersection of Pinellas Bayway (State Road 682) and the new Pinellas Bayway Bridge, over its useful

life of fifteen (15) years; authorizing a supplemental appropriation in the amount of \$142,000 from the unappropriated balance of the General Fund to fund future maintenance of the trail improvements 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 be considered encumbered for the useful life of the project with only authorized expenditures being for maintenance of the trail improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities of the Project in an amount not to exceed \$1,121,674; authorizing a supplemental appropriation in the amount of \$1,121,674 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004), resulting from these additional revenues, to the Bayway Trail North – Phase II Project (13639; approving a district seven Highway Maintenance Memorandum of Agreement (“MOA”) between the City and FDOT for mowing and other landscape maintenance with six feet of each side of the paved portion of this Trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years; authorizing the Mayor or his designee to execute the MOA; and provide an effective date. (FDOT Financial Project No. 424532 5 58/68 01) (Engineering Project No. 13018-112; Oracle No. 13639) [MOVED to Reports as E-2]

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B June 19, 2014

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.

(Purchasing)

1. [Approving the purchase of replacement sport utility vehicles from Don Reid Ford, Inc. for the Fleet Management Department at a total cost of \\$421,760.](#)
2. [Approving the purchase of replacement pumps from Thompson Pump and Manufacturing Company, Inc., for the Fleet Management Department at a total cost of \\$289,664.](#)
3. [Awarding blanket purchase agreements to Jim and Slims Tool Supply, Inc., MGA Engineering Corp., Fastenal Company and Bert Lowe Supply Company for industrial supplies in an amount not to exceed \\$135,000.](#)
4. [Renewing blanket purchase agreements to Alba Cleaning, Inc. for custodial services at an estimated annual cost of \\$115,000.](#)
5. [Approving an Invitation for Bids \(“IFB”\) for the processing and marketing of single-stream, collected recyclable materials and requesting Administration to issue said IFB, and providing that this Resolution shall supersede Resolution 2014-75.](#)

(City Development)

6. [Authorizing the Mayor or his designee, to execute a First Amendment to License Agreement with Beach Drive Banquet, LLC, a Florida limited liability company, to extend its use of the North Yacht Basin and the surrounding areas known as Space No. EX500 \(“Premises”\) to rent and operate vessels for a period of one \(1\) year for a monthly base rent of \\$500.00, with the right to request use of the Premises for an additional term of one \(1\) year. \(Requires affirmative vote of at least six \(6\) members of City Council.\)](#)
7. [Authorizing the Mayor or his designee to execute a License Agreement with Pinellas Opportunity Council, Inc., a not-for-profit corporation, for use of ±512 sq. ft. of office space and classroom/lobby areas within City-owned Enoch Davis Center located at 1111 — 18th Avenue South, St. Petersburg, for a period of three \(3\) years, at a rental fee of \\$102.40 per month, plus \\$20.00 per month for telephone line access.](#)
8. [Approving the School Board of Pinellas County’s \(“School Board”\) request to add additional fencing to a portion of Parcel 1 of the Joint Operating Agreement between the City of St. Petersburg and the School Board for the use of a portion of City-owned Campbell Park.](#)

9. Authorizing the Mayor or his designee to execute an Agreement To Terminate Lease for the existing lease agreement dated December 24, 2008 between the City of St. Petersburg ("City") and VK, Inc., a Florida profit corporation, for the use of facilities located at 421 Eighth Avenue S.E., St. Petersburg ("Premises"), within Albert Whitted Airport; to execute a five (5) year Lease Agreement between the City and Aristiz, Inc. for use of the Premises to operate an aircraft upholstery fabrication and repair service. (Requires affirmative vote of at least six (6) members of City Council.)
10. Resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape for Urban Edge Apartment, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions; and providing an effective date.

(

(Public Works)

11. Authorizing the Mayor or his designee to execute an annual Master Agreement and up to three one-year renewal options between the City of St. Petersburg and Booth Design Group, Genesis, and URS Corporation Southern for Miscellaneous Landscape Architectural Services for roadway, parks, engineering, and other Capital Improvement Projects.

(Appointments)

12. Confirming the appointment of Dale J. Turk as a regular member to the Commission on Aging to fill an unexpired three-year ending December 31, 2016.
13. Reappointing Brian Wilder, Donald B. Keller and Jenny Armstrong as regular members to the Civil Service Board to serve three-year terms ending June 30, 2017.

(Miscellaneous)

14. Approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2012-2015 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$1,143,819 from the Florida Housing Finance Corporation ("FHFC") for FY 2014-2015 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; to submit the 2014-2015 SHIP Funding Strategies Summary Certification form to FHFC; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the SHIP Program; authorizing the Mayor or his designee to execute a grant agreement with the FHFC and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$1,143,819 from the increase in the unappropriated balance

of the SHIP Fund (1019), resulting in these additional revenues to the SHIP Program, Housing and Community Development Department (082) Housing Administration Division (1089).

15. Approving the minutes of April 3, April 10, and April 17, 2014 City Council meetings.
16. Rescinding the award of a contract to B.L. Smith General Contractors Inc. in the amount of \$125,395.12 for the Jordan School Classroom Building 2, Renovations project; and awarding a contract to Certus Builders, Inc. in the amount of \$128,350. (Engineering Project No. 11232-019; Oracle No.10960)
17. Approving a resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation (“FDOT”) SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City’s expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions.
18. Confirming the appointment of Ya La’Ford as a regular member to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2016.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Thursday, June 12, 2014, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, June 12, 2014, 9:15 a.m., Room 100

Committee of the Whole - Weeki Wachee Fund Designation

Thursday, June 12, 2014, 10:30 a.m., Room 100

CRA/Agenda Review & Administrative Updates

Thursday, June 12, 2014, 1:30 p.m., Room 100

City Council Meeting

Thursday, June 12, 2014, 3:00 p.m., Council Chamber

FY 2015 Public Budget Summit

Wednesday, June 18, 2014, Willis S. Johns Recreation Center, 6635 Dr. MLK Jr. St. N., 6:00 pm

Youth Services Committee

Thursday, June 19, 2014, 8:30 a.m., Room 100

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Arts Advisory Committee

1 Regular Member
(Term expires 9/30/14)

City Beautiful Commission

1 Regular Member
(Term expires 12/31/16)

Civil Service Board

3 Alternate Members
(Terms expire 6/30/14 & 6/30/16)

Code Enforcement Board

1 Alternate Member
(Term expires 12/31/16)

Commission on Aging

4 Regular Members
(Terms expire 12/31/14 & 12/31/16)

Public Arts Commission

2 Regular Members
(Terms expire 4/30/14 & 4/30/17)

Committee to Advocate for Persons with Impairments (CAPI)

1 Regular & 2 Alternate Members
(Terms expire 12/31/14 & 12/31/16)

Nuisance Abatement Board

2 Alternate Members
(Terms expire 8/31/14 & 11/30/14)

Community Planning & Preservation Commission

1 Regular Member
(Term expires 1/1/15)

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 variance application cases, the Applicant bears the burden of proof; in rezoning and Comprehensive Plan land use cases, the Owner bears the burden of proof except in cases initiated by the City Administration, in which event the City Administration 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 and/or Appellant. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. The Appellant shall speak before the Applicant. In connection with land use and zoning ordinances where the City is the applicant, the land owner(s) shall be given the time normally reserved for the Applicant/Appellant, unless the land owner is the Appellant.
 - 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.
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 speaker or of the appropriate representative of the party being cross examined. 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, 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, if different.

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

To: The Honorable William Dudley, Chair and Members of City Council

SUBJECT: Approving a Resolution finding that \$142,000 is an amount sufficient to pay for the maintenance of the trail improvements of the SR 682 (Pinellas Bayway) Trail North Project ("Project") along the south side of 54th Avenue South from Pinellas Bayway Toll Plaza to the intersection of Pinellas Bayway (State Road 682) and the new Pinellas Bayway Bridge, over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of \$142,000 from the unappropriated balance of the General Fund to fund future maintenance of the trail improvements 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 be considered encumbered for the useful life of the project with only authorized expenditures being for maintenance of the trail improvements of the Project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities of the Project in an amount not to exceed \$1,121,674; authorizing a supplemental appropriation in the amount of \$1,121,674 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004), resulting from these additional revenues, to the Bayway Trail North – Phase II Project (13639); approving a District Seven Highway Maintenance Memorandum of Agreement ("MOA") between the City and FDOT for mowing and other landscape maintenance within six feet of each side of the paved portion of this Trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years; authorizing the Mayor or his designee to execute the MOA; and providing an effective date. (FDOT Financial Project No. 424532 5 58/68 01) (Engineering Project No. 13018-112; Oracle No. 13639)

EXPLANATION: On June 21, 2012, the City Council approved a Local Agency Program (LAP) Agreement with the Florida Department of Transportation ("FDOT") for the design of the SR 682 (Pinellas Bayway) Trail – Phase II Project ("Project").

On July 9, 2012, the City entered into the Agreement which outlined terms and conditions incumbent upon both parties. The LAP Agreement provides \$290,000 in funding for design activities for the SR 682 (Pinellas Bayway) Trail – Phase II Project, connecting Phase I along 54th Avenue South from west of the toll booth to the intersection of Pinellas Bayway (State Road 682) and the new Pinellas Bayway Bridge.

On November 7, 2013, the City Council approved a Local Agency Program (LAP) Supplemental Agreement with the Florida Department of Transportation ("FDOT") for

the design cost increase of the SR 682 (Pinellas Bayway) Trail – Phase II Project (“Project”). The FDOT requested the project include additional design to include Intelligent Transportation Systems (ITS) conduit and pull boxes for a future signal interconnect system pertaining to the Pinellas Bayway Phase II ITS Device Deployment.

The LAP Agreement provides that the City will recoup from the FDOT all costs included in the original scope of work and any FDOT approved supplemental services. The design work and plans have been completed by consultant and City staff.

This new LAP Agreement provides grant funding in the amount of \$1,121,674 for construction of the Bayway Trail.

The purpose of this project is to construct 1.26 miles of 12-foot wide multi-use trail that will provide a trail for pedestrians and bicycles along the south side of 54th Avenue South at the Pinellas Bayway Toll Plaza, parallel to S.R. 682 (Pinellas Bayway) to the new Pinellas Bayway Bridge.

Construction is planned to begin in the fall of 2014 and be completed eight months later.

This project is developed under FDOT’s Local Agency Program (LAP). The City received LAP certification in August 2000 to provide design, bid/award, and construction oversight services for federally funded projects within the City limits. As indicated in the LAP Agreement, the estimated construction cost is \$1,121,674. Project costs related to construction by City staff for construction inspection activities will be borne initially by the City, and the City will recoup all related project costs from FDOT. The City is responsible for repairing and maintaining the improvements throughout the service life of the Project, estimated to be \$142,000 over a 15-year life span.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

In accordance with current FDOT policies, the FDOT has requested the City perform additional trail related maintenance requirements of the Bayway Trail including mowing six feet either side of the trail to supplement FDOT mowing cycles, chemical edging, litter pick up, and graffiti removal. The estimated annual cost to perform this work is \$15,067. These requirements will be included in a MOA and funded in the Parks and Recreation operating budget in FY15. The 15-year cost for this maintenance is \$226,000.

RECOMMENDATION: Administration recommends that City Council approve the attached Approving a Resolution finding that \$142,000 is an amount sufficient to pay for the maintenance of the trail improvements of the SR 682 (Pinellas Bayway) Trail North Project (“Project”) along the south side of 54th Avenue South from Pinellas Bayway Toll Plaza to the intersection of Pinellas Bayway (State Road 682) and the new Pinellas Bayway Bridge, over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of \$142,000 from the unappropriated balance of the General Fund to fund future maintenance of the trail improvements 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 be considered encumbered for the useful life of the project with only authorized expenditures being for maintenance of the trail improvements of the Project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities of the Project in an amount not to exceed \$1,121,674; authorizing a supplemental appropriation in the amount of \$1,121,674 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004), resulting from these additional revenues, to the Bayway Trail North – Phase II Project (13639); approving a District Seven Highway Maintenance Memorandum of Agreement ("MOA") between the City and FDOT for mowing and other landscape maintenance within six feet of each side of the paved portion of this Trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years; authorizing the Mayor or his designee to execute the MOA; and providing an effective date. (FDOT Financial Project No. 424532 5 58/68 01) (Engineering Project No. 13018-112; Oracle No. 13639)

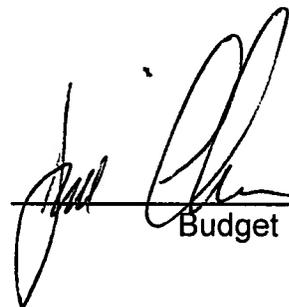
COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of \$1,121,674 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004) resulting from these additional revenues to the Bayway Trail North – Phase II Project (13639). Funds for repair and maintenance will be available after the approval of a supplemental appropriation in the amount of \$142,000 from the unappropriated balance of the General Fund (0001). The impact to the General Fund reserves for this appropriation will be approximately \$9,467 per year and will be included in the Stormwater, Pavement and Traffic Operations budget.

ATTACHMENTS: Resolution, Map

APPROVALS:



Administrative
TBG



Budget

RESOLUTION NO. 2014-_____

APPROVING A RESOLUTION FINDING THAT \$142,000 IS AN AMOUNT SUFFICIENT TO PAY FOR THE MAINTENANCE OF THE TRAIL IMPROVEMENTS OF THE SR 682 (PINELLAS BAYWAY) TRAIL NORTH PROJECT ("PROJECT") ALONG THE SOUTH SIDE OF 54TH AVENUE SOUTH FROM PINELLAS BAYWAY TOLL PLAZA TO THE INTERSECTION OF PINELLAS BAYWAY (STATE ROAD 682) AND THE NEW PINELLAS BAYWAY BRIDGE, OVER ITS USEFUL LIFE OF FIFTEEN (15) YEARS; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$142,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND TO FUND FUTURE MAINTENANCE OF THE TRAIL IMPROVEMENTS 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 BE CONSIDERED ENCUMBERED FOR THE USEFUL LIFE OF THE PROJECT WITH ONLY AUTHORIZED EXPENDITURES BEING FOR MAINTENANCE OF THE TRAIL IMPROVEMENTS OF THE PROJECT; FINDING THAT EXECUTION OF THE AGREEMENT SHALL NOT BE CONSIDERED AN UNLAWFUL ACT UNDER FLORIDA STATUTE §166.241; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND FDOT FOR PARTICIPATION BY FDOT IN THE CONSTRUCTION ACTIVITIES OF THE PROJECT IN AN AMOUNT NOT TO EXCEED \$1,121,674; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,121,674 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE BICYCLE/PEDESTRIAN SAFETY GRANTS CAPITAL PROJECTS FUND (3004), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE BAYWAY TRAIL NORTH - PHASE II PROJECT (13639); APPROVING A DISTRICT SEVEN HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT ("MOA") BETWEEN THE CITY AND FDOT FOR MOWING AND OTHER LANDSCAPE MAINTENANCE WITHIN SIX FEET OF EACH SIDE OF THE PAVED PORTION OF THIS TRAIL PROJECT AT A COST TO THE CITY NOT TO EXCEED \$15,067 ANNUALLY FOR THE TERM

OF THE MOA, WHICH IS FIFTEEN (15) YEARS;
AUTHORIZING THE MAYOR OR HIS DESIGNEE
TO EXECUTE THE MOA; AND PROVIDING AN
EFFECTIVE DATE. (FDOT FINANCIAL PROJECT
NO. 424532 5 58/68 01) (ENGINEERING
PROJECT NO. 13018-112; ORACLE NO. 13639)

WHEREAS, the State of Florida Department of Transportation ("FDOT") has agreed to participate in the construction activities of the SR 682 (Pinellas Bayway) Trail North Project ("Project"); and

WHEREAS, as a requirement for FDOT's participation in the Project, the City of St. Petersburg, Florida ("City") must enter into a Local Agency Program Agreement ("Agreement") setting forth the obligations of FDOT and the City; and

WHEREAS, the source of the funds to be provided to the City pursuant to the Agreement by FDOT is the federal government; and

WHEREAS, federal law governing the use of such funds requires FDOT to cause a project built with such funds to be maintained for the useful life of the project; and

WHEREAS, the Agreement requires the City to maintain the improvements of the Project for its useful life; and

WHEREAS, Florida Statute §166.241 provides that "...it is unlawful for any officer of a municipal government to expend or contract for expenditures in any fiscal year except in pursuance of budgeted appropriations"; and

WHEREAS, the City's professional staff has advised City Council that in its professional opinion the maintenance of the trail improvements of the Project for its useful life of fifteen (15) years will cost \$142,000; and

WHEREAS, City Council finds that \$142,000 is an amount sufficient to pay for the maintenance of the trail improvements of the Project over its useful life; and

WHEREAS, the City and FDOT also desire to enter into a Maintenance Memorandum of Agreement for the mowing and other landscape maintenance within six feet of each side of the paved portion of this trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that \$142,000 is an amount sufficient to pay for maintenance of the SR 682 (Pinellas Bayway) Trail North Project ("Project") improvements over its useful life of fifteen (15) years.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund for FY14:

<u>General Fund (0001)</u>	
Stormwater and Traffic Operations Department	
Traffic Division (400-1257)	\$142,000

BE IT FURTHER RESOLVED that the appropriation for the maintenance of the improvements shall be committed within the General Fund balance which will carry forward from year to year and shall be considered encumbered for the useful life of the Project with the only authorized expenditures from that commitment being for maintenance of the trail improvements of the Project.

BE IT FURTHER RESOLVED that at the end of the useful life of the Project any funds remaining in the operating project for maintenance of the trail improvements shall be returned to the City's General Fund.

BE IT FURTHER RESOLVED that this Council finds that because sufficient funds have been appropriated and committed within the General Fund balance to fund the maintenance of the trail improvements of the Project for its useful life, it shall not be considered an unlawful act under Florida Statute §166.241 for the Mayor or his designee to execute the Local Agency Program Agreement ("Agreement"), between the State of Florida Department of Transportation ("FDOT") and the City of St. Petersburg ("City") for participation by FDOT in the construction activities of the Project.

BE IT FURTHER RESOLVED by this Council that the Agreement between the FDOT and the City for participation by FDOT in the construction activities of the Project in an amount not to exceed \$1,121,674 is hereby approved and that the Mayor or his designee is authorized to execute the Agreement.

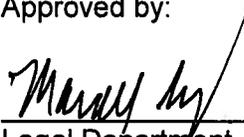
BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004), resulting from these additional revenues, the following supplemental appropriation for FY14:

<u>Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004)</u>	
FDOT-LAP – Bayway Trail North – Phase II Project (13639)	\$1,121,674

BE IT FURTHER RESOLVED that a District Seven Highway Maintenance Memorandum of Agreement ("MOA") between the City and FDOT for mowing and other landscape maintenance within six feet of each side of the paved portion of this trail Project at a cost to the City not to exceed \$15,067 annually for the term of the MOA which is fifteen (15) years, is hereby approved and the Mayor or his designee is authorized to execute the MOA.

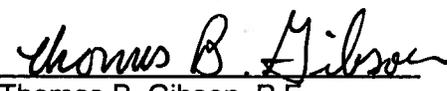
This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

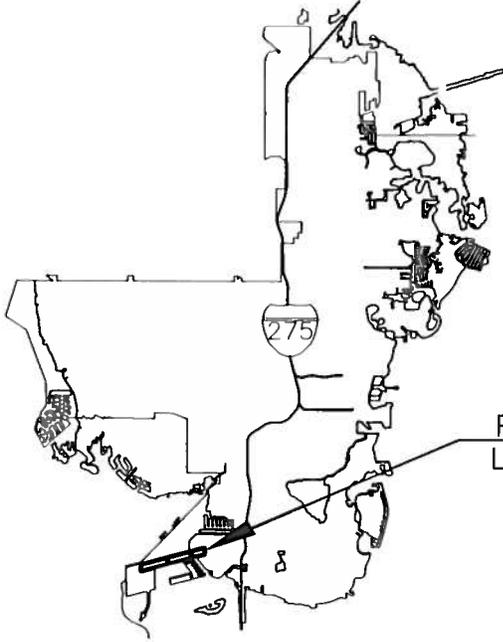
Approved by:



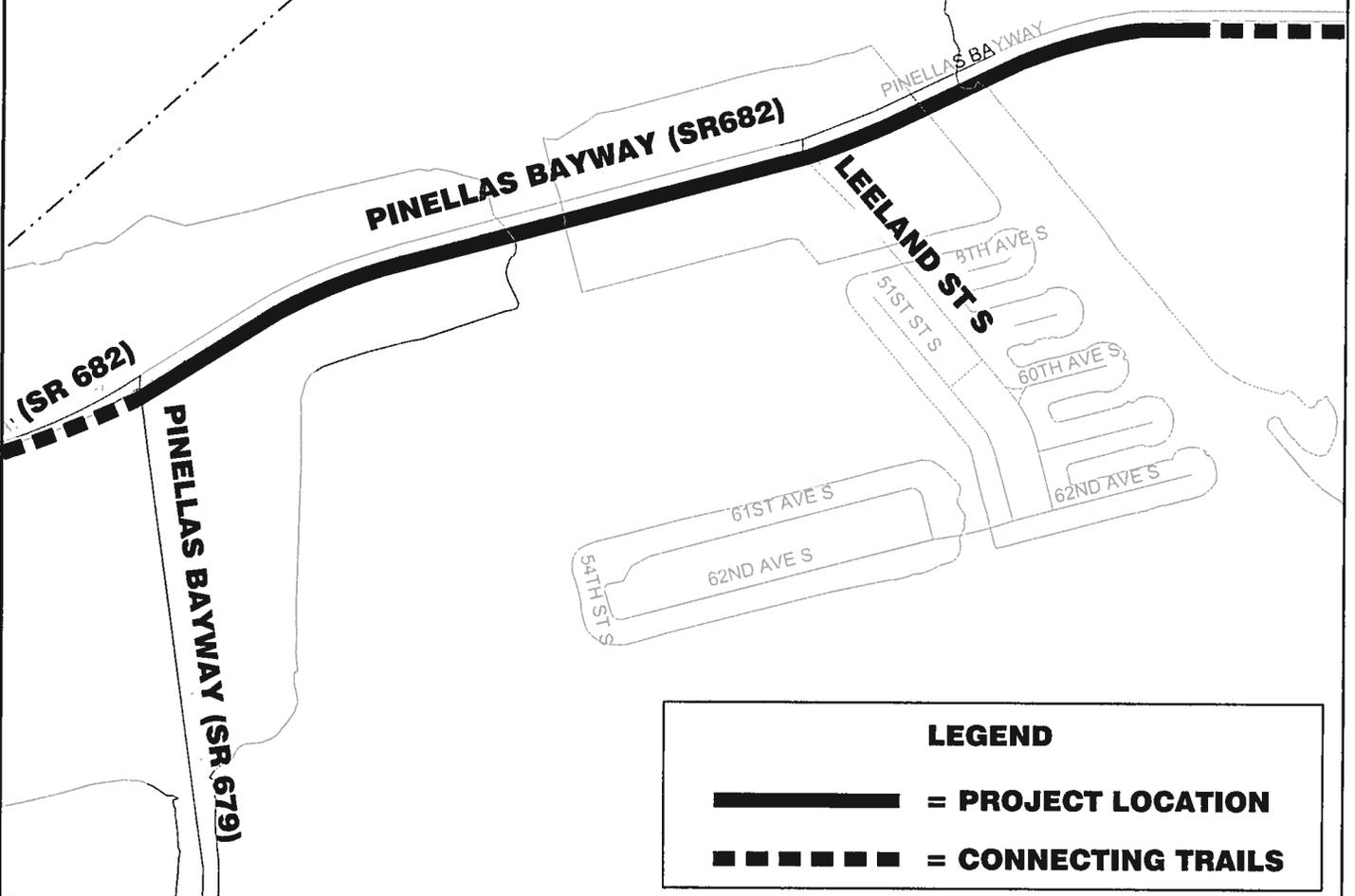
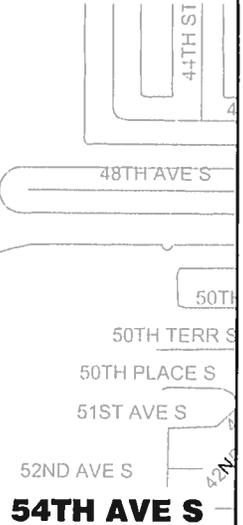
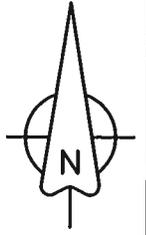
Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director



Tom Greene
Budget Director



PROJECT
LOCATION



LEGEND

= **PROJECT LOCATION**
 = **CONNECTING TRAILS**

S:\City Council_8x11_Maps\13018-112 Bayway Trail.dwg 11/30/2004 04:20:01 PM EST



ENGINEERING & CAPITAL
IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG

BAYWAY TRAIL NORTH
Project No. 13018-112

DATE:	03/14
SCALE:	NTS
DRAWING No.	

MEMORANDUM

TO: The Honorable William H. Dudley, Chair, and Members of City Council

DATE: June 12, 2014

SUBJECT: Maintenance of the Trail Improvements of SR 682 (Pinellas Bayway),
Report Item E-2

Please note that the backup material distributed with Adds/Deletes for Consent Item CA-5, subsequently moved to Reports, stands as is for the June 19, 2014 City Council meeting. There is no intention to distribute updated information as indicated at Agenda Review.

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: June 3, 2014

COUNCIL DATE: June 19, 2014

RE: *Cool Roof Replacements*

ACTION DESIRED:

Respectfully request that City Council ask the Planning Department staff to include cool roof replacements in the next round of Land Development Regulation updates.

RATIONALE:

One of the easiest ways to lower the temperature inside a building is to have a roof color that reflects much of the heat. A number of cities across the country have moved to require new roofs or replacement roofs to be a lighter color. There is no additional cost for the roof while providing savings to the occupant over the life of the roof. In addition, it reduces the heat island impact in heavily urbanized areas like St. Petersburg.

Additional information is attached.

Karl Nurse, Council Member
District 6

COOL RETROSPECTIVE

Cool Surfaces in the News: 2013

The Global Cool Cities Alliance keeps a comprehensive list of media covering cool roofs, cool pavements, and a wide range of urban heat island-related issues. Periodically, we will highlight trending topics in a feature we call *Cool Retrospective*. For our inaugural issue, we look back at 2013.

2013 saw a number of cities make huge strides in mitigating the impacts of excess urban heat by adopting new cool surface policies. New studies identified the economic advantages of cool roofing and highlighted other critical benefits of reducing urban heat islands to health and to addressing environmental and social justice issues. Overall, awareness of the [cool roofing opportunity](#) continues to grow. (1)

Cities Getting Serious About UHI Mitigation

Los Angeles, CA [passed a law](#) requiring [cool](#) residential roofs – the first of its kind in the U.S. The law passed city council unanimously, in part due to The LA Department of Water and Power's newly enhanced cool roof [rebate program](#). (2, 3, 4)



Credit: Shutterstock

Comparing the Economics of Roof Options

A number of outlets (including [Sustainable Business](#) and [Durability and Design](#)) covered a new study by Lawrence Berkeley National Lab. (32, 33)

Cool Surfaces as a Means to Environmental and Social Justice

New [research](#) highlights how vulnerable poor and minority communities are to heat. Cities such as [Toronto](#) and [Washington, DC](#) have identified opportunities to improve environmental and social justice by mitigating their urban heat islands. (27, 28, 29)

Sharing the Facts on Cool Roofs and Pavements

[GCCA responds](#) to a literature review of urban heat islands and cool surfaces with a point by point rebuttal. (34)

GCCA [issues an update](#) on the redevelopment and validation process for the Roof Savings Calculator. (35)

GCCA explains the link between [cool roofs and global cooling](#). (36)

GCCA explains how [cool roofs can work](#), even in cool climates. (37)

A [Baltimore foundation](#) lays out case for cooler roofs, and the city responds with [dedicated funding](#) for vulnerable populations. GCCA's Kurt Shickman explains why this is important [here](#) and [here](#). (5, 6, 7, 8)

Dr. Catherine Hunt discusses the [white roofs program](#) in Philadelphia. (9)

[Hermosa Beach, CA](#) adopts building code that goes above state code by requiring cool roofs when re-roofing at least 50% of the building. (10)

[Pittsburgh](#) launches a new volunteer [cool roofs initiative](#) to apply reflective coatings to the roofs of city-owned buildings. (11, 12)

[Research](#) shows that when it comes to urban heat, [Louisville is hardest hit](#) among America's 50 largest cities. (13, 14)

It's hot in [New York](#), but [NYC Cool Roofs](#) has cooled 5.7 million+ square feet of roofs so far. (15, 16)

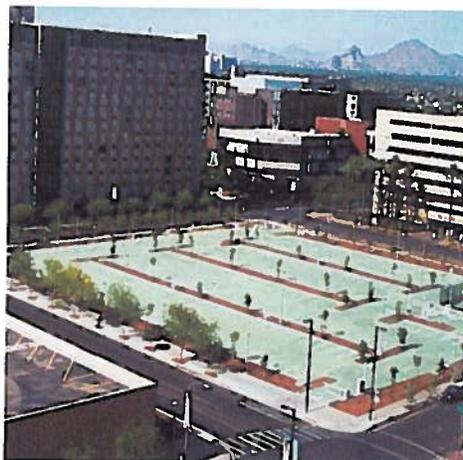
Toronto finds that excess heat hits its [most disadvantaged](#) citizens the hardest, and the city's [EcoRoof](#) program [gets new funding](#). (17, 18, 19)

[Melbourne](#), Australia is promoting cool roofs through the city's [1200 Building Projects](#) initiative / [Sustainable Melbourne Fund](#), which aims to retrofit two thirds of the municipality's commercial stock. (20, 21, 22)

The Intelligent Energy Europe program of the European Union (EU) put out this [informative video](#), explaining the work of the EU's Cool Roofs project. (23)

Awareness of Cool Pavement Grows

A number of helpful [primers](#) were released this year to better understand the [science, materials, and impacts](#) of cool pavements. (30, 31)



Credit: Emerald Cities

[Cities and UHI Mitigation Continued](#) Japan, Malaysia, India, Hong Kong and Singapore are [conducting research](#) on the benefits of cool roofs. (24)

The awareness of the importance of sustainable and efficient roof choices is growing worldwide, particularly in places like [India](#), [Mexico](#), and [South Africa](#), where millions of new buildings will be built over the coming years. (25, 26)



Credit: LBNL

COUNCIL AGENDA NEW BUSINESS ITEM

TO: **The Honorable Members of City Council**

DATE: **June 11, 2014**

COUNCIL DATE: **June 19, 2014**

RE: ***Referral to the Public Services & Infrastructure (PS&I) Committee
Strengthening LDRs to Limit Business Encroachment into
Neighborhoods***

ACTION DESIRED:

Respectfully requesting a referral to the PS&I Committee to work with staff to create an ordinance that strengthens the LDRs by denying specific types of variance applications. This proposed ordinance would greatly limit and/or outright prohibit approval for specific variances proposed for commercial elements (such as a parking lot) that crosses an alleyway to cut right into the middle of residential housing blocks, thereby creating an abrupt intrusion of a surface area parking lot or commercial element into a residential street.

RATIONAL:

As the economy improves, development is rebounding at a healthy and robust pace. However, along neighborhood business corridors, there is renewed pressure to shoehorn parking lots and commercial buildings into adjacent neighborhoods. This is a longstanding and familiar conflict, so much so that it has been addressed adequately with a large degree of foresight and thoughtfulness in the Vision 2020 process. The Vision 2020 plan continues to be a highly praised effort of cooperative spirit and improved framework for planning, and rightly so.

The solution is to dispel the aura of easy to get variances by strengthening the LDRs which serve to keep our neighborhoods intact. This solution also saves taxpayer money by heading off egregious and frequent variance requests at the pass, saving taxpayer money and valuable time that is used to process numerous variance requests. This also discourages the tendency to “plan by variance” that the City seeks to avoid.

Darden Rice, Council Member
District 4

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: The Honorable Members of City Council

DATE: June 11, 2014

COUNCIL DATE: June 19, 2014

**RE: *Referral to the Public Services & Infrastructure (PS&I) Committee
Notice of Fireworks Shows on City Website***

ACTION DESIRED:

Respectfully requesting a referral to the PS&I Committee asking Administration to provide an easily searchable update on the City website that informs the public of upcoming and pending fireworks events locations and times.

RATIONAL:

It is truly positive that there is so much to celebrate in our city. Fireworks are fun and festive, and sometimes unexpected if such events take place outside a holiday associated with such fanfare. A simple notice of such events is a courtesy to the thousands of residents who live nearby downtown, some of whom are responsible dog owners who need to secure anxious pets in the event of disruptive noise caused by fireworks shows.

Darden Rice, Council Member
District 4

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **June 12, 2014**

COUNCIL DATE: **June 19, 2014**

RE: ***Referral to the Budget, Finance & Taxation Committee***

ACTION DESIRED:

Respectfully request a referral to the BF&T Committee to use approximately \$75,000 of Weeki Wachee funds to purchase property adjacent to Pinellas Point Park.

Steve Kornell, Vice Chair
District 5

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: June 12, 2014

COUNCIL DATE: June 19, 2014

RE: *Referral to the Budget, Finance & Taxation Committee*

ACTION DESIRED:

Respectfully request a referral to the BF&T Committee to add a "Rubber Track Project" at Gibbs High School to the Weeki Wachee Project List.

Wengay Newton, Council Member
District 7

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **June 12, 2014**

COUNCIL DATE: **June 19, 2014**

RE: ***Dome Industrial Pilot Project Area***

ACTION DESIRED:

Respectfully requesting City Council refer this item to the Budget, Finance & Taxation Committee for discussion of what we have learned from our efforts, what strategies should be considered to improve the chances of converting this land into a source of growing jobs and what needs to be done to the land to attract businesses to the Dome Industrial Area. This may have ordinance and/or budget impacts in future years.

RATIONALE:

The City has assembled a considerable amount of land west of 22nd Street South, starting at 5th Avenue South, known as the Dome Industrial Area for over 15 years for the purpose of industrial development. Federal funds were used to purchase this land and with that come a series of requirements for job generation. The City has attempted to bring a series of very large companies to this area and had a number of near misses. The hope is to take the opportunity of an improving economy to attract some companies to the dome district within a year.

Karl Nurse
Council Member

ST. PETERSBURG CITY COUNCIL BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report for June 12, 2014

Members & Alternate: Budget, Finance & Taxation Committee: Chair James R. “Jim” Kennedy, Jr.; Vice-Chair Charles Gerdes; Karl Nurse; Amy Foster and William Dudley (alternate).

Support Staff Linda Livingston, Accountant III, Finance Department
John Armbruster, Personnel Analyst III, Human Resources

Call to Order
Approval of Agenda-Approved

1. New / Deferred Business

a. Discussion for use of Tourist Development Tax

Dave Metz, Interim Administrator, City Development Administration, continued the discussion from the 5/22/14 BF&T Committee Meeting regarding the use of Tourist Development Tax. Per Councilmember Kornell's request, there was a discussion on marketing for the arts. Mr. Metz provided the committee with information from Visit St. Petersburg/Clearwater on the current level of media funding for the arts. Mr. Metz pointed out that the city is in the process of setting priorities and that arts, culture and sports are among the projects being considered and that there is also interest for the funds from the private community. A meeting will be scheduled between tourism staff and the Mayor. Committee Chair Kennedy asked that use of the Tourism Development Tax be kept on the referral list for further discussion in 4 to 6 weeks.

b. Authorization to Publish Annual Action Plan for 30 Day Comment Period

Joshua Johnson, Director, Housing and Community Development, discussed an authorization to publish the Annual Action Plan for a 30 day comment period. He provided the committee with a copy of the resolution, a draft of the FY 2014/15 Annual Action Plan and the FY 2014/15 Consolidated Plan Budget. The Consolidated Plan is prepared once every five years and provides a blueprint for how the City will address housing and community development needs over a five-year period. The City then prepares an Annual Action Plan and budget each year. Councilmember Gerdes made a motion to approve the authorization to publish the Annual Action Plan for a 30 Day Comment Period. The motion passed.

c. 2nd Quarter Grants Report

Shrimatee Ojah Maharaj, Grants, Budget and Management, gave a presentation on the FY 2014 Q2 Grants and provided the committee with a report of Grants Awarded for the quarter and a chart of the Number and Total Amount of Grants and External Funding Awarded. She expressed that the goal of the grants working group is to enhance the city's budget by optimizing grant funding while maintaining compliance (i.e. no material grant audit findings) with all grants received. She also discussed strategies and approaches to obtain the goals. In addition, she discussed the grants landscape, partnerships/collaborations, major upcoming opportunities and regulatory changes.

2. Continued Business / Deferred Business - None

3. Upcoming Meetings Agenda Tentative Issues

1. July 17, 2014

- a. Status of Proposed Investment: Water Stabilization Fund (Fritz)
- b. Debt Refunder Opportunity (Fritz)
- c. Procurement Code Follow-up (Moore)

2. July 31, 2014

- a. 3rd Quarter Financial and Budget Report (Fritz/Greene)

4. Adjournment – Meeting adjourned at 9:18 a.m.

Public Services & Infrastructure Committee

Meeting of June 12, 2014 – 9:15 a.m.

City Hall, Room 100

PRESENT: Committee Chair Bill Dudley; Vice-Chair Steve Kornell; Council Members: Wengay Newton, Darden Rice, James Kennedy (alternate)

ALSO: Council members Charlie Gerdes, Amy Foster, Karl Nurse; Support Staff: Brian Campbell primary staff support; Blaise Mazzola, backup staff support; Evan Mory, Cheryl Stacks, Mike Frederick of the Transportation Department, Lt. Wyatt of the Police Department.

Others Present:

A. Call to Order and Roll Call – 9:26 A.M.

B. Approval of Agenda 4-0

C. Approval of Minutes

D. Minutes of May 8, 2014 4-0

E. New Business

1. June 12, 2014

a. Improving Traffic Safety Mory/Frederick

- i) Mr. Evan Mory introduced the city staff present, Cheryl Stacks, Mike Frederick of the Transportation Department, Lt. Wyatt of the Police Department.
- ii) Mike Frederick of the Transportation Department presented the multifaceted approach the City is using to address traffic safety.
- iii) Cheryl Stacks of the Transportation Department presented the aligning traffic safety efforts of the city
 - (1) Option 1: Maintain current strategies and efforts
 - (2) Option 2: Maintain current strategies and efforts with increased efforts toward bicycle safety
 - (3) Option 3: Maintain current strategies and efforts with increased Complete Streets concept
 - (4) Option 4: Enhance current efforts with comprehensive safety plan.

iv) Committee and Staff Discussion

- (1) Mr. Kennedy: Requested further explanation of bike lanes. Evan Mory responded that more bike trails are planned based upon federal funding receipts. Cheryl Stacks suggested buffering by medians and further investigation of options such as a separate trail opportunities and working with the MPO and FDOT. We need to get the projects on the MPO list. Protected crossing review, the Additional vs significant additional monies – no figures available at this time.
- (2) Staff will report back with more details of each option including any additional resources or redirection of staff.

b. Pedestrian Safety Mory/Stacks

i) Colorized and Artistic Crosswalks/Intersection Markings

- (1) Councilmember Foster recapped her referral.
- (2) Evan Mory described the application and benefits of application. Future coordination of this application should be coordinated through Elizabeth Brincklow Office of Cultural Affairs.

F. Next Meetings

1. July 17, 2014

a. TBD

G. Meeting Adjourned at 10:29 A.M.

St. Petersburg City Council

Committee of the Whole Meeting

Thursday, June 12, 2014

Present: City Council Chair William Dudley, Councilmembers Charles Gerdes, James R. Kennedy, Darden Rice, Steven Kornell, Karl Nurse, Wengay M. Newton, Sr. and Amy Foster.

Also: Mayor Rick Kriseman, City Attorney, John Wolfe; Chief Assistant City Attorney, Mark Winn; City Administrator, Gary Cornwell; Leisure Services Administrator, Sherry McBee; Parks Director, Mike Jefferis; Public Works Administrator, Michael Connors; City Architect, Raul Quintana; Golf Course Director, Jeff Hollis; Executive Director First Tee, Rick Waltman; Deputy City Clerk, Cathy E. Davis and other members of the public.

ACTION TAKEN REPORT

Twin Brooks Golf Course Renovation Project

Action: The committee unanimously approved the Twin Brooks Golf Course Renovation Project with the inclusion of \$100,000 for Additional Options Upgrade Sustainable Features for a total of \$1,464,500.

The committee also agreed unanimously to request that the Finance Staff designate the \$1,464,500 and move the funds out of the equity bonds to a CD or Money Market where the principle is not at risk and that this additional action be included in the resolution and reported upon at the June 19th City Council Meeting.

Rahall Property

Action: In connection with the Rahall Property there was no action taken by the committee. (Voted upon unanimously by the committee).

In connection with discussion concerning the Weekie Wachee queue, the following motions were unanimously approved by the committee:

- To convene a Committee of the Whole in eight (8) weeks to review and discuss all projects in the Weekie Wachee queue and to ask City Council Administrative Officer to put together a process and criteria for projects in the weekie wachee queue.
- Request that the Mayor, within the next thirty (30) days, have a discussion with the County to review the Interlocal Agreement for penny money in connection with environmental land acquisition for the Adams property to see if monies could be used for the Rahall property.

MEMORANDUM

TO: The Honorable Bill Dudley, Chair, and Members of City Council
FROM: Macall Dyer, Assistant City Attorney
DATE: Meeting of June 19, 2014, 2014
RE: License Agreement with Deborah Clark, Supervisor of Elections

The City of St. Petersburg, Florida ("City"), and Deborah Clark, Supervisor of Elections, Pinellas County ("Supervisor"), wish to enter into a license agreement for the Supervisor to use an area to be mutually agreed upon by the parties in the James Weldon Johnson Community Library to establish a Supervisor of Elections branch office for an absentee ballot drop off site for Florida primary election in August 2014 and general election in November 2014.

The Supervisor has agreed to the terms and conditions in the license agreement, which will commence on August 11, 2014 and terminate on November 4, 2014. The Supervisor will pay the City one hundred dollars (\$100) to use an area in the Library for the purpose stated above.

This branch office will be opened on the days and during the hours set forth below:

August Primary Election - 2014

August 11 – August 25, 2014
Monday – Friday, 10 a.m. – 4 p.m.
Saturday, Noon – 4 p.m.
August 26 (Election Day), 10 a.m. – 7 p.m.

November General Election – 2014

October 20 – November 3, 2014
Monday – Friday, 10 a.m. – 4 p.m.
Saturday, Noon – 4 p.m.
November 4 (Election Day), 10 a.m. – 7 p.m.

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DEBORAH CLARK, SUPERVISOR OF ELECTIONS PINELLAS COUNTY ("SUPERVISOR"), FOR THE SUPERVISOR TO USE A MUTUALLY AGREED UPON AREA IN THE JAMES WELDON JOHNSON COMMUNITY LIBRARY TO ESTABLISH A BRANCH OFFICE FOR AN ABSENTEE BALLOT DROP OFF SITE FOR THE FLORIDA PRIMARY ELECTION IN AUGUST 2014 AND THE GENERAL ELECTION IN NOVEMBER 2014; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") owns the James Weldon Johnson Community Library ("Library") located at 1059 18th Avenue South, St. Petersburg, Florida; and

WHEREAS, Deborah Clark, Supervisor of Elections, Pinellas County ("Supervisor") has requested to use an area in the Library to establish a branch office for an absentee ballot drop off site for the Florida primary election in August 2014 and general election in November 2014; and

WHEREAS, the City and the Supervisor wish to enter into a license agreement for the Supervisor to use of an area to be mutually agreed upon by the parties in the Library to establish a Supervisor of Elections branch office for an absentee ballot drop off site for Florida primary election in August 2014 and general election in November 2014; and

WHEREAS, the Supervisor has agreed to the terms and conditions contained in the license agreement, which shall commence on August 11, 2014 and terminate on November 4, 2014.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a license agreement between the City of St. Petersburg, Florida and Deborah Clark, Supervisor of Elections, Pinellas County ("Supervisor"), for the Supervisor to use a mutually agreed upon area in the James Weldon Johnson Community Library to establish a branch office for an absentee ballot drop off site for the Florida primary election in 2014 and the general election in November 2014 is hereby approved and the Mayor or his designee is authorized to execute the License Agreement.

This Resolution shall become effective immediately upon its adoption.

Approval:

City Attorney (Designee)

MEMORANDUM

TO: The Honorable Chair and City Council Members

FROM: Mark A. Winn, Chief Assistant City Attorney

DATE: June 17, 2014

RE: Lang Court Historic District - Request for a Rehearing

=====

On June 5, 2014 City Council heard evidence concerning a quasi-judicial application to consider the designation of Lang Court as an historic district. Due to a misunderstanding in communications with City staff, the representative of one of the property owners of a property to be designated, left the Council Chambers before the hearing began and did not return until after the hearing. The owner objected to the designation and had testimony as to why his property should not have been included in the historic district. At the hearing City Council voted to designate the historic district.

City Council allowed the representative to speak to the issue later in the meeting when he returned but chose to take no action to reconsider the historic designation of Lang Court or the inclusion of his property. Joseph Russo and Carolyn Vogel-Russo are the representatives of the property owner, Paul Russo, and have filed a request for a rehearing which will be heard on Thursday, June 19.

The only thing before City Council this Thursday is whether or not City Council should schedule a rehearing of the designation of Lang Court as an historic district. If City Council approves of a rehearing, that rehearing will be scheduled for a date later this summer.

At the rehearing, later this summer, the City staff, the applicant, the property owner requesting the rehearing and members of the public will be able to attend and speak. After hearing any additional testimony, evidence and any additional argument from the parties, City Council could reapprove the historic designation, deny the historic designation, or modify the boundaries of the historic designation and approve the modified boundaries.

If you have any questions, please feel free to contact me.



Mark A. Winn

c: John C. Wolfe
Michael Dema

Gary Cornwell
Derek Kilborn

Dave Goodwin

00197179

**A RESOLUTION APPROVING A REQUEST
FOR A REHEARING OF THE DESIGNATION
OF LANG COURT AS AN HISTORIC
DISTRICT; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, on June 5, 2014 City Council heard evidence and testimony in a quasi-judicial hearing and designated Lang Court as an historic district; and

WHEREAS, one of the owners of property within the designated historic district objected to the inclusion of his property in that designation and has requested a rehearing before City Council; and

WHEREAS, due to a miscommunication with staff, the representative of the owner was not present at the hearing; and

WHEREAS, City Council has heard the request to schedule a rehearing and allowed the owner/representative to present to City Council his reasons for requesting a rehearing.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the request for a rehearing is approved.

BE IT FURTHER RESOLVED that the City staff shall schedule the rehearing for a date that is mutually agreeable to the applicant, City staff and the requestor of the rehearing.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:



City Attorney (designee)

A RESOLUTION DENYING A REQUEST FOR A REHEARING OF THE DESIGNATION OF LANG COURT AS AN HISTORIC DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 5, 2014 City Council heard evidence and testimony in a quasi-judicial hearing and designated Lang Court as an historic district; and

WHEREAS, one of the owners of property within the designated historic district objected to the inclusion of his property in that that designation and has requested a rehearing before City Council; and

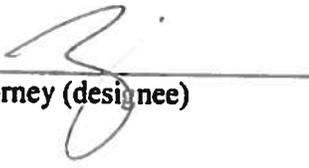
WHEREAS, due to a miscommunication with staff, the representative of the owner was not present at the hearing; and

WHEREAS, City Council has heard the request to schedule a rehearing and allowed the owner/representative to present to City Council his reasons for requesting a rehearing.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the request for a rehearing is denied and the designation of Lang Court as an historic district is in full force and effect as if this request had never been made.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:



City Attorney (designee)



P. O. Box 838
St. Petersburg, FL 33731
info@st.petepreservation.org

727/824-7802
www.stpetepreservation.org

June 17, 2014

Re: Property at 335 Lang Court and Request for "Rehearing" of Lang's Bungalow Court Historic Designation by Carolyn Vogel Russo

Chairman Bill Dudley and Councilmembers
City Hall
Delivered by email: council@stpete.org

Chairman Dudley and Councilmembers:

It is my understanding that council may consider acting Thursday on the letter from Carolyn Vogel Russo, treating such as a request for rehearing of the decision to designate Lang's Bungalow Court as a landmark historic district. While the situation described by the Vogel family is unfortunate, the code does not provide authority for them to request a rehearing and, of more significance, we believe a decision to modify the historic district would not bring them the relief they are seeking (sale of their property to the Free Clinic for the construction of a parking lot).

Contrary to the assertions of the Vogels and as testified to by city preservation staff at the landmark hearing, their property is an important contributing structure to the historic district. I think we all agree neither an abandoned building nor a vacant lot are beneficial to the neighborhood. Thus, St. Petersburg Preservation shares a common interest with the Vogels to find a new owner for the property who will use the property in a manner beneficial for the neighborhood.

From previous conversations with the Free Clinic, it is our understanding the Free Clinic desires to expand their parking capacity and had considered using 335 Lang Court for construction of a new parking lot. We were told the Free Clinic entered into a contract to purchase the property but never closed on the contract. Both St. Petersburg Preservation and a majority of the residents of Lang's Bungalow Court voiced concerns and objections to the Free Clinic about using the property for parking, believing a parking lot to be an incompatible use with the remainder of the small residential neighborhood. We urged the Free Clinic to look at other options for expanding their parking and are optimistic they will do so although we have also been told their more important present priority is completing the Women's Residence project on 4th Avenue (unrelated to parking issues for the Free Clinic building).

It is important to understand that designating a historic district does not dictate, limit or otherwise proscribe use of a designated property. Use is determined by the land use designation, zoning classification and other applicable code provisions. A landmark designation does not disallow use as a parking lot if such a use is otherwise a permitted use.

Chairman Dudley and Councilmembers
June 17, 2014
Page Two

Generally, surface parking lots as a primary use are not permitted downtown. In order for a parking lot to be allowed as a use at 335 Lang Court one of the "exceptions" allowing for a surface parking lot would have to apply, something which St. Petersburg Preservation is not prepared to concede at this time. In summary, the landmark district designation has not changed the uses which may be permitted at 335 Lang Court. Thus, the designation does not prevent the Free Clinic from purchasing the property, even for use as a parking lot if the Free Clinic still desires to attempt to seek approval for such a use and it is otherwise a permitted use.

As to a rehearing, the Code provides a very limited set of circumstances in which a rehearing may be sought and limits such a request to coming from the applicant (sec. 16.70.010.5.). Thus, the code does not allow for a request for a rehearing from the Vogels as they are not the applicant. The Vogels had an opportunity to speak at the public hearing and an opportunity to appear as an "opponent" allowing for more than a three minute presentation if they had so desired. Obviously, Council last week was not supportive of reconsidering their decision and further extending the hearing as Councilmember Newton's motion to do so did not receive a second. Additionally, though unhappy with the Council decision, the Vogels have cited no new information not previously made known to Council that would justify reconsideration of the decision. And most importantly, the relief desired by the Vogels of selling the property to build a parking lot is contrary to the best interests of the neighborhood.

As I mentioned above, we share a common interest with the Vogels in there being a new property owner at 335 Lang Court. In that regard, St. Petersburg Preservation has provided another potential buyer with contact information for the Vogels and we hope those parties will reach an accord that will lead to renovation of the existing home, despite its poor condition, or another appropriate neighborhood use.

Sincerely,

/s/

Peter Belmont
Vice-President

ST. PETERSBURG CITY COUNCIL

Meeting of June 19, 2014

TO: The Honorable William H. Dudley, Chair and Members of City Council

SUBJECT: Lease and Development Agreement with the Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation.

OBJECTIVE:

To adopt a resolution selecting the Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation ("TBIC"), as the successful proposer to lease and develop City-owned property located at the southwest corner of 4th Street South and 11th Avenue South ("City Property") within the Bayboro Harbor Community Redevelopment Area and authorizing Administration to negotiate a Lease and Development Agreement with TBIC that will be brought to City Council for approval.

PRESENT SITUATION:

On April 14, 2014, the City of St. Petersburg ("City") received a proposal from TBIC to lease and develop the City Property. Since the City Property is located within the Bayboro Harbor Community Redevelopment Area, Real Estate and Property Management promptly scheduled a public notice pursuant to Florida Statute 163.380, which was published on April 20, 2014, advertising that an offer to lease and develop the City Property had been received and inviting any alternative proposals from private redevelopers or any persons interested in undertaking the lease and development of the City Property compatible with the Bayboro Harbor Community Redevelopment Plan. The City desires that the City Property be developed with not less than a 40,000 square foot facility, at no cost to the City that will provide jobs and help support the community by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research uses in support of the objectives and uses through the development mechanisms incorporated into the Bayboro Harbor Community Redevelopment Plan and help support the community by providing space for research, including but not limited to, health sciences and marine research. The deadline of May 20, 2014 passed and no alternative proposals were received.

BACKGROUND:

The City Property contains approximately 2.5 acres and is legally described as:

Lot 1, ROYAL POINCIANA SUBDIVISION – KAMMAN PARTIAL REPLAT a subdivision according to the plat thereof recorded at Plat Book 61, Page 91, in the Public Records of Pinellas County Florida (30/31/17/77418/000/0010)

AND

Lots 1, 2, 3, 4, 5, and 6 ROYAL POINCIANA SUBDIVISION, a subdivision according to the plat thereof recorded at Plat Book H-7, Pages 8 and 9, in the Public Records of Hillsborough County, Florida, of which Pinellas County Florida was formerly a part (30/31/17/77400/000/0010).

The City Property was obtained from All Children's Hospital, Inc. ("ACH") simultaneous with the City's conveyance of the City property leased to the YWCA at the northwest corner of 4th Street and 6th Avenue South to ACH on December 16, 2013 in accordance with the transaction approved by City Council on August 22, 2013 via Res. No. 2014-321.

The City Property has a total land area of ±109,141 sq. ft. (±2.51 acres) of which ±94,538 sq. ft. (±2.17 acres) is considered uplands and developable. The City Property consists of two parcels. It is rectangular in shape, and located at the southwest corner of 4th Street South and 11th Avenue South within the City of St. Petersburg, bordered to the south and west by Booker Creek adjacent to the Bayboro Harbor and Ingleside Neighborhoods. The two parcels are divided by a 10' alley running north/south.

The City Property was appraised on May 29, 2013 by Paul Willies, State Certified General Appraiser, who indicated the market value to be \$828,000.

ANALYSIS:

The proposal from TBIC substantially meets the requirements of the City. As stated in the TBIC proposal (attached hereto). TBIC requested that the City lease the City Property on a long-term basis that would allow for TBIC to construct a facility to house entrepreneurs, scientists, researchers and innovators. TBIC has been in operation for more than ten years, and is currently housed at the Young-Rainey Science, Technology and Research Center in Largo. TBIC functions as an incubator that helps area entrepreneurs launch and grow successful companies. Clients receive coaching, business assistance and a network to develop their idea into a viable business through educational programming, mentoring, dedicated facilities, co-working opportunities, professional services and more. The concept of an incubator is now a vital part of regional economic development as startup companies are developed and supported through mentoring and coaching in a creative environment. TBIC uniquely understands the importance of helping entrepreneurs navigate the often rocky waters as they turn a good idea into a solid business model. Based on findings from a recent feasibility study, conducted by Greenwood Consulting Group and commissioned by TBIC, the City Property is ideally situated to locate the recommended purpose built incubator facility. The study also highlighted the synergy and collaboration potential with existing research institutions currently located and growing in St. Petersburg.

TBIC also submitted copies of letters evidencing broad support for funding from the State of Florida for TBIC's Technology Incubator from more than ten agencies and companies including Pinellas County, the National Forensic Science Technology Center (NFSTC), Florida Federal Contractors Association, General Dynamics, Florida Venture Forum, BioFlorida Research Council of Tampa Bay, Nielsen Company, Homeland Intelligence Technologies, Inc., University of South Florida (USF), and the St. Petersburg Area Chamber of Commerce,

Since its inception over ten years ago, TBIC has a proven track record in creating jobs and providing economic benefits through its incubator program where it excels in assisting emerging companies with promising technologies to become sustainable reality as it works with entrepreneurs. TBIC's mentoring services, market research, shared equipment, and space help to provide economic opportunity and impact for its clients.

The following business points will form the basis of the lease and development agreement:

1. **Lease and Development Agreement.** The City and TBIC shall execute a lease and development agreement ("Agreement") for the City Property which is vacant land totaling approximately 2.5 acres at the southwest corner of 4th Street South and 11th Avenue South for a nominal rent with an initial term of 25 years, with the right to renew for five (5) additional consecutive terms of five (5) years each on terms and conditions mutually agreeable to the parties.
2. **Facility.** Subject to City Administrative and Regulatory approvals, TBIC shall design and construct a facility of approximately 40,000 SF ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs.
3. **Grant Funding and Construction.** It is TBIC's intent to leverage the City property to seek grant and other funding for the project from government (Federal, State, and County) and private sector partners. Accordingly, the Agreement will provide an approximate two (2) year period to obtain such funding and provide that TBIC may encumber the Agreement with the consent of City Council, but shall not encumber the fee simple interest of the City Property. The Lease shall commence upon TBIC's notice and demonstration to the City that funding is committed. Thereafter, construction shall begin within two (2) years with construction completed not more than two (2) years after construction begins.
4. **Vacation of Alley.** The City will initiate a procedure to vacate the alley located on the property. TBIC will be responsible for any removal or relocation of utilities within the alley to accommodate its site plan.
5. **Rezoning.** The City will initiate an amendment to the future land use map and zoning so that the land is zoned appropriately for the proposed facility.

6. **Job Creation.** TBIC shall endeavor to create 100 or more new jobs through the growth and development of client startups, an anchor tenant, and TBIC staffing needs following completion of the Building.
7. **Restriction on Transfer of City Property.** TBIC may not assign or transfer the Agreement, in whole or in part, without the prior written consent of the City of St. Petersburg City Council ("City Council") which consent may be granted or denied in City Council's sole discretion.
8. **Failure to Obtain Funding:** If project funding is not secured by TBIC and demonstrated to the City within two (2) years, the Agreement will terminate without notice.
9. **Failure to Develop.** In the event that TBIC is unable to develop the City Property within two (2) years of the Agreement's commencement date, the City may unilaterally terminate the Agreement and TBIC shall return the City Property free and clear of all liens, encumbrances, and restrictions.
10. **Permitted Use.** TBIC shall use the City Property to construct a facility to house entrepreneurs, scientists, researchers and innovators, and for no other purpose without the express written consent of the City Council, which consent may be granted or denied in City Council's sole discretion.

TBIC and the City's Greenhouse work collaboratively on programming and services, relative to the Greenhouse mission to assist entrepreneurs in the area of innovation and small business. The Greenhouse has hosted TBIC educational and outreach programs that expand the scope of resources available to the start-up community and this relationship is providing a pathway for the City's entrepreneurial development.

With the TBIC's new, temporary location at St. Petersburg College downtown, called the St. Petersburg TEC garage, additional synergies are contemplated. This proposed development of a state-of the art facility in the City's Innovation District, close to educational and research partners will create an entrepreneurial ecosystem.

SUMMARY:

Planning & Economic Development staff have reviewed the transaction described in this report and have found it to be consistent with the Bayboro Harbor Community Redevelopment Area Plan objectives as it will encourage economic development, expansion and further the development of the innovation district by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research.

RECOMMENDATION:

Administration recommends that City Council adopt the attached Resolution finding that 1) the disposition of Lot 1, Royal Poinciana Subdivision — Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value will enable the expansion and support for business incubator facilities and other job creating, employment oriented uses and further the development of the Innovation District by providing space for research, including but not limited to, health sciences and marine research which is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; providing that the Disposition shall be to Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation ("TBIC"); authorizing Administration to negotiate a Lease and Development Agreement with TBIC that will be brought to City Council for approval; and providing an effective date.

ATTACHMENTS: Illustration, TBIC proposal, Resolution
Legal: 00195963.doc V. 3

ILLUSTRATION

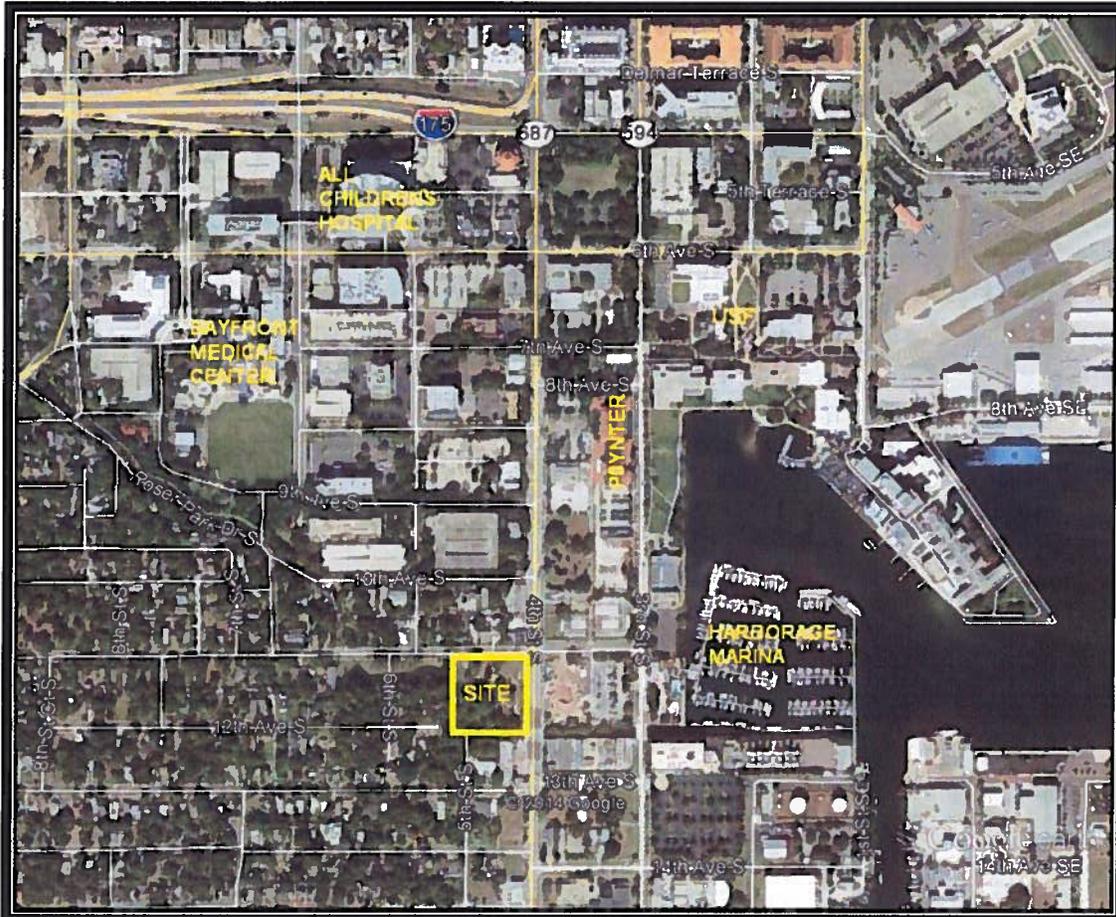
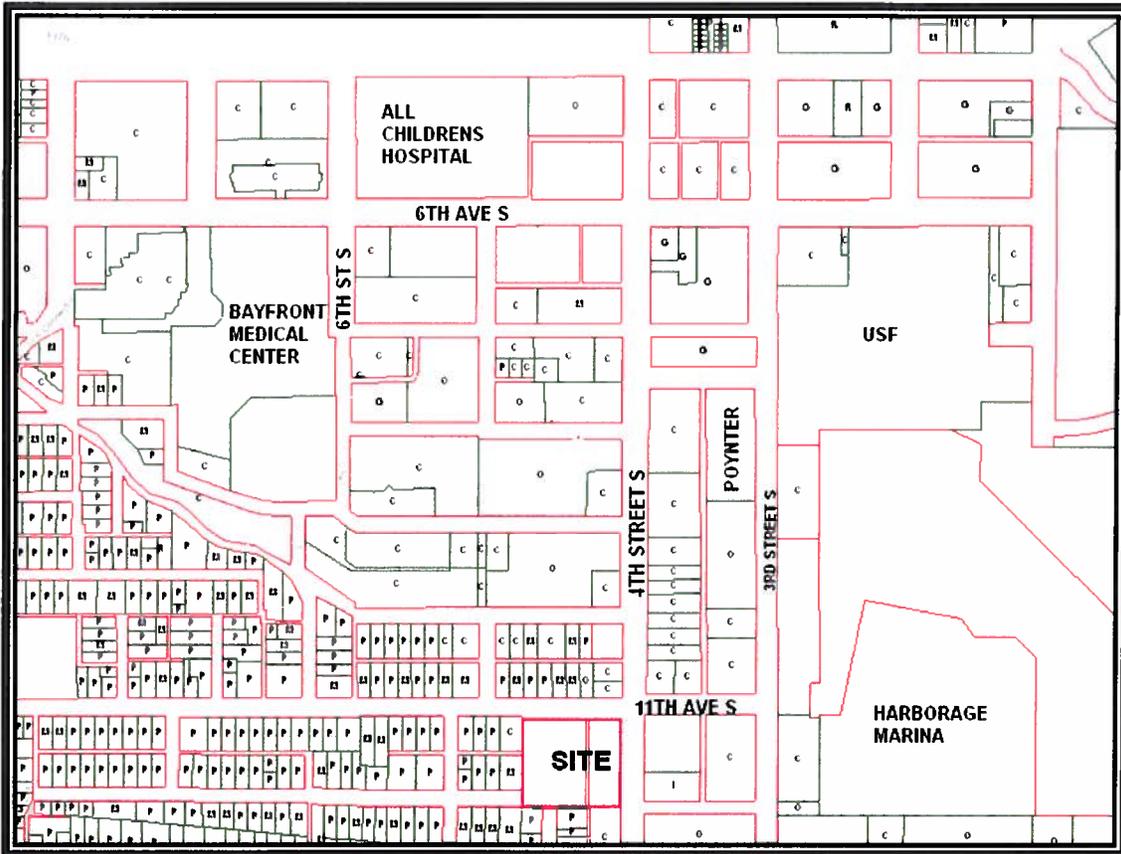


EXHIBIT "B"

**REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF CITY-OWNED PROPERTY WITHIN
THE BAYBORO HARBOR COMMUNITY REDEVELOPMENT AREA**

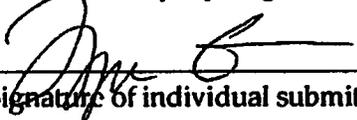
Issue Date: APRIL 20, 2014



The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City of St. Petersburg on April 20, 2014

TAMPA BAY INNOVATION CENTER

Name of Company/Organization


Signature of individual submitting proposal
for above Company/Organization

TONYA ELMORE
Printed name of individual

elmoret@tbinnovates.com
E-mail address

727-547-7340

Phone
727-547-7350

Fax
5-16-14

Date



7887 Bryan Dairy Road, Suite 220, Largo, FL 33777
www.tbinnovates.com

Main Office: 727-547-7340
Fax Number: 727-547-7350

May 19, 2014

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

ADDENDUM TO REQUEST SUBMITTED ON APRIL 10, 2014
Re: Proposal for City Property Located at 4th Street and 11th Avenue South

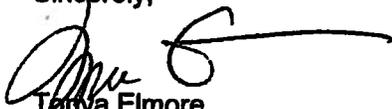
Please accept the attached proposal for city property located at 4th Street and 11th Avenue South on behalf of the Tampa Bay Innovation Center. As noted in your RFP for Development of City – Owned Property within the Bayboro Harbor Community Redevelopment Area , this packet includes:

- One Bound Copy of the Proposal including:
 - Attachment A – Responder's Team
 - Attachment B – Financial Statements
 - Attachment C – Resume' of Previous Experience
 - Attachment D – Proof of Financial Capability
 - Attachment E – Copy of Signed Proposal Exhibit "B" to RFP
 - Attachment F – Letters of Support for St. Petersburg Incubator
 - Attachment G – Original Request to Consider a Lease on proposed property related to the RFP dates April 10, 2014

- One Electronic Copy on CD in PDF format

If you have any questions, please feel free to contact me directly at 727-547-7342.

Sincerely,



Terrya Elmore
President & CEO



ADDENDUM TO REQUEST SUBMITTED ON APRIL 10, 2014

Re: Proposal for City Property Located at 4th Street and 11th Avenue South

Table of Contents

- **Response to RFP including:**
 - **Attachment A – Responder’s Team**
 - **Attachment B – Financial Statements**
 - **Attachment C – Resume’ of Previous Experience**
 - **Attachment D – Proof of Financial Capability**
 - **Attachment E – Signed Proposal Exhibit “B” to RFP**
 - **Attachment F – Letters of Support for St. Petersburg Incubator**
 - **Attachment G – Original Request to Consider a Lease on proposed property related to the RFP dates April 10, 2014**



7887 Bryan Dairy Road, Suite 220, Largo, FL 33777
www.tbinnovates.com

Main Office: 727-547-7340
Fax Number: 727-547-7350

May 19, 2014

ADDENDUM TO REQUEST SUBMITTED ON APRIL 10, 2014

SECTION V. PROPOSAL REQUIREMENTS

1. Proposed lease terms, including but not limited to proposed rent.

The City will lease to Innovation Center vacant land totaling (+/-)2.5 acres at the southwest corner of 4th Street South and 11th Avenue South for \$1.00 per year.

2. Desired term of the lease.

The desired term of the lease is for 25 years, with (5) 5 year options to renew on terms mutually agreeable to both parties.

3. Provide a complete description of the Responder's team including names, addresses, individual resumes of those individuals to be assigned to the project; the responsibilities of each team member or firm, and the experience of all those involved.

Refer to Attachment A.

4. Include a certified financial statement, at delivery of Proposal, supporting the Responder's financial capability of undertaking this project including current operating revenues and expenses, and a history of debt payment.

An accounting firm, external to the company prepares a monthly record of internal statements, as well as an annual compilation. Our organization has oversight by a Board of Directors, which includes a Chairman, President & CEO, Treasurer and Secretary, serving as the organizations Executive Committee. The company has never incurred debt.

Refer to Attachment B for financial statements provided by accounting firm:

Clifton Larson Allen
Jack Rybicki, Principal
1715 Westshore Boulevard, Suite 950
Tampa, FL 33607-3920
Phone: 813-384-2700
Fax: 813-384-2750

- 5. Provide a complete description of the Responders entity and identification of all parties, including disclosure of all persons or entities having a beneficial interest in the proposal.**

Tampa Bay Innovation Center (the Innovation Center)ⁱ, a is a 501(c)3 not-for-profit organization, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring, coaching, shared equipment, conference and office space, educational workshops and access to financial markets.

Other parties having beneficial interest include:

City of St. Petersburg (City)
Pinellas County (County)
State of Florida (State)

The City, County and State of Florida are direct beneficiaries of the project due to the research activities and job creation stemming from such an Innovation Center. Based on the 2013 Innovation Center annual report, more than 400 direct jobs were sustained² by its 35+ clients which created more than \$63M in revenue. These clients developed 24 new products and were awarded 22 patents. The economic and fiscal implications provided by Greenwood Consulting Group (GCG) are noted below.

- Employment impact is 400 full time jobs.
- Value added impact is \$8.9M.
- Labor impact is 200 full time jobs.
- Average annual wages exceed \$150,000.
- Total Economic Impact is \$71.9M.

6. Resume' of previous experience identifying of not less than (5) years experience directly related to the proposed use of the City Property.

The Tampa Bay Innovation Center (previously STAR Technology Enterprise Center) has been in operation for more than a decade. The Center's President & CEO is the founder of the incubator and has been at the helm since inception. More can be found in the Center's Annual Report and Capability Statement in Attachment C.

7. A detailed description of the concept of how the facility will be used to accomplish the Intent of the RFP.

The Tampa Bay Innovation Center (Innovation Center) will utilize the City property to construct a 40,000 SF purpose built facility to house entrepreneurs, scientists, researchers and innovators. The Innovation Center is a 501(c)3 not-for-profit organization that has been in operation for more than eleven years. Currently housed at the Young-Rainey Science, Technology and Research Center in Largo, the Innovation Center is an incubator that helps area entrepreneurs launch and grow successful companies. Clients receive coaching, business assistance and a network to develop their idea into a viable business through educational programming, mentoring, dedicated facilities, co-working opportunities, professional services and more. Based on findings from a recent feasibility study, conducted by Greenwood Consulting Group and commissioned by the Innovation Center, the City property is ideally situated to build the recommended purpose built incubator facility. The study also noted that the Innovation Center should champion effort. The Center ranked higher than any other academic institution and organization in the Tampa Bay area offering the somewhat similar services. A business plan, as well as an architectural rendering for the project has been completed.

Benefits of transaction would include the following:

- The project would serve as a focal point for innovation, leveraging the presence of marine science and healthcare technology industries already located within the proximity of the proposed parcel.
- Provides the Innovation Center the ability to bring its ten-year plus track record of creating successful technology spin-outs and hundreds of new high-tech, high wage jobs directly to the City of St. Petersburg.
- Project would enhance the Bayboro Community Redevelopment Area, creating hundreds of jobs in construction, research and technology sectors by locating on the edge of the District and serving as a job catalyst for a distressed, blighted area.

- The project includes the trail head location with available parking to support the City's trail system.
- The Center will provide a small dedicated area to build a memorial to honor our Native Americans.
- The site to be leased from the City would accommodate a facility that supports the growth of technology companies. The facility would comprise approximately 40,000 SF. The construction of such a project would support numerous design and construction jobs. More than 100 employees of the combined effort from startups, an anchor tenant and the Innovation Center would be hired to work in the facility.

8. Time periods for commencing and completing construction.

The Innovation Center will leverage the City property to seek funding for the project from government (Federal, State, and County) and private sector partners. Upon funding the anticipated timing to begin construction is within a two-year period and to be completed within two years of start date.

9. Estimated build out and/or improvements cost.

Estimated site improvements and construction cost for the 40,000 square foot facility are currently estimated at \$9,000,000.

10. Proof of financial capability.

The Innovation Center will leverage the City property to seek funding for the project from government (Federal, State, and County) and private sector partners. A feasibility analysis has been conducted by Jim Greenwood of the Greenwood Consulting Group. The analysis provides viable financial models that support constructing and operating a 40,000 square foot incubator with staffing and programs aimed at technology entrepreneurs.

Additionally, Mike Meidel, Director of Pinellas County Economic Development (PCED) offers the following statement via email in Attachment D.

Pinellas County Economic Development (PCED), through the Pinellas Industrial Development Authority, provides substantial annual funding for the Tampa Bay Innovation Center (Innovation Center).

PCED sees an opportunity to remain a solid financial partner to the Innovation Center as an extension of the Center's effort to expand into St. Petersburg. This

extension of support will be leveraged by Federal funding, loans and private sector support provided by the Innovation Center.

This will allow PCED to continue the momentum of its partnership with the Innovation Center that has been established for more than a decade.

Additionally, the Innovation Center has consistently delivered on their contract for service and has provided an excellent return on the County's investment.

11. A primary contact name and numbers, including a phone, fax and email.

Tonya Elmore, President and CEO
7887 Bryan Dairy Road, Suite 220
Largo, FL 33777
Phone: 727-547-7340
Fax: 727-547-7350
Email: elmoret@tbinnovates.com

12. As affirmative statement that the City Property will not be subject to any liens.

Any liens on the property are yet to be determined based on sources providing funding the project.

13. As affirmative statement that the City Property will not be required to provide any financing.

The Tampa Bay Innovation Center will not be requiring any financing for the project from the City of St. Petersburg.

14. A signed proposal that is Exhibit "B" to this RFP.

Refer to Attachment E.

Notes and Sources:

¹TBIC (www.tbinnovates.com) is operated by STAR-TEC Enterprises, Inc., a Florida 501(c) (3) non-profit corporation whose goal is to foster entrepreneurial growth, create jobs, and promote economic development through established business assistance and support programs.

²Sustained equals (created – lost + continued).

³Feasibility Study and Economic Impact Analysis by Greenwood Consulting Group.

⁴Note: Portrayed conservative lower end economic impact figures provided by Greenwood Consulting Group. Upper bound impact was \$128.3M and 414 indirect/induced jobs for a total of 814 jobs sustained.

Attachment A

Provide a complete description of the Responder's team including names, addresses, individual resumes of those individuals to be assigned to the project; the responsibilities of each team member or firm, and the experience of all those involved.

Tonya Elmore, President & CEO, Tampa Bay Innovation Center (Resume attached)
7887 Bryan Dairy Road, Suite 220, Largo, FL 33777
Telephone: 727-547-7340
elmoret@tbinnovates.com

Biographies of the following individuals are included:

Chris Paradies, CEO, Paradies Law P.A,
Chairman, Tampa Bay Innovation Center
4914 Joanne Kearney Blvd., Tampa, FL 33619
Telephone: 727- 433-8529
cparadies@ParadiesLaw.com

Gail Rogers, CFO, Director of Contracts, Constellation Technology Corporation
Treasurer, Tampa Bay Innovation Center
7887 Bryan Dairy Rd., Suite 100, Largo, FL 33777
Telephone: 727-547-0600
grogers@contech.com

Suzie Boland, President, RFG Communications Group
Secretary, Tampa Bay Innovation Center
600 S. Magnolia Ave., Suite 300, Tampa, FL 33606
Telephone: 813- 259-0345
sboland@rfbcommunications.com

Mike Meidel, Director, Pinellas County Economic Development
Advisory Board Member, Tampa Bay Innovation Center
13805 58th Street North, Suite 1-200, Clearwater, FL 33760
Telephone:(727) 464-7332
mmeidel@co.pinellas.fl.us

Paul Sacco, Director, Real Estate Management, Pinellas County
Past Chairman, Tampa Bay Innovation Center
Advisory Board Member, Tampa Bay Innovation Center
509 East Ave. South, Clearwater, FL 33756
Telephone: 727-464-3002
psacco@co.pinellas.fl.us

Attachment A

Provide a complete description of the Responder's team including names, addresses, individual resumes of those individuals to be assigned to the project; the responsibilities of each team member or firm, and the experience of all those involved.

Tonya Elmore, President & CEO, Tampa Bay Innovation Center (Resume attached)
7887 Bryan Dairy Road, Suite 220, Largo, FL 33777
Telephone: 727-547-7340
elmoret@tbinnovates.com

Biographies of the following individuals are included:

Chris Paradies, CEO, Paradies Law P.A,
Chairman, Tampa Bay Innovation Center
4914 Joanne Kearney Blvd., Tampa, FL 33619
Telephone: 727- 433-8529
cparadies@ParadiesLaw.com

Gail Rogers, CFO, Director of Contracts, Constellation Technology Corporation
Treasurer, Tampa Bay Innovation Center
7887 Bryan Dairy Rd., Suite 100, Largo, FL 33777
Telephone: 727-547-0600
grogers@contech.com

Suzie Boland, President, RFG Communications Group
Secretary, Tampa Bay Innovation Center
600 S. Magnolia Ave., Suite 300, Tampa, FL 33606
Telephone: 813- 259-0345
sboland@rfgcommunications.com

Mike Meidel, Director, Pinellas County Economic Development
Advisory Board Member, Tampa Bay Innovation Center
13805 58th Street North, Suite 1-200, Clearwater, FL 33760
Telephone:(727) 464-7332
mmeidel@co.pinellas.fl.us

Paul Sacco, Director, Real Estate Management, Pinellas County
Past Chairman, Tampa Bay Innovation Center
Advisory Board Member, Tampa Bay Innovation Center
509 East Ave. South, Clearwater, FL 33756
Telephone: 727-464-3002
psacco@co.pinellas.fl.us

TONYA R. ELMORE
1010 43rd Avenue North
St. Petersburg, FL 33703
727 517-5796 (Mobile)
tclark7604@tampabay.rr.com

PRESIDENT/SENIOR OPERATIONS/BUSINESS DEVELOPMENT EXECUTIVE

Start-Up Entrepreneurial Ventures/High Growth Organizations/Strategic Alliances
Strategic and innovative executive with 15 years significant achievements across broad industry base with ability to build plans, quickly lead change and identify opportunities. Effective in developing and maintaining key relationships internal and external to the organization. Currently employed in the Tampa Bay area. MBA/BS Management.

EXECUTIVE LEADERSHIP COMPETENCIES

Budgeting /Cost Control · Team Building · Strategic Planning & Growth · Brand Development
New Business Development · Marketing and Social Media · Purchasing Management · Leadership
Staff Management & Training · Program/Project /Technical Management · Communications

CAREER OVERVIEW

STAR-TEC ENTERPRISES, INC. Largo, FL
Founder and President & CEO

7/2010 – Present

A not-for-profit organization with \$1.2M in annual revenue that assumed the STAR TEC technology incubator program from CTC Tampa Bay Inc. on July 1, 2010.

Selected Achievements:

- Visionary leader behind the transition of a second-tier affiliate from a \$280 million corporation. Spun-out and created a thriving business that continues to nurture startup technology companies, as well as the innovation community.
- Responsible for all facets of spin-out, including creating a new not-for-profit organization, securing contracts and grants, hiring all employees, facility management, and all the back-office activities associated with forming a new venture.
- Secured a five-year contract to provide Economic Development Services under Pinellas County Industrial Development Authority for \$500,000 in annual revenue.
- Secured grant from the State of Florida for \$400,000 to launch a new incubator based on marine science and healthcare innovation with an anticipated launch date in 2014.
- Worked with staff to create numerous programs that support the innovation/entrepreneurial community which include StartUp Studio, StartUp Xchange, Tech Talk, and more. Launching Kauffman Labs 1 million cups (10/13).
- Established numerous partnerships with research institutions including Moffitt Cancer Research, the University of South Florida Center for Advanced Medical Learning & Simulation, BioFlorida, the Florida Federal Defense Contractors, and more.
- Working with the government and business leaders to establish an incubator focused on disruptive healthcare innovation and tying in the leadership's MediFuture initiative.
- Innovation Center most recent fiscal year metrics include: assisting 35 companies from incubation through second stage with 400 direct jobs, more than \$84M in revenue and 30 new products developed. Additionally the Center assisted nearly 200 Innovators/entrepreneurs and delivered 60 programs to the technology community.

Report to a Board of Directors and responsible for the fiscal and daily operations of the organization.

STC TAMPA BAY INC. Largo FL

2/2003 – 6/2010

A not-for-profit government contractor with \$2.5 million in annual revenue with program focus on assisting early stage technology companies with product development, market research, and business planning and strategic execution.

Founder and Executive Director

Lead strategic planning process, formulated corporate vision and strategic direction, initiated growth strategies, approved all financial management and new project development initiatives, provided strategic guidance on operations, recruited talented management team, worked with President, Chairman and Board of Directors, and managed day-to-day operations.

Selected Achievements:

- Created and built thriving business from \$200,000 in revenue to more than \$3 million annually.
- Reduced overhead rates by more than 15% by effectively managing programs with close attention to budgets, timeframes, quality and specifications.
- Created and developed regional program, STAR Technology Enterprise Center (STAR TEC), designed to assist early stage technology companies with focus on moving ideas from mind to market. Several clients now at multi-million revenue stream from start-up funding of less than \$500k.
- Developed and implemented strategies to increase brand awareness, receiving regional and national attention for STAR TEC.
- Identified and capitalized on new growth opportunities through market analysis, product/brand development, and expertise.
- Secured local and Federal funding sources to support programs.
- Secured contracts with U.S. Special Operations Command and Combating Terrorism Technical Support Office of \$2.5 M annually to conduct business readiness reviews, technology scouting, market research and other business activities for companies participating in the Small Business Innovation Research and Broad Agency Announcement programs.
- Worked with more than 100 early stage technology companies across the U.S. and Canada in strategic and business planning initiatives, technology development, marketing, branding and financial and management review.
- Developed and copyrighted Business Readiness Review process and Commercialization Plan outline.
- Created and developed advisory board of business, academic and government leaders.
- Media appearances and interviews include Fox 13 Good Day Tampa Bay, Pinellas TV 18, The Tampa Bay Business Journal, The Maddux Business Report, Florida Trend, and more as expert on early-stage technology start-ups and STAR TEC spokesperson.

Earlier Career

Executive and Management positions at the Greater Tampa Chamber of Commerce, City of Pinellas Park, and University of South Florida.

