COUNCIL MEETING

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

CITY OF ST. PETERSBURG

September 18, 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 call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who

needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk's Office at 893-7448.

A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

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)

Setting October 2, 2014 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance amending Chapter 8 of the City Code by deleting Section 8-148 relating to sunsetting; amending Section 8-145, and providing for clarification of foreclosure, default, and annual registration.

2. Ordinance extending the time frames for sunsetting established in Ordinance 105-H which suspended City Code Section 21-31 (f) (13) and 21-31(I) (1) for one hundred eighty (180) days to relieve a conflict between those Sections of the City Code regulating park permits and City Council and Administration Procedures for Co-Sponsored Events, pending a permanent Resolution of conflict and other matters.

3. Ordinance adopting the Pinellas County Interlocal Service Boundary Agreement that provides for voluntary annexation of property that is not contiguous to the City and is located in an enclave.

E. Reports

1. Land Use & Transportation: (a) Pinellas Planning Council (PPC); (b) Metropolitan Planning Organization (MPO) & Advisory Committee for Pinellas Transportation (ACPT); (c) TBTMA (Tampa Bay Transportation Management Area); (d) MPO Action Committee; and (e) Greenlight Update. (Councilmember Kennedy) (Oral)

2. Gateway Express Projects by Ms. Eyra Cash, Florida Department of Transportation Project Manager. [DELETE]

3. A report on the Use, Management and Operation of Al Lang Stadium and the Walter Fuller Complex.

4. Authorizing the Mayor or his designee to sell a City-owned property located at 1835 - 13th Avenue South, St. Petersburg, to a City employee 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 for the sum of $90,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program.

5. Approving the negotiated agreement with the St. Petersburg Association of Firefighters representing the Fire Captains and District Chiefs for the period of October 1, through September 30, 216.

F. New Business

1. Referring to the Budget, Finance & Taxation Committee to look into the possibility of offering sick time benefits to part-time City employees. (Councilmember Newton)

2. Requesting a discussion regarding the disposition of Surplus Military Equipment to various municipalities. (Councilmember Newton)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee. (09/11/2014)

(a) Resolution authorizing the issuance of not to exceed $38,000,000 City of St. Petersburg, Florida Public Utility Revenue Bonds, Series 2014A and not to exceed $50,000,000 City of St. Petersburg, Florida Public Utility Refunding Revenue Bonds, Series 2014B, to be applied to acquire, construct and erect additions, improvements and extensions to its public utility system, to advance refund a portion of the City's Public Utility Revenue Bonds, Series 2005, and for certain other purposes more fully described herein; providing for the payment of such proposed Bonds from the Net Revenues of its Public Utility System on Parity with certain Bonds heretofore issued by the City; making other covenants and agreements in connection therewith; authorizing a competitive bid and approving the form of the official notices of sale and summary notice of sale pertaining to such Bonds; making certain provisions and delegating