ACADEMIC ACHIEVEMENTS & CERTIFICATIONS

Master of Business Administration · Executive MBA Program · University of South Florida, Tampa, FL

Bachelor of Science · Management · University of Tennessee, Knoxville

National Business Incubation Association, Certified Incubator Manager

Certified Coach for Wendy Kennedy Program – So what, who cares, why you?®

Certified Kauffman FastTrac® TechVenture™ Coach

Previously held a Top Secret Clearance while working on Defense Contracts

AWARDS & RECOGNITION

Top Ten Business People to Watch – July 2013, Tampa Bay Times
Tampa Bay Business Journal Executive Profile – November 2012
Tampa Bay Technology Excellence in Service Award, Winner 2012
Tampa Bay Technology Forum Professional Services Company of the Year – Finalist 2008, Winner 2009
Tampa Bay Business Journal Executive Profile - January 2007
University of South Florida Executive Alumni Profile - January 2007
Tampa Bay Top 20 Technology Leader - 2004 & 2005

NATIONAL & STATE CONFERENCES

University of Florida, Preconference Workshop on Innovation – September 2013
University of Florida Venture Forum, judge for first annual collegiate business plan competition, 2011 - 2014
St. Petersburg College, judge for annual business plan competition, 2010 - 2014
National Business Incubation Association, presenter as expert on strategic alliances, 2009

BOARD INVOLVEMENT

St. Petersburg College of Business, Board Member 2010 - present
University of South Florida, Executive MBA Program, Board Member 2005 – 2010
St. Petersburg College of Technology & Management, Board Member 2006 – 2010
University of South Florida, Center for Entrepreneurship, Board Member 2006 - present
Florida Business Incubator Association, Vice Chair, 2005 – 2010
TechStart Tampa Bay, Board Member, 2014

Chris Paradies, President, Paradies Law P. A.

Christopher Paradies, Ph.D. is the CEO of Paradies Law P.A.. Mr. Paradies is Florida Bar Board Certified in intellectual property law which includes patents, trademarks, trade secrets and copyrights and is a registered patent attorney with the U.S. Patent & Trademark Office. Mr. Paradies' practice is focused on assisting clients with management of all of their intellectual property, including acquisition, licensing, enforcement in the courts and defense against claims of infringement. He has extensive experience as both a researcher in industry and a patent attorney. Technical areas of expertise include nanotechnology, materials science, semiconductor processing, chemistry, aerospace, medical treatments, medical devices and drug delivery. He received his B.S. in physics from the United States Military Academy, West Point, his Ph.D. in materials science and engineering from Rensselaer Polytechnic Institute and his J.D., *summa cum laude*, from Touro College Jacob D. Fuchsberg Law Center.

Gail Rogers, CFO, Director of Contracts, Constellation Technology Corporation

Ms. Rogers is the Chief Financial Officer (CFO) and Director of Contracts with Constellation Technology Corporation (CTC). She has been with CTC since 2003 and currently serves on its Board of Directors as Treasurer. Ms. Rogers' has been employed as a CFO or a Business Management Consultant for National and International companies working with the Federal Government in the areas of Service, Support, Manufacturing and R&D in most of her career.

Her extensive experience dealing with the Government along with her background in Accounting/Finance and Business Law has added to her areas of expertise which include developing and implementing compliance controls, policies, processes and procedures for cost accounting, software conversions, budgets, estimating, purchasing, material management, indirect rate structures, proposal development, negotiating contracts, contract management and administration, Defense Contract Audit Agency (DCAA)/Defense Contract Management Agency (DCMA) audits and compliance issues. She has also participated in several corporate strategic planning conferences and developed a training course on Government Cost Accounting Practices for the USF Small Business Development Center - Procurement Technical Assistance Program Center. Ms. Rogers has previously been appointed to profit/non-profit boards, including the Red Cross when living in Northern Virginia. She currently serves on numerous local Boards in the Tampa Bay area. Ms. Rogers is a member of the National Contract Management Association and the Tampa Bay Chapter of Women in Defense.

Suzie Boland, President, RFB Communications Group, Inc.

Suzie Boland specializes in strategic public relations to drive sales inquiries, build client brands and handle crisis communications, working with national, regional and local clients in the technology, professional services, healthcare, senior services, manufacturing and consumer products/services fields. She has more than 20 years experience in marketing, communications and public relations, both as a marketing executive and an agency principal. A graduate of Leadership Tampa, she was founding advisory council chairman of STAR TEC (now Tampa Bay Innovation Center), where she is now a board member and chairman of the marketing

committee; and was a founding board member of the Tampa Bay Technology Forum and Tech Village Tampa Bay incubator. She is a board member and marketing vice chairman of the CEO Council of Tampa Bay, a member of the board and communications chairman of the Association for Corporate Growth and board member of Trinity Café. She was named "2007 CEO of the Year for Marketing" by *Tampa Bay CEO Magazine* and "2004 Tech Leader of the Year" by the Tampa Bay Technology Forum.

Paul Sacco, Director of Real Estate Management, Pinellas County Government

Paul Sacco is the Director of Real Estate Management Department for Pinellas County Government. He is responsible to direct and administer operations, projects and programs relating to real estate, lease management, building design & construction, facility operations and fleet management. Paul is also the Director of the Young – Rainey STAR Center, a Pinellas County Government economic development program. For the STAR Center, he is responsible for the entire operation including; administration, leasing, maintenance and operations. Paul joined the STAR Center in 1997 where he served as the Facility Operations Manager and Assistant Director. He works closely with the Pinellas County Economic Development Department in areas of business attraction, business retention & expansion, new business development/incubation, business assistance, Brownfields and international economic development. He is a certified economic developer through the International Economic Development Council.

Paul's tenure at the STAR Center dates back 17 years to when the facility was owned by the U.S. Department of Energy and operated by the General Electric Company. After a brief mechanical engineering career, he was promoted to manage various facility departments such as; maintenance, utility operations, facility engineering and construction. Before General Electric he worked for the U.S. Naval Ship Systems Engineering Station where he was a lead engineer for surface ship damage control and ship survivability systems.

Michael G. Meidel, Director, Pinellas County Economic Development

Mr. Meidel is a *cum laude* graduate of Florida State University (1981). He is also a graduate of the Economic Development Institute at the University of Oklahoma (1991) and of the Institute for Organization Management at the University of Georgia (2003). He is a Certified Economic Developer (CEcD) with the International Economic Development Council. Mike has been active in many different aspects of economic development since 1982, including research, marketing, business recruitment, community visioning, business assistance, and lobbying. In the course of his career, he has worked for the Florida Department of Commerce and Florida Power Corporation, and was the President & CEO of the Clearwater Regional Chamber of Commerce. Mike serves on the executive committee of the Florida Economic Development Council and on the board of directors of the Tampa Bay Partnership and WorkNet Pinellas.

Attachment B

Financial statements provided by accounting firm:

Clifton Larson Allen
Jack Rybicki, Principal
1715 Westshore Boulevard, Suite 950
Tampa, FL 33607-3920
Phone: 813-384-2700
Fax: 813-384-2750

STAR-TEC ENTERPRISES, INC.
CONDENSED FINANCIAL INFORMATION - MODIFIED ACCURAL BASIS
(UNAUDITED)
AS OF AND FOR THE NINE MONTH PERIOD ENDED MARCH 31, 2014

Balance Sheet Information

Cash	\$ 468,508
Total Assets	<u>\$ 468,508</u>
Payables and Accrued Expenses	\$ 16,489
Customer Deposits	14,024
Deferred Revenue	125,000
Total Liabilities	<u>155,513</u>
Net Assets	<u>\$ 312,995</u>

Statement of Operations Information

Support & Revenues	\$ 776,967
Expenses	
Program Services	142,865
Administration	494,137
Total Expenses	<u>637,002</u>
Change in Net Assets	139,965
Beginning Net Assets	<u>173,030</u>
Ending Net Assets	<u>\$ 312,995</u>

Attachment C

Resume' of previous experience identifying of not less than (5) years experience directly related to the proposed use of the City Property.

Annual Report on the Tampa Bay Innovation Center

Tampa Bay Innovation Center Capability Statement

TAMPA BAY
INNOVATION
CENTER



2013 Annual Report

www.tbinnovates.com

Tampa Bay Innovation Center

2013 Board of Directors

Christopher Paradies, Ph.D., Chair, President, Paradies Law P.A.

Tonya Elmore, President & CEO, Tampa Bay Innovation Center

Gail Rogers, Treasurer, CFO, Director of Contracts,
Constellation Technology Corp.

Suzanne Boland, Secretary, President, RFB Communications Group, Inc.

George Gordon, President, Anthem Ventures

Shawn R. Hughes, CEO, CertiPath LLC

Doug Martin, Management Consultant, Miller Martin Capital Partners, LLC

Paul Sacco, Ex-Officio, Non-voting Member, Director, Real Estate
Management, Pinellas County Government

Mark Swanson, Vice President, Bright House Networks

2013 Advisory Board

Christopher Paradies, Ph.D., Chair, President, Paradies Law P.A.

Suzanne Boland, President, RFB Communications Group, Inc.

Brian Graham, Managing Partner, Quintic Capital

Robert Brady, CEO/Design Director, ROBRADY design

Kevin Burgoyne, Executive Director, Florida Venture Forum

John Churchman, General Manager, DRS Technologies, Inc.

Michael W. Fountain, Ph.D., MBA,
Director, Center for Entrepreneurship, University of South Florida

Shri K. Goyal, Ph.D., Managing Director, Pragati-Path

Irene Hurst, Director, USF MBA Programs, College of Business,
University of South Florida

Robin A. Lester, Managing Director, Florida Growth Partners

Doug Martin, Management Consultant, Miller Martin Capital Partners, LLC

Mike Meidel, Director, Pinellas County Economic Development

Richard B. Nicholas, Jr., COO, E Solutions Corporation

Dr. Tom O'Neal, Director, University of Central Florida Technology Incubator

Jarett Rieger, Esq. MBA, Director, Office of Technology Management &
Commercialization, Moffitt Cancer Center

Paul Sacco, Director, Real Estate Management, Pinellas County Government

2013 St. Petersburg Planning Committee

Robert Kapusta, Jr., Chair, President/Manager, Fisher & Sauls, P.A

Peter Betzer, President & CEO, St. Petersburg Downtown Partnership, Inc.

Tonya Elmore, President & CEO, Tampa Bay Innovation Center

Jeff Hearn, Senior Vice President, Investments,
Raymond James & Associates

Greg Holden, Vice President / Client Consultant, Manning & Napier

Larry Langebrake, P. E., Director, SRI International

Ed Montanari, American Airlines

Paul Sacco, Director, Real Estate Management, Pinellas County Government

Chris Steinocher, President & CEO,
St. Petersburg Area Chamber of Commerce

We're not into
transactions. We're
into connections.

At Synovus Bank, we're into connecting with our customers in ways that make relationship-building the foundation for truly better banking. We're into personal service, practical solutions and the power of partnering with our customers. To learn more about all the customer-centered services we're into, come in and see us today.



synovusbankfl.com
888-317-0085

SAVE THE DATE

Moffitt Cancer Center's
Eighth Annual Business
of Biotech Conference

Monday
February 24, 2014

"Moving Technologies Forward"
with keynote speaker
G. Steven Burrill
of Burrill & Company

For more information or
to register, visit
MOFFITT.org/BusinessofBiotech



smarter, faster

A Decade of Accelerating High-Tech Enterprise

As the Tampa Bay Innovation Center celebrates its 10th year, we can take pride in reaching an important milestone in serving as a valuable resource for innovators and entrepreneurs. Our ever-growing list of "graduates" is a testament to our ability to nurture successful high-tech entrepreneurial businesses in West Central Florida.

When the Innovation Center (then known as the Star Technology Enterprise Center or STAR TEC) first launched a decade ago, much of our effort was focused on community awareness and education. The concept of an incubator as a vital part of regional economic development was not yet top-of-mind for most people. It wasn't nearly as trendy as it is today to mentor, coach and otherwise support startup companies. We were pioneers in understanding how important it is to help entrepreneurs navigate the often rocky waters as they turn a good idea into a solid business model.

Much of our success can be attributed to an outstanding group of professionals who volunteer their time to serve as mentors to our clients as well as provide direction and insight to the Innovation Center as Board and Committee members.

We are fortunate to count numerous well-respected individuals from major research universities, funding and venture capital organizations, industry associations, defense program offices, law offices, accounting firms, and community support. Together they make a significant

difference in helping us foster innovation and grow the high-tech economy in Tampa Bay and Florida.

Building On Our Success

This year we introduced three new programs that provided insight, business skills, connections, resources and tools to assist Innovators and Entrepreneurs at various levels of the Innovation continuum - from idea stage to second-stage high-growth technology ventures. Startup Studio features

Wendy Kennedy's - So what, who cares, why you?® and the Kauffman Foundation's FastTrac TechVenture™ programs. Entrepreneurs Hub includes programs and an online community to support an exchange of ideas. The GrowFL program provided high-growth second stage companies with strategic research and invaluable peer-to-peer interaction.

We are also very pleased to report that we've been laying the groundwork for two new incubators - a technology hub in St. Petersburg with an emphasis on the marine sciences and healthcare innovation and a Virtual Incubator Program (VIP) in Clearwater's Tech Zone for IT/software startups. The State of Florida has awarded us a \$400,000 grant to move forward on the St. Petersburg project and the City of Clearwater has provided grants for startups to participate in the VIP program. Both programs will provide tomorrow's technology business leaders access to the resources, services, networking and mentors they need, while also fulfilling our vision of creating high-tech, high-wage jobs for our region.



Tonya Elmore, President & CEO

Throughout the years the Innovation Center has been recognized locally, nationally and internationally as a catalyst for spurring economic growth and innovation throughout the Tampa Bay market.

- 2012 Distinguished Partner - Global Entrepreneurship Week/USA
- Winner - Tampa Bay Technology Forum's Excellence in Service Award - 2012
- Featured in Kiplinger's "10 Great Cities for Starting a Business"
- Winner - Tampa Bay Technology Forum Professional Services Company of the Year - 2009
- Featured in Entrepreneur.com's 2009 Roundup of Business Incubators
- Finalist - Tampa Bay Technology Forum Professional Services Company of the Year - 2008



a few words



Mike Meidel
director, Pinellas County Economic Development

The Tampa Bay Innovation Center is a valuable resource for our area and a prime part of our economic development strategy. The Innovation Center has a great depth of services to offer and an outstanding mix of mentors and advisors. The Innovation Center provides entrepreneurs an unequalled ecosystem and networked infrastructure of people, resources and capital surrounding new venture creation and growing successful businesses in Tampa Bay.

The Innovation Center's location in the Young-Rainey STAR Center is ideal in that it gives graduate companies the opportunity to move out of the incubator but remain onsite at the STAR Center which, as a former Department of Energy defense facility, continues to have a significant cluster of defense-related companies.

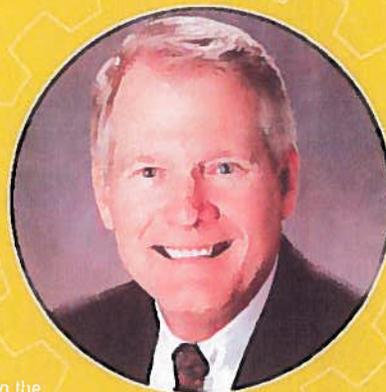
The Innovation Center incubator companies Alakai Defense Systems and Homeland Intelligence Technologies chose this strategy, which allows them to continue building relationships with other homeland security and defense companies and the synergy of being in a center dedicated to science, technology and research.

Randy Berridge
president, Florida High Tech Corridor Council

Incubators and accelerators such as the Tampa Bay Innovation Center offer companies a solid foundation to grow and create jobs, driving our innovation economy and expanding the growing high-tech industry clusters in the Florida High Tech Corridor region.

Many of these companies have also connected with other agencies and universities in our area, including the University of South Florida, the University of Central Florida and the University of Florida. In addition, they have taken advantage of the Florida High Tech Corridor Council's Matching Grants Research Program (MGRP) to develop commercially applicable technologies.

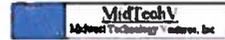
One such graduate company is Alakai Defense Systems, which provides sensor and technology solutions to the defense and security marketplace. The company has partnered with faculty at the University of South Florida through the MGRP to develop technology aiding the detection of explosives and continues to drive innovation in the field of optics and photonics for these applications. Since graduating, Alakai has expanded to create additional offices and is just one example of the many growing high tech companies that benefit from resources available at the Innovation Center.



clients

Incubator

2partsolutions – healthcare technology
 Alps – manufacturing
 Bloom Environmental – environmental science
 eMatters Inc. – environmental science
 Midwest Technology Ventures, Inc. – software
 RNT Software – software



GrowFL Participants

Alakai Defense Systems – defense technology
 Apollidon Learning – software
 CBT Development – software
 Farmer Mold & Machine Works Inc. – manufacturing
 Field Forensics – defense technology
 High Tech Crime Institute – forensic science
 Mercury New Media – web
 Siebert Insurance Agency – insurance
 SmartSAT – defense technology
 Streamline Defense – defense technology
 vWorker – software



Accelerator

Aladom – web
 Altorr Freedom Technologies – healthcare technology
 Doorell – hardware
 Mikros Systems Corporation – manufacturing
 Ready Alert Services – software
 Tattle-Trail LLC – hardware
 The Talent Shopping Network – web
 WildBright Technologies, Inc. – software



connecting entrepreneurs

Tech Talk

TECH Talk is an educational and networking event developed to meet the interest of the local entrepreneurial community. Our longest running program continues to provide the community relevant topics on starting and growing a technology venture. In the past year, more than 600 participants attended programs that highlighted leadership skills, social media marketing, raising capital, perfecting the pitch and much more. In 2012, the Innovation Center launched a new series—Diary of an Entrepreneur - Tampa Bay Made, Tampa Bay Proud. The quarterly series features successful local entrepreneurs who provide valuable insight on how they launched and grew their ventures in Tampa Bay. Presenters included Barry Shevlin, Vology; Mark Swanson, Telovations; Crystal Culbertson, Crystal Clear Technologies; and Hugh Campbell, AC4S

CONNECTED
600+
ENTREPRENEURS

StartUp Xchange

More than 160 innovators/entrepreneurs took advantage of the opportunity to network and tap into the expertise of the Innovation Center's mentor network last year. The program is designed to provide an informal setting for individuals to seek answers to important questions needed to continue their entrepreneurial journey.

The program links entrepreneurs, talent in transition, scientists, funders, innovators, technology professionals and engineers – the people who want to make connections in the Tampa Bay innovation marketplace and move their ideas forward. The result : more startup companies have been formed/nurtured; thus becoming future success stories for the Tampa Bay region.

CONNECTED
160
ENTREPRENEURS

The Tampa Bay Innovation Center's many programs and services include workshops, networking events, peer to peer learning and access to a network of experienced professionals. The goal is to help inventors and startups abate risk, solve problems faster, shorten the learning curve and increase the likelihood of success.

IDEA Camp

Idea Camp is an annual all-day workshop that supports inventors and entrepreneurs in fine-tuning their message to clearly define their unique value proposition. Participants are given the opportunity to interact with and gain valuable feedback from angel investors, venture capitalists, serial entrepreneurs and other business professionals.

Last year more than 100 individuals attended the workshop, which included presentations on mobile apps, SaaS enterprise solutions, medical devices, healthcare innovations, and other patented technologies. The keynote, Kyle Mastronardo of Nardo's Naturals, shared his experience of presenting on the hit ABC show, Shark Tank.



The Florida Defense & Technology Showcase

For the past six years, The Florida Defense & Technology Showcase (FDTS) has been the number one relationship-building event in the area that provides qualified local defense and technology subcontractors the opportunity to network and gain exposure with national industry contractors.

FDTS is hosted by the Tampa Bay Innovation Center in partnership with the Florida Federal Contractors Association. The event consistently receives high marks by both participants and sponsors for its ability to increase local sales and strengthen partner and vendor relationships. Local exhibitors attribute direct sales to their participation in FDTS. This event is continuously supported by the national defense community, the State of Florida and USSOCOM.



graduate profiles

Alakai Defense Systems

On a trip to Florida to scout locations for a new headquarters, Ed Cottery liked what he saw at the Young-Rainey STAR Center, a former U.S. Department of Energy defense manufacturing facility now home to numerous defense-related companies and the Innovation Center, then known as STAR TEC. STAR TEC seemed like the perfect fit for Cottery, who with fellow Army veteran and West Point faculty member, Guy Ginta, had launched a high tech startup company they called Alakai Consulting & Engineering Inc.

Within a year of moving into the the Innovation Center, Alakai had five employees and a prototype remote laser sensor that could detect explosives at medium to long ranges. The novel high-tech device was getting a lot of attention from the military, says Ken Pohl, Alakai's director of advanced systems.

Now six years later, Alakai is poised for success. Having passed numerous field tests, the company's prototype laser sensor is currently undergoing a redesign to make it more compact, user-friendly and able to handle extreme temperatures in all combat areas. The next step is the most rigorous test of all, and if it goes well, says Pohl, production could begin at some point in the not so distant future.

Today, Alakai has about 25 employees and at least six different ongoing technology projects underway, many in partnership with universities around the country and other defense-related businesses in the area, including Raytheon and US Communications.

"Tampa Bay has a culture that invites the kind of research and development in technology that Alakai is pursuing," says Pohl. "Congressman Bill Young has been extremely helpful and so, of course, was the Innovation Center. They provided the services, mentors and relationship that made a big difference for us, especially in our critical early years."

Homeland Intelligence Technologies

Homeland Intelligence Technologies (HIT) launched not long after 9/11, with a team of people doing research and development on a number of issues related to the security industry.

The company incorporated in 2003 and moved into the Innovation Center in 2006 to take advantage of the center's resources and expert consultation, says Gary Damon, president of HIT. "Whatever particular challenge we encountered, the Innovation Center put us in contact with the appropriate expert to help guide us," he says. "Just the exposure and visibility of being there was invaluable."

Since then, HIT has received several patents and has multiple patents pending for a full range of security products primarily for the Department of Defense, says Damon. These include an under-vehicle inspection system, perimeter intrusion detection equipment and sensor technology for ports and waterways, as well as the ECHO (Extreme Conditions Homeland Operations) all-terrain rescue vehicles, which can be used during rescue efforts related to natural or manmade disasters.

The company also provides a range of security solutions for a variety of venues and facilities, including sports and entertainment, transportation and airports, chemical and nuclear facilities, shipping, harbors and pipelines. Through HIT's International Security Academy, the company provides advanced security training for federal, state and local law enforcement and government agencies.

Like Alakai, HIT chose to remain in Pinellas County, close to its roots, locating on the Young-Rainey STAR Center campus after graduating from the Innovation Center.

awards

Honorable Mention - Cool Tech - 2012
(Homeland Intelligence Technologies)

Honorable Mention - Cool Tech - 2011
(Affor Freedom Technologies)

Governor's Diversification Award Winner - 2008
(Alakai)

Winner Tampa Bay Tech Forum Emerging
Technology Company - 2010 (Alakai)

Three Startups Jump to the Next Level of Success

Field Forensics

In 2007 Field Forensics needed a home and some help, says Field Forensics president Craig Johnson. "I had moved the company's lab from my garage to a sublet apartment that a friend had set up for his own lab," says Johnson. "We had access to the lab after hours and on weekends."

That arrangement worked for a while, but eventually Field Forensics was at the point where it needed more space, says Johnson. The Innovation Center was the solution.

"The Innovation Center provided an Advisory Board, which was invaluable as it helped me think of the business as a whole and not just the problem of the day," says Johnson. "It's easy for entrepreneurs to lose sight of the big picture and without an Advisory Board I might have done that."

Field Forensics on-site location at the Innovation Center also increased the company's visibility locally and regionally, and the close proximity to non-competitive companies working in similar markets was helpful in promoting our products, says Johnson.

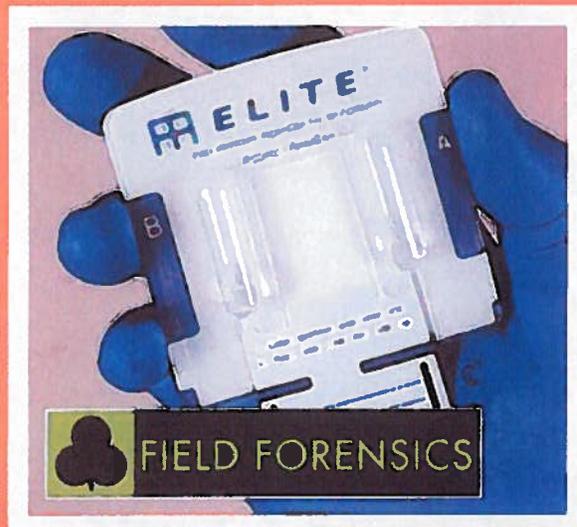
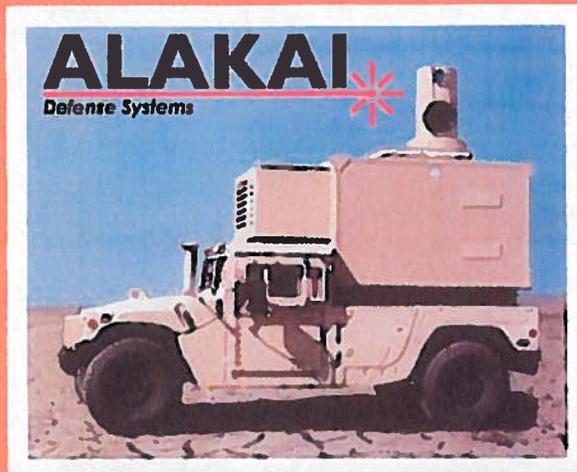
The company's first product, a self-contained explosives detection kit, won the 2006 "R&D 100 Award" from Research & Development Magazine. The kit can fit into a shirt pocket, can detect more than 40 different explosives compounds and has a two-year shelf-life under virtually any storage conditions, says Johnson. It's currently in use by all branches of the U.S. military, as well as most NATO military forces and other military and police forces around the world.

Today, Field Forensics specializes in developing and manufacturing forensics sampling and identification devices for law enforcement, homeland security, and military customers. In 2012, Field Forensics moved out of the Innovation Center and into its own headquarters in the former historic Sealed Ice Cream facility near the USF St. Petersburg campus.

Finalist Tampa Bay Tech Forum Emerging Technology Company - 2009 (Alakai & Field Forensics)

Regional Innovation Alliance Network - Success Story 2011 (Alakai)

Pinellas County Emerging Entrepreneur Award 2009 (Alakai)



framework

Tampa Bay Innovation Center programs have helped numerous entrepreneurs by giving them the support they need to launch their company, accelerate their growth and achieve their goals, which also served to help drive economic growth and development in the region.

1

Entrepreneurs' Hub (eHub)



The eHub was created to connect the entrepreneurial community in Tampa Bay via an online network and through Innovation Center events, such as TECH Talk, StartUp Xchange and IDEA Camp. The online network allows participants to share ideas, knowledge, hurdles and successes with other members of the community. The 260+ members include innovators, service providers, and investors.

2

Launch Lab Co-Working



Innovation can come from anywhere. Many startups were born in someone's garage, spare bedroom or even in the local coffee shop. That can be challenging – both in terms of cramped quarters and isolation. The Innovation Center offers affordable workspace and a small community of like-minded innovators, independent contractors, telecommuters, designers and developers.

3

StartUp Studio



Have an idea that would make a great business? StartUp Studio can help! These hands-on workshops provide participants the opportunity to explore the business value of their idea and communicate what it means to paying customers with guidance from expert coaches, mentors and feedback from other founders.

4

Incubator



Building an idea into a successful business takes subject matter experts, experienced mentors, and trained professionals working collaboratively to form a business strategy. The incubator program provides early-stage startups with a mentor, experienced coach, educational opportunities, networking and additional resources needed to develop an idea into a startup business.

5

Accelerator



Succeeding in today's market takes more than a great idea – it takes a team of experienced advisors, a collaborative environment, and a customized "road map" of strategic goals and milestones. Our accelerator provides startups access to networks, experts, industry peers, international markets, market research, service providers, university support systems and funding.

6

Economic Gardening



The GrowFL Economic Gardening Program at the Innovation Center supports second-stage technology companies in maintaining their momentum. The program includes CEO roundtables, strategic research and two CEO Forums which featured David Weiss, Software CEO and Tony DiBenedetto, Chairman and CEO of Tribridge in 2013.

Where Do I Fit In?

Use this key to see where you fit into the Innovation Center's framework.

■ Early-Stage Startup ● Mentor ★ Investor ▲ Ecosystem + Second-Stage Company

the numbers

30,000 square feet

400+
JOBS

35+ clients

22 patents awarded

24

1,000+ entrepreneurs served

products developed

19

Launch Lab
650
square feet

325
volunteer hours

patents pending

CAPABILITY STATEMENT

STAR-TEC Enterprises, Inc.

**Tampa Bay Innovation Center Capabilities :
Supporting Technology Entrepreneurs & Innovators**

Reducing Risk in Entrepreneurship & Innovation

5/19/2014

About Tampa Bay Innovation Center

Tampa Bay Innovation Center Value Proposition

Tampa Bay Innovation Center (TBIC)¹, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, TBIC offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets. Clients are able to access services either onsite or virtually.

Since its inception ten plus years ago, TBIC has worked with 100's of technology clients, and successfully graduated companies from its accelerator program. Client awards and recognition include:

- Governor's Diversification Award
- Winner Tampa Bay Tech Forum Emerging Technology Company
- Finalist(s) Tampa Bay Tech Forum Emerging Technology Company
- 2011 Regional Innovation Alliance Network – Success Story
- 2008 Pinellas County Emerging Entrepreneur Award
- Cool Tech – Honorable Mention
- 2012 – Tampa Bay Business Journal BizTech Finalist

Innovation Center Recognition

2012 Distinguished Partner - Global Entrepreneurship Week/USA

Winner - Tampa Bay Technology Forum's Excellence in Service Award - 2012

Finalist - Tampa Bay Technology Forum's Excellence in Service Award - 2012

Featured in Kiplinger's "[10 Great Cities for Starting a Business](#)"

Winner - Tampa Bay Technology Forum Professional Services Company of the Year - 2009

Featured in Entrepreneur.com's 2009 Roundup of Business Incubators

Finalist - Tampa Bay Technology Forum Professional Services Company of the Year - 2008

During 2013, TBIC's clients employed more than 400 workers. Thirty-five clients had a combined revenues of \$63.5M. These clients have created 24 new products and received 22 patents with 19 more pending.

With more than 70 professional volunteers, and founding sponsors that include Florida's High Tech Corridor and Pinellas County Government, TBIC is a reputable and respected resource for entrepreneurs and technology innovators. Because TBIC is an independent company with no formal ties to an economic development organization, the company is uniquely positioned to partner with universities, industry associations, or private sector firms to solve the individual challenges associated with high-tech start-ups.

TBIC offers numerous programs targeted at entrepreneurs, founders and innovators. TBIC's staff is certified and credentialed to work with an individual that has an idea to companies with up to 99 employees and \$50 million in revenue. These programs provide training, support, coaching, mentoring, access to networks and capital, and much more. Programs highlights include:

- 1 Million Cups St. Petersburg
- StartUp Studio
- Entrepreneurs' Hub (includes coworking)
- Incubator Services
- Accelerator Services
- Economic Gardening

TBIC Capabilities

TBIC continues to enhance the depth of its capabilities in an effort to provide a "one stop" trusted source to assist innovators and entrepreneurs with the identification and assessment of technologies and industry sources required for critical business solutions. Our vision is to serve as the focal point of innovation for the State of Florida and the Tampa Bay region. Our mission is to Accelerate Entrepreneurial Success and is carried out along three major areas:

- Building Technology Companies
- Building the Innovation Community
- Teaming with Innovation Partners

We accomplish the mission by:

- Raising awareness for the startup community through educational programming and outreach activities
- Advising and mentoring innovators and entrepreneurs
- Connecting company founders with public/private funding
- Hosting growing companies within a dedicated incubator facility, providing mentoring and offering shared services.

Building the Innovation Community: 1 Million Cups, StartUp Studio and Entrepreneurs' Hub

1 Million Cups

Working with the Kauffman Foundation and local volunteer organizers, the Tampa Bay Innovation Center led the effort to organize and launch 1 Million Cups St. Petersburg (1MC) on October 9, 2013, at the St. Petersburg Greenhouse. 1MC is a weekly gathering to educate and connect entrepreneurs and the St. Petersburg community. 1MC has a steady weekly attendance of 70-100 individuals interested in learning about the two startups presenting. Presenters have benefited by accessing customers, connections, mentors and investment dollars through the opportunity provided by 1MC.

StartUp Studio

The Tampa Bay Innovation Center has launched a suite of programs designed specifically for scientists, researchers, engineers and technology entrepreneurs. StartUp Studio uses hands on tools to define the real value of a technology idea, who is in need of the solution and the path to success. StartUp Studio 1.0 provides an interactive, high-energy environment to roll up your sleeves, discover and communicate the business value of your idea. StartUp Studio 1.0 allows entrepreneurs to work collaboratively with certified coaches in eight weekly, small-group sessions to apply a business-focused lens to their idea and assess readiness for the next stage of development – whether it's incubation, licensing or partnerships.

Entrepreneur's Hub

The Entrepreneurs' Hub is dedicated to developing entrepreneurship and venture activity with the programs that combine topical forums with networking opportunities. Innovators and entrepreneurs can join like-minded individuals who share ideas, knowledge, inspiration and opportunities in an environment where real business is discussed and introductions are welcome on TBIC's recently launched social network (ehub.tbinnovates.com).



Entrepreneurs' Hub also features monthly podcasts, Tech News e-newsletter, and programs, as well as invitations to upcoming events and mentor's corner. Monthly programs include:

StartUp Xchange

A unique monthly program designed specifically for innovators and entrepreneurs throughout the region that are trying to determine that essential next step. The Innovation Center provides mentors and staff as real experts to answer questions on what to do next for starting a business or furthering an idea.

TECH Talk

The only FREE monthly breakfast, networking & education event tailored specifically for Tampa Bay's Technology Entrepreneurship Community. This event, now entering its third year, is hosted by Microsoft and provides featured speakers with topics relevant to the Innovator/entrepreneur. More than 600 participants attended TECH Talk in 2012.

Coworking

The Innovation Center provides start-up companies with an environment and variety of services to help them grow more quickly and more successfully. The Innovation Center is pleased to offer a coworking opportunity through its Launch Lab. Participation in Launch Lab is available at affordable rates, and includes access to the Innovation Center's business resource materials as well as the more standard coworking benefits.

Building Technology Companies

Incubator Services

Building a technology idea into a successful business takes subject matter experts, experienced mentors, and trained professionals - all working collaboratively to help you form a business strategy. The Incubator program provides clients with an assigned mentor, educational opportunities, networking and resources to help develop an executable business plan.

The Incubator program focuses on helping to build business by providing:

- Business coaching from an experienced mentor we hand-pick from our extensive partner list and in-house staff
- On-going cooperative marketing
- Continuous networking and training opportunities
- On-site amenities, including conference rooms, a training facility and cafeteria
- Free wi-fi access
- A furnished office
- Office equipment, including projectors, binding machines, etc.
- Fax machine service
- Access to partner organizations
- Invitations to the Innovation Center networking and training events
- Business resource and reference library

Companies interested in becoming an Incubator client must meet the following criteria:

- A researched, viable technology
- Located in the Tampa Bay region
- Interest in growing their business
- Review by Tampa Bay Innovation Center Client Services Team

Accelerator Services

Succeeding in today's competitive market takes more than a great idea – it takes a team of experienced advisors, a collaborative environment, and most importantly, a customized "road map" that identifies strategic goals and milestones. The Accelerator program provides access to networks, experts, international markets, dedicated space, like-minded individuals and peers, market research, service providers, university support systems and funding. Our professional advisors represent a broad range of skills and technical backgrounds with one common attribute: experience. Presidents, CEOs, managing partners and business founders, attorneys, accountants, and consultants have traveled the path from start-up to success and are eager to share their experiences with early-stage entrepreneurs.

The Accelerator program focuses on helping to grow business by providing:

- Business coaching from a team of experienced mentors hand-picked from our extensive partner list and in-house staff
- Opportunities to access business expansion and funding partners
- On-going cooperative marketing
- Continuous networking and training opportunities
- Receptionist services
- Fax machine service
- On-site amenities including conference rooms, a training facility, free parking and a full-service cafeteria
- Office equipment, including projectors, binding machines and more
- Access to the Microsoft Bizspark Program

- Free wi-fi access
- A dedicated furnished office

Admission Criteria

Companies interested in becoming an Accelerator client are reviewed by a vetting committee and must meet the following criteria:

- Company headquartered in Tampa Bay
- Full-time commitment of operating executive
- Operating history of at least six months

Teaming with Innovation Partners

The Innovation Center's success and strength is aided by nearly 100 direct volunteers and mentors from major research universities/institutions, funding and venture capital organizations, defense program offices, legal and accounting firms, community support organizations and other professional service providers.

Young-Rainey Science, Technology and Research Center (STAR Center): The Innovation Center occupies up to 50,000 square feet of light manufacturing, wet lab and office space within the STAR Center. The STAR Center is located on the western portal of Florida's High Tech Corridor. It is located in the center of Florida's coast only ten miles from the beautiful Gulf of Mexico, six miles from the St. Petersburg/Clearwater International Airport and 20 miles from the Tampa International Airport. The STAR Center is home to more than 40 technology companies that employ more than 1,500 workers. The STAR Center also offers qualified companies opportunities to participate in Foreign Trade Zone 193.

Microsoft BizSpark™ Partner: BizSpark™ provides access to current, full-featured tools and platforms for designing, developing, testing and demonstrating software applications. This global program helps software startups succeed by giving them access to Microsoft software development tools, connecting them with key industry players and providing marketing visibility to help entrepreneurs who are starting a business.

CEO Council of Tampa Bay: CEO Council members have provided more than 250 hours of guidance and mentorship annually to Innovation Center clients. The mission of the CEO Council is to be the premier organization for entrepreneurial Chief Executive Officers in the Tampa Bay area of Florida. The Council's foundation is built upon its ability to build relationships, generate ideas and formulate solutions. All three components are focused on the management and growth of the members' businesses. The CEO Council is comprised of entities with a minimum of 25 employees and annual revenues of \$3 million. Their 150+ members represent approximately 20,000 employees.

Florida High Technology Corridor (FHTCC): FHTCC is a regional economic development initiative of the University of Central Florida, the University of South Florida and the University of Florida whose mission is to grow high tech industry and innovation in the region through research, workforce and marketing partnerships. A partnership involving more than 25 local and regional economic development organizations (EDOs) and 14 community colleges, the Council is co-chaired by the presidents of UCF, USF

and UF. The unique partnership has resulted in a strategic approach to high tech economic development that involves matching funds research, workforce development and a marketing program leveraging governmental, EDO and corporate budgets on a regional rather than local basis.

Florida Federal Contractors Association (FFCA): FFCA is a non-profit business league and economic development association. The mission of FFCA is to provide important educational programming and training seminars for member companies, foster collaboration among regional businesses engaged in or capable of engaging in federal contracting work and marketing the region's federal contracting capabilities.

USF Center for Advanced Medical & Learning Simulation (TBRIC): University of South Florida Center for Advanced Medical & Learning Simulation Tampa Bay Research & Innovation Center brings together clinical faculty, engineers, computer scientists, management experts, human factors psychologists, and industry partners to find solutions through technology and systems for important healthcare challenges.

USF Connect: The mission of USF CONNECT is to deliver a wide range of business development services to technology business throughout the Tampa Bay region and the State of Florida. The Innovation Center and USF CONNECT have partnered to create an "Entrepreneurial Ecosystem" for technology startups. Elements of the collaboration include: create/enhance an entrepreneurial support system for local technology startups, encourage research collaboration between Innovation Center clients and USF faculty, deliver and more.

Pinellas County Economic Development (PCED): PCED works with existing businesses and entrepreneurs to encourage expansion and seeks to attract new companies with high-wage careers to Pinellas County. Through investment tools, professional courses and business counseling sessions, trade missions to open new markets, as well as local, regional and statewide partnerships, PCED fosters growth and a pro-business climate in Pinellas County, Florida.

Florida Venture Forum (FVF): FVF is a 501(c)(6) non-profit organization that is supported locally by private companies, service providers, venture capitalists and academic institutions. The FVF provides programs on a statewide basis attended by venture capitalists, investors, bankers, corporate executives, accountants, lawyers and entrepreneurs.

Tampa Bay Technology Forum (TBTF) TBTF is a non-profit membership association committed to connecting and growing the technology community in Tampa Bay.

Florida Virtual Entrepreneurship Center (FLVEC): FLVEC is a free web portal designed to connect entrepreneurs with business support organizations, programs and service providers who can support their new or growing business.

Conclusion

The Innovation Center is well-positioned to leverage its staff, mentors and advisory board members, and programs to start-up companies. The Center has a following of more than 2,500 subscribers for its e-newsletter, events, programs and conferences. The organization has been an active since 2003 in the National Business Incubator Association and the Florida Business Incubator Association and is well-

connected within the industry. The Center offers three incubation programs located within Pinellas County, Florida:

- Tampa Bay Innovation Center, created in 2003, located in the Young-Rainey Science, Technology & Research Center. Home to more than 20 startups. Hosting capacity at 30,000 SF.
- Launch Lab™, created in 2011, located within the Innovation Center is a coworking facility for independents. Hosting capacity 650 SF.
- City of Clearwater – Virtual Incubator Program, established in March 2013. The Center will provide services for up to six startups located within the City's Tech Zone.

¹ TBIC (www.tbinnovates.com) is operated by STAR-TEC Enterprises, Inc., a Florida 501(c) (3) non-profit corporation whose goal is to foster entrepreneurial growth, create jobs, and promote economic development through established business assistance and support programs.



Attachment D

Email from Mike Meidel on Proof of Financial Capability

Tonya Elmore

From: Meidel, Mike <mmeidel@co.pinellas.fl.us>
Sent: Friday, May 16, 2014 6:09 PM
To: Tonya Elmore
Subject: Language for City of St. Petersburg RFP

To: Tonya Elmore, Tampa Bay Innovation Center
Re: RFP for Potential Incubator Site in St. Petersburg

As executive director of Pinellas County's Industrial Development Authority, I approve the following language for inclusion in your response to the City's RFP:

Proof of financial capability:

Pinellas County Economic Development (PCED), through the Pinellas Industrial Development Authority, provides substantial annual funding for the Tampa Bay Innovation Center (Innovation Center).

PCED sees an opportunity to remain a solid financial partner to the Innovation Center as an extension of the Center's effort to expand into St. Petersburg. This extension of support will be leveraged by Federal funding, loans and private sector support provided by the Innovation Center.

This will allow PCED to continue the momentum of its partnership with the Innovation Center that has been established for more than a decade.

Additionally, the Innovation Center has consistently delivered on their contract for service and has provided an excellent return on the County's investment.

Sincerely,

Mike Meidel
Director, Pinellas County Economic Development
13805 58th Street N., Suite 1-200
Clearwater, FL 33760
(727) 464-8114
mmeidel@pinellascounty.org

Follow Pinellas County Economic Development



[Pinellas County, Idea Business Climate – PCED.org](http://PinellasCounty.IdeaBusinessClimate-PCED.org)
Subscribe: Pinellas Business News

All government correspondence is subject to the public records law.

Attachment E

A signed proposal that is Exhibit "B" to this RFP

EXHIBIT "B"

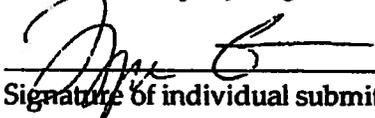
**REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF CITY-OWNED PROPERTY WITHIN
THE BAYBORO HARBOR COMMUNITY REDEVELOPMENT AREA**

Issue Date: APRIL 20, 2014

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City of St. Petersburg on April 20, 2014

TAMPA BAY INNOVATION CENTER

Name of Company/Organization



Signature of individual submitting proposal
for above Company/Organization

TONYA ELMORE

Printed name of individual

elmoret@tbinnovates.com

E-mail address

727-547-7340

Phone

727-547-7350

Fax

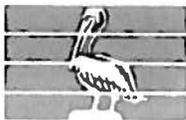
5-16-14

Date

Attachment F

Letters of Support for St. Petersburg Incubator to Governor Rick Scott from:

- City of St. Petersburg
- Florida Federal Contractors Association
- General Dynamics
- Florida Venture Forum
- BioFlorida Research Council of Tampa Bay
- Nielsen
- Homeland Intelligence Technologies
- Pinellas County Economic Development
- The University of South Florida Center for Entrepreneurship
- National Forensic Science Technology Center
- St. Petersburg Chamber of Commerce



CITY OF ST. PETERSBURG

OFFICE OF THE CITY COUNCIL
Karl Nurse, Chair
District 6

May 14, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott:

As a St. Petersburg City Council Member, I support the allocation of funds in the state budget for the St. Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg, but for the entire Tampa Bay region.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

The St. Petersburg City Council views job creation as one of our two highest priorities. We have considerable niches in marine science and medical research. We believe this incubator can help speed the development of additional jobs.

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community.

Sincerely,

Karl Nurse, Chair
St. Petersburg City Council



May 10, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record of creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

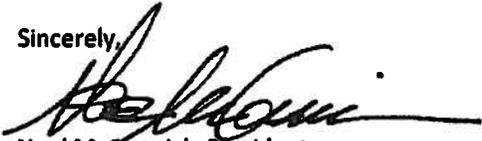
The Florida Federal Contractors Association works with the Tampa Bay Innovation Center throughout the year on initiatives that support and grow the defense sector. Specifically, we are in our seventh year jointly hosting the Florida Defense & Technology Showcase which continues to spotlight defense based technologies to prime contractors nationwide.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that helps emerging and entrepreneurial companies in the technology and manufacturing sectors accelerate their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind-to-market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As an industry organization, we have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those who are willing to start their own companies and hire Floridians.

Sincerely,



Noel McCormick, President
727-735-9633

7887 Bryan Dairy Road, Suite 500 * Largo, FL 33777 * 727-623-0925

www.FloridaFederalContractors.org

**General Dynamics
Ordnance and Tactical Systems**

Timothy J. Bagniefski
Vice President, Marketing and Business Development

Office Phone: 727-578-8148
Office Fax: 727-578-8759
Cell Phone: 727-688-0665

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

As a large defense contractor in Pinellas County, we have come to rely on the type of technology innovation cultivated by the Tampa bay Innovation Center. It has yielded several promising technologicis for potential defense applications that will save soldier's lives.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As a business leader in the Florida defense & aerospace sector, I have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

Timothy J. Bagniefski
VP, Marketing & Business Development

11399 16th Ct. N
St. Petersburg, FL 33716



FLORIDA VENTURE FORUM

July 10, 2013

Honorable Rick Scott
Governor of the State of Florida
Capitol
S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St. Petersburg Technology Incubator. This allocation is an important investment in an entity that has a proven track record of creating jobs and paying economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

As the leader of a statewide organization dedicated to fostering entrepreneurship and innovation in Florida, I can attest to the critical importance of regional incubators. Their unique role in developing and nurturing innovation at the most critical stages is indispensable in our common effort to accelerate Florida-born and Florida-based businesses, which produce revenue and create jobs for our state and its people.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets. In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. I have experienced first-hand the impact of the innovation economy in our state, and in the Tampa Bay Region. As our economy continues to grow, it remains critical that we continue to support one of Florida's greatest resources and economic drivers: those who start their own companies and hire Floridians.

Sincerely,

Kevin Burgoyne
Executive Director, Florida Venture Forum

Florida Venture Forum, Inc.

- Chair
David Palmer
Hill World Headquarters
- Vice Chair
Steve Kim
Stonebridge Growth Capital
- Treasurer
Dora Pappalardo
CIBC World Markets LLP
- Program Chair/2013 Conference Co-Chair
Lawrence E. Geller
Raymond James & Associates
- 2013 Conference Co-Chair
Barbara H. Johnson
George Singerman LLP
- 2014 Conference Chair
Stanley "SLASH" Jacobs
Overseas Technology, P.A.
- Host/Meeting Chair
April Young
Horizon Technology Growth Capital
- Immediate Past Chair
Richard Medson
Frontier Capital
- Executive Director
Kevin Burgoyne
Florida Venture Forum
- Program Director
Pat Schuchman
Florida Venture Forum
- BOARD MEMBERS
- Scott A. Baker
Holland & Knight
- Gregory Berry
Hamilton Lane
- Jeffrey A. Bidger
Hydra Park Capital Partners, LLC
- Bob Bergman
Shurtz & Shurtz
- Burt Caldwell
Innovatus AG
- Allyson Caryllano
Toscani Partners
- Steven R. Casson
Vestal & White, CPAs
- Charles Cherni
Cannopy, Corbin, Fields & McArthur
- Andy Cohen
Chris Fyfe, Inc.
- Gary Colburn
Interprective, LLC
- Frank H. Dalton
Palmetto Equity Partners
- Abigail A. Ferrarini
Chen, Rosenbaum & Byers, LLP
- Paul B. Gibson
Bridge Bank, P.A.
- Wayne Heltzer
Horizon Venture Partners
- John Iggo
Edward Williams
- Dale Johnson
Shore Valley Bank
- Jonathan Kishik
Antares Capital Corporation
- Leah Leshner
Telegraph Florida, Inc.
- Scott A. Miller
Grant Thornton
- Serge Martin
Toscani Ventures, LLC
- Cheryl Bertha
Harbor View Advisors
- Bill McCarthy
Three Cities Capital Funds
- Peeter Mestik
Sagor & Roth
- John Miller
Bayport Investments Fund, L.P.
- Timothy A. Morrison
Investment Associates
- Peter Roberts
Llewellyn, Droadick, Deane, Komer & Boyd, P.A.
- Matt Rife
Bridges Point Ventures, LP
- W. Barry Scott
A&E
- Clayton Sorenson
CapitalSource Partners
- Alan Tuckey
Huron-Bainbridge Partners
- John Tullis
Tullis Wealth Management
- Mark Urban
Weddingday Financial
- Steve Vassallo
Foley & Lombar, LLP
- Billie Varga
McCluskey
- Michael A. Wasserman
H.E.B. Staffman
- John M. Wright
Cherry Bekaert, LLP

BIOFLORIDA
RESEARCH COUNCIL OF
TAMPA BAY

May 10, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, Florida 32399-0001

Dear Governor Scott,

We are writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, we urge you to support these types of investments to accelerate the growth of Florida's startup community. We have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,


Deborah Sutherland, PhD
Chair, BioFlorida Regional Research Council
of Tampa Bay


Michael Van Butsel
Co-Chair, BioFlorida Regional Research Council
of Tampa Bay



May 15, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

Nielsen wants to be included in conversations around job growth in Tampa Bay and in the State of Florida. The expansion of the Tampa Bay Innovation Center program is an example of this potential growth opportunity. This is critical to their long-term success and creating even more high-tech, high wage jobs for the region. In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. We have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

A handwritten signature in cursive script that reads "Amy Rettig".

Amy Rettig
VP, Public Affairs, Nielsen



Homeland Intelligence Technologies, Inc.

"Real time solutions for the real world"

U.S. / PCT PATENTS PENDING

May 13, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

Our company was assisted by the Innovation Center as a start up, and was instrumental in our growth and success that we experience today. The mentoring and services they provided were extremely valuable assets to us, as they would help any new business that went through the program.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As a business owner I have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

Gary M Damon
President

7887 Bryan Dairy Rd., Largo, FL 37777

www.homelandintel.us



**PINELLAS
COUNTY**

ECONOMIC DEVELOPMENT

May 15, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

Pinellas County Economic Development, through the Pinellas Industrial Development Authority, provides substantial annual funding for the Tampa Bay Innovation Center (TBIC). These organizations have been partners for over 10 years. The TBIC has consistently delivered on their contract for services and has provided an excellent return on the County's investment.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As Enterprise Florida's primary economic development partner for Pinellas County, we have experienced first-hand the impact of the Innovation Center on the economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

Michael Meidel, Director



May 13, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399 0001
Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

Having served on the Board of the Tampa Bay Innovation Center, I can personally attest to the importance of this initiative. This incubator will not only provide a nurturing environment for new companies but also provide a location for the exchange of new innovative ideas among entrepreneurs and sources for financing and commercialization.

The Tampa Bay Innovation Center, a public/private non profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As the Director for the USF Center for Entrepreneurship and a serial entrepreneur, I have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Fountain".

Michael W. Fountain PhD, MBA
Director, USF Center for Entrepreneurship
The John and Beverley Grant Endowed Chair in Entrepreneurship
Professor in Industrial and Managing Systems Engineering
Professor in Psychiatry and Behavioral Medicine



National Finance Science Technology Center
ACCELERATING ECONOMIC JUSTICE

7881 114th Avenue North

Largo, FL 33773

ph (727) 549-6067

fx (727) 549-6070

www.nfstc.org

May 13, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

I am writing to urge you to support the allocation of funds in the state budget for the St. Petersburg Technology Incubator. This allocation is an important investment with an entity that has a proven track record in creating jobs and providing economic dividends not only for the City of St. Petersburg and Pinellas County, but for the entire Tampa Bay region.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. The Innovation Center offers a unique mind-to-market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, I urge you to support these types of investments to accelerate the growth of Florida's startup community. As a CEO, I have experienced first-hand the impact of the innovation economy in our region. Florida must pay special attention to those that are willing to start their own companies and hire Floridians.

We look forward to working your support.

Warm regards,

A handwritten signature in black ink that reads 'Kevin L. Lothridge'. The signature is written in a cursive, flowing style.

Kevin Lothridge, CEO

Kevin.lothridge@nfstc.org



CHAMBER

ST PETERSBURG AREA CHAMBER OF COMMERCE

THE CHAMBER BUILDING
100 SECOND AVE. N., SUITE 150
ST PETERSBURG, FL 33701

T 727.821.4089
F 727.895.6328
www.slpete.com

May 9, 2013

The Honorable Rick Scott
Office of the Governor
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott,

The St. Petersburg Chamber wants to urge you to support the allocation of funds in the state budget for the St Petersburg Technology Incubator. This is an important investment for our community. The Tampa Bay Innovation Center has a proven track record in creating jobs and providing economic dividends not only for the City of St Petersburg, but for the entire Tampa Bay region.

The Tampa Bay Innovation Center, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring services, market research, shared equipment, conference and office space, educational workshops and access to financial markets.

In terms of economic impact, the average return on investment for incubator or accelerator programs is generally 8:1. The Innovation Center returned a 20:1 investment during its first year of operation!

Governor Scott, the Chamber urges you to support the St. Petersburg Technology Incubator to accelerate the growth of Tampa Bay's startup community. As an advocate for smarter economic growth, I have experienced first-hand the impact of the innovation economy in our region. As our economy continues to grow in Florida, we must pay special attention to those that are willing to start their own companies and hire Floridians.

Sincerely,

Chris Steinocher

President/CEO

St. Petersburg Area Chamber of Commerce

Attachment G

Original request from the Tonya Elmore, President & CEO, Tampa Bay Innovation Center, dated April 10, 2014 to David Goodwin, Director, Planning & Economic Development, City of St. Petersburg



7887 Bryan Dairy Road, Suite 220, Largo, FL 33777
www.tbinnovates.com

Main Office: 727-547-7340
Fax Number: 727-547-7350

April 10, 2014

David Goodwin
Director, Planning & Economic Development
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Dear Mr. Goodwin:

The Tampa Bay Innovation Center (Innovation Center) is requesting that the City of St. Petersburg (City) consider a proposal to lease on long-term basis property owned by the City to the Innovation Center to construct a 40,000 SF purpose built facility to house entrepreneurs, scientists, researchers and innovators. The details of the property and proposal are described later in this document.

The Innovation Center is a 501(c)3 not-for-profit organization that has been in operation for more than ten years. Currently housed at the Young-Rainey Science, Technology and Research Center in Largo, the Innovation Center is an incubator that helps area entrepreneurs launch and grow successful companies. Clients receive coaching, business assistance and a network to develop their idea into a viable business through educational programming, mentoring, dedicated facilities, co-working opportunities, professional services and more. Based on findings from a recent feasibility study, conducted by Greenwood Consulting Group and commissioned by the Innovation Center, the City property is ideally situated to build the recommended purpose built incubator facility.

The following is a summary of the proposed transaction.

Parties: City of St. Petersburg (City)
 The Tampa Bay Innovation Center (Innovation Center)

Land Transactions:

- The Innovation Center proposes to construct approximately a 40,000 SF facility that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs. The Innovation Center will leverage the City property to seek funding for the project from government (Federal, State, and County) and private sector partners. Upon funding the anticipated timing to begin construction is within a two-year period.
- The City owns approximately 2.5 acres located at the southwest corner of 4th Street South and 11th Avenue South.
 - PIN: 17/31/30/77400/000/0010 (approx. 34,969 sf.)
 - PIN: 17/31/30/77418/000/0010 (approx. 74,177 sf.)
- The City will lease to Innovation Center vacant land totaling (+/-)2.5 acres at the southwest corner of 4th Street South and 11th Avenue South for \$1.00 per year for 25 years, with (5) 5 year options to renew on terms mutually agreeable to the parties.
- The City will initiate a vacation to vacate the alley located on the property.
- The City will initiate an amendment to the zoning so that the land is zoned appropriately for the proposed facility.

Benefits of transaction:

- The project would serve as a focal point for innovation, leveraging the presence of marine science and healthcare technology industries already located within the proximity of the proposed parcel.
- Provides the Innovation Center the ability to bring its ten-year plus track record of creating successful technology spin-outs and hundreds of new high-tech, high wage jobs directly to the City of St. Petersburg.
- Project would enhance the Bayboro Community Redevelopment Area, creating hundreds of jobs in construction, research and technology sectors by locating on the edge of the District and serving as a job catalyst for a distressed, blighted area.
- The project includes available parking for trail users to support City's trail system.
- The Center will provide a small dedicated area to build a memorial to honor our Native Americans.
- The site to be leased from the City would accommodate a facility that supports the growth of technology companies. The facility would comprise approximately 40,000 SF. The construction of such a project would support numerous design and construction jobs.

More than 100 employees of the combined effort from startups, an anchor tenant and the Innovation Center would be hired to work in the facility.

Contingencies:

This project is contingent upon the Innovation Center receiving funding to construct the facility. If project funding is not secured within the next two years, the proposal will be null and void.

Procedural Requirements:

Proposal is subject to approval by Mayor Kriseman and the St. Petersburg City Council.

We appreciate the opportunity to present this proposal as we believe the property represents an opportunity for the Innovation Center and the City to greatly benefit the community. We look forward to working with you on this project. Thank you.

Sincerely,



Tonya Elmore
President & CEO

cc: ✓ Chris Paradies, Chairman, Tampa Bay Innovation Center
✓ Rob Kapusta, Chairman, St. Petersburg Incubator Planning Committee
✓ Sophia Sorolis, Economic Development & Greenhouse Manager



ABOUT

Tampa Bay Innovation Center (the Innovation Center)¹, a public/private non-profit partnership, is an innovation and entrepreneurship center that assists emerging and entrepreneurial companies in the technology and manufacturing sectors in accelerating their success. Serving the role often played by a business incubator or business accelerator, the Innovation Center offers a unique mind to market model for working with entrepreneurs from concept through exit strategy, providing mentoring, coaching, shared equipment, conference and office space, educational workshops and access to financial markets. Clients are able to access services onsite or virtually.

ECONOMIC IMPACT – 2013

Based on the 2013 Innovation Center annual report, more than 400 direct jobs were sustained² by its 35+ clients which created more than \$63M in revenue. These clients developed 24 new products and were awarded 22 patents. The economic and fiscal implications provided by Greenwood Consulting Group (GCG) are noted below.

- Employment impact is 400 full time jobs.
- Value added impact is \$8.9M.
- Labor impact is 200 full time jobs.
- Average annual wages exceed \$150,000.
- Total Economic Impact is \$71.9M.

Additionally the Innovation Center offered 60+ events and educational programs which were attended by more than 1,000 participants.

WHY ST. PETERSBURG

The Innovation Center has a proven track record of operating a technology incubator in Pinellas County. When looking to expand, the Center commissioned GCG to conduct a feasibility study. The study concluded that the expansion should take place in St. Petersburg and that the Innovation Center should be the champion for the effort. It also noted that a significant (more than double) number of surveys were returned to support the project than any other study undertaken by the GCG previously, including Metro Areas twice the size of the Tampa Bay marketplace. The study also highlighted the synergy and potential with existing research institutions, located and growing in St. Petersburg.

The Innovation Center also received a grant from the State of Florida to launch an incubator within the City. The grant is geared towards working with entrepreneurs in the marine science and healthcare technology industries. The grant helped launch 1Million Cups and establish partnerships with the Greenhouse, SRI, St. Petersburg College, USF-SP, Johns Hopkins University and other research institutions.

Notes and Sources

¹ TBIC (www.tbinnovates.com) is operated by STAR-TEC Enterprises, Inc., a Florida 501(c) (3) non-profit corporation whose goal is to foster entrepreneurial growth, create jobs, and promote economic development through established business assistance and support programs.

²Sustained equals (created – lost + continued).

³Feasibility Study and Economic Impact Analysis by Greenwood Consulting Group.

⁴Note: Portrayed conservative lower end economic impact figures provided by Greenwood Consulting Group. Upper bound impact was \$128.3M and 414 indirect/induced jobs for a total of 814 jobs sustained.

RESOLUTION 2014 - ____

A RESOLUTION FINDING THAT 1) THE DISPOSITION OF LOT 1, ROYAL POINCIANA SUBDIVISION – KAMMAN PARTIAL REPLAT AND LOTS 1, 2, 3, 4, 5, AND 6. ROYAL POINCIANA SUBDIVISION ("DISPOSITION") AT LESS THAN FAIR VALUE WILL ENABLE THE EXPANSION AND SUPPORT FOR BUSINESS INCUBATOR FACILITIES AND OTHER JOB CREATING, EMPLOYMENT ORIENTED USES AND FURTHER THE DEVELOPMENT OF THE INNOVATION DISTRICT BY PROVIDING SPACE FOR RESEARCH, INCLUDING BUT NOT LIMITED TO, HEALTH SCIENCES AND MARINE RESEARCH WHICH IS CONSISTENT WITH, AND WILL FURTHER THE IMPLEMENTATION OF THE BAYBORO HARBOR COMMUNITY REDEVELOPMENT AREA PLAN OBJECTIVES; AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; PROVIDING THAT THE DISPOSITION SHALL BE TO TAMPA BAY INNOVATION CENTER, OPERATED BY STAR-TEC ENTERPRISES, INC., A FLORIDA NON-PROFIT CORPORATION ("TBIC"); AUTHORIZING ADMINISTRATION TO NEGOTIATE A LEASE AND DEVELOPMENT AGREEMENT WITH TBIC THAT WILL BE BROUGHT TO CITY COUNCIL FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 14, 2014, the City of St. Petersburg ("City") received a proposal from TBIC to lease and develop City-owned property located at the southwest corner of 4th Street South and 11th Avenue South ("City Property"); and

WHEREAS, since the City Property is located within the Bayboro Harbor Community Redevelopment Area, Real Estate and Property Management promptly scheduled a public notice pursuant to Florida Statute 163.380, which was published on April 20, 2014, advertising that an offer to lease and develop the City Property had been received and inviting any alternative proposals from private redevelopers or any persons interested in undertaking the lease and development of the City Property compatible with the Bayboro Harbor Community Redevelopment Plan; and

WHEREAS, the City desires that the City Property be developed with not less than a 40,000 square foot facility, at no cost to the City that will provide jobs and help support the community by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research uses in support of the objectives and uses through the development mechanisms incorporated into the Bayboro Harbor Community Redevelopment Plan and help support the community by providing space for research, including but not limited to, health sciences and marine research; and

WHEREAS, the deadline of May 20, 2014 passed and no alternative proposals were received; and

WHEREAS, the City Property contains approximately 2.5 acres and is legally described as:

Lot 1, ROYAL POINCIANA SUBDIVISION – KAMMAN PARTIAL REPLAT a subdivision according to the plat thereof recorded at Plat Book 61, Page 91, in the Public Records of Pinellas County Florida (30/31/17/77418/000/0010)

AND

Lots 1, 2, 3, 4, 5, and 6 ROYAL POINCIANA SUBDIVISION, a subdivision according to the plat thereof recorded at Plat Book H-7, Pages 8 and 9, in the Public Records of Hillsborough County, Florida, of which Pinellas County Florida was formerly a part (30/31/17/77400/000/0010); and

WHEREAS, the City Property was obtained from All Children's Hospital, Inc. ("ACH") simultaneous with the City's conveyance of the City Property leased to the YWCA at the northwest corner of 4th Street and 6th Avenue South to ACH on December 16, 2013 in accordance with the transaction approved by City Council on August 22, 2013 by Res. No. 2014-321; and

WHEREAS, the City Property has a total land area of ±109,141 sq. ft. (±2.51 acres) of which ±94,538 sq. ft. (±2.17 acres) is considered uplands and developable, consists of two parcels, is rectangular in shape and located at the southwest corner of 4th Street South and 11th Avenue South bordered to the south and west by Booker Creek with the two parcels being divided by a 10' alley running north/south; and

WHEREAS, the City Property was appraised for the previous transaction on May 29, 2013 by Paul Willies, State Certified General Appraiser, who indicated the market value to be \$828,000; and

WHEREAS, TBIC proposal requested that the City lease the City Property on a long-term basis that would allow for TBIC to construct a facility to house entrepreneurs, scientists, researchers and innovators; and

WHEREAS, TBIC has been in operation for more than ten years, and is currently housed at the Young-Rainey Science, Technology and Research Center in Largo where it functions as an incubator that helps area entrepreneurs launch and grow successful companies with its Clients receiving coaching, business assistance and a network to develop their idea into a viable business through educational programming, mentoring, dedicated facilities, co-working opportunities, and professional services; and

WHEREAS, the concept of an incubator is now a vital part of regional economic development as startup companies are developed and supported through mentoring and coaching in a creative environment; and

WHEREAS, based on findings from a recent feasibility study, conducted by Greenwood Consulting Group and commissioned by TBIC, the City Property is ideally situated to locate the recommended purpose built incubator facility highlighting the synergy and corroboration potential with existing research institutions currently located and growing in St. Petersburg; and

WHEREAS, TBIC also submitted copies of letters evidencing broad support for funding from the State of Florida for TBIC's Technology Incubator from more than ten agencies and companies; and

WHEREAS, since its inception over ten years ago, TBIC has a proven track record in creating jobs and providing economic benefits through its incubator program where it excels in assisting emerging companies with promising technologies to become sustainable reality as it works with entrepreneurs; and

WHEREAS, TBIC's mentoring services, market research, shared equipment, and space help to provide economic opportunity and impact for its clients; and

WHEREAS, the following business points will form the basis of the lease and development agreement:

1. **Lease and Development Agreement.** The City and TBIC shall execute a lease and development agreement ("Agreement") for the City Property which is vacant land totaling approximately 2.5 acres at the southwest corner of 4th Street South and 11th Avenue South for a nominal rent with an initial term of 25 years, with the right to renew for five (5) additional terms of five (5) years each on terms and conditions mutually agreeable to the parties.
2. **Facility.** Subject to City Administrative and Regulatory approvals, TBIC shall design and construct a facility of approximately 40,000 SF ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs.
3. **Grant Funding and Construction.** It is TBIC's intent to leverage the City property to seek grant and other funding for the project from government (Federal, State, and County) and private sector partners. Accordingly, the

Agreement will provide an approximate two (2) year period to obtain such funding and provide that TBIC may encumber the Agreement with the consent of City Council, but shall not encumber the fee simple interest of the City Property. The Lease shall commence upon TBIC's notice and demonstration to the City that funding is committed. Thereafter, construction shall begin within two (2) years with construction completed not more than two (2) years after construction begins.

4. **Vacation of Alley.** The City will initiate a procedure to vacate the alley located on the property. TBIC will be responsible for any removal or relocation of utilities within the alley to accommodate its site plan.
5. **Rezoning.** The City will initiate an amendment to the zoning so that the land is zoned appropriately for the proposed facility.
6. **Job Creation.** In addition to the Building, TBIC shall endeavor to create 100 or more new jobs through the growth and development of client startups, an anchor tenant, and TBIC staffing needs following completion of the Building.
7. **Restriction on Transfer of City Property.** TBIC may not assign or transfer the Agreement, in whole or in part, without the prior written consent of the City of St. Petersburg City Council ("City Council") which consent may be granted or denied in City Council's sole discretion.
8. **Failure to Obtain Funding:** If project funding is not secured by TBIC and demonstrated to the City within two (2) years, the Agreement will terminate without notice.
9. **Failure to Develop.** In the event that TBIC is unable to develop the City Property within two (2) years of the Agreement's commencement date, the City may unilaterally terminate the Agreement and TBIC shall return the City Property free and clear of all liens, encumbrances, and restrictions.
10. **Permitted Use.** TBIC shall use the City Property to construct a facility to house entrepreneurs, scientists, researchers and innovators, and for no other purpose without the express written consent of the City Council, which consent may be granted or denied in City Council's sole discretion; and

WHEREAS, TBIC and the City's Greenhouse work collaboratively on programming and services, relative to the Greenhouse mission to assist entrepreneurs in the area of innovation and small business including the Greenhouse hosting TBIC educational and outreach programs that expand the scope of resources available to the start-up community and this relationship is providing a pathway for the City's entrepreneurial development; and

WHEREAS, with the TBIC's new, temporary location at St. Petersburg College downtown, called the St. Petersburg TEC garage, additional synergies are contemplated with this proposed development of a state-of-the-art facility in the City's Innovation District, close to educational and research partners which will create an entrepreneurial ecosystem; and

WHEREAS, the transaction described in this report is consistent with the Bayboro Harbor Community Redevelopment Area Plan objectives as it will encourage economic development, expansion and support for medical facilities and other job creating, employment oriented uses and further the development of the innovation district by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research;

WHEREAS, a public hearing in accordance with Florida Statute 163.380 has been duly noticed and held on the 19th day of June, 2014.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, this City Council finds that 1) the disposition of Lot 1, Royal Poinciana Subdivision – Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value will enable the expansion and support for business incubator facilities and other job creating, employment oriented uses and further the development of the Innovation District by providing space for research, including but not limited to, health sciences and marine research which is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and

BE IT FURTHER RESOLVED that the Disposition shall be to Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation ("TBIC"); and

BE IT FURTHER RESOLVED that Administration is authorized to negotiate a Lease and Development Agreement with TBIC that will be brought to City Council for approval.

This Resolution becomes effective immediately upon its adoption.

LEGAL:



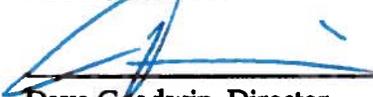
City Attorney (Designee)
Legal: 00195963.doc V. 3

APPROVED BY:



Bruce Grimes, Director
Real Estate & Property Management

APPROVED BY:



Dave Goodwin, Director
Planning & Economic Development



ST. PETERSBURG CITY COUNCIL

MEETING OF: June 19, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number LCA 1534

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

LCA:	<u>1534</u>
NUMBER OF STRUCTURES:	<u>103</u>
ASSESSABLE AMOUNT:	<u>\$19,487.99</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$19,487.99 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67022	GROSSMAN, JENNIFER NICOLE 12400 CHICKASAW TRL LARGO FL 337742827	27 31 16 01746 000 0010 AUSTIN'S SUB LOT 1	3851 15TH AVE S	184.38
LCA 1534 67023	CHAVOUS, MATTIE M EST 4464 CATALINA CIR EAST POINT GA 303446553	28 31 16 02034 000 0150 BACK BAY HOMES LOTS 15 AND 16	4601 QUEENSBORO AVE S	224.47
LCA 1534 67024	KLEIN, BENJAMIN 1286 PRESIDENT ST BROOKLYN NY 112134238	30 31 17 03294 043 0021 BAYBORO BLK 43, N 90FT OF LOT 2	216 15TH AVE SE	184.38
LCA 1534 67025	W T H OAKMONT MTG POOL 285 LP 4100 MIDWAY STE 1110 CARROLLTON TX 750071977	21 31 16 07182 012 0090 BELLECREST HEIGHTS BLK 12, LOT 9	4927 5TH AVE S	204.43
LCA 1534 67026	PERRIN, WARD E EST 5202 S KIMBARK AVE CHICAGO IL 606154010	09 31 16 10998 001 0030 BRENTWOOD HEIGHTS 2ND ADD BLK 1, LOT 3	3325 55TH ST N	184.38
LCA 1534 67027	FOX FUND 6A 170 THE DONWAY W STE 14061 TORONTO ON CN M3C2E8	30 31 17 12708 000 0540 BUENA VISTA LOT 54	836 14TH AVE S	184.38
LCA 1534 67028	SANDERSON, DAVID 3738 1ST AVE N SAINT PETERSBURG FL 337138313	22 31 16 14418 007 0060 CENTRAL AVENUE HEIGHTS BLK 7, LOT 6	3738 1ST AVE N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67029	PIZZUTO, C MICHAEL EST 6217 2ND AVE N SAINT PETERSBURG FL 337108417	20 31 16 14670 002 0150 CENTRAL PASADENA BLK B, LOT 15	6217 2ND AVE N	184.38
LCA 1534 67030	HUYNH, TOMMY 476-B 54TH ST STE 16 BROOKLYN NY 112203105	27 31 16 15408 001 0171 CHILDS PARK BLK 1, N 62FT OF LOTS 17 & 18	1832 35TH ST S	184.38
LCA 1534 67031	4124 BEACH DRIVE LLC 1596 SHIRLEY PL INVALID ZIP CODE	05 32 17 18072 036 0070 COQUINA KEY SEC 2 BLK 36, LOT 7	4124 BEACH DR SE	184.38
LCA 1534 67032	SIEGEL, ELLEN J TRE 4890 BAY ST UNIT 227 SAINT PETERSBURG FL 337034055	19 31 16 20484 030 0060 DAVISTA, REV MAP OF BLK 30, LOTS 6 AND 7	7329 2ND AVE N	224.47
LCA 1534 67033	FRACZEK, GEORG 900 40TH ST S SAINT PETERSBURG FL 337112020	27 31 16 20610 002 0010 DEARMIN'S SUB NO. 4 BLK 2, LOTS 1 AND 2	900 40TH ST S	184.38
LCA 1534 67034	NORTHERN, WILBURN 1398 RIDGEWOOD DR SW LILBURN GA 30047	28 31 16 22338 001 0170 DOWLING-MCNAB'S REPLAT BLK 1, LOT 17	4675 19TH AVE S	184.38
LCA 1534 67035	OMNI NATL BANK 6 CONCOURSE PKWY ATLANTA GA 303286117	28 31 16 22338 001 0250 DOWLING-MCNAB'S REPLAT BLK 1, LOT 25	4611 19TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67036	GREENWADE, ROBERT F 4859 PARK ST N # 211 SAINT PETERSBURG FL 337092225	27 31 16 28890 000 0820 FOREST HEIGHTS REV PLAT LOT 82	4353 16TH AVE S	184.38
LCA 1534 67037	BLAIRMAN PROPERTIES INVESTMENT 1060 55TH AVE S SAINT PETERSBURG FL 33705	27 31 16 28890 000 0830 FOREST HEIGHTS REV PLAT LOT 83	4361 16TH AVE S	184.38
LCA 1534 67038	LONGANECKER, JULIE J EST 6091 102ND AVE N PINELLAS PARK FL 337823104	27 31 16 28890 000 0860 FOREST HEIGHTS REV PLAT LOT 86	1530 44TH ST S	184.38
LCA 1534 67039	M2 INTERNATIONAL INC PO BOX 694 NIAGARA FALLS NY 143020694	27 31 16 28890 000 0920 FOREST HEIGHTS REV PLAT LOT 92	4443 16TH AVE S	184.38
LCA 1534 67040	NOBIS SUBSIDIO 12 LLC PO BOX 483 PALM CITY FL 349910483	25 31 16 28908 000 0270 FOREST HILL LOT 27	2010 13TH AVE S	184.38
LCA 1534 67041	MERCURY 1 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 28944 000 0020 FORREST HILL NELLIE M DAVIS N 1/2 OF LOT 2	1216 19TH ST S	184.38
LCA 1534 67042	TROTMAN, VIVIANNE L 434 GRAND AVE BROOKLYN NY 112382472	25 31 16 29682 009 0150 FRUITLAND HEIGHTS PLAT B BLK I, LOT 15	1834 19TH ST S	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67043	FIRST FIDELITY HOLDINGS LLC PO BOX 810154 BOCA RATON FL 334810154	25 31 16 29682 009 0200 FRUITLAND HEIGHTS PLAT B BLK I, LOT 20	1739 19TH AVE S	184.38
LCA 1534 67044	1901 19TH ST S FL LAND TRUST # 600 GARDENIA ST BELLEAIR FL 337561049	25 31 16 29682 013 0080 FRUITLAND HEIGHTS PLAT B BLK M, LOT 8	1901 19TH ST S	184.38
LCA 1534 67045	JOHNSON, F L PO BOX 13626 SAINT PETERSBURG FL 337333626	28 31 16 31536 001 0190 GOLDEN GLOW GROVE ESTATES 1ST ADD BLK A, E 45FT OF LOT 19 & W 20FT OF LOT 20	4726 20TH AVE S	184.38
LCA 1534 67046	RENT TO OWN LAND TRUST 1112 WESTON RD # 221 FORT LAUDERDALE FL 333261915	28 31 16 31536 004 0040 GOLDEN GLOW GROVE ESTATES 1ST ADD BLK D, E 29FT OF LOT 4 & W 32FT OF LOT 5	4670 21ST AVE S	184.38
LCA 1534 67047	DAO, DANIEL 23721 HIGHLAND VALLEY RD DIAMOND BAR CA 917651167	27 31 16 33426 001 0090 GREENWICH VILLAGE BLK A, LOT 9	3535 14TH AVE S	184.38
LCA 1534 67048	LOVE, AMY 749 OAKHILL RD APTOS CA 950033526	27 31 16 33426 002 0040 GREENWICH VILLAGE BLK B, LOT 4	3475 14TH AVE S	184.38
LCA 1534 67049	TITAN DEVELOPMENT GROUP LLC 8313 SOLAND BAY LOOP STE 1511 TAMPA FL 336359596	27 31 16 33426 002 0080 GREENWICH VILLAGE BLK B, LOT 8	3443 14TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67050	BRYANT, EVA M 3456 13TH AVE S SAINT PETERSBURG FL 337112215	27 31 16 33642 000 0030 GRIFFIN'S SUB LOT 3	3645 15TH AVE S	184.38
LCA 1534 67051	TUCKER, KATRINA L 5326 4TH AVE S SAINT PETERSBURG FL 337071814	25 31 16 33924 000 0170 GROVE PARK REPLAT LOT 17	927 8TH AVE S	184.38
LCA 1534 67052	MARI, WAIL 1975 MONTANA AVE NE SAINT PETERSBURG FL 337033447	30 31 17 35460 000 0020 HANKIN SUB LOT 2 & E 10FT OF LOT "A" TOGETHER WITH 10 X 110FT UNPLATTED TRACT W OF LOT 2	631 12TH AVE S	184.38
LCA 1534 67053	NEW MILLENNIAL LC PO BOX 7956 TAMPA FL 336737956	31 31 17 36684 000 0820 HARBORDALE SUB LOT 82	2517 5TH ST S	184.38
LCA 1534 67054	SMITH, MARTIN PO BOX 390633 DELTONA FL 327390633	01 31 16 37044 002 0020 HARRIS SCHOOL SUB NO. 2 BLK 2, LOT 2	4313 22ND ST N	150.00
LCA 1534 67055	BULLOCK, ADRANA 3125 19TH AVE S SAINT PETERSBURG FL 337122905	25 31 16 37170 000 0040 HARRIS', W.D. SUB REV LOT 4	727 19TH ST S	184.38
LCA 1534 67056	JOSEPH, PHILIP T 7271 MOUNT ARLINGTON DR NE SAINT PETERSBURG FL 337026076	06 32 17 38592 000 0060 HICKMAN'S SUB LOT 6	636 HICKMAN CT S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67057	HOOPER, JASON 875 1/2 19TH AVE S SAINT PETERSBURG FL 337052784	26 31 16 41868 000 0110 IDLEWILD LOT 11	1935 WALTON ST S	184.38
LCA 1534 67058	MORAY, ZACHARY TAYLOR 3206 W AZEELE ST APT 217 TAMPA FL 336094907	30 31 17 43020 000 0120 INGLESIDE TERRACE LOT 12 LESS THAT PART DESC BEG SW LOT COR TH N 40.7FT TO NW LOT COR TH E 12.4FT	1211 8TH ST CT S	184.38
LCA 1534 67059	USA FED NATL MTG ASSN 950 E PACES FERRY RD STE 1900 ATLANTA GA 303261384	22 31 16 43108 015 0080 INTER BAY BLK 15, LOT 8 & E 15FT OF LOT 7	4305 4TH AVE N	184.38
LCA 1534 67060	KOBACK, CHRISTOPHER 7949 4TH AVE S SAINT PETERSBURG FL 337071031	14 31 16 46350 020 0020 KENWOOD SUB ADD BLK 20, LOT 2	3210 7TH AVE N	184.38
LCA 1534 67061	SUTTON, THELMA 2010 13TH ST S SAINT PETERSBURG FL 337052613	30 31 17 46404 005 0030 KERR ADD BLK 5, LOT 3	520 16TH AVE S	184.38
LCA 1534 67062	GOMEZ, GRETA 10600 4TH ST N APT 506 SAINT PETERSBURG FL 337163203	02 32 16 49374 000 0140 LAKEWOOD ESTATES JEDLOVEC'S ADD LOT 14	2834 46TH AVE S	184.38
LCA 1534 67063	VALDES, ORLANDO JR 115 9TH ST E TIERRA VERDE FL 337152204	27 31 16 49878 007 0100 LANE'S, PAT RESUB BLK 7, LOT 10	3818 14TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67064	BARTON, KELLY 3530 1ST AVE N # 108 SAINT PETERSBURG FL 337138422	25 31 16 50022 000 0080 LA PLAZA LOT 8	1740 19TH ST S	224.47
LCA 1534 67065	LANGFORD, GERALDA J EST 4417 21ST ST N SAINT PETERSBURG FL 337144111	01 31 16 50544 000 0200 LAWRENCE PLACE LOT 20	4417 21ST ST N	184.38
LCA 1534 67066	BORDONES, ORLANDO PO BOX 611856 MIAMI FL 332611856	25 31 16 51138 000 0100 LENEVES SUB LOT 10	1515 14TH ST S	204.43
LCA 1534 67067	G T E FEDERAL CREDIT UNION 9204 KING PALM DR TAMPA FL 336191328	10 31 16 51174 013 0090 LESLEE HEIGHTS SUB SEC 2 BLK 13, LOT 9	4301 24TH AVE N	184.38
LCA 1534 67068	BROWN, DONALD R 6798 SANDWATER TRL PINELLAS PARK FL 337814814	06 32 17 51444 003 0150 LEWIS ISLAND SEC 1 BLK 3, LOT 15	4440 NEPTUNE DR SE	184.38
LCA 1534 67069	LOVETT, JOSEPH 1740 15TH AVE S SAINT PETERSBURG FL 337122434	25 31 16 52002 001 0010 LINDENWOOD REPLAT BLK A, LOT 1	1740 15TH AVE S	184.38
LCA 1534 67070	G G H 47 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 54954 004 0070 MANSFIELD HEIGHTS BLK 4, LOT 7 & 15FT STRIP ON N	1349 PRESTON ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67071	POPPE, LISA M 7249 15TH ST N SAINT PETERSBURG FL 337025741	25 30 16 56646 016 0130 MEADOW LAWN 2ND ADD BLK 16, LOT 13	7249 15TH ST N	184.38
LCA 1534 67072	SHARPE, MICHELLE A 35081 MANUEL ST WEBSTER FL 33597	25 30 16 56646 018 0110 MEADOW LAWN 2ND ADD BLK 18, LOT 11	7235 ORPINE DR N	184.38
LCA 1534 67073	MORGAN, HELEN M 6999 19TH WAY N SAINT PETERSBURG FL 337026436	36 30 16 56826 070 0040 MEADOW LAWN 12TH ADD BLK 70, LOT 4	6999 19TH WAY N	204.43
LCA 1534 67074	ULREY, MARTHA H 1839 SAINT PETERSBURG FL 33702	25 30 16 56940 001 0030 MEADOW LAWN PINELLAS ADD BLK 1, LOT 3	1839 76TH AVE N	184.38
LCA 1534 67075	TSAGOURIS, STAVROS 2 ANDREW LN LONG ISLAND NY 117146002	24 31 16 59454 001 0041 MURPHY'S, H.A. BLK A, E 29.5FT OF N 111.62FT OF LOT 4	1926 FAIRFIELD AVE S	184.38
LCA 1534 67076	VERA, FERNANDO J 37 SUSAN CT STATEN ISLAND NY 10304	24 31 16 59454 001 0180 MURPHY'S, H.A. BLK A, S 1/2 OF LOT 18 LESS PT FOR I-275	1921 FAIRFIELD AVE S	184.38
LCA 1534 67077	BADGER INVESTMENTS LLC 1022 W ALFRED ST TAMPA FL 33603	24 31 16 59454 001 0192 MURPHY'S, H.A. BLK A, W 41 2/3 FT OF S 85.81FT OF LOT 19	1917 FAIRFIELD AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67078	JOHNSTON, KATHRYN A 880 OLEANDER WAY S APT 907 SAINT PETERSBURG FL 337072141	01 31 16 60444 004 0100 NORTH CLEARVIEW HIGHLANDS BLK D, LOT 10	4040 18TH ST N	184.38
LCA 1534 67079	U S BANK 4801 FREDERICA ST OWENSBORO KY 423017441	36 30 16 60696 003 0010 NORTH EUCLID EXTENSION NO. 1 BLK 3, LOT 1 & E 12FT OF LOT 2	1100 58TH AVE N	244.52
LCA 1534 67080	NATIONAL COMMUNITY CAPITAL FUN 5032 PARKWAY PLAZA BLVD CHARLOTTE NC 282171918	36 30 16 60696 005 0140 NORTH EUCLID EXTENSION NO. 1 BLK 5, LOT 14	1021 56TH AVE N	184.38
LCA 1534 67081	COTTMAN, PURITY 670 26TH AVE S SAINT PETERSBURG FL 337053112	31 31 17 62460 000 0010 OAK HARBOR W 60.48FT OF LOT 1	670 26TH AVE S	194.40
LCA 1534 67082	ALESSANDRINI, BERNARD 25 SOMERSET ST # 2 WORCESTER MA 016092109	31 31 17 62460 000 0510 OAK HARBOR LOT 51	2825 6TH ST S	184.38
LCA 1534 67083	YOUNG, WENDELL E 620 29TH AVE S SAINT PETERSBURG FL 337053711	31 31 17 62460 000 0670 OAK HARBOR LOT 67	620 29TH AVE S	184.38
LCA 1534 67084	JOHNSON, HORACE L 754 27TH AVE S SAINT PETERSBURG FL 337053031	36 31 16 65358 006 0100 PALLANZA PARK REV MAP BLK 6, LOT 10 & W 1/2 OF LOT 11	754 27TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67085	BRANT ORGANIZATION INC 20863 WYLE CREEK DR RR#2 THORNDALE CN NOM2PO	31 31 17 65430 000 0060 PALLANZA PARK REPLAT LOT 6	720 EAST HARBOR DR S	184.38
LCA 1534 67086	O'DELL, JEROME J 1271 W SKYVIEW CROSSING DR HERNANDO FL 344426195	04 31 17 67860 001 0010 PATRICIAN POINT UNIT 2 TRACT B REPLAT BLK A, LOT 1 AND S 28FT OF LOT 2	1457 40TH AVE NE	184.38
LCA 1534 67087	COLLINS, STEVEN A 6657 BOUGAINVILLEA AVE S SAINT PETERSBURG FL 337072213	12 31 16 69102 009 0100 PINE CITY SUB REPLAT BLK 9, LOT 10 LESS S 60FT	2072 29TH AVE N	184.38
LCA 1534 67088	INTERNATIONAL URBAN DEVELOPERS PO BOX 130756 TAMPA FL 336810756	25 31 16 71766 000 0030 PINEVILLE SUB LOT 3 & E 44FT 3IN OF S 50FT OF LOT 5, LESS S 25FT FOR RD R/W	1647 18TH AVE S	184.38
LCA 1534 67089	MC KINNEY, ISAAC III 145 22ND AVE SE SAINT PETERSBURG FL 337053207	25 31 16 71766 000 0210 PINEVILLE SUB LOT 21	1760 PRESTON ST S	184.38
LCA 1534 67090	MC KINNEY, ISAAC III 145 22ND AVE SE SAINT PETERSBURG FL 337053207	25 31 16 71766 000 0220 PINEVILLE SUB LOT 22	1768 PRESTON ST S	214.45
LCA 1534 67091	FL MINORITY COMMUNITY REINVEST 701 S HOWARD AVE STE 106-147 TAMPA FL 336062473	31 31 17 74304 000 0640 RENWICK, ERLE SUB NO. 2 LOT 64	2411 GROVE ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67092	FORD, LAURITA J 4102 13TH AVE S SAINT PETERSBURG FL 337112447	27 31 16 75402 000 0780 RIDGEMOOD TERRACE LOT 78	3468 17TH AVE S	184.38
LCA 1534 67093	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	27 31 16 75402 000 0790 RIDGEMOOD TERRACE LOT 79	3474 17TH AVE S	184.38
LCA 1534 67094	LOREVIL LAND TRUST AGM NO 7 PO BOX 16766 SAINT PETERSBURG FL 337336766	28 31 16 76374 000 0080 ROGER'S SUB, J. H. LOTS 8 AND 9	4640 QUEENSBORO AVE S	184.38
LCA 1534 67095	TITAN DEVELOPMENT GROUP LLC 4118 CAUSEWAY VISTA DR TAMPA FL 336155416	28 31 16 76374 000 0110 ROGER'S SUB, J. H. LOTS 11 AND 12	1753 TIFTON TERR S	184.38
LCA 1534 67096	QUEZON, JAIME R 2411 1ST AVE N SAINT PETERSBURG FL 33713	23 31 16 78390 016 0150 ST PETERSBURG INVESTMENT CO SUB BLK 16, LOT 15 LESS E 10FT	2411 1ST AVE N	184.38
LCA 1534 67097	LEWIS, EUSTAN 3810 11TH AVE S SAINT PETERSBURG FL 337112133	25 31 16 79722 000 0320 SEMINOLE HEIGHTS REV SUB LOT 32	1919 21ST ST S	184.38
LCA 1534 67098	G G H 47 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 79722 000 0410 SEMINOLE HEIGHTS REV SUB LOT 41	1900 21ST ST S	204.43

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67099	30 DAYS REAL ESTATE CORP TRE 15 S NEPTUNE AVE CLEARWATER FL 337653622	25 31 16 79722 000 0430 SEMINOLE HEIGHTS REV SUB S 1/2 LOT 43 & N 17.5FT OF LOT 44	1916 21ST ST S	184.38
LCA 1534 67100	JANTSCHKE, JEANETTE 1228 BLACKRUSH DR TARPON SPRINGS FL 34689	27 31 16 80385 003 0060 SHADOW LAWN BLK 3, LOTS 6 AND 7	4550 19TH AVE S	204.43
LCA 1534 67101	SUMNER, ANNE 6970 GRANDE VISTA WAY S SAINT PETERSBURG FL 33707	08 31 16 81018 006 0060 SHERYL MANDOR UNIT 6 BLK 6, LOT 6	6195 25TH AVE N	184.38
LCA 1534 67102	THOMPSON ENTERPRISES INC 8624 RIDGE RD SEMINOLE FL 337723527	25 31 16 83142 000 0060 SMITH'S, S.V. REVISED LOTS 6 & 7	740 21ST ST S	224.47
LCA 1534 67103	CHRISTOPOULOS, GEORGIA 1906 DOLPHIN BLVD S SAINT PETERSBURG FL 337073810	24 31 15 84042 010 0060 SOUTH CAUSEWAY ISLE 3RD ADD BLK 10, LOT 6	7925 3RD AVE S	184.38
LCA 1534 67104	TRUST 959 PO BOX 6176 CLEARWATER FL 337586176	25 31 16 85140 000 0100 STANLEY HEIGHTS LOT 10	959 MELROSE AVE S	224.47
LCA 1534 67105	BAYSIDE CAPITAL INVESTMENT GRD 2 SNOWMOUND CT ROCKVILLE MD 208502850	25 31 16 85140 000 0180 STANLEY HEIGHTS LOT 18	991 MELROSE AVE S	204.43

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67106	GULLEY, TAMMY MIRA 7523 BAY PINES DR WESLEY CHAPEL FL 335442810	25 31 16 85140 000 O300 STANLEY HEIGHTS LOT 30	1045 MELROSE AVE S	204.43
LCA 1534 67107	TC DEVELOPING COMMUNITIES INC 4905 34TH ST S STE 195 SAINT PETERSBURG FL 337114511	25 31 16 85140 000 O360 STANLEY HEIGHTS LOT 36 LESS N 36FT	1111 MELROSE AVE S	184.38
LCA 1534 67108	TALIAFERRO, HARRY F 2534 UNION ST S SAINT PETERSBURG FL 337123557	25 31 16 89604 000 O240 TANGERINE CENTRAL LOTS 24 AND 25	2166 16TH AVE S	194.40
LCA 1534 67109	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 89604 000 O460 TANGERINE CENTRAL LOT 46	2142 OAKLEY AVE S	184.38
LCA 1534 67110	GARNER, DARELL 213 176TH AVE REDINGTON SHORES FL 337081220	27 31 16 89622 001 O130 TANGERINE GARDENS, ROE'S BLK 1, LOT 13	3510 13TH AVE S	184.38
LCA 1534 67111	T C 10U LLC 514 N FRANKLIN ST UNIT 106 TAMPA FL 336024801	27 31 16 91062 001 O090 TIOGA SUB BLK A, LOT 9	4210 12TH AVE S	184.38
LCA 1534 67112	G G H 47 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	12 31 16 91566 000 O610 TOWNSEND'S SUB LOT 61	3030 21ST ST N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67113	HARRIS, JOHN III 830 43RD ST S SAINT PETERSBURG FL 337111923	21 31 16 94032 010 0150 VICTORY HEIGHTS BLK J, E 36.34FT OF LOT 15	4609 FAIRFIELD AVE S	184.38
LCA 1534 67114	U S LAND TREASURY INC 955 CENTRAL AVE SAINT PETERSBURG FL 337051646	28 31 16 94248 006 0160 VINSETTA PARK ADD REV BLK 6, LOT 16	4810 8TH AVE S	184.38
LCA 1534 67115	ANTINORE, RICHARD F 2047 2ND AVE N SAINT PETERSBURG FL 337138805	28 31 16 94248 007 0160 VINSETTA PARK ADD REV BLK 7, LOT 16	4835 10TH AVE S	184.38
LCA 1534 67116	MALCOLM, VINESHA 4730 14TH AVE S SAINT PETERSBURG FL 337112322	28 31 16 94248 009 0040 VINSETTA PARK ADD REV BLK 9, LOT 4	4634 9TH AVE S	184.38
LCA 1534 67117	SAINT PETE LOTS LLC 1556 6TH ST SE WINTER HAVEN FL 338804509	25 31 16 94968 000 0081 WASHINGTON'S SUB, J.G. E 35 FT OF W 70 FT OF LOTS 8 AND 9	2136 9TH AVE S	184.38
LCA 1534 67118	ESCAND, GRACE 8228 NW 8TH PL PLANTATION FL 333241206	25 31 16 94968 000 0082 WASHINGTON'S SUB, J.G. W 35FT OF LOTS 8 & 9	2148 9TH AVE S	184.38
LCA 1534 67119	HRISTOPOULOS, ANDREAS 48 W PARK ST TARPOON SPRINGS FL 346893232	22 31 16 96228 001 0070 WEST CENTRAL AVE RESUB BLK 1, LOTS 7, 8 AND W 14 FT OF LOT 6	3450 1ST AVE S	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1534 67120	HRISTOPOULOS, ANDREAS 48 W PARK ST TARPON SPRINGS FL 346893232	22 31 16 96228 001 0090 WEST CENTRAL AVE RESUB BLK 1, LOTS 9 & 10 AND W 14FT OF LOT 11	3463 2ND AVE S	184.38
LCA 1534 67121	DALLAND PROPERTIES LP 2300 E LAS OLAS BLVD 4TH FL FORT LAUDERDALE FL 333011578	22 31 16 96228 005 0130 WEST CENTRAL AVE RESUB BLK 5, LOT 13	3535 3RD AVE S	184.38
LCA 1534 67122	GREEN, EDDIE 501 SW SELDMEN AVE PT ST LUCIE FL 34953	22 31 16 96228 005 0140 WEST CENTRAL AVE RESUB BLK 5, LOT 14	3519 3RD AVE S	184.38
LCA 1534 67123	ALUMNI PARTNERS II LLC 2170 MAIN ST STE 202 SARASOTA FL 342376033	12 31 16 98910 001 0020 WOODLAWN HEIGHTS BLK A, E 56FT OF LOT 2 & W 2FT OF LOT 3	2168 23RD AVE N	184.38
LCA 1534 67124	WILLSON, GEORGE JR 4155 12TH AVE S SAINT PETERSBURG FL 337112442	27 31 16 99072 000 0120 WOODRIDGE TERRACE LOT 12	4155 12TH AVE S	184.38

TOTAL NUMBER OF ASSESSMENTS: 103 TOTAL ASSESSMENT AMOUNT: 19,487.99

LOT CLEARING NUMBER 1534
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 12,857.99
ADMINISTRATIVE FEE	\$ <u>6,630.00</u>
TOTAL:	\$ 19,487.99

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1534; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1534 has been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

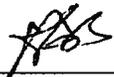
WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1534 is approved; and

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: June 19, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Securing Number **SEC 1189**

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

SEC:	<u>1189</u>
NUMBER OF STRUCTURES	<u>46</u>
ASSESSABLE AMOUNT:	<u>\$6,978.43</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$6,978.43** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06933	WIESELBERG, RONALD 12000 N BAYSHORE DR APT 412 INVALID ZIP CODE	26 31 16 00432 002 0160 ALLEN-GAY SUB BLK B, LOT 16	3065 20TH AVE S	284.67
SEC 1189 06934	GROSSMAN, DAVID 3797 136TH AVE LARGO FL 337714024	25 31 16 14220 000 0050 CASLER HEIGHTS LOT 5	2129 UNION ST S	86.10
SEC 1189 06935	HARDY, ALERIC C 16821 S 25TH PL PHOENIX AZ 850488216	25 31 16 14220 000 0220 CASLER HEIGHTS LOT 22 & S 26.5 FT OF LOT 21	2026 UNION ST S	139.78
SEC 1189 06936	SMITH, EARTHA EST 1615 NE 16TH AVE APT 20 GAINESVILLE FL 326014667	25 31 16 14742 000 0180 CHAMBER'S 1ST ADD TO HOLLYWOOD LOT 18	1558 13TH ST S	150.17
SEC 1189 06937	FALANA, MAWASE C 1335 JAMES AVE S SAINT PETERSBURG FL 33705	25 31 16 17658 002 0130 COLUMBIA HEIGHTS BLK 2, LOT 13	1335 JAMES AVE S	104.89
SEC 1189 06938	R W L S III LLC 2915 E BASELINE RD STE 109 GILBERT AZ 85234	25 31 16 19350 005 0040 CROMWELL HEIGHTS BLK E, LOT 4	920 20TH AVE S	180.17
SEC 1189 06939	MIZELL, BERNARD 3636 10TH AVE N SAINT PETERSBURG FL 337136528	27 31 16 20610 002 0040 DEARMIN'S SUB NO. 4 BLK 2, LOT 4	3946 9TH AVE S	92.05

ASSESSMENT NUMBER	OWNER NAME / MAILING ADDRESS	PARCEL ID / LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06940	5761 REAL ESTATE LLC 204 37TH AVE N # 434 SAINT PETERSBURG FL 337041416	28 31 16 21420 000 0240 DISSTON PARK LOT 24	4627 12TH AVE S	128.55
SEC 1189 06941	OMNI NATL BANK 6 CONCOURSE PKWY ATLANTA GA 303286117	28 31 16 22338 001 0250 DOWLING-MCNAB'S REPLAT BLK 1, LOT 25	4611 19TH AVE S	117.53
SEC 1189 06942	GUZINA, ROBERT 15540 PALMETTO LAKE DR MIAMI FL 331571752	25 31 16 29664 007 0210 FRUITLAND HEIGHTS BLK G, LOT 21	1644 20TH AVE S	120.67
SEC 1189 06943	FIRST FIDELITY HOLDINGS LLC PO BOX 810154 BOCA RATON FL 334810154	25 31 16 29682 009 0200 FRUITLAND HEIGHTS PLAT B BLK I, LOT 20	1739 19TH AVE S	102.53
SEC 1189 06944	WALKER, DAVID B 1900 19TH ST S SAINT PETERSBURG FL 337123223	25 31 16 29682 010 0160 FRUITLAND HEIGHTS PLAT B BLK J, LOTS 16 AND 17	1900 19TH ST S	127.55
SEC 1189 06945	DALLAND PROPERTIES LP 2300 E LAS OLAS BLVD 4TH FL FORT LAUDERDALE FL 333011578	26 31 16 30330 002 0010 GASTON REPLAT BLK B, LOT 1	1766 27TH ST S	393.78
SEC 1189 06946	TUCKER, KATRINA L 5326 4TH AVE S SAINT PETERSBURG FL 337071814	25 31 16 33924 000 0170 GROVE PARK REPLAT LOT 17	927 8TH AVE S	182.67

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06947	WHITE, PEARLY M EST 2863 1ST AVE S SAINT PETERSBURG FL 337121001	23 31 16 35118 024 0090 HALL'S CENTRAL AVE NO. 2 BLK 24, LOT 9 & W 5FT OF LOT 10	2863 1ST AVE S	112.55
SEC 1189 06948	BANK OF AMERICA 304 CAMBRIDGE RD WOBURN MA 018016080	23 31 16 35118 024 0100 HALL'S CENTRAL AVE NO. 2 BLK 24, E 45FT OF LOT 10	2849 1ST AVE S	185.86
SEC 1189 06949	STELLA GRACE INC 4940 93RD AVE PINELLAS PARK FL 33782	25 31 16 35442 001 0130 HANCOCK'S SUB BLK 1, LOTS 13 AND 14	1516 15TH ST S	113.67
SEC 1189 06950	DALLAND PROPERTIES LP 2300 E LAS OLAS BLVD 4TH FL FORT LAUDERDALE FL 333011578	31 31 17 36684 000 0920 HARBORDALE SUB LOT 92	675 26TH AVE S	145.86
SEC 1189 06951	TRUST NO 2304 HIGHLAND ST S 2304 HIGHLAND ST S SAINT PETERSBURG FL 337053043	31 31 17 43830 001 0220 JAMIN & JERKINS, LAKEVIEW SUB BLK A, LOT 22	2304 HIGHLAND ST S	112.53
SEC 1189 06952	PORTER, ROBERT A 7363 17TH WAY N SAINT PETERSBURG FL 337024915	25 30 16 56772 049 0130 MEADOW LAWN 9TH ADD BLK 49, LOT 13	7363 17TH WAY N	777.20
SEC 1189 06953	WILSON, LEONIA 4027 15TH AVE S SAINT PETERSBURG FL 337112740	27 31 16 56970 000 0100 MEAN'S SUB LOT 10 LESS ST	4027 15TH AVE S	77.05

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06954	ANDREWS, AQUILLA 12300 NW 18TH PL MIAMI FL 331672133	25 31 16 57114 000 0060 MELLOR'S RESUB LOT 6	1340 MELROSE AVE S	125.39
SEC 1189 06955	PATZER, KRISTINA 2219 45TH AVE N SAINT PETERSBURG FL 337144137	02 31 16 61650 001 0110 NORTHWOOD HEIGHTS BLK 1, LOT 11	2219 45TH AVE N	129.67
SEC 1189 06956	PEITSCHER, ERIN 3008 TIPPERARY DR TALLAHASSEE FL 323093327	31 31 17 62460 000 0130 OAK HARBOR LOT 13	2647 6TH ST S	118.03
SEC 1189 06957	VITELLO, MADELINE EST 2808 CLINTON ST S GULFPORT FL 337075249	16 31 16 62622 002 0030 OAKHURST BLK B, LOT 3 LESS S 50FT OF W 8FT	4744 10TH AVE N	143.55
SEC 1189 06958	TOLISANO, THOMAS A 4561 23RD AVE S SAINT PETERSBURG FL 337113301	25 31 16 63612 000 0290 OAK VILLA SUB E 90.9FT OF LOT 29	811 11TH ST S	146.70
SEC 1189 06959	ATSI, LUCA ANGELUCCI 5073 CENTRAL AVE UNIT 907 BONITA CA 919083036	36 31 16 63792 001 0070 OHIO PARK BLK 1, LOT 7 & S 10FT OF LOT 6	2238 20TH ST S	78.17
SEC 1189 06960	HARRIS, ROBIN A 2434 20TH ST S SAINT PETERSBURG FL 337123626	36 31 16 63792 002 0050 OHIO PARK BLK 2, LOT 5	2434 20TH ST S	132.70

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06961	WRIGHT, HERBERT JR EST 6248 20TH WAY S SAINT PETERSBURG FL 337125707	36 31 16 63792 003 0010 OHIO PARK BLK 3, LOTS 1 AND 2	2411 20TH ST S	81.20
SEC 1189 06962	FORCLEARNOW INC 200 MIRROR LAKE DR N SAINT PETERSBURG FL 337013224	36 31 16 63792 003 0090 OHIO PARK BLK 3, LOT 9 & N 30FT OF LOT 10	2533 20TH ST S	213.53
SEC 1189 06963	NAPIER, BETTY B 25 AMITY PL WAYNESVILLE NC 287858241	30 30 17 75528 005 0280 RIO VISTA BLK 5, LOT 28	247 81ST AVE N	89.89
SEC 1189 06964	TITAN DEVELOPMENT GROUP LLC 4118 CAUSEWAY VISTA DR TAMPA FL 336155416	28 31 16 76374 000 0110 ROGER'S SUB, J. H. LOTS 11 AND 12	1753 TIFTON TERR S	139.53
SEC 1189 06965	COURSON FAMILY TRUST PO BOX 1214 LAKE ALFRED FL 338501214	30 31 17 77184 012 0150 ROUSLYNN BLK 12, LOT 15	250 19TH AVE S	101.10
SEC 1189 06966	SMITTY'S INVESTMENTS INC TRE PO BOX 11364 SAINT PETERSBURG FL 337331364	23 31 16 78390 029 0070 ST PETERSBURG INVESTMENT CO SUB BLK 29, LOT 7	2348 2ND AVE S	118.03
SEC 1189 06967	TAVARES, JILLIAN L 1160 POINTCLEAR PL APT 1627 HUNTSVILLE AL 358241490	25 31 16 79704 000 0140 SEMINOLE HEIGHTS ADD LOT 14	2141 22ND AVE S	179.03

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06968	CAMPBELL, ANNIE L EST 2133 22ND AVE S SAINT PETERSBURG FL 337123159	25 31 16 79704 000 0150 SEMINOLE HEIGHTS ADD LOT 15	2133 22ND AVE S	178.03
SEC 1189 06969	1820 7TH AVE S LAND TRUST 13799 PARK BLVD # 232 SEMINOLE FL 337763402	25 31 16 81126 000 0030 SHEWMAN, JOHN LOT 3	1820 7TH AVE S	129.67
SEC 1189 06970	ROSE HALL INVESTMENT GROUP LP 4830 WEST KENNEDY BLVD STE 300 TAMPA FL 336092521	25 31 16 81126 000 0040 SHEWMAN, JOHN LOT 4	1810 7TH AVE S	98.17
SEC 1189 06971	LOREVL LAND TRUST AGM NO 12 PO BOX 16766 SAINT PETERSBURG FL 337336766	25 31 16 85140 000 0450 STANLEY HEIGHTS N 75FT OF LOT 45	1142 MELROSE AVE S	293.60
SEC 1189 06972	CENTURY BANK FSB 5310 SR 64 EAST BRADENTON FL 342085500	25 31 16 85410 000 0330 STEVEN'S SECOND SUB, J.W. LOT 33	2021 14TH AVE S	154.78
SEC 1189 06973	HICKMAN, HELEN 5421 BRADLEY PINES CIR SANDSTON VA 231502324	25 31 16 89658 000 0420 TANGERINE PARK REPLAT LOT 42	1921 20TH ST S	101.20
SEC 1189 06974	MACKEY, LATWANDA S 3862 MANDALAY DR SAINT PETERSBURG FL 337056446	25 31 16 89658 000 0430 TANGERINE PARK REPLAT LOT 43	1913 20TH ST S	116.20

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1189 06975	MORGAN STANLEY ABS CAPITAL I I 3815 SW TEMPLE SALT LAKE CITY UT 84115	06 31 16 92862 060 0080 TYRONE BLK 60, LOTS 8 AND 9 LESS N 10 FT FOR ST (SEE NO7 MAP)	7428 38TH AVE N	77.05
SEC 1189 06976	A B F C 2006-HE1 TRUST 4828 LOOP CENTRAL DR HOUSTON TX 770812212	28 31 16 94248 004 0020 VINSETTA PARK ADD REV BLK 4, LOT 2	4650 8TH AVE S	103.28
SEC 1189 06977	LAMAX REALTY LLC 13575 58TH ST N STE 200 CLEARWATER FL 337603739	22 31 16 96174 007 0090 WEST CENTRAL AVENUE BLK 7, LOT 9	344 35TH ST S	92.05
SEC 1189 06978	HENRY, JENNIFER T 23385 HEMMENWAY AVE PUNTA GORDA FL 339805891	22 31 16 96174 021 0160 WEST CENTRAL AVENUE BLK 21, LOT 16 & E 5.6FT OF LOT 15	631 36TH ST S	102.05

TOTAL NUMBER OF ASSESSMENTS: 46

TOTAL ASSESSMENT AMOUNT: 6,978.43

BUILDING SECURING NUMBER SEC 1189

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 2,650.00
MATERIAL COST	\$ 1,241.50
LEGAL AD	\$ 1,016.93
ADMIN. FEE	\$ <u>2,070.00</u>
TOTAL:	\$ 6,978.43

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1189 ("SEC 1189") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1189 ("SEC 1189"); and

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

WHEREAS, the City Council has held a public hearing on June 19, 2014, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1189 ("SEC 1189") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: June 19, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Demolition Number **DMO 416**

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

DMO:	<u>416</u>
NUMBER OF STRUCTURES:	<u>6</u>
ASSESSABLE AMOUNT:	<u>\$54,168.42</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$54,168.42** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____ **AGENDA NO.** _____

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMD 0416 03036	BEAR STEARNS ASSET BACKED SECU 7757 BAYBERRY RD JACKSONVILLE FL 322566816	25 31 16 33924 000 O150 GROVE PARK REPLAT LOT 15	909 8TH AVE S	13,941.07
DMD 0416 03037	HUDSON, THOMAS E 5138 FOXBRIDGE CIR N APT 76 CLEARWATER FL 337603256	24 31 16 37530 007 O080 HARVEY'S ADD BLK G, LOT 8 AND S 20FT OF LOT 9	349 14TH ST N	10,721.07
DMD 0416 03038	WESTWARD PROP INC PO BOX 1642 PINELLAS PARK FL 337801642	12 31 16 41598 001 O040 HUDSON CITY SUB BLK A, LOT 4 LESS RD	1550 38TH AVE N	468.07
DMD 0416 03039	JOHNSTON, KATHRYN A 880 OLEANDER WAY S APT 907 SAINT PETERSBURG FL 337072141	01 31 16 60444 004 O100 NORTH CLEARVIEW HIGHLANDS BLK D, LOT 10	4040 18TH ST N	8,063.07
DMD 0416 03040	CAMPBELL, FRANCES TURNER EST 1231 25TH ST S SAINT PETERSBURG FL 337122156	26 31 16 72936 000 O540 PRATHER'S FIFTH ROYAL LOTS 54,55 AND 56	1231 25TH ST S	10,145.07
DMD 0416 03041	MACKEY, LATWANDA S 3862 MANDALAY DR SAINT PETERSBURG FL 337056446	25 31 16 89658 000 O430 TANGERINE PARK REPLAT LOT 43	1913 20TH ST S	10,830.07

TOTAL NUMBER OF ASSESSMENTS: 6

TOTAL ASSESSMENT AMOUNT: 54,168.42

SAS805R

BUILDING DEMOLITION NUMBER DMO 416
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 28,522.00
Asbestos Cost	\$ 22,832.00
Legal Ad	\$ 1,464.42
Engineer's Chg	\$.00
Administrative Fee	<u>\$ 1,350.00</u>
TOTAL:	\$ 54,168.42

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 416 ("DMO NO. 416") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 416 ("DMO No. 416 "); and

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

WHEREAS, the City Council has held a public hearing on June 19, 2014, to hear all persons who wished to be heard concerning this matter.

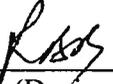
NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 416 ("DMO No. 416") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Adopting a 201 Facilities Plan Document entitled "2014 Supplement to the 201 Facilities Plan Update" dated April 2014 as a planning document for the City's wastewater management system to be eligible for State Revolving Fund (SRF) low interest loans.

EXPLANATION: A 201 Facilities Plan is required by the State of Florida as part of the State Revolving Fund (SRF) low interest loan program originated in Public Law 92-500, Federal Water Pollution Control Act Amendment of 1972. The Florida Department of Environmental Protection (FDEP), rule 62-503, requires that a public participation process be used to explain proposed projects and the financial impacts of those projects. The "2014 Supplement to the 201 Facilities Plan Update", dated April 2014 has been available for review at the Water Resources Complex between 8:00 a.m. and 4:00 p.m. Monday through Friday prior to the Public Hearing. A Notice of Public Hearing has been published in the newspaper notifying the public of the opportunity to review and evaluate the project alternatives in the 2014 Supplement to the 201 Facilities Plan Update and a copy of that Notice is attached.

The City prepared its original 201 Facilities Plan in 1978. It was updated in 1997, 2000 and 2010. The 201 Plan is again being updated via a supplement to the 2010 Plan to include projects associated with energy recovery. In order for the City to pursue SRF funding for wastewater projects from FDEP, the City must submit to FDEP an approved and updated facilities plan outlining the projects proposed for SRF funding. The implementation of the 201 Facilities Plan supplement includes, in part, the following projects:

- Southwest Water Reclamation Facility (WRF) Primary Clarifiers
- Southwest WRF Digester
- Southwest WRF Gravity Belt Thickeners
- Southwest WRF Dewatering Facilities

The SRF loan program assists eligible municipalities with the construction of wastewater collection, treatment and effluent disposal facilities. Credits may be applied to the prevailing interest rate as certain contract provisions are included. The use of Davis-Bacon wage rates could reduce the interest rate by 0.25%; Green technology could yield a reduction of 0.1%; the American Iron and Steel provision could reduce the rate by 0.75% and having an Asset Management Plan and system could provide a 0.1% reduction. The Capital Finance Plan, which is an appendix to the 201 Facilities Plan Amendment, assumes an interest rate of 1.75%. The actual rate used will be based on the prevailing rate less credits approved by the FDEP at the time the loan is executed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, ADOPTING A 201 FACILITIES PLANNING DOCUMENT ENTITLED "2014 SUPPLEMENT TO THE 201 FACILITIES PLAN AMENDMENT" DATED APRIL 2014 AS A PLANNING DOCUMENT FOR THE CITY'S WASTEWATER MANAGEMENT SYSTEM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg has determined that the construction of the improvement program projects, as set forth in the 201 Facilities Planning Document entitled "2014 Supplement to the 201 Facilities Plan Update" dated April 2014 is in the best interest and welfare of its citizens; and

WHEREAS, the City Council of St. Petersburg examined the "2014 Supplement to the 201 Facilities Plan Update" and discussed the results and recommendations of that document at a public hearing on Thursday, June 19, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that:

The City Council of St. Petersburg does hereby adopt the 201 Facility Planning Document entitled "2014 Supplement to the 201 Facilities Plan Amendment" dated April 2014 as the planning document for the City's wastewater management system.

This Resolution shall take effect immediately upon adoption.

Adopted at a regular session of the City Council held on the ____ day of _____, 2014.

Approved as to form and content:



City Attorney (Designee)

"NOTICE OF PUBLIC HEARING"

A public hearing will be held at the City of St. Petersburg ("the City") City Hall (175 Fifth St. North) on June 19, 2014 at the City Council regular meeting at 6:00 p.m. or as soon thereafter as it may be heard, for the purpose of reviewing and considering the approval of the "2014 Supplement to the 201 Facilities Plan Update" (Supplement) that was adopted in April 2010, including but not limited to an updated Capital Finance Plan attached to the Supplement. The Supplement explains proposed improvements to the existing Southwest Water Reclamation Facility (WRF), Northeast WRF and Northwest WRF concerning the treatment and handling of biosolids and provides project alternatives and financial impacts.

A copy of the Supplement is available for review at the City of St. Petersburg Water Resources Department Complex located at 1650 Third Avenue North, between the hours of 8:00 am and 4:00 pm Monday through Friday (Please contact Evelyn Rosetti at 727-893-7297 or Steve Marshall at 727-893-7851).

This hearing is open to the public and all interested parties are invited to attend and to participate in the project alternatives. Written statements may be submitted prior to or at the time of the hearing.

If you are a person with a disability who needs an accommodation in order to participate in the proceeding, please contact the City Clerk's Office, 727-893-7448, or call our TDD number 727-892-5259, at least 24 hours prior to the meeting and we will provide that accommodation for you.

Eva Andujar
City Clerk

City of St. Petersburg
Water Resources Department



2014 Supplement to the
201 Facilities Plan Update
for Wastewater Projects

Jim Leavitt
05/30/14



Table of Contents

1. Introduction.....	4
2. Current and Proposed Planning Area Description	5
2.1 Service Area Boundaries	5
2.2 Land Use	5
2.3 Population	5
2.4 Industrial Pretreatment Program	6
3. Wastewater Collection, Transmission, Treatment and Disposal.....	8
3.1 Current and Proposed Wastewater Treatment Plants Improvements	8
3.1.1 Albert Whitted WRF	8
3.1.2 Northeast WRF	9
3.1.3 Northwest WRF.....	9
3.1.4 Southwest WRF.....	10
3.2 Wastewater Collection and Transmission Systems Improvements for Albert Whitted WRF Flow Diversion	11
3.2.1 Gravity Collection System Improvements	11
3.2.2 Wastewater Pump Stations and Force Mains Improvements for Albert Whitted WRF Flow Diversion	11
3.3 Reclaimed Water and Effluent Disposal	11
3.4 Residuals Management	12
4. Evaluation of Alternatives	14
4.1 Plan Selection	20
4.1.1 Recommendation of Alternatives	20
5. Schedule and Financial Planning Update	22
5.1 Schedule	22
5.2 Financial Planning	22
Appendix A - Capital Finance Plan	25

Tables

2.1 Sanitary Sewer Service Population Estimates (includes permanent and seasonal population).....	6
3.1 Wastewater Collection System Improvements for Albert Whitted WRF Flow Diversion	11
4.1 Current Secondary (WAS) and Digested Biosolids Quantities	14
4.2 Alternative #1: Details 20- Year Present Worth	15
4.3 Alternative #2: Details 20- Year Present Worth	17
4.4 Alternative #3: Details 20- Year Present Worth	19
4.5 Summary 20 Year Present Worth (PW) Cost for All Alternatives	21
5.1 Implementation Schedule	22
5.2 Proposed Project Costs and Funding Sources.....	23
5.3 Analysis of Wastewater Rate Increase Impact in Total	23

Maps

2.1 Water Reclamation Facilities Service Areas.....	24
---	----

1. Introduction

CDM Smith Inc. completed a 201 Facilities Plan Update in 2010 for the City of St. Petersburg (City) and submitted it to the Florida Department of Environmental Protection (FDEP), with a plan for State Revolving Fund (SRF) loan money for wastewater projects during the 2010 through 2015 time period. The 201 Facilities Plan Update of 2010 was consistent with the 2009 City Comprehensive Plan and the 2007 Evaluation and Appraisal Report (EAR).

Recent State of Florida sludge disposal rules have significantly increased the cost of disposing biosolids. A grant from the Department of Energy (DOE) allowed us to evaluate various biomass, biogas and waste-to-energy systems that might be applicable to produce useful energy.

This 2014 Supplement to the 201 Facilities Plan Update (“2014 Supplement”) defines projects associated with the Biosolids to Energy effort. SRF funding is sought for a number of projects that will be managed through a Construction Manager at Risk (CMAR) process. Other projects will be implemented via traditional bidding methods and financed through bonds and cash funded resources. Collectively, the intent is to dispose of biosolids and yard wastes in a manner that produces energy to power the Southwest Water Reclamation Facility and fuels certain City fleet with Compressed Natural Gas (CNG).

Currently the City plans on meeting SRF requirements by submitting the 2014 Supplement to the FDEP, by the end of June 2014. The City will submit the Request for Inclusion to FDEP in December 2014, to include the City’s wastewater projects for construction during fiscal years 2016 through 2018. The City is pursuing State Revolving Fund (SRF) loan money to finance the following wastewater improvement projects in the proposed Request for Inclusion:

- Southwest WRF Primary Clarifier
- Southwest WRF Digesters for Biosolids Project
- Southwest WRF Expanded Gravity Belt Thickeners (GBT’s)
- Southwest WRF Dewatering Facilities

This 2014 Supplement provides an evaluation of various alternative methods for processing of biosolids/sludge produced at the City’s WRF’s. The selected alternatives consist of the following features/elements:

- Consolidating wastewater solids handling by conveying liquid waste activated sludge (WAS)/ biosolids produced at the Northeast WRF and Northwest WRF to the Southwest WRF using a combination of new force mains and the existing wastewater collection system. This project is currently underway and not being funded through SRF.
- Under a previous project (currently under construction) wastewater will be conveyed from the Albert Whitted WRF to the Southwest WRF.
- Addition of primary clarification at Southwest WRF to treat the conveyed WAS and upgrading the solids treatment facilities at Southwest WRF to treat the consolidated solids to Class A, temperature phased anaerobic digestion (TPAD, thermophilic followed by mesophilic) biosolids for beneficial use such as a fertilizer. Use of digester gas (after treatment) as renewable energy to produce power, fuel for vehicles, and other energy needs. Addition of odor control and Fat, Oil and Grease (FOG) tipping station at Southwest WRF. These projects will be funded through SRF.

2. Current and Proposed Planning Area Description

2.1 Service Area Boundaries

The City of St. Petersburg owns and operates four water reclamation facilities (WRFs) with distinct service districts that together compose the planning area for this 201 Facilities Plan Amendment. The City is currently in the process of decommissioning Albert Whitted WRF and diverting all the wastewater flows from the Albert Whitted service area to the Southwest WRF using a new force main, a new gravity sewer and the construction of a new lift station at the Albert Whitted WRF site. Designs for the improvements needed to transfer the wastewater from the Albert Whitted WRF to the Southwest WRF were completed in 2012. Construction has begun and it is anticipated that construction will be completed by October 2014. Upon construction completion, the Albert Whitted WRF will be taken out of service and demolished.

Figure 2-1 located on page 24 depicts the current service area boundaries for all WRFs including the current Albert Whitted WRF service area. However in the future, the Albert Whitted WRF service area will be included as part of the Southwest WRF service area. Currently the Northeast district of the City is served by the Northeast WRF, which has a permitted capacity of 16.0 million gallons per day (mgd). The Southeast district of the City is served by the Albert Whitted WRF, which has a permitted capacity of 12.4 mgd. The Southwest district of the City, along with the Tierra Verde area of Pinellas County, the City of Gulfport and Fort Desoto Park are served by the Southwest WRF, which has a permitted capacity of 20.0 mgd. The Northwest district of the City, along with the Cities of Treasure Island, South Pasadena, St. Pete Beach and the Bear Creek area of Pinellas County are served by the Northwest WRF, which has a capacity of 20.0 mgd.

There are currently no package treatment plants located within the City. Currently there are 59 septic tanks located within the City area. It is not anticipated that any significant environmental impacts will result from this number of septic tanks.

2.2 Land Use

The City's sanitary sewer needs are based on, among other calculations, land use and total population served. The predominant land use within the City is residential. The 2009 Pinellas County Comprehensive Plan contains classifications of land use surrounding the four water reclamation facilities as follows:

- Albert Whitted WRF: downtown business, Tampa Bay, airport, single family residential
- Northeast WRF: recreation/ open space, single family residential
- Northwest WRF: recreation/ open space, industrial
- Southwest WRF: single family residential, public/ semi-public

2.3 Population

Per the 201 Facilities Plan Update of 2010, the estimated 2010 total service population of the City's four WRFs is 321,610 (City of St. Petersburg Development Services Traffic Analysis Zones, 2009). The City's Economic Development Services Department estimated the service populations of each of the four WRFs in 2005 and 2010 as presented in **Table 2-1**. The population estimates include permanent and seasonal residents.

Table 2-1: Sanitary Sewer Service Population Estimates (includes permanent and seasonal population)

St. Petersburg WRF	Sanitary Sewer Service Population Estimates	
	2005	2010
Albert Whitted	48,569	49,427
Northeast	83,576	84,462
Northwest*	84,087	84,431
Southwest**	102,356	103,290
Total	318,588	321,610

Source: City of St. Petersburg Development Services Traffic Analysis Zones, 2009 taken from 201 Facilities Plan Update of 2010.

* Includes St. Pete Beach, Treasure Island, Pinellas County Bear Creek, and South Pasadena

** Includes Tierra Verde, Ft. Desoto, and Gulfport

2.4 Industrial Pretreatment Program

The City presently permits and monitors approximately 25 businesses and companies as part of the industrial pretreatment program. Members of the industrial pretreatment program include hospitals, educational institutions and industries, among others. The permits typically expire after approximately three years of their issue date. Several industries must meet federal limits while the majority must be in compliance with local limits. Eight industries discharge into the Albert Whitted WRF, five into the Northeast WRF, three into the Northwest WRF, and nine into the Southwest WRF. The City is responsible for maintaining the industrial pretreatment program for the industries that discharge to the Albert Whitted WRF when it is decommissioned in the future.

Currently the average flow per facility is 33,800 gallons per day with a standard deviation of 35,500 gpd. The average facility flow ranges from 850 gpd to 133,000 gpd.

Federal and State Law mandate that all cities, counties and other municipal bodies that process more than 5 million gallons of wastewater every day are generally required to have an Industrial Pretreatment Program. The program is required under the "Clean Water Act" and there are presently 75 programs within the State of Florida which are all regulated (since May 1, 1995) by FDEP in Tallahassee.

The major objectives of the industrial pretreatment program are as follows:

- Preventing the introduction of pollutants into the City's Water Reclamation Facilities (WRFs) which will interfere with the operation of the treatment works or contaminate the resulting biosolids or reclaimed water.
- Preventing the introduction of pollutants into the City's WRF's which may pass through any treatment plant resulting in the introduction of inadequately treated water into receiving waters, injection wells, biosolids, reclaimed water or the atmosphere or be incompatible with the WRF.
- Improving the opportunity to recycle and reclaim municipal and industrial wastewaters and biosolids.
- Preventing the City from violating its treatment plant operating permits.

The industrial pretreatment program issues permits to the larger industries, and transported waste from portable toilets and septic tanks within the City and ensures that the concentrations of any toxic pollutants in their wastewater comply with the requirements of the City Ordinance. The program also collects samples of wastewater from all over the sewer system and continuously monitors the system for unknown sources of toxic pollutants. The program has escalating enforcement powers including termination of sewer service to industries that show patterns of repeat violations with no active effort to come into compliance with their permits. (http://www.stpete.org/water/industrial_pretreatment.asp).

The City also administers a Grease Management Program to permit and monitor approximately ___ restaurants that discharge into our wastewater collection system. Restaurants are required to comply with the program by installing grease traps which minimize the amount of cooking by-product that goes into the sewer system. Annual inspections are conducted to ensure compliance.

3. Wastewater Collection, Transmission, Treatment and Disposal

3.1 Current and Proposed Wastewater Treatment Plant Improvements

The City currently operates four WRFs generally located in the four geographical corners of the City. However, as mentioned above, Albert Whitted WRF will be decommissioned in the future and will divert all of the wastewater flows from its service area to Southwest WRF.

The four WRFs have similar treatment processes which consist of advanced secondary wastewater treatment. The major liquid treatment processes include screening, de-gritting, biological treatment utilizing the activated sludge process and secondary clarification, filtration and chlorination. The treated effluent or reclaimed water is pumped into the City's extensive reclaimed water distribution system. Excess reclaimed water is disposed of via deep injection wells.

3.1.1 Albert Whitted WRF

The existing Albert Whitted WRF is a Type I, advanced secondary, activated sludge treatment facility. The liquid stream treatment includes: an influent pump station; recycle pump station; preliminary treatment consisting of screening and grit removal; advanced secondary treatment consisting of activated sludge with mechanical mixing, clarification, effluent filtration on shallow bed filters; and high level chlorine disinfection. The solids stream treatment includes: waste activated sludge thickening followed by anaerobic digestion and dewatering on sludge belt filter presses. Offsite transport and land disposal is accomplished by a private contractor.

Currently the reclaimed water product is discharged to the City's public access reclaimed water distribution system with excess reclaimed water discharged to Class I injection wells. The wells are used during wet weather or other periods when the reclaimed water supply exceeds the reuse demand.

As previously mentioned, the City is currently in the process of decommissioning the Albert Whitted WRF. One element which led to the decommissioning was FDEP's requirement that the City add reject water storage (and subsequent re-treatment) rather than perform direct disposal via the existing injection wells. This new reject storage would have to be located off-site owing to space limitations at the existing facility location. In addition, the existing Albert Whitted WRF is the smallest and oldest of the City's four water reclamation facilities (WRFs) and requires substantial capital for required improvements. Therefore, it is more cost effective for the City to divert all the flows from the Albert Whitted WRF service area to the Southwest WRF as it has permitted capacity to accommodate the anticipated flows through the year 2030. After the diversion of flow is completed, the Albert Whitted WRF will be taken out of service.

Based on plant historical data from 2011 through 2013, the Albert Whitted WRF is treating an annual average daily flow (AADF) of 6.06 mgd, which is approximately 48 percent of the total rated capacity. The current annual average daily influent 5-day carbonaceous biological oxygen demand (cBOD₅) load is 8,941 pounds per day (lb/d).

Historical data from the Albert Whitted WRF shows that the average daily waste activated sludge (WAS) flow at the facility has been relatively constant with daily average and maximum 30-day average flow rates of approximately 55,000 gallons per day (gpd) and 75,000 gpd, respectively. Daily WAS total solids (TS) concentrations at the WRF varied from 1.25 percent solids up to 2.25 percent solids, with an average volatile solids (VS) fraction of the thickened WAS of approximately 81.5 percent.

3.1.2 Northeast WRF

The existing Northeast WRF is a Type I, advanced secondary, activated sludge treatment facility. The liquid stream treatment includes: influent pump station; recycle pump station; preliminary treatment consisting of screening and grit removal; advanced secondary treatment consisting of activated sludge with mechanical mixing, clarification, effluent filtration of deep bed filters; and high level chlorine disinfection.

The solids stream treatment includes: waste activated sludge thickening followed by anaerobic digestion and dewatering on a sludge belt filter press and two screw presses. Offsite transport and land application is accomplished by a private contractor.

The reclaimed water product is discharged to the City's public access reclaimed water distribution system with excess reclaimed water discharged to Class I injection wells. The wells are used during wet weather or other periods when the reclaimed water supply exceeds the reuse demand. When existing treatment performance does not meet FDEP standards or the City's self-imposed water quality standards for use in the public access reclaimed water system, the rejected reclaimed water is returned to the plant headworks.

The Northeast WRF has averaged an influent flow rate of 8.23 mgd with a daily average influent cBOD₅ load of 8,717 lb/d from 2011 through 2013. The Northeast WRF is currently at 51 percent of its rated capacity, based on flow.

Operating data from the Northeast WRF show daily WAS flow rates average about 80,000 gpd with a max month of 100,000. Daily WAS TS concentrations at the WRF varied from 1.8 to 2.0 percent solids, with an average VS fraction of 79 percent before dewatering. The average thickened sludge VS fraction is approximately 82.6 percent.

As part of the Biosolids to Energy project, the liquid waste activated sludge/biosolids produced at this plant will be conveyed to the Southwest Water Reclamation Facility via a new pump station, force main, and the existing wastewater collection system.

3.1.3 Northwest WRF

The existing Northwest WRF is a Type I, advanced secondary, activated sludge treatment facility. The liquid stream treatment includes: influent pump station; recycle pump station; preliminary treatment consisting of screening and grit removal; advanced secondary treatment consisting of activated sludge with diffused aeration, clarification, effluent filtration on shallow bed filters; and high level chlorine disinfection.

The solids stream treatment includes: waste sludge grinder, waste activated sludge thickening followed by anaerobic digestion and dewatering on sludge belt filter presses. Offsite transport and land application is accomplished by a private contractor.

The reclaimed water product is discharged to the City's public access reclaimed water distribution system with excess reclaimed water discharged to Class I injection wells. The wells are used during wet weather or other periods when the reclaimed water supply exceeds the reuse demand. When existing treatment performance does not meet FDEP standards and the City's self-imposed water quality standards for use in the public access reclaimed water system, the rejected reclaimed water is returned to the plant headworks.

Historical data from 2011 through 2013 for the Northwest WRF indicates a current AADF of 9.80 mgd and an annual average cBOD₅ load of approximately 12,096 lb/d. The Northwest WRF is currently at 49 percent of its rated hydraulic capacity.

The daily average and maximum 30-day average flow rates for WAS have been approximately 90,000 gpd and 130,000 gpd, respectively. Daily WAS TS concentrations at the WRF varied from 1.0 percent to 2.0 percent solids with an average VS fraction of 75 percent. The average thickened sludge VS fraction is approximately 83 percent.

As part of the Biosolids to Energy project, the liquid waste activated sludge/biosolids produced at this plant will be conveyed to the Southwest Water Reclamation Facility via a new pump station, force main, and the existing wastewater collection system.

3.1.4 Southwest WRF

The existing Southwest WRF is a Type I, advanced secondary, activated sludge treatment facility. The liquid stream treatment includes: an influent pump station; preliminary treatment consisting of screening and grit removal; advanced secondary treatment consisting of activated sludge with diffused aeration, clarification, effluent filtration on deep bed filters; and high level chlorine disinfection.

The solids stream treatment used to be: waste sludge grinder, waste activated sludge thickening followed by anaerobic digestion and dewatering on sludge belt filter presses. Currently, the WAS is dewatered, mixed with lime and stabilized to a Class AA product using the patented process from Schwing Bioset. Offsite transport and marketing as a soil amendment/fertilizer is accomplished by a private contractor.

The reclaimed water product is discharged to the City's public access reclaimed water distribution system with excess reclaimed water discharged to Class I injection wells. The wells are used during wet weather or other periods when the reclaimed water supply exceeds the reuse demand.

In the future, the Southwest WRF will receive additional flows from the Albert Whitted WRF service area when the Albert Whitted WRF is decommissioned. It has been determined that the Southwest WRF has permitted capacity to accommodate the anticipated flows coming from the Albert Whitted WRF through the year 2030.

Based on plant historical data from 2011 through 2013, the Southwest WRF is currently treating an AADF of 10.2 mgd, which is approximately 51 percent of the total rated hydraulic capacity. The current annual average daily influent cBOD₅ load is 16,758* lb/d. *Loading may be lower than stated as the cBOD concentrations are higher due to issues with the composite sample site location. This will be corrected with the headworks improvements.

Historical data from the Southwest WRF shows that the average daily WAS flows have been relatively constant with daily average and maximum 30-day average flow rates of approximately 70,000 gpd and 100,000 gpd, respectively. Daily WAS TS concentrations at the SWWRF averaged 1.9 percent with maximum concentration of 2.2 percent solids. The estimated volatile solids concentration is 80%. The WAS is no longer digested.

3.2 Wastewater Collection and Transmission Systems Improvements for Albert Whitted WRF Flow Diversion

The following wastewater collection and transmission system improvements are currently under construction for the diversion of flows from the Albert Whitted WRF to the Southwest WRF.

3.2.1 Gravity Collection System Improvements

The plan for the diversion of flow from the Albert Whitted WRF to the Southwest WRF takes Lift Station #62 off line and diverts half of the Lift Station #62 service area flow to Lift Station #28 via a new 24-inch gravity pipeline (Table 3-1) and diverting the other half of the flow to the newly constructed Lift Station #85 using existing gravity pipelines. Also included as part of the gravity collection system improvements are new service connections to tie-in customers to the new gravity sewer.

Table 3-1: Wastewater Collection System Improvements for Albert Whitted WRF Flow Diversion

Description	Linear Ft.
24" PVC	5,100
10" PVC	60
8" PVC	2,220

Source: Bid Tabulations Albert Whitted

3.2.2 Wastewater Pump Stations and Force Mains Improvements for Albert Whitted WRF Flow Diversion

Lift Station #85 which is currently under construction at the Albert Whitted WRF site will pump wastewater flows from the Albert Whitted WRF service area to the Southwest WRF using the new 30-inch force main. The force main length is approximately 38,000 linear feet. The new Lift Station #85 at the Albert Whitted WRF site will now receive only a portion of the wastewater flows from the Lift Station #62 service area, as the remaining portion will be conveyed using gravity sewer to Lift Station #28/Southwest WRF as discussed above.

Master Lift Station #28 (Big Lake Maggiore) is a standard dry pit type. The lift station has 4 submersible pumps rated at 2,486 gpm at 178 feet of total dynamic head each. The pumps are driven by 185-horsepower motors. Currently this lift station can transmit wastewater to either the Southwest WRF or Albert Whitted WRF. However, after the Albert Whitted WRF is demolished, it will transfer flows only to the Southwest WRF.

3.3 Reclaimed Water and Effluent Disposal

The City's comprehensive water resources management program includes a reclaimed water system which delivers reclaimed water to residential customers, parks and golf courses for urban irrigation. Excess reclaimed water is pumped to deep injection wells at each WRF. The reclaimed water transmission system interconnects all four wastewater plants. The City reuses approximately 60 percent of its treated wastewater. Excess reclaimed water that is produced during wet weather is injected into deep wells. Effluent not meeting the State's standards and the City's more stringent standards (usually related to chlorine concentration from salt water along the coastal areas) is returned to the plant headworks for retreatment. The Northeast and Southwest WRFs each have three injection wells. Reclaimed water storage is provided onsite at the WRFs for a total storage capacity of 45 million gallons plus an additional one million gallons at the Southwest ASR well.

As mentioned above, the City is currently in the process of decommissioning the Albert Whitted WRF and is planning to divert all the wastewater flows to the Southwest WRF. The City provides reclaimed water to reclaimed customers and will continue to provide that service (note that reclaimed water is not a guaranteed service) in the Albert Whitted WRF service area after decommissioning. After the wastewater flows are diverted to the Southwest WRF and after the Albert Whitted WRF treatment trains are taken out of service, the City will retain the two existing injection wells, associated monitoring wells, and the existing Reclaimed Water Aquifer Recovery on Demand "REWARD" withdrawal well, all of which are located on the Albert Whitted WRF site (CDM Smith Albert Whitted Water Reclamation Facility Operation Alternative Final Report prepared in October 2010). The injection wells will continue to be utilized through the existing reclaimed water system. To maintain use of the REWARD well, new piping for transmission of flow to the new diversion pump station #85 using the existing pumps at the REWARD well is anticipated. All other structures at the Albert Whitted WRF not required for the continued use of the injection, monitoring, and REWARD well will be demolished. The existing two million gallon reclaimed water storage tank at the Albert Whitted WRF will be demolished.

The existing City policies regarding reclaimed water are based on the presumption that reclaimed water is a resource to be developed to satisfy demands inside the city limits.

An application for reclaimed water service may be approved when the customer has either a suitable irrigation system with permanently placed sprinkler devices or a dedicated reclaimed water hose bib. Meters must be provided for non-irrigation users and larger irrigation users. For a property where reclaimed water service is provided, the public potable water supply must be protected by an approved double check valve assembly on services of 1-1/2-inches and larger; and by a double check device on 1-inch and 3/4-inch services.

3.4 Biosolids Management

According to the City's "WRF All Pretreatment Discharge Monitoring Report", the biosolids from all four WRFs are disbursed through land application.

The City contracts with a private hauler for the removal and ultimate disposal of the wastewater biosolids from the wastewater treatment process. The contractor is paid on a per cubic yard basis. The biosolids are transported primarily to Hillsborough and Polk Counties to be used for agricultural purposes, including sod farms and pasture lands. The contractor is responsible for complying with all local, state and federal regulations regarding biosolids disposal.

Currently the City produces Class B biosolids at the Northeast WRF, Northwest WRF and Albert Whitted WRF. However, the Southwest WRF currently produces Class A biosolids using the Schwing Bioset Process. The Schwing Bioset process takes the dewatered (in cake form) biosolids (Waste Activated Sludge or WAS) and mixes it with calcium oxide (quicklime) and sulfamic acid (in dry granular form). Mixing is accomplished with Schwing Bioset's twin-screw feeder and the blended material is pumped into a plug flow reactor with Schwing Bioset's twin-cylinder positive displacement piston pump. The mixture passes through the plug flow reactor for approximately 40 minutes where the temperature is monitored and chemical dosage occurs, with the objective of maintaining a temperature of 55°C (131°F) through the reactor.

The Schwing Bioset Process is designed to meet Class A standards for pathogen destruction via pasteurization. The Bioset system is considered equivalent to a Process to Further Reduce Pathogens in

accordance with Title 40 CFR 503.32 (a)(8). The requirements of this paragraph stipulate that the final product have a fecal coliform density less than 1,000 Most Probable Number (MPN) per gram of either dry weight solids or for Salmonella bacteria below detection limits (3 MPN per 4 grams dry weight solids) at the time the biosolids are land applied. Equivalency to Title 40 CFR 503.32 above was granted by the Federal Environmental Protection Agency (EPA) with final approval needed and expected from FDEP. Vector attraction reduction is met using option six as specified under Title 40 CFR 503.33(b)(6), which requires the addition of alkali (quicklime) to raise the pH to at least 12 at 25° for 24 hours. The Schwing Bioset Process will continue at Southwest WRF until the new Class A digestion process is constructed in the future as further discussed below.

4. Evaluation of Alternatives

The City is planning to consolidate all of its WRFs biosolids handling at one location (Southwest WRF) to consistently produce Class A biosolids that can provide beneficial use such as for land application, fertilizer or used as fill in construction projects. The City also wants to take advantage of the digester gas (after treatment) to produce renewable energy to be used as a fuel for boilers, engines and other energy needs such as vehicle fuel.

Table 4-1 provides the approximate current secondary biosolids (WAS) and digested biosolids production rates at all WRFs.

Table 4-1: Current Secondary (WAS) and Digested Biosolids Quantities

Updated Biosolids Production Rates (dry tons TS/year)		
Water Reclamation Facility	WAS before digestion (Average)	Digested Biosolids (Average)
Albert Whitted	1,466	842
Northeast	2,315	1,228
Northwest	2,056	1,114
Southwest – lime stabilized, not digested	2,025	3,570 with lime added
Total	7,862	6,754

The 2014 Supplement evaluates alternatives, which in this case provides for processing the biosolids from the WRFs. The various alternatives evaluated in the 2014 Supplement are given below.

- Alternative 1: Class B Land Application with Current Operation
- Alternative 2: Anaerobic digestion at Southwest WRF, Northeast and Northwest WRF WAS Conveyance, Biogas production for use in Engine Generator operation at Southwest WRF to produce electricity. The Engine Generators would be supplemented with purchased natural gas as necessary.
- Alternative 3: Anaerobic digestion at Southwest WRF, Northeast and Northwest WRF WAS Conveyance, Engine operation using purchased natural gas at peak electric demand at Southwest WRF and Biogas used for vehicle fuel

Each of these alternatives is described in detail below.

Alternative 1: Continue Class B Land Application with Current Operation

Currently, Class-B digested biosolids are produced at the Northeast WRF and the Northwest WRF. In this Alternative, the existing digesters at the Northeast WRF and the Northwest WRF will continue to produce Class B biosolids with no upgrade to this process.

Currently Class A biosolids are produced at the Southwest WRF using the Schwing Bioset Process. Albert Whitted WRF will no longer provide treatment and will send all the wastewater flows to the

Southwest WRF.

The improvements required at the Southwest WRF under Alternative #1 include the addition of screw presses for dewatering, upgrades to the gravity belt thickeners and the addition of an aeration step feed.

Table 4-2 provides the capital costs, annual operation and maintenance (O&M) costs and calculated 20 year present worth cost for this alternative. The 20 year total present worth for this alternative is estimated to be approximately \$ 137 million.

Table 4-2 Alternative #1: Details 20-Year Present Worth

Alternative #1 – Continuous Class B Biosolids Land Application with Current Operation at SWWRF		Construction Costs
Capital Costs		
	Generators and Electrical Building (B&V)	\$4,347,795
	Support Equipment	724,084
	Total Construction Costs	\$5,071,879
	Design Engineering	\$2,958,513
	Construction Engineering	\$2,225,000
	Total Capital Costs	\$10,255,392
10-year CIP	SWWRF NEWRF NWWRF	\$25,096,032
20-year CIP	SWWRF NEWRF NWWRF	\$11,512,605
	Total PW – Capital	\$46,864,029
Annual O&M Costs		
Material Handling	Annual Trucking Costs	\$1,987,429
Natural Gas Tracking	Annual Cost of Natural Gas	\$61,138
Vehicle Fuel	Value of RINS	\$0
	Revenue from RNG to Sanitation	\$0
	Revenue from excess RNG sales	\$0
Electricity	SWWRF	\$1,027,585
	NEWRF	\$107,594
	NWWRF	\$159,272
	Sludge Pumping Cost	\$0
FOG Revenue	SWWRF	\$0
Iron for Struvite, H2s & Flocc	SWWRF	\$0
Polymer Costs	SWWRF	\$123,434
	NEWRF	\$151,671
	NWWRF	\$118,505
Operations	SWWRF – Solids	\$660,000
	NEWRF – Solids	\$340,398
	NWWRF – Solids	\$790,398
	SWWRF – Primary Clarifier	\$0
	Sludge Pumping/Sewer	\$0
	Tube Trailer Transit	\$0
	Fuel Treatment Labor	\$0
	PSA and/or Gas Treatment O&M	\$0
	Annualized Compressor O&M	\$0
	Engine O&M	\$0

Total Annual Cost:	\$5,527,425
Annual Cost Savings over Base:	\$0
20 Year PW of Annual Costs:	\$90,381,315
20 Year PW of Capital Costs:	\$46,864,028
Total 20 Year PW:	\$137,245,343
PW Savings over Continued Class "B"	\$0

Alternative 2: Anaerobic digestion at Southwest WRF, Northeast and Northwest WRF WAS Conveyance, Biogas production for Engine operation at Southwest WRF

Under this alternative, the Northeast and Northwest WRFs will convey their WAS biosolids to the Southwest WRF using new force mains, a pumping station and the existing sanitary sewer collection system. This transfer of the WAS biosolids to the Southwest WRF will require the addition of odor control facilities at the Southwest WRF.

The Albert Whitted WRF will no longer be providing treatment and will pump the wastewater to the Southwest WRF. It is assumed that the Northeast WRF and Northwest WRF biosolids will be pumped to the Southwest WRF. An analysis was performed regarding the capacity of various facilities at the Southwest WRF, with the recommendation made that the addition of primary treatment facilities would be needed to handle the larger volume of WAS biosolids. The use of primary treatment facilities rather than additional biological processes is preferred as a cost-effective method as it avoids much higher energy costs.

The solids handling upgrades include improvements to the solids treatment facilities at the Southwest WRF to Class A using temperature-phased anaerobic digestion (TPAD, thermophilic followed by mesophilic) process. The solids that are both delivered to and produced by the Southwest WRF will be processed with a combination of thickening (gravity belt thickeners), TPAD digestion and dewatering (centrifuges or screw presses). Alternative 2 does not include an Energy Recovery System (thermal processing) with the resulting biosolids continuing to be land applied as Class A biosolids (qualifying as fertilizer). Fats, Oil and Grease (FOG) is to be added to the biosolids processing in order to increase the production of digester gas. This is being done to provide a significant reduction in energy costs, estimated to be realized with the use of internally generated digester gas. Also, an odor control system is to be added as part of the above facilities as needed to prevent odor issues at the Southwest WRF.

A 1.1 MW combined heat and power (CHP) system with an engine base providing for full heat recovery is proposed. The digester gas will be cleaned in order to be suitable for either engine generator or boiler use. Downtime of less than 10 percent is estimated, such that a second engine is not recommended.

A new electrical building will house the new boilers as well as digester controls, synchronization gear, and new starters and PLCs for the equipment in this upgrade. The following is the summary of the solid treatment facilities upgrades required at Southwest WRF to continue to produce Class A biosolids and produce renewable energy:

- Gravity belt thickeners capacity expansion
- Two new boilers, with gas treatment for removal of siloxane
- Two new digesters and their conversion for enhanced gas production
- Biosolids-to-biosolids heat recovery system
- Fat, oil and grease (FOG) receiving station that uses primary clarifier odor control system
- Dewatering centrifuges or screw presses

- Electrical and boiler building
- Engine generator for combined heat and power: uses boiler gas treatment

Table 4-3 provides the capital costs, annual operation and maintenance (O&M) costs and calculated 20 year present worth cost for this alternative. It is estimated that the 20 year total present worth for this alternative is approximately \$ 124 million.

Table 4-3 Alternative #2: Details 20-Year Present Worth

Alternative #2 – Class A Biosolids (No Vehicle Fuel)		Construction Costs
Capital Costs		
	Primary Clarifiers and Digesters	\$35,290,104
	Generators and Electrical Building (B&V)	\$11,374,740
	Dewatering Building (AECOM)	\$10,000,000
	GBT Thickener Building (Carollo)	\$1,800,000
	NE & NW WAS Pump Station (AECOM)	\$700,000
	NE & NW WAS Force Main	\$4,500,000
	Support Equipment	724,084
	Total Construction Costs	\$64,388,928
	Design Engineering	\$4,534,259
	Construction Engineering	\$5,099,000
	Total Capital Costs	\$74,022,187
10-year CIP	SWWRF	
	NEWRF	\$799,078
	NWWRF	
20-year CIP	SWWRF	
	NEWRF	\$0
	NWWRF	
	Total PW – Capital	\$74,821,265
Annual O&M Costs		
Material Handling	Annual Trucking Costs	\$668,886
Natural Gas Tracking	Annual Cost of Natural Gas	\$91,638
Vehicle Fuel	Value of RINS	\$0
	Revenue from RNG to Sanitation	\$0
	Revenue from excess RNG sales	\$0
Electricity	SWWRF	\$82,401
	NEWRF	\$0
	NWWRF	\$0
	Sludge Pumping Cost	\$16,957
FOG Revenue	SWWRF	(\$120,000)
Iron for Struvite, H2s & Flocc	SWWRF	\$273,000
Polymer Costs	SWWRF	\$427,353
	NEWRF	\$0
	NWWRF	\$0
Operations	SWWRF – Solids	\$800,000
	NEWRF – Solids	\$0
	NWWRF – Solids	\$0
	SWWRF – Primary Clarifier	\$60,000
	Sludge Pumping/Sewer	\$100,000
	Tube Trailer Transit	\$0
	Fuel Treatment Labor	\$75,000
PSA and/or Gas Treatment O&M	\$200,071	

	Annualized Compressor O&M	\$0
	Engine O&M	\$317,846
Total Annual Cost:		
		\$2,993,152
Annual Cost Savings over Base:		
		\$2,534,273
20 Year PW of Annual Costs:		
		\$48,942,319
20 Year PW of Capital Costs:		
		\$74,821,265
Total 20 Year PW:		
		\$123,763,584
PW Savings over Continued Class "B"		
		\$13,481,759

Alternative 3: Anaerobic digestion at Southwest WRF, Northeast and Northwest WRF WAS Conveyance, Engine Generator operation using Natural Gas to produce electricity at Southwest WRF and Biogas used for vehicle fuel

This alternative assumes that the WAS biosolids from the Northeast WRF and Northwest WRF will be conveyed to the Southwest WRF in the same manner as Alternative 2. This alternative also recommends improvements that produce Class A biosolids. The state regulations are becoming more stringent and the land application sites more scarce, both of which are increasing the costs of hauling and land application. Since the Albert Whitted WRF is being decommissioned, it is assumed that the Albert Whitted WRF raw wastewater will be pumped to the Southwest WRF. This transfer of the WAS biosolids to the Southwest WRF will require pumping, piping, and odor control.

This alternative also includes the use of primary treatment in the form of two new primary clarifiers and new primary biosolids pumping stations along with a centralized odor control system at the Southwest WRF for the handling and treatment of the conveyed WAS biosolids from the Northeast and Northwest WRFs.

The solids handling upgrades include upgrading the solids treatment facilities at Southwest WRF to Class A using temperature-phased anaerobic digestion (TPAD, thermophilic followed by mesophilic) process. The solids that are both delivered to and produced by the Southwest WRF will be processed with a combination of thickening (gravity belt thickeners), TPAD digestion and dewatering (centrifuges or screw presses). The resulting biosolids will continue to be land applied as Class A biosolids. Fats, Oil and Grease (FOG) is to be added to the biosolids processing in order to increase the production of digester gas. This is being done to provide a significant reduction in energy costs, estimated to be realized with the use of internally generated digester gas. Also odor control has to be added as part of the above facilities as needed to prevent odor issues at the Southwest WRF.

A 1.1 MW combined heat and power (CHP) system with an engine generator providing for full heat recovery is proposed. The engine generator will operate continuously on purchased natural gas. Downtime of less than 10 percent is estimated, such that a second engine generator is not recommended. The digester gas will be cleaned to pipeline quality and compressed for use as vehicle fuel. A new electrical building will house the new boilers as well as digester controls, synchronization gear, and new starters and PLCs for the equipment in this upgrade. The following is the summary of the solid treatment facilities upgrades required at the Southwest WRF to produce Class A biosolids and renewable energy:

- Gravity belt thickeners capacity expansion
- Two new digesters and their conversion for enhanced gas production
- Biosolids-to-biosolids heat recovery system
- Fat, oil and grease (FOG) receiving station that uses primary clarifier odor control system
- Dewatering Centrifuges or screw presses

- Electrical and boiler building
- Engine generator for combined heat and power; uses boiler gas treatment
- Facilities for the cleaning and compression to pipeline quality CNG and fuel stations.

Table 4-4 provides the capital costs, annual operation and maintenance (O&M) costs and calculated 20 year present worth cost for this alternative. It is estimated that the 20 year total present worth for this alternative is approximately \$108 million.

The operating costs and energy recovery revenue in Table 4-4 are based on using the digester gas for vehicle fuel. Alternative #3 provides the capital required to provide such facilities.

Table 4-4 Alternative #3: Details 20-Year Present Worth

Alternative #3 – Class A Biosolids (Natural Gas to Engine 24/7, Biogas to Vehicle Fuel)		Construction Costs
Capital Costs		
	Primary Clarifiers and Digesters	\$41,381,651
	Generators and Electrical Building (B&V)	\$10,497,403
	Dewatering Building (AECOM)	\$10,000,000
	GBT Thickener Building (Carollo)	\$1,800,000
	NE & NW WAS Pump Station (AECOM)	\$700,000
	NE & NW WAS Force Main	\$4,500,000
	Support Equipment	\$1,250,000
	Total Construction Costs	\$70,129,054
	Design Engineering	\$4,534,259
	Construction Engineering	\$5,099,000
	Total Capital Costs	\$79,762,313
10-year CIP	SWWRF NEWRF NWWRF	\$799,078
20-year CIP	SWWRF NEWRF NWWRF	\$0
	Total PW – Capital	\$80,561,391
Annual O&M Costs		
Material Handling	Annual Trucking Costs	\$668,886
Natural Gas Tracking	Annual Cost of Natural Gas	\$724,338
Vehicle Fuel	Value of RINS	(\$605,739)
	Revenue from RNG to Sanitation	(\$975,071)
	Revenue from excess RNG sales	(\$313,654)
Electricity	SWWRF	\$86,333
	NEWRF	\$0
	NWWRF	\$0
	Sludge Pumping Cost	\$16,957
FOG Revenue	SWWRF	(\$120,000)
Iron for Struvite, H2s & Flocc	SWWRF	\$273,000
Polymer Costs	SWWRF	\$427,353
	NEWRF	\$0
	NWWRF	\$0
Operations	SWWRF – Solids	\$800,000
	NEWRF – Solids	\$0

	NWWRF – Solids	\$0
	SWWRF – Primary Clarifier	\$60,000
	Sludge Pumping/Sewer	\$100,000
	Tube Trailer Transit	\$25,000
	Vehicle Fuel Treatment Labor	\$50,000
	PSA and/or Gas Treatment O&M	\$47,750
	Annualized Compressor O&M	\$50,000
	Engine O&M	\$333,013
Total Annual Cost:		
		\$1,648,165
Annual Cost Savings over Base:		
		\$3,879,259
20 Year PW of Annual Costs:		
		\$26,949,864
20 Year PW of Capital Costs:		
		\$80,561,391
Total 20 Year PW:		
		\$107,511,255
PW Savings over Continued Class "B"		
		\$29,734,088

4.1 Plan Selection

All three alternatives described above were compared on a present worth basis. The present worth cost of each alternative includes capital costs, repair and replacement costs, incremental operation and maintenance (O&M) costs, and project revenue. A present worth cost analysis provides a true indication of the alternative "life cycle" cost over the planning period.

Present worth Cost

The capital costs, repair and replacement costs, incremental O&M costs, and project revenue calculated for all the alternatives are presented in **Table 4-5**. The present worth values were calculated using a 3 percent discount rate for capital improvements projects (CIP) elements and 2 percent discount rate for O&M costs over the 201 Facility Plan Amendment period (20 years).

Table 4-5: Summary 20-Year Present Worth (PW) Cost for All Alternatives

Alternatives	Capital Present Worth	Annual Cost 20-year Present Worth	Total 20-year Present Worth
Alt. #1 - Continuous Class B Biosolids Land Application with Current Operation at SWWRF	\$46,864,028	\$90,381,315	\$137,245,343
Alt. #2 - Class A Biosolids (No Vehicle Fuel)	\$74,821,265	\$48,942,319	\$123,763,584
Alt. #3 - Class A Biosolids (Natural Gas to Engine 24/7, Biogas to Vehicle Fuel)	\$80,561,391	\$26,949,864	\$107,511,255

4.1.1 Recommendation of Alternatives

Based on the analysis of cost effectiveness (present worth), the alternatives arranged in order from highest to lowest present worth are as follows: Alternative 1, Alternative 2, and Alternative 3. The lower the

present worth, the better the alternative.

Alternative 1 has the highest present worth cost compared to the other alternatives and hence not recommended. This alternative assumes that the existing digester process at the Northeast WRF and Northwest WRF would not be modified to achieve Class A biosolids. The cost of land application greatly increases under this alternative, with no assurance that this option will be available in the future.

Alternative 2 assumes that all of the City's wastewater solids would be treated at the upgraded Southwest WRF digestion facilities to Class A biosolids. Renewable power from digester gas essentially satisfies the Southwest WRF's electrical demand.

Alternative 3 assumes that the digester gas is converted to CNG for use as vehicle fuel. Purchased natural gas is used to power engine generators to provide electrical power to the Southwest WRF. Because of its lower total present worth and superior environmental benefits, this alternative is recommended. This alternative produces a Class A biosolids, which is more stable and more environmentally beneficial than the Class B biosolids produced in Alternate 1.

5. Schedule and Financial Planning Update

5.1 Schedule

The estimated project schedule for SRF related activities is presented in **Table 5-1**. The schedule is segregated into major construction related components including permitting, advertisement of bids, bid opening, start-up and operation certification. The schedule also includes the major components for funding including loan application submittal, and capital financing plan submittal.

Table 5-1 Implementation Schedule

Item #	Description	Completion or Submittal Date
1	RFP Solicitation for CMAR	June 2014
2	Public Hearing – 201 Facilities Plan Update / Capital Finance Plan	June 2014
3	Request for Inclusion	June 2014
4	CMAR Proposals Due	July 2014
5	Recommendation for Award of CMAR	August 2014
6	Design Completion	December 2014
7	Permits	December 2014
8	FDEP Public Hearing	February 2015
9	Submit to FDEP Final Subcontractor's RFP's	March 2015
10	FDEP Approval of Final Subcontractor's RFP's	April 2015
11	CMAR Receive Subcontractor Proposals	May 2015
12	Submit FDEP Loan Application	May 2015
13	FDEP Review/Approve Subcontractor Proposals	June 2015
14	Loan Agreement/Closing	September 2015
15	Construction Start	October 2015
16	Construction Complete	October 2017

In accordance with the schedule presented, the improvements are anticipated to be completed and operational by October 2017. It is anticipated that the construction will require 24 months to complete. Construction of these improvements is anticipated to commence by October 2015.

5.2 Financial Planning

The scope of this financing plan for Alternative 3, includes the planned Southwest WRF improvements for a total construction cost of approximately \$45,050,000 (**Table 5-2**) and a total program cost (including engineering, program management, legal, and administration) of \$50,939,000. The recommended financial plan funds all the improvements described with SRF revenue supported debt.

Table 5-2: Proposed Project Costs and Funding Sources

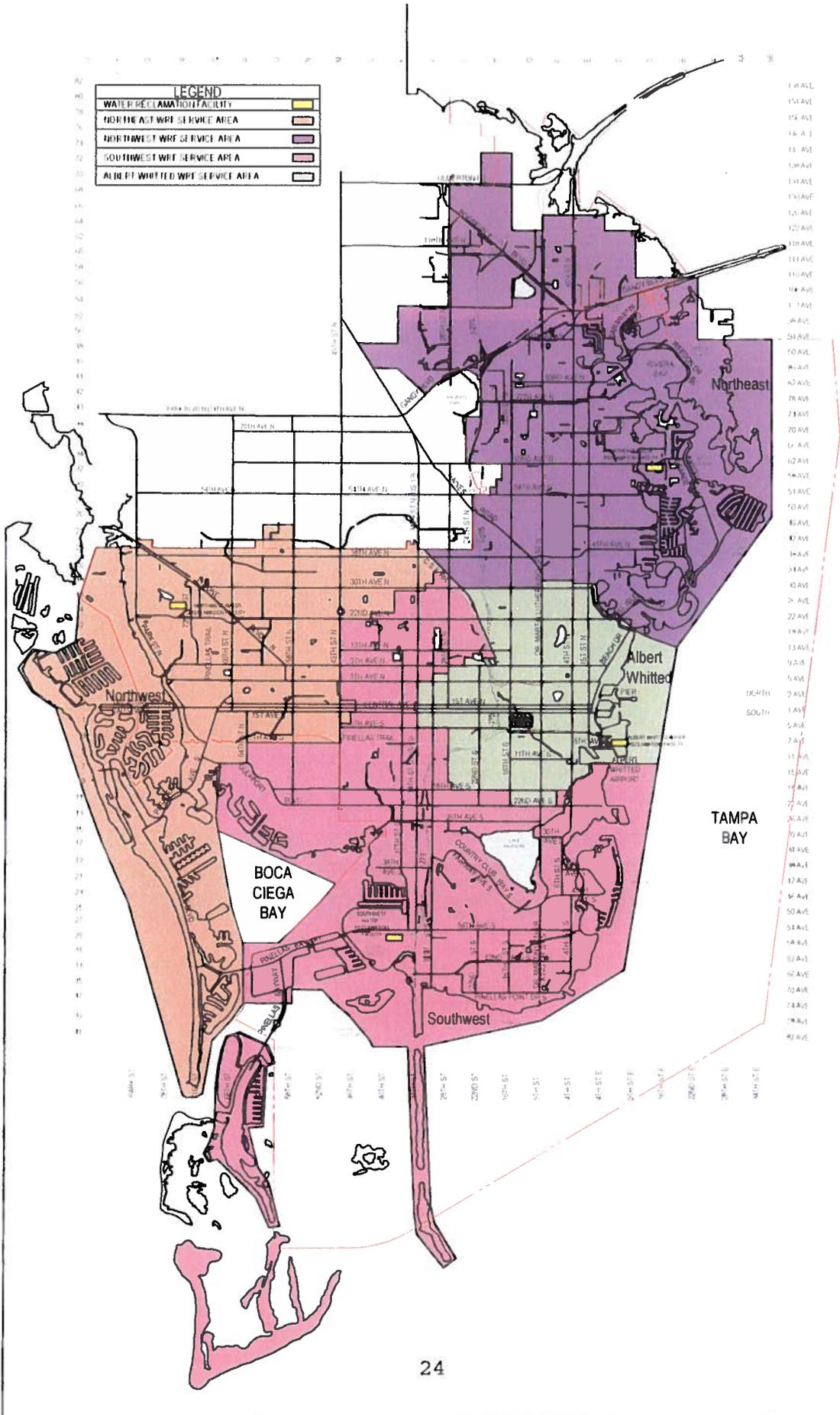
Project Description	Anticipated Costs after Value Engineering	Current Construction Costs
SRF Funded Project Costs		
Primary Clarifiers & Digesters for Biosolids Proj.	\$36,700,000	\$41,381,651
Dewatering	6,400,000	10,000,000
GBT Thickener Building	1,950,000	1,800,000
TOTAL SRF FUNDING	\$45,050,000	\$53,181,651
Bond Funded Project Costs		
Generators and Electrical Building	9,500,000	\$10,497,403
NE and NW Biosolids Pump Station	760,000	700,000
NE and NW Biosolids Force Main (replace 2)	4,580,000	4,500,000
Support Equipment	750,000	1,250,200
TOTAL BOND FUNDING	\$15,590,000	\$16,947,603
Design Engineering Costs (partial DOE Grant)	\$5,889,000	\$4,534,259
Construction Engineering Costs	Note #1	5,099,000
OVERALL PROJECT COSTS	\$66,529,000	\$79,762,513

Note #1 Construction Engineering Costs are included above in the bond funded project Costs

Table 5-3: Analysis of Wastewater Rate Increase Impact in Total

	2014	2015	2016	2017	2018	2019	2020	2021
Residential per 1,000 Gal Base Charge/Month	\$4.39 \$11.46	\$4.63 \$12.09	\$4.89 \$12.76	\$5.07 \$13.23	\$5.26 \$13.73	\$5.46 \$14.24	\$5.66 \$14.78	\$5.87 \$15.33
Average Monthly Use per Residential Customer	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Monthly Cost for Average Residential Customer	\$29.02	\$30.61	\$32.32	\$33.51	\$34.77	\$36.08	\$37.42	\$38.81
Annual Percentage Increase		5.5%	5.5%	3.75%	3.75%	3.75%	3.75%	3.75%

LEGEND	
Water Reclamation Facility	
Northeast WRF Service Area	
Northwest WRF Service Area	
Southwest WRF Service Area	
Albert Whitted WRF Service Area	

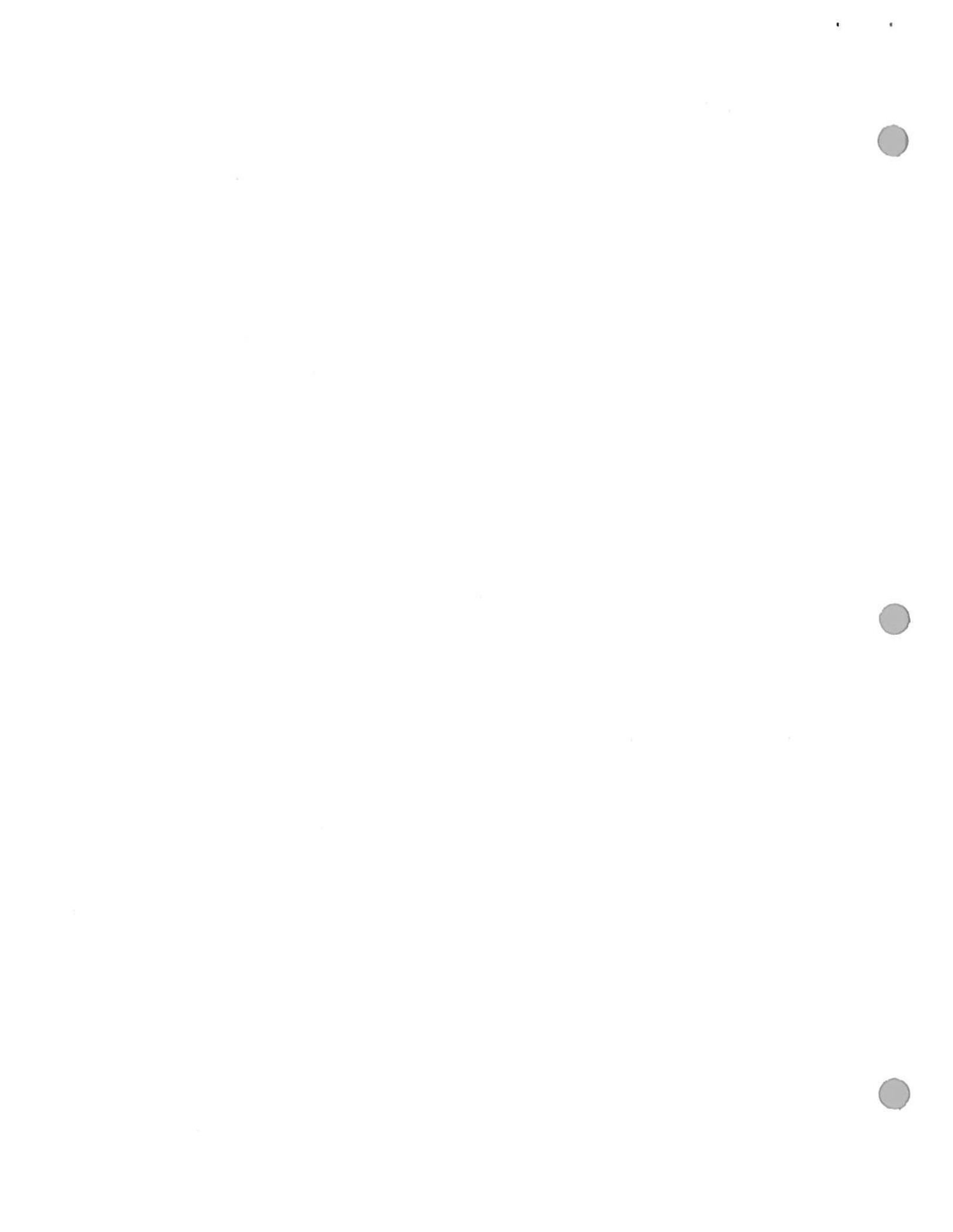


Water Reclamation Facilities and Service Areas



Scale	Not to Scale
Date	April 23 2014

Water Reclamation Facilities and Service Areas
 Water Resources Department
 City of St. Petersburg



Appendix A
Capital Finance Plan

CAPITAL FINANCING PLAN

WW-02b

City of St. Petersburg
(Project Sponsor)
Steve Leavitt, Water Resources Director
(Authorized Representative and Title)
St. Petersburg, FL 33713
(City, State, and Zip Code)

Andy Burnham, Senior Vice President, Burton & Associates (813) 443-5138
(Capital Financing Plan Contact, Title and Telephone Number)
1000 N. Ashley Dr., Suite 513
(Mailing Address)
Tampa, FL 33602
(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are Net Revenues of the Public Utilities System
(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	<u>\$45,050,000</u>
Loan Service Fee (2% of capital cost)	<u>\$901,000</u>
Subtotal	<u>\$45,951,000</u>
Capitalized Interest**	<u>\$818,466</u>
Total Cost to be Amortized	<u>\$46,769,466</u>
Interest Rate***	<u>1.75%</u>
Annual Debt Service	<u>\$2,791,727</u>
Annual Debt Service Including Coverage Factor****	<u>\$3,210,486</u>

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.

** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.

*** Interest rate = Market Rate - 4 + (4/(1+(100/Affordability Index)³)) - 1/Log(Population Served), adjusted for anticipated credits and expected inflation in market rate at time of loan issuance; whereas, the Market Rate = 4.48% (current quarterly rate as of 4/1/14, per Bond Buyer 20-Bond GO Index Rate), the Affordability Index = 105.51807 (provided by City), the Population = 246,541 (provided by City), and anticipated credits total 1.20% (0.25% for Davis-Bacon provisions, 0.10% for project qualifying as a "Green Project", 0.10% for an approved Asset Management Plan, and 0.75% for project complying with Buy American). Prior to adding inflation, the calculated interest rate is 1.255%.

**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

IDENTIFY EACH OBLIGATION

#1 Series 2003 Coverage % 115% Insured (Yes/No) Yes	#2 Series 2005 Coverage % 115% Insured (Yes/No) Yes	#3 Series 2006 Coverage % 115% Insured (Yes/No) Yes
#4 Series 2009A Coverage % 115% Insured (Yes/No) No	#5 Series 2009B Coverage % 115% Insured (Yes/No) No	#6 Series 2010A Coverage % 115% Insured (Yes/No) No

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#1	#2	#3	#4	#5	#6		
2012	2,218,009	2,902,119	2,633,331	3,141,006	3,236,450	1,725,173		
2013	1,266,955	2,900,928	2,637,931	3,139,731	3,205,750	2,092,398		
2014	325,200	2,902,306	2,627,031	3,138,006	3,201,875	2,095,823		
2015		2,901,106	2,630,631	3,134,381	3,197,125	2,092,210		
2016		2,898,706	2,633,431	3,137,131	3,196,125	2,086,791		
2017		2,900,006	2,630,531	3,132,531	3,188,625	2,084,685		
2018		2,899,906	2,631,931	3,132,031	3,189,250	2,070,685		
2019		2,898,406	2,632,531	3,130,531	3,182,625	2,069,678		
2020		2,899,800	6,028,031	2,976,131		2,077,150		
2021		2,893,438	6,025,631	2,978,831		2,067,780		
2022		2,892,144	6,021,731	2,979,788		2,061,735		
2023		2,886,200	5,998,631	2,983,472		2,050,115		
2024		2,887,881	6,000,881	2,985,063		2,042,920		
2025		2,886,950	5,999,544	2,989,800		2,020,380		
2026		2,888,288	5,996,628	2,987,625		2,012,495		
2027		2,881,894	5,992,050	2,992,925		2,000,280		
2028		2,884,381	5,983,913	2,995,875		1,978,780		
2029		2,884,688	5,976,513	2,995,875		1,966,380		
2030		2,881,122		2,817,375		1,981,880		
2031		2,879,434		2,821,375		1,965,280		
2032		2,874,509		2,828,250		1,946,680		
2033		2,876,116		2,837,750		1,921,211		
2034		2,874,022		2,810,625		1,923,868		
2035		11,098,400		2,826,625		1,894,649		
2036		11,064,875		2,839,625		1,864,493		
2037				9,757,500		5,951,680		
2038				9,739,913		5,820,440		
2039				9,733,950		5,700,920		
2040				9,728,850		1,816,320		
2041								
2042								
2043								
2044								

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

IDENTIFY EACH OBLIGATION

#7 Series 2010B Coverage % 115% Insured (Yes/No) No	#8 Series 2013A Coverage % 115% Insured (Yes/No) No	#9 Series 2013B Coverage % 115% Insured (Yes/No) No
#10 Series 2013C Coverage % 115% Insured (Yes/No) No	#11 CS120521010 Coverage % 115% Insured (Yes/No) No	#12 CS120521020 Coverage % 115% Insured (Yes/No) No

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#7	#8	#9	#10	#11	#12		
2012	1,299,870				927,467	246,486		
2013	1,299,870	337,828	329,585		927,467	246,486		
2014	1,299,870	1,600,239	1,561,193	444,982	927,467	246,486		
2015	1,299,870	2,149,039	1,960,118	1,160,824	927,467	246,486		
2016	1,299,870	2,170,739	1,952,893	1,160,824	927,467	246,486		
2017	1,299,870	2,171,039	1,955,368	1,160,824	927,467	246,486		
2018	1,299,870	2,170,339	1,957,393	1,160,824	927,467	246,486		
2019	1,299,870	2,173,539	1,958,968	1,660,824	927,467	246,486		
2020	1,299,870	2,170,639	1,896,068	1,648,324	927,467	246,486		
2021	1,299,870	2,171,639	1,898,693	1,647,699		246,486		
2022	1,299,870	2,171,439	1,895,943	1,645,824		246,486		
2023	1,299,870	2,174,039	1,892,893	1,647,574		123,243		
2024	1,299,870	2,170,539	1,895,605	1,642,949				
2025	1,299,870	2,166,939	1,893,524	1,641,949				
2026	1,299,870	2,167,039	1,894,930	1,644,324				
2027	1,299,870	2,170,364	1,895,305	1,644,949				
2028	1,299,870	2,172,164	1,894,593	1,643,824				
2029	1,299,870	2,172,448	1,892,774	1,643,855				
2030	1,299,870	2,170,310	8,028,143	1,645,174				
2031	1,299,870	2,165,798	8,020,543	1,639,586				
2032	1,299,870	2,164,133	8,035,243	1,641,961				
2033	1,299,870	2,165,633	8,028,180	1,637,124				
2034	1,299,870	2,165,008	8,024,959	1,639,936				
2035	1,299,870	2,161,783		1,450,111				
2036	1,299,870	2,161,239		1,457,114				
2037	1,299,870	2,158,708		1,461,530				
2038	1,299,870	2,159,060		1,468,155				
2039	1,299,870	2,155,800		1,632,924				
2040	5,042,160	2,154,100		1,632,805				
2041	16,347,225	2,155,100		1,631,668				
2042		7,970,000		1,431,990				
2043		8,160,000		1,253,000				
2044				5,115,000				

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary

IDENTIFY EACH OBLIGATION

#13 CS12052104P Coverage % 115% Insured (Yes/No) No	#14 CS12052105A Coverage % 115% Insured (Yes/No) No	#15 CS12052105L Coverage % 115% Insured (Yes/No) No
#16 CS120521030 Coverage % 115% Insured (Yes/No) No	#17 WW520600 Coverage % 115% Insured (Yes/No) No	#18 Coverage % Insured (Yes/No)

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#13	#14	#15	#16	#17	#18		
2012	29,932	45,521	299,083	394,592			19,729,351	2,234,544
2013	29,932	45,521	299,083	394,592	240,298		19,792,622	2,510,887
2014	29,932	22,761	299,083	394,592	447,643		22,076,004	2,723,159
2015	29,932		299,083	394,592	414,691		23,604,099	2,659,089
2016	29,932		299,083	394,592	414,691		23,616,987	2,659,089
2017	29,932		299,083	394,592	414,691		23,602,001	2,659,089
2018	29,932		299,083	394,592	414,691		23,589,063	2,659,089
2019	29,932		299,083	394,592	414,691		23,583,017	2,659,089
2020	29,932		299,083	394,592	414,691		24,145,414	2,659,089
2021	29,932		299,083	394,592	414,691		24,131,117	1,592,502
2022	29,932		299,083	394,592	414,691		24,113,743	1,592,502
2023	29,932		299,083	394,592	414,691		24,072,712	1,450,772
2024			149,541		414,691		24,064,564	648,867
2025					414,691		24,033,798	476,894
2026					414,691		24,024,878	476,894
2027					414,691		24,009,282	476,894
2028					414,691		23,981,409	476,894
2029					414,691		23,957,262	476,894
2030					414,691		23,947,454	476,894
2031					414,691		23,910,668	476,894
2032					414,691		23,909,242	476,894
2033					207,345		23,880,766	238,447
2034							23,849,030	
2035							23,841,153	
2036							23,790,298	
2037							23,723,681	
2038							23,560,553	
2039							23,601,983	
2040							23,430,370	
2041							23,154,091	
2042							10,812,289	
2043							10,824,950	
2044							5,882,250	

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

	FY 2012	FY 2013
(a) Operating Revenues (Identify)		
Water, Sewer & Reuse Charges ⁽¹⁾	99,545,277	99,747,171
Other Charges and Fees ⁽²⁾	11,830,964	12,041,774
(b) Interest Income ⁽³⁾	2,042,128	1,565,554
(c) Other Incomes or Revenues (Identify)		
Miscellaneous Revenues ⁽⁴⁾	190,934	810,934
Direct Subsidy Payments ⁽⁵⁾	1,188,752	1,135,183
Connection Charges ⁽⁶⁾	1,415,688	1,930,642
(d) Total Revenues	116,213,743	117,231,258
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items) ⁽⁷⁾	79,346,656	82,247,239
(f) Net Revenues (f = d - e)	36,867,087	34,984,019
(g) Debt Service (including coverage) Excluding SRF Loans ⁽⁸⁾	19,729,351	19,792,622
(h) Debt Service (including coverage) for Outstanding SRF Loans ⁽⁸⁾	2,234,544	2,510,887
(i) Net Revenues After Debt Service (i = f - g - h)	14,903,192	12,680,510

Source:

- (1) The detailed calculations of FY 2012 and FY 2013 debt service coverage as determined by the City's Department of Finance
- (2) The audited Statement of Revenues, Expenses and Change in Fund Net Position included in the City's Annual Comprehensive Annual Financial Report (CAFR) for the fiscal years ended September 30, 2012 and 2013
- (3) The annual debt service requirements for each outstanding issuance as presented in the City's Debt Supplement Report for the fiscal years ended September 30, 2012 and 2013

Notes:

- (1) Per the CAFR, represents the sum of the 1) Sales – Water and 2) Sales – Wastewater operating revenue line-items, less Connection Charges.
- (2) Per the CAFR, represents the sum of the 1) Service Charges and Fees and 2) Rentals and Parking operating revenue line-items.
- (3) Per the CAFR, represents the sum of the 1) Earnings on Investments and 2) Other Interest Revenue non-operating revenue line-items, less adjusted non-operating revenues from Fund 4005 Water Cost Stabilization (as provided by the City's Department of Finance).
- (4) Per the CAFR, represents the sum of the 1) Gain (Loss) on Disposition of Capital Assets, 2) Settlement Revenue (less any portion attributed to Fund 4005 Water Cost Stabilization, as provided by the City's Department of Finance), and 3) Miscellaneous Revenue non-operating revenue line-items. FY 2013 includes a one-time Settlement Revenue of \$2,201,791 (of which \$1,651,756 is attributable to Fund 4005).
- (5) Direct Subsidy Payments expected to be received from the United States Treasury Secretary with respect to the Series 2010A and 2010B Bonds are treated as Gross Revenues under the Bond Resolution and are therefore pledged as a source of security for the Bonds. Pursuant to the Sequestration Transparency Act of 2012 (P.L. 112-155) and as required by the Budget Control Act of 2011, the Internal Revenue Service's Office of Tax Exempt Bonds reduced any payments processed on or after March 1, 2013 and on or before September 30, 2013 by the sequestration rate of 8.7% of the amount budgeted for such payments.
- (6) Per the City's Department of Finance, represents the revenue from 1) Connection Charges and 2) Capital Recovery on Shared Facilities. Per the Bond Resolution, Gross Revenues shall mean including connection charges.
- (7) Per the CAFR, represents the sum of the 1) Personal Services and Benefits and 2) Supplies, Services and Claims operating expense line-items. Per the Bond Resolution, Cost of Operation and Maintenance shall mean to "not include "non-direct" administrative expenses allocated from the non-utility system departments (but shall include the cost of billings and collections)..."
- (8) Based upon Fiscal Year requirement and includes annual debt service coverage of 115%.

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**
(Begin with the fiscal year preceding first anticipated semiannual loan payment)

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
(a) Operating Revenues (Identify)					
Water, Sewer & Reuse Charges ⁽¹⁾	<u>104,944,545</u>	<u>110,702,140</u>	<u>116,776,402</u>	<u>121,145,730</u>	<u>125,678,907</u>
Other Charges and Fees ⁽²⁾	<u>12,419,607</u>	<u>12,785,295</u>	<u>13,161,954</u>	<u>13,549,913</u>	<u>13,949,510</u>
(b) Interest Income ⁽³⁾	<u>426,269</u>	<u>591,759</u>	<u>823,965</u>	<u>1,157,962</u>	<u>1,569,351</u>
(c) Other Incomes or Revenues (Identify)					
Miscellaneous Revenues ⁽²⁾	<u>168,417</u>	<u>169,360</u>	<u>170,330</u>	<u>171,330</u>	<u>172,360</u>
Direct Subsidy Payment ⁽⁴⁾	<u>1,100,125</u>	<u>1,097,328</u>	<u>1,093,944</u>	<u>1,090,011</u>	<u>1,085,464</u>
Connection Charges ⁽⁵⁾	<u>675,000</u>	<u>691,400</u>	<u>708,456</u>	<u>726,194</u>	<u>744,642</u>
(d) Total Revenues	<u>119,733,963</u>	<u>126,037,282</u>	<u>132,735,051</u>	<u>137,841,140</u>	<u>143,200,234</u>
(e) Operating Expenses ⁽⁶⁾	<u>80,343,524</u>	<u>80,413,277</u>	<u>82,829,207</u>	<u>80,393,301</u>	<u>82,319,838</u>
(f) Net Revenues (f = d - e)	<u>39,390,439</u>	<u>45,624,005</u>	<u>49,905,844</u>	<u>57,447,839</u>	<u>60,880,396</u>
(g) Existing Debt Service on Non-SRF Projects (including coverage) ⁽⁷⁾	<u>22,076,004</u>	<u>23,604,099</u>	<u>23,616,987</u>	<u>23,602,001</u>	<u>23,589,063</u>
(h) Existing SRF Loan Debt Service (incl. coverage) ⁽⁷⁾	<u>2,723,159</u>	<u>2,659,089</u>	<u>2,659,089</u>	<u>2,659,089</u>	<u>2,659,089</u>
(i) Total Existing Debt Service (i = g + h)	<u>24,799,163</u>	<u>26,263,188</u>	<u>26,276,076</u>	<u>26,261,090</u>	<u>26,248,152</u>
(j) Projected Debt Service on Non-SRF Future Projects (including coverage) ⁽⁸⁾	<u>_____</u>	<u>878,600</u>	<u>2,313,369</u>	<u>4,192,756</u>	<u>6,006,004</u>
(k) Projected SRF Loan Debt Service (incl. coverage) ⁽⁹⁾	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>3,210,486</u>
(l) Total Debt Service (Existing and Projected) (l = i + j + k)	<u>24,799,163</u>	<u>27,141,788</u>	<u>28,589,445</u>	<u>30,453,846</u>	<u>35,464,642</u>
(m) Net Revenues After Debt Service (m = f - l)	<u>14,591,276</u>	<u>18,482,217</u>	<u>21,316,399</u>	<u>26,993,993</u>	<u>25,415,754</u>

Source:

The financial management plan as presented in the City of St. Petersburg FY 2014 Utility Rate Study Final Report, dated September 3, 2013, and adjusted to reflect FY 2013 actual results, the City's current 5-year Capital Improvement Program (CIP) Plan (including projected borrowing requirements and parameters), annual debt service requirements on a fiscal year basis, and estimated annual Stormwater revenues and expenses.

Notes:

- (1) Consistent with the FY 2014 Utility Rate Study, projected annual rate revenues reflect adjustments of 3.75% in FY 2014, 5.50% in FY 2015 and FY 2016, and 3.75% in FY 2017 and FY 2018.
- (2) Consistent with the FY 2014 Utility Rate Study, projected annual revenues are based upon the FY 2014 Budget. Projected Stormwater revenue are based upon FY 2013 actual results (as reported in the CAFR), plus annual growth of 3.00%.
- (3) Does not include any portion attributed to Fund 4005 Water Cost Stabilization or the interest component of the Tampa Bay Water Credit (as this portion is already reflected in the City's annual purchased water expense).
- (4) Direct Subsidy Payments expected to be received from the United States Treasury Secretary with respect to the Series 2010A and 2010B Bonds are treated as Gross Revenues under the Bond Resolution and are therefore pledged as a source of security for the Bonds. Pursuant to the Sequestration Transparency Act of 2012 (P.L. 112-155) and as required by the Budget Control Act of 2011, the Internal Revenue Service's Office of Tax Exempt Bonds has announced the reduction of any payments processed on or after October 1, 2013 and on or before September 30, 2014 by the sequestration rate of 7.2% of the amount budgeted for such payments. While future sequestration reductions are not yet known, for this purpose it is assumed the FY 2014 sequestration rate of 7.2% is to continue through the remainder of the forecast period.
- (5) Per the Bond Resolution, Gross Revenues shall mean including connection charges. Projected annual connection charges are per the City's current 5-year CIP Plan, as of February 14, 2014. Capital Recovery from Shared Facilities revenue is not included as it is already reflected within the projected annual Wastewater operating revenue.
- (6) Consistent with the FY 2014 Utility Rate Study, projected Operating Expenses are based upon the FY 2014 Budget and adjusted each year thereafter by projected annual cost escalation factors and incremental future cost savings resulting from the diversion of flow from Albert Whitted Reclamation Facility to Southwest Water Reclamation Facility and Biosolids to Energy project. Projected Stormwater Operating Expenses are based upon the FY 2013 actual results (as reported in the CAFR), plus annual cost escalation of 3.00%.
- (7) Based upon Fiscal Year requirement and includes annual debt service coverage of 115%.
- (8) Reflects projected future bond funding of \$32,050,000 in FY 2015 (for project proceeds of \$31,702,985), \$20,285,000 in FY 2016 (for project proceeds of \$19,769,000), \$31,700,000 in FY 2017 (for project proceeds of \$30,731,000), and \$16,490,000 in FY 2018 (for project proceeds of \$15,786,000). The parameters of each projected financing, including the term, interest rate, and structure, are per preliminary debt service amortization schedules prepared on April 17, 2014 by PFM, Inc., the City's Financial Advisor. Includes annual debt service coverage of 115%.
- (9) Reflects projected annual debt service associated with SRF Loan being requested, plus annual debt service coverage of 115%.

CERTIFICATION

I, Anne A. Fritz, certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this information accurately reflects the financial capability of City of St. Petersburg Water Resources Dept
Project Sponsor

I further certify that City of St. Petersburg Water Resources Dept has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.


Signature

5/16/2014
Date

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his Designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program for water reclamation facility improvements identified in the "2014 Supplement to the 201 Facilities Plan Update" dated April 2014 and to execute the requested loan agreement documents for an amount not to exceed \$50 million as provided for by the SRF, for projects estimated to cost of \$45.05 million and subject to the approval of the City Attorney and Director of Finance.

EXPLANATION: The State of Florida, through the SRF program provides low interest loans to eligible municipalities to fund the construction of wastewater collection, treatment and effluent disposal facilities. Following the adoption of the "2014 Supplement to the 201 Facilities Plan Update", the City is eligible to apply for loans to fund identified projects, as follows.

- Southwest Water Reclamation Facility (WRF) Primary Clarifiers
- Southwest WRF Digester
- Southwest WRF Gravity Belt Thickeners
- Southwest WRF Dewatering Facilities

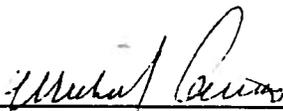
It is estimated that these projects will be designed over the next several months and be ready for construction in the fall of 2015. The repayment of the loan shall be made from revenues obtained from user fees for water, wastewater and reclaimed water and interest earnings on those revenues. These pledged revenues shall be subordinated to all existing and future debt issued pledging those revenues. However, those funds in the Rate Stabilization Fund derived from the sale of assets to Tampa Bay water shall not be part of the pledge of revenues for the repayment of the loans from the SRF.

The agreement documents will be prepared once the projects are ready for construction. This Council action authorizes the Mayor or his designee to submit a loan application for projects identified in the "2014 Supplement to the 201 Facilities Plan Update" to the State Revolving Fund program and to sign and certify all documents necessary to execute the loan agreement and to assure compliance with the State Revolving Loan requirements.

COST/FUNDING/ASSESSMENT INFORMATION: The project cost is estimated at \$45.05 million with an annual debt service of \$2,791,727 (20 years at 1.75% interest plus a 2% issuance cost). These amounts are subject to change based on actual construction bids received and the interest rate and credits at the time a loan agreement is executed.

ATTACHMENTS:

APPROVALS:



Administrative



Finance

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR A LOAN FROM THE STATE OF FLORIDA, STATE REVOLVING FUND (SRF) FOR PROJECTS LISTED IN THE "2014 SUPPLEMENT TO THE 201 FACILITIES PLAN UPDATE", DATED APRIL 2014; IDENTIFYING PLEDGED REVENUES FOR REPAYMENT OF THE LOAN; SUBORDINATING THIS LOAN TO ALL EXISTING AND FUTURE DEBT ISSUED AGAINST IDENTIFIED PLEDGED REVENUES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE REQUESTED LOAN AGREEMENT FOR AN AMOUNT NOT TO EXCEED FIFTY MILLION DOLLARS, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY AND DIRECTOR OF FINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg is concurrently adopting a 201 Facilities Planning Document entitled "2014 Supplement to the 201 Facilities Plan Update" dated April 2014; and

WHEREAS, the City Council of St. Petersburg has determined it to be in the best interest of the City to apply for a loan from the State of Florida, State Revolving Fund (SRF) in order to finance wastewater system projects as set forth in the "2014 Supplement to the 201 Facilities Plan Update" dated April 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that:

Section 1. The Mayor or his designee is hereby authorized to submit a loan application to the SRF Program for wastewater system projects as identified in the "2014 Supplement to the 201 Facilities Plan Update" dated April 2014.

Section 2. The repayment of the loan shall be made from revenues obtained from user fees for water, wastewater and reclaimed water and the interest earnings on those revenues. These pledged revenues shall be subordinated to all existing and future debt issued pledging those revenues.

Section 3. Notwithstanding anything to the contrary in this resolution, those funds in the Rate Stabilization Fund derived from the sale of assets to Tampa Bay Water shall not be part of the pledge of revenues for the repayment of the loans from the SRF.

Section 4. The Mayor or his designee is hereby authorized to sign and certify all documents necessary to execute the loan agreement for funding of projects set forth in the "2014 Supplement to the 201 Facilities Plan Update" dated April 2014, for an amount not to exceed Fifty Million Dollars (\$50,000,000) subject to the approval of the City Attorney and Director of Finance, consistent with the terms of this resolution and to assure compliance with the SRF requirements. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 5. The City Administrator is hereby designated as the Authorized Representative to provide the assurances and commitments required by the loan application.

This Resolution shall take effect immediately upon adoption.

Approved as to form and content:



City Attorney (Designee)



SAINT PETERSBURG CITY COUNCIL

Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of 7th Avenue South between 3rd Street South and 4th Street South; vacation of a 20' wide utility easement running north-south on the south side of 7th Avenue South between 3rd and 4th Street South and a 30' wide utility easement running north-south on the north side of 7th Avenue South between 3rd Street South and 4th Street South (City File No.: 13-3300014)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the attached ordinance.

Background: The applicant is the University of South Florida St. Petersburg. The right-of-way and easements proposed for vacation are depicted on the attached maps (Attachments "A" and "B"). The applicant's goal is to assemble the vacated areas, together with the abutting property for development of a new building for the University campus.

Discussion: As set forth in the attached staff report to the Development Review Commission (DRC), staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code, the City's Comprehensive Plan and the Bayboro Harbor Community Redevelopment Plan, subject to the suggested special conditions in the proposed ordinance.

Agency Review: The application was routed to City departments and non-City utility providers. No objections were noted, provided easements were dedicated for existing utilities or the applicant bears the cost of any required modifications.

DRC Action & Public Comments: On March 5, 2014, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted to recommend approval of the proposed vacations.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the street and easement vacations, subject to the conditions in the proposed ordinance.

1. Prior to the City Clerk recording the vacation ordinance, the applicant shall obtain City Council approval of a final replat for the areas to be vacated together with the abutting private property which will compose the proposed redevelopment site.
2. The applicant shall coordinate the necessary replacement easements, including any proposed air rights encroachments, on the replat with the Engineering Department and any applicable non-City utility providers.
3. All existing brick and granite curbing which exists within the right-of-way being vacated shall remain the property of the City of St. Petersburg. Prior to redevelopment of the site, the applicant shall be responsible for returning these materials to the City in the manner required by the Engineering Director. The applicant shall be responsible for all associated permits, work and inspections.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF 7TH AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; VACATION OF A 20' WIDE UTILITY EASEMENT RUNNING NORTH-SOUTH ON THE SOUTH SIDE OF 7TH AVENUE SOUTH BETWEEN 3RD AND 4TH STREET SOUTH AND A 30' WIDE UTILITY EASEMENT RUNNING NORTH-SOUTH ON THE NORTH SIDE OF 7TH AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; 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 and easements are hereby vacated as recommended by the Administration and the Development Review Commission:

See Exhibits "A", "B" and "C"

SECTION 2. The above-mentioned right-of-way and easements are not needed.

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

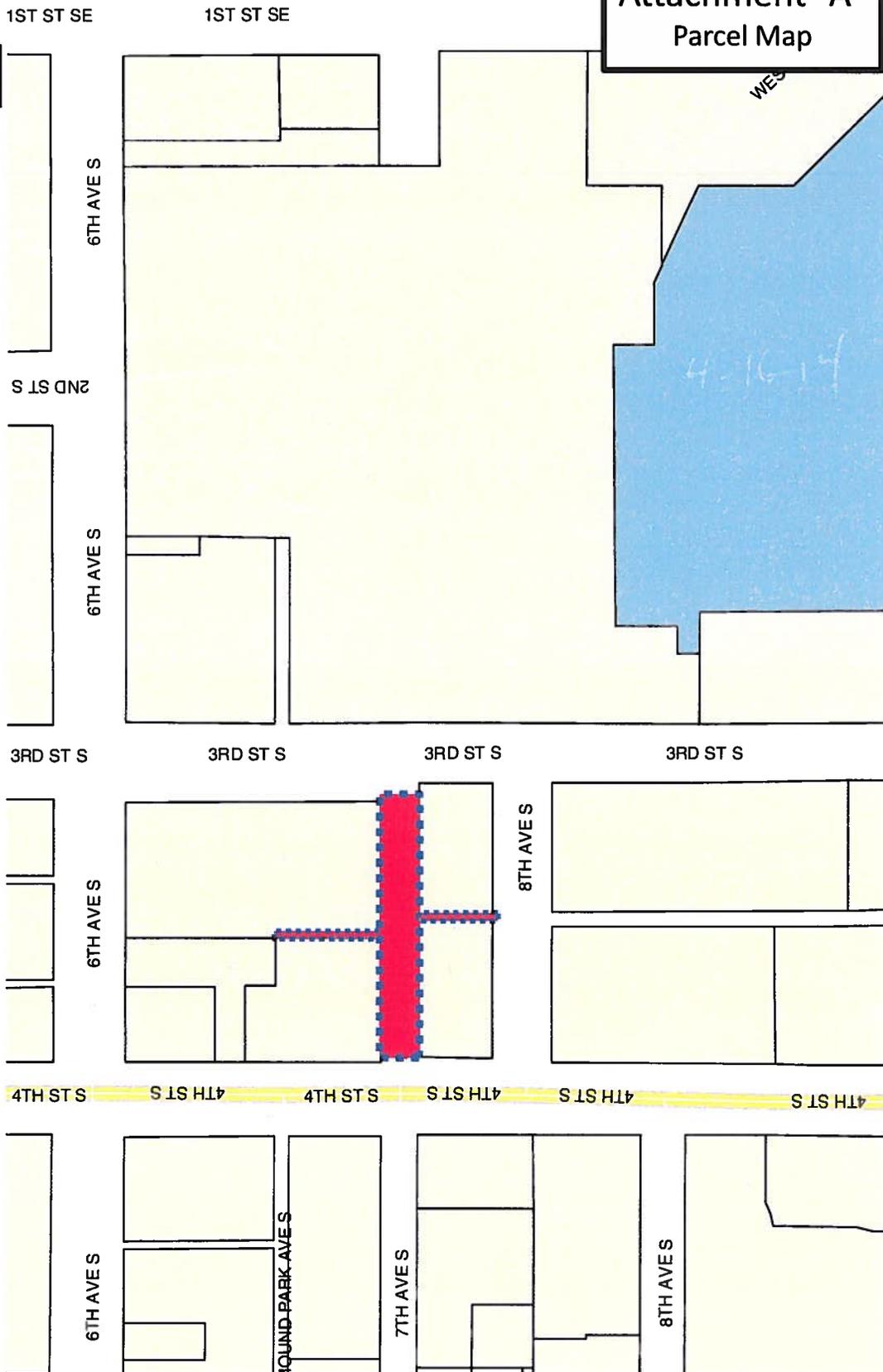
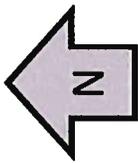
1. Prior to the City Clerk recording the vacation ordinance, the applicant shall obtain City Council approval of a final replat for the areas to be vacated together with the abutting private property which will compose the proposed redevelopment site.
2. The applicant shall coordinate the necessary replacement easements, including any proposed air rights encroachments, on the replat with the Engineering Department and any applicable non-City utility providers.
3. All existing brick and granite curbing which exists within the right-of-way being vacated shall remain the property of the City of St. Petersburg. Prior to redevelopment of the site, the applicant shall be responsible for returning these materials to the City in the manner required by the Engineering Director. The applicant shall be responsible for all associated permits, work and inspections.

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.

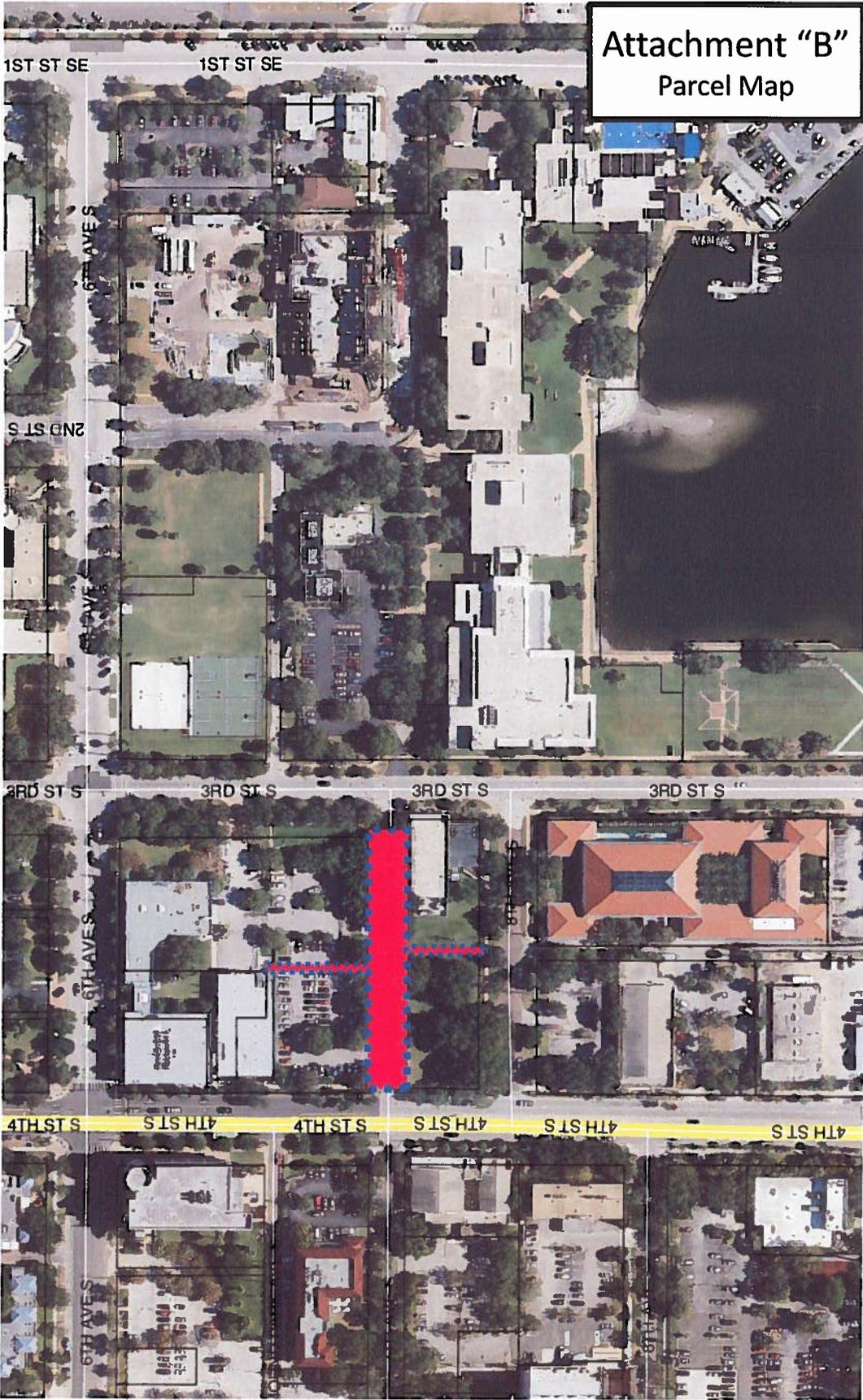
APPROVED AS TO FORM AND SUBSTANCE:

	<u>4-16-14</u>
Planning & Economic Development Dept.	Date
	<u>4/17/14</u>
City Attorney (Designee)	Date

Attachment "A"
Parcel Map



Attachment "B"
Parcel Map





st.petersburg
www.stpete.org

**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Economic Development 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 & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **March 5, 2014 at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 13-33000014 **PLAT SHEET:** E-3

REQUEST: Approval of a vacation of 7th Avenue South between 3rd Street South and 4th Street South; vacation of a 20' wide utility easement running north-south on the south side of 7th Avenue South between 3rd and 4th Street South and a 30' wide utility easement running north-south on the north side of 7th Avenue South between 3rd Street South and 4th Street South.

APPLICANT: University of South Florida
140 7th Avenue South, TER100
Saint Petersburg, Florida 33701

AGENT: The Ash Group, Inc.
5802 Benjamin Center Drive
Suite 101
Tampa, Florida 33634

ADDRESS: 600 4th Street South
PARCEL ID NO.: 19/31/17/93339/001/0020

LEGAL DESCRIPTION: On File
ZONING: IC

Request

The request is to vacate a 350-foot long segment of 7th Avenue South between 3rd and 4th Streets South, as well as two utility easements. The right-of-way and easements proposed for vacation are depicted on the attached maps (Attachments "A" and "B"). The applicant's goal is

to assemble the vacated areas together with the abutting private property for development of a new building for the campus of USF St. Petersburg.

Analysis

Staff finds that the request is consistent with the City's Land Development Regulations (LDR's), the City's Comprehensive Plan and the Bayboro Harbor Redevelopment 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.

Any necessary easements and/or relocation of existing infrastructure can be handled through the associated replatting process, which has been added as a special condition of this approval.

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 area proposed for vacation will not impair or deny public access or utility access to any lot of record outside the boundaries of the campus.

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.

Approval of the requested vacation will not substantially impact public travel patterns. The public street proposed for vacation is primarily utilized by vehicles associated with the University. The Campus Master Plan approved by the City Council includes a number of accessibility improvements for vehicles, bicycles and pedestrians. A number of these improvements have been constructed throughout other areas of the campus where similar street and easement vacations have been approved.

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.

The existing right-of-way and easements were necessary to serve multiple lots within multiple blocks prior to the more recent land assembly by the University. Consolidation of these previously fragmented parcels into the rest of the abutting campus eliminates the need for which these encumbrances were originally granted. Any necessary replacement easements can be dedicated through the replatting process, which is a special condition of approval.

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

Approval of the requested vacation will facilitate implementation of the approved Campus Master Plan, which is consistent with the vision for the Bayboro Harbor Redevelopment Area. The Bayboro Harbor Community Redevelopment Plan references vacation of right-of-way to accommodate campus expansion.

Comments from Agencies and the Public

The proposed vacation was routed to various City departments and franchised utilities. No objections were noted, provided easements are provided for existing utilities or the applicant bears the cost of relocation or abandonment. No public comments have been received as of the date of this report.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed street and easement vacations. 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 replat the vacated alley, alley easement and the abutting property.**
2. **The replat shall dedicate utility and drainage easements, as necessary, to protect any existing infrastructure and/or franchised utilities.**
3. **The applicant shall be responsible for coordinating any necessary abandonment of existing infrastructure and/or franchised utilities, as well as the costs for all associated permits, work and inspections.**
4. **The applicant shall comply with all requirements of the Engineering Department memorandum dated February 13, 2014 (copy attached).**

REPORT PREPARED BY:



PHILIP T. LAZZARA, AICP, Zoning Official (POD)
Development Review Services Division
Planning & Economic Development Department



DATE

A PORTION OF LAND LYING IN SECTION 30, TOWNSHIP 31 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, U.S.F SECOND REPLAT, AS RECORDED IN PLAT BOOK 127, PAGES 65-66 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF 7TH AVENUE SOUTH, RUN NORTH 89°26'04" EAST, A DISTANCE OF 350.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, RUN SOUTH 00°00'13" WEST, A DISTANCE OF 50.00 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY OF SAID 7TH AVENUE SOUTH; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH 89°26'04" WEST, A DISTANCE OF 350.00 FEET TO THE NORTHWEST CORNER OF U.S.F. REPLAT NO. 2, AS RECORDED IN PLAT BOOK 121, PAGE 88 OF THE PUBLIC RECORDS OF PINELLAS COUNTY; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, RUN NORTH 00°00'13" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,500.0 SQUARE FEET, MORE OR LESS.

BEARINGS FOR THIS LEGAL DESCRIPTION ARE ROTATED TO THE NORTHERLY RIGHT OF WAY LINE OF 7TH AVENUE SOUTH, ALSO BEING THE SOUTHERLY BOUNDARY LINE OF U.S.F SECOND REPLAT, AS RECORDED IN PLAT BOOK 127, PAGES 65-66 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID RECORD BEING NORTH 89°26'04" EAST.

LEGAL DESCRIPTION

A portion of a 30 foot Utility Easement as shown on the plat of U.S.F. SECOND REPLAT, as recorded in Plat Book 127, Pages 65 and 66, Public Records of Pinellas County, Florida, more particularly described as follows:

From the Southeast corner of Lot 2, Block 1, U.S.F. SECOND REPLAT, as recorded in Plat Book 127, Pages 65 and 66, Public Records of Pinellas County, Florida, as a Point of Reference; thence N.00°36'15"W. along the East line of said Lot 2, Block 1, said line also being the West right-of-way line of 3rd Street South, 118.00 feet to the Southeast corner of a 30 foot Utility Easement as shown on the plat of said U.S.F. SECOND REPLAT; thence S.89°26'04"W. along the South line of said 30 foot Utility easement, 160.00 feet to the POINT OF BEGINNING; thence continue S.89°26'04"W., 30.00 feet to a point of intersection with the West line of said 30 foot Utility Easement; thence S.00°36'15"E. along the West line of said 30 foot Utility Easement, 118.00 feet to a point of intersection with the South line of said Lot 2, Block 1, and the North right-of-way line of 7th Avenue South; thence N.89°26'04"E. along the South line of said Lot 2, Block 1 and said North right-of-way line, 30.00 feet; thence N.00°36'15"W. along the East line of said 30 foot Utility Easement, 118.00 feet to the POINT OF BEGINNING.

Containing 3,540 square feet, or 0.081 acres, more or less.

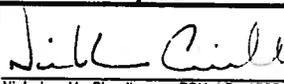
St. Petersburg, Florida

NOTES

1. Basis of Bearings: N.00°36'15"W. along the West line of Lot 2, Block 1, U.S.F. SECOND REPLAT, as recorded in Plat Book 127, Pages 65 and 66, Public Records of Pinellas County, Florida.
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

LB	Licensed Business	P.B.	Plat Book
LS	Land Surveyor	PSM	Professional Surveyor and Mapper
		R/W	Right of Way

PREPARED FOR: USF - ST. PETERSBURG		LEGAL DESCRIPTION			BY	DATE	DESCRIPTION	
		SECTION 19	TOWNSHIP 31 S.	RANGE 17 E.	REVISED			
CREW CHIEF	INITIALS	DATE	 George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LBD21 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA		JOB NO. 12012500SC			
DRAWN	WDK	11/11/13					SHEET NO. 1 OF 2	
CHECKED	NMC	11/12/13					Nicholas M. Circello PSM LS 4898 November 12, 2013	
FIELD BOOK								
SCALE	1" = 40'							

FILE: I:\PROJECT\SUR\12012500SC\DWG\12012500SC005K2.DWG LOGIN: JLSMITH PLOTTED: 11/12/13 09:19:18

LEGAL DESCRIPTION

A 20 foot Utility Easement as shown on the plat of U.S.F. REPLAT NO. 2, as recorded in Plat Book 121, Page 88, Public Records of Pinellas County, Florida, more particularly described as follows:

From the Northeast corner of Lot 1, U.S.F. REPLAT NO. 2, as recorded in Plat Book 121, Page 88, Public Records of Pinellas County, Florida, as a Point of Reference; thence WEST along the North line of said Lot 1, said line also being the South right-of-way line of 7th Avenue South, 172.50 feet to the Northeast corner of a 20 foot Utility Easement as shown on said plat of U.S.F. REPLAT NO. 2, as the POINT OF BEGINNING; thence continue WEST along the North line of said Lot 1 and said South right-of-way line, 20.00 feet to the Northwest corner of said 20 foot Utility Easement; thence SOUTH along the West line of said 20 foot Utility Easement, 100.00 feet to the Southwest corner of said 20 foot Utility Easement, said point also being a point of intersection with the South line of said Lot 1, and the North right-of-way line of 8th Avenue South; thence EAST along the South line of said Lot 1 and said North right-of-way line, 20.00 feet to the Southeast corner of said 20 foot Utility Easement; thence NORTH along the East line of said 20 foot Utility Easement, 100.00 feet to the POINT OF BEGINNING.

Containing 2,000 square feet, or 0.046 acres, more or less.

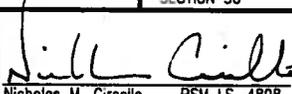
St. Petersburg, Florida

NOTES

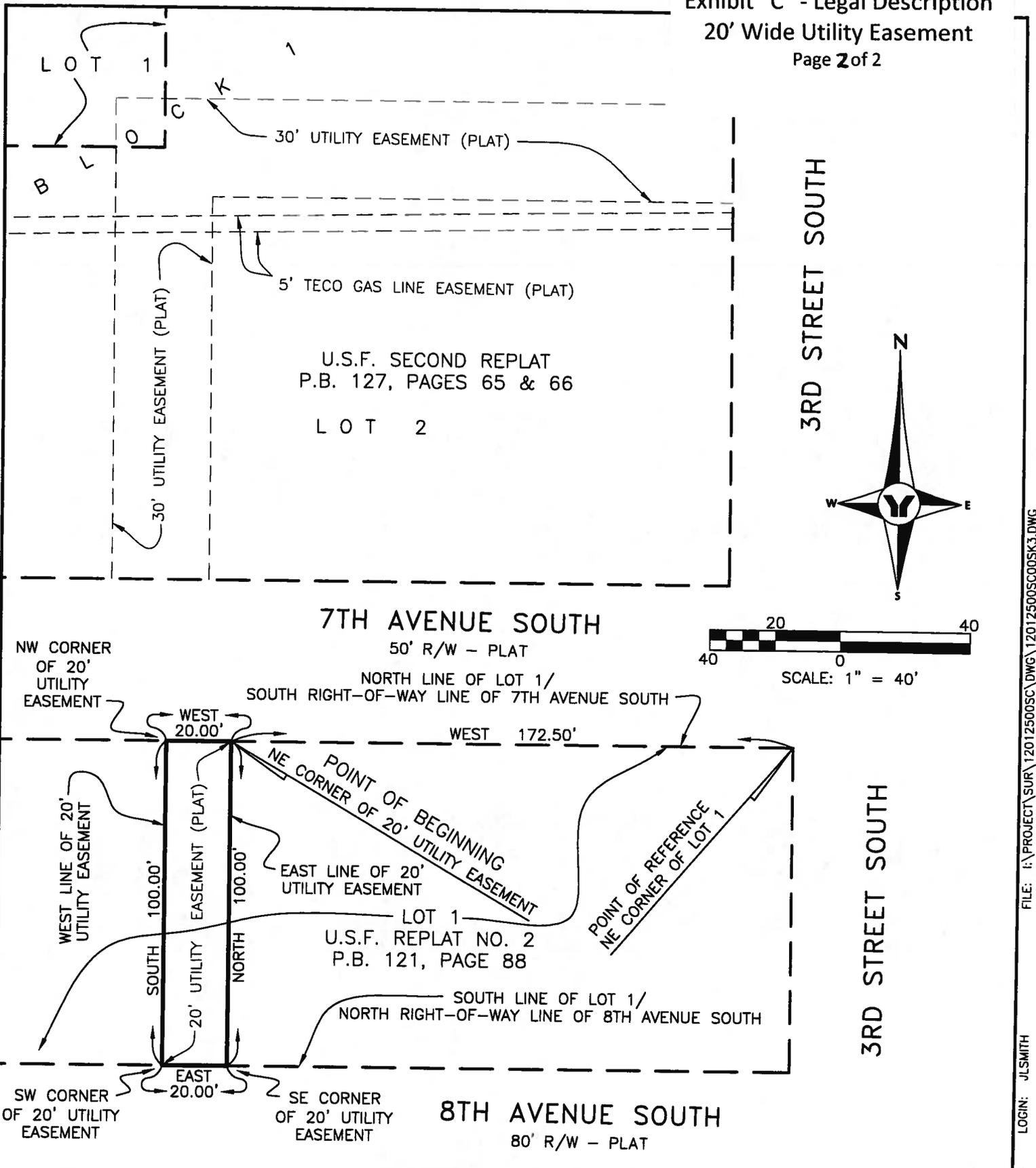
1. Basis of Bearings: WEST. along the North line of Lot 1, U.S.F. REPLAT NO. 2, as recorded in Plat Book 121, Page 88, Public Records of Pinellas County, Florida.
2. The plat of U.S.F. REPLAT NO. 2 does not indicate the East-West location of the 20 foot Utility Easement within said plat; dimensions shown hereon were computed from the previous record plat (W. J. OVERMAN'S REARRANGEMENT OF J. P. TITCOMB'S PLAN OF BAYBORO, as recorded in Plat Book 1, Page 19, Public Records of Pinellas County, Florida).
3. NOT A BOUNDARY SURVEY.
4. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
5. This sketch is made without the benefit of a title report or commitment for title insurance.
6. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
7. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

LB	Licensed Business	P.B.	Plat Book
LS	Land Surveyor	PSM	Professional Surveyor and Mapper
		R/W	Right of Way

PREPARED FOR: USF - ST. PETERSBURG		LEGAL DESCRIPTION				BY	DATE	DESCRIPTION		
		SECTION 30	TOWNSHIP 31 S.	RANGE 17 E.	REVISED					
CREW CHIEF	INITIALS	DATE	 Nicholas M. Circello PSM LS 489B November 12, 2013			 George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LB021 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA			JOB NO. 12012500SC	
DRAWN	WDK	11/11/13							SHEET NO. 1 OF 2	
CHECKED	NMC	11/12/13								
FIELD BOOK										
SCALE	1" = 40'	DATE								

FILE: I:\PROJECT\SUR\12012500SC\DWG\12012500SC005K3.DWG
 LOGIN: JLSMITH
 PLOTTED: 11/12/13 09:12:10



PREPARED FOR:
USF - ST. PETERSBURG

LEGAL DESCRIPTION
SECTION 30 TOWNSHIP 31 S. RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

CREW CHIEF	INITIALS	DATE
DRAWN	WDK	11/11/13
CHECKED	NMC	11/12/13
FIELD BOOK		
SCALE	1" = 40'	

SEE SHEET 1 OF 2 FOR SIGNATURE AND SEAL



George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
PHONE (727) 822-4317 FAX (727) 822-2919
LICENSED BUSINESS LB021
ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA

JOB NO.
12012500SC
SHEET NO.
2 OF 2

FILE: I:\PROJECT\SUR\12012500SC\DWG\12012500SC00SK3.DWG LOGIN: JLSMITH PLOTTED: 11/12/13 09:41:34

Ordinance No. _____

AN ORDINANCE PROVIDING FOR THE SALE
AND CONSUMPTION OF ALCOHOLIC
BEVERAGES IN LAKE MAGGIORE PARK ON
OCTOBER 4, 2014 AND ELVA ROUSE PARK
ON MARCH 7, 2015; AND PROVIDING AN
EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Notwithstanding any other Ordinance of the City of St. Petersburg, the sale and consumption of alcoholic beverages shall be permissible on October 4, 2014 in Lake Maggiore Park and March 7, 2015 in Elva Rouse Park.

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

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

SECTION 4. Section 21-31(e)(11) of the St. Petersburg City Code shall not apply to permits issued pursuant to Section 21-31 of the St. Petersburg City Code for events entitled Beat Cancer with a Paddle to be held on October 4, 2014 in Lake Maggiore Park and 1st Annual Bocce Tournament to be held March 7, 2015 in Elva Rouse Park; and

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

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

Approved as to form and content:

City Attorney (designee)

ST. PETERSBURG CITY COUNCIL

Meeting of June 19, 2014

TO: The Honorable William H. Dudley, Chair, and Members of City Council

SUBJECT: City File LDR 2013-05: A city-initiated application pertaining to the regulation of mobile food trucks.

REQUEST: City-initiated text amendment to formally recognize, classify and regulate mobile food trucks within the City Code. (*City Code of Ordinances, Chapter 16, Land Development Regulations ("LDRs"), Section 16.50.440 titled "Vending, Mobile Food Trucks"*)

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Development Review Commission (DRC): The Commission conducted a public hearing on May 7, 2014 to consider the request. The Commission voted 7-0 finding that the request is consistent with the City's Comprehensive Plan.

Recommended City Council Action:

- 1) CONDUCT the second reading and (adoption) public hearing;
- 2) APPROVE the ordinances.

Attachments: Ordinance, DRC Staff Report

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY CODE TO REPEAL THE CURRENT SECTION 16.50.440.; ADOPTING A NEW SECTION 16.50.440. TO REGULATE MOBILE FOOD TRUCKS; AMENDING 16.70. TO CREATE NEW REGULATIONS FOR MOBILE FOOD ESTABLISHMENT PERMITS AND FOOD TRUCK RALLY PERMIT; LIMITING HOURS AND LOCATIONS OF OPERATION OF MOBILE FOOD TRUCKS; PROVIDING FOR SUSPENSIONS AND APPEALS; ESTABLISHING FEES IN CHAPTER 12 AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

SECTION ONE. The St. Petersburg City Code is hereby amended by repealing the current Section 16.50.440. and adopting a new Section 16.50.440. titled "Vending, Mobile Food Trucks" to read as follows:

Section 16.50.440. – Vending, Mobile Food Trucks

Sections:

- 16.50.440.1. Purpose
- 16.50.440.2. Applicability
- 16.50.440.3. Standards and Criteria
- 16.50.440.4. Class I - Mobile Kitchens
- 16.50.440.5. Class II - Canteen Trucks
- 16.50.440.6. Class III - Ice Cream Trucks

16.50.440.1. PURPOSE

Mobile food vending units have existed in various forms over several centuries, distinguished as much by their physical characteristics as their operational requirements. The purpose of this section is to: 1) recognize this specialized market segment; 2) classify the types of permitted mobile food trucks; and 3) establish appropriate standards allowing for the typical range of activities while mitigating any associated, undesirable impacts.

16.50.440.2. APPLICABILITY

16.50.440.2.1. Definitions

City issued permit in this section is limited to mean a permit issued by the city for special events, city co-sponsored events or an approved food truck rally.

Mobile food truck means a vehicle which is used to vend food and beverage products and is classified as one of the following:

Class I - Mobile Kitchens. In addition to the vending of products allowed for Class II and Class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle's location by social media or other forms of advertising.

Class II - Canteen Trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location and do not advertise for customers, except as may be allowed by a city issued permit (as defined herein).

Class III - Ice Cream Trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages.

Mobile service base means a place for food storage, the cleaning of the equipment, the filling of water tanks and proper disposal of waste water and grease and does not include the use of a private home as a mobile service base.

Vehicle means a motorized vehicle, including a trailer or other portable unit, which is attached to a motorized vehicle that is intended for use in vending.

Vend means to sell or offer to sell products from a mobile food truck.

16.50.440.2.2. Generally

- A. This section shall not apply to pushcart vending, roadside vending markets, or vending on city park property which is subject to other regulations.
- B. It is a violation to vend any product from a mobile food truck at any location except in compliance with the requirements of this section.
- C. This section excludes a contractual or other private arrangement between a mobile food truck and an individual or group that wishes to have food catered to a specific location and which is not open to the public.

16.50.440.3. STANDARDS AND CRITERIA

16.50.440.3.1 Permit Requirements

Food Truck Rally Permit. Food truck rallies/festivals are gatherings of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Rally Permit. Applications for a Food Truck Rally Permit shall be made to the POD in accordance with the applications and procedures section. The POD shall impose reasonable conditions to ensure that any impacts are mitigated to a reasonable degree.

16.50.440.3.2. Generally

- A. ***Business Tax Receipt Requirements.*** A mobile food truck shall comply with all state and local business tax regulation.
- B. ***Vehicle Requirements.*** A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.
- C. ***Insurance Requirements.***
1. ***Operating in rights-of-way.*** The permittee, owner or operator shall at all times maintain any insurance which the POD (currently the Risk Management Department) determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the POD which shall be reasonably based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Petersburg shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the POD. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the POD is obtained and a new certificate of insurance is provided to the POD.
 2. ***Operating in all other locations, not in rights-of-way.*** A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.
 3. ***City issued permit (as defined herein).*** In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).
- D. ***Open Flame Cooking.*** Open flame cooking is prohibited; except that such activity may take place if permitted by the fire department.
- E. ***Noise Limitations.*** Amplified music or other sounds from any mobile food truck shall comply with the noise requirements in Chapter 11.
- F. ***Waste Collection.*** The operator shall provide a waste receptacle for public use. The area shall be kept neat and orderly at all times and garbage or trash shall be removed prior to departure of the mobile food truck each day.
- G. ***Signage.*** All signage must comply with the sign section, except that A-frame signs are not allowed.
- H. ***Alcohol sales.*** Mobile food trucks shall not sell alcoholic beverages, except as may be specifically allowed by a city issued permit (as defined herein).
- I. ***Special Events.*** Mobile food trucks may participate in special events, subject to the

requirements and conditions of the applicable permit.

16.50.440.4. CLASS I - MOBILE KITCHENS

16.50.440.4.1. Permit Requirements.

A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.4.2. Generally.

- A. *Restroom Facility.* Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the POD, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- B. *Disposal.* Class I mobile food trucks shall have a current written agreement, with a state licensed facility, for the proper disposal of grease, available upon request by the POD.

16.50.440.4.3. Locations.

- A. *Rights-of-way.* The vending of products from a Class I mobile food truck on rights-of-way shall be subject to the following conditions:
 - 1. *Locations.*
 - a. *Downtown Center Zoning Districts.* For property zoned Downtown Center, the vending of products from a Class I mobile food truck on rights-of-way is prohibited except as allowed by a city issued permit (as defined herein).
 - b. *Other Areas, Not Including Downtown Center Zoning Districts.* The vending of products from a Class I mobile food truck on rights-of-way is allowed subject to the conditions of this section.
 - 2. *Parking.* At locations where Class I mobile food trucks are allowed to operate, a Class I mobile food truck may stop, stand or park in any area of the right-of-way not provided for vehicular travel (e.g. parking areas) subject to the conditions of this section.
- B. *Private property.* The vending of products from a Class I mobile food truck on private property within all zoning districts allowing retail uses or restaurants and bars shall be allowed subject to the following conditions:
 - 1. *Vacant Properties.* Operation of a Class I mobile food truck is prohibited on vacant and undeveloped property, except:
 - a. When allowed by a city issued permit (as defined herein); or
 - b. When located in a CCT-2 district.

2. *District Prohibition.* Operation of a Class I mobile food truck shall be prohibited within the DC-C (Downtown Center – Core), DC-3 (Downtown Center – 3) and DC-P (Downtown Center - Park) zoning districts, except in conjunction with a city issued permit (as defined herein).
3. *Permission.* A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall be available upon request by the POD.
4. *Frequency.* Except as may be allowed as part of a city issued permit (as defined herein), mobile food trucks are permitted on each property, a maximum of no more than two (2) days per calendar week. Class I mobile food trucks may operate at different locations throughout the city subject to the conditions of this section.
5. *Maximum Number of Mobile Food Trucks.* No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a city issued permit (as defined herein).
6. *Existing Parking Spaces.* Mobile food trucks shall not require use of more than twenty-five percent (25 %) of existing parking spaces.
7. *Access.* A mobile food truck shall not be placed in any location that impedes the ingress or egress of other businesses or building entrances or emergency exits.

16.50.440.4.4. Hours of Operation.

- A. *Downtown Center Districts.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. in the Downtown Center Districts unless allowed by a city issued permit (as defined herein).
 1. *Extended hours.* At locations where mobile food trucks are allowed to operate, an owner of a valid Mobile Food Establishment Permit may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the Applications and Procedures section.
- B. *Other Areas, Not Including Downtown Center Districts.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m.

16.50.440.5. CLASS II - CANTEEN TRUCKS

16.50.440.5.1. Permit Requirements.

A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.5.2. Locations.

- A. *Rights-of-way.* The vending of products from a Class II mobile food truck on rights-of-way shall be subject to the following conditions:
1. *Locations.* The vending of products from a Class II mobile food truck on rights-of-way is prohibited except to provide catering to employees on-site at locations within the clearly delineated boundaries of the site. Boundaries shall be delineated through the use of fencing or other materials enclosing a construction site, where there is a currently valid construction permit, and for a limited period of time.
 2. *Parking.* At locations where Class II mobile food trucks are allowed to operate, a Class II mobile food truck may stop, stand or park in any area of the rights-of-way provided for vehicular travel subject to the conditions of this section.
- B. *Private property.* Operation of a Class II mobile food truck is prohibited on private property except to provide catering to employees on-site at locations within the clearly delineated boundaries of the site. Boundaries shall be delineated through the use of fencing or other materials enclosing a construction site, where there is a currently valid construction permit, and for a limited period of time.

16.50.440.5.3. Hours of Operation.

Class II mobile food trucks shall be allowed to operate after 6:00 a.m. and before 9:00 p.m. in all areas.

16.50.440.6. CLASS III - ICE CREAM TRUCKS

16.50.440.6.1. Permit Requirements.

- A. *Customer sales in rights-of-way.* Regardless of an operator's status as an independent contractor, self-employed, employer or employee of a business, any operator of a Class III mobile food truck shall have individually registered as a peddler pursuant to Chapter 17 and obtained a certificate or permit of such registration. This requirement shall apply notwithstanding the exceptions in that Section (currently in Sec. 17-159). Registration is required regardless of participation in an event governed by a city issued permit (as defined herein).
- B. *Customer sales in all other locations, not in rights-of-way.* A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.6.2. Locations.

- A. *Rights-of-way.* The vending of products from a Class III mobile food truck on rights-of-way shall be subject to the following conditions:
1. *Locations.*
 - a. *Downtown Center Districts.* The vending of products in rights-of-way shall be prohibited within the Downtown Center zoning districts, except as may be allowed by a city issued permit (as defined herein).

b. Other Areas, Not Including Downtown Center Districts. The vending of products on rights-of-way is allowed subject to the conditions of this section.

2. *Parking.* At locations where Class III mobile food trucks are allowed to operate, a Class III mobile food truck which is stopped, standing or parked in the right-of-way shall be responsible for complying with all parking regulations. No Class III mobile food truck shall stop, stand or park for more than 10 minutes, unless there are customers waiting in line to buy products.

B. *Private property.* The vending of products from a Class III mobile food truck on private property shall be allowed subject to the following conditions:

1. *Locations.* Vending from a Class III mobile food truck is a permitted accessory use on private property within all zoning districts allowing retail uses or restaurants and bars, except:

a. In the Downtown Center Districts;

b. On vacant or undeveloped property, except when located in a CCT-2 district or when allowed by a city issued permit (as defined herein).

2. *Permission.* The Class III mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall be available upon request by the representative of any regulating agency.

3. *Frequency.* Except as may be allowed as part of a city issued permit (as defined herein), mobile food trucks are permitted, on each property, a maximum of no more than two (2) days per calendar week. Class III mobile food trucks may operate at different locations throughout the city as allowed in this section.

4. *Maximum Number of Mobile Food Trucks.* No more than two (2) mobile food trucks shall operate on each property at any one (1) time, except as may be allowed by a city issued permit (as defined herein).

5. *Existing Parking Spaces.* Mobile food trucks shall not require use of more than twenty-five percent (25 %) of existing parking spaces.

6. *Access.* A mobile food truck shall not be placed in any location that impedes the ingress or egress of other businesses or building entrances or emergency exits.

16.50.440.6.3. Hours of Operation.

All Class III mobile food trucks shall be allowed to operate after 7:00 a.m. and before sunset in all areas except Downtown Center Districts where they are prohibited.

SECTION TWO. The St. Petersburg City Code is hereby amended by adding a new Section 16.70.030.1.14, Mobile Food Establishment Permit, to read as follows:

16.70.030.1.14 Mobile Food Establishment Permit

A. *Applicability.* A permit shall be required for the vending of products from mobile food trucks.

- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:
1. A certificate of insurance showing the required insurance;
 2. Two photographs of the mobile food truck;
 3. A copy of the state or county health department license / permit for the mobile food truck.
- C. *Scope of Approval.* A Mobile Food Establishment Permit authorizes the applicant to engage in the vending of products from mobile food trucks in compliance with city code and as specified on the permit.
- D. *Expiration.* A Mobile Food Establishment Permit shall expire on September 30 but may be renewed on an annual basis.
- E. *Suspension or Revocation.* In addition to the grounds for suspension or revocation of a zoning permit generally, a permit issued under this section may be suspended or revoked by the POD for any of the following reasons:
1. Permits issued under this section for the right of way may be suspended or revoked by the POD for any reason and without penalty upon the giving of 30 days written notice.
 2. The POD may also deny, revoke or suspend a permit if it is found that:
 - a. Any required business or health permit or business tax receipt for the mobile food truck has expired or been suspended, revoked or canceled;
 - b. The permittee does not have insurance in effect which complies with the minimum amounts and requirements described in this section;
 - c. Conducting business as a permittee under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or to interfere with the normal use of the right-of-way or to constitute a menace to the health, safety or general welfare of the public.
 3. Upon denial, suspension or revocation of the permit, the POD shall give notice of such action to the permittee in writing. In the event the denial, suspension or revocation is based on subsection 2.a, b or c of this section, the action shall be effective immediately upon receipt of such notice by the permittee. If the revocation or suspension of the permit is caused by the permittee, there shall be no refund of the annual permit fee or any other fees paid to the City for operation of a mobile food truck. Any revocation or suspension without cause shall entitle the permittee to a refund of the annual permit fee prorated on a per month basis from the date of notice of such action.
- F. *Variances.* No requests for variances shall be allowed.
- G. *Transferability.* Ownership of a Mobile Food Establishment Permit shall not be transferred except as part of the sale of a majority of the stock in a corporation holding such permit, as part of the sale of a majority of the membership interests of a limited liability company holding such permit, or as part of the sale of a business or substantially all of its assets.

- H. *Identification.* Each mobile food truck shall display the appropriate business tax receipt, state license and county health certificate, and, if applicable, the Mobile Food Establishment Permit. The VIN number of the mobile food truck shall match the VIN number on the approved Mobile Food Establishment Permit application and business tax receipt.
- I. *Appeal.* Decisions of the POD to suspend or revoke a permit may be appealed to the DRC, whose decision shall be deemed the final decision of the City.

SECTION THREE. The St. Petersburg City Code is hereby amended by adding a new Section 16.70.030.1.15, Mobile Food Rally Permit, to read as follows:

16.70.030.1.15. Food Truck Rally Permit.

- A. *Applicability.* Food truck rallies are gatherings of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Rally Permit.
- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:
 - 1. A site plan of the subject property;
 - 2. Written description of the temporary use and anticipated hours of operation;
 - 3. In order to secure sufficient information and assurances to determine the suitability of the proposed temporary use, the POD may require the following:
 - a. Documentation from the county health department regarding arrangement for temporary sanitary facilities and such assurances as the POD may require concerning compliance.
 - b. Information concerning length of operation.
 - c. Provision for adequate parking.
 - d. A financial guarantee in an amount determined by the POD and in a form approved by the City Attorney to ensure that the premises will be cleared of all debris during and after the event.
 - e. A financial guarantee in an amount determined by the POD and in a form approved by the City Attorney guaranteeing the repair of rights-of-way of any damage resulting to the rights-of-way as a result of the event.
- C. *Procedure.*
 - 1. The application shall be filed at least 30 days prior to the date on which the permit is to take effect. The POD may approve a lesser time period.
 - 2. Upon receipt of the application, the POD shall determine whether the application conforms to all applicable requirements contained in the City Code.
 - a. If the POD determines that there will be substantial adverse offsite effects, public notice to property owners within 200 feet of the location shall be required. The decision to require

public notice shall be made within five days of receipt of the completed application. The applicant shall be responsible for all required notice to property owners. Notice shall be provided a minimum of 15 days in advance of the event.

3. If the POD determines that the application sufficiently complies with the standards for a food truck rally and that appropriate measures have been taken to protect the public health, safety and welfare, the food truck rally permit shall be issued. If the POD determines that the application is not in compliance, the POD shall identify the application's deficiencies and deny the application. If the POD denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of a complete application.
4. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, state or federal laws, the POD may add special conditions and restrictions, which shall be binding upon the applicant, to any permit or other form of approval that may be issued. Such conditions and restrictions may include, but are not limited to, hours of operation, locations, parking, traffic access and safety requirements. All food truck rally permits shall comply with the following conditions:
 - a. No permanent or temporary lighting shall be installed without an electrical permit and an inspection;
 - b. No structures shall be erected without a building permit and required inspections;
 - c. The site shall be cleared of all trash and debris at the end of the event and cleared of all temporary structures within five days after the end of the event. The site shall be restored to its previous condition within 14 days after the end of the event;
 - d. Traffic control and pedestrian safety in the vicinity of the event shall be the responsibility of the permittee of the event. The City costs for these services shall be estimated by the POD and paid at least ten days in advance by the permittee as a condition of the permit (after the event, any overpayment shall be refunded to the permittee and any underpayment shall be billed to the Permittee).

D. *Expiration.* A food truck rally permit may be issued for a maximum of seven (7) days.

E. *Variances.* No requests for variances shall be allowed.

F. *Appeal.* Decisions of the POD to approve, extend, or deny a permit or to impose conditions or restrictions upon a food truck rally permit may be appealed to the DRC, whose decision shall be deemed the final decision of the City.

SECTION FOUR. A new 'Food Truck Rally Permit' and 'Mobile Food Establishment Permit' fee is hereby added in Section 12-6 (8) of the St. Petersburg City Code in the location shown and to read as follows

FEMA - Historic flood info and letter:

First hour of research60.00

Additional time billed in one-hour increments50.00
per hour

Food truck rally permit

Letter prepared by zoning official (no bldg. permit) 40.00

Approved over zoning counter (with bldg. permit) 10.00

Lot line adjustment:

Administrative review200.00

Commission review300.00

Lot refacing:

Administrative review300.00

Commission review500.00

Mobile food establishment permit

New application \$170.00

Renewal \$85.00

Property card interpretations (PCI):

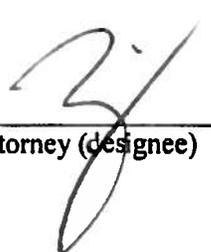
First hour of research60.00

Additional time billed in one-hour increments50.00
per hour

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

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

Approved as to form and content:



City Attorney (designee)



DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing on May 7, 2014
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

-
- APPLICATION:** LDR 2013-05
- APPLICANT:** City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701
- REQUEST:** Text amendment to formally recognize, classify and regulate mobile food trucks within the City Code. (*City Code of Ordinances, Chapter 16, Land Development Regulations ("LDRs"), Section 16.50.440 titled "Vending, Mobile Food Trucks"*) The applicant requests that the Development Review Commission ("DRC") review and recommend approval, confirming consistency with the City of St. Petersburg's Comprehensive Plan ("Comprehensive Plan").
- AUTHORITY:** Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.
- UPDATE:** The DRC conducted a public hearing on December 4, 2013 and found the proposed amendments consistent with the City's Comprehensive Plan. Since that time, additional modifications have been made to the ordinance that warrants a new public hearing and consistency determination. Modifications include:
- 1) Permission to operate on public rights-of-way, except within the Downtown Center zoning districts;
 - 2) New standard requiring access to flushable restroom for mobile food truck employees, when parked more than three (3) hours;
 - 3) New standard requiring written agreement with a state licensed facility for the proper disposal of grease and graywater.

EVALUATION:

Recommendation

The Planning & Economic Development Department finds that the proposed request is consistent with the Comprehensive Plan and recommends **APPROVAL**.

Background and Analysis

The City of St. Petersburg is committed to identifying, and enabling the establishment of, emerging market segments that provoke entrepreneurial risk, diversify the city's economic base, increase employment opportunities and generally enrich the overall quality of life for St. Petersburg's many residents and visitors. The city is also committed to conducting thorough reviews of potential changes to the City Code to ensure that new business trends and endeavors are appropriately regulated to ensure that potential negative impacts are identified and properly addressed.

On October 20, 2011, Council Member Leslie Curran submitted, and the City Council subsequently referred to the Public Service and Infrastructure Committee ("PS&I"), a request to review possible ordinance changes and permitting process adjustments regarding a specific type of mobile food vending unit commonly referred to as a "mobile food truck." This application pertains to the permitting and regulation of mobile food trucks; however, the action has a consequence on the regulation and enforcement of two (2) other types of mobile food vending units - mobile ice cream trucks and mobile canteen trucks. Staff has carefully considered all potential impacts and included certain considerations related to each.

Current Regulations

Currently, the St. Petersburg City Code allows mobile food trucks city-wide, subject to certain conditions. Whereas the current regulations were written primarily for mobile ice cream trucks, they are less than ideal for emerging market segments, such as mobile food trucks. To date, city staff has been using a combination of Chapter 16, Section 16.50.440 titled "Vending of Products from Motor Vehicles," and Chapter 17 titled, "Licenses, Taxes and Miscellaneous Business Regulations" pending the results of this LDR text amendment. Depending on the nature of the individual request, Section 16.50.410 titled "Temporary Uses" may apply.

Proposed Regulations

The following items are presented for consideration:

- 1) Staff recommends Section 16.50.440 titled "Vending of Products from Motor Vehicles" be amended to distinguish between the regulation of mobile ice cream and canteen trucks, and mobile kitchens;
- 2) Staff recommends Section 16.50.440 be organized into several subsections: (a) general regulations that apply to all mobile ice cream and canteen trucks, and mobile kitchens regardless of location; (b) regulations that apply to operation on private property; and (c) regulations that apply to operation on public rights-of-way:

Highlights

The proposed regulations include general development standards and use restrictions for all mobile ice cream and canteen trucks, and mobile kitchens, regardless of whether they are operating upon private property or public rights-of-way. These general development standards regulate business tax receipts, permit requirements, vehicle and insurance requirements, separation requirements, hours of operation, noise limitations and waste collection.

- 1) **Mobile Food Establishment Permit.** With the exception of an ice cream truck (peddlers permit) and a canteen truck (unregulated), mobile food truck operators are currently required to obtain a temporary use permit for each occurrence on private property. Based on this hardship, city staff is proposing to create and monitor an annual permitting program. The annual permit will coordinate and allow mobile food trucks to operate in accordance with this section and without the requirement to obtain a temporary use permit for each occurrence. Staff believes this significant modification will streamline the review process, relieve the regulatory burden that is currently placed upon the operators and allow a timely response to last minute requests for their participation. A permit will not be required for mobile food trucks participating in a city co-sponsored event, an event that is not open to the general public or a special event authorized by issuance of a temporary use permit.

Public Rights-of-Way

Currently, mobile food trucks are qualified to operate on public rights-of-way, excluding the downtown center, generally described as the area between Interstate feeders 375 and 175, Interstate 275 and Tampa Bay. This proposal will slightly modify the prohibited area by referencing the Downtown Center (DC) zoning districts. The effect of this change will allow mobile food trucks to operate within the northwest corner of the current prohibited area, generally northwest of Dr. M. L. King Jr. St. North and 2nd Avenue North where the zoning is CCS-2 and NSM-2. (See Attachment 2)

Private Property

- 1) **Location.** Shall be a permitted accessory use on private property within all zoning districts allowing retail or restaurants and bars. Whereas the operation of a mobile food truck is generally prohibited on vacant and undeveloped property, the proposed amendments will allow for exceptions by geographic location. Currently, the ordinance includes an exception for property zoned CCT-2 within the Grand Central District. Additional exceptions may be granted as part of this request or a future LDR text amendment. Operation on private property is prohibited within the DC-3, DC-Core and DC-Park zoning districts, except by city issued permit for special events, city co-sponsored events or an approved food truck rally. (See Attachment 3)
- 2) **Permission.** Shall have the written permission of the registered owner of the subject property, which shall be available upon request.
- 3) **Frequency.** Shall be limited to no more than two (2) days per calendar week, except by city issued permit for special events, city co-sponsored events or an approved food truck rally. Due to their temporary status, mobile food trucks are conferred certain benefits and exclusions, such as minimum parking requirements and site

improvements. A limitation on the number of days per calendar week will reinforce the temporary characteristics of the proposed business type. Furthermore, this standard will allow creation of a consistent, weekly schedule upon which both operators and customers can depend.

- 4) Limit. Shall be limited to no more than two (2) mobile food trucks at one (1) time, except as may be allowed in conjunction with a *Mobile Food Establishment Permit* or as part of a city co-sponsored event.

Summary of Key Elements

Mobile food trucks:

- Shall obtain an annual permit;
- Shall be allowed on public rights-of-way, excluding Downtown Center zoning;
- Shall be allowed on private property as an accessory use with no separation requirement to existing restaurants and bars and excluding DC-3, DC-C (DC-Core) and DC-P (DC-Parks);
- On private property, shall be limited to no more than two (2) days per calendar week and no more than two (2) mobile food trucks at any one time, except as may be allowed in conjunction with a Food Truck Festival/Rally Permits or as part of a city co-sponsored event.
- Shall be allowed on vacant lots with frontage on Central Avenue within the Grand Central District, otherwise mobile food trucks are prohibited on vacant lots unless in conjunction with a Food Truck Festival/Rally Permits or a city co-sponsored event.

Fee Schedule

The anticipated fee schedule is as follows:

- Mobile Food Establishment Permit (annual) - \$170.00 (initial) / \$85.00 (renewal)
- Business Tax Receipt (annual) - \$65.00
- Peddler (Police) Permit - \$44.00

Compliance with the Comprehensive Plan

The following objectives and policies from the Comprehensive Plan are applicable to the proposed amendment:

Objective LU7: The City will continue to revise and amend the land development regulations, as necessary, to ensure compliance with the requirements of Chapter 163.3202, Florida Statutes [and Chapter 9J-24 F.A.C]¹. The City will amend its land development regulations consistent with the requirements of Chapter 163.3202, Florida Statutes [and Chapter 9J-24 F.A.C]. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

¹ Chapter 9J-24 F.A.C. is no longer a valid reference in State statute. As of this writing, the city's Comprehensive Plan has not been updated to reflect this legislative change.

Policy LU7.1: Pursuant to the requirements of Chapter 163.3202 F.S. and Chapter 9J-24 F.A.C. the land development regulations will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

Objective LU20: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU20.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

Meetings and Public Engagement

Throughout the entire process, city staff fully engaged with mobile food truck owners, restaurateurs, Tampa Bay Food Truck Rally (formerly known as the Tampa Bay Mobile Food Vending Alliance), Gulf to Bay Food Truck Association, St. Petersburg Area Chamber of Commerce's Advisory Task Force on mobile food trucks, other special interests and the City Council's PS&I Committee. The more significant meetings are outlined below:

November 3, 2011

The Planning and Economic Development Department first made a presentation to the PS&I Committee on November 3, 2011. The presentation included an introduction to the various types of mobile food vending units, the recent history of mobile food trucks, and an analysis of the current land development regulations. The PS&I Committee requested that staff report back with specific proposals for consideration.

February 23, 2012

A second meeting of the PS&I Committee was held on February 23, 2012. At this meeting, staff presented specific items for consideration and a list of next steps. The PS&I Committee requested coordination of a public workshop and presentation by two parties representing the interests of restaurants (St. Petersburg Area Chamber of Commerce) and Tampa Bay Area Mobile Food Vending Alliance (now known as Tampa Bay Mobile Food Truck Rally).

March 22, 2012

The requested public workshop was held on March 22, 2012.

May 3, 2013

A second public workshop was held on May 3, 2013. The purpose of the second public workshop was to present the proposed amendments and solicit final comments prior to advancing the application to public hearing review by the DRC and City Council.

May 30, 2013

City staff presented an update to the PS&I Committee. Subsequent discussion and several recommendations from the Committee are included in the final draft.

December 4, 2013

The Development Review Commission conducted a public hearing on December 4, 2013. The DRC made a finding of consistency with the City's Comprehensive Plan. Several recommendations from DRC Commissioners are included in the subsequent and final draft now under consideration.

April 17, 2014

A third public workshop was held on April 17, 2014. The purpose of the third public workshop was to present the proposed amendments and solicit final comments prior to advancing the application to a new public hearing review by the DRC and City Council. This workshop was attended by a combination of mobile food truck owners and restaurateurs.

Housing Affordability Impact Statement

The proposed amendments will have no impact on housing affordability, availability or accessibility. A Housing Affordability Impact Statement is attached.

Adoption Schedule

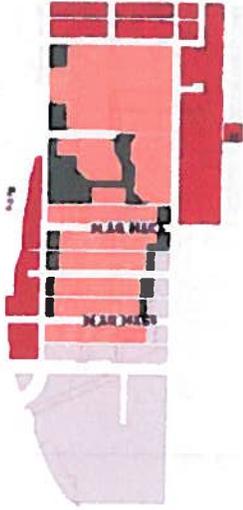
The proposed amendment requires one (1) public hearing, conducted by the City of St. Petersburg City Council. The City Council shall consider the recommendation of the DRC and vote to approve, approve with modification or deny the proposed amendment:

- 06-05-2014: First Reading
- 06-19-2014: Second Reading and Public Hearing

Exhibits and Attachments

1. Ordinance
2. Housing Affordability Impact Statement

Activity allowed on
public rights-of-way,
with condition.

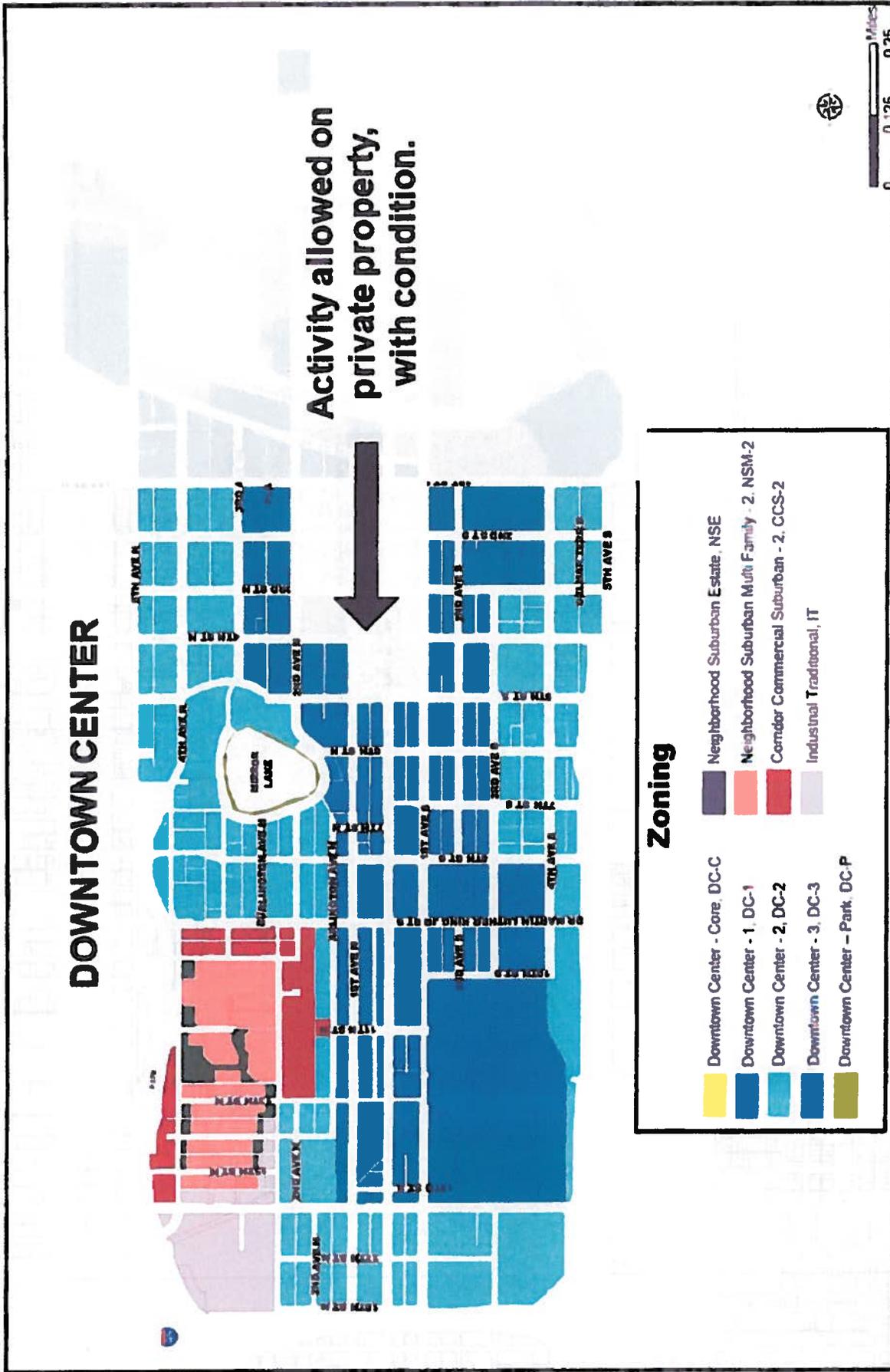


DOWNTOWN CENTER

Zoning

- | | | | |
|---|------------------------------|---|---|
|  | Downtown Center - Core, DC-C |  | Neighborhood Suburban Estate, NSE |
|  | Downtown Center - 1, DC-1 |  | Neighborhood Suburban Multi Family - 2, NSM-2 |
|  | Downtown Center - 2, DC-2 |  | Corridor Commercial Suburban - 2, CCS-2 |
|  | Downtown Center - 3, DC-3 |  | Industrial Traditional, IT |
|  | Downtown Center - Park, DC-P | | |





**City of St. Petersburg
Housing Affordability Impact Statement**

Each year, the City of St. Petersburg receives approximately \$2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that *increase the cost of housing construction, or of housing redevelopment*, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1– June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. **Initiating Department:** Planning & Economic Development

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2013-05).

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

No (No further explanation required.)

Yes Explanation:

If Yes, the **per unit cost increase** associated with this proposed policy change is estimated to be: \$_____.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No (No further explanation required)

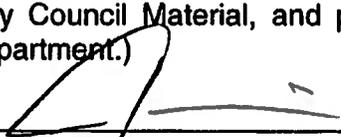
Yes Explanation:

IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

- The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)



Department Director (signature)

5-9-14

Date

OR

- The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance *will increase housing costs* in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

Department Director (signature)

Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development

REVISED

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY CODE TO REPEAL THE CURRENT SECTION 16.50.440.; ADOPTING A NEW SECTION 16.50.440. TO REGULATE MOBILE FOOD TRUCKS; AMENDING 16.70. TO CREATE NEW REGULATIONS FOR MOBILE FOOD ESTABLISHMENT PERMITS AND FOOD TRUCK RALLY PERMIT; LIMITING HOURS AND LOCATIONS OF OPERATION OF MOBILE FOOD TRUCKS; PROVIDING FOR SUSPENSIONS AND APPEALS; ESTABLISHING FEES IN CHAPTER 12; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

SECTION ONE. The St. Petersburg City Code is hereby amended by repealing the current Section 16.50.440. and adopting a new Section 16.50.440. titled "Vending, Mobile Food Trucks" to read as follows:

Section 16.50.440. – Vending, Mobile Food Trucks

Sections:

- 16.50.440.1. Purpose
- 16.50.440.2. Applicability
- 16.50.440.3. Standards and Criteria
- 16.50.440.4. Class I - Mobile Kitchens
- 16.50.440.5. Class II - Canteen Trucks
- 16.50.440.6. Class III - Ice Cream Trucks

16.50.440.1. PURPOSE

Mobile food vending units have existed in various forms over several centuries, distinguished as much by their physical characteristics as their operational requirements. The purpose of this section is to: 1) recognize this specialized market segment; 2) classify the types of permitted mobile food trucks; and 3) establish appropriate standards allowing for the typical range of activities while mitigating any associated, undesirable impacts.

16.50.440.2. APPLICABILITY

16.50.440.2.1. Definitions

City issued permit in this section is limited to mean a permit issued by the city for special events, city co-sponsored events or an approved food truck rally.

Mobile food truck means a vehicle which is used to vend food and beverage products and is classified as one of the following:

Class I - Mobile Kitchens. In addition to the vending of products allowed for Class II and Class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle's location by social media or other forms of advertising.

Class II - Canteen Trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location and do not advertise for customers, except as may be allowed by a city issued permit (as defined herein).

Class III - Ice Cream Trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages.

Mobile service base means a place for food storage, the cleaning of the equipment, the filling of water tanks and proper disposal of waste water and grease and does not include the use of a private home as a mobile service base.

Vehicle means a motorized vehicle, including a trailer or other portable unit, which is attached to a motorized vehicle that is intended for use in vending.

Vend means to sell or offer to sell products from a mobile food truck.

16.50.440.2.2. Generally

- A. This section shall not apply to pushcart vending, roadside vending markets, or vending on city park property which is subject to other regulations.
- B. It is a violation to vend any product from a mobile food truck at any location except in compliance with the requirements of this section.
- C. This section excludes a contractual or other private arrangement between a mobile food truck and an individual or group that wishes to have food catered to a specific location and which is not open to the public.
- D. No tables, chairs or other furniture or equipment (other than the mobile food truck where allowed by this section) shall be placed in the right of way.

16.50.440.3. STANDARDS AND CRITERIA

16.50.440.3.1 Permit Requirements

Food Truck Rally Permit. Food truck rallies/festivals are gatherings of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Rally Permit. Applications for a Food Truck Rally Permit shall be made to the POD in accordance with the applications and procedures section. The POD shall impose reasonable conditions to ensure that any impacts are mitigated to a reasonable degree.

16.50.440.3.2. Generally

- A. *Business Tax Receipt Requirements.* A mobile food truck shall comply with all state and local business tax regulation.
- B. *Vehicle Requirements.* A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.
- C. *Insurance Requirements.*
 - 1. *Operating in rights-of-way.* The permittee, owner or operator shall at all times maintain any insurance which the POD (currently the Risk Management Department) determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the POD which shall be reasonably based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Petersburg shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the POD. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the POD is obtained and a new certificate of insurance is provided to the POD.
 - 2. *Operating in all other locations, not in rights-of-way.* A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.
 - 3. *City issued permit (as defined herein).* In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).
- D. *Open Flame Cooking.* Open flame cooking is prohibited; except that such activity may take place if permitted by the fire department.
- E. *Noise Limitations.* Amplified music or other sounds from any mobile food truck shall comply with the noise requirements in Chapter 11.
- F. *Waste Collection.* The operator shall provide a waste receptacle for public use. The area shall be kept neat and orderly at all times and garbage or trash shall be removed prior to departure of the mobile food truck each day.
- G. *Signage.* All signage must comply with the sign section, except that A-frame signs are not allowed.
- H. *Alcohol sales.* Mobile food trucks shall not sell alcoholic beverages, except as may be specifically allowed by a city issued permit (as defined herein).

- I. *Special Events.* Mobile food trucks may participate in special events, subject to the requirements and conditions of the applicable permit.

16.50.440.4. CLASS I - MOBILE KITCHENS

16.50.440.4.1. Permit Requirements.

A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.4.2. Generally.

- A. *Restroom Facility.* Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the POD, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- B. *Disposal.* Class I mobile food trucks shall have a current written agreement, with a state licensed facility, for the proper disposal of grease, available upon request by the POD.

16.50.440.4.3. Locations.

- A. No portion of a Class I mobile food truck shall be allowed within 500 feet of the front door of a restaurant serving food for consumption on premises without the written permission of the operator of the restaurant. Distance shall be measured by using the normal walking path of a pedestrian in the right of way.
- B. *Rights-of-way.* The vending of products from a Class I mobile food truck on rights-of- way shall be subject to the following conditions:
 1. *Locations.*
 - a. *Downtown Center Zoning Districts.* For property zoned Downtown Center, the vending of products from a Class I mobile food truck on rights-of-way is prohibited except as allowed by a city issued permit (as defined herein).
 - b. *Other Areas, Not Including Downtown Center Zoning Districts.* The vending of products from a Class I mobile food truck on rights-of-way is allowed subject to the conditions of this section.
 2. *Parking.* At locations where Class I mobile food trucks are allowed to operate, a Class I mobile food truck may stop, stand or park in any area of the right-of-way not provided for vehicular travel (e.g. parking areas) subject to the conditions of this section.

C. *Private property.* The vending of products from a Class I mobile food truck on private property within all zoning districts allowing retail uses or restaurants and bars shall be allowed subject to the following conditions:

1. *Vacant Properties.* Operation of a Class I mobile food truck is prohibited on vacant and undeveloped property, except:
 - a. When allowed by a city issued permit (as defined herein); or
 - b. When located in a CCT-2 district.
2. *District Prohibition.* Operation of a Class I mobile food truck shall be prohibited within the DC-C (Downtown Center – Core), DC-3 (Downtown Center – 3) and DC-P (Downtown Center - Park) zoning districts, except in conjunction with a city issued permit (as defined herein).
3. *Permission.* A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall be available upon request by the POD.
4. *Frequency.* Except as may be allowed as part of a city issued permit (as defined herein), mobile food trucks are permitted on each property, a maximum of no more than two (2) days per calendar week. Class I mobile food trucks may operate at different locations throughout the city subject to the conditions of this section.
5. *Maximum Number of Mobile Food Trucks.* No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a city issued permit (as defined herein).
6. *Existing Parking Spaces.* Mobile food trucks shall not require use of more than twenty-five percent (25 %) of existing parking spaces on the site.
7. *Access.* A mobile food truck shall not be placed in any location that impedes the ingress or egress of other businesses or building entrances or emergency exits.

16.50.440.4.4. Hours of Operation.

- A. *Downtown Center Districts.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. in the Downtown Center Districts unless allowed by a city issued permit (as defined herein).
 1. *Extended hours.* At locations where mobile food trucks are allowed to operate, an owner of a valid Mobile Food Establishment Permit may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the Applications and Procedures section.
- B. *Other Areas, Not Including Downtown Center Districts.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m.

16.50.440.5. CLASS II - CANTEEN TRUCKS

16.50.440.5.1. Permit Requirements.

A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.5.2. Locations.

- A. *Rights-of-way.* The vending of products from a Class II mobile food truck on rights-of-way shall be subject to the following conditions:
1. *Locations.* The vending of products from a Class II mobile food truck on rights-of-way is prohibited except to provide catering to employees on-site at locations within the clearly delineated boundaries of the site. Boundaries shall be delineated through the use of fencing or other materials enclosing a construction site, where there is a currently valid construction permit, and for a limited period of time.
 2. *Parking.* At locations where Class II mobile food trucks are allowed to operate, a Class II mobile food truck may stop, stand or park in any area of the rights-of-way provided for vehicular travel subject to the conditions of this section.
- B. *Private property.* Operation of a Class II mobile food truck is prohibited on private property except to provide catering to employees on-site at locations within the clearly delineated boundaries of the site. Boundaries shall be delineated through the use of fencing or other materials enclosing a construction site, where there is a currently valid construction permit, and for a limited period of time.

16.50.440.5.3. Hours of Operation.

Class II mobile food trucks shall be allowed to operate after 6:00 a.m. and before 9:00 p.m. in all areas.

16.50.440.6. CLASS III - ICE CREAM TRUCKS

16.50.440.6.1. Permit Requirements.

- A. *Customer sales in rights-of-way.* Regardless of an operator's status as an independent contractor, self-employed, employer or employee of a business, any operator of a Class III mobile food truck shall have individually registered as a peddler pursuant to Chapter 17 and obtained a certificate or permit of such registration. This requirement shall apply notwithstanding the exceptions in that Section (currently in Sec. 17-159). Registration is required regardless of participation in an event governed by a city issued permit (as defined herein).
- B. *Customer sales in all other locations, not in rights-of-way.* A Mobile Food Establishment Permit is required. The Mobile Food Establishment Permit is issued concurrent with the business tax receipt. A Mobile Food Establishment Permit is not required when participating in an event governed by a city issued permit (as defined herein).

16.50.440.6.2. Locations.

A. *Rights-of-way.* The vending of products from a Class III mobile food truck on rights-of-way shall be subject to the following conditions:

1. *Locations.*

a. *Downtown Center Districts.* The vending of products in rights-of-way shall be prohibited within the Downtown Center zoning districts, except as may be allowed by a city issued permit (as defined herein).

b. *Other Areas, Not Including Downtown Center Districts.* The vending of products on rights-of-way is allowed subject to the conditions of this section.

2. *Parking.* At locations where Class III mobile food trucks are allowed to operate, a Class III mobile food truck which is stopped, standing or parked in the right-of-way shall be responsible for complying with all parking regulations. No Class III mobile food truck shall stop, stand or park for more than 10 minutes, unless there are customers waiting in line to buy products.

B. *Private property.* The vending of products from a Class III mobile food truck on private property shall be allowed subject to the following conditions:

1. *Locations.* Vending from a Class III mobile food truck is a permitted accessory use on private property within all zoning districts allowing retail uses or restaurants and bars, except:

a. In the Downtown Center Districts;

b. On vacant or undeveloped property, except when located in a CCT-2 district or when allowed by a city issued permit (as defined herein).

2. *Permission.* The Class III mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall be available upon request by the representative of any regulating agency.

3. *Frequency.* Except as may be allowed as part of a city issued permit (as defined herein), mobile food trucks are permitted, on each property, a maximum of no more than two (2) days per calendar week. Class III mobile food trucks may operate at different locations throughout the city as allowed in this section.

4. *Maximum Number of Mobile Food Trucks.* No more than two (2) mobile food trucks shall operate on each property at any one (1) time, except as may be allowed by a city issued permit (as defined herein).

5. *Existing Parking Spaces.* Mobile food trucks shall not require use of more than twenty-five percent (25 %) of existing parking spaces.

6. *Access.* A mobile food truck shall not be placed in any location that impedes the ingress or egress of other businesses or building entrances or emergency exits.

16.50.440.6.3. Hours of Operation.

All Class III mobile food trucks shall be allowed to operate after 7:00 a.m. and before sunset in all areas except Downtown Center Districts where they are prohibited.

SECTION TWO. The St. Petersburg City Code is hereby amended by adding a new Section 16.70.030.1.14, Mobile Food Establishment Permit, to read as follows:

16.70.030.1.14 Mobile Food Establishment Permit

- A. *Applicability.* A permit shall be required for the vending of products from mobile food trucks.
- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:
 - 1. A certificate of insurance showing the required insurance;
 - 2. Two photographs of the mobile food truck;
 - 3. A copy of the state or county health department license / permit for the mobile food truck.
- C. *Scope of Approval.* A Mobile Food Establishment Permit authorizes the applicant to engage in the vending of products from mobile food trucks in compliance with city code and as specified on the permit.
- D. *Expiration.* A Mobile Food Establishment Permit shall expire on September 30 but may be renewed on an annual basis.
- E. *Suspension or Revocation.* In addition to the grounds for suspension or revocation of a zoning permit generally, a permit issued under this section may be suspended or revoked by the POD for any of the following reasons:
 - 1. Permits issued under this section for the right of way may be suspended or revoked by the POD for any reason and without penalty upon the giving of 30 days written notice.
 - 2. The POD may also deny, revoke or suspend a permit if it is found that:
 - a. Any required business or health permit or business tax receipt for the mobile food truck has expired or been suspended, revoked or canceled;
 - b. The permittee does not have insurance in effect which complies with the minimum amounts and requirements described in this section;
 - c. Conducting business as a permittee under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or to interfere with the normal use of the right-of-way or to constitute a menace to the health, safety or general welfare of the public.
 - 3. Upon denial, suspension or revocation of the permit, the POD shall give notice of such action to the permittee in writing. In the event the denial, suspension or revocation is based on subsection 2.a, b or c of this section, the action shall be effective immediately upon receipt of such notice by the permittee. If the revocation or suspension of the permit is caused by the permittee, there shall be no refund of the annual permit fee or any other fees paid to the City for operation of a mobile

food truck. Any revocation or suspension without cause shall entitle the permittee to a refund of the annual permit fee prorated on a per month basis from the date of notice of such action.

- F. *Variations.* No requests for variations shall be allowed.
- G. *Transferability.* Ownership of a Mobile Food Establishment Permit shall not be transferred except as part of the sale of a majority of the stock in a corporation holding such permit, as part of the sale of a majority of the membership interests of a limited liability company holding such permit, or as part of the sale of a business or substantially all of its assets.
- H. *Identification.* Each mobile food truck shall display the appropriate business tax receipt, state license and county health certificate, and, if applicable, the Mobile Food Establishment Permit. The VIN number of the mobile food truck shall match the VIN number on the approved Mobile Food Establishment Permit application and business tax receipt.
- I. *Appeal.* Decisions of the POD to suspend or revoke a permit may be appealed to the DRC, whose decision shall be deemed the final decision of the City.

SECTION THREE. The St. Petersburg City Code is hereby amended by adding a new Section 16.70.030.1.15, Mobile Food Rally Permit, to read as follows:

16.70.030.1.15. Food Truck Rally Permit.

- A. *Applicability.* Food truck rallies are gatherings of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Rally Permit.
- B. *Application.* An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:
 - 1. A site plan of the subject property;
 - 2. Written description of the temporary use and anticipated hours of operation;
 - 3. In order to secure sufficient information and assurances to determine the suitability of the proposed temporary use, the POD may require the following:
 - a. Documentation from the county health department regarding arrangement for temporary sanitary facilities and such assurances as the POD may require concerning compliance.
 - b. Information concerning length of operation.
 - c. Provision for adequate parking.
 - d. A financial guarantee in an amount determined by the POD and in a form approved by the City Attorney to ensure that the premises will be cleared of all debris during and after the event.
 - e. A financial guarantee in an amount determined by the POD and in a form approved by the City Attorney guaranteeing the repair of rights-of-way of any damage resulting to the rights-of-way as a result of the event.

C. *Procedure.*

1. The application shall be filed at least 30 days prior to the date on which the permit is to take effect. The POD may approve a lesser time period.
2. Upon receipt of the application, the POD shall determine whether the application conforms to all applicable requirements contained in the City Code.
 - a. If the POD determines that there will be substantial adverse offsite effects, public notice to property owners within 200 feet of the location shall be required. The decision to require public notice shall be made within five days of receipt of the completed application. The applicant shall be responsible for all required notice to property owners. Notice shall be provided a minimum of 15 days in advance of the event.
3. If the POD determines that the application sufficiently complies with the standards for a food truck rally and that appropriate measures have been taken to protect the public health, safety and welfare, the food truck rally permit shall be issued. If the POD determines that the application is not in compliance, the POD shall identify the application's deficiencies and deny the application. If the POD denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of a complete application.
4. In order to protect the health, safety, and welfare of the general public, or to obtain compliance with local, state or federal laws, the POD may add special conditions and restrictions, which shall be binding upon the applicant, to any permit or other form of approval that may be issued. Such conditions and restrictions may include, but are not limited to, hours of operation, locations, parking, traffic access and safety requirements. All food truck rally permits shall comply with the following conditions:
 - a. No permanent or temporary lighting shall be installed without an electrical permit and an inspection;
 - b. No structures shall be erected without a building permit and required inspections;
 - c. The site shall be cleared of all trash and debris at the end of the event and cleared of all temporary structures within five days after the end of the event. The site shall be restored to its previous condition within 14 days after the end of the event;
 - d. Traffic control and pedestrian safety in the vicinity of the event shall be the responsibility of the permittee of the event. The City costs for these services shall be estimated by the POD and paid at least ten days in advance by the permittee as a condition of the permit (after the event, any overpayment shall be refunded to the permittee and any underpayment shall be billed to the Permittee).

D. *Expiration.* A food truck rally permit may be issued for a maximum of seven (7) days.

E. *Variances.* No requests for variances shall be allowed.

F. *Appeal.* Decisions of the POD to approve, extend, or deny a permit or to impose conditions or restrictions upon a food truck rally permit may be appealed to the DRC, whose decision shall be deemed the final decision of the City.

SECTION FOUR. A new 'Food Truck Rally Permit' and 'Mobile Food Establishment Permit' fee is hereby added in Section 12-6 (8) of the St. Petersburg City Code in the location shown and to read as follows

FEMA - Historic flood info and letter:

First hour of research60.00

Additional time billed in one-hour increments50.00

per hour

Food truck rally permit

Letter prepared by zoning official (no bldg. permit) 40.00

Approved over zoning counter (with bldg. permit) 10.00

Lot line adjustment:

Administrative review200.00

Commission review300.00

Lot refacing:

Administrative review300.00

Commission review500.00

Mobile food establishment permit

New application \$170.00

Renewal \$85.00

Property card interpretations (PCI):

First hour of research60.00

Additional time billed in one-hour increments50.00

per hour

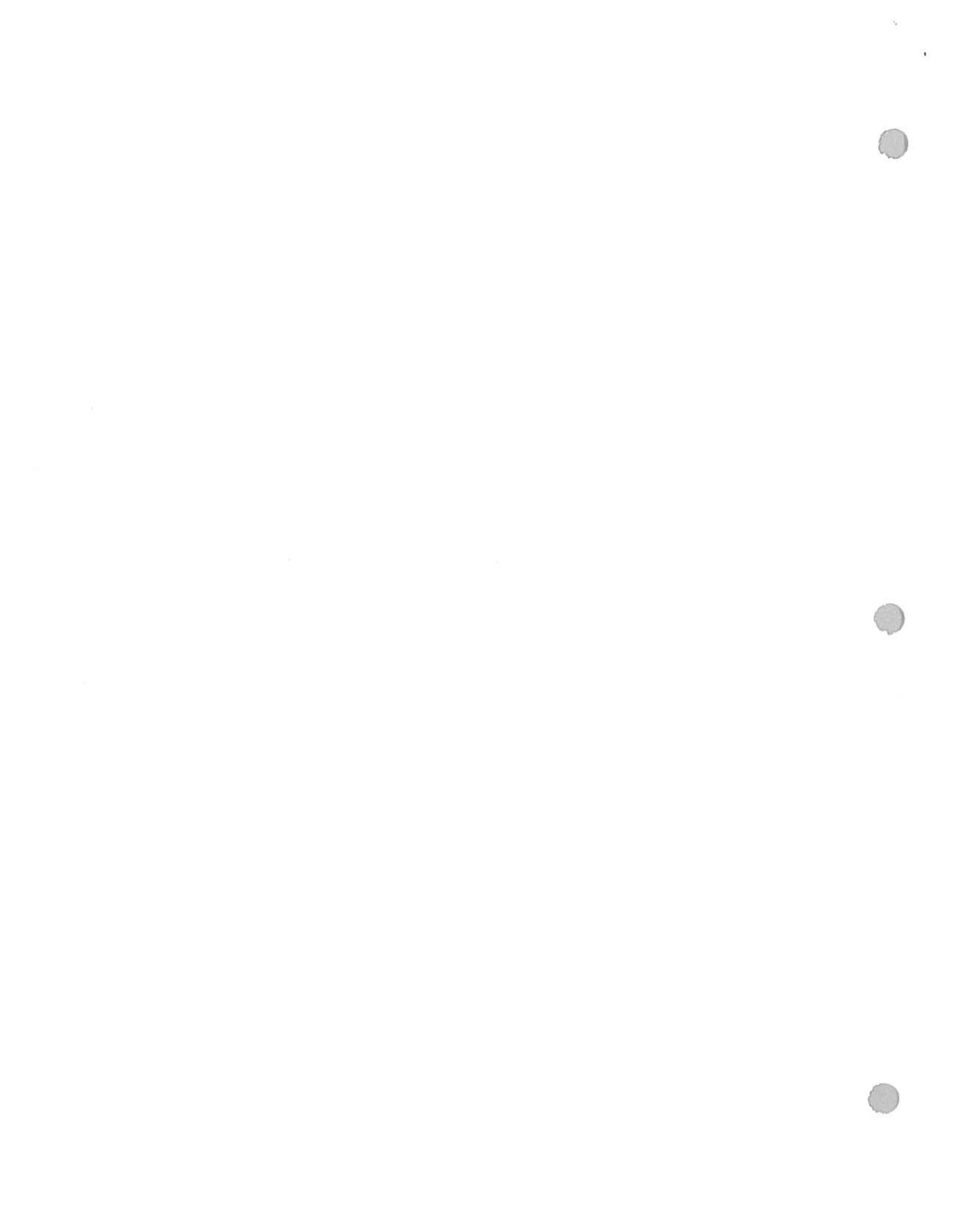
SECTION FIVE. As used in this ordinance, for City Code sections which are being amended, words appearing in ~~struck thru~~ type shall be deleted and underlined words shall be added where indicated.

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

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

Approved as to form and content:

City Attorney (designee)



**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG**

Meeting of June 19, 2014

SUBJECT: Approval of a Resolution finding that 1) the disposition of Lot 1, Royal Poinciana Subdivision — Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) that a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

EXPLANATION:

On April 14, 2014, the City of St. Petersburg ("City") received a proposal from Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation ("TBIC") to lease and develop City-owned property located at the southwest corner of 4th Street South and 11th Avenue South ("City Property"). Since the City Property is located within the Bayboro Harbor Community Redevelopment Area, Real Estate and Property Management promptly scheduled a public notice pursuant to Florida Statute 163.380, which was published on April 20, 2014, advertising that an offer to lease and develop the City Property had been received and inviting any alternative proposals from private redevelopers or any persons interested in undertaking the lease and development of the City Property compatible with the Bayboro Harbor Community Redevelopment Plan. The City desires that the City Property be developed with not less than a 40,000 square foot facility, at no cost to the City that will provide jobs and help support the community by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research uses in support of the objectives and uses through the development mechanisms incorporated into the Bayboro Harbor Community Redevelopment Plan and help support the community by providing space for research, including but not limited to, health sciences and marine research. The deadline of May 20, 2014 passed and no alternative proposals were received.

The City Property contains approximately 2.5 acres and is legally described as:

Lot 1, ROYAL POINCIANA SUBDIVISION — KAMMAN PARTIAL REPLAT a subdivision according to the plat thereof recorded at Plat Book 61, Page 91, in the Public Records of Pinellas County Florida (30/31/17/77418/000/0010)

AND

Lots 1, 2, 3, 4, 5, and 6 ROYAL POINCIANA SUBDIVISION, a subdivision according to the plat thereof recorded at Plat Book H-7, Pages 8 and 9, in the

Public Records of Hillsborough County, Florida, of which Pinellas County Florida was formerly a part (30/31/17/77400/000/0010).

The City Property was obtained from All Children's Hospital, Inc. ("ACH") simultaneously with the City's conveyance of the City property leased to the YWCA at the northwest corner of 4th Street and 6th Avenue South to ACH on December 16, 2013 in accordance with the transaction approved by City Council on August 22, 2013 via Res. No. 2014-321.

The City Property has a total land area of ±109,141 sq. ft. (±2.51 acres) of which ±94,538 sq. ft. (±2.17 acres) is considered uplands and developable. The City Property consists of two parcels. It is rectangular in shape, and located at the southwest corner of 4th Street South and 11th Avenue South within the City of St. Petersburg, bordered to the south and west by Booker Creek adjacent to the Bayboro Harbor and Ingleside Neighborhoods. The two parcels are divided by a 10' alley running north/south.

The City Property was appraised on May 29, 2013 by Paul Willies, State Certified General Appraiser, who indicated the market value to be \$828,000.

The proposal from TBIC substantially meets the requirements of the City. As stated in the TBIC proposal (attached hereto). TBIC requested that the City lease the City Property on a long-term basis that would allow for TBIC to construct a facility to house entrepreneurs, scientists, researchers and innovators. TBIC has been in operation for more than ten years, and is currently housed at the Young-Rainey Science, Technology and Research Center in Largo. TBIC functions as an incubator that helps area entrepreneurs launch and grow successful companies. Clients receive coaching, business assistance and a network to develop their idea into a viable business through educational programming, mentoring, dedicated facilities, co-working opportunities, professional services and more. The concept of an incubator is now a vital part of regional economic development as startup companies are developed and supported through mentoring and coaching in a creative environment. TBIC uniquely understands the importance of helping entrepreneurs navigate the often rocky waters as they turn a good idea into a solid business model. Based on findings from a recent feasibility study, conducted by Greenwood Consulting Group and commissioned by TBIC, the City Property is ideally situated to locate the recommended purpose built incubator facility. The study also highlighted the synergy and collaboration potential with existing research institutions currently located and growing in St. Petersburg.

TBIC also submitted copies of letters evidencing broad support for funding from the State of Florida for TBIC's Technology Incubator from more than ten agencies and companies including Pinellas County, the National Forensic Science Technology Center (NFSTC), Florida Federal Contractors Association, General Dynamics, Florida Venture Forum, BioFlorida Research Council of Tampa Bay, Nielsen Company, Homeland Intelligence Technologies, Inc., University of South Florida (USF), and the St. Petersburg Area Chamber of Commerce,

Since its inception over ten years ago, TBIC has a proven track record in creating jobs and providing economic benefits through its incubator program where it excels in assisting emerging companies with promising technologies to become sustainable reality as it works with entrepreneurs. TBIC's mentoring services, market research, shared equipment, and space help to provide economic opportunity and impact for its clients.

The following business points will form the basis of the lease and development agreement:

1. **Lease and Development Agreement.** The City and TBIC shall execute a lease and development agreement ("**Agreement**") for the City Property which is vacant land totaling approximately 2.5 acres at the southwest corner of 4th Street South and 11th Avenue South for a nominal rent with an initial term of 25 years, with the right to renew for five (5) additional consecutive terms of five (5) years each on terms and conditions mutually agreeable to the parties.
2. **Facility.** Subject to City Administrative and Regulatory approvals, TBIC shall design and construct a facility of approximately 40,000 SF ("**Building**") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs.
3. **Grant Funding and Construction.** It is TBIC's intent to leverage the City property to seek grant and other funding for the project from government (Federal, State, and County) and private sector partners. Accordingly, the Agreement will provide an approximate two (2) year period to obtain such funding and provide that TBIC may encumber the Agreement with the consent of City Council, but shall not encumber the fee simple interest of the City Property. The Lease shall commence upon TBIC's notice and demonstration to the City that funding is committed. Thereafter, construction shall begin within two (2) years with construction completed not more than two (2) years after construction begins.
4. **Vacation of Alley.** The City will initiate a procedure to vacate the alley located on the property. TBIC will be responsible for any removal or relocation of utilities within the alley to accommodate its site plan.
5. **Rezoning.** The City will initiate an amendment to the future land use map and zoning so that the land is zoned appropriately for the proposed facility.
6. **Job Creation.** TBIC shall endeavor to create 100 or more new jobs through the growth and development of client startups, an anchor tenant, and TBIC staffing needs following completion of the Building.
7. **Restriction on Transfer of City Property.** TBIC may not assign or transfer the Agreement, in whole or in part, without the prior written consent of the City of St. Petersburg City Council ("**City Council**") which consent may be granted or denied in City Council's sole discretion.
8. **Failure to Obtain Funding:** If project funding is not secured by TBIC and demonstrated to the City within two (2) years, the Agreement will terminate without notice.

9. **Failure to Develop.** In the event that TBIC is unable to develop the City Property within two (2) years of the Agreement's commencement date, the City may unilaterally terminate the Agreement and TBIC shall return the City Property free and clear of all liens, encumbrances, and restrictions.
10. **Permitted Use.** TBIC shall use the City Property to construct a facility to house entrepreneurs, scientists, researchers and innovators, and for no other purpose without the express written consent of the City Council, which consent may be granted or denied in City Council's sole discretion.

TBIC and the City's Greenhouse work collaboratively on programming and services, relative to the Greenhouse mission to assist entrepreneurs in the area of innovation and small business. The Greenhouse has hosted TBIC educational and outreach programs that expand the scope of resources available to the start-up community and this relationship is providing a pathway for the City's entrepreneurial development.

With the TBIC's new, temporary location at St. Petersburg College downtown, called the St. Petersburg TEC garage, additional synergies are contemplated. This proposed development of a state of the art facility in the City's Innovation District, close to educational and research partners will create an entrepreneurial ecosystem.

SUMMARY:

CRA staff have reviewed the transaction described in this report and have found it to be consistent with the Bayboro Harbor Community Redevelopment Area Plan objectives as it will encourage economic development, expansion and further the development of the innovation district by providing space for research, innovation, and entrepreneurs including but not limited to technology, health sciences and marine research.

RECOMMENDATION:

CRA Staff recommends that Community Redevelopment Agency ("CRA") approve the attached Resolution finding that 1) the disposition of Lot 1, Royal Poinciana Subdivision – Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

ATTACHMENTS: Resolution

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY FINDING THAT 1) THE DISPOSITION OF LOT 1, ROYAL POINCIANA SUBDIVISION — KAMMAN PARTIAL REPLAT AND LOTS 1, 2, 3, 4, 5, AND 6. ROYAL POINCIANA SUBDIVISION ("DISPOSITION") AT LESS THAN FAIR VALUE IS CONSISTENT WITH, AND WILL FURTHER THE IMPLEMENTATION OF THE BAYBORO HARBOR COMMUNITY REDEVELOPMENT AREA PLAN OBJECTIVES; AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; RECOMMENDING APPROVAL TO THE CITY COUNCIL OF ST. PETERSBURG FOR SAID DISPOSITION; AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the St. Petersburg Community Redevelopment Agency ("CRA") has adopted the Bayboro Harbor Community Redevelopment Area Plan which establishes redevelopment objectives and development review procedures for projects constructed within the designated redevelopment area; and

WHEREAS, the CRA has reviewed the proposal to dispose of City-owned land located at the southwest corner of 4th Street South and 11th Avenue South land for less than fair value to Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida non-profit corporation ("TBIC"); and

WHEREAS, the disposition will enable the expansion and support for business incubator facilities and other job creating, employment oriented uses and further the development of the Innovation District by providing space for research, including but not limited to, health sciences and marine research; and

WHEREAS, the CRA has determined that the disposition proposal is consistent with the Bayboro Harbor Community Redevelopment Area Plan; and

WHEREAS, a public hearing in accordance with Florida Statute 163.380 has been duly noticed and held.,

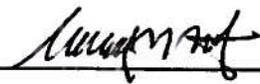
NOW THEREFORE BE IT RESOLVED by the St. Petersburg Community Redevelopment Agency ("CRA") that 1) the disposition of Lot 1, Royal Poinciana Subdivision – Kamman Partial Replat and Lots 1, 2, 3, 4, 5, and 6 Royal Poinciana Subdivision ("Disposition") at less than fair value is consistent with, and will further the implementation of the Bayboro Harbor Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and

BE IT FURTHER RESOLVED that the CRA recommends that the City Council of St. Petersburg approve the Disposition; and

BE IT FURTHER RESOLVED that the CRA authorizes the Executive Director or his designee to execute all documents necessary to effectuate this Resolution.

This Resolution shall become effective immediately upon its adoption.

LEGAL: 
Legal: 00195938.doc V.1

Administration:  

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Approving the purchase of replacement dump trucks, and water tankers for the Fleet Management Department from Navistar, Inc at a total cost of \$1,212,109.00.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 13-11-0904. The vendor will furnish and deliver one tandem axle and nine single axle trucks with 33,000 lb GVWR cab and chassis. Two trucks will be equipped with 230 HP engines and Allison 3500 rugged duty series (RDS) automatic transmission; five will have 280 HP engines and Allison 3000 RDS automatic transmission; two will have 245 HP engines and Allison 3500 RDS automatic transmission. The tandem axle truck is equipped with a 430 HP engine and Allison 3500 RDS automatic transmission.

The new trucks have life expectancies of 8 to 10 years and will be assigned to the Parks and Recreation; Stormwater, Pavement and Traffic Operations and Water Resources departments. The tandem axle truck will haul a tandem axle trailer to be used to transport heavy equipment and will replace a 21 year-old unit. The single axle trucks include two trucks with mounted cranes and dump bodies, two 5-yard dump trucks, three crew cab 5-yard dump trucks and two trucks with asphalt patch bodies. These trucks will be used to pick up and haul debris and equipment, to fill potholes and repair streets respectively. They will replace 8, 13 and 14 year-old trucks respectively that have reached the end of their useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid No. 13-11-0904:

Navistar, Inc \$1,212,109.00

Cab & Chassis, Tandem Axle, International Pay Star Model 5900i	1	Ea	\$90,195.00	\$90,195.00
Additional Equipment Package, International Pay Star Model 5900i	1	Ea	69,775.00	69,775.00
Cab & Chassis, Crew Cab, Single Axle, International Dura Star Model 4300	9	Ea	57,560.00	518,040.00
Additional Equipment Package, International Dura Star Model 4300	3	Ea	38,935.00	116,805.00
Additional Equipment Package, International Dura Star Model 4300	2	Ea	30,496.00	60,992.00
Additional Equipment Package, International Dura Star Model 4300	2	Ea	77,425.00	154,850.00
Additional Equipment Package, International Dura Star Model 4300	2	Ea	100,726.00	201,452.00

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Bid No. 13-11-0904 effective through September 30, 2014. This purchase is made in accordance with Section 2-256 (c) of the Procurement Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Management, Fleet Mechanical Cost (8002527).

Attachments: Resolution

Approvals:



 Administrative



 Budget

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT DUMP TRUCKS AND WATER TANKERS AT A TOTAL COST NOT TO EXCEED \$1,212,109 FROM NAVISTAR, INC. FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING FLORIDA SHERIFFS ASSOCIATION BID NO. 13-11-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace dump trucks and water tankers that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-243(e) of the City Code the City is permitted to utilize competitively bid proposals or contracts secured by State, County or municipal government when it is in the best interest of the City; and

WHEREAS, Navistar, Inc. has met the specifications, terms and conditions of Florida Sheriffs Association Bid No. 13-11-0904; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to Navistar, Inc. for the purchase of replacement dump trucks and water tankers at a total cost not to exceed \$1,212,109 for the Fleet Management Department utilizing Florida Sheriffs Association Bid No. 13-11-0904 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Awarding a contract to TruStar Energy, LLC in the amount of \$816,099.70 for the Sanitation Department Compressed Natural Gas Fueling Station; approving a supplemental appropriation in the amount of \$816,100 from the unappropriated balance of the Sanitation Equipment Replacement Fund (4027) (Engineering Project No.12066-114; Oracle Project No.13809); and providing an effective date.

Explanation: The Procurement Department received two bids for the Sanitation Department CNG Fueling Station.

Work includes furnishing all labor, material and equipment necessary to construct a complete and operational permanent Compressed Natural Gas (CNG) fueling station infrastructure at the Sanitation department complex located at 2001 28th Street North. Work includes construction of 29 permanent dual-hose time-fill CNG dispensers in the existing sanitation collection truck parking lot. Work includes concrete pads, piping between the CNG service meter and the portable self contained CNG unit. Work also includes electrical work, including power supply from main electrical service meter to compressor skid; instrumentation work; electrical components, lighting, bollards, fence, gates, erosion and sedimentation control; demolition; excavation, including rock; dewatering; sheeting; fill; compaction; grading; surface restoration; asphalt pavement replacement; miscellaneous piping, pressure testing; concrete work; surface preparation and painting; and miscellaneous metals.

The City's long term renewable energy program includes the conversion of the Sanitation Department fleet to compressed natural gas (CNG). A TECO 12 inch low pressure gas line is located near the Sanitation Department's parking lot. Currently there are 11 collection vehicles in the 79 vehicle collection fleet that operate on CNG. Each year Sanitation will purchase between six and eight new CNG powered units in order to convert its fleet to CNG. Currently the City has a six month agreement with TruStar for the rental of a portable self contained CNG unit that services up to 10 vehicles at one time. To accommodate the current and near future CNG fleet fueling needs, prior to construction of the permanent infrastructure, a 24 month extension of the rental of the portable self contained CNG compression unit will be requested under separate agenda item.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete work within two hundred forty (240) consecutive calendar days thereafter.

Bids were opened on March 6, 2014 and are tabulated as follows:

<u>Bidder</u>	<u>Base Bid</u>
TruStar Energy, LLC (Fontana, CA)	\$816,099.70
Utility Service Co., Inc dba Clean Energy CA Corp (Newport Beach, CA)	\$1,190,038.21

TruStar Energy, LLC, the lowest responsive and responsible bidder has met the requirements of Bid No. 7617 dated January 29, 2014. They have satisfactorily performed similar services for the City of Bonita Springs Utility, Nassau County, and St. Johns County Utility Department in the past. References have been checked and are satisfactory. The Principals of the firm are Adam Comora, Managing Member and Jeff Lucero, Managing Member.

Recommendation: Administration recommends awarding this contract to TruStar Energy, LLC, in the amount of \$816,099.70; and providing an effective date.

Cost/Funding/Assessment Information: Funds will be available after approving a supplemental appropriation in the amount of \$816,100 from the unappropriated balance of the Sanitation Equipment Replacement Fund (4027).

Attachments: Resolution

Approvals:



Administrative

 6-4-14

Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO TRUSTAR ENERGY, LLC IN AN AMOUNT NOT TO EXCEED \$816,099.70 FOR COMPLETION OF THE SANITATION DEPARTMENT COMPRESSED NATURAL GAS FUELING STATION PROJECT (12066-114); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$816,100 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION EQUIPMENT REPLACEMENT FUND (4027) TO THE SANITATION CNG PROJECT (ORACLE NO. 13809); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two bids for the Sanitation Department Compressed Natural Gas Fueling Station Project pursuant to Bid No. 7617 dated January 29, 2014; and

WHEREAS, TruStar Energy, LLC has met the specifications, terms and conditions of Bid No. 7617; and

WHEREAS, the Administration recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the bid and award of an agreement to TruStar Energy, LLC in an amount not to exceed \$816,099.70 for completion of the Sanitation Department Compressed Natural Gas Fueling Station Project is hereby approved the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that the following supplemental appropriation for Fiscal Year 2014 is hereby approved:

<u>Sanitation Equipment Replacement Fund (4027)</u>	
Sanitation CNG Project (Oracle No. 13809)	\$816,100

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)



Budget Department

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Extending the rental term of a portable self-contained CNG fueling station with TruStar Energy, LLC for the Sanitation Department at an estimated amount of \$228,000.

Explanation: On October 18, 2013, a six month rental agreement was awarded to TruStar Energy for the rental of a portable self contained Compressed Natural Gas (CNG) compression unit used to fuel sanitation refuse collection trucks. The item was less than \$100,000 and therefore did not require City Council approval. The rental agreement includes all required service, operational support, and maintenance. Currently there are 11 Sanitation collection trucks in the 79 vehicle fleet that are powered by CNG. Each year Sanitation will purchase between six and eight new CNG powered units in its strategy for eventual full fleet conversion. An extension to the current agreement is required to continue Sanitation Department CNG fueling needs until the permanent station infrastructure construction and compression equipment procurement is completed within approximately 24 months.

The vendor provides service, maintenance and support for the portable unit at a firm fixed monthly price. The unit is located at the Sanitation Complex at 2601 20th Avenue North.

The Procurement Department recommends:

TruStar Energy, LLC (24 months @ \$9,500/month).....\$228,000

The vendor has agreed to hold prices firm under the terms and conditions of IFB No. 7349 dated September 16, 2013. The extension will be effective from date of approval through completion of the permanent station.

Cost/Funding/Assessment Information: Funds are available in the Sanitation Equipment Replacement fund (4027).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING AN EXTENSION OF THE RENTAL TERM OF AN AGREEMENT FOR A PORTABLE SELF-CONTAINED CNG FUELING STATION WITH TRUSTAR ENERGY, LLC FOR A PORTABLE SELF-CONTAINED CNG FUELING STATION FROM SIX MONTHS TO 24 MONTHS AT AN ESTIMATED COST NOT TO EXCEED \$228,000 FOR THE SANITATION DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2013 a six-month rental agreement in an amount under the amount needed for City Council approval, was awarded to TruStar Energy, LLC for rental of a portable self-contained Compressed Natural Gas ("CNG") compression unit used to fuel sanitation refuse collection trucks pursuant to IFB No. 7349 dated September 16, 2013; and

WHEREAS, an extension of the rental agreement for twenty-four (24) months is needed in order for the City to continue the Sanitation Department's CNG fueling needs until a permanent station is completed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an extension of the rental term of the Agreement with TruStar Energy, LLC to 24 months for a portable self-contained CNG fueling station at an estimated amount not to exceed \$228,000 for the Sanitation Department is hereby ratified and approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.; and

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable William Dudley, Chair, and Members of City Council

SUBJECT: Approving a resolution rescinding \$1,400,000 representing an unencumbered appropriation in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027) for the Central Ave Bridge/Booker Creek Project (13720); approving a supplemental appropriation in the amount of \$100,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 11th Ave South Bridge over Booker Creek Project (TBD); approving a supplemental appropriation in the amount of \$1,300,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the M.L. King Street South Bridge over Booker Creek Project (TBD); and providing an effective date.

EXPLANATION: The Central Avenue Bridge over Booker Creek (#157123) is constructed on a shallow foundation system and could be undermined during a substantial storm event. Funding for design and construction of a replacement bridge were included in the FY12 and FY13 Capital Improvement Program.

In 2013, bridge engineering consultant, Kissinger Campo and Associates, completed a Central Avenue Bridge over Booker Creek Bridge Development Report. The report found that the superstructure is in fair condition and recommended a Rehabilitation Option for the bridge abutments as opposed to replacement of the entire bridge. The rehabilitation is to include hardening of the foundation system within the creek channel to arrest further erosion. The estimated cost associated with the recommended rehabilitation option is \$358,000. The proposed rehabilitation should provide more than 15 years of additional service life for this structure. Design of a rehabilitation project is underway with construction planned in 2015.

The M.L. King Street South Bridge over Booker Creek (#157117) and the 11th Avenue South Culvert over Booker Creek (#157235) are programmed in the City's 5-year Capital Improvement Program for funding in 2015 and 2017.

Rehabilitation instead of replacement of the Central Avenue Bridge/Booker Creek Bridge will result in a budget surplus in this project of \$1,400,000. Administration recommends these funds be reappropriated to fund the further engineering evaluations and alternative development for replacement or rehabilitation of the M.L. King Street South Bridge and the 11th Avenue South Culvert.

RECOMMENDATION: Administration recommends rescinding \$1,400,000 representing an unencumbered appropriation in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027) for the Central Ave Bridge/Booker Creek Project (13720); and approving a supplemental appropriation in the amount of \$100,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 11th Ave South Bridge over Booker Creek Project (TBD); and approving a supplemental appropriation in the amount of \$1,300,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the M.L. King Street South Bridge over Booker Creek Project (TBD).

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the rescission of an unencumbered appropriation of \$1,400,000 in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027) for the Central Ave Bridge/Booker Creek Project (13720) and a supplemental appropriation in the amount of \$100,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 11th Ave South Bridge over Booker Creek Project (TBD) and a supplemental appropriation in the amount of \$1,300,000 from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the M.L. King Street South Bridge over Booker Creek Project (TBD).

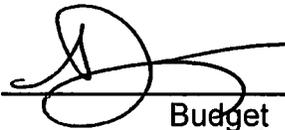
ATTACHMENTS: Resolution

APPROVALS:
hpk

TBG



Administrative



Budget

RESOLUTION NO. _____

A RESOLUTION RESCINDING AN UNENCUMBERED APPROPRIATION IN THE NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (3027) FOR \$1,400,000 FROM THE CENTRAL AVE BRIDGE/BOOKER CREEK PROJECT (13720); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$100,000 FROM THE UNAPPROPRIATED BALANCE OF THE NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (3027), RESULTING FROM THIS RESCISSION, TO THE 11TH AVE SOUTH BRIDGE OVER BOOKER CREEK PROJECT (TBD); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,300,000 FROM THE UNAPPROPRIATED BALANCE OF THE NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (3027), RESULTING FROM THIS RESCISSION, TO THE M.L. KING STREET SOUTH BRIDGE OVER BOOKER CREEK PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's bridge engineering consultant, Kissinger Campo and Associates, completed a Central Avenue Bridge over Booker Creek Bridge Development Report recommending a Rehabilitation Option for the bridge that should provide more than 15 years of additional service life; and

WHEREAS, the M.L. King Street South Bridge over Booker Creek (#157117) and the 11th Avenue South Culvert over Booker Creek (#157235) are programmed in the City's 5-year Capital Improvement Program for funding in 2015 and 2017; and

WHEREAS, rehabilitation instead of replacement of the Central Avenue Bridge/Booker Creek Bridge will result in a budget surplus in this project of \$1,400,000; and

WHEREAS, Administration recommends these surplus funds be reappropriated to fund the further engineering evaluations and alternatives development for replacement or rehabilitation of the M.L. King Street South Bridge over Booker Creek and the 11th Avenue South Bridge over Booker Creek.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the unencumbered appropriation in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,400,000 from the Central Ave Bridge/Booker Creek Project (13720) is hereby rescinded; and

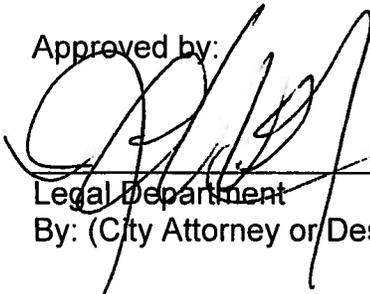
BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, the following supplemental appropriation for Fiscal Year 2014:

Neighborhood and Citywide Infrastructure Capital
Improvements Fund (3027)

11 th Ave South Bridge over Booker Creek Project (TBD)	\$ 100,000
M.L.K. Jr. Street S. Bridge over Booker Creek Project (TBD)	\$1,300,000

This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department

By: (City Attorney or Designee)



Tom Greene
Budget Director

Approved by:



Thomas B. Gibson, P.E.
Engineering Director

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable William Dudley, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute a Utility Work Agreement ("UWA") between the City of St. Petersburg and Condotte/De Moya JV, LLC ("FIRM"), who is under contract with the Florida Department of Transportation ("FDOT") to design and build the Gandy Boulevard Limited Access Road Improvements, at an estimated cost of \$1,700,000 for the required relocation of the City's utilities in conflict with the FDOT's Limited Access roadway, bridge and drainage improvements to Gandy Boulevard (SR 694) from I-275 to east of 4th Street North. FPID # 256931-2-52-01. (Engineering Project No. 14069-111; Oracle Nos. 13853, 13854)

EXPLANATION: In 2013, the FDOT awarded a design/build contract to the FIRM, for the design and construction of a limited access road widening, bridge and drainage improvements within FDOT's right-of-way along Gandy Boulevard (SR 694) from I-275 to east of 4th Street North ("Project"). FPID # 256931-2-52-01.

The Project is currently underway with all design activities scheduled to be completed in 2014. Construction activity commenced in late 2013 and is scheduled to be completed in 2017. The City owns and operates water, reclaimed water and sewer utilities within the FDOT rights of way at 4th Street North and Dr. Martin Luther King Jr. Street North. The FIRM is responsible for managing all utility coordination for the Project, including coordinating the execution and performance under any agreement required for utility work needed in the Project.

This Project requires the replacement and relocation of the City's existing utilities located within FDOT rights of way in conflict with the proposed Project construction. City utilities requiring relocation include approximately 3,165 linear feet of potable water mains; 885 linear feet of reclaimed water mains; 1,440 linear feet of sanitary sewer main, and 1,110 linear feet of sanitary sewer force main, ranging in size from 6-inches to 36-inches in diameter ("Utility Work"). Relocation plans and specifications for the Utility Work have been prepared by the City's consultant Greeley and Hansen, and will be refined as the Project design is finalized. The estimated cost of the Utility Work is One million seven hundred thousand dollars (\$1,700,000).

In order to accomplish the Utility Work efficiently and in a timely manner in accordance with the schedules and phases of the Project, while minimizing expenses for contractor mobilization and traffic control, the City's utility relocation plans may be constructed by the FIRM. In accordance with the terms of the proposed UWA, the FIRM will publicly advertise and competitively bid the Utility Work in three or more phases and administer the construction of the Utility Work. The UWA requires the City to make partial monthly

RESOLUTION NO. 2014-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A UTILITY WORK AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND CONDOTTE/DE MOYA JV, LLC WHO IS UNDER CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO DESIGN AND BUILD THE GANDY BOULEVARD LIMITED ACCESS ROAD IMPROVEMENTS, AT AN ESTIMATED COST OF \$1,700,000 FOR THE REQUIRED RELOCATION OF THE CITY'S UTILITIES IN CONFLICT WITH THE FDOT'S LIMITED ACCESS ROADWAY, BRIDGE AND DRAINAGE IMPROVEMENTS TO GANDY BOULEVARD (SR 694) FROM I-275 TO EAST OF 4TH STREET NORTH FPID # 256931-2-52-01. (ENGINEERING PROJECT NO. 14069-111; ORACLE NOS. 13853, 13854); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2013, the FDOT awarded a design/build contract to Condotte/DeMoya JV, LCC ("Firm") for the design and construction of a limited access road widening, bridge and drainage improvements within FDOT's right-of-way along Gandy Boulevard (SR 694) from I-275 to east of 4th Street North ("Project"); and

WHEREAS, theProject includes the replacement and relocation of 3,165 linear feet of potable water mains; 885 linear feet of reclaimed water mains; 1,440 linear feet of sanitary sewer main, and 1,110 linear feet of sanitary sewer force main owned by the City ("Utility Work"), in order to eliminate conflicts with proposed Project improvements; and

WHEREAS, relocation plans and specifications for the Utility Work have been prepared by the City's consultant Greeley and Hansen and construction costs for the Utility Work are estimated to be \$1,700,000; and

WHEREAS, in order to accomplish the Utility Work efficiently while minimizing expenses, the Utility Work can be included with the FDOT's plans for bidding and construction, upon execution of a Utility Work Agreement ("UWA"); and

WHEREAS, the UWA requires the City to make partial monthly payments to the Firm as the Utility Work proceeds for actual costs of the Utility Work plus five percent (5%) for construction and administration services; and

WHEREAS, the UWA also authorizes the Parties to include City Storm Drainage Improvements within the Project area by amendment to the UWA, subject to City Council's prior 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 Utility Work Agreement between the City of St. Petersburg and Condotte/De Moya JV LLC, who is under contract with Florida Department of Transportation (FDOT) to design and build the Gandy Boulevard Limited Access Road Improvements, at an estimated cost of \$1,700,000 for the required relocation of the City's utilities in conflict with the FDOT's Limited Access roadway, bridge and drainage improvements to Gandy Boulevard (SR 694) from I-275 to east of 4th Street North. FPID # 256931-2-52-01. (Engineering Project No. 14069-111; Oracle Nos. 13853, 13854)

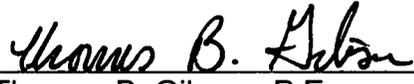
This resolution shall become effective immediately upon its adoption.

Approved by:

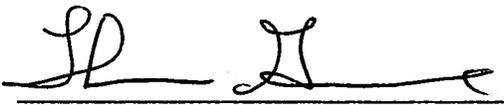


Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering Director



Tom Greene
Budget Director

UTILITY WORK AGREEMENT

THIS UTILITY WORK AGREEMENT (the "Agreement"), entered into the ____ day of _____, 2014, by and between CONDOTTE/DE MOYA JV, LLC, hereinafter referred to as the "FIRM", and the CITY OF ST. PETERSBURG, hereinafter referred to as the "CITY"(collectively the "Parties").

WITNESSETH:

WHEREAS, the Florida Department of Transportation, hereinafter referred to as "FDOT", is constructing, reconstructing, or otherwise changing a portion of a public road, said project being identified as GANDY BOULEVARD from West of Dr. Martin Luther King Jr. Street to East of 4th Street, State Road No. 694 (FDOT Contract Number E7H90), hereinafter referred to as the "Project"; and

WHEREAS, the FDOT and the successful Design/Build entity, selected by FDOT under a Design-Build Maximum Price Request for Proposal ("RFP"), hereinafter referred to as the "FIRM" entered into a Contract for the design and construction of the Project; and

WHEREAS, the CITY owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the FIRM 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 enter into this Agreement to have the Utility Work done concurrent with the Project; and

WHEREAS, this Agreement satisfies the statutory requirements set forth in Section 337.11(7)(a) Florida Statutes and provides for the Utility Work to be accomplished by the FIRM'S qualified contractor or subcontractor as part of the construction of the Project; and

WHEREAS, the CITY, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, in addition to the Utility Work, the City has a Stormwater Improvement Project consisting of a new box culvert crossing 94th Avenue at Tinney Creek, planned for construction in September 2014 ("94th Ave. SDI"); and

WHEREAS, as set forth in the RFP, an area of Oak Street, a County Right-of-way immediately adjacent to and north of Gandy Boulevard, experiences frequent flooding and requires additional storm drainage analysis, design and improvements, hereinafter referred to as the "Oak St. SDI", and

WHEREAS, the CITY has determined that it would be in the best interest of the general public and to the economic advantage of the CITY, County and possibly other contracting entities for the 94th Ave. SDI and the Oak St. SDI to be done concurrent with this Project by engaging the services of the FIRM in accordance with appropriate procurement procedures, upon such terms and conditions as the Parties may agree to by written amendment to the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FIRM and the CITY hereby agree as follows:

1. Term

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the Utility Work by the CITY and upon final payment in accordance with the provisions this Agreement unless otherwise terminated in accordance with the terms of this Agreement.

2. Design of Utility Work

- a. Within seventy-five (75) calendar days of receipt of "Advanced Utility Plans" from the FIRM identifying the need for the relocation of the Facilities, the CITY shall prepare, at its sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, contract Bid Documents and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package"). "Advanced Utility Plans" are those portions of the Project Plans released to the CITY identifying those CITY Facilities in conflict with the Project which require relocation. The Advanced Utility Plans shall include all existing underground utilities, proposed below ground construction, temporary sheet piling and shoring and shall provide sufficient detail to enable the CITY to prepare the Plans Package and to relocate its Facilities to a location within the Project right-of-way. The FIRM may elect to submit a maximum number of three (3) sets of Advanced Utility Plans for separate phases of the Project. Each set of Advanced Utility Plans will be treated in the same manner pursuant to the terms of this Agreement.
- b. The Plans Package shall be in the same format as the CITY'S standard contract documents and shall be suitable for reproduction.

- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work including, but not limited to, all clearing, grubbing, supplemental survey work, permit applications for the Florida Department of Environmental Protection ("FDEP") Collection/Transmission of Domestic Wastewater, FDEP Potable Water Main Extensions and FDOT Utility Work. The FIRM shall actively coordinate with the FDOT regarding the FDOT Utility Permit application review. The Permit applications do not include an Environmental Resource Permit ("ERP"). It is anticipated that the Facilities will be covered by the existing, approved Project ERP.
- d. The Plans Package shall be prepared in compliance with FDOT's Utility Accommodation Manual and FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared. If FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The CITY shall provide a copy of the proposed Plans Package to the FIRM, and to such other right-of-way users as designated by the FIRM for review as required by the FDOT Permit Application and in accordance with Paragraph 2a. of this Agreement.
- f. In the event that the FIRM finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph e. above, the FIRM will notify the CITY in writing of the deficiencies and the CITY will correct the deficiencies and return corrected documents within fifteen (15) calendar days after receipt of the notice. The FIRM's review and approval of the documents shall not relieve the CITY from responsibility for subsequently discovered errors or omissions; provided, however, once the FIRM has approved the Plans Package and the CITY has proceeded to relocate its Facilities in accordance with the approved Plans Package, any subsequent changes or modifications requested by the FIRM including, but not limited to, the relocation of the Facilities, shall be done at the FIRM's sole cost and expense, including any design costs for any such change or modification.
- g. The FIRM shall furnish the CITY such information from the FIRM's files as requested by the CITY; however, the CITY shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package. The CITY will review existing topographic and utility survey prepared by FDOT or their consultants and advise the FIRM of any apparent deficiencies. The FIRM will perform minor subsurface utility engineering to locate specific utilities at the Tinney Creek culvert replacement and at no more than ten (10) other specific utilities. The providing of

information by the FIRM shall not relieve the CITY of this obligation nor transfer any of that responsibility to the FIRM.

- h. The Facilities and the Utility Work will include all utility facilities of the CITY which are located within the limits of the Project, except those located in City rights-of-way or easements which qualify for FDOT/FIRM reimbursement, as generally summarized as follows: Reimbursable 9th Street North 24" Water Main Relocation. These exceptions shall be handled by separate agreement.
 - i. If any Facilities located within CITY rights-of-way or easements within the project limits require relocation after work on the Project commences and are qualified for relocation at the FIRM's expense, but not previously identified as such, the CITY shall file a claim with the FIRM and FDOT for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the CITY to payment, and resolution of the claim shall be based on the CITY providing evidence of an easement or fee property interest in the conflicting area. The discovery of facilities not previously identified as being qualified for relocation at the FIRM's expense shall not invalidate this Agreement.
 - j. The CITY shall fully cooperate with all other right-of-way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FIRM.
 - k. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road under and pursuant to the Utility Permit to be obtained from FDOT by the CITY. The FIRM shall coordinate the issuance of Utility Permits within the Project limits. The CITY and the FIRM shall cooperatively seek approval of any permits required for the Utility Work from any reviewing agency.
 - l. In the event the FIRM identifies a need to relocate Facilities previously relocated pursuant to this Agreement, the FIRM shall bear the entire cost of the subsequent relocation, including, but not limited to, design, permitting and construction costs.
3. Performance of Utility Work
- a. The FIRM shall publicly advertise and obtain competitive bids for the Utility Work shown in each Plans Package and administer and coordinate the construction for the Utility Work with the construction of the Project. The CITY may elect to include the 94th Ave. SDI construction at STA 546+00 (which is referenced in the Project RFP Description of Work, page 7 of 81), as part of the Utility Work under this Agreement.

- b. The FIRM shall execute a construction agreement for the construction of the Utility Work with the lowest qualified, responsive bidder in accordance with the FIRM's requirements and in accordance with the CITY's standard contract provisions, including but not limited to, requirements for indemnification, insurance, performance bonds and warranties. (Construction Agreement) A copy of the CITY's standard contract documents are attached hereto and incorporated by reference herein as Attachment 1.

The CITY shall approve the Construction Agreement for the purposes of accepting and agreeing to the CITY's standard provisions including, but not limited to, indemnification, bonding, warranties and insurance.

- c. If the lowest responsive bid total for performance of the Utility Work exceeds the CITY's official estimate for the Utility Work by more than ten percent (10%), the CITY may elect to perform the Utility Work itself under a separate competitively bid CITY's contract by notifying the FIRM in writing within fifteen (15) days from the date that the CITY is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FIRM's contractor.
- d. The CITY shall perform all engineering inspections and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, and will furnish the FIRM with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FIRM procedures.
- e. Inspection, monitoring, and reporting to be performed by the CITY in accordance with Subparagraph 3.d., the FIRM will perform all contract administration for its construction contract for the Utility Work.
- f. The CITY shall fully cooperate with the FIRM and the FIRM's contractor in all matters relating to the performance of the Utility Work.
- g. The FIRM's engineer has full authority over the Project and the CITY shall be responsible for coordinating and cooperating with the FIRM's engineer. In so doing, the CITY shall make such adjustments and changes in the Plans Package as the FIRM's engineer shall determine are necessary and reasonable for the prosecution of the Project.

- h. The CITY shall not make any changes to the Plans Package after the bid date, except by addendum and with prior approval by the Firm. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FIRM.
- i. The FIRM shall require the FIRM's contractor and/or subcontractors to indemnify, hold harmless, pay on behalf of and defend the CITY and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Project or the Utility Work.
- j. The FIRM shall require the contractor performing the Utility Work to provide a dual obligee bond in the full amount of the Utility Work naming the CITY as dual obligee.
- k. The FIRM shall require the contractor performing the Utility Work to provide insurance coverage with the CITY named as additional insured in the sum of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

4. Cost of Utility Work

- a. The CITY shall be responsible for all costs of the Utility Work and all reasonable costs associated with any adjustments or changes to the Utility Work determined by the FIRM's engineer to be necessary, including, but not limited to, the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FIRM.
- b. The CITY's preliminary estimate of the construction cost of the Utility Work is One million and seven hundred thousand dollars (\$1,700,000).
- c. The CITY will pay to the FIRM an amount equal to the actual cost of the Utility Work performed plus five per cent (5%) for bidding, administrative costs, tabulation of quantities, final estimate processing and Project accounting.
- d. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to the obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

5. Payments

a. Partial Payment

The CITY will make partial payments monthly as the Utility Work proceeds on estimates approved by the FIRM's Engineer. The second and subsequent monthly payment requests shall be accompanied by a release of lien signed by subcontractors and/or material suppliers. Copies of the payment request and the release of liens shall be filed with the CITY and shall be validated prior to payment approval. The FIRM shall furnish a breakdown for each category of the Utility Work, in such detail as requested, to provide a basis for determining partial payments. In the preparation of estimates the Engineering & Capital Improvements Director may authorize materials delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than site may also be taken into consideration if:

- (1) Consideration is specifically authorized by the Construction Agreement; and
- (2) The FIRM furnishes satisfactory evidence that its contractor has acquired title to such materials and that the materials will be used to perform the Utility Work.

In making these partial payments, there shall be retained ten percent (10%) of the estimated amount until Final Completion and acceptance of Utility Work with a completion time of six (6) months or less. The Engineering & Capital Improvements Director shall retain an amount that the CITY considers adequate protection of the CITY and may release to the FIRM all or a portion of any excess amount. Retainage amounts may be reduced if the Contractor demonstrates compliance with the CITY's Construction Incentive Program ordinance requirements to reduce unemployment and underemployment in St. Petersburg and Pinellas County. Also, on completion and acceptance of each separate building, public work, or other division of the Construction Agreement, for which the price is stated separately in the Construction Agreement, payment may be made for the completed Utility Work without retention of a percentage.

The CITY will make payment to the FIRM not later than fifteen (15) days after CITY's approval of an estimate of the Utility Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the FIRM's responsibility at all times to monitor the total constructed quantities of all unit-priced Utility Work and to promptly bring to the attention of the CITY any Utility Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Proposal. Any Utility Work performed by the FIRM's Contractor in excess of the estimated quantity, without permission from the CITY's engineer, may be done at the FIRM's Contractor's expense.

Monthly payment requests may include the submittal of As-Built drawings in accordance with the Article titled AS-BUILT DRAWINGS of the General Conditions.

b. Payment for Materials Stored On- and Off-Site

In general, the CITY will not pay for materials stored on- or off-site, unless the Technical Specifications specifically stipulate that payment will be made for the materials before being incorporated into the Utility Work and that the conditions established herein have been met.

c. Payment for Materials Stored Off-Site

The CITY, if stipulated in the Technical Specifications, will consider providing payment for materials or equipment stored off-site provided the following conditions are met:

- (1) The materials or equipment is in conformity with approved Shop Drawings and has been inspected by the CITY's Engineer;
- (2) The materials or equipment is to be specifically manufactured for the Utility Work and cannot be readily utilized or diverted to another project;
- (3) The fabrication period is greater than six months;
- (4) The storage of materials or equipment shall meet the CITY's requirements for security, bonding, licensing, and title;
- (5) The CITY reserves the right to make payment on a progress or total basis of up to seventy-five per cent (75%) of the invoice amount, to be paid in full or monthly installments;
- (6) The FIRM shall furnish evidence that materials or equipment, suitably stored and paid by the CITY, has been paid in full and that the Contractor has good title to the materials or equipment, free of liens, claims, or encumbrances. This proof shall be submitted to the CITY within thirty (30) days of receipt of payment by the CITY for the materials or equipment.
- (7) The FIRM shall furnish a breakdown of labor and materials at the time of submittal of schedule of values.

d. Payment for Materials Delivered On-Site

The CITY, if stipulated in the Technical Specifications, will consider payment for special materials delivered to the site, at the rate of seventy-five per cent (75%) of the invoice cost, provided such materials have been inspected and found to meet the

Technical Specifications. Said materials shall meet the applicable conditions as specified for payment for materials stored off-site. The balance of such invoice value will be paid when such materials incorporated into them become part of the Utility Work.

e. The City's Right to Decline, Reduce or Delay Payments

The CITY may, with prior notice to the FIRM, decline, reduce, or delay the processing of payment requests or (because of subsequently discovered evidence or subsequent observations), may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the CITY's opinion to protect the CITY from loss because of one or more of the following conditions:

- (1) Defective or damaged Utility Work not being expediently remedied;
- (2) Third party claims filed or evidence indicating probable filing of such claims;
- (3) Failure of the Contractor to promptly pay Subcontractors for labor or materials;
- (4) Evidence that the Utility Work cannot be completed for the unpaid balance of the Construction Agreement;
- (5) Damage to the CITY or another Contractor;
- (6) Persistent failure to carry out the Utility Work in accordance with the Construction Agreement Documents;
- (7) Persistent failure to comply with orders of the CITY;
- (8) Evidence that liquidated damages will be assessed the Contractor, and/or;
- (9) Failure of the Contractor to accelerate its Utility Work to get back on schedule.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

f. Final Payment

After the FIRM's Contractor has completed all Utility Work and made all final inspection punch list corrections to the satisfaction of the CITY's Engineer, and delivered all operation and maintenance instructions, schedules, guarantees, warranties, bonds, test results, as-built drawings, operations and maintenance manuals, records, occupancy permits, sworn affidavits, final release of lien(s), and Consent of Final Payment from the Surety company; and has submitted all other documents as required by the Construction Agreement Documents, it may make application for Final Payment.

Upon completion and submittal of such, the unpaid balance of the Construction Agreement will be paid to the FIRM within thirty (30) days of the date of the Engineer's approval.

There exists the possibility in a unit price contract that the quantities of Utility Work listed on a partial contract payment may vary from the actual quantities of Utility Work performed, but the Final Payment estimate for the Construction Agreement shall reflect fully and accurately the total quantities of Utility Work actually performed. The CITY's Engineer will request from the Contractor a statement that shall bring to the attention of the Engineer any discrepancies that may exist between quantities computed by the Contractor and those being listed on the final estimate for payment.

The making and acceptance of Final Payments shall constitute:

A waiver of all claims by the CITY against the FIRM, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Construction Agreement Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the CITY of any rights in respect of the FIRM'S or the Contractor's continuing obligations under the Construction Agreement Documents.

A waiver of all claims by the FIRM against the CITY.

Within one hundred eighty (180) days of final payment to the Contractor for the Utility Work, the FIRM shall complete a final and complete accounting of all cost incurred in connection with the Utility Work performed hereunder and shall notify the CITY of the final costs. All Project cost records and accounts shall be subject to audit by a representative of the CITY for a period of three (3) years after final close out of the Project.

6. Claims Against CITY

- a. In the event the FIRM's Contractor provides a notice of intent to make an error and omissions or other claim against the FIRM relating to the Utility Work, the FIRM will notify the CITY of the notice of intent and the CITY will thereafter keep and maintain daily field reports and all other records relating to the intended claim. The CITY will not be responsible for after the fact requests for additional compensation related to the Utility Work.
- b. In the event the FIRM's Contractor makes any claim against the FIRM relating to the Utility Work, the FIRM will notify the CITY of the claim and the CITY will

cooperate with the FIRM in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the CITY and the FIRM's Contractor shall be in writing, shall be subject to written FIRM concurrence and shall specify the extent to which it resolves the claim against the FIRM.

7. Default

a. In the event that the CITY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FIRM may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the FIRM.

(2) Pursue a claim for damages suffered by the FIRM.

(3) Pursue any other remedies legally available.

b. In the event that the FIRM breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the CITY may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the CITY.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies the CITY may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

8. Force Majeure

Neither the CITY nor the FIRM shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

9. Indemnification

The FIRM shall indemnify, defend, and hold harmless the CITY and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, error, neglect, or omission by the FIRM, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which CITY or said parties may be subject, except that neither the FIRM, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to person(s) or property directly caused by or resulting from the negligence of the CITY or any of its officers, agents, or employees during the performance of this Agreement.

10. Public Records.

- a. The FIRM shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the CITY in order to perform the services pursuant to this Agreement; (ii) subject to subsection b. below, provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the FIRM within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by FIRM shall be provided to the CITY in a format approved by the CITY.
- b. The FIRM shall immediately notify the City Clerk in writing after receiving a public records request. The FIRM shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all CITY policies and procedures regarding public records.
- c. Nothing in this Agreement shall be construed to affect or limit the FIRM's obligations including but not limited to FIRM's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

11. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.

- b. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the Parties understand and agree that the FIRM has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- c. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The CITY shall have a continuing obligation to notify each District of the FIRM of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the CITY:

Thomas Gibson, P.E.
Director of Engineering and Capital Improvements
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

If to the FIRM:

Andres G. Mendoza, P.E.
Condotte /de Moya JV, LLC
10790 NW 127th Street
Medley, FL 33178

- e. This Agreement embodies the entire agreement between the Parties. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both Parties.
- f. The Parties may agree to include the 94th Ave. SDI and the Oak St. SDI projects in the work to be performed by the FIRM by written amendment to this Agreement.

g. All Deliverables shall be made available to the City upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.

IN WITNESS WHERE OF, the Parties hereto have executed this Agreement effective the day and year first written.

CITY OF ST. PETERSBURG:

By: _____ DATE: _____
(Typed Name: _____)
(Typed Title: _____)

ATTEST: _____ (SEAL)
Eva Andujar, City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)

CONDOTTE/DE MOYA JV, LLC, a Florida limited liability company:

By: _____ DATE: _____
826 S-2, INC., a Florida Corporation
Manager
Armando de Moya, Director

**SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014**

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Approving the purchase of replacement sport utility vehicles from Don Reid Ford, Inc. for the Fleet Management Department at a total cost of \$421,760.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 13-21-0904. The vendor will furnish and deliver 20 sport utility vehicles (SUVs) with power windows and door locks, air conditioning, tilt steering, cruise control and am/fm radios. Eleven vehicles with 2.5L 4-cylinder gasoline engines will be used by Engineering and Capital Improvements, Sanitation and Water Resources departments to transport employees to job sites. Nine vehicles with 3.5L V-6 cylinder gasoline engines will be assigned to the Police, Water Resources, Parks and Recreation departments and will be used to transport personnel and to conduct criminal investigations and crime scenes.

The new vehicles, with life expectancies of 6 years or more, are replacing 7 to 13-year-old units with original base purchase prices ranging from \$14,757 to \$23,890 each. The old vehicles have reached the end of their economic useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid 13-21-0904:

Don Reid Ford, Inc.					\$421,760
SUVs, Mid-size, Ford Explorer (base)	2 EA	@	24,948	\$	49,896
SUVs, Mid-size, Ford Explorer (base)	7 EA	@	23,231		162,617
SUVs, Small-size, Ford Escape (base)	11 EA	@	18,198		200,178
Options:					
Heavy Duty Towing Package	1 EA	@	569		569
Third Key	20 EA	@	225		4,500
New City Tag	20 EA	@	200		4,000
					\$421,760

Don Reid Ford, Inc. has met the specifications, terms and conditions of the Florida Sheriffs Association Bid No. 13-21-0904 effective through September 30, 2014. This purchase is made in accordance with Section 2-256 (c) of the Procurement Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Management Department, Fleet Mechanical Costs (8002527).

Attachments: Resolution

Approvals:


Administrative


Budget

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT SPORT UTILITY VEHICLES AT A TOTAL COST NOT TO EXCEED \$421,760 FROM DON REID FORD, INC. FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING FLORIDA SHERIFFS ASSOCIATION BID NO. 13-21-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace sport utility vehicles that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-243(e) of the City Code the City is permitted to utilize competitively bid proposals or contracts secured by State, County or municipal government when it is in the best interest of the City; and

WHEREAS, Don Reid Ford, Inc. has met the specifications, terms and conditions of Florida Sheriffs Association Bid No. 13-21-0904; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to Don Reid Ford, Inc. for the purchase of sport utility vehicles at a total cost not to exceed \$421,760 for the Fleet Management Department utilizing Florida Sheriffs Association Bid No. 13-21-0904 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

**SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014**

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Approving the purchase of replacement pumps from Thompson Pump and Manufacturing Company, Inc., for the Fleet Management Department at a total cost of \$289,664.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 13-11-0904. The vendor will furnish and deliver six trailer mounted vacuum assisted jet pumps. Four pumps are equipped with 4-cylinder 72 horse power diesel engines and two are equipped with 4-cylinder 37 horse power diesel engines. These pumps will be used out in the field to bypass water line when they are being repaired.

The new pumps have life expectancies of 10 years and will be assigned to the Water Resources Department. They will replace 14 year-old units that have reached the end of their useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid No. 13-11-0904:

Thompson Pump and Manufacturing Company, Inc.....\$289,664

Pump, Mobile, Vacuum-Assisted, Jet, Thompson Model No. EP 250 (base)	6	EA	@	\$ 32,906.00	\$197,436.00
Options: Add Equipment Package	1	EA	@	112,638.00	112,638.00
Options: Delete Equipment Package	1	EA	@	(20,410.00)	(20,410.00)

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Bid No. 13-11-0904 effective through September 30, 2014. This purchase is made in accordance with Section 2-256 (c) of the Procurement Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Management, Fleet Mechanical Cost (8002527) Water Resources Fund (4001) (4202205).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT PUMPS FROM THOMPSON PUMP AND MANUFACTURING COMPANY, INC. AT A TOTAL COST NOT TO EXCEED \$289,664 FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING FLORIDA SHERIFFS ASSOCIATION BID NO. 13-11-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace pumps that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-243(e) of the City Code the City is permitted to utilize competitively bid proposals or contracts secured by State, County or municipal government when it is in the best interest of the City; and

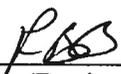
WHEREAS, Thompson Pump and Manufacturing Company, Inc. has met the specifications, terms and conditions of Florida Sheriffs Association Bid No. 13-11-0904; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to Thompson Pump and Manufacturing Company, Inc. for the purchase of replacement pumps at a total cost not to exceed \$289,664 for the Fleet Management Department utilizing Florida Sheriffs Association Bid No. 13-11-0904 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Awarding blanket purchase agreements to Jim and Slims Tool Supply, Inc., MGA Engineering Corp., Fastenal Company and Bert Lowe Supply Company for industrial supplies in an amount not to exceed \$135,000.

Explanation: The vendors will furnish and deliver hand tools such as shovels, rakes, hammers, saws, screwdrivers, and pliers. They will also furnish and deliver hardware items such as flashlights, abrasives, rope, lubricants and spray paint. These items are stocked at the Consolidated Warehouse (CW).

The Procurement Department recommends for award:

Industrial Supplies.....\$135,000

- Jim and Slims Tool Supply, Inc. (Largo, FL)
- MGA Engineering Corp. (Largo, FL)
- Fastenal Company (Winona, MN)
- Bert Lowe Supply Company (Lakeland, FL)

The vendors have met the requirements of Bid No. 7623 dated February 4, 2014. Blanket Purchase Agreements will be issued and will be binding only for actual quantities ordered. The agreements will be effective through July 31, 2015 with three one-year renewal options. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of \$135,000 during the initial term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Materials Management (5031), Default (0000000).

Attachments: Resolution

Approvals:



 Administrative



 Budget

A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF ONE-YEAR AGREEMENTS (BLANKET AGREEMENTS) WITH THREE ONE-YEAR RENEWAL OPTIONS TO JIM AND SLIM'S TOOL SUPPLY, INC., MGA ENGINEERING CORP., FASTENAL COMPANY, AND BERT LOWE SUPPLY COMPANY IN AN AMOUNT NOT TO EXCEED \$135,000 FOR INDUSTRIAL SUPPLIES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received eleven bids for industrial supplies pursuant to Bid No. 7623 dated February 4, 2014; and

WHEREAS, Jim and Slim's Tool Supply, Inc., MGA Engineering Corp., Fastenal Company, and Bert Lowe Supply Company have met the specifications, terms and conditions of Bid No. 7623; and

WHEREAS, the Procurement & Supply Management Department recommends approval of these awards.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the bid and award of one-year agreements (Blanket Agreements) with three one-year renewal options to Jim and Slim's Supply, Inc., MGA Engineering Corp., Fastenal Company, and Bert Lowe Supply Company in an amount not to exceed \$135,000 for industrial supplies are hereby approved and the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate these transactions; and

BE IT FURTHER RESOLVED that these agreements will be effective through July 31, 2015.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Renewing blanket purchase agreements to Alba Cleaning, Inc. for custodial services at an estimated annual cost of \$115,000.

Explanation: On June 16, 2011 City Council approved three-year agreements with Alba Cleaning and JT Bay LLC dba Performance Cleaning Group. JT Bay LLC went out of business without warning on July 31, 2013. Alba Cleaning, Inc., the second low bidder, began providing custodial services at the locations awarded to JT Bay LLC. Under the renewal of contract clause, the City reserves the right to extend the contract for a two one-year periods if mutually agreeable. This is the first renewal.

The contractor provides cleaning services for 12 locations. Services include emptying trash, mopping and waxing floors, vacuuming and spot cleaning carpets, dusting furniture, washing windows, and cleaning and sanitizing restrooms, showers and drinking fountains. The contractor will provide cleaning supplies for some locations as specified.

The Procurement Department recommends renewal:

Alba Cleaning, Inc (Bradenton, FL, SBE).....\$115,000

The contractor has agreed to hold prices firm under the terms and conditions of RFP No. 7032A dated March 15, 2011. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in monthly cost per location. The vendor is also a certified SBE. The renewal will be effective from date of approval through June 30, 2015.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) [\$70,000] Library branches (200-1145, 1153, 1157, 1161), Fire Department (1501485), Golf Course Operating Fund (4061) Mangrove Bay Business (6302477) [\$16,000] and Sanitation Operating Fund (4021) Sanitation Administration (4502237) [\$15,000].

Attachments: Resolution

Approvals:


Administrative
By: 


Budget

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH ALBA CLEANING INC. FOR CUSTODIAL SERVICES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$115,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 16, 2011 City Council approved the award of three-year agreements (Blanket Agreements) with two one-year renewal options to Alba Cleaning Inc. ("Alba") and JT Bay LLC, d/b/a Performance Cleaning Group ("JT Bay LLC") for cleaning services pursuant to RFP No. 7032A dated March 15, 2011; and

WHEREAS, JT Bay LLC went out of business on July 31, 2013 and Alba began providing the services at the locations that had been awarded to JT Bay LLC; and

WHEREAS, the City desires to exercise the first one-year renewal option of the Agreement with Alba Cleaning Inc. to provide services for the locations initially awarded to it and those that had been awarded to JT Bay LLC; and

WHEREAS, the Procurement & Supply Management Department recommends renewal of the Agreement; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal of the Agreement (Blanket Agreement) with Alba Cleaning Inc. for custodial services at an estimated annual cost not to exceed \$115,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that this Agreement will be effective from the date of approval through June 30, 2015.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Approving an Invitation for Bids ("IFB") for the processing and marketing of single-stream, collected recyclable materials and requesting Administration to issue said IFB, and providing that this Resolution shall supersede Resolution 2014-75.

Explanation: On February 20, 2014, Administration presented to City Council recommendations for implementation of a residential universal curbside recycling program. After the presentation and discussion, City Council adopted Resolution No. 2014-75, which is attached hereto.

Following the presentation, Administration determined that it would be in the City's best interest to implement residential universal recycling in St. Petersburg through two (2) separate solicitations. The first solicitation will be for the processing and marketing of single-stream, collected recyclable material. The successful contractor will process and market recyclable materials, and the City will receive a percentage of revenue from sale of such recyclable materials.

The second solicitation will be for a contractor to provide collection services and delivery of collected recyclable materials to the processing and marketing contractor. This solicitation cannot occur until the City receives bids for the processing and marketing of single-stream, collected recyclable materials. This successful contractor shall also be responsible for providing the recycling containers to residents.

While discussing the City's new procurement code at the April 24, 2014 meeting of the Budget, Finance and Taxation Council Committee, the committee agreed to discuss (at a future date) certain provisions and requirements that the City may wish to require of all potential bidders, offerors and contractors who do business with the City. This is why special provisions such as the requirement that the selected entity must provide full-time jobs with health insurance and abide by the premise of the City's local hiring ordinance were not added to this IFB.

Administration plans to issue the IFB for the processing and marketing of single-stream, collected recyclable materials in accordance with its current operating procedures (i.e., without the restrictions set forth in Resolution 2014-75) within the next few weeks.

Attachments: A proposed Resolution for approval by City Council; and
Resolution 2014-75

Approvals:



Administrative

A RESOLUTION APPROVING AN INVITATION FOR BIDS ("IFB") FOR THE PROCESSING AND MARKETING OF SINGLE-STREAM, COLLECTED RECYCLABLE MATERIALS; REQUESTING ADMINISTRATION TO ISSUE SAID IFB; PROVIDING THAT THIS RESOLUTION SHALL SUPERSEDE RESOLUTION 2014-75; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Council, the Mayor and his Administration desire a residential universal curbside recycling program in St. Petersburg; and

WHEREAS, on February 20, 2014, after a presentation from Administration and discussion, City Council approved Resolution 2014-75, which requested Administration to proceed with an RFP for recycling services with certain provisions; and

WHEREAS, after the presentation to City Council, Administration determined that it would be in the City's best interest to solicit residential universal recycling services through two (2) separate invitations for bids ("IFBs") (e.g., a processing and marketing IFB, and a pick-up and delivery IFB); and

WHEREAS, at its April 24, 2014 meeting, the Budget, Finance and Taxation Council Committee agreed to discuss (at a future meeting) certain provisions and requirements that the City may wish to require of or impose on potential bidders, offerors and contractors who do business with the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an invitation for bids ("IFB") for the processing and marketing of single-stream, collected recyclable materials is hereby approved.

BE IT FURTHER RESOLVED that this Council hereby requests Administration to issue said IFB.

BE IT FURTHER RESOLVED that this resolution supersedes Resolution 2014-75.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal:

Final - 195672v5

Administration:

NO. 2014-75

A RESOLUTION REQUESTING THE
ADMINISTRATION TO PROCEED WITH AN
RFP FOR RECYCLING SERVICES;
PROVIDING FOR CERTAIN PROVISIONS;
AND PROVIDING AN EFFECTIVE DATE.

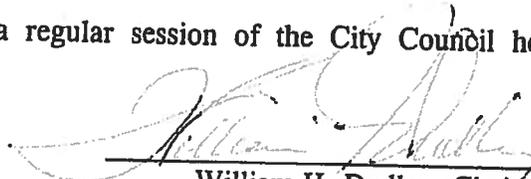
BE IT RESOLVED by the City Council of the City of St. Petersburg that the City Council hereby requests the City Administration to proceed with an RFP for recycling services; and

RFP: BE IT FURTHER RESOLVED that the following provisions be included in the

- The entity selected provide full-time jobs with health insurance; and
- Abide by the premises of the City's local Hiring Ordinance.

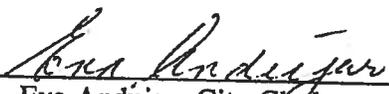
This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 20th day of February, 2014.



William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:


Eva Andujar, City Clerk



Elb

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a First Amendment to License Agreement with Beach Drive Banquet, LLC, a Florida limited liability company, to extend its use of the North Yacht Basin and the surrounding areas known as Space No. EX500 ("Premises") to rent and operate vessels for a period of one (1) year for a monthly base rent of \$500.00, with the right to request use of the Premises for an additional term of (1) year; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management Department received a request from Jessica Tonzola, owner of Beach Drive Banquet, LLC ("User"), asking the City to extend its Agreement for continued use of the land and water space in the North Yacht Basin known as Space No. EX500 ("Premises") to rent and/or operate pontoon boats, fishing boats, kayaks, electric boats and a sailboat ("Vessels") for instructional purposes, fishing, tours, rides and excursions, including the sale of tickets and loading and unloading of passengers, for another year. Through the adoption of Resolution No. 2013-298 on August 1, 2013, City Council approved a one-year License Agreement ("Agreement"), with extensions for up to two (2) successive one (1) year terms, that provided the User the right to occupy the Premises for the primary purpose of renting and operating Vessels for instructional purposes, fishing, tours, rides and excursions, subject to approval by City Council.

The User has executed the proposed First Amendment to the License Agreement ("Amendment") for a term of one (1) year with the terms and conditions providing the User with the same basic rights and privileges it has enjoyed during the preceding term with the right to request an extension for an additional term of one (1) year, subject to City Council approval. The User shall continue paying the City base rent in the amount of five hundred dollars (\$500.00) per month, in addition to paying a monthly percentage fee at a rate of seven percent (7%) of all monthly gross sales exceeding \$10,000.00 per month. The User is responsible for maintenance of the Premises, including the sidewalks, lighting, utilities, docks, fenders, pilings, fencing, equipment (collectively "Facilities"), and keeping these areas clean of all trash and debris. The User is responsible for utilities and other services for the Premises including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. The User may sell the following items aboard the Vessels: beer, wine, soft drinks, coffee and snacks provided that User has obtained and provided to the City copies of all necessary licenses, permits, certifications and authorizations. Additionally, the User will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per

occurrence and \$2,000,000 in the aggregate, marine protection and indemnity insurance with a minimum limit of \$1,000,000 per occurrence, and liquor liability insurance with a minimum limit of \$1,000,000 per occurrence protecting the City against all claims or demands that may arise or be claimed on account of the User's use of the Premises.

The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination. Under the terms of the Agreement, "the City is under no obligation to locate or provide to User any replacement Premises or Facilities under any circumstances."

Pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Parks and Waterfront Property Map for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-P) Downtown Center-Park.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a First Amendment to License Agreement with Beach Drive Banquet, LLC, a Florida limited liability company, to extend its use of the North Yacht Basin and the surrounding areas known as Space No. EX500 ("Premises") to rent and operate vessels for a period of one (1) year for a monthly base rent of \$500.00, with the right to request use of the Premises for an additional term of (1) year; and to execute all documents necessary to effectuate same; and providing an effective date

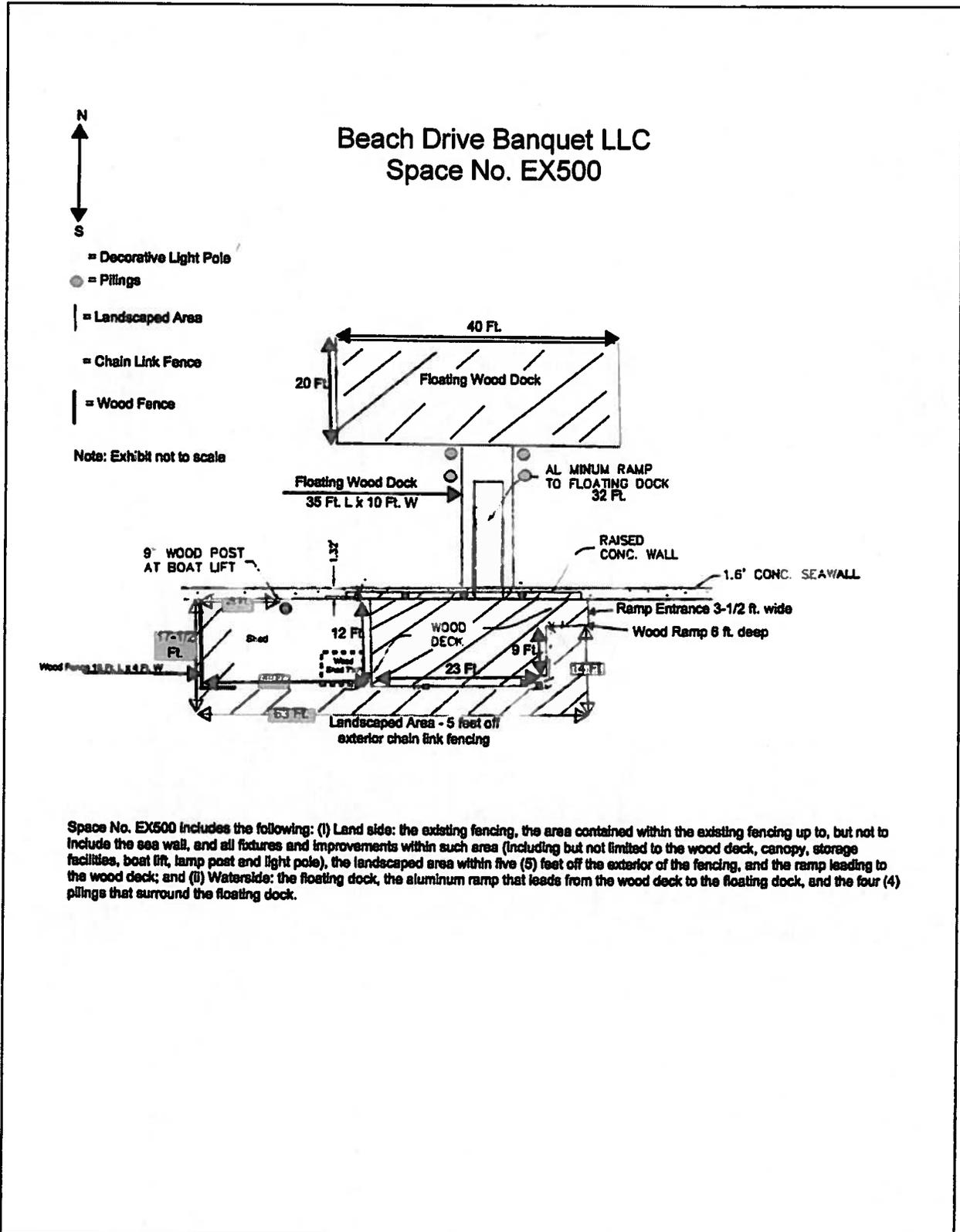
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 
Budget: N/A
Legal: 

(As to consistency w/attached legal documents)
Legal: 00195222.doc V. 2

ILLUSTRATION



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO LICENSE AGREEMENT WITH BEACH DRIVE BANQUET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO EXTEND ITS USE OF THE NORTH YACHT BASIN AND THE SURROUNDING AREAS KNOWN AS SPACE NO. EX500 ("PREMISES") TO RENT AND OPERATE VESSELS FOR A PERIOD OF ONE (1) YEAR FOR A MONTHLY BASE RENT OF \$500.00, WITH THE RIGHT TO REQUEST USE OF THE PREMISES FOR AN ADDITIONAL TERM OF (1) YEAR; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received a request from Jessica Tonzola, owner of Beach Drive Banquet, LLC ("User"), asking the City to extend its Agreement for continued use of the land and water space in the North Yacht Basin known as Space No. EX500 ("Premises") to rent and/or operate pontoon boats, fishing boats, kayaks, electric boats and a sailboat ("Vessels") for instructional purposes, fishing, tours, rides and excursions, including the sale of tickets and loading and unloading of passengers, for another year; and

WHEREAS, through the adoption of Resolution No. 2013-298 on August 1, 2013, City Council approved a one-year License Agreement ("Agreement"), with extensions for up to two (2) successive one (1) year terms, that provided the User the right to occupy the Premises for the primary purpose of renting and operating Vessels for instructional purposes, fishing, tours, rides and excursions, subject to approval by City Council; and

WHEREAS, the User has executed the proposed First Amendment to the License Agreement ("Amendment") for a term of one (1) year with the terms and conditions providing the User with the same basic rights and privileges it has enjoyed during the preceding term, with the right to request an extension for an additional term of one (1) year, subject to City Council approval; and

WHEREAS, the User shall continue to pay the City base rent in the amount of five hundred dollars (\$500.00) per month, in addition to paying a monthly percentage fee at a rate of seven percent (7%) of all monthly gross sales exceeding \$10,000.00 per month; and

WHEREAS, the User is responsible for maintenance of the Premises, including the sidewalks, lighting, utilities, docks, fenders, pilings, fencing, equipment (collectively "Facilities"), and keeping these areas clean of all trash and debris; and

WHEREAS, the User is responsible for utilities and other services for the Premises including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, the User may sell the following items aboard the Vessels: beer, wine, soft drinks, coffee and snacks provided that User has obtained and provided to the City copies of all necessary licenses, permits, certifications and authorizations; and

WHEREAS, the User will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, marine protection and indemnity insurance with a minimum limit of \$1,000,000 per occurrence, and liquor liability insurance with a minimum limit of \$1,000,000 per occurrence protecting the City against all claims or demands that may arise or be claimed on account of the User's use of the Premises; and

WHEREAS, the Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination. Under the terms of the Agreement, "the City is under no obligation to locate or provide to User any replacement Premises or Facilities under any circumstances"; and

WHEREAS, pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Parks and Waterfront Property Map for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (DC-P) Downtown Center-Park.

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 License Agreement with Beach Drive Banquet, LLC, a Florida limited liability company, to extend its use of the North Yacht Basin and the surrounding areas known as Space No. EX500 ("Premises") to rent and operate vessels for a period of one (1) year for a monthly base rent of \$500.00, with the right to request use of the Premises for an additional term of (1) year; and to execute all documents necessary to effectuate same.

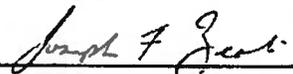
This Resolution shall become effective immediately upon its adoption.

LEGAL:



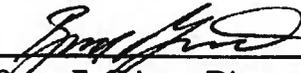
City Attorney (Designee)
Legal: 00195222.doc V. 2

APPROVED BY:



Joseph F. Zeoli, Director
Downtown Enterprise Facilities

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Pinellas Opportunity Council, Inc., a not-for-profit corporation, for use of ±512 sq. ft. of office space and classroom/lobby areas within City-owned Enoch Davis Center located at 1111 – 18th Avenue South, St. Petersburg, for a period of three (3) years, at a rental rate of \$102.40 per month, plus \$20.00 per month for telephone line access; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from Pinellas Opportunity Council, Inc. (“POC”), to enter into a new license agreement for another three (3) year term for the use of ±165 sq. ft. of office space and ±347 sq. ft. of lobby and classroom areas (±512 sq. ft.) to administer its Emergency Assistance and other various community service programs within the Enoch Davis Center located at 1111 – 18th Avenue South, St. Petersburg, that POC has utilized since 2004.

POC has executed a new License Agreement (“Agreement”), for a term of thirty-six months (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate will be \$102.40 per month and \$20.00 per month for telephone line access during the entire term. The Licensee is responsible for daily cleaning and removal of all trash and debris in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises. The Agreement may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination.

Under the terms of the License, the City is under no obligation to provide a replacement facility under any circumstances. The subject property is zoned Neighborhood Traditional Single-Family - 2 (NT-2).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Pinellas Opportunity Council, Inc., a not-for-profit corporation, for use of ±512 sq. ft. of office and classroom/lobby areas within City-owned Enoch Davis Center located at 1111 - 18th Avenue South, St. Petersburg, for a period of three (3) years, at a rental rate of \$102.40 per month, plus \$20.00 per month for telephone line access; and to execute all documents necessary to effectuate same and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 
Budget: N/A
Legal: 
(As to consistency w/attached legal documents)
Legal: 00195217.doc V. 1

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH PINELLAS OPPORTUNITY COUNCIL, INC., A NOT-FOR-PROFIT CORPORATION, FOR USE OF ±512 SQ. FT. OF OFFICE SPACE AND CLASSROOM/LOBBY AREAS WITHIN CITY-OWNED ENOCH DAVIS CENTER LOCATED AT 1111 - 18TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS, AT A RENTAL RATE OF \$102.40 PER MONTH AND \$20.00 PER MONTH FOR TELEPHONE LINE ACCESS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas Opportunity Council, Inc. ("Licensee") desires to continue its use of office space (consisting of ±512 sq. ft.) to administer its Emergency Assistance and other various community service programs within the Enoch Davis Center located at 1111 - 18th Avenue South, St. Petersburg; and

WHEREAS, the proposed License Agreement will be for a term of thirty-six (36) months, at a rental rate of \$102.40 per month and \$20.00 per month for telephone line access during the entire term; and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than thirty (30) days prior to the scheduled date of termination; and

WHEREAS, the Licensee is responsible for daily cleaning and removal of all trash and debris in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises; and

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

WHEREAS, the subject property is zoned Neighborhood Traditional Single-Family - 2 (NT-2).

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a License Agreement with Pinellas Opportunity Council, Inc., a not-for-profit corporation, for use of ±512 sq. ft. of office space and classroom/lobby areas within City-owned Enoch Davis Center located at 1111 – 18th Avenue South, St. Petersburg, for a period of three (3) years, at a rental rate of \$102.40 per month, plus \$20.00 per month for telephone line access; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)
Legal: 00195217.doc V. 1

APPROVED BY:



Bruce E. Grimes, Director
Real Estate & Property Management

APPROVED BY:



Sherry McBee, Administrator
Leisure Services

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair and Members of City Council

SUBJECT: A resolution approving the School Board of Pinellas County's ("School Board") request to add additional fencing to a portion of Parcel 1 of the Joint Operating Agreement between the City of St. Petersburg and the School Board for the use of a portion of City-owned Campbell Park; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from the School Board of Pinellas County ("School Board") to add additional fencing for student safety purposes within the premises that it currently utilizes under the Joint Operating Agreement between the City of St. Petersburg ("City") and the School Board ("Agreement") for the use of a portion of City-owned Campbell Park for physical education and recreational activities for school programs.

The Agreement, which commenced on January 1, 2002, was approved by Public Referendum in the General Election on March 27, 2001 and is for a term of ninety-nine (99) years. The Agreement provides in Paragraph 10. IMPROVEMENTS TO PREMISES that the School Board shall not make or permit to be made any modifications, alterations, additions, improvements or changes ("Improvements") to the Premises without in each case first obtaining the written consent of the City. Further the Agreement states that *"the installation, construction, or placement of any buildings, structures, additional parking or other hardscape materials of a permanent or temporary nature on Parcel 1 of the Premises... must be approved by the City Council of the City of St. Petersburg at its sole discretion."*

Inasmuch as fencing is often considered a structure or accessory structure this item is being brought to City Council for its approval. Leisure & Community Services has reviewed the request with School Board representatives and supports approving the installation of the additional fencing. In accordance with the Agreement the School Board will maintain the approved fence for the term of the Agreement at which time the maintenance will become the City's responsibility.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving the School Board of Pinellas County ("School Board") request to add additional fencing within the premises that it currently utilizes under the Joint Operating Agreement between the City of St. Petersburg and the School Board for the use of a portion of City-owned Campbell Park; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Aerial and Resolution

APPROVALS: Administration: _____ *[Signature]* *[Signature]*
Budget: _____ N/A
Legal: _____ *[Signature]*
(As to consistency w/attached legal documents)
Legal : 00195224.doc V. 1

ILLUSTRATION

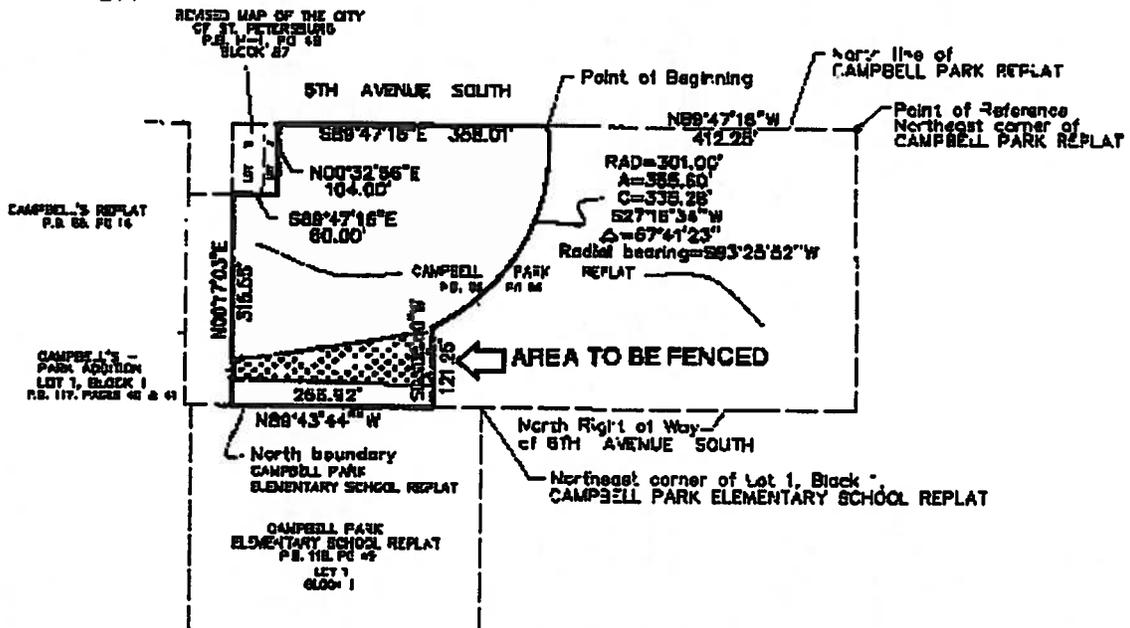
DRAWN CAP
 CHECKED JAA

SEC. 24 TWP. 31 S., RNG. 16 E.



SCALE
 1" = 200'

PARCEL 1



- LEGEND:**
- P.B. = Flat Book
 - PG = Page
 - RAD = RADIUS
 - A = ARC
 - C = CHORD
 - Δ = CENTRAL ANGLE

This sketch is a graphic illustration for informational purposes only and is not intended to represent a Field Survey.



George F. Young, Inc.

LICENSED SURVEYORS ON
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE ARCHITECTURE • PLANNING • SURVEYING
 ST. PETERSBURG • TAMPA • BRADENTON • GAINESVILLE
 RESPONSIBLE OFFICE: 288 6th Street North
 St. Petersburg, FL 33701-0843
 Tel: (727) 432-1377 Fax: (727) 432-2010

ORDER NO.: 00-13-0710-00
 DATE: 12-19-00

PAGE 2 OF 2

AERIAL



A RESOLUTION APPROVING THE SCHOOL BOARD OF PINELLAS COUNTY'S ("SCHOOL BOARD") REQUEST TO ADD ADDITIONAL FENCING TO A PORTION OF PARCEL 1 OF THE JOINT OPERATING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE SCHOOL BOARD FOR THE USE OF A PORTION OF CITY-OWNED CAMPBELL PARK; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Real Estate and Property Management received a request from the School Board of Pinellas County ("School Board") to add additional fencing for student safety purposes within the premises that it currently utilizes under the Joint Operating Agreement between the City and the School Board for the use of a portion of City-owned Campbell Park for physical education and recreational activities for school programs; and

WHEREAS, the Agreement, which commenced on January 1, 2002, was approved by Public Referendum in the General Election on March 27, 2001 and is for a term of ninety-nine (99) years; and

WHEREAS, the Agreement provides in Paragraph 10. IMPROVEMENTS TO PREMISES that the School Board shall not make or permit to be made any modifications, alterations, additions, improvements or changes ("Improvements") to the Premises without in each case first obtaining the written consent of the City; and

WHEREAS, the Agreement further states that *"the installation, construction, or placement of any buildings, structures, additional parking or other hardscape materials of a permanent or temporary nature on Parcel 1 of the Premises... must be approved by the City Council of the City of St. Petersburg at its sole discretion";* and

WHEREAS, inasmuch as fencing is often considered a structure or accessory structure this item is being brought to City Council for its approval; and

WHEREAS, Leisure & Community Services has reviewed the request with School Board representatives and supports approving the installation of the additional fencing; and

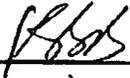
WHEREAS, in accordance with the Agreement the School Board will maintain the approved fence for the term of the Agreement at which time the maintenance will become the City's responsibility.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the School Board of Pinellas County ("School Board") request to add additional fencing within the premises that it currently utilizes under the Joint Operating

Agreement between the City of St. Petersburg and the School Board for the use of a portion of City-owned Campbell Park is hereby approved.

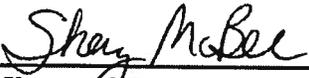
This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)
Legal : 00195224.doc V. 1

APPROVED BY:



Sherry McBee, Administrator
Leisure & Community Services

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute an Agreement To Terminate Lease for the existing lease agreement dated December 24, 2008 between the City of St. Petersburg ("City") and VK, Inc., a Florida profit corporation, for the use of facilities located at 421 Eighth Avenue S.E., St. Petersburg ("Premises"), within Albert Whitted Airport; to execute a five (5) year Lease Agreement between the City and Aristiz, Inc. for use of the Premises to operate an aircraft upholstery fabrication and repair service; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate & Property Management received a request from VK, Inc. ("VK") through Airport Management asking the City to assign its Lease for use of the Premises to Aristiz, Inc., that has been an approved sublessee of VK. The City and VK desire to terminate the VK Lease effective July 1, 2014 for the purpose of allowing the City to enter into a new 5-year lease agreement with Aristiz, Inc. for operation of an aircraft maintenance/repair and upholstery service business.

Aristiz has executed a new 5-year lease agreement effective July 1, 2014 ("Lease"), under the same terms and conditions provided in the prior lease with VK, subject to approval by City Council. Effective July 1, 2014, Aristiz will commence paying the City rent in the amount of \$12,443.00 annually (\$1,037.00 monthly), plus any applicable taxes, and Aristiz will pay the City a refuse fee at a rate of \$15.00 per month. At the beginning of each 12-month period ("Lease Year") during the term, the monthly rent will be increased by the percentage increase of the Consumer Price Index ("CPI") with the maximum increase in any single Lease Year being 3.5%, unless the CPI remains unchanged or shows a decrease, in which case the rent will not be changed for that Lease Year. Aristiz has agreed to continue leasing the Premises in "as is" condition and will be responsible for making all repairs to the interior of the Premises. Aristiz will be billed separately by the City for water, sewer, and stormwater and will continue payment of all other costs associated with utilities, applicable taxes, security and maintenance of the hangar. Additionally, Aristiz will maintain a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Aristiz's use of the Premises.

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute an Agreement To Terminate Lease for the existing lease agreement dated December 24, 2008 between the City of St. Petersburg ("City") and VK, Inc., a Florida profit corporation, for the use of facilities located at 421 Eighth Avenue S.E., St. Petersburg ("Premises"), within Albert Whitted Airport; to execute a five (5) year Lease Agreement between the City and Aristiz, Inc. for use of the Premises to operate an aircraft upholstery fabrication and repair service; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution

APPROVALS: Administration: 
Budget: N/A
Legal: 
(As to consistency w/attached legal documents)
Legal: 00195226.doc V. 1

ILLUSTRATION
(Hangar Floor Plan)

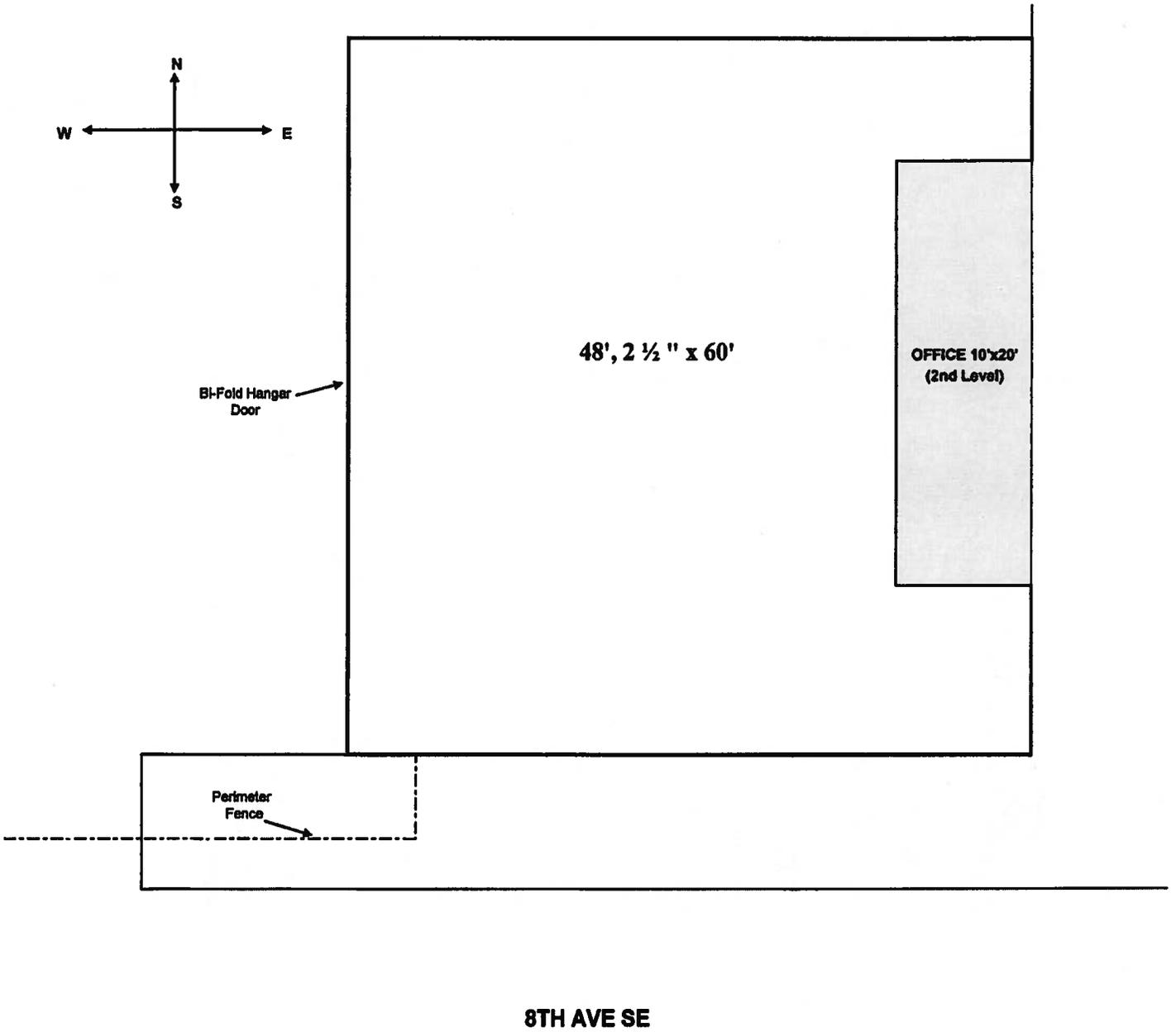
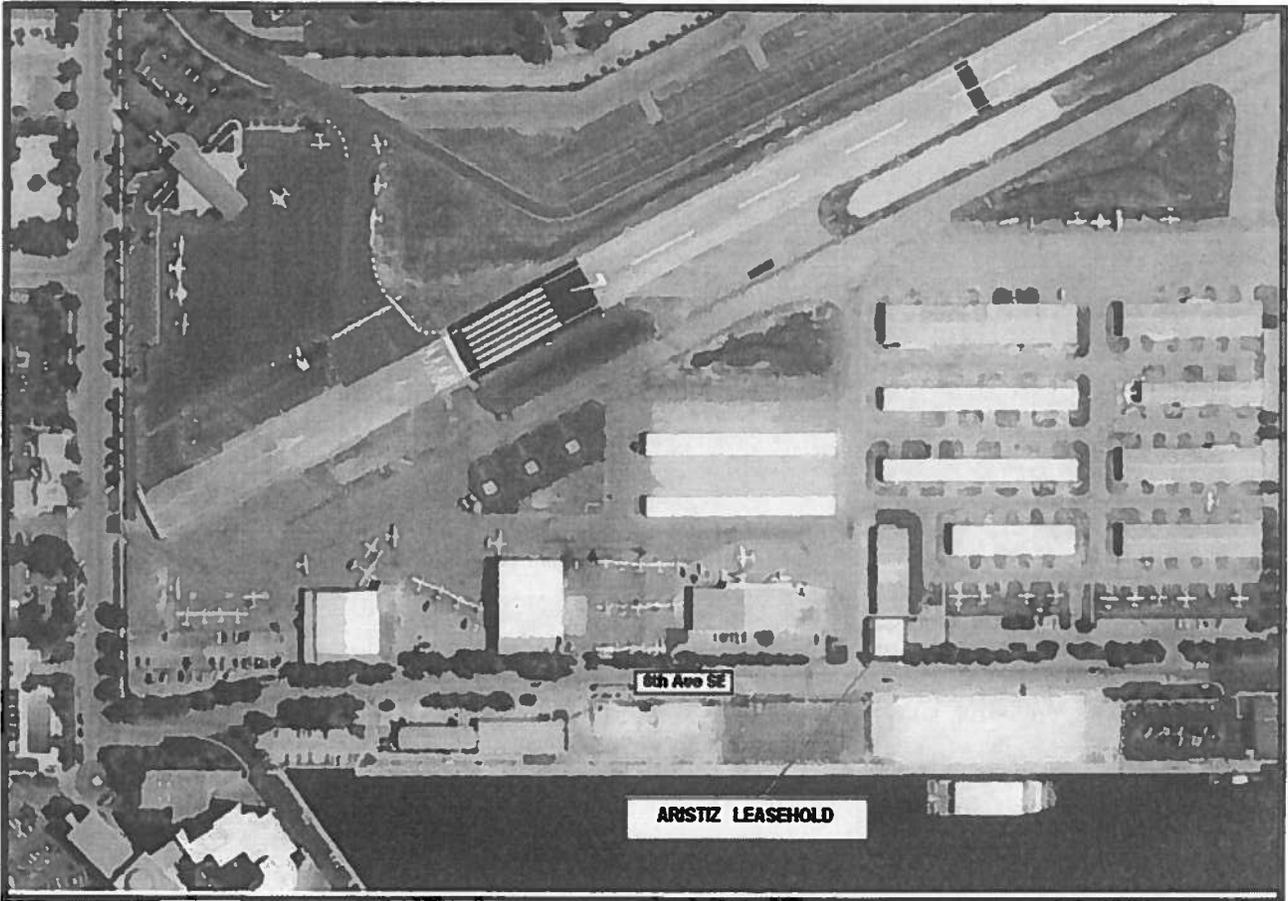


ILLUSTRATION
(Location of Hangar on Airport)



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT TO TERMINATE LEASE FOR THE EXISTING LEASE AGREEMENT DATED DECEMBER 24, 2008 BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND VK, INC., A FLORIDA PROFIT CORPORATION, FOR THE USE OF FACILITIES LOCATED AT 421 EIGHTH AVENUE S.E., ST. PETERSBURG ("PREMISES"), WITHIN ALBERT WHITTED AIRPORT; TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT BETWEEN THE CITY AND ARISTIZ, INC. FOR USE OF THE PREMISES TO OPERATE AN AIRCRAFT UPHOLSTERY FABRICATION AND REPAIR SERVICE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from VK, Inc. ("VK") through Airport Management asking the City to assign its Lease for use of the Premises to Aristiz, Inc., that has been an approved sublessee of VK; and

WHEREAS, the City and VK desire to terminate the VK Lease effective July 1, 2014 for the purpose of allowing the City to enter into a new 5-year lease agreement with Aristiz, Inc. for operation of an aircraft maintenance/repair and upholstery service business; and

WHEREAS, Aristiz has executed a new 5-year lease agreement effective July 1, 2014 ("Lease"), under the same terms and conditions provided in the prior lease with VK, subject to approval by City Council; and

WHEREAS, effective July 1, 2014, Aristiz will commence paying the City rent in the amount of \$12,443.00 annually (\$1,037.00 monthly), plus any applicable taxes, and Aristiz will pay the City a refuse fee at a rate of \$15.00 per month; and

WHEREAS, at the beginning of each 12-month period ("Lease Year") during the term, the monthly rent will be increased by the percentage increase of the Consumer Price Index ("CPI") with the maximum increase in any single Lease Year being 3.5%, unless the CPI remains unchanged or shows a decrease, in which case the rent will not be changed for that Lease Year; and

WHEREAS, Aristiz has agreed to continue leasing the Premises in "as is" condition and will be responsible for making all repairs to the interior of the Premises; and

WHEREAS, Aristiz will be billed separately by the City for water, sewer, and stormwater and will continue payment of all other costs associated with utilities, applicable taxes, security and maintenance of the hangar; and

WHEREAS, Aristiz will maintain a commercial general liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Aristiz's use of the Premises; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is hereby authorized to execute an Agreement To Terminate Lease for the existing lease agreement dated December 24, 2008 between the City of St. Petersburg ("City") and VK, Inc., a Florida profit corporation, for the use of facilities located at 421 Eighth Avenue S.E., St. Petersburg ("Premises"), within Albert Whitted Airport; to execute a five (5) year Lease Agreement between the City and Aristiz, Inc. for use of the Premises to operate an aircraft upholstery fabrication and repair service; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)

Legal: 00195226.doc V. 1

APPROVED BY:



Joseph F. Zeoli, Director
Downtown Enterprise Facilities

APPROVED BY:



Bruce E. Grimes, Director
Real Estate & Property Management

ST. PETERSBURG CITY COUNCIL

**Consent Agenda
Meeting of July 19, 2014**

TO: The Honorable Bill Dudley, Chairman, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION: FDOT owns 3rd Street and 4th Street right-of-ways consisting of road improvements and sidewalk areas abutting thereon between 5th Avenues North and South. The developer desires to beautify and improve the landscaping and sidewalk areas with the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South adjacent to the new Urban Edge Apartments. In order to proceed, the City must approve a resolution that authorizes the execution to Amendment Number 4 to FDOT SMOA #01-06: Streetscape and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. The city will transfer to the developer responsibility for all installation and future maintenance costs in a separate agreement.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution, Drawing

APPROVALS:

Administrative: _____  _____ 

Budget: NA _____

Legal: _____ 

Legal: 00196875.doc V. 3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NUMBER 4 TO FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") SMOA #01-06: STREETSCAPE; AND AMENDMENT NUMBER 5 TO FDOT MOA #23-06: LANDSCAPE, FOR URBAN EDGE APARTMENTS, LTD. FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND STREETSCAPE IMPROVEMENTS ON 3RD STREET SOUTH AND 4TH STREET SOUTH BETWEEN 4TH AVENUE SOUTH AND DELMAR TERRACE SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED LANDSCAPE, IRRIGATION AND STREETSCAPE IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) owns State Roads 600 and 687 right-of-ways consisting of road improvements and sidewalk areas abutting thereon also known as 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the landscaping and sidewalk areas of the Project Highway with the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South adjacent to the new Urban Edge Apartments, which will improve and enhance its aesthetic and safety qualities; and

WHEREAS the City and FDOT have agreed that the City may install all or some of those landscape, irrigation and streetscape improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by Foster Conant and Associates; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution to Amendment Number 4 to FDOT SMOA #01-06: Streetscape and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd

NOW THEREFORE, BE IT RESOLVED by the City Council and the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment Number 4 to Florida Department Of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent

maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions:

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal:  Administration: 

Budget: NA

Legal: 00196765.doc V. 2

Section: 15090 (3rd St.)
S.R. 600, 687
M.P. 0.000 - 0.895

Section: 15090101 (4th St.)
S.R. 600, 687
M.P. 0.000 - 0.812

District Maintenance

**DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

S.M.O.A. # 01-06

THIS AGREEMENT, made and entered into as of the 18TH day of AUGUST, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns State Road 687 (3rd and 4th Streets) right-of-way consisting of road improvements and grassed areas abutting thereon located between 5th Avenue North and 5th Avenue South in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the City has agreed to install and maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within the appropriate boundaries; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall, at its option, install all or some of those improvements to the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc. attached hereto as Exhibit "A", and maintain the installed improvements in accordance with the Maintenance Plan attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". Prior to installation or construction of any master plan element improvements, detailed construction plans, specifications, and maintenance plans will be

submitted for review and approval by the Department and incorporated in this Agreement as amendment thereto. Except as permitted in this Agreement, the City shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.
3. 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 City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance.
4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).
5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.
6. Prior to any major Project construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.
8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or

representatives of the City violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty calendar days removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the City following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties

hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (b) If to the City address to Mike Ryle, Engineering Construction Manager, Engineering Department, City of St. Petersburg, P.O. Box 2842, St. Petersburg, Florida 33731 or at such other address as the City may from time to time designate by written notice to the Department.

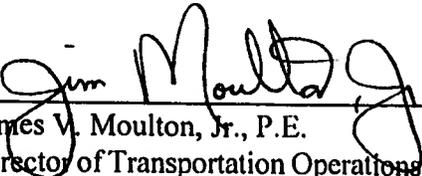
All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

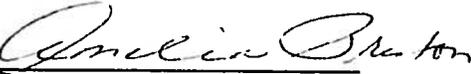
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETERSBURG
a municipal corporation of
the State of Florida

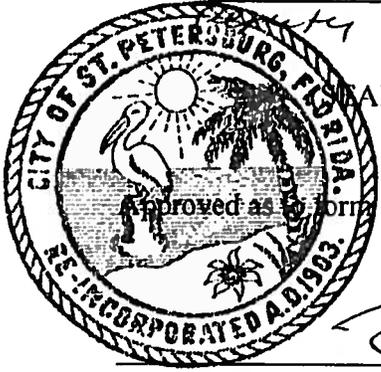
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Rick Baker
As its Mayor

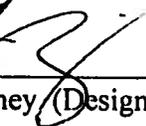
By: 
James V. Moulton, Jr., P.E.
Director of Transportation Operations,
District Seven

Attest: 
Amelia Branton
City Clerk

Attest: 
Leon J. Carver
Executive Secretary

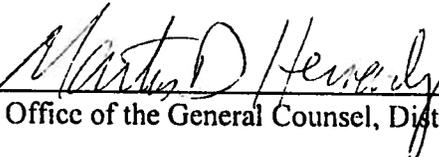


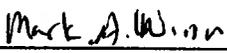
Approved as to form and content: 


City Attorney (Designee)

(SEAL)

Legal Review:


Martin D. Henery
Office of the General Counsel, District 7

By: 
Mark A. Winn
Assistant City Attorney

NO. 2006-408

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT ("AGREEMENT") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE INSTALLATION OF STREETSCAPE IMPROVEMENTS ON 3RD AND 4TH STREETS BETWEEN 5TH AVENUES NORTH AND SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED STREETSCAPE IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SUBSEQUENT AMENDMENTS REQUIRED BY FDOT, THAT DO NOT SUBSTANTIVELY VARY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") owns State Road 687 right-of-way consisting of road improvements and sidewalk areas abutting thereon located on 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the sidewalk areas of the Project Highway which will improve and enhance its aesthetic and safety qualities; and

WHEREAS, the City and FDOT have agreed that the City may install all or some of those streetscape improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc.; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution of a Streetscape Maintenance Memorandum of Agreement ("Agreement") for the installation of the Improvements and the subsequent maintenance of the installed Improvements by the City at the City's expense, subject to appropriation; and

WHEREAS, FDOT will require amendments to the Agreement setting forth the detailed construction plans, specifications and maintenance plans each time a portion of the Project Highway is improved; and

WHEREAS, Administration recommends that City Council authorize the Mayor or the Mayor's designee to execute such amendments that do not substantively vary the terms and conditions of the original Agreement.

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 District Seven Highway Beautification Maintenance Memorandum Of Agreement with the Florida Department of Transportation ("FDOT") for the installation of streetscape improvements on 3rd and 4th Streets North between 5th Avenues North and South and the subsequent maintenance of the installed streetscape improvements by the City at the City's expense, subject to appropriation, subsequent amendments required by FDOT, that do not substantively vary the terms and conditions of the Agreement, and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of July, 2006.

David W. Bissell

Chair-Councilmember
Presiding Officer of the City Council

ATTEST: *Amelia Dutton*
Acting City Clerk



EXHIBIT "B" - MAINTENANCE PLAN
Highway Beautification Maintenance Memorandum of Agreement
Site Improvements

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (a) Maintain all site improvements including but not limited to specialized paving, decorative plaques, bollards, benches, trash receptacles, signage, newspaper racks, bicycle racks, precast concrete planters, and pedestrian lighting fixtures.
- (b) remove graffiti from site improvement surfaces;
- (c) repair cosmetic or structural damage to any site improvement component;
- (d) relocate or replace any site improvement component requiring removal for implementation of local roadway or utility projects;
- (e) maintain a pavement surface free from residue accumulation, algae, uneven pavement, or other slip or trip hazards; and
- (f) perform other maintenance as required to maintain the Project in a reasonable manner and with due care in accordance with Department guidelines and standards.



William Moriarty/D7/FDOT

08/22/2006 09:25 AM

To Normand Lataille/D7/FDOT@FDOT

cc John Simpson/D7/FDOT@FDOT, David G
Mimnaugh/D7/FDOT@FDOT

bcc

Subject STREETScape MOA, CITY OF ST. PETERSBURG

Good morning Normand;

In accordance with Mr. Simpson's Transmittal Letter of yesterday to you, I am forwarding the M.O.A. information for the item mentioned above:

1. M.O.A. Number: Streetscape M.O.A ("S.M.O.A.") #01-06
2. Permittee: City of St. Petersburg
3. Section;
 - a. 15090 (3rd Street-N.B. One Way)
 - b. 15090-101 (4th Street-S.B. One Way)
4. State Road: 600 (U.S. 92) and 687
5. Mile Posts:
 - a. 0.000-0.895
 - b. 0.000-0.812
6. Date of Agreement; 08/18/06

As always, please contact me if you have any questions.

Thanks!

M E M O R A N D U M
FLORIDA DEPARTMENT OF TRANSPORTATION
District Maintenance, MS 7-1200

DATE: August 21, 2006

TO: William D. Moriarty, District Vegetation Management Coordinator

FROM: John Simpson, District Landscape Architect

COPIES: N. Lataille

SUBJECT: TRANSMITTAL, Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd and 4th Streets) 5th Avenue North to 5th Avenue South

I am transmitting one original copy of the beautification (streetscape) maintenance MOA for your file with Exhibits A and B attached. I have delivered one original to the Pinellas Maintenance Permits Engineer. Please advise Normand of the MOA # assigned to this agreement.

This agreement allows the City to make incremental improvements based on an approved concept plan. The streetscape plans for each segment must be approved prior to the permit for that segment being issued by the Pinellas Permits Engineer. The DMO will be copied on the approved plans for our copy of the MOA.

You may wish to include this as part of an extended limits MOA 04-04 (copy attached) which was executed for an earlier section of 4th Street. If you have any questions, please call me at 5-6442. Thank you.

JS



MEMORANDUM
FLORIDA DEPARTMENT OF TRANSPORTATION
District Maintenance, MS 7-1200

DATE: August 21, 2006

TO: Normand Lataille, Permits Engineer

FROM: John Simpson, District Landscape Architect

COPIES: W. Moriaty

SUBJECT: TRANSMITTAL Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd and 4th Streets) 5th Avenue North to 5th Avenue South

I am transmitting one original copy of the beautification (streetscape) maintenance MOA for your file with Exhibits A and B attached. I have also delivered one original to the District Maintenance Office. Will advise you of the MOA # assigned to this agreement.

This agreement allows the City to make incremental improvements based on an approved concept plan. The streetscape plans for each segment must be approved prior to the permit for that segment being issued by the Pinellas Permits Engineer. The DMO should be copied on each approved segment plan for addition to its copy of the MOA.

If you have any questions, please call me at 5-6442. Thank you.

JS



JEB BUSH
GOVERNOR



Florida Department of Transportation

11201 N. McKinley Drive, MS 1200
Tampa, FL 33612

DENVER J. STUTLER, JR.
SECRETARY

August 21, 2006

Mike Ryle, Engineering Construction Manager
Engineering Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

TRANSMITTAL: Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd & 4th Streets) 5th Avenue North to 5th Avenue South

Dear Mr. Ryle:

Enclosed is an executed original of the Highway Beautification Maintenance Memorandum of Agreement (MOA) with Exhibits "A" and "B" attached.

This agreement facilitates the City's incremental improvement of the corridor based on an approved streetscape concept. The construction plans for each streetscape segment must be approved by the Department prior to the permit for that segment being issued by the Pinellas Permits Engineer.

Once the streetscape plans have been approved, they will be attached to the MOA as an addition to Exhibit "A".

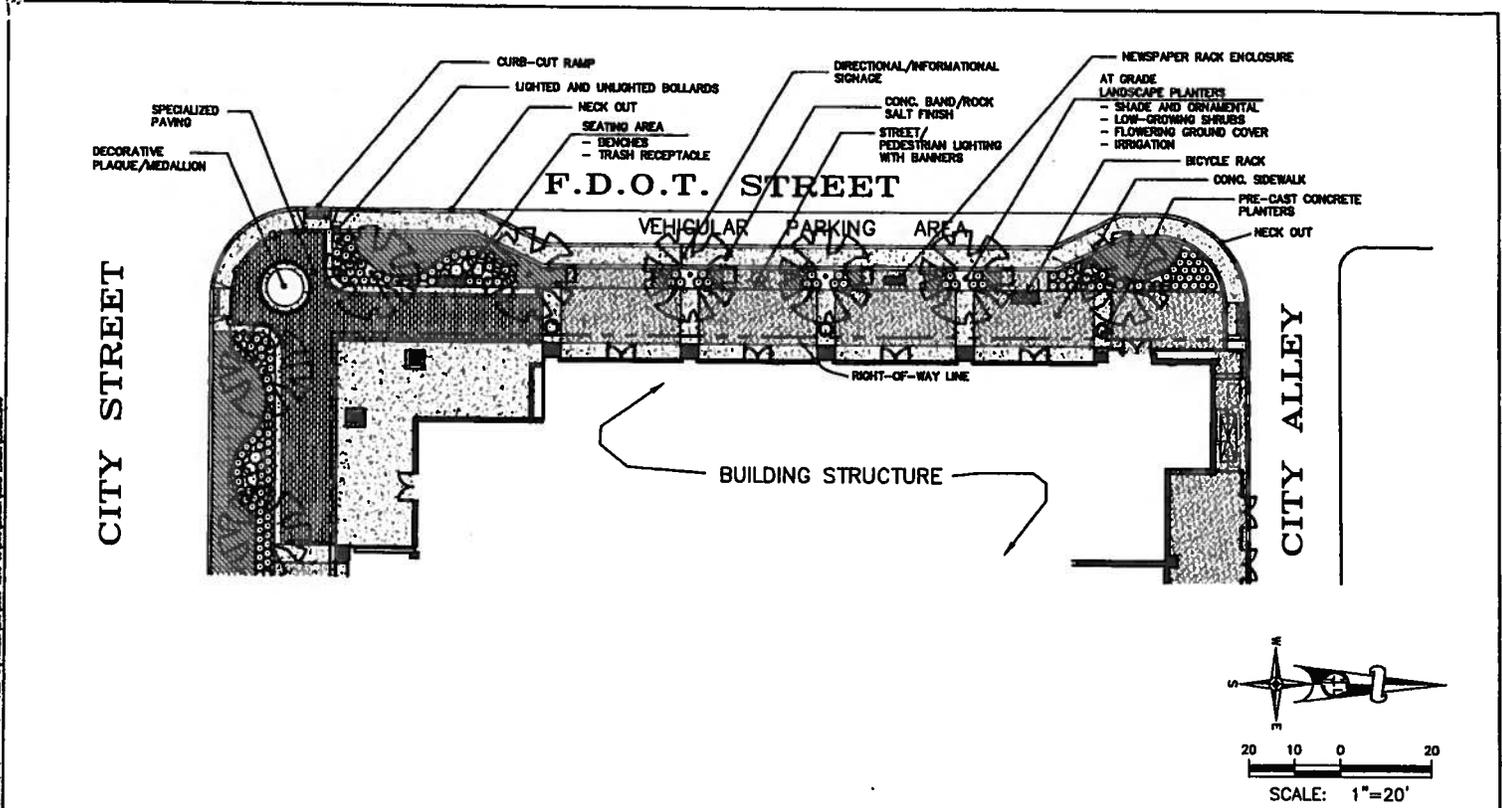
If you have any questions, you can reach me at (813) 975-6442, or at the email address below.

Sincerely,



John Simpson
District Landscape Architect
john.simpson@dot.state.fl.us.

JS
Attachment
cc: N. Lataille, W. Moriaty



SEC. _____ TWP. _____ S., R. _____ E.

George F. Young, Inc.
 299 9th Street North
 St. Petersburg, Florida 33701-0883
 Tel: (727) 822-4317 Fax: (727) 822-2919


 ENGINEERING, STORMWATER, &
 TRANSPORTATION DEPARTMENT
 CITY OF ST. PETERSBURG
 APPROVED BY:

TYPICAL STREETScape DESIGN PLAN
 WITHIN 3rd & 4th STREET F.D.O.T. RIGHT-OF-WAY
 BETWEEN 5th AVENUE N. AND 5th AVENUE S.

**AMENDMENT #4 TO DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT, made and entered into as of the _____ day of _____, 20__ , between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department") and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, (the "City");

W I T N E S S E T H

WHEREAS, the Department and the City entered into a Highway Beautification Maintenance Memorandum of Agreement on August 18, 2006 (the Agreement) whereby the City agreed to maintain streetscape improvements within the rights-of-way of State Road 687 (3rd and 4th Streets), between 5th Avenue North and 5th Avenue South; within the city limits of St. Petersburg in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department and the City have agreed to amend the Agreement; and

WHEREAS, the City by Resolution No. _____, a copy of which is attached, has authorized its officers to execute this Amendment on its behalf.

NOW THEREFORE, for and in consideration of the premises, mutual benefits, and covenants contained herein, the parties agree as follows:

1. The limits of the Project Highway are amended to include State Roads 600 & 687 (U.S. 92/ 3rd and 4th Streets South) Section 15090-000 (3rd Street South) starting at Delmar Terrace (M.P. 0.046) and ending at 4th Avenue South (M.P. 0.097); and Section 15090-101 (4th Street South) starting at 4th Avenue South (M.P. 0.715) and ending at Delmar Terrace (M.P. 0.766); as depicted on attached Permit #2014-C-799-001 and the following document referenced as Exhibit "A"- 4 and attached herein;

a. Urban Edge Apartments Plan dated 12/20/2013.

2. Except as specifically amended by the parties herein, all terms and provisions of the Agreement dated August 18, 2006 and subsequent amendments thereto, shall remain in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF ST. PETERSBURG,
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
The Honorable Rick Kriseman
Mayor of the City of St. Petersburg

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations
District Seven

Attest: _____
City Clerk (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review

Legal Review:

City Attorney

Office of the General Counsel, District 7

APPROVED PERMIT

DISTRICT COPY

Permit # 2014-C-799-001

15 090 000 SR 687

15 090 101 SR687

Urban Edge Apartments

NOTE: Contractor shall not begin work until an Amendment to the Streetscape MOA has been fully executed with the City of St. Petersburg. The Department will notify the Construction Coordinator when the MOA has been executed.

RECEIVED

MAR 04 2014

PINELLAS MAINTENANCE

Exhibit "A"-4

2014-C-799-001

FEB 13 2014

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

PINELLAS MAINTENANCE

850-040-89
MAINTENANCE
OGC - 07/13
Page 1 of 5

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 5211 Ulmerton Road, Clearwater, FL 33760 (hereinafter referred to as the "DEPARTMENT") and Urban Edge Apartments, Ltd. 200 E. Canton Ave., Suite 102, Winter Park, FL 32789 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 600 & 687 Section 15090 Subsection 000 & 101 from Begin MP 0.046 & 0.715 to End MP 0.097 & 0.766 Local Name 3rd St. South and 4th St. South located in Pinellas County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than \$1 million and 00/100 Dollars (\$ 100,000) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than \$1 million and 00/100 Dollars (\$ 100,000) for property damage, or a combined coverage of not less than \$1 million and 00/100 Dollars (\$ 1,000,000). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

FEB 13 2014

PINELLAS MAINTENANCE

provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator 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 the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator 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 the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator 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.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT 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 Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 60 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT 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.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator 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, within its discretion may: 1) provide the Construction

FEB 13 2014

PINELLAS MAINTENANCE

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator 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 Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. 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.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of

FEB 13 2014

PINELLAS MAINTENANCE

this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (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 Construction Coordinator during the term 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 the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator 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 Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Dan Hughes Title Project Manager
Office No. 407-741-8500 Cell 407-832-5296 Email dhughes@cpgconstruction.com

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address 200 East Canton Ave., Suite 102, Winter Park, FL 3278

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: [Signature] (Signature)
Jay P. Brock (Print Name)
Executive Vice President (Title)
2/12/14 (Date)

Urban Edge Apartments, Ltd., a Florida limited partnership
By: SAS Urban Edge Apartments Managers, L.L.C., a Florida limited liability company, its general partner
By: Southern Affordable Services, Inc., a Florida not-for-profit corporation, its sole member

DEPARTMENT OF TRANSPORTATION

By: [Signature] (Signature)
ABU M. NAZMURREZA (Print Name)
ASSISTANT PINELLAS MAINTENANCE ENGINEER (Title)
[Signature] 3/6/14 (Date)

Legal Review: [Signature]

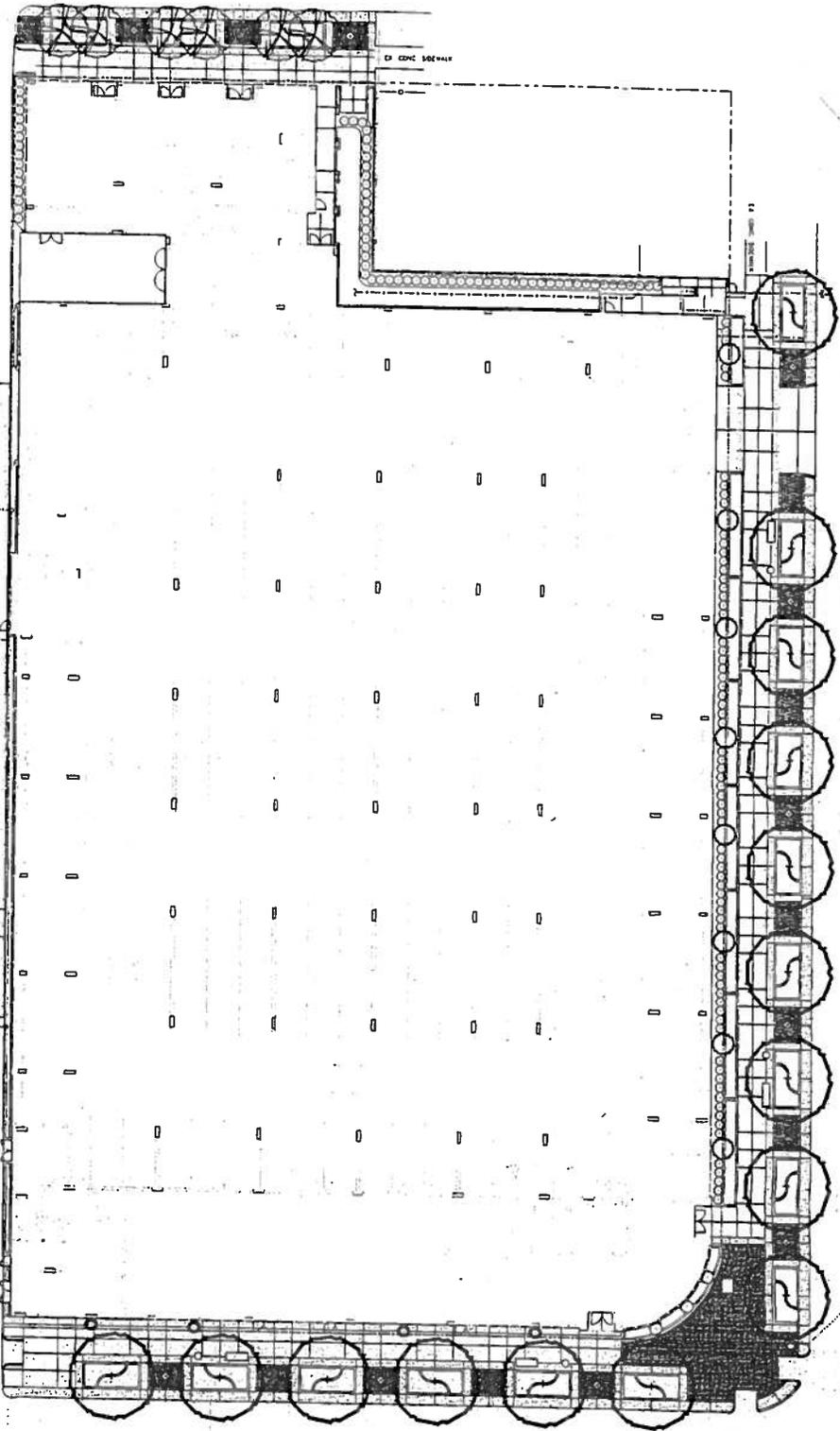
RECEIVED

FEB 13 2014

PINELLAS MAINTENANCE

4th STREET SOUTH
(S.R. 687 SOUTH)

0' 7.5115' 30' 60'
GRAPHIC SCALE 1"=30'



DELMAR TERRACE

LEGEND

PROPOSED DEVELOPMENT AREA
URBAN FOOT ROLL

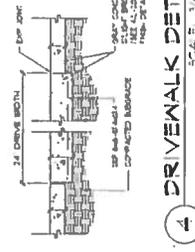
3rd STREET SOUTH
(S.R. 687 NORTH)

RECEIVED

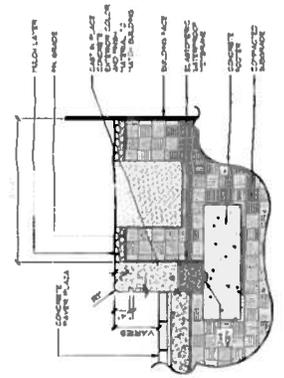
FEB 13 2014

PINELLAS MAINTENANCE

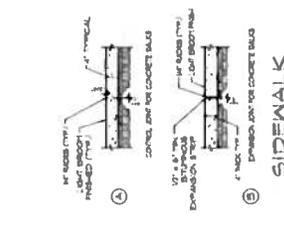
EXHIBIT 'A' - 4



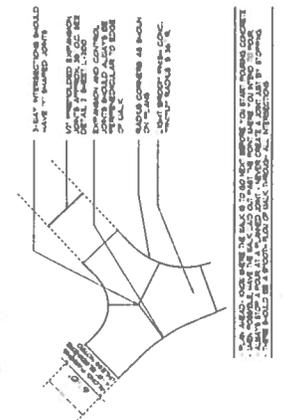
4 DRIVEWALK DETAIL
SCALE 3/4" = 1'-0"



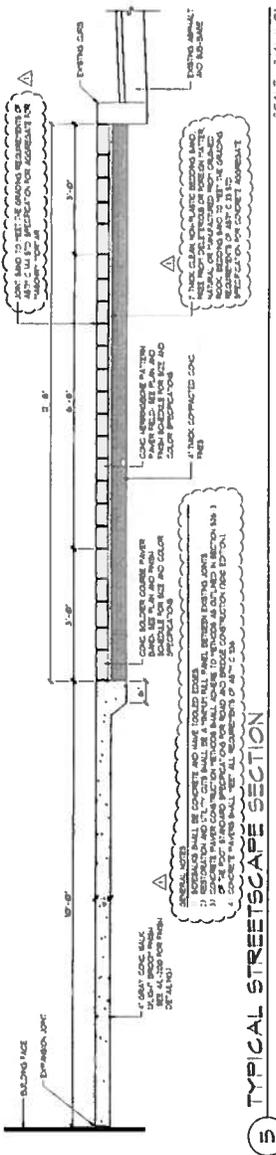
3 STEWALL DETAIL
SCALE 3/4" = 1'-0"



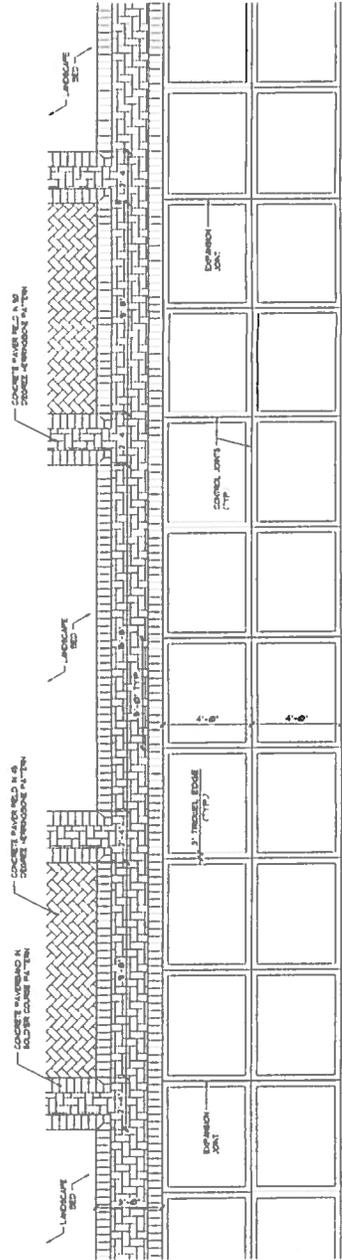
2 SIDEWALK JOINTS
SCALE 1/2" = 1'-0"



1 CONCRETE SIDEWALK
SCALE 1/2" = 1'-0"



5 TYPICAL STREETSCAPE SECTION
SCALE 3/4" = 1'-0"



6 TYPICAL STREETSCAPE LAYOUT DETAIL
SCALE 3/8" = 1'-0"

RECEIVED
FEB 14 2014
PROJECTS MAINTENANCE

7 STREET LIGHT DETAILS
SCALE 1/2" = 1'-0"

ASD
ADVANCED STRUCTURAL DESIGN
APPROVED FOR ROOF PAPER CRITERIA ONLY

2/13/14

L-200

URBAN EDGE
APARTMENTS
CITY OF
ST. PETERSBURG, FL
HARDSCAPE DETAILS

DATE: 02/24/13
BY: J.S. NOTER
CHECKED BY: J.C. BARR
SCALE: 1/2" = 1'-0"

OWNER:

Section: 15090

S.R.: 600, 687

M.P.: 0.000-6.893

Section: 15090101

S.R.'s 600+687

M.P.: 0.000-0.812

MOA 01-06

Section: 15240 DISTRICT SEVEN HIGHWAY BEAUTIFICATION

S.R.'s 687+694 MAINTENANCE MEMORANDUM OF AGREEMENT

M.P. 3.376-5.883 M.O.A. # 23-06

THIS AGREEMENT, made and entered into as of the 10TH day of OCTOBER, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns State Road 687 (3rd and 4th Streets) right-of-way consisting of road improvements and grassed areas abutting thereon located between 5th Avenue North and 5th Avenue South in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the City has agreed to install and maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within the appropriate boundaries; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall install and maintain those improvements to the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "A", and the Maintenance Plan attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". Except as permitted in this agreement, the City shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the

Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.

3. 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 City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance.

4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).

5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.

6. Prior to any major Project construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such

removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty calendar days removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the City following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the City, in whole or in part without

consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (2) If to the City address to Ms. Elizabeth A. Hammond, RLA, City of St. Petersburg Capitol Improvement Department, 1400 19th Street North, Suite 107, St. Petersburg, Florida 33713 or at such other address as the City from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETERSBURG
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Rick Baker

Rick Baker
As its Mayor
Operations,

By: Jim Moulton, Jr.

James V. Moulton, Jr., P.E.
Director of Transportation
District Seven

Amelia Braton

City Clerk

Attest: Lisa M. Carter

Executive Secretary

(SEAL)



Approved and content: PLB

Legal Review:

[Signature]

City Attorney (Designee)

[Signature]

Office of the General Counsel, District 7

By: Mark A. Winsor
Assistant City Attorney

NO. 2006-407

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT ("AGREEMENT") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE INSTALLATION OF LANDSCAPE AND IRRIGATION IMPROVEMENTS ON 3RD AND 4TH STREETS BETWEEN 5TH AVENUES NORTH AND SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED LANDSCAPE AND IRRIGATION IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SUBSEQUENT AMENDMENTS REQUIRED BY FDOT, THAT DO NOT SUBSTANTIVELY VARY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") owns State Road 687 right-of-way consisting of road improvements and sidewalk areas abutting thereon located on 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the landscaping of the Project Highway which will improve and enhance its aesthetic and safety qualities; and

WHEREAS, the City and FDOT have agreed that the City may install all or some of those landscape and irrigation improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc.; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution of a District Seven Highway Beautification Maintenance Memorandum Of Agreement ("Agreement") for the installation of the Improvements and the subsequent maintenance of the installed Improvements by the City at the City's expense, subject to appropriation; and

WHEREAS, FDOT will require amendments to the Agreement setting forth the detailed construction plans, specifications and maintenance plans each time a portion of the Project Highway is improved; and

WHEREAS, Administration recommends that City Council authorize the Mayor or the Mayor's designee to execute such amendments that do not substantively vary the terms and conditions of the original Agreement:

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 District Seven Highway Beautification Maintenance Memorandum Of Agreement ("Agreement") with The Florida Department Of Transportation ("FDOT") for the installation of landscape and irrigation improvements on 3rd and 4th Streets between 5th Avenues North and South and the subsequent maintenance of the installed landscape and irrigation improvements by the City at the City's expense, subject to appropriation, subsequent amendments required by FDOT, that do not substantively vary the terms and conditions of the Agreement, and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of July, 2006.

Daniel W. Bier

Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

Amelia Benton
Acting City Clerk



EXHIBIT "B" - MAINTENANCE PLAN
Highway Beautification Maintenance Memorandum of Agreement
Site Improvements

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (a) Maintain all site improvements including but not limited to specialized paving, decorative plaques, bollards, benches, trash receptacles, signage, newspaper racks, bicycle racks, precast concrete planters, and pedestrian lighting fixtures.
- (b) remove graffiti from site improvement surfaces;
- (c) repair cosmetic or structural damage to any site improvement component;
- (d) relocate or replace any site improvement component requiring removal for implementation of local roadway or utility projects;
- (e) maintain a pavement surface free from residue accumulation, algae, uneven pavement, or other slip or trip hazards; and
- (f) perform other maintenance as required to maintain the Project in a reasonable manner and with due care in accordance with Department guidelines and standards.

**AMENDMENT #5 TO DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT, made and entered into as of the _____ day of _____, 20___, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department") and the CITY OF ST. PETERSBURG (the "City");

W I T N E S S E T H

WHEREAS, the Department and the City entered into a Highway Beautification Maintenance Memorandum of Agreement on October 10, 2006 (the Agreement) whereby the City agreed to install and maintain landscape improvements within the rights-of-way of State Road 687 (3rd and 4th Streets), between 5th Avenue North and 5th Avenue South; within the city limits of St. Petersburg in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department and the City have agreed to amend the Agreement; and

WHEREAS, the City by Resolution No. _____, a copy of which is attached, has authorized its officers to execute this Amendment on its behalf.

NOW THEREFORE, for and in consideration of the premises, mutual benefits, and covenants contained herein, the parties agree as follows:

1. The limits of the Project Highway are amended to include State Roads 600 & 687 (U.S. 92/ 3rd and 4th Streets South) Section 15090-000 (3rd Street South) starting at Delmar Terrace (M.P. 0.046) and ending at 4th Avenue South (M.P. 0.097); and Section 15090-101 (4th Street South) starting at 4th Avenue South (M.P. 0.715) and ending at Delmar Terrace (M.P. 0.766); as depicted in Exhibit "A"- 10 attached;
2. Except as specifically amended by the parties herein, all terms and provisions of the Agreement dated October 10, 2006 and subsequent amendments thereto, shall remain in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF ST. PETERSBURG,
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
The Honorable Rick Kriseman
Mayor of the City of St. Petersburg

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations
District Seven

Attest: _____
City Clerk (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review

Legal Review:

City Attorney

Office of the General Counsel, District 7

URBAN EDGE APARTMENTS

LANDSCAPE ARCHITECTURAL DRAWINGS

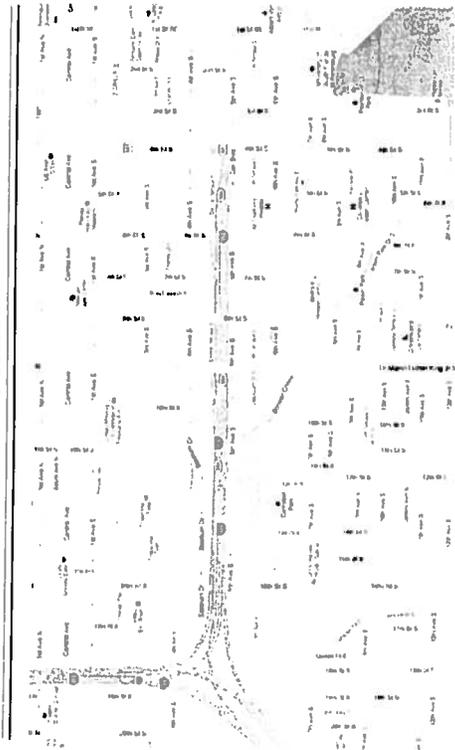
CITY OF ST. PETERSBURG, FLORIDA
 ISSUED FOR FOOT PERMIT 12.20.13
 REVISED: 01.21.14

RECEIVED

JAN 23 2014

PINELLAS MAINTENANCE

SITE LOCATION



INDEX OF DRAWINGS

SP#	DATE	BY	REV	DESCRIPTION
1-000	12.20.13		1	COVER SHEET
1-010	12.20.13		1	PROPOSED SCHEDULE AND CONSTRUCTION NOTES
1-020	12.20.13		1	LANDSCAPE PLAN
1-030	12.20.13		1	LANDSCAPE DETAILS
1-040	12.20.13		1	LANDSCAPE DETAILS
1-050	12.20.13		1	LANDSCAPE PLAN
1-060	12.20.13		1	LANDSCAPE DETAILS
1-070	12.20.13		1	LANDSCAPE DETAILS
1-080	12.20.13		1	LANDSCAPE PLAN
1-090	12.20.13		1	LANDSCAPE DETAILS
1-100	12.20.13		1	LANDSCAPE DETAILS
1-110	12.20.13		1	LANDSCAPE PLAN
1-120	12.20.13		1	LANDSCAPE DETAILS
1-130	12.20.13		1	LANDSCAPE DETAILS
1-140	12.20.13		1	LANDSCAPE PLAN
1-150	12.20.13		1	LANDSCAPE DETAILS
1-160	12.20.13		1	LANDSCAPE DETAILS
1-170	12.20.13		1	LANDSCAPE PLAN
1-180	12.20.13		1	LANDSCAPE DETAILS
1-190	12.20.13		1	LANDSCAPE DETAILS
1-200	12.20.13		1	LANDSCAPE PLAN
1-210	12.20.13		1	LANDSCAPE DETAILS
1-220	12.20.13		1	LANDSCAPE DETAILS
1-230	12.20.13		1	LANDSCAPE PLAN
1-240	12.20.13		1	LANDSCAPE DETAILS
1-250	12.20.13		1	LANDSCAPE DETAILS
1-260	12.20.13		1	LANDSCAPE PLAN
1-270	12.20.13		1	LANDSCAPE DETAILS
1-280	12.20.13		1	LANDSCAPE DETAILS
1-290	12.20.13		1	LANDSCAPE PLAN
1-300	12.20.13		1	LANDSCAPE DETAILS



Exhibit "A"-10

Landscape Architecture & Site Planning • 120 West Robinson Street • St. Petersburg, Florida 34701 • Phone 407/468-0025 • Fax 407/468-0175



120 West Madison Street
 Oklahoma, Oklahoma 73102-1807
 Phone: (405) 442-2222
 Fax: (405) 442-2223
 The Foster Conant Group

Handwritten signature

DATE: _____
 BY: _____
 TITLE: _____
 PROJECT: _____

GENERAL LANDSCAPE NOTES

1. ALL UNPAVED AREAS AND AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.
2. ALL UNPAVED AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.
3. ALL UNPAVED AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.
4. ALL UNPAVED AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.
5. ALL UNPAVED AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.
6. ALL UNPAVED AREAS DEVOID OF PLANTS SHALL BE COVERED WITH 300# AS INDICATED ON PLANS.

PLANTER/POT NOTES

1. ALL POTS SHALL HAVE A 1" DIA DRAINAGE HOLE DRILLED INTO THE BASE WITH A 4" GRAVEL LAYER IN THE BOTTOM. GEOTEXTURAL FABRIC SHALL BE PLACED ABOVE THE DRAINAGE LAYER TO CONTAIN THE SOIL SUBSTRATE WITHIN THE PLANTER.
2. POTS TO BE SEALED ON THE INSIDE WITH A WATER PROOFING ASPHALT SEALER TO WITHIN 7" OF THE POT RFT. TUBING RUNNING UP BACKSIDE OF POT IRRIGATION ASBEST SIGHT. SEE IRRIGATION DETAIL SHEET FOR POT IRRIGATION DETAILING AND NOTES. IRRIGATION CONTRACTOR TO INSTALL.

SOIL MIXES (FOR ALL POTS/PLANTERS)

- ANIMAL AND PERENNIAL SOIL MIX
 40% PEAT
 50% DECOMPOSED PINE BARK
 5% CITY-DRESS CHIPS
 2 LBS OF FERTILIZER
 TREATED COU PLANTURE
 PH OF 5.5 TO 6.5

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.
3. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.
4. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.
5. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.
6. THE IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO CITY OF ST. PETERSBURG CODES AND REGULATIONS. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ST. PETERSBURG CODES AND REGULATIONS.

TREE SAVE/REMOVAL NOTES

1. TREES SHALL BE REMOVED AS SHOWN ON SHEET C3. CONSTRUCTION PLANNING CONDITIONS SHALL BE AS SUBMITTED BY CHARLOTTE ENGINEERING AND SURVEYING, INC.

GENERAL NOTES

1. FIRST FLOOR FLOOR AREA (F.A.S.) IS 1,860
2. GROUND FLOOR CALCULATIONS

PLANT SCHEDULE

TREE	QTY	DESCRIPTION	COMMON NAME	REMARKS/NOTES
1	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
2	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
3	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
4	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
5	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
6	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
7	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
8	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
9	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
10	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL

BOULDER SCHEDULE

ITEM	QTY	DESCRIPTION	COMMON NAME	REMARKS/NOTES
1	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
2	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
3	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
4	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
5	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
6	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
7	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
8	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
9	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL
10	1	1" DIA. 4' TALL	1" DIA. 4' TALL	1" DIA. 4' TALL

RECEIVED
 JAN 23 2014
 PINELLAS MAINTENANCE

URBAN EDGE APARTMENTS
 CITY OF ST. PETERSBURG, FL
 PLANT SCHEDULE & GENERAL NOTES
 DATE: 1/23/14
 BY: [Signature]
 TITLE: [Signature]

WWW.COM-PIRENEERING.COM PHONE: 352-677-6070 FAX: 352-677-1878

ALL DIMENSIONS ARE AS MANUFACTURED UNLESS NOTED OTHERWISE.

DATE: _____
 BY: _____
 TITLE: _____

L-301



121 West Robinson Street
Orlando, Florida 32801-5827
Phone: (407) 486-2225
Fax: (407) 486-0275

Handwritten signature

RECEIVED

JAN 23 2014

PINELLAS MAINTENANCE

OWNER

URBAN EDGE
APARTMENTS

CITY OF
ST. PETERSBURG, FL
REGULATION
PLAN

PROJECT	P2013
DATE	1/14/14
BY	23
FOR	REG
SCALE	AS SHOWN



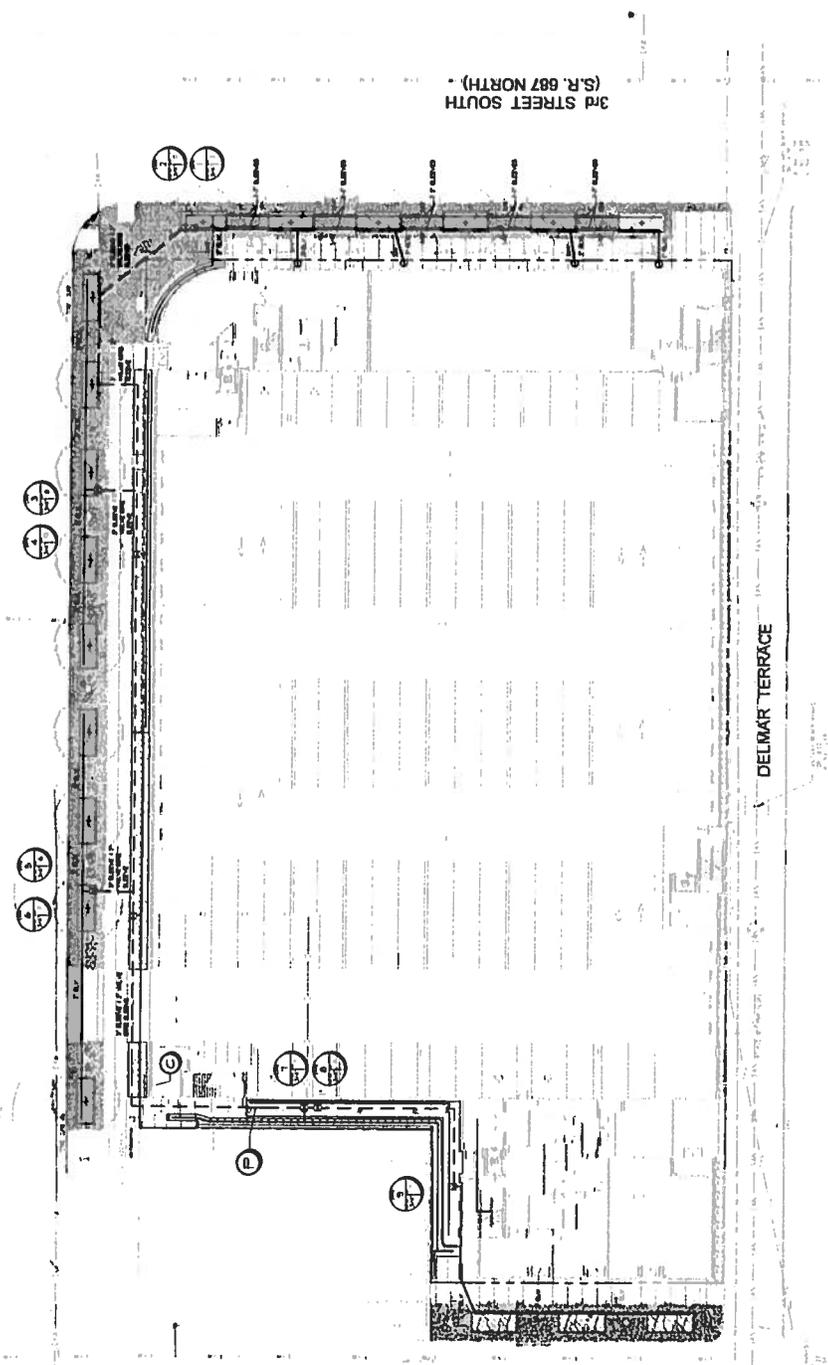
L-400

4th AVENUE SOUTH

4th STREET SOUTH
(S.R. 687 SOUTH)

3rd STREET SOUTH
(S.R. 687 NORTH)

DELMAR TERRACE



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 19, 2014

TO: The Honorable William Dudley, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute an annual Master Agreement and up to three (3) one (1)-year renewal options between the City of St. Petersburg and Booth Design Group, Genesis, and URS Corporation Southern for Miscellaneous Landscape Architectural Services for roadway, parks, engineering, and other Capital Improvement Projects.

EXPLANATION: On April 23, 2014, the Consultant Selection Committee selected the firms of Booth Design Group, Genesis, and URS Corporation Southern to perform miscellaneous landscape architectural services for roadway beautification, City parks, general engineering projects, and other projects identified in the City's Capital Improvement Program.

Landscape Architectural services will include studies, master planning, design, bid/award, general services during construction, permitting compliance, and other related services.

The consultants' services under this Agreement will be described in task orders. Each task order, after Council Approval and execution, shall become a supplement to and a part of the Agreement. These Agreements are based upon providing continuous services for one (1) year, with provisions for three (3) additional one (1)-year renewal periods, or until each authorized task order has been completed.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute an annual Master Agreement and up to three (3) one (1)-year renewal options with Booth Design Group, Genesis, and URS Corporation Southern to furnish services with regard to Landscape Architectural Services.

COST/FUNDING/ASSESSMENT INFORMATION: Funds for these services are generated from funded projects and programs, and user agencies, or will be appropriated at the time the task order is approved by City Council.

ATTACHMENTS: Resolution

APPROVALS:
hpk



TSG Administrative



Budget

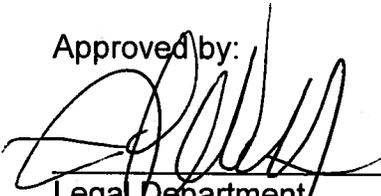
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ANNUAL MASTER AGREEMENT AND UP TO THREE (3) ONE (1)-YEAR RENEWAL OPTIONS BETWEEN THE CITY OF ST. PETERSBURG AND BOOTH DESIGN GROUP, GENESIS, AND URS CORPORATION SOUTHERN FOR MISCELLANEOUS LANDSCAPE ARCHITECTURAL SERVICES FOR ROADWAY, PARKS, ENGINEERING, AND OTHER CAPITAL IMPROVEMENT PROJECTS, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an annual Master Agreement and up to three (3) one (1)-year renewal options between the City of St. Petersburg and Booth Design Group, Genesis, and URS Corporation Southern for Miscellaneous Landscape Architectural Services for roadway, parks, engineering, and other Capital Improvement Projects, and providing an effective date.

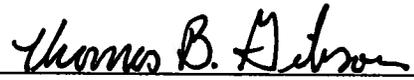
This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering Director



Tom Greene
Budget Director



MEMORANDUM

Council Meeting June 19, 2014

TO: Members of City Council
FROM: Mayor Rick Kriseman 
RE: Confirmation of Appointment to the Commission on Aging

I respectfully request that Council confirm the appointment of Dale J. Turk as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2016.

A copy of Mr. Turk's resume has been provided to the Council office for your information.

RK/ea

Attachments

cc: M. Jefferis, Parks & Recreation Director
C. Radin, Commission on Aging Liaison, Office on Aging

A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR
MEMBER TO THE COMMISSION ON
AGING; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Dale J. Turk as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2016.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)



MEMORANDUM

Council Meeting of June 19, 2014

TO: Members of City Council

FROM: Mayor Rick Kriseman 

RE: Reappointments to the Civil Service Board

I respectfully request that Council reappoint Brian Wilder, Donald B. Keller and Jenny Armstrong as regular members to the Civil Service Board to serve three-year terms ending June 30, 2017.

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

RK/ea

Attachment

cc: C. Guella, Human Resources Director

A RESOLUTION REAPPOINTING
REGULAR MEMBERS 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 reappoints Brian Wilder, Donald B. Keller and Jenny Armstrong as regular members to the Civil Service Board to serve three-year terms ending June 30, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: A resolution approving an Amendment (“Plan Amendment”) to the City’s Local Housing Assistance Plan under the State Housing Initiatives Partnership (“SHIP”) Program for FY 2012-2015 (“Current Plan”); authorizing the Mayor or his designee to accept a grant of \$1,143,819 from the Florida Housing Finance Corporation (“FHFC”) for FY 2014-2015 to fund the State Housing Initiatives Partnership (“SHIP”) Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; to submit the 2014-2015 SHIP Funding Strategies Summary Certification form to FHFC; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City’s SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City’s SHIP Program; authorizing the use of up to ten percent (10%) of the City’s SHIP allocation plus ten (10%) of the City’s SHIP Program Income for administrative costs of the SHIP Program; authorizing the Mayor or his designee to execute a grant agreement with the FHFC and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$1,143,819 from the increase in the unappropriated balance of the SHIP Fund (1019), resulting in these additional revenues to the SHIP Program, Housing and Community Development Department (082) Housing Administration Division (1089); and providing an effective date.

EXPLANATION: The State Housing Initiatives Partnership (“SHIP”) Program was created through the William E. Sadowski Affordable Housing Act, pursuant to Chapter 420.907 – 420.9079, Florida Statutes (“Act”), for the purpose of providing assistance through the transfer of funds from documentary stamps generated from the sale of residential properties to the Florida Housing Finance Corporation (“FHFC”) for use by local governments in implementing SHIP Programs to produce and preserve affordable housing. The City has participated in the SHIP Program since 1993.

To receive SHIP funds from the State, eligible municipalities must develop affordable housing strategies (“Strategies”) and must submit a SHIP Local Housing Assistance Plan (“Plan”) a minimum of every three years to FHFC to be eligible to receive funding. During the 2014 regular session of the Florida Legislature, the Florida Legislature allocated a total of \$167 million in funding to fund the SHIP Program from documentary stamp revenues, \$100 million of which was earmarked to fund the SHIP Program less \$4 million for homeless assistance, and \$5 million holdback to fund disaster relief separately if needed. FHFC allocated \$67 million to the State Apartment Incentive Loan (SAIL) Program to provide low interest loans on a competitive basis to developers of affordable housing. The City is scheduled to receive its allocation from the FHFC in the amount of \$1,143,819, and must comply with the Act during the implementation of the SHIP program during FY 2014-2015.

To accept the funding, the City has to budget the strategies in its Local Housing Assistance Plan (“LHAP”) under the SHIP Program for FY 2014-2015, where funding will be allocated to provide assistance to eligible applicants. All strategies currently in place shall remain in full force in effect except for the elimination of the Mayor’s Corridor Improvement Initiative identified as Item G in

the Local Housing Assistance Plan. The Purchase Assistance, Emergency Repair, Barrier Free, and Housing Rehabilitation Programs will be eligible to assist households whose incomes are up to 120% area median income ("AMI").

The City is required to reserve at least 30 percent of the funds for awards to very-low income persons and at least 30 percent of the funds for awards to low-income persons as required in the Act. In addition, there is a requirement to expend at least 75 percent of the funds for construction, rehabilitation or emergency repair and at least 65 percent of the funds for home ownership. The City is also required to make 20 percent of funds available for persons with special needs (preference to persons with developmental disabilities).

The City must expend all funding by June 30, 2016. The City is required to complete the SHIP Funding Strategies summary Certification Form detailing the strategies that it plans to use and submit it to the FHFC.

RECOMMENDATION: Administration recommends adoption of the attached resolution approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2012-2015 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$1,143,819 from the Florida Housing Finance Corporation ("FHFC") for FY 2014-2015 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; to submit the 2014-2015 SHIP Funding Strategies Summary Certification form to FHFC; and to expend funds in accordance with the current Plan, as amended, upon approval by the Florida Housing Finance Corporation; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the City's SHIP Program; authorizing the Mayor or his designee to execute a grant agreement with the FHFC and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$1,143,819 from the increase in the unappropriated balance of the SHIP Fund (1019), resulting in these additional revenues to the SHIP Program, Housing and Community Development Department (082) Housing Administration Division (1089); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$1,143,819 will be received from the FHFC. A supplemental appropriation in the amount of \$1,143,819 from the increase in the unappropriated balance of the SHIP Fund (1019), resulting in these additional revenues to the SHIP Program, Housing and Community Development Department (082), Housing Administration Division (1089) is required.

Attachments: Resolution
Certification Form

APPROVALS:

Administration: 
Legal: 00196436.doc V. 2

Budget: 

A RESOLUTION APPROVING AN AMENDMENT ("PLAN AMENDMENT") TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM FOR FY 2012-2015 ("CURRENT PLAN"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT OF \$1,143,819 FROM THE FLORIDA HOUSING FINANCE CORPORATION ("FHFC") FOR FY 2014-2015 TO FUND THE STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM FOR THE PURPOSE OF PROVIDING AFFORDABLE HOUSING OPPORTUNITIES FOR LOW- AND MODERATE-INCOME PERSONS; TO SUBMIT THE 2014-2015 SHIP FUNDING STRATEGIES SUMMARY CERTIFICATION FORM TO FHFC; AND TO EXPEND FUNDS IN ACCORDANCE WITH THE CURRENT PLAN, AS AMENDED, UPON APPROVAL BY THE FHFC; FINDING THAT FIVE PERCENT (5%) OF THE CITY'S SHIP ALLOCATION PLUS FIVE PERCENT (5%) OF PROGRAM INCOME IS INSUFFICIENT TO PAY THE ADMINISTRATIVE COSTS OF THE CITY'S SHIP PROGRAM; AUTHORIZING THE USE OF UP TO TEN PERCENT (10%) OF THE CITY'S SHIP ALLOCATION PLUS TEN PERCENT OF THE CITY'S SHIP PROGRAM INCOME FOR ADMINISTRATIVE COSTS OF THE SHIP PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE FHFC AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,143,819 FROM AN INCREASE IN THE UNAPPROPRIATED BALANCE OF THE SHIP FUND (1019), RESULTING IN THESE ADDITIONAL REVENUES TO THE SHIP PROGRAM, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (082), HOUSING ADMINISTRATION DIVISION (1089); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Program was created through the William E. Sadowski Affordable Housing Act, Chapter 420.907 – 420.9079, Florida Statutes ("Act"); and

WHEREAS, the SHIP Program transfers documentary stamp revenues to the Florida Housing Finance Corporation ("FHFC") and local governments for use in implementing partnership programs to produce and preserve affordable housing; and

WHEREAS, the Act provides for funding the SHIP Program through depositing a portion of the documentary stamp tax revenues as provided in s. 201.15, Florida Statutes, moneys received from any other source for the purposes of the Act, and all proceeds derived from the investment of such moneys with the Florida Housing Finance Corporation (“FHFC”) for distribution in accordance with the Act; and

WHEREAS, during the 2014 regular session of the Florida Legislature, \$167 million in funding to affordable housing to include the SHIP and State Apartment Incentive Loan (SAIL) programs; and

WHEREAS, \$100 million was allocated to the SHIP Program with \$4 million to be reserved for homeless funding, and \$5 million to be reserved for Disaster Relief; and

WHEREAS, The City is to receive its allocation from the Florida Housing Finance Corporation (“FHFC”) in the amount of \$1,143,819, and must comply with the Act during the implementation of the SHIP program for FY 2014-2015; and

WHEREAS, the City is required to expend at least 75 percent of the funds for rehabilitation or emergency repair and at least 65 percent of the funds for home ownership and reserve at least 30 percent of the total funds for awards to very-low income persons and at least 30 percent of the total funds for awards to low-income persons as required by the Act and;

WHEREAS, the City is required to make 20 percent of the funds available for persons with special needs; and

WHEREAS, the City proposes to amend its Local Housing Assistance Plan to reflect that Rehabilitation Assistance, Purchase Assistance, Emergency Repair, and Barrier Free Programs will be available to households whose incomes are up to 120% of area median income (“AMI”) with all programs otherwise remaining in full force and effect with the exception of the Mayor’s Corridor Initiative that is eliminated as a strategy; and

WHEREAS, in order to receive its FY 2014-2015 SHIP allocation, the City is required to complete a Ship Funding Strategies Summary Certification Form detailing the strategies that it plans to use and submit it to FHFC; and

WHEREAS, the City must expend all funding from this allocation by June 30, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an Amendment (“Plan Amendment”) to the City’s Local Housing Assistance Plan under the State Housing Initiatives Partnership (“SHIP”) Program for FY 2012-2015 (“Current Plan”) is approved; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to accept a grant of \$1,143,819 from the Florida Housing Finance Corporation ("FHFC") for FY 2014-2015 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; to submit the FY 2014-2015 SHIP Funding Strategies Summary Certification form to FHFC; and to expend funds in accordance with the Plan upon approval by the Florida Housing Finance Corporation; and

BE IT FURTHER RESOLVED that this City Council finds that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program and authorizes the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the City's SHIP Program; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a grant agreement with FHFC and all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the SHIP Fund (1019) resulting from these additional revenues, the following supplemental appropriation for FY 2015:

SHIP Fund (1019)

SHIP Program, Housing and Community Development Department (082),	
Housing Administration Division (1089)	\$1,143,819

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal:  Administration: 
Budget: 

Legal: 00196438.doc v.3



**CITY OF ST. PETERSBURG, FLORIDA
SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

TECHNICAL AMENDMENT

FISCAL YEARS COVERED

2012/2013, 2013/2014 AND 2014/2015

As Approved by the St. Petersburg City Council on June 19, 2014



Table of Contents

- I. Program Description4
 - A. Name of the Participating Local Government4
 - B. Purpose of the Program4
 - C. Fiscal Years Covered by the Plan4
 - D. Governance.....4
 - E. Local Housing Partnership4
 - F. Leveraging5
 - G. Public Input5
 - H. Advertising and Outreach.....6
 - I. Discrimination6
 - J. Support Services and Counseling6
 - K. Purchase Price Limits.....7
 - L. Income Limits, Rent Limits and Affordability7
 - M. Welfare Transition Program8
 - N. Monitoring and First Right of Refusal8
 - O. Administrative Budget8
 - P. Program Administration9
 - Q. Essential Services Personnel.....9
 - R. Initiatives for Green Building Design10

- II. LHAP Housing Strategies10
 - A. Emergency Repair.....10
 - B. Housing Rehabilitation.....12
 - C. Barrier Free14
 - D. Disaster Relief15
 - E. Purchase Assistance (First Time Home Buyer / with Rehabilitation).....17
 - F. Multi-Family Rental Housing Development.....19

- III. LHAP Incentive Strategies.....21
 - A. Expedited Permitting21
 - B. Ongoing Review Process21
 - C. Modification of Impact-Fee Requirements21
 - D. Allowance of Flexibility in Densities22
 - E. Reservation of Infrastructure Capacity22
 - F. Allowance of Affordable Accessory Residential Units.....22
 - G. Reduction of Parking and Setback Requirements22
 - H. Allowance of Flexible Lot Configurations, Including Zero-Lot-Line22
 - I. Modification of Street Requirements.....22
 - J. Printed Inventory of Locally Owned Public Lands.....22
 - K. Development Near Transportation Hubs23
 - L. Waiving Special Assessment Fees.....23
 - M. Sources to Assist in Locating Eligible Home Buyers and Renters.....23

Effective Date: July 1, 2014

IV. EXHIBITS.....23
Exhibit A Administrative Budget.....23
Exhibit B Timeline for Encumbrance and Expenditure27
Exhibit C Housing Delivery Goals Chart (HDGC).....30
Exhibit D Certification.....33
Exhibit E Resolution.....35
Exhibit F Information Sheet.....42
Exhibit G No Change to Original Ordinance43
Exhibit H Household Income Qualification Matrix with Monthly Payment Structure44
Exhibit I Down Payment and Closing Costs Assistance Flow Chart46

Effective Date: July 1, 2014

I. PROGRAM DESCRIPTION:

A. Name of the Participating Local Government:

City of St. Petersburg, Florida

Interlocal: Yes _____ No X

B. Purpose of the Program:

Creation of the Plan is for the purpose of meeting the housing needs of the very low, low and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the City's Comprehensive Plan specific to affordable housing.

C. Fiscal Years Covered by the Plan:

2012/2013

2013/2014

2014/2015

D. Governance:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37 Florida Administrative Code. The SHIP Program does further the housing element of the City's Comprehensive Plan. **The City must be in compliance with these applicable statutes and rules.**

E. Local Housing Partnership:

The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups. The City of St. Petersburg maintains active partnerships with many entities including:

1. Local Governments and Other Public Agencies:

- a. Housing Services Committee – The Committee is composed of 5 City Council members plus 1 alternate City Council member and invited participants representing the home building industry, public housing, homeless service providers, neighborhood representatives, the lending industry, and economic development interests. The Committee addresses the on-going need for affordable livable rental and owner-occupied housing units within the City by proposing legislation, developing clear-cut policies, supporting proven strategies and providing for the implementation of best practices. The Committee is tasked to provide recommendations on initiatives to the full City Council.
- b. West Central Florida SHIP Steering Committee - The City is a founding member and participant in the Committee, which provides a forum to discuss housing challenges and solutions on a region-

Effective Date: July 1, 2014

wide basis.

- c. Low Income Housing Leadership Network of the Health and Human Services Coordinating Council for Pinellas County – The City participates in this organization working to expand the amount of housing that is available to low-income service workers or other persons whose income is at or below 80% of the area median income. It strives to develop housing in coordination with service providers so that those persons needing supportive services are provided those services.

2. Community-Based Housing and Service Organizations:

- a. The City funds a variety of community-based organizations, which provide a variety of services to its residents.

3. Lending Institutions:

- a. The City has partnerships with the lenders that participate in its various programs. On-going training is provided by the City to lenders that participate in the City's program and also to new lenders that wish to work with the City's programs.

F. Leveraging:

The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation ("FHFC") programs and to provide local match to obtain Federal housing grants or programs.

Use of SHIP funds in combination with Federal housing grants or programs include: HOME Investment Partnership ("HOME"), Community Development Block Grant ("CDBG") Program, Pinellas County Trust Funds, FHFC Low Income Housing Tax Credit ("LIHTC") funds and the Neighborhood Stabilization Program ("NSP").

The City may also use its SHIP funds to leverage private sector financing.

G. Public Input:

Public input solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability (NOFA). In addition, the City's Consolidated Plan process, which incorporates the SHIP Program, was used to obtain broader public input for

Effective Date: July 1, 2014

the development of this plan. A NOFA and advertisement of workshops and public hearing dates were published on January 8, 2014. A public hearing on housing and community/economic development needs and past performance was held on January 21, 2014. A workshop to discuss the preparation of sub-recipient and sponsor applications and to provide technical assistance was held on February 5, 2014. A public notice was published in a newspaper of general circulation on June 6, 2014 to receive comments on the proposed LHAP. Comments will be received through June 17, 2014.

H. Advertising and Outreach:

The City will advertise the NOFA in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no NOFA is required.

In addition to advertising in the newspaper, the City publicizes the SHIP program on the city's website, www.stpete.org, and on the City's local government cable channel, with brochure mailings and with presentations to local employers to provide housing program information and updates.

I. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing. In implementing its SHIP program, the city is mindful to affirmatively further fair housing. The city utilizes CDBG funds to further fair housing outreach and education activities, as called for in the Consolidated Plan.

J. Support Services and Counseling:

Support services and counseling are available from various sources. Available support services may include but are not limited to:

1. Homeownership Counseling (Pre and Post)
2. Budgeting
3. Home Maintenance and Repair
4. Credit Counseling
5. Foreclosure Intervention Services

All home buyers who purchase a home utilizing the City's programs must attend approved classes on the topic of "Home Ownership" offered through a series of seminars and workshops by several non-profit organizations.

The City also recommends Home Maintenance classes to provide

Effective Date: July 1, 2014

information on home maintenance and repair through the Pinellas Technical Education Center (PTEC).

For Potential home buyers that are not immediately "mortgage-ready," a non-profit agency provides counseling to develop a positive credit history and to determine housing affordability.

Households that are delinquent on their mortgage obligations are provided Foreclosure Intervention services including: Counseling, intervention (if necessary) and an Emergency Mortgage Payment Loan Fund. In case of those victimized through predatory lending, short term financing is provided to preserve home ownership.

K. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- Independent Study (copy attached)
 U.S. Treasury Department
 Local HFA Numbers

The City is also a recipient of Federal HOME Investment Partnership funds. The maximum sales price of housing used in the HOME Program is that of the Federal Housing Administration ("FHA") Mortgage Limits. The City's Policy and Planning Committee previously recommended and St. Petersburg City Council approved a policy to utilize the FHA Mortgage Limits or the results of a SHIP approved methodology; whichever is lower, for its maximum purchase price limit for both programs. The maximum purchase price shall increase without further action by City Council when a maximum sales price limit is determined using this procedure.

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts attached as **Exhibit C**.

L. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by

Effective Date: July 1, 2014

Florida Housing Finance Corporation. Affordable means that monthly rents or monthly mortgage payments, including taxes and insurance, do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the household as indicated in Sections 420.9071 F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing, does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program:

Should an eligible sponsor be used, the City has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal:

In the case of rental housing, the City's Housing staff shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, the City's Housing staff may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for 15 years or the term of assistance whichever is longer, unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal for a period of at least 60 days to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget:

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

The City of St. Petersburg finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida

Effective Date: July 1, 2014

Administrative Code, states:

"A county of an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapters 67-37, Florida Administrative Code, further states:

"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs."

The City of St. Petersburg has adopted the above findings in the attached resolution, attached as **Exhibit E**.

P. Program Administration:

Administration of the local housing assistance plan is the responsibility of the City. However, there are third party contracts with agencies to provide housing counseling services:

1. Catholic Charities Diocese of St. Petersburg, Inc.
2. Community Service Foundation
3. Tampa Bay Community Development Corporation
4. St. Petersburg Neighborhood Home Solutions

Q. Essential Service Personnel Rule Chapter 67-37.002(8) F.A.C., Chapter 67-37.005(10), F.A.C. and Section 420.9075(3), F.S.:

The City's definition of essential service personnel includes, but is not limited to persons in need of affordable housing who are employed in occupations or professions in which they are considered essential to the community, who contribute to the growth and well being of the City and are permanently employed (excluding temporary and on-call employees) by a business or organization located within the City of St. Petersburg, including but not limited to persons working in one of the following categories:

1. Teachers, Educators, Instructional Personnel and Other School District, Public, Private, Community College and University employees
2. Justice, Public Order and Safety Activities – Local and State Law Enforcement, Corrections, Firefighters, Rescue, Emergency Responders and Emergency Management
3. Local, County, State and Federal Government Personnel
4. Medical, Health Care and Social Assistance Personnel
5. Accommodation, Food Services and Other Tourism Trade Personnel
6. General Retail and Wholesale/Warehouse Personnel
7. Hospitality and Food Service

Effective Date: July 1, 2014

8. Utility Providers (water/sewer, wastewater, electrical, communications, etc.)
9. Skilled Building Trades and Construction Industry Personnel
10. Personnel Care Service Providers (hair, nail and skin services)
11. Facility Maintenance Personnel
12. Transit and Ground Passenger Transportation Personnel
13. Marine Services Personnel
14. Social Service and Non-Profit Employees
15. Information Technology Industry Personnel
16. Biotechnology Industry Personnel
17. Jail and Prison Employees
18. Landscape Industry Personnel
19. Members of the United States Armed Forces who are on full-time active duty and Members of a Reserve Component of the United States Armed Forces
20. Automobile Mechanics and Technicians, and
21. Personnel in Other Categories and Industries deemed essential in the City of St. Petersburg based on the local economy.

The City of St. Petersburg will review and revise this definition of Essential Service Personnel on an as needed basis to conform to local economic and industry trends and as required by Section 420.9075(3)(a) Florida Statutes.

In order to be eligible for SHIP assistance, Essential Personnel households shall have a maximum household gross annual income at or below 120% of Area Median Income (AMI) as determined by the Florida Housing Finance Corporation and adjusted for household size.

R. Initiatives for Green Building Design 420.9075(3) (d), F.S.:

The City encourages the incorporation of innovative design techniques into construction and rehabilitation projects for ongoing sustainability and affordability. The initiatives include, but are not limited to, green building principles, storm resistant construction and energy efficient features, installation of energy efficiency doors and windows, star appliances and water heater and low flow water saving toilets and faucets. Hurricane preventative measures include, but are not limited to, storm resistant construction, hurricane shutters, garage doors, architectural roof shingles and windows that meet the current Florida Building Code.

II. LHAP HOUSING STRATEGIES:

A. EMERGENCY REPAIR

1. Summary of the Strategy:

The Emergency Repair Strategy will provide assistance for emergency repairs to owner-occupied housing in the following categories:

Effective Date: July 1, 2014

- a. Electrical System Repair
- b. Potable Water/Sewer/Plumbing Repair
- c. Repair or replacement of Heating, Ventilation and Air Conditioning (HVAC) systems when the household occupants are elderly, disabled and/or have a medical condition that would require the installation of this system
- d. Replacement of water heater and severely damaged leaking pipes
- e. Replacement of ceilings that have been damaged as a result of a leaking roof
- f. Repair or replacement of floor areas weakened by water damage
- g. Repair of other emergency situations determined to be an immediate health and/or safety threat
- h. Replacement of leaking roofs, to include, fascia and soffit, and to perform safe practices if Lead Based Paint has been previously applied to the surface
- i. Replacement of faulty electrical wiring
- j. Replacement of malfunctioning plumbing facilities to include pipes
- k. Termite treatment and damage repair and replacement

2. Fiscal Years Covered:

2012/2013
 2013/2014
 2014/2015

3. Income Categories to be Served:

Extremely Low-Income (30% AMI)
 Very Low-Income (50% AMI)
 Low-Income (80% AMI)
 Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts

5. Terms of the Award; Recapture and Default:

For Extremely Low, Very Low and Low-Income and moderate-income households, this 0% interest, secured loan will amortize. The borrower's monthly payment amount will be determined by the household's monthly income category at 30%, 50%, 60%, 80%, and 120% of the Median Family Income (MFI) as defined by the U.S. Department of Housing and Urban Development (HUD), established specifically to St. Petersburg, Florida and the borrower's loan amount. For loan amounts not exceeding \$15,000, the monthly payment will be calculated at 1% of the household's monthly MFI; for loan amounts between \$15,001 and \$20,000, the monthly payment will be calculated at 2% of the household's monthly MFI, (see Exhibit H). The loan balance will become due and payable in full if the borrower ceases to occupy the property as their legal homestead and principal place of residence. The loan is due upon death unless

Effective Date: July 1, 2014

the heir(s) provide documentation to support that he/she/they are lawfully in title to the property and his/her/their combined annual gross income as defined in Title 24 of the Code of Federal Regulations, section 5.609 (commonly referred to as 24CFR Part 5), is calculated to determine that the household is "income eligible." All heirs must agree to own and occupy the property as his/her/their primary residence. If all the aforementioned contingencies are met, then assumption by the heir(s) of the loan may be allowed. All terms of the original mortgage and note shall remain in full force and effect. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

Eligible owner-occupants will be prioritized according to the following guidelines:

- a. Emergency Situation (specifically, major roof leak(s), electrical hazards which involve life safety issues and/or plumbing or potable water conditions that involve safety and sanitary issues, as determined by the City)
- b. Persons Who Have Special Needs - as defined in Rule Chapter 67-37.002(21), F.A.C.
- c. Extremely Low and Very Low-Income Households
- d. Those Who Have Not Received Prior Assistance

7. Additional Information:

The Emergency Repair strategy is limited to assisting owner-occupied single family homes, condominium units, town home units or cooperative residential units only that are located in the corporate limits of the City of St. Petersburg. Limit of one Emergency Repair loan per property. Properties with junk, trash and debris, inoperative vehicle and overgrowth code violations may not be assisted until the situation/violation is cleared. Mortgage payments must be current. Properties assisted under this program are exempt from requirements for lead-based paint abatement.

B. HOUSING REHABILITATION:

1. Summary of the Strategy:

The Housing Rehabilitation strategy will provide assistance for substantial rehabilitation to remove health or life/safety risks, correct code violations to owner-occupied housing. In cases where the house is determined to be beyond financial or physical repair, there is an option to use the assistance, in part, to demolish the existing house and build a new house. Assistance is also provided to identify and mitigate lead-based paint hazards and to hurricane-harden the property to reduce hurricane damage to owner-occupants residence. Inclusion of Energy Conservation/Efficiency and Hurricane Hardening products must be included when applicable. Repairs must be made in compliance with the W.I.N. Minimum Quality Standards and the property must meet the City of St. Petersburg's Property Maintenance Minimum Standards after rehabilitation.

Effective Date: July 1, 2014

2. Fiscal Years Covered:

2012/2013
2013/2014
2014/1015

3. Income Categories to be Served:

Extremely Low-Income (30% AMI)
Very Low-Income (50% AMI)
Low-Income (80% AMI)
Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts:

5. Terms of the Award; Recapture and Default:

For Extremely Low, Very Low and Low-Income and moderate-Income households, this 0% interest, secured loan will amortize. The borrower's monthly payment amount will be determined by the household's monthly income category at 30%, 50%, 60%, 80% and 120% of the Median Family Income (MFI) as defined by the U.S. Department of Housing and Urban Development (HUD), established specifically to St. Petersburg, Florida and the borrower's loan amount. For loan amounts not exceeding \$15,000, the monthly payment will be calculated at 1% of the household's monthly MFI; for loan amounts between \$15,001 and \$30,000, the monthly payment will be calculated at 2% of the household's monthly MFI; for loan amounts between \$30,001 and \$45,000, the monthly payment will be calculated at 3% of the household's monthly MFI; and for loan amounts between \$45,001 and \$60,000, the monthly payment will be calculated at 4% of the household's monthly MFI (see Exhibit H). The loan balance will become due and payable in full if the borrower ceases to occupy the property as their legal homestead and principal place of residence. The loan is due upon death of the borrower unless the heir(s) provide documentation to support that he/she/they are lawfully in title to the property and his/her/their combined annual gross income, as defined in Title 24 of the Code of Federal Regulations, section 5.609 (commonly referred to as 24CFR Part 5), is calculated to determine that the household is "income eligible." All heirs must agree to own and occupy the property as his/her/their primary residence. If all the aforementioned contingencies are met, then assumption by the heir(s) of the loan may be allowed. All terms of the original mortgage and note shall remain in full force and effect. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

Eligible owner-occupants will be prioritized according to the following guidelines:

a. Emergency Situation

Effective Date: July 1, 2014

- b. Persons Who Have Special Housing Needs - as defined in the City's Consolidated Plan: physically disabled, elderly (households where the principal is 65 years or older) and household income at or below 50% AMI. Rule Chapter 67-37.002(21), F.A.C.
- c. Extremely Low and Very Low-Income Households
- d. Completion of Required Home Maintenance Training
- e. Those who have Not Received Prior Assistance

7. Additional Information:

The Housing Rehabilitation strategy is limited to assisting owner-occupied single family homes, condominium units, town home units or cooperative residential units only that are located in the corporate limits of the City of St. Petersburg. Properties with junk, trash and debris, inoperative vehicle and overgrowth code violations may not be assisted until the situation/violation is cleared. Mortgage payments must be current. There is a lifetime limit of one Housing Rehabilitation loan per property and/or borrower.

C. BARRIER FREE:

1. Summary of the Strategy:

The Barrier Free strategy will provide assistance to retrofit eligible owner-occupied or rental single family homes, condominium units, town home units, cooperative residential units or apartments that are located in the corporate limits of the City of St. Petersburg, to allow functional accessibility for the owner or member of the household who is physically disabled.

2. Fiscal Years Covered:

2012/2013
2013/2014
2014/2015

3. Income Categories to be Served:

Extremely Low-Income (30% AMI)
Very Low-Income (50% AMI)
Low-Income (80% AMI)
Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts

5. Terms of the Award; Recapture and Default:

Assistance will be provided in the form of a grant for to owner-occupied or rental households in the amount of \$1 to \$3,000. For owner-occupied households, a 0% interest loan for assistance will be provided in the amount of \$3,001 to \$15,000, but not less than \$3,001, which is evidenced by a promissory note and secured by a mortgage. For Extremely Low, Very Low,

Effective Date: July 1, 2014

Low-Income, and Moderate-Income households, the loan is forgiven for a period of fifteen years depending on the loan amount: loan amounts at or below \$5,000 shall be forgiven after 60 months, loan amounts between \$5,001 and \$10,000 shall be forgiven after 120 months and loan amounts between \$10,001 and \$15,000 shall be forgiven after 180 months. The loan balance will become due and payable in full if the borrower ceases to occupy the property as their legal homestead and principal place of residence. The loan is due upon death of the borrower unless the heir(s) provide documentation to support that he/she/they are lawfully in title to the property and his/her/their combined annual gross income, as defined in Title 24 of the Code of Federal Regulations, section 5.609 (commonly referred to as 24CFR Part 5), is calculated to determine that the household is "income eligible." All heirs must agree to own and occupy the property as his/her/their primary residence. If all the aforementioned contingencies are met, then assumption by the heir(s) of the loan may be allowed. All terms of the original mortgage and note shall remain in full force and effect. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

Eligible households must have a permanent, full-time member who is a "person who has special needs," as defined in Rule Chapter 67-37.002(21), F.A.C., and thereafter on a "first-come, first-ready" basis.

7. Additional Information:

The Barrier Free modifications may include structural modifications or apparatus that are permanently affixed to the housing unit. Assistance of \$3,000 or less will be provided as a grant. Rental assistance of \$3,000 or less will be provided to rental units occupied by eligible households with authorization from the owner of the property. There must be a minimum of twelve months remaining on the lease from the date of closing on the grant.

D. DISASTER RELIEF:

1. Summary of the Strategy:

The Disaster Relief strategy will provide assistance in which an emergency or natural disaster has been declared by executive order, including but not limited to hurricanes, tornadoes, floods, droughts, hazardous materials spills or accidents, wildfires and lightning. The following activities on behalf of eligible home owners may be provided: interim repairs to avoid additional property damage, payment of insurance policy deductibles for the insured residence, rehabilitation, new construction or any other eligible activities as provided under Florida Statutes or as authorized by the City. Assistance will only be provided for repairs not covered by insurance or other disaster programs.

Effective Date: July 1, 2014

2. Fiscal Years Covered:

2012/2013

2013/2014

2014/2015

3. Income Categories to be Served:

Extremely Low-Income (30% AMI)

Very Low-Income (50% AMI)

Low-Income (80%AMI)

Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts

5. Terms of the Award; Recapture and Default:

Assistance will be deferred if assistance provided is under \$20,000. In the event that the city is assisting with replacement housing, a mortgage will be placed on the property to assist the city in monitoring homeowner occupancy for a period of fifteen years. The mortgage amount will be forgiven and a satisfaction of mortgage will be recorded once the lien period is completed. If the owner sells the property or rents the property during the lien period, the owner shall be considered in default, and shall reimburse the city using the following method:

$$\frac{\text{Dollar Amount of Lien}}{\text{Total Lien Period in Years}} \quad X \quad \begin{array}{l} \# \text{ of Years Remaining in} \\ \text{Affordability Period} \end{array}$$

Specific strategy requirements will be developed for each emergency or natural disaster. The loan is due upon death of the borrower unless the heir(s) provide documentation to support that he/she/they are lawfully in title to the property and his/her/their combined annual gross income, as defined in Title 24 of the Code of Federal Regulations, section 5.609 (commonly referred to as 24CFR Part 5), is calculated to determine that the household is "income eligible." All heirs must agree to own and occupy the property as his/her/their primary residence. If all the aforementioned contingencies are met, then assumption by the heir(s) of the loan may be allowed. All terms of the original mortgage and note shall remain in full force and effect. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

After determination of eligibility, recipients will be selected according to the following priorities:

a. Emergency Situation

Effective Date: July 1, 2014

- b. Persons Who Have Special Needs - as defined in Rule Chapter 67-37.002(21), F.A.C.
- c. Income Level (Extremely Low and Very Low-Income households receive priority over Low-Income and Moderate-Income households)

7. Additional Information:

The Disaster Relief strategy will assist single family homes, condominium units, town home units or cooperative residential units only that are located in the corporate limits of the City of St. Petersburg.

E. PURCHASE ASSISTANCE (FIRST TIME HOME BUYER / WITH REHABILITATION)

1. Summary of the Strategy:

The First Time Home Buyer Purchase Assistance strategy shall provide financial assistance to first time home buyers, as defined by the U.S. Department of Housing and Urban Development (HUD), Homeownership Center (HOC) Reference Guide, Miscellaneous Policies, Chapter 3, Pg. 3-02, who purchase a newly constructed or existing single family residence, condominium, town-home or co-operative living unit located within the municipal boundaries of the City of St. Petersburg.

2. Fiscal Years Covered:

2012/2013
2013/2014
2014/2015

3. Income Categories to be Served:

Extremely Low-Income (30% AMI)
Very Low-Income (50% AMI)
Low-Income (80% AMI)
Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts

5. Terms of the Award; Recapture and Default:

Individual loans, not exceeding \$20,000, shall be made available to eligible first-time home buyers whose incomes are at or below 80% of AMI. Loans in the amount of \$6,000 will also be made available to households whose incomes are up to 120% of AMI city-wide and up to \$10,000 for households who purchase a home in the proposed south-side CRA area of the City. The loan amount shall be based on the purchase price of the home, the amount of the first mortgage loan amount and the cost of closing the purchase transaction. First: an amount equal to ten percent (10%) of the purchase price shall be attributed to the down payment; Second: an amount equal to

Effective Date: July 1, 2014

one percent (1%) of the first mortgagee's loan amount shall be allocated to fund the up-front cost of the Federal Housing Administration (FHA) Mortgage Insurance Premium (MIP) or the conventional Private Mortgage Insurance (PMI) premium; Third: \$4,000 shall be provided to fund standard closing costs. However, should the borrower's required two percent (2%) contribution to the transaction be insufficient to pay all additional and necessary prepaid items, the city shall consider funding those prepaid items in an amount over and above the standard closing costs. In no case shall the total assistance exceed \$20,000.

Monthly payments shall be amortized at an interest rate of zero percent (0%) for a term of 20 years or 240 months. After 120 monthly payments have been made, at which time the principal balance of the loan shall have been reduced to fifty percent (50%), the remaining principal balance or fifty percent (50%) of the loan balance shall be forgiven. (see Exhibit I).

Loan terms shall be in accordance with the conditions of the City's note and mortgage documents and the SHIP program funding agreement. As stipulated in the mortgage loan documents: If a borrower does not remain the property owner and occupant, or if any part of the property, or an interest therein is rented, leased, sold or transferred by the borrower, the City shall at its option, declare all funds secured by the mortgage immediately due and payable. The loan is due upon death of the borrower unless the heir(s) provide documentation to support that he/she/they are lawfully in title to the property and his/her/their combined annual gross income, as defined in Title 24 of the Code of Federal Regulations, section 5.609 (commonly referred to as 24CFR Part 5), is calculated to determine that the household is "income eligible." All heirs must agree to own and occupy the property as his/her/their primary residence. If all the aforementioned contingencies are met, then assumption by the heir(s) of the loan may be allowed. All terms of the original mortgage and note shall remain in full force and effect. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

After determination of eligibility, recipients will be selected according to their completion of the required Home Ownership Training and the recommended Home Maintenance Class.

7. Additional Information:

Purchase Assistance is limited to one time per borrower, except when a previously assisted borrower's home is purchased for a public purpose. A minimum amount equal to two percent (2%) of the property's selling price is

Effective Date: July 1, 2014

required as a contribution by the borrower which may not be a gift, may not be borrowed, or paid by anyone other than the borrower (out-of-pocket expenses are included in this calculation). To be eligible for Purchase Assistance, the applicant and/or co-applicant must complete an eight-hour ownership education course and receive a "Certificate of Completion" from the city-approved educational provider, prior to closing the Purchase Assistance loan. Although highly recommended, the Home Maintenance Class is not a prerequisite to obtaining Purchase Assistance.

F. MULTI-FAMILY RENTAL HOUSING DEVELOPMENT

1. Summary of the Strategy:

The Multi-Family Rental Housing Development strategy provides financing for the new construction or the acquisition and/or substantial rehabilitation of multi-family rental units developed by eligible sponsors or the city. The city encourages leveraging of SHIP funds whenever possible. Units developed are to be occupied by primarily extremely low, very low and low-income occupants. Moderate-income units will only be funded to provide for the opportunity of "mixed-income" housing in a project that also serves extremely low, very low and low-income households.

2. Fiscal Years Covered:

2012/2013

2013/2014

2014/2015

3. Income Categories to be Served:

Extremely Low Income (30% AMI)

Very Low Income (50% AMI)

Low-Income (80% AMI)

Moderate-Income (120% AMI)

4. Maximum Award is Noted on the Housing Delivery Goals Charts

5. Terms of the Award; Recapture and Default:

Developers who provide units for persons who have special needs as defined in Rule 67-37.002(21), F.A.C., shall receive a 0% interest loan. The loan term is set for the period of affordability, which is a minimum of 20 years for new construction (however, longer terms may be approved if a corresponding longer affordability period is provided). The loan payments are deferred during the affordability period and then the full amount of the loan is forgiven at the end of the loan term. Multi-family rental housing developments that serve eligible SHIP clients, but do not serve persons who have special needs as defined in Rule 67-37.002(21), F.A.C., shall receive a 0% interest loan which will amortize over the 20 year minimum affordability

Effective Date: July 1, 2014

period. However, if the Debt Coverage Ratio will drop below 1.10 as a result of the payments, payments may be deferred for five years or the loan term may be extended beyond 30 years if a corresponding longer affordability period is provided. Development agreements, notes, mortgages and deed restrictions will be used to ensure compliance and repayment. Eligible sponsors that offer rental housing for sale before the loan term has matured, must give a first right of refusal for a minimum of sixty days to eligible non-profit organizations for purchase at the current market value for continued occupancy by eligible persons. Any transfer is subject to meeting the selection criteria of the City's Project Review Team, City Council or Mayor, as applicable. If a non-profit agency is not interested in purchasing the property, the property may then be sold to a for-profit sponsor. The balance of the loan will be repaid to the City and will be classified as program income (received prior to the loan term) funds. All funds repaid shall be considered "program income," as defined in SHIP statute (420.9071(24), F.S.).

6. Recipient Selection Criteria:

Sponsors shall identify set-aside of units for income levels and for "Persons Who Have Special Needs," as defined in Rule Chapter 67-37.002(21), F.A.C., during application process. After project completion, eligible tenants shall be solicited.

7. Sponsor Selection Criteria:

General Requirements:

- a. Financial capacity to undertake the project, evidenced by a current audit or other documentation that shows stable financial condition
- b. Not be listed on City's Limited Denial of Participation List which excludes participation for a minimum of two years
- c. If previously funded, sponsor has performed successfully
- d. Sponsor and development team (if applicable) are in good standing with the city
- e. If Incorporated as a Non-Profit Organization, Sponsors must be incorporated at least one year before application submission deadline and have 501(c) (3) status from IRS at least one year before application.

Additional Requirements:

- a. Sponsor must have site control and required zoning to receive funding under this program
- b. Sponsor must have affordable housing development experience
- c. Sponsor must have the ability to secure other funds and financing necessary to complete the project
- d. Approval of the City's Project Review Team, and Mayor/City Council, as required
- e. Submission and approval of a written monitoring and management plan

Effective Date: July 1, 2014

8. Additional Information:

For rental projects competing for competitive scoring in programs funded by the Florida Housing Finance Corporation, up to 10% of the City's assistance may reimburse the sponsor of the assisted project for the building permit or for impact fees. This assistance will be to a maximum of \$25,000, as a forgiven portion of the loan, at the end of the affordability period.

III. LHAP INCENTIVE STRATEGIES 420.9076, F.S.

A. Name of the Strategy: Expedited Permitting (Required)

The City will continue the current process of expediting Building Permit Applications, as defined in s. 163.3164(7) and (8), for affordable housing projects to a greater degree than other projects. In addition, the City will amend the permit application to more clearly identify an affordable housing project.

B. Name of the Strategy: Ongoing Review Process (Required)

The City will continue the current process by which it considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. The Housing and Community Development Department (HCD) Director will forward the Affordable Housing Impact Statement form to City administration and all directors to remind them of this incentive and the significance of the process. In addition, the HCD will continue to review all Planning & Visioning Commission, Community Preservation Commission and Development Review Commission meeting agendas, as well as City Council meeting agendas, for items that may impact affordable housing and to ensure that the Affordable Housing Impact Statement form is included, when appropriate.

C. Name of the Strategy: Modification of Impact-Fee Requirements

It is recommended that the City and County work together to modify the existing Pinellas County Transportation Impact Fee (TIF) and the proposed Multi-Modal Impact Fee (MMI) requirements for affordable housing, including conducting any technical studies that are necessary to justify lower fees or the elimination of fees for multifamily projects and single family homes developed as affordable housing, and further recommends that the City and County work together to identify another revenue source or sources to pay for the reduced or eliminated fee. In addition, it is recommended that the City consider the reduction or waiver of fees for affordable housing, specifically, special meeting fees assessed by the Construction Services and Permitting Division related to pre-construction and post-plan review comment/assistance meetings.

The HCD will continue its current policy of providing assistance up to

Effective Date: July 1, 2014

\$25,000 to an eligible affordable housing developer of a rental project financed through HCD for the building and TIF fees as a “forgiven” portion of the loan.

- D. Name of the Strategy: Allowance for Flexibility in Densities**
No changes are recommended to the City's land development regulations (LDRs) which were amended in November 2007 to allow flexibility in densities for affordable housing.
- E. Name of the Strategy: Reservation of Infrastructure Capacity**
A new process or procedure for reserving infrastructure capacity is not recommended given the fact that the City's public facilities, including potable water, sanitary sewer, recreation and roadway level of service have excess capacity.
- F. Name of Strategy: Allowance of Affordable Accessory Residential Units**
No changes are recommended to the City's LDRs pertaining to the allowance of affordable accessory residential units in residential zoning districts. City staff will prepare a procedure to more accurately track the number of accessory dwelling units, including construction and renovation of accessory units in the Neighborhood Traditional zoning districts.
- G. Name of Strategy: Reduction of Parking and Setback Requirements**
No changes are recommended to the City's LDRs pertaining to parking and setback requirements. City staff will conduct a review of whether or not licensed residential treatment facilities may be able to receive the same reduced parking requirement as assisted living facilities.
- H. Name of Strategy: Allowance of Flexible Lot Configurations, Including Zero-Lot-Line Configurations**
No changes are recommended to the City's LDRs which presently allow flexible lot configurations, including zero-lot-line configurations.
- I. Name of Strategy: Modification of Street Requirements**
No changes are recommended to the City's LDRs pertaining to street requirements.
- J. Name of Strategy: Printed Inventory of Locally Owned Public Lands**
In addition to the preparation of a printed inventory of locally-owned public lands suitable for affordable housing, it is recommended that the City consider the implementation of a Foreclosure Registry.

Effective Date: July 1, 2014

K. Name of Strategy: Development Near Transportation Hubs and Major Employment Centers and Mixed-Use Developments

No changes are recommended to the City's LDRs, which generally encourage mixed-use development and specifically support development near transportation hubs and major employment centers.

L. Name of Strategy: Waiving Special Assessment Fees (New)

It is recommended that the City continue to implement and market the current Special Assessment Waiver Program for Housing through the use of a Development Agreement that allows waiving the special assessment fees for lot clearing, boarding and demolition in return for a residential structure being renovated/rehabilitated or newly constructed and made available as owner-occupied housing. In addition, it is recommended that the Special Assessment Waiver Program be further refined to provide a waiver process for any affordable residential housing.

M. Name of Strategy: Identification of Sources to Assist in Locating Eligible Home Buyers and Renters (New)

No changes are recommended to the HCD's current policy of helping affordable housing developers to identify eligible home buyers and renters. In addition the City will continue to participate in the annual Hope Expo event.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan is attached as **Exhibit A.**

B. Timeline for Encumbrance and Expenditure: *Chapter 67-37.005, F.A.C.* A separate timeline for each fiscal year covered in this plan is attached as **Exhibit B.** Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan:
Completed HDGC for each fiscal year is attached as **Exhibit C.**

D. Certification Page:
Signed Certification is attached as **Exhibit D.**

E. Adopting Resolution:
Original signed, dated, witnessed or attested adopting resolution is attached as **Exhibit E.**

Effective Date: July 1, 2014

- F. Program Information Sheet:**
Completed program information sheet is attached as **Exhibit F.**
- G. Ordinance:**
No change from original ordinance - **Exhibit G** is not applicable.
- H. Household Income Qualification Matrix with Monthly Payment Structure:**
Matrix for Emergency Repair and Housing Rehabilitation strategies repayment terms is attached as **Exhibit H.**
- I. Purchase Assistance: Payment and Closing Costs Assistance Flow Chart:**
Matrix for the Purchase Assistance strategy repayment terms is attached as **Exhibit I.**

Title: LHAP Template 2009

Exhibit A Admin Budget

No. 001

Fiscal Year 2012/2013	
	67-37.005(1), F.A.C.
	Effective Date: 11/09
Salaries and Benefits	\$23,800.00
Office Supplies and Equipment	\$600.00
Travel Perdiem Workshops, etc	\$0.00
Advertising	\$600.00
	\$25,000.00

Fiscal Year 2013/2014	
Salaries and Benefits	\$17,676.00
Office Supplies and Equipment	\$900.00
Travel Perdiem Workshops, etc	\$0.00
Advertising	\$600.00
	\$19,176.00

Fiscal Year 2014/2015	
Salaries and Benefits	\$134,381.00
Office Supplies and Equipment	\$2,700.00
Travel Perdiem Workshops, etc	\$3,000.00
Advertising	\$1,800.00
	\$141,881.00

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Name of Local Government: City of St. Petersburg

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in

Page 2
Certification

the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

- 13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or **X** has not been implemented.
(note: Miami Dade County will check "has")

Witness

Chief Elected Official or designee

Witness

Gary Cornwell, City Administrator
Type Name and Title

Date
OR

Attest:
(Seal)

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2014-2015 Funding Certification**

Name of Local Government

City of St. Petersburg

Projected Allocation*

\$1,143,819

**See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Housing Rehabilitation	H/O	Y	Y	\$192,299
Emergency Repair	H/O	Y	Y	\$239,939
Barrier Free	H/O and Rental	Y	Y	\$29,000
Purchase Assistance	H/O	Y	Y	\$500,000
Housing Counseling	Rental	Y	Y	\$20,000
Multi-Family Housing	Rental	Y	Y	\$47,500
Total must equal total allocation for 2014-2015 minus administrative costs				\$1,029,438
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:				

Legislative Proviso Language

From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices,

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
INFORMATION SHEET

LOCAL GOVERNMENT: City of St. Petersburg

CHIEF ELECTED OFFICIAL (Mayor, Chairman, etc.): Mayor Rick Kriseman

ADDRESS: P.O. Box 2842, St. Petersburg, Florida 33731-2842

SHIP ADMINISTRATOR: Joshua A. Johnson

ADDRESS: P.O. Box 2842, St. Petersburg, Florida 33731-2842

TELEPHONE: (727) 892-.5585

FAX: (727) 892.5397

EMAIL ADDRESS: Joshua.Johnson@Stpete.org

ADDITIONAL SHIP CONTACTS: Terry Salerno & Lynn Gilbert

ADDRESS: P.O. Box 2842, St. Petersburg, Florida 33731-2842

EMAIL ADDRESS: Terry.Salerno@Stpete.org and Lynn.Gilbert@stpete.org

INTERLOCAL AGREEMENT: YES/NO (IF yes, list other participants in the inter-local agreement):

No

The following information must be furnished to the Corporation before any funds can be disbursed.

LOCAL GOVERNMENT EMPLOYER FEDERAL ID NUMBER: 59-6000424

MAIL DISBURSEMENT TO: Joshua A. Johnson

ADDRESS: P.O. Box 2842, St. Petersburg, Florida 33731-2842

OR: IF YOUR FUNDS ARE ELECTRONICALLY TRANSFERRED PLEASE COMPLETE THE ATTACHED FORM:

NO CHANGE FROM PREVIOUS ELECTRONIC FORM SUBMITTED.

Provide any additional updates the Corporation should be aware of in the space below:

Please return this form to: SHIP PROGRAM MANAGER, FHFC 227 N. BRONOUGH ST, STE 5000
TALLAHASSEE, FL 32301 Fax: (850)488-9809

EXHIBIT G

N/A

(No Change from Original Ordinance)

2014 Loan Repayment Structure by Household Income Category
 Rehabilitation Assistance and Emergency Repair Loans

Maximum Income per Income Category, per household size

Household Size	1	2	3	4	5	6	7	8
30% MFI								
Loan Amount	pmt %	\$1,150.00	\$1,291.00	\$1,433.00	\$1,550.00	\$1,666.00	\$1,779.00	\$1,895.00
0-\$15,000	1% pmt	\$10.04	\$12.91	\$14.33	\$15.50	\$16.66	\$17.79	\$18.95
\$15,001-30,000	2% pmt	\$20.08	\$25.82	\$28.66	\$31.00	\$33.32	\$35.58	\$37.90
\$30,001-45,000	3% pmt	\$30.12	\$38.73	\$42.99	\$46.50	\$49.98	\$53.37	\$56.85
\$45,000-60,000	4% pmt	\$40.16	\$51.64	\$57.32	\$62.00	\$66.64	\$71.16	\$75.80
50% MFI								
Loan Amount	pmt %	\$1,916.00	\$2,154.00	\$2,391.00	\$2,583.00	\$2,775.00	\$2,966.00	\$3,158.00
0-\$15,000	1% pmt	\$16.75	\$21.54	\$23.91	\$25.83	\$27.75	\$29.66	\$31.58
\$15,001-30,000	2% pmt	\$33.50	\$43.08	\$47.82	\$51.66	\$55.50	\$59.32	\$63.16
\$30,001-45,000	3% pmt	\$50.25	\$64.62	\$71.73	\$77.49	\$83.25	\$88.98	\$94.74
\$45,000-60,000	4% pmt	\$67.00	\$86.16	\$95.64	\$103.32	\$111.00	\$118.64	\$126.32
60% MFI								
Loan Amount	pmt %	\$2,300.00	\$2,585.00	\$2,866.00	\$3,100.00	\$3,330.00	\$3,560.00	\$3,790.00
0-\$15,000	1% pmt	\$20.10	\$25.85	\$28.66	\$31.00	\$33.30	\$35.60	\$37.90
\$15,001-30,000	2% pmt	\$40.20	\$51.70	\$57.32	\$62.00	\$66.60	\$71.20	\$75.80
\$30,001-45,000	3% pmt	\$60.30	\$77.55	\$85.98	\$93.00	\$99.90	\$106.80	\$113.70
\$45,000-60,000	4% pmt	\$80.40	\$103.40	\$114.64	\$124.00	\$133.20	\$142.40	\$151.60
80% MFI								
Loan Amount	pmt %	\$3,062.00	\$3,445.00	\$3,825.00	\$4,133.00	\$4,437.00	\$4,745.00	\$5,050.00
0-\$15,000	1% pmt	\$26.79	\$34.45	\$38.25	\$41.33	\$44.37	\$47.45	\$50.50
\$15,001-30,000	2% pmt	\$53.58	\$68.90	\$76.50	\$82.66	\$88.74	\$94.90	\$101.00
\$30,001-45,000	3% pmt	\$80.37	\$103.35	\$114.75	\$123.99	\$133.11	\$142.35	\$151.50
\$45,000-60,000	4% pmt	\$107.16	\$137.80	\$153.00	\$165.32	\$177.48	\$189.80	\$202.00
120% MFI								
Loan Amount	pmt %	\$4,591.00	\$5,166.00	\$5,741.00	\$6,200.00	\$6,658.00	\$7,116.00	\$7,575.00
0-\$15,000	1% pmt	\$40.16	\$51.66	\$57.41	\$62.00	\$66.58	\$71.16	\$75.75
\$15,001-30,000	2% pmt	\$80.32	\$103.32	\$114.82	\$124.00	\$133.16	\$142.32	\$151.50
\$30,001-45,000	3% pmt	\$120.48	\$154.98	\$172.23	\$186.00	\$199.74	\$213.48	\$227.25
\$45,000-60,000	4% pmt	\$160.64	\$206.64	\$229.64	\$248.00	\$266.32	\$284.64	\$303.00

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of April 3, April 10, and April 17, 2014 City Council meetings.

A RESOLUTION APPROVING THE MINUTES OF THE
CITY COUNCIL MEETINGS HELD ON APRIL 3, APRIL
10, AND APRIL 17, 2014; 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 3, April 10, and April 17, 2014 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

City Attorney or Designee

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, APRIL 3, 2014, AT 8:30 A.M.

Chair William H. Dudley called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Darden Rice, Steven Kornell, Karl Nurse, Wengay M. Newton, Sr. and Amy Foster. City Administrator Gary Cornwell, City Attorney John Wolfe, Chief Assistant City Attorney Mark Winn, Assistant City Attorney Joseph Patner, City Clerk Eva Andujar and Deputy City Clerk Cathy Davis were also in attendance.

Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

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

- DELETE D-2 City File FLUM-18 (Ordinances 703-L and 732-Z).
- REVISE E-1 Land Use & Transportation: (Councilmember Kennedy) (Oral) [*Revised language*]
 - (a) Pinellas Planning Council (PPC)
 - (b) Metropolitan Planning Organization (MPO) & Advisory Committee for Pinellas Transportation (ACPT); TBTMA (Tampa Bay Transportation Management Area); and MPO Action Committee
- DELETE E-2 Pinellas Planning Council (PPC) (Councilmember Kennedy) (Oral)
- ADD F-3 *First Reading of title and setting the public hearing for April 17, 2014:* Amending the land use and zoning of a 7.32 acre subject property generally located on the northeast corner of 34th Street North and 13th Avenue North. (City File FLUM-18)
 - (a) Ordinance amending the Future Land Use Map designation from Industrial Limited to Planned Redevelopment Mixed-Use.
 - (b) Ordinance Rezoning the above described property from IS (Industrial Suburban) to CCS-1 (Corridor Commercial Suburban), or other less intensive use.
- ADD G-2 Requesting Joe Kubicki, Transportation & Planning Director, attend a Public Services & Infrastructure Committee for discussion on what steps should be taken to improve traffic safety. (Councilmember Nurse)
- INFO H-1 Youth Services Committee. (3/20/14)

- INFO H-2 Budget, Finance & Taxation Committee. (3/27/14)
- INFO H-3 Public Services & Infrastructure Committee. (3/27/14)
- INFO H-4 Housing Services Committee. (3/27/14)

Roll call. Ayes. Rice. Kornell. Nurse. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. Newton.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Angela Bond, 1750 Pinellas Point Drive South, is an actress and arts administrator who commented on growth of the arts scene since 1999. She stated budget cuts need to be restored and the City needs to invest in the arts.

Councilmember Newton was reported present.

2. Deborah Kelley, 116 20th Avenue NE, Arts Advisory Chair, spoke concerning contribution of the arts, the need for a strong arts office within the City, the need for the City to partner with and support the arts. She asked Council provide funding for the arts as galleries are closing.
3. Tammara Anderson, P.O. Box 16003, St. Petersburg, is a St. Petersburg College student who expressed frustration with construction on 9 Street South which damaged her vehicle. She contacted Risk Management and her claim was denied. She reached out to the Legal Department and the Mayor's Action Center to no avail. The contractor's insurance company denied her claim.

Assistant City Attorney Joe Patner stated contractors are required to have insurance and, if your vehicle was damaged as a result of the construction, they should pay for the repair. He stated he would reach out to the contractor's insurance company to make sure they properly investigate Ms. Anderson's claim.

4. Jeff Schorr, 2945 Central Avenue, requested Council support the arts with funds. He stated we need to market the City as an art destination and asked Council to fund the Cultural Affairs Office.
5. Allen Loyd, P.O. Box 1915, St. Petersburg, thanked Council for prior funding for First Night and stated the City needs to continue to fund the arts. He commented that additional funding for the Cultural Affairs Office, Arts Alliance, and marketing of all art types is needed.

6. Frank Wells, 3439 40th Way North, with Venture House, stated there are over 800 abandoned/boarded/vacant houses in the City; 500 are located within the Southside CRA District. If you are an entrepreneur or artist in the City and you will work with us to rehab a house, put in sweat equity, we will commit to finding the private dollars, government funding sources and non-profit funding to rehab to get you into housing at an affordable rate. We will be set up as a non-profit, through the Community Foundation of Tampa Bay, by the end of this week and will then start fund raising. Our goal is to rehab 100 houses over the next couple of years with a pilot project to rehab 5-10 houses in Bartlett Park by the end of this year.
7. Dan Brown, 116 7th Avenue North, with St. Petersburg Skate Park Alliance, stated skateboarding is an art form, a sport and a method of transportation. In 2001 skateboarding surpassed baseball as a popular activity for youth under 18. Mr. Brown discussed the benefits of skateboarding; commented there are 7,519 skateboarding parks worldwide, 3,159 in the U.S. and 115 in Florida. He stated St. Petersburg needs a state of the art skateboarding park.
8. Donna Gordon, 1250 Jungle Avenue North, is an artist who had a gallery which closed (has a virtual gallery from which she sells her art and the art of other artists). She stated nine galleries have closed within the last year and expressed the need to fund the arts through organizations such as the Arts Alliance which has made a tremendous difference, John Collins, the Cultural Affairs Office, etc.
9. Mark Aeling, 515 22nd Street South, Warehouse Arts District Association President, made six bronze dolphins in his studio and will be installing them tomorrow at Sundial. He thanked Mr. Edwards, Mr. Dunn and the Edwards Group for that private development. The Association has been working to bring to light an arts community which has been developing in the City for many years and which is thriving. The SPAA, Mr. John Collins and the Chamber recently assisted us in finding monies to fund the Trolley which brings the public to the arts community. This is the type of collaboration that is needed to build the arts in our community. Increased funding for the arts and marketing is needed.

Councilmember Kornell stated he would support a funding increase for the arts, but the City does not have sufficient revenue to make up for cuts in state and county funding.

10. Carrie Jadus, 515 22nd Street South, is an artist and stated the arts community is available and engaged to listen and provide feedback on what is needed to make St. Petersburg a fertile city for artists. We are extremely thankful for Elizabeth Brincklow and John Collins (Arts Alliance) and would like to see those positions funded. The Warehouse Arts District is full of working artists and she expressed concern with the recent purchase of a building, in the District, and the potential impact development may have in the arts community.

Councilmember Nurse moved with the second of Councilmember Kornell that the following resolutions be adopted:

- 14-138 Renewing a blanket purchase agreement with Premier Magnesia, LLC, a sole source supplier, for wastewater odor control services for the Water Resources Department at an estimated annual cost of \$600,000.

- 14-139 Accepting a bid from TankRehab.com, LLC to repair and paint water storage tanks for the Water Resources Department at a total cost of \$403,950.00. (Engineering Project No.13016-121; Oracle Project No.14472); and approving a supplemental appropriation in the amount of \$425,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the COS Tank Painting & Repair FY14 Project (14472).

- 14-140 Approving an increase in the allocation for polymer in the amount of \$180,000 which increases the total authorized allocation amount to \$480,000.

- 14-141 Approving the purchase of a cycad collection from Dr. U.A. Young Estate, a sole source supplier, for the Parks & Recreation Department at a total cost of \$125,000.

- 14-142 Renewing a blanket purchase agreement with Leidos, Inc. f/k/a Science Applications International Corporation for post-disaster debris compliance monitoring services.

- 14-143 Authorizing the Mayor or his designee to sell a City-owned property in accordance with the requirements of the Department of Housing and Urban Development, and Section 2301(d)(2) of the Housing and Economic Recovery Act of 2008 located at 1015 40th Street South, St. Petersburg, for the sum of \$82,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program.

- 14-144 Authorizing the Mayor or his designee to execute Task Order No. 12-03-URS/GC to the Agreement between the City of St. Petersburg and URS Corporation, Inc. in the amount of \$116,229, for engineering services related to the 4th Street South and Interstate I-175 Interchange Operational Analysis Report (IOAR). (Engineering Project No. 14060-112; Oracle No. 14152)

- 14-145 Authorizing the Mayor or his designee to execute a ten-year lease agreement with two automatic five-year renewals with Pinellas County for use by the Fire & Rescue Department of a 1989 GMC, 4 wheel drive brush firefighting vehicle for the sum of one dollar (\$1.00), which may be terminated by Pinellas County or the city with thirty (30) days written notice; and to execute all other documents necessary to effectuate this transaction.

- 14-146 Approving the First Amendment to the License and Use Agreement between the City of St. Petersburg, Florida, and St. Anthony's Hospital, Inc.; and authorizing the Mayor or his designee to execute the First Amendment.

14-147 Approving the minutes of December 5, December 12, and December 19, 2013 City Council meetings.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

The Clerk read the title of proposed Ordinance 106-H. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Lisa Leone, 305 5th Street South #7, stated she was born and raised in St. Petersburg and is employed by the Chamber of Commerce. This is a national event and she spoke in support of the proposed ordinance.

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

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 106-H, entitled:

PROPOSED ORDINANCE NO. 106-H

AN ORDINANCE WAIVING ST. PETERSBURG CITY CODE SECTION 20-80 (1) THAT PROVIDES THAT IT IS UNLAWFUL FOR ANY PERSON TO OPERATE OR RIDE A SKATEBOARD IN OR UPON ANY SIDEWALK OR STREET WITHIN THE AREA BOUNDED BY FIFTH AVENUE NORTH, TAMPA BAY, FIFTH AVENUE SOUTH, AND 16TH STREET, ON THE STREETS AND SIDEWALKS CLOSED PURSUANT TO A STREET CLOSURE PERMIT DURING THE TIMES OF ACTUAL CLOSURE FOR THE JUNE 21, 2014 CITY CO-SPONSORED EVENT ENTITLED GO SKATE ST. PETE PRESENTED BY THE IAN TILMANN FOUNDATION, INC. BETWEEN THE HOURS OF 11:00 A.M. AND 5:00 P.M. IN SPA BEACH PARK AND ADJACENT DOWNTOWN STREETS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Councilmember Nurse stated that he has added a Skateboard Park Report to a future agenda. Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Budget, Finance & Taxation Committee report, Finance Director Anne Fritz introduced Ms. Laura Krueger Brock & Ms. Crystal S. Feast with Mayer Hoffman McCann P.C. who made a PowerPoint presentation concerning the results of the 2013 Audit (there were no control deficiencies or management letter comments). They commented on the impact to financial statements of GASB Statement Nos. 68 (Accounting and Financial Reporting for Pensions), 69 (Government Combinations and Disposals of Government Operations), 71 (Pension Transition for Contributions Made Subsequent to the Measurement Date) and OPEB concerning unfunded liabilities. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the March 27, 2014 Budget, Finance & Taxation Committee report presented by Councilmember Kennedy.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Gerdes. Kennedy. Dudley. Nays. None. Absent. Foster.

In connection with an oral report item concerning Land Use and Transportation, Councilmember Kennedy made an oral presentation. City Attorney John Wolfe reviewed what City Council and the City can do using public funds to advocate for GreenLight Pinellas. As individuals Council can go to neighborhood meetings and to other television stations to express your views. As a City, we are constrained to provide information which can include advantages; we cannot say vote for or vote against; we cannot direct a vote in a particular way. We will work with Administration and Council to ensure all information disseminated meets state law requirements. Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Land Use and Transportation oral report presented by Councilmember Kennedy.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with an oral report concerning Pinellas Suncoast Transportation Authority (PSTA), Councilmember Newton moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive the Pinellas Suncoast Transportation Authority (PSTA) oral report presented by Councilmember Newton.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Kennedy. Dudley. Nays. None. Absent. Gerdes.

The Clerk read the titles of proposed Ordinances 107-H, 108-H, 704-L and 733-Z. Councilmember Nurse 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 Thursday, April 17, 2014, at 6:00 p.m., or as soon thereafter as the same may be heard, be set as the time for the public hearing on proposed Ordinances 107-H, 108-H, 704-L and 733-Z, entitled:

PROPOSED ORDINANCE NO. 107-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(c)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN ASSURANCES (“GRANT ASSURANCES”) WHICH ARE SET FORTH IN THE GRANT DOCUMENTS TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FEDERAL AVIATION ADMINISTRATION (“FAA”) GRANT (“GRANT”) IN AN AMOUNT NOT TO EXCEED \$201,600 WHICH, INTER ALIA, REQUIRE THAT THE CITY WILL NOT SELL, LEASE, ENCUMBER OR OTHERWISE TRANSFER OR DISPOSE OF ANY PART OF THE CITY’S TITLE, OR OTHER INTERESTS IN ALBERT WHITTED AIRPORT (“AIRPORT”), NOR CAUSE OR PERMIT ANY ACTIVITY OR ACTION ON THE AIRPORT WHICH WOULD INTERFERE WITH ITS USE FOR AIRPORT PURPOSES, FOR A PERIOD NOT TO EXCEED 20 YEARS FROM THE DATE OF ACCEPTANCE OF THE GRANT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED \$201,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVING FOR EXPIRATION.

PROPOSED ORDINANCE NO. 108-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(c)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN THE JOINT PARTICIPATION AGREEMENT (“JPA”) AND ANY ADDITIONAL SUPPLEMENTAL JOINT PARTICIPATION AGREEMENTS (COLLECTIVELY, “JPAs”), INCLUDING BUT NOT LIMITED TO THE AVIATION PROGRAM ASSURANCES (“GRANT ASSURANCES”), TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FUNDS IN AN AMOUNT NOT TO EXCEED \$225,500 (“GRANTS”) FOR THE RUNWAY 7/25 REHAB PROJECT (PROJECT #12477), WHICH, INTER ALIA, REQUIRE THAT THE CITY MAKE ALBERT WHITTED AIRPORT AVAILABLE AS AN AIRPORT FOR PUBLIC USE ON FAIR AND REASONABLE TERMS, AND MAINTAIN THE PROJECT FACILITIES AND EQUIPMENT IN GOOD WORKING ORDER FOR THE USEFUL LIFE OF SAID FACILITIES OR EQUIPMENT, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANTS IN AN AMOUNT NOT TO EXCEED \$225,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

PROPOSED ORDINANCE NO. 704-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 34TH STREET NORTH AND 13TH AVENUE NORTH, FROM INDUSTRIAL LIMITED (IL) TO PR-MU (PLANNED REDEVELOPMENT-MIXED

USE); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 733-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 34TH STREET NORTH AND 13TH AVENUE NORTH, FROM INDUSTRIAL SUBURBAN (IS) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PORTIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Urban Design & Historic Preservation Manager Derek Kilborn responded to questions from Councilmember Newton. Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a new business item, Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

14-148 Requesting Administration start a process to honor all fallen officers.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a new business item concerning traffic safety, Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer to the Public Services & Infrastructure Committee a discussion on steps that can be taken to improve traffic safety and request that Transportation & Planning Director Joe Kubicki participate in the discussion.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

4/3/14

In connection with a Youth Services Committee report, Councilmember Foster moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the March 20, 2014 Youth Services Committee report presented by Councilmember Foster.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Public Services & Infrastructure Committee report, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the March 27, 2014 Public Services & Infrastructure Committee report presented by Chair Dudley and that Legal draft a proposed ordinance, to be brought back to Council, to allow beer and wine to be brought on board pedal buses.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Housing Services Committee report, Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the March 27, 2014 Housing Services Committee report presented Councilmember Nurse.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Legal item, City Attorney John Wolfe made an oral presentation. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

14-149 Resolution authorizing the Mayor or his designee to execute a revised Architect/Engineering Agreement and all other necessary documents with firms providing miscellaneous architect/engineering services for the City of St. Petersburg, Florida.

4/3/14

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None.
Absent. None.

There being no further business the meeting was adjourned at 11:17 a.m.

William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Eva Andujar, City Clerk

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, APRIL 10, 2014, AT 3:01 P.M.

Chair William Dudley, called the meeting to order with the following members present: James R. Kennedy, Darden Rice, Steve Kornell, Karl Nurse, Wengay M. Newton, Sr., Amy Foster and Charles Gerdes. Absent: None. Mayor Rick Kriseman, Deputy Mayor Kanika Tomalin, City Administrator Gary Cornwell, Chief Assistant City Attorney Mark Winn, Assistant City Attorney Michael Dema and Deputy City Clerk Cathy E. Davis were also in attendance.

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

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

ADD Presentation Tampa Bay Rowdies.

DELETE C-10 Gandy Boulevard Improvements Update.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a presentation regarding the Tampa Bay Rowdies, Mayor Rick Kriseman read and presented the proclamation, recognizing April 12, 2014 as “Tampa Bay Rowdies Day” in the City of St. Petersburg, to team owner Bill Edwards. Mr. Edwards introduced General Manager Perry Van Der Bek who commented briefly regarding the 2014 season and introduced team members in attendance.

In connection with a presentation regarding St. Pete’s Promise - Gibbs High School, Richard Engwald, representing St. Pete’s Promise, commented briefly regarding St. Pete’s Promise Scholarship and Awards Banquet to be held April 29th at the St. Petersburg Coliseum and extended invitations to Mayor and Council. Jozell Johnson, with St. Pete’s Promise, introduced Stephanie A. Adkinson, Gibbs High School Principal who presented a brief PowerPoint presentation regarding academic programs offered and school activities. Amanda Kubisiak, with St. Pete’s Promise, introduced Senior Damien Daniels who commented regarding his learning experience while attending Gibbs High School and his achievement of obtaining numerous academic awards.

In connection with presentation of a Sunshine Ambassador Award, Councilmember Darden Rice introduced Eagle Scout Selden Myers, and commented briefly regarding the numerous scout honors and awards he has received.

In connection with presentation of a Citizen of the Month Award, Councilmember Karl Nurse introduced Aaron Mitchell and presented him with the Award. Mr. Nurse stated Mr. Mitchell held a yard sale, sold all of his toys and contributed the money collected to the City’s

Utility Assistance Fund to help those in need. Mr. Mitchell commented briefly regarding the idea which was a result of a school project entitled "I Care" and thanked his parents and teachers for their support and the Council for the recognition.

In connection with a presentation recognizing members of the St. Petersburg Police Department's Volunteer Road Patrol, Lendel Bright, ADA Coordinator, commented briefly and presented a power point presentation of the duties of a Volunteer Road Patrol Officer, Disabled Parking Enforcement Specialist Unit and revenue received from fines assessed for illegally parking in designated disabled parking spaces. Mr. Bright introduced each officer to mayor and council and presented each with a Certificate of Appreciation for their service to the City of St. Petersburg.

In connection with a proclamation recognizing Jungle Terrace Civic Association Day, Mayor Rick Kriseman read the proclamation which he presented to Dr. Carlson, Neighborhood Association President, who thanked Mayor and Council for the recognition.

In connection with a proclamation recognizing April as Fair Housing Month, Deputy Mayor Kanika Tomalin read the proclamation and presented it to Joshua Johnson, Housing & Community Development Director. Mr. Johnson commented briefly, thanked the Mayor and Council for the proclamation and invited them to the Annual Fair Housing Symposium scheduled to be held April 25, 2014, 8-4 p.m., at the Pinellas Board of Realtors Association.

In connection with a proclamation recognizing Water Conservation Month, Deputy Mayor Kanika Tomalin read a proclamation which she presented to Steve Leavitt, Water Resources Director, proclaiming the month of "April 2014 as Water Conservation Month" in the City of St. Petersburg. Chris Claus, Water Conservation Coordinator, commented briefly regarding the City's water conservation programs and thanked Mayor and Council for the proclamation.

In connection with presentation of a proclamation to Ned Pope and the Florida Next Foundation, recognizing "Give Day Tampa Bay" Deputy Mayor Kanika Tomalin read proclamation proclaiming May 6, 2014 "Give Day Tampa Bay" in the City of St. Petersburg. Ned Pope, President Florida Next Foundation and Marlene Spalten, President & CEO, Community Foundation commented briefly regarding their mission to encourage philanthropy throughout the Tampa Bay area.

In connection with a proclamation recognizing April 13-19, 2014 as National Library Week, Mayor Rick Kriseman read the proclamation which he presented to Mika S. Nelson, Library Director. Ms. Nelson commented briefly regarding various services offered by the City library system and thanked staff, Mayor and Council for the recognition.

In connection with presentation of an Extra Mile Award, Councilmember Wengay Newton presented the Award to Trevor R. Burgess, Chief Executive Officer, C1 Bank. Mr. Burgess commented briefly regarding the success of C1 Bank and his decision to pay employees who work for C1 Bank a living wage of \$30,000.00 per year.

In connection with a presentation regarding BLUE Ocean Film Festival and Conservation Summit, Peter Beltzer, Downtown Partnership, and Debbie Kinder, CEO Blue Ocean Film Festival, commented briefly regarding the upcoming festival. Ms. Kinder also commented

4/10/14

regarding the prior administration's pledge of financial support to the Festival. Mayor Kriseman commented briefly regarding the impact of the event to the community and recommended that the commitment of the prior administration be honored in the FY15 proposed budget.

In connection with a presentation recognizing the City of St. Petersburg as a Healthy Weight Community Champion, Megan Carmichael, Florida Department of Health Pinellas County, presented a certificate from the State of Florida Surgeon General recognizing the City of St. Petersburg as a Healthy Weight Community Champion. Michael Jefferis, Recreation Director, commented regarding the City's efforts in implementing healthy choices throughout the organization.

There being no further business, the meeting was adjourned at 6:49 p.m.

William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Cathy E. Davis, Deputy City Clerk

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL

THURSDAY, APRIL 17, 2014, AT 3:03 P.M.

Chair William H. Dudley called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Darden Rice, Steven Kornell, Karl Nurse, Wengay M. Newton, Sr. and Amy Foster. City Administrator Gary Cornwell, Chief Assistant City Attorney Mark Winn, Assistant City Attorney Michael Dema, City Clerk Eva Andujar and Deputy City Clerk Cathy Davis were also in attendance.

Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

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

- ADD CB-14 Authorizing the Mayor or his designee to execute Amendment No. 1 to the Historic Preservation Grant Award Agreement ("Grant") from the Florida Department of State, Division of Historical Resources ("Department") for the Indian Mounds Master Plan; and to execute all other documents necessary to effectuate the Grant, as amended.

- ADD E-2 Tampa Bay Regional Planning Council. (Councilmember Rice) (Oral)

- ADD F-3 Requesting to rename the Childs Park Recreation Center to the Childs Park Recreation & Fitness Center. (Councilmember Newton)

- INFO G-1 Budget, Finance & Taxation Committee. (4/10/14)

- INFO G-2 Public Services & Infrastructure Committee. (4/10/14)

- INFO I-6 Ordinance 090-HL approving the designation of the North Ward School, located at 327 11th Avenue North, as a local historic landmark. (City File HPC 13-90300005)

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Nancy Watters, 9 82nd Avenue, Treasure Island, spoke in opposition to the seismic air gun testing and expressed concern with the detrimental impact to North Atlantic White Whales. She spoke in support of the proposed resolution.

2. Deborah Kelley, 116 20th Avenue NE, Arts Advisory Committee Chair, asked Council's continued support of the arts and requested an increase in the level of funding.
3. Julie Haber, 2907 North Jefferson Street, Tampa, spoke in support of funding for the arts.
4. Kathryn Howd, 842 36th Avenue North, has worked in the arts for 17 years, is a collector and supporter of the arts. She stated we are at a crossroad in the City and we need the City to partner with us to restore arts funding and provide support for City staff.
5. Joanne Scafati, 1 Beach Drive SE, spoke concerning noise issues with bars on 1st Avenue North several of which have been cited for noise violations. She asked why they are allowed to violate the Noise Ordinance sometimes several times during the same night. She stated that at 12 a.m. a large group at Ponce de Leon was extremely loud. She and two of her neighbors called and were told nothing could be done.
6. Louis Orloff, 555 5th Avenue NE, he discussed two revenue enhancements concerning charging stations – complying with F.S. 366, Section 94 regarding protection of parking spaces for electric vehicles (would allow for gas powered vehicles to be ticketed, would require an ordinance) and charging individuals for electricity. A new charging station model allows two cars to charge at once.
7. Michael Whiting, 3940 2nd Avenue North, stated he received a parking ticket at the Pelican Pier lot; sign is confusing and inconsistent with other signs in close proximity.

Councilmember Gerdes moved with the second of Councilmember Newton that the following resolutions be adopted:

- 14-150 Awarding a contract to Florida Safety Contractors, Inc. in the amount of \$549,921.34 for 31st Street and 54th Avenue South Intersection Modifications. (Engineering Project No. 12027-212; FPN 433787-1-58-01; Oracle Nos. 14153, 13760)
- 14-151 Awarding a three year blanket purchase agreement to Tampa Armature Works, Inc. for motor repair and rewinding services for the Water Resources Department at a cost not to exceed \$426,950.
- 14-152 Renewing blanket purchase agreements with Carl Eric Johnson, Inc.; Xylem Water Solutions Florida, LLC formerly ITT Water & Wastewater Florida, LLC; Tencarva Machinery Co. d/b/a Hudson Pump & Equipment; Hydra-Service(s), Inc.; and Altec Corporation d/b/a Digital Control Company; sole source providers, for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \$400,000.

- 14-153 Renewing blanket purchase agreements with Southern Electric Supply Company, Inc. n/k/a Rexel, Inc.; Tampa Armature Works, Inc.; and DJ/PJ Inc. d/b/a JW Appley & Son for pumps, pump parts and repair services for the Water Resources Department at an estimated annual cost of \$290,000.
- 14-154 Accepting a proposal from HP Enterprise Services, LLC for a five-year contract for disaster recovery services for the ICS Department in an amount not to exceed \$194,103.60.
- 14-155 Accepting a bid from Neptune-Benson, LLC in the amount of \$139,081.82 for the purchase of regenerative media filtration equipment for the North Shore Aquatic Complex Competition Pool. (Engineering/CID Project Nos. 14208-017 and 14221-017; Oracle Project Nos. 14132 and 14145)
- 14-156 Renewing blanket purchase agreements with Mid-State Machine and Fabrication Corporation and DJ/PJ Inc. d/b/a JW Appley & Son for machine shop work, welding and fabrication services at an estimated annual cost of \$100,000.
- 14-157 Approving the "2013 Annual Report for the Intown Areawide Development of Regional Impact" (IADRI).
- 14-158 Approving a one-time waiver of the one year term limitation on a third party use agreement ("Use Agreement") contained in the current agreement to manage and operate certain City parking facilities between the City and Central Parking System of Florida, Inc. ("Central") for a Use Agreement between Central and ARC Group, Inc.; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this Resolution.
- 14-159 Authorizing the Mayor or his designee to execute a Lease Agreement with Dave's Restaurants, Inc., a Florida corporation, to lease and operate the City-owned restaurant property located at 300 – 2nd Avenue Northeast, St. Petersburg, for a term of ten (10) years, commencing on May 1, 2014 and expiring on April 30, 2024. *(Requires affirmative vote of at least six (6) members of City Council.)*
- 14-160 Authorizing the Mayor or his designee to enter into a maintenance agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation for the purpose of performing roadway sweeping on selected primary roadways in Pinellas County, Florida.
- 14-161 Approving the appointment of Dillon J. Alderman as a regular member, architect category, to the Code Enforcement Board to fill an unexpired three-year term ending December 31, 2014.

- 14-162 Authorizing the Mayor or his designee to submit grant applications which require prior approval by City Council for submission; to represent to the grantor that City Council has approved the submission of the grant applications; and to execute all documents necessary to submit such grant applications.
- 14-163 Approving the minutes of January 2, January 9, January 16, and January 23, 2014 City Council meetings.
- 14-164 Authorizing the Mayor or his designee to execute Amendment No. 1 to the Historic Preservation Grant Award Agreement (“Grant”) from the Florida Department of State, Division of Historical Resources (“Department”) for the Indian Mounds Master Plan; and to execute all other documents necessary to effectuate the Grant, as amended.

The Clerk reviewed minor corrections to the initial roll call concerning the January Council minutes. Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a report item concerning the Waterfront Park Foundation, Mr. Phil Graham, Jr. made a PowerPoint presentation. He touched on the overall condition of the City’s waterfront parks and on the reduced Parks Department’s budget. He stated the waterfront parks are stressed and losing their majesty; they need to look and function at their highest potential. Mr. Graham discussed the purpose of the Foundation (advocacy for the parks, provide supplemental funding, support for maintenance and capital improvements), its Mission Statement, Scope (downtown waterfront parks only), etc. Mr. Graham recognized Board Members in the audience. He concluded his presentation and stated the Foundation and City are partners in the care and enhancement of our downtown waterfront parks. Council provided comments.

In connection with an oral report 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 Council receive the Tampa Bay Regional Planning Council oral report presented by Councilmember Rice.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a new business item concerning a resolution opposing Seismic Airgun Testing, the Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Lucinda Johnston, 348 11th Avenue NE, spoke in support of the proposed resolution.

2. Cathy Harrelson, 1527 5th Street North #B2, representing Gulf Restoration Network, spoke in support of the proposed resolution and urged Council to move approval.

Councilmember Rice suggested the resolution include the Gulf of Mexico. Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted as amended to include the Gulf of Mexico:

- 14-165 A resolution of the City of St. Petersburg, Florida City Council opposing seismic air-gun testing in the Atlantic Ocean and the eastern Gulf of Mexico.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Nays. Dudley. None. Absent. None.

In connection with a new business item, Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer to the Public Services & Infrastructure Committee a discussion to require all major special events on City property to have certain requirements for recycling.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Kennedy. Dudley. Nays. None. Absent. Gerdes.

In connection with a new business item, Councilmember Newton moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer to the Public Services & Infrastructure Committee a request to initiate the process to rename the Childs Park Recreation Center the "Childs Park Recreation & Fitness Center."

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Budget, Finance & Taxation Committee report, Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

- 14-166 A resolution amending the City's Fiscal Policies relative to the fund balance reserve targets for the General Fund to include the budgetary fund balance of the General Fund as defined in the Comprehensive Annual Financial Report for target measurement purposes, report the Technology and Infrastructure Fund as part of the General Fund Group of Funds, eliminate the individual fund balance reserve target for the Technology and Infrastructure Fund, and establish a 5% target for the core General Fund (0001).

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None.

Absent. None. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the April 10, 2014 Budget, Finance & Taxation Committee report presented by Councilmember Kennedy.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

In connection with a Public Services & Infrastructure Committee report, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council receive and file the April 10, 2014 Public Services & Infrastructure Committee report presented by Chair Dudley.

Roll call. Ayes. Rice. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. None.

The meeting was recessed at 4:55 p.m.

The meeting was reconvened at 6:05 with the following members present: Chair Dudley and Councilmembers Kornell, Nurse, Newton, Foster, Gerdes and Kennedy. Absent: Councilmember Rice.

In connection with public hearings confirming preliminary assessments, Councilmember Newton moved with the second of Councilmember Kennedy that the following resolutions be adopted:

- 14-167 Confirming and approving preliminary assessment rolls for Lot Clearing No. 1532 and providing for an interest rate of 12% per annum on unpaid assessments
- 14-168 Assessing the costs of securing listed on Securing Building No. 1187 (SEC 1187) 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 of 12% per annum on unpaid balances; and authorizing the Mayor to execute and record Notices of Lien(s) in the public records of the County.

- 14-169 Assessing the costs of demolition listed on Building Demolition No. 414 and 508 (DMO 414 and 508) 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 of 12% on unpaid balances; and authorizing the Mayor to execute and record Notices of Lien(s) in the public records of the County.

The Chair asked if there were any persons present wishing to be heard and there was no response. Roll call. Ayes. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. Rice. Kornell. Nurse.

The Clerk read the titles of proposed Ordinances 107-H and 108-H. Councilmember Kennedy 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 proposed Ordinances 107-H and 108-H, entitled:

PROPOSED ORDINANCE NO. 107-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(c)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN ASSURANCES (“GRANT ASSURANCES”) WHICH ARE SET FORTH IN THE GRANT DOCUMENTS TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FEDERAL AVIATION ADMINISTRATION (“FAA”) GRANT (“GRANT”) IN AN AMOUNT NOT TO EXCEED \$201,600 WHICH, INTER ALIA, REQUIRE THAT THE CITY WILL NOT SELL, LEASE, ENCUMBER OR OTHERWISE TRANSFER OR DISPOSE OF ANY PART OF THE CITY’S TITLE, OR OTHER INTERESTS IN ALBERT WHITTED AIRPORT (“AIRPORT”), NOR CAUSE OR PERMIT ANY ACTIVITY OR ACTION ON THE AIRPORT WHICH WOULD INTERFERE WITH ITS USE FOR AIRPORT PURPOSES, FOR A PERIOD NOT TO EXCEED 20 YEARS FROM THE DATE OF ACCEPTANCE OF THE GRANT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED \$201,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL

4/17/14

DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVING FOR EXPIRATION.

PROPOSED ORDINANCE NO. 108-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(c)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN THE JOINT PARTICIPATION AGREEMENT (“JPA”) AND ANY ADDITIONAL SUPPLEMENTAL JOINT PARTICIPATION AGREEMENTS (COLLECTIVELY, “JPAs”), INCLUDING BUT NOT LIMITED TO THE AVIATION PROGRAM ASSURANCES (“GRANT ASSURANCES”), TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FUNDS IN AN AMOUNT NOT TO EXCEED \$225,500 (“GRANTS”) FOR THE RUNWAY 7/25 REHAB PROJECT (PROJECT #12477), WHICH, INTER ALIA, REQUIRE THAT THE CITY MAKE ALBERT WHITTED AIRPORT AVAILABLE AS AN AIRPORT FOR PUBLIC USE ON FAIR AND REASONABLE TERMS, AND MAINTAIN THE PROJECT FACILITIES AND EQUIPMENT IN GOOD WORKING ORDER FOR THE USEFUL LIFE OF SAID FACILITIES OR EQUIPMENT, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANTS IN AN AMOUNT NOT TO EXCEED \$225,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

be adopted on second and final reading.

Roll call. Ayes. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. Rice.

The Chair reviewed the Quasi-Judicial process and the Clerk administered the oath to those present wishing to present testimony in connection with the quasi-judicial proceedings.

The Clerk read the titles of proposed Ordinances 704-L and 733-Z (City File FLUM-18) amending the land use and zoning of a 7.32 acre property generally located on the northeast corner of 34th Street North and 13th Avenue North. Presentations were made by Urban Design & Historic Preservation Manager Derek Kilborn, representing the City, and Marilyn Healey, Susan Finch, Land Use Planner, and David Walthall, Engineer, representing the applicant/owner the Times Publishing Company, and Pam Cichon, the opponent, who submitted a petition in opposition to the rezoning and amendment to the Future Land Use Map. Ms. Pam Cichon and Mr. Steve Galvin were administered the oath. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Steve Galvin, 3161 12th Avenue North, stated that parcel “A” was meant to be a buffer which has been turned into a park (provided photographs). He would like to see a site plan before any changes to the land use map or rezoning are made. Mr. Galvin reviewed a list of vacant commercial properties between 9th and 22nd Avenues North.

The public hearing was closed. Cross examination was waived by Mr. Kilborn and Ms. Cichon and provided by Ms. Healey. Rebuttal was provided by Mr. Kilborn and waived by Ms. Cichon and Ms. Healey. Councilmember Nurse 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 proposed Ordinances 704-L and 733-Z, entitled:

PROPOSED ORDINANCE NO. 704-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 34TH STREET NORTH AND 13TH AVENUE NORTH, FROM INDUSTRIAL LIMITED (IL) TO PR-MU (PLANNED REDEVELOPMENT-MIXED USE); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

4/17/14

PROPOSED ORDINANCE NO. 733-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 34TH STREET NORTH AND 13TH AVENUE NORTH, FROM INDUSTRIAL SUBURBAN (IS) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PORTIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended, approving the amendment to the Future Land Use Map and rezoning for Parcel "A" only.

Roll call. Ayes. Kornell. Nurse. Newton. Foster. Gerdes. Kennedy. Dudley. Nays. None. Absent. Rice.

The meeting was recessed at 8:05 p.m.

The meeting was reconvened at 8:10 with the following members present: Chair Dudley and Councilmembers Kornell, Nurse, Newton, Foster, Gerdes and Kennedy. Absent: Councilmember Rice.

In connection with the quasi-judicial hearing concerning proposed Ordinance 090-HL, Councilmember Kornell declared he met with St. Pete Preservation to discuss the ongoing revisions to the proposed ordinance and also commented on this overall issue as it relates to this and other school facilities with Dr. Michael Grego, Pinellas County Schools Superintendent. Legal commented they did not feel Councilmember Kornell had to recuse himself. The Clerk read the title of proposed Ordinance 090-HL approving the designation of the North Ward School, located at 327 11th Avenue North, as a local historic landmark (City File HPC 13-90300005). Presentations were made by Urban Design & Historic Preservation Manager Derek Kilborn, representing the City; Ms. Emily Elwyn representing the applicant St. Petersburg Preservation and introduced Ms. Robin Reed with Old NE Neighborhood Association who provided comments; and Ms. Heather Wallace and Ms. Lori Matway representing the property owner, the Pinellas County School Board. The Chair asked if there were any persons present wishing to be heard. The following person(s) came forward:

1. Dean Kallas, 1115 3rd Street North, spoke in opposition to the proposed ordinance.

2. Monica Kile, 5879 27th Avenue South, representing St. Pete Preservation, commented on a sense of place which is slowly being chipped away. She commented on community support and asked Council to support staff's recommendation to designate the North Ward School as a local historic landmark.
3. Becky Day Wilson, 501 Rafael Boulevard NE, spoke in support of the proposed ordinance designating North Ward School as a local historic landmark.
4. Mary Dowd, 1025 4th Street North, spoke in support of the proposed ordinance designating North Ward School as a local historic landmark.
5. Jay Marshall, 255 8th Avenue NE, representing Historic Old NE, spoke in support of the proposed ordinance designating North Ward School as a local historic landmark.
6. Logan DeVicente, 229 18th Avenue NE, spoke in support of the proposed ordinance designating North Ward School as a local historic landmark and commented on the character of the interior of the building.

Cross examination was waived by Mr. Kilborn, Ms. Wallace and Ms. Elwyn. Rebuttal was provided by Mr. Kilborn, Ms. Wallace and Ms. Elwyn and Ms. Jacqueline Hubbard. Following Council discussion, Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 090-HL, entitled:

PROPOSED ORDINANCE NO. 090-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE NORTH WARD SCHOOL (LOCATED AT 327 11TH AVENUE NORTH) AS A LOCAL LANDMARK AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

be approved on second and final reading.

Roll call. Ayes. Gerdes. Kennedy. Nays. Kornell. Nurse. Newton. Foster. Dudley. Absent. Rice. (Motion failed.)

4/17/14

In continuation with the quasi-judicial hearing on proposed Ordinances 704-L and 733-Z, Councilmember Nurse moved with the second of Councilmember Newton that the following resolution be adopted:

- 14-170 Resolution requesting amendment to the Countywide Future Land Use Plan, as described above, to comply with the requirements of the Pinellas Planning Council and Pinellas County Board of County Commissioners.

There being no further business the meeting was adjourned at 10:20 p.m.

William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Eva Andujar, City Clerk

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 19, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Rescinding the award of a contract to B.L. Smith General Contractors Inc. in the amount of \$125,395.12 for the Jordan School Classroom Building 2, Renovations project; and awarding a contract to Certus Builders, Inc. in the amount of \$128,350 and providing an effective date (Engineering Project No. 11232-019; Oracle No.10960).

Explanation: The Procurement Department received six bids for the Jordan School Classroom Building 2, Renovations project. On May 15, 2014 City Council awarded a contract to B.L. Smith General Contractors Inc. in the amount of \$125,395.12. On June 4, 2014, B.L. Smith notified the City that they would not execute the Agreement for the awarded amount. Because of B.L Smith's failure to execute the agreement and furnish a public construction bond, the city will seek liquidated damages from the surety company executing the bid bond.

In order to move forward with this work within the summer window provided by Head Start and avoid loss of the HUD – EDI grant, administration recommends that City Council rescind the award to BL Smith and award the contract to Certus Builders Inc., the second low bidder. The award to Certus Builders will be for the Contract Base Bid only which consists of furnishing all labor, material, and equipment necessary to perform ADA, Life Safety and energy upgrades to the Classroom Building #2 at Jordan School, which is located at 2390 9th Ave. South.

On March 18, 2010 City Council approved a U.S. Department of Housing and Urban Development – Economic development Initiative Special Projects Grant in the amount of \$190,000 for the second phase of the Jordan School Renovation Project. The work is being coordinated with Headstart Services – Lutheran Services of Florida, whose staff determined the priorities for the use of these grant dollars as well as the schedule to perform the work. The Classroom Building consists of four classrooms, a teacher's lounge with staff restrooms, a custodial closet and individual boys and girls restrooms in 5,113 square feet of area.

This work includes upgrading the access to all the areas including reconstructing the entrance ramps to the classrooms and restrooms to meet ADA allowed slope. In addition, the work includes replacing ceilings and light fixtures plus providing new insulation in the classrooms. The primary electrical panel service will be upgraded. Thirty-eight steel columns along the existing exterior walkway system will also be repaired for the classrooms. The Classroom Building #2 was constructed in 1960 and was not renovated as part of the Jordan School Phase I improvements.

The contractor will begin work approximately ten (10) days from the Notice to Proceed and is scheduled to complete work within seventy five (75) consecutive calendar days thereafter. Bids were opened on April 8, 2014, and the five remaining bids are tabulated as follows:

<u>Bidder</u>	<u>Base Bid</u>
Certus Builders, Inc. (Tampa, Florida)	\$128,350.00
New Vista Builders Group LLC (Tampa, Florida)	\$162,350.00
Kickler Group, LLC (St. Petersburg, Florida)	\$169,500.00
Eveland Brothers, Inc. (Clearwater, Florida)	\$171,644.43
Hodge Management, LLC (Seminole, Florida)	\$180,500.00

Certus Builders Inc. the lowest responsive and responsible bidder, has met the specifications, terms and conditions for Bid No. 7645 dated March 12, 2014. They have satisfactorily completed similar projects in the past for the City of Tampa and Hillsborough County. The Principals of the firm are Dean A. Sumner, CEO, and Sharon A. Sumner, CFO. This project was sheltered for certified SBES under Section 2-272 (d) of the City Code.

Recommendation: Administration recommends rescinding the award of the contract to B.L. Smith General Contractors Inc. in the amount of \$125,395.12, and awarding the contract to Certus Builders Inc., in the amount of \$128,350.00. Funds have been previously appropriated in the General Fund (3001), Jordan School Renovations - Classroom Building 2 Project No. 11232-019; Jordan School Renovation (Oracle Project 10960) and providing an effective date.

Cost/Funding/Assessment Information: Funds are available in the General Capital Improvements Fund (3001), Jordan School Renovation Project (10960).

Attachments: Resolution

Approvals:


Administrative


Budget

A RESOLUTION RESCINDING THE AWARD OF THE CONTRACT WITH B.L. SMITH GENERAL CONTRACTORS INC. FOR COMPLETION OF THE JORDAN SCHOOL CLASSROOM BUILDING 2 RENOVATIONS PROJECT, INC. IN THE AMOUNT OF \$125,395.12; ACCEPTING THE BID AND APPROVING THE AWARD OF A CONTRACT TO THE SECOND LOW BIDDER, CERTUS BUILDERS, INC. FOR THE COMPLETION OF THE JORDAN SCHOOL CLASSROOM BUILDING 2 RENOVATIONS PROJECT IN AN AMOUNT NOT TO EXCEED \$128,350; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received six bids for completion of the Jordan School Classroom Building 2 Renovations Project ("Project") pursuant to Bid No. 7645 dated March 12, 2014; and

WHEREAS, on May 15, 2014 City Council approved the award of a contract to B.L. Smith General Contractors Inc. ("Smith"), the low bidder for the Project; and

WHEREAS, on June 4, 2014 Smith notified the City that it would not execute the Agreement for the awarded amount; and

WHEREAS, the Administration recommends rescinding the award of the contract with Smith and awarding the contract to Certus Builders, Inc., the second low bidder in the amount of \$128,350.

WHEREAS, Certus Builders Inc., the second lowest responsive and responsible bidder on the Project has met the specifications, terms and conditions for Bid No.7645; and

WHEREAS, the Administration recommends rescinding the award of the contract to Smith and awarding the contract to Certus Builders, Inc. in the amount of \$128,350.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of the contract to B.L. Smith General Contractors Inc. for completion of the Jordan School Classroom Building 2 Renovations Project, Inc. in the amount of \$125,395.12 is hereby rescinded; and

BE IT FURTHER RESOLVED that the bid and award of a contract to Certus Builders, Inc. for completion of the Jordan School Classroom Building 2 Renovations Project in an amount not to exceed \$128,350 is hereby approved and the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

A handwritten signature in black ink, appearing to be 'R. S.', is written above a horizontal line.

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

**Consent Agenda
Meeting of July 19, 2014**

TO: The Honorable Bill Dudley, Chairman, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION: FDOT owns 3rd Street and 4th Street right-of-ways consisting of road improvements and sidewalk areas abutting thereon between 5th Avenues North and South. The developer desires to beautify and improve the landscaping and sidewalk areas with the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South adjacent to the new Urban Edge Apartments. In order to proceed, the City must approve a resolution that authorizes the execution to Amendment Number 4 to FDOT SMOA #01-06: Streetscape and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. The city will transfer to the developer responsibility for all installation and future maintenance costs in a separate agreement.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute Amendment Number 4 to Florida Department of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution, Drawing

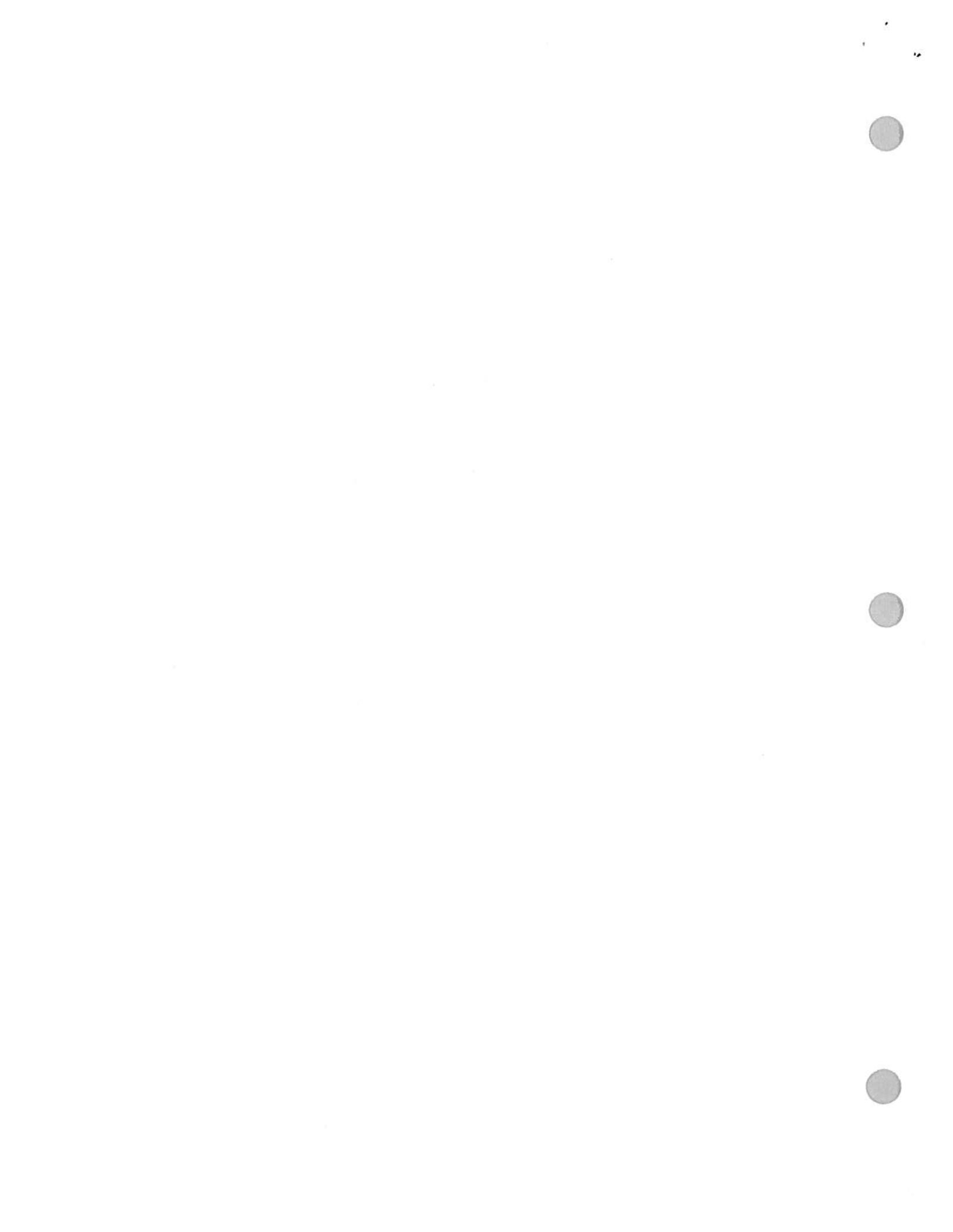
APPROVALS:

Administrative: _____ *[Signature]* _____ *[Signature]*

Budget: NA _____

Legal: _____ *[Signature]* _____

Legal: 00196875.doc V. 3



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NUMBER 4 TO FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") SMOA #01-06: STREETSCAPE; AND AMENDMENT NUMBER 5 TO FDOT MOA #23-06: LANDSCAPE, FOR URBAN EDGE APARTMENTS, LTD. FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND STREETSCAPE IMPROVEMENTS ON 3RD STREET SOUTH AND 4TH STREET SOUTH BETWEEN 4TH AVENUE SOUTH AND DELMAR TERRACE SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED LANDSCAPE, IRRIGATION AND STREETSCAPE IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) owns State Roads 600 and 687 right-of-ways consisting of road improvements and sidewalk areas abutting thereon also known as 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the landscaping and sidewalk areas of the Project Highway with the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South adjacent to the new Urban Edge Apartments, which will improve and enhance its aesthetic and safety qualities; and

WHEREAS the City and FDOT have agreed that the City may install all or some of those landscape, irrigation and streetscape improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by Foster Conant and Associates; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

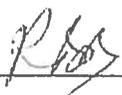
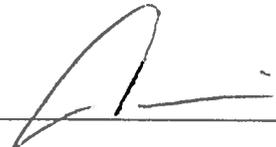
WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution to Amendment Number 4 to FDOT SMOA #01-06: Streetscape and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd

NOW THEREFORE, BE IT RESOLVED by the City Council and the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment Number 4 to Florida Department Of Transportation ("FDOT") SMOA #01-06: Streetscape; and Amendment Number 5 to FDOT MOA #23-06: Landscape, for Urban Edge Apartments, Ltd. for the installation of landscape, irrigation and streetscape improvements on 3rd Street South and 4th Street South between 4th Avenue South and Delmar Terrace South and the subsequent

maintenance of the installed landscape, irrigation and streetscape improvements by the City at the City's expense, subject to appropriation, and to execute all other documents necessary to effectuate these transactions:

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal:  Administration: 

Budget: NA

Legal: 00196765.doc V. 2

Section: 15090 (3rd St.)

Section: 15090101 (4th St.)

S.R. 600, 687

S.R. 600, 687

District Maintenance

M.P. 0.000 - 0.895

M.P. 0.000 - 0.612

DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT

S.M.O.A. # 01-06

THIS AGREEMENT, made and entered into as of the 18TH day of AUGUST, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns State Road 687 (3rd and 4th Streets) right-of-way consisting of road improvements and grassed areas abutting thereon located between 5th Avenue North and 5th Avenue South in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the City has agreed to install and maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within the appropriate boundaries; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall, at its option, install all or some of those improvements to the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc. attached hereto as Exhibit "A", and maintain the installed improvements in accordance with the Maintenance Plan attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". Prior to installation or construction of any master plan element improvements, detailed construction plans, specifications, and maintenance plans will be

submitted for review and approval by the Department and incorporated in this Agreement as amendment thereto. Except as permitted in this Agreement, the City shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.
3. 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 City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance.
4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).
5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.
6. Prior to any major Project construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.
7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.
8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or

representatives of the City violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty calendar days removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the City following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties

hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (b) If to the City address to Mike Ryle, Engineering Construction Manager, Engineering Department, City of St. Petersburg, P.O. Box 2842, St. Petersburg, Florida 33731 or at such other address as the City may from time to time designate by written notice to the Department.

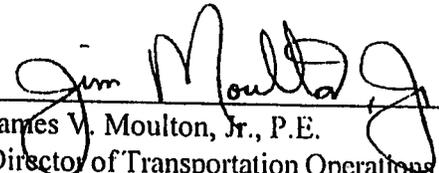
All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

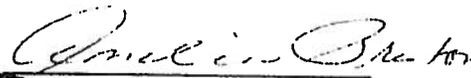
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

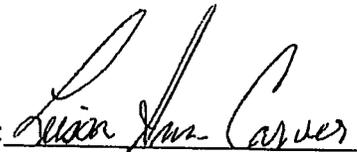
CITY OF ST. PETERSBURG
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Rick Baker
As its Mayor

By: 
James V. Moulton, Jr., P.E.
Director of Transportation Operations,
District Seven

Attest: 
City Clerk

Attest: 
Executive Secretary

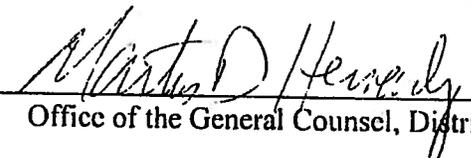


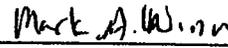
Approved  form and content: 

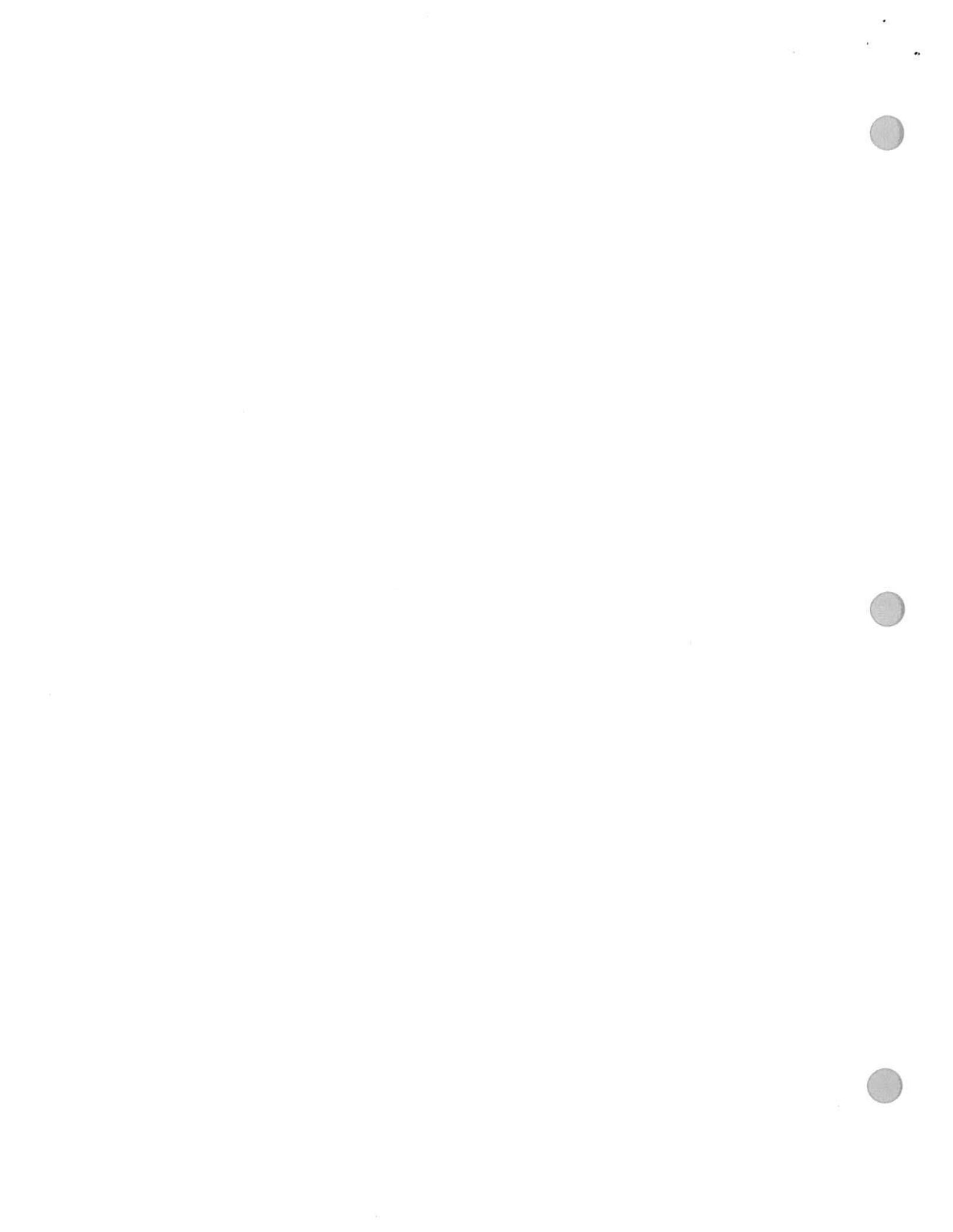
City Attorney (Designee)

(SEAL)

Legal Review:


Office of the General Counsel, District 7

By: 
Assistant City Attorney



A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT ("AGREEMENT") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE INSTALLATION OF STREETSCAPE IMPROVEMENTS ON 3RD AND 4TH STREETS BETWEEN 5TH AVENUES NORTH AND SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED STREETSCAPE IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SUBSEQUENT AMENDMENTS REQUIRED BY FDOT, THAT DO NOT SUBSTANTIVELY VARY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") owns State Road 687 right-of-way consisting of road improvements and sidewalk areas abutting thereon located on 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the sidewalk areas of the Project Highway which will improve and enhance its aesthetic and safety qualities; and

WHEREAS, the City and FDOT have agreed that the City may install all or some of those streetscape improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc.; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution of a Streetscape Maintenance Memorandum of Agreement ("Agreement") for the installation of the Improvements and the subsequent maintenance of the installed Improvements by the City at the City's expense, subject to appropriation; and

WHEREAS, FDOT will require amendments to the Agreement setting forth the detailed construction plans, specifications and maintenance plans each time a portion of the Project Highway is improved; and

WHEREAS, Administration recommends that City Council authorize the Mayor or the Mayor's designee to execute such amendments that do not substantively vary the terms and conditions of the original Agreement.

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 District Seven Highway Beautification Maintenance Memorandum Of Agreement with the Florida Department of Transportation ("FDOT") for the installation of streetscape improvements on 3rd and 4th Streets North between 5th Avenues North and South and the subsequent maintenance of the installed streetscape improvements by the City at the City's expense, subject to appropriation, subsequent amendments required by FDOT, that do not substantively vary the terms and conditions of the Agreement, and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of July, 2006.

David W. Buis

Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

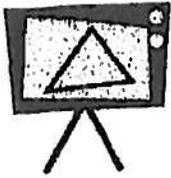
Amelia Dutton
Acting City Clerk



EXHIBIT "B" - MAINTENANCE PLAN
Highway Beautification Maintenance Memorandum of Agreement
Site Improvements

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (a) Maintain all site improvements including but not limited to specialized paving, decorative plaques, bollards, benches, trash receptacles, signage, newspaper racks, bicycle racks, precast concrete planters, and pedestrian lighting fixtures.
- (b) remove graffiti from site improvement surfaces;
- (c) repair cosmetic or structural damage to any site improvement component;
- (d) relocate or replace any site improvement component requiring removal for implementation of local roadway or utility projects;
- (e) maintain a pavement surface free from residue accumulation, algae, uneven pavement, or other slip or trip hazards; and
- (f) perform other maintenance as required to maintain the Project in a reasonable manner and with due care in accordance with Department guidelines and standards.



William Moriarty/D7/FDOT
08/22/2006 09:25 AM

To Normand Latallie/D7/FDOT@FDOT
cc John Simpson/D7/FDOT@FDOT, David G
Mimnaugh/D7/FDOT@FDOT
bcc
Subject STREETScape MOA, CITY OF ST. PETERSBURG

Good morning Normand;

In accordance with Mr. Simpson's Transmittal Letter of yesterday to you, I am forwarding the M.O.A. information for the item mentioned above:

1. M.O.A. Number: Streetscape M.O.A ("S.M.O.A.") #01-06
2. Permittee: City of St. Petersburg
3. Section;
 - a. 15090 (3rd Street-N.B. One Way)
 - b. 15090-101 (4th Street-S.B. One Way)
4. State Road: 600 (U.S. 92) and 687
5. Mile Posts:
 - a. 0.000-0.895
 - b. 0.000-0.812
6. Date of Agreement; 08/18/06

As always, please contact me if you have any questions.

Thanks!

M E M O R A N D U M
FLORIDA DEPARTMENT OF TRANSPORTATION
District Maintenance, MS 7-1200

DATE: August 21, 2006

TO: William D. Moriaty, District Vegetation Management Coordinator

FROM: John Simpson, District Landscape Architect

COPIES: N. Lataille

SUBJECT: TRANSMITTAL, Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd and 4th Streets) 5th Avenue North to 5th Avenue South

I am transmitting one original copy of the beautification (streetscape) maintenance MOA for your file with Exhibits A and B attached. I have delivered one original to the Pinellas Maintenance Permits Engineer. Please advise Normand of the MOA # assigned to this agreement.

This agreement allows the City to make incremental improvements based on an approved concept plan. The streetscape plans for each segment must be approved prior to the permit for that segment being issued by the Pinellas Permits Engineer. The DMO will be copied on the approved plans for our copy of the MOA.

You may wish to include this as part of an extended limits MOA 04-04 (copy attached) which was executed for an earlier section of 4th Street. If you have any questions, please call me at 5-6442. Thank you.

JS



MEMORANDUM
FLORIDA DEPARTMENT OF TRANSPORTATION
District Maintenance, MS 7-1200

DATE: August 21, 2006

TO: Normand Lataille, Permits Engineer

FROM: John Simpson, District Landscape Architect

COPIES: W. Moriaty

SUBJECT: TRANSMITTAL Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd and 4th Streets) 5th Avenue North to 5th Avenue South

I am transmitting one original copy of the beautification (streetscape) maintenance MOA for your file with Exhibits A and B attached. I have also delivered one original to the Distinct Maintenance Office. Will will advise you of the MOA # assigned to this agreement.

This agreement allows the City to make incremental improvements based on an approved concept plan. The streetscape plans for each segment must be approved prior to the permit for that segment being issued by the Pinellas Permits Engineer. The DMO should be copied on each approved segment plan for addition to its copy of the MOA.

If you have any questions, please call me at 5-6442. Thank you.

JS

JEB BUSH
GOVERNOR



Florida Department of Transportation

11201 N. McKinley Drive, MS 1200
Tampa, FL 33612

DENVER J. STUTLER, JR.
SECRETARY

August 21, 2006

Mike Ryle, Engineering Construction Manager
Engineering Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

TRANSMITTAL: Highway Beautification Maintenance Memorandum of Agreement (Streetscape); SR 687 (3rd & 4th Streets) 5th Avenue North to 5th Avenue South

Dear Mr. Ryle:

Enclosed is an executed original of the Highway Beautification Maintenance Memorandum of Agreement (MOA) with Exhibits "A" and "B" attached.

This agreement facilitates the City's incremental improvement of the corridor based on an approved streetscape concept. The construction plans for each streetscape segment must be approved by the Department prior to the permit for that segment being issued by the Pinellas Permits Engineer.

Once the streetscape plans have been approved, they will be attached to the MOA as an addition to Exhibit "A".

If you have any questions, you can reach me at (813) 975-6442, or at the email address below.

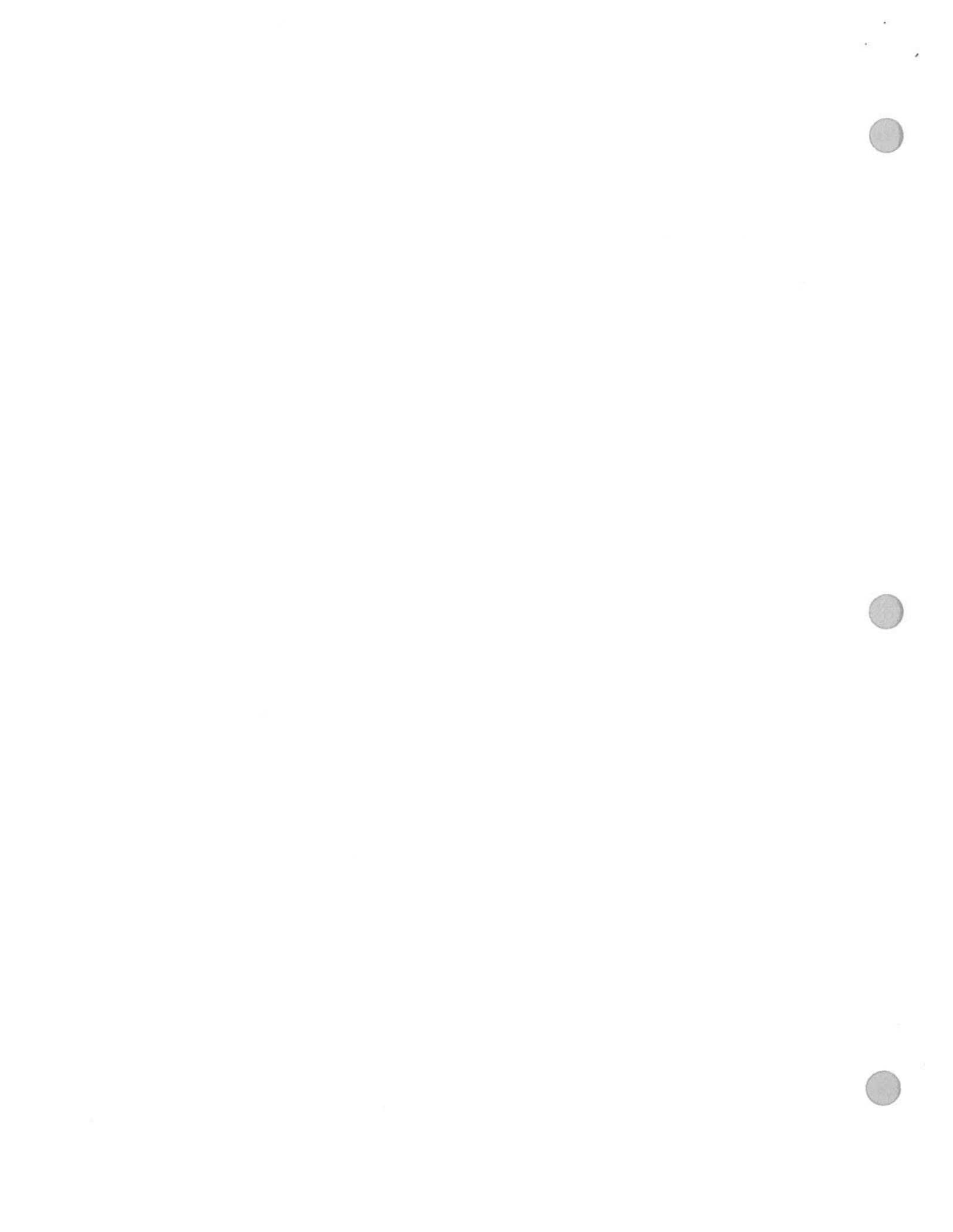
Sincerely,

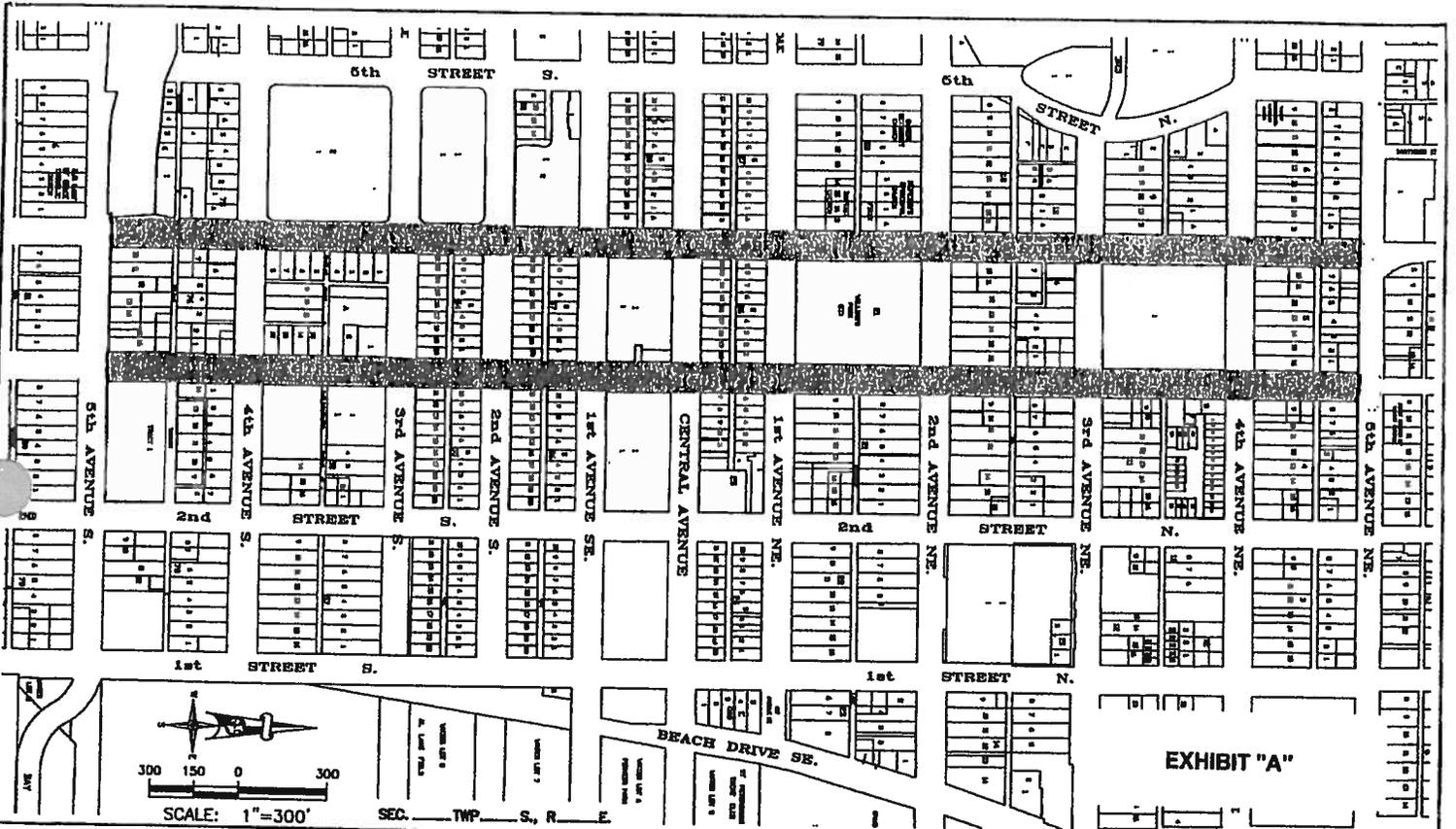
John Simpson
District Landscape Architect
john.simpson@dot.state.fl.us

JS

Attachment

cc: N. Lataille, W. Moriarty



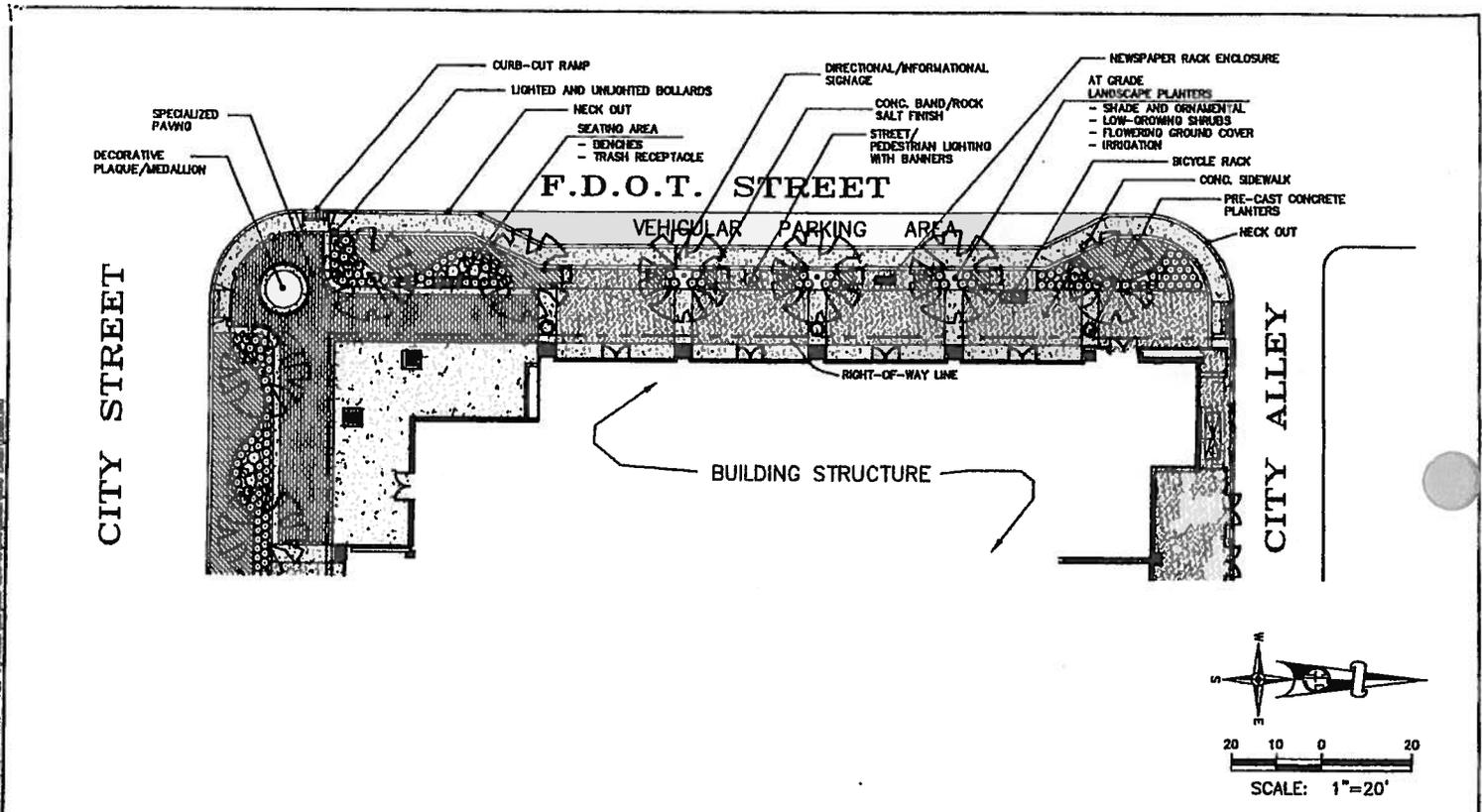


George F. Young, Inc.
 299 9th Street North
 St. Petersburg, Florida 33701-0683
 Tel: (727) 822-4317 Fax: (727) 822-2919

ENGINEERING, STORMWATER, &
 TRANSPORTATION DEPARTMENT
 CITY OF ST. PETERSBURG

APPROVED BY: _____

STREETSCAPE DESIGN PLAN PROJECT MAP
WITHIN 3rd & 4th STREET F.D.O.T. RIGHT-OF-WAY
BETWEEN 5th AVENUE N. AND 5th AVENUE S.



SEC. _____ TWP. _____ S., R. _____ E.

George F. Young, Inc.
 299 8th Street North
 St. Petersburg, Florida 33701-0683
 Tel: (727) 822-4517 Fax: (727) 822-2919

ENGINEERING, STORMWATER, &
 TRANSPORTATION DEPARTMENT
 CITY OF ST. PETERSBURG

APPROVED BY: _____

TYPICAL STREETSCAPE DESIGN PLAN
WITHIN 3rd & 4th STREET F.D.O.T. RIGHT-OF-WAY
BETWEEN 5th AVENUE N. AND 5th AVENUE S.

**AMENDMENT #4 TO DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT, made and entered into as of the _____ day of _____, 20__, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department") and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, (the "City");

WITNESSETH

WHEREAS, the Department and the City entered into a Highway Beautification Maintenance Memorandum of Agreement on August 18, 2006 (the Agreement) whereby the City agreed to maintain streetscape improvements within the rights-of-way of State Road 687 (3rd and 4th Streets), between 5th Avenue North and 5th Avenue South; within the city limits of St. Petersburg in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department and the City have agreed to amend the Agreement; and

WHEREAS, the City by Resolution No. _____, a copy of which is attached, has authorized its officers to execute this Amendment on its behalf.

NOW THEREFORE, for and in consideration of the premises, mutual benefits, and covenants contained herein, the parties agree as follows:

1. The limits of the Project Highway are amended to include State Roads 600 & 687 (U.S. 92/ 3rd and 4th Streets South) Section 15090-000 (3rd Street South) starting at Delmar Terrace (M.P. 0.046) and ending at 4th Avenue South (M.P. 0.097); and Section 15090-101 (4th Street South) starting at 4th Avenue South (M.P. 0.715) and ending at Delmar Terrace (M.P. 0.766); as depicted on attached Permit #2014-C-799-001 and the following document referenced as Exhibit "A"- 4 and attached herein;

a. Urban Edge Apartments Plan dated 12/20/2013.

2. Except as specifically amended by the parties herein, all terms and provisions of the Agreement dated August 18, 2006 and subsequent amendments thereto, shall remain in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF ST. PETERSBURG,
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
The Honorable Rick Kriseman
Mayor of the City of St. Petersburg

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations
District Seven

Attest: _____
City Clerk (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review

Legal Review:

City Attorney

Office of the General Counsel, District 7

APPROVED PERMIT

DISTRICT COPY

Permit # 2014-C-799-001

15 090 000 SR 687

15 090 101 SR687

Urban Edge Apartments

NOTE: Contractor shall not begin work until an Amendment to the Streetscape MOA has been fully executed with the City of St. Petersburg. The Department will notify the Construction Coordinator when the MOA has been executed.

RECEIVED

MAR 04 2014

PINELLAS MAINTENANCE

Exhibit "A"-4

2014-C-799-001

FEB 13 2014

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

PINELLAS MAINTENANCE 850-040 89
MAINTENANCE
OGC - 07/13
Page 1 of 5

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 5211 Ulmerton Road, Clearwater, FL 33760 (hereinafter referred to as the "DEPARTMENT") and Urban Edge Apartments, Ltd. 200 E. Canton Ave., Sulte 102, Winter Park, FL 32789 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 600 & 687 Section 15090 Subsection 000 & 101 from Begin MP 0.046 & 0.715 to End MP 0.097 & 0.766 Local Name 3rd St. South and 4th St. South located in Pinellas County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than \$1 million and 00/100 Dollars (\$ 100,000) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than \$1 million and 00/100 Dollars (\$ 100,000) for property damage, or a combined coverage of not less than \$1 million and 00/100 Dollars (\$ 1,000,000). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

FEB 13 2014

PINELLAS MAINTENANCE

vide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator 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 the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator 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 the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator 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.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT 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 Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

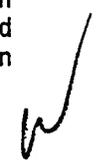
12. All work and construction shall be completed within 60 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT 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.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator 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, within its discretion may: 1) provide the Construction



FEB 13 2014

PINELLAS MAINTENANCE

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator 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 Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. 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.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of

FEB 13 2014

PINELLAS MAINTENANCE

850-040-80
MAINTENANCE
OGC - 07/13
Page 4 of 5

s Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (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 Construction Coordinator during the term 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 the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator 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 Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Dan Hughes Title Project Manager
Office No. 407-741-8500 Cell 407-832-5296 Email dhughes@cpgconstruction.com

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address 200 East Canton Ave., Suite 102, Winter Park, FL 3278

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: [Signature] (Signature)
Jay P. Brock (Print Name)
Executive Vice President (Title)
2/12/14 (Date)

Urban Edge Apartments, Ltd., a Florida limited partnership
By: SAS Urban Edge Apartments Managers, L.L.C., a Florida limited liability company, its general partner
By: Southern Affordable Services, Inc., a Florida not-for-profit corporation, its sole member

DEPARTMENT OF TRANSPORTATION

By: [Signature] (Signature)
ABU M. NAZMURREZA (Print Name)
ASSISTANT PINELLAS MAINTENANCE ENGINEER (Title)
[Signature] 3/6/14 (Date)

Legal Review:

[Signature]

RECEIVED

FEB 13 2014

PINELLAS MAINTENANCE

4th STREET SOUTH
(S.R. 687 SOUTH)

0' 2.5' 15" 30' 60'
GRAPHIC SCALE 1" = 30'



DELMAR TERRACE

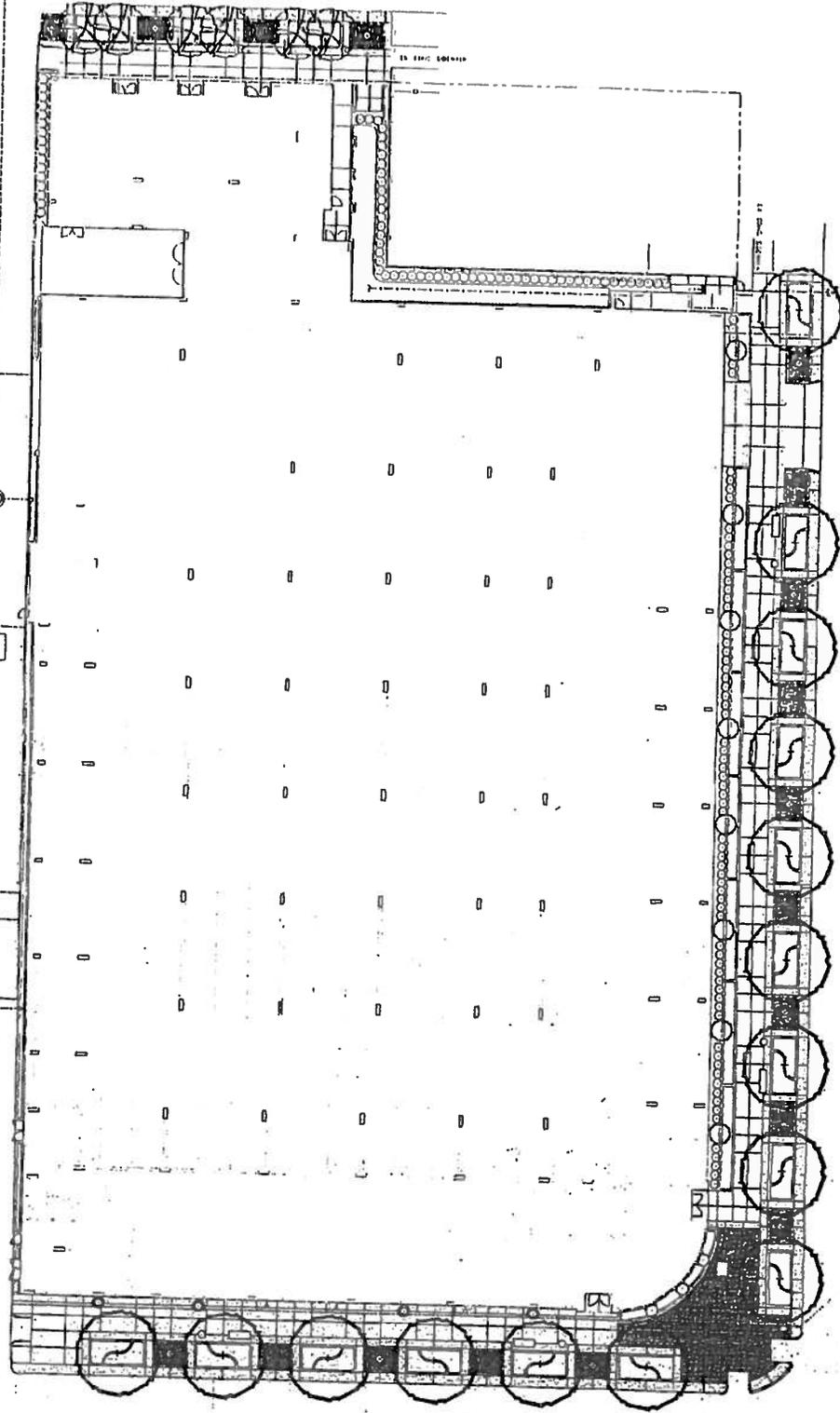
EXISTING SIDEWALK
EXISTING DRIVEWAY
EXISTING DRIVEWAY

LEGEND



PROPOSED DEVELOPMENT AREA
WITHIN 150 FT. ROAD

EXHIBIT 'A' - 4



3rd STREET SOUTH
(S.R. 687 NORTH)

RECEIVED

FEB 13 2014

PINELLAS MAINTENANCE

Section: 15090

S.R.: 600, 687

M.P.: 0.000-6.893

Section: 15090101

S.R.s 600+687

M.P.: 0.000-0.812

MOA 01/06

Section: 15240 DISTRICT SEVEN HIGHWAY BEAUTIFICATION

S.R.s 607+694 MAINTENANCE MEMORANDUM OF AGREEMENT

M.P. 3.376-5.883 M.O.A. # 23-06

THIS AGREEMENT, made and entered into as of the 10TH day of OCTOBER, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the "Department" and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns State Road 687 (3rd and 4th Streets) right-of-way consisting of road improvements and grassed areas abutting thereon located between 5th Avenue North and 5th Avenue South in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the City has agreed to install and maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 335.055, Florida Statutes to enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System within the appropriate boundaries; and

WHEREAS, the parties hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall install and maintain those improvements to the Project Highway as specified in the Construction Plans and Specifications attached hereto as Exhibit "A", and the Maintenance Plan attached hereto as Exhibit "B", all of which are hereby incorporated herein and made a part hereof by this reference and all of the work in connection therewith being hereinafter referred to as the "Project". Except as permitted in this agreement, the City shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the

Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the City.

3. 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 City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance.

4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with paragraph 10(a).

5. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is Mr. Brian Bennett, P.E., located at 5211 Ulmerton Rd., Clearwater, Florida, telephone number (727) 570-5101.

6. Prior to any major Project construction or reconstruction activity, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The permittee shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this agreement as determined by the Department.

9. It is understood between the parties hereto that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such

removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty calendar days removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this agreement, the City shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.

10. This Agreement may be terminated under any one of the following conditions:

- (a) By the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.
- (b) By the City following sixty calendar day's written notice.
- (c) By the Department following sixty calendar day's notice.

11. Within 60 days following a notice to terminate pursuant to 10(a) or 10(b), if the Department requests, the City shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to 10(c), the Department may remove, relocate or adjust the Project as it deems best.

12. To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. This Agreement may not be assigned or transferred by the City, in whole or in part without

consent of the Department.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

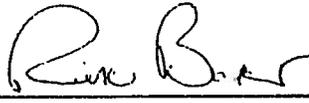
- (a) If to the Department, address to Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (2) If to the City address to Ms. Elizabeth A. Hammond, RLA, City of St. Petersburg Capitol Improvement Department, 1400 19th Street North, Suite 107, St. Petersburg, Florida 33713 or at such other address as the City from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

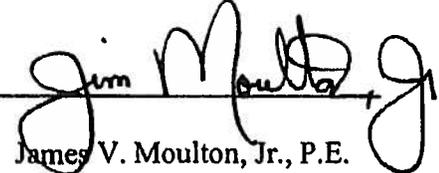
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETERSBURG
a municipal corporation of
the State of Florida

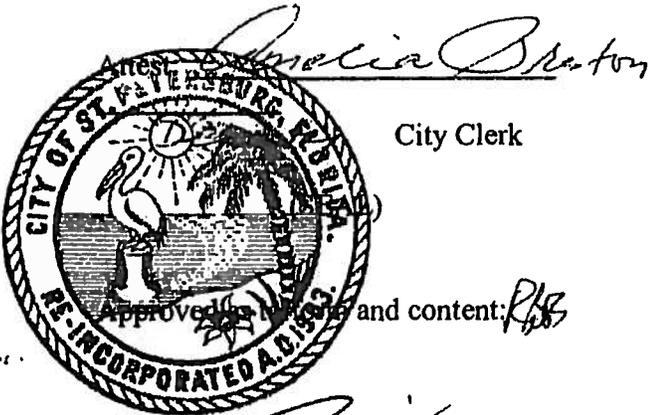
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

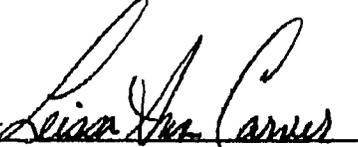
By: 

Rick Baker
As its Mayor
Operations,

By: 

James V. Moulton, Jr., P.E.
Director of Transportation
District Seven



Attest: 

Executive Secretary

(SEAL)

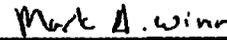
Approved the _____ and content: 

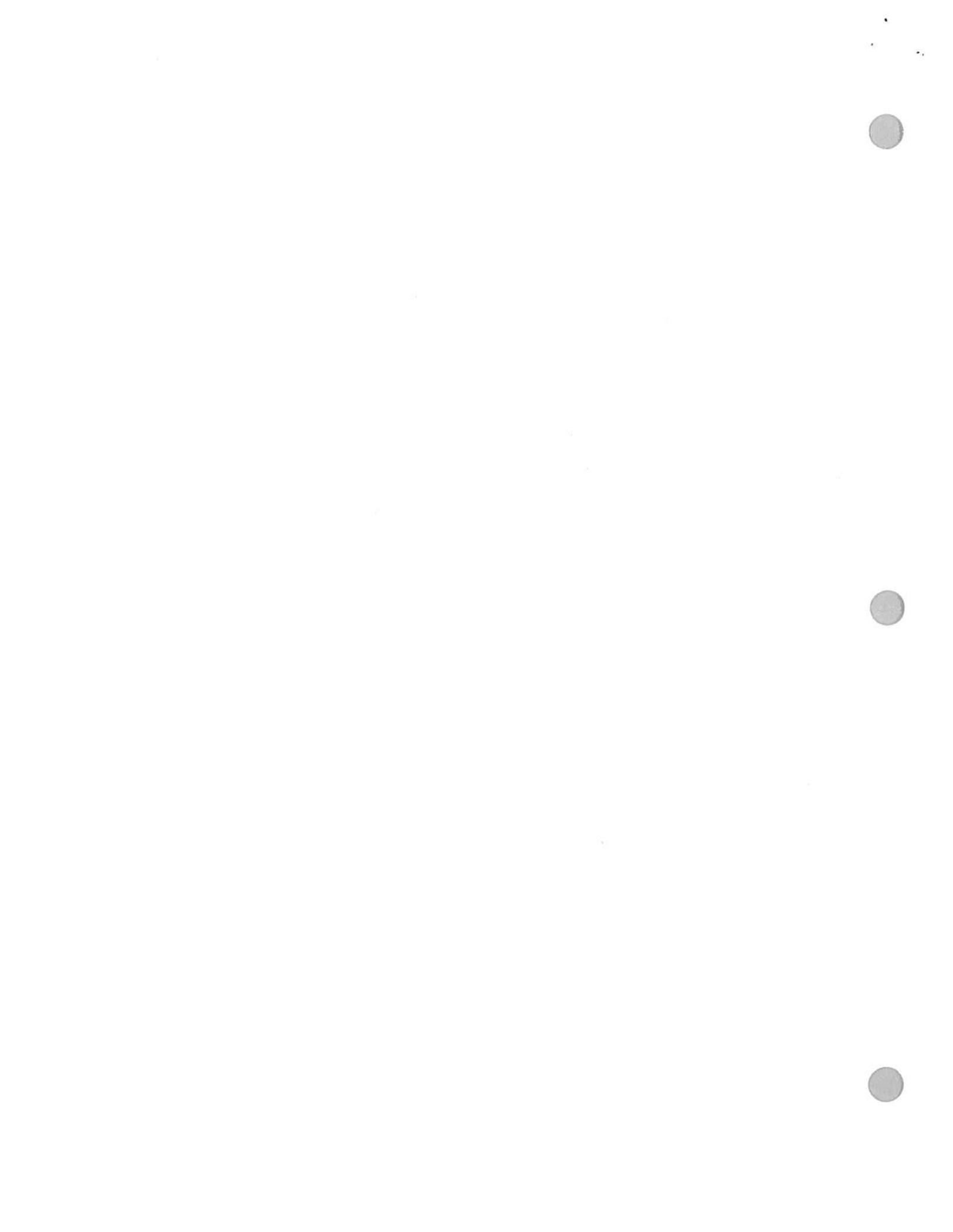
City Attorney (Designee)

Legal Review:



Office of the General Counsel, District 7

By: 
Assistant City Attorney



NO. 2006-407

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT ("AGREEMENT") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE INSTALLATION OF LANDSCAPE AND IRRIGATION IMPROVEMENTS ON 3RD AND 4TH STREETS BETWEEN 5TH AVENUES NORTH AND SOUTH AND THE SUBSEQUENT MAINTENANCE OF THE INSTALLED LANDSCAPE AND IRRIGATION IMPROVEMENTS BY THE CITY AT THE CITY'S EXPENSE, SUBJECT TO APPROPRIATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SUBSEQUENT AMENDMENTS REQUIRED BY FDOT, THAT DO NOT SUBSTANTIVELY VARY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") owns State Road 687 right-of-way consisting of road improvements and sidewalk areas abutting thereon located on 3rd and 4th Streets between 5th Avenues North and South ("Project Highway"); and

WHEREAS, the City desires to beautify and improve the landscaping of the Project Highway which will improve and enhance its aesthetic and safety qualities; and

WHEREAS, the City and FDOT have agreed that the City may install all or some of those landscape and irrigation improvements ("Improvements") on the Project Highway as conceptually described in the Streetscape Design Plan prepared by George F. Young, Inc.; and

WHEREAS, the City shall have the option as to the location and extent of the Improvements installed; and

WHEREAS, upon completion of the installation of any Improvements, the City will be responsible for maintaining the installed Improvements, subject to appropriation; and

WHEREAS, in order to proceed, the City must approve a resolution that authorizes the execution of a District Seven Highway Beautification Maintenance Memorandum Of Agreement ("Agreement") for the installation of the Improvements and the subsequent maintenance of the installed Improvements by the City at the City's expense, subject to appropriation; and

WHEREAS, FDOT will require amendments to the Agreement setting forth the detailed construction plans, specifications and maintenance plans each time a portion of the Project Highway is improved; and

WHEREAS, Administration recommends that City Council authorize the Mayor or the Mayor's designee to execute such amendments that do not substantively vary the terms and conditions of the original Agreement.

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 District Seven Highway Beautification Maintenance Memorandum Of Agreement ("Agreement") with The Florida Department Of Transportation ("FDOT") for the installation of landscape and irrigation improvements on 3rd and 4th Streets between 5th Avenues North and South and the subsequent maintenance of the installed landscape and irrigation improvements by the City at the City's expense, subject to appropriation, subsequent amendments required by FDOT, that do not substantively vary the terms and conditions of the Agreement, and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of July, 2006.



Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

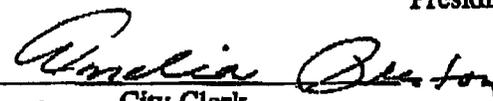
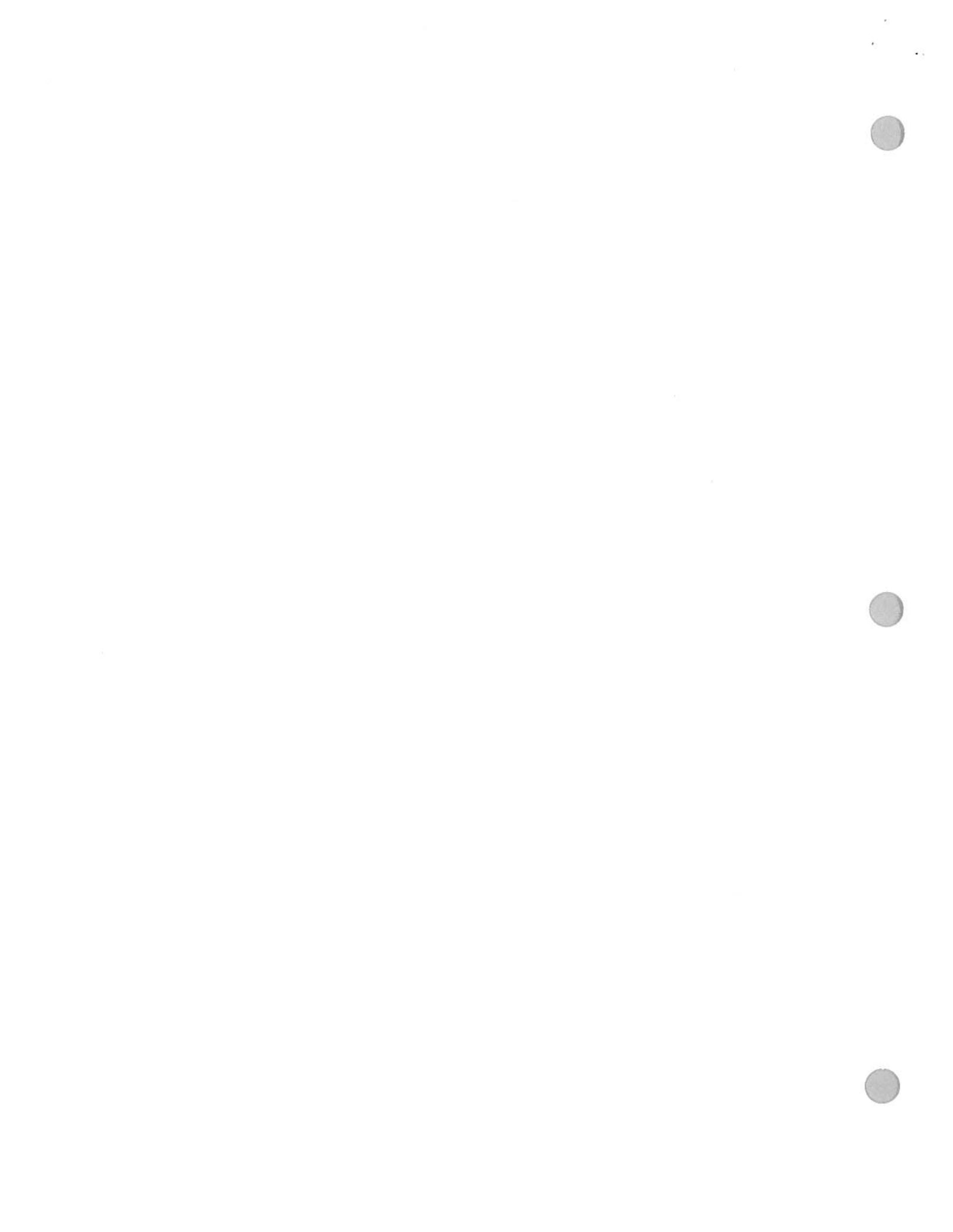

Acting City Clerk

EXHIBIT "B" - MAINTENANCE PLAN
Highway Beautification Maintenance Memorandum of Agreement
Site Improvements

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the City agrees to:

- (a) Maintain all site improvements including but not limited to specialized paving, decorative plaques, bollards, benches, trash receptacles, signage, newspaper racks, bicycle racks, precast concrete planters, and pedestrian lighting fixtures.
- (b) remove graffiti from site improvement surfaces;
- (c) repair cosmetic or structural damage to any site improvement component;
- (d) relocate or replace any site improvement component requiring removal for implementation of local roadway or utility projects;
- (e) maintain a pavement surface free from residue accumulation, algae, uneven pavement, or other slip or trip hazards; and
- (f) perform other maintenance as required to maintain the Project in a reasonable manner and with due care in accordance with Department guidelines and standards.



**AMENDMENT #5 TO DISTRICT SEVEN HIGHWAY BEAUTIFICATION
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT, made and entered into as of the _____ day of _____, 20__, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the "Department") and the CITY OF ST. PETERSBURG (the "City");

W I T N E S S E T H

WHEREAS, the Department and the City entered into a Highway Beautification Maintenance Memorandum of Agreement on October 10, 2006 (the Agreement) whereby the City agreed to install and maintain landscape improvements within the rights-of-way of State Road 687 (3rd and 4th Streets), between 5th Avenue North and 5th Avenue South; within the city limits of St. Petersburg in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department and the City have agreed to amend the Agreement; and

WHEREAS, the City by Resolution No. _____, a copy of which is attached, has authorized its officers to execute this Amendment on its behalf.

NOW THEREFORE, for and in consideration of the premises, mutual benefits, and covenants contained herein, the parties agree as follows:

1. The limits of the Project Highway are amended to include State Roads 600 & 687 (U.S. 92/ 3rd and 4th Streets South) Section 15090-000 (3rd Street South) starting at Delmar Terrace (M.P. 0.046) and ending at 4th Avenue South (M.P. 0.097); and Section 15090-101 (4th Street South) starting at 4th Avenue South (M.P. 0.715) and ending at Delmar Terrace (M.P. 0.766); as depicted in Exhibit "A"- 10 attached;
2. Except as specifically amended by the parties herein, all terms and provisions of the Agreement dated October 10, 2006 and subsequent amendments thereto, shall remain in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF ST. PETERSBURG,
a municipal corporation of
the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
The Honorable Rick Kriseman
Mayor of the City of St. Petersburg

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations
District Seven

Attest: _____
City Clerk (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review

Legal Review:

City Attorney

Office of the General Counsel, District 7

URBAN EDGE APARTMENTS

LANDSCAPE ARCHITECTURAL DRAWINGS

RECEIVED

JAN 23 2014

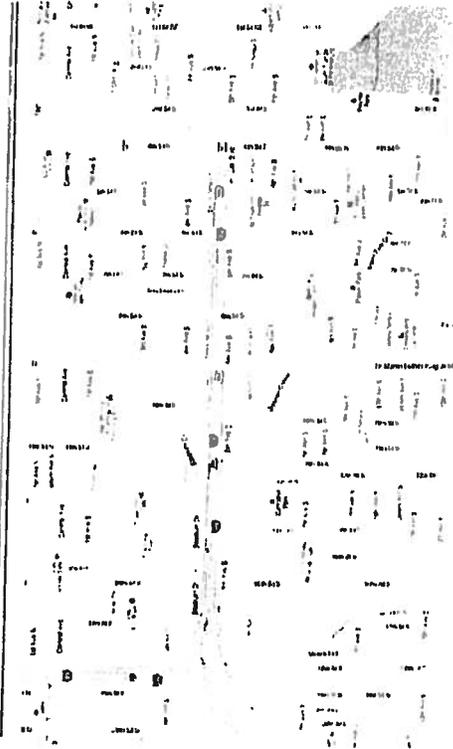
PINELLAS MAINTENANCE

CITY OF ST. PETERSBURG, FLORIDA

ISSUED FOR FDOT PERMIT 12.20.13

REVISED: 01.21.14

SITE LOCATION



INDEX OF DRAWINGS

NO.	DESCRIPTION	DATE
1	GENERAL NOTES	12.20.13
2	CONCEPTUAL LAYOUT	12.20.13
3	LANDSCAPE ARCHITECTURE	12.20.13
4	PLANTING SCHEDULE	12.20.13
5	IRRIGATION PLAN	12.20.13
6	PAVING PLAN	12.20.13
7	EXTERIOR LIGHTING PLAN	12.20.13
8	EXTERIOR FURNITURE PLAN	12.20.13
9	EXTERIOR WALLS AND PARTITIONS	12.20.13
10	EXTERIOR ROOFING	12.20.13
11	EXTERIOR FINISHES	12.20.13
12	EXTERIOR STRUCTURE	12.20.13
13	EXTERIOR MECHANICAL	12.20.13
14	EXTERIOR ELECTRICAL	12.20.13
15	EXTERIOR PLUMBING	12.20.13
16	EXTERIOR HEATING	12.20.13
17	EXTERIOR COOLING	12.20.13
18	EXTERIOR VENTILATION	12.20.13
19	EXTERIOR SOUND	12.20.13
20	EXTERIOR SECURITY	12.20.13
21	EXTERIOR ACCESSIBILITY	12.20.13
22	EXTERIOR SAFETY	12.20.13
23	EXTERIOR MAINTENANCE	12.20.13
24	EXTERIOR OPERATIONS	12.20.13
25	EXTERIOR MANAGEMENT	12.20.13



Exhibit A-10

Handwritten signature

RECEIVED

JAN 23 2014

PINELLAS MAINTENANCE

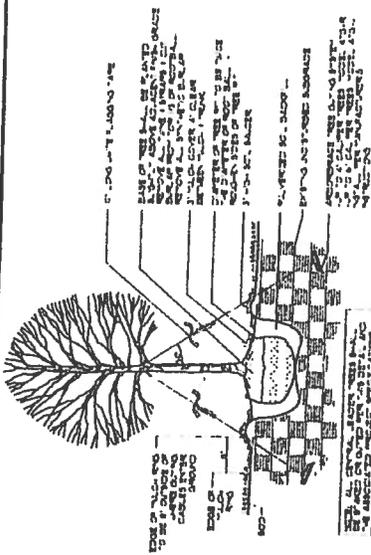
OWNER

URBAN EDGE
APARTMENTS

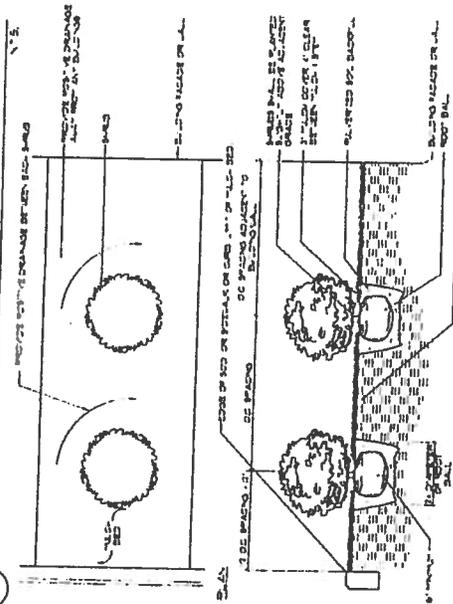
CITY OF
PINELLAS COUNTY
LANDSCAPE
DEPARTMENT

NO.	1123
DATE	01/23/14
BY	ELIZABETH
FOR	LANDSCAPE

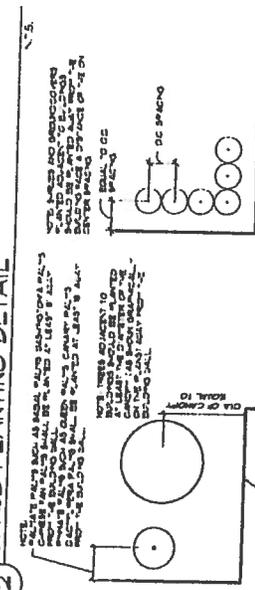
L-302



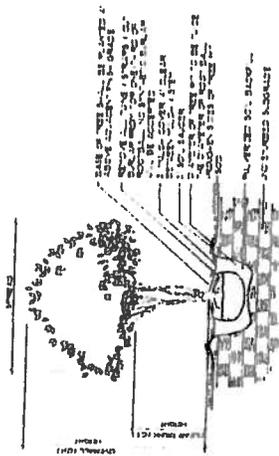
1 TREE PLANTING DETAIL



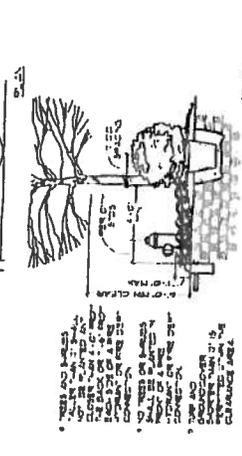
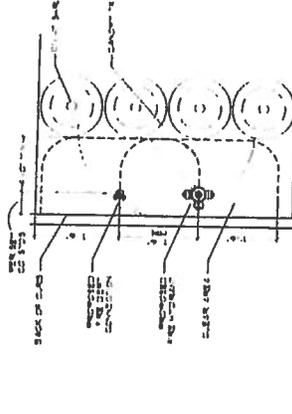
2 SHRUB PLANTING DETAIL



3 TREE & SHRUB SPACING ADJ. TO BUILDING

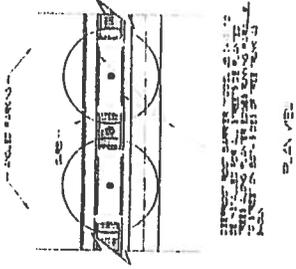


4 MULTI-TRUNK TREE PLANTING DETAIL

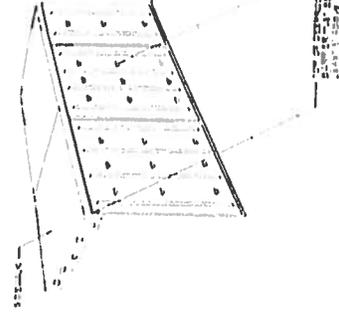


5 PLANTING ADJ. TO FIRE HYDRANTS & FIRE DEPT. CONNECTIONS

6 TREE AND LIGHT POLE ISLAND DETAIL

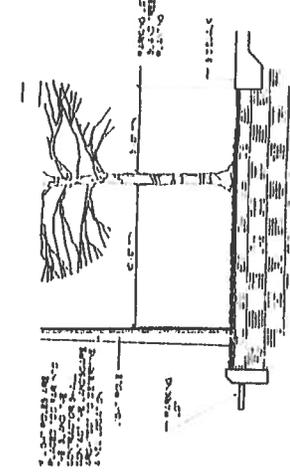


PLAN VIEW



6\"/>

6 6\"/>



7 TREE AND LIGHT POLE ISLAND DETAIL



220 Pine Mall Drive
 Clearwater, Florida 34617
 Phone: (813) 947-1100
 Fax: (813) 947-1101

Handwritten signature

RECEIVED
 JAN 23 2015
 PINELLAS MAINTENANCE

CIVIL

URBAN EDGE
 APARTMENTS

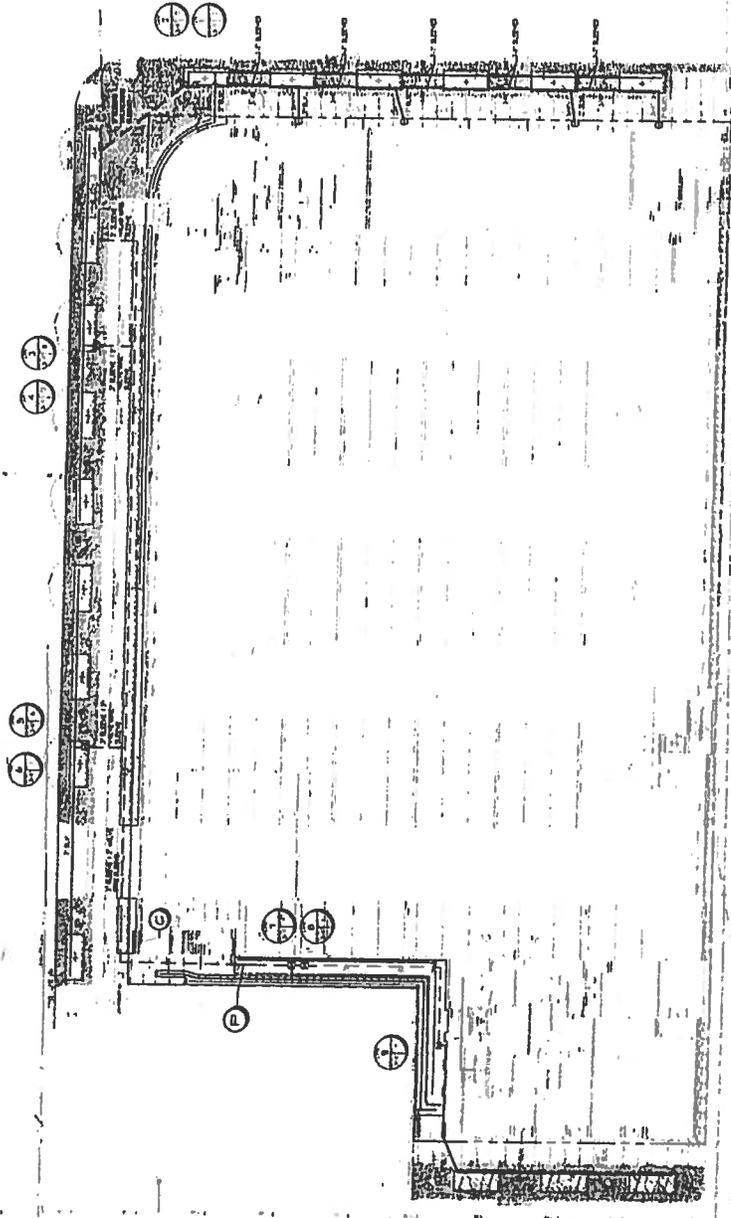
CITY OF
 ST. PETERSBURG
 RESOLUTION
 PLAN

NO.	11003
DATE	1/23/15
BY	...
FOR	...



L-400

4th AVENUE SOUTH



3rd STREET SOUTH
 (S.R. 687 NORTH)

DELMAR TERRACE

4th STREET SOUTH
 (S.R. 687 SOUTH)



MEMORANDUM

Council Meeting of June 19, 2014

TO: Members of City Council

FROM: Mayor Rick Kriseman 

RE: Confirmation of Appointment to the Arts Advisory Committee

I respectfully request that Council confirm the appointment of Ya La'Ford as a regular member to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2016.

A copy of Ms. La'Ford's resume has been provided to the Council office for your information.

RK/ea

Attachments

cc: B. Brincklow, Arts & International Relations Manager

A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER TO
THE ARTS ADVISORY COMMITTEE; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Ya La'Ford as a regular member to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2016

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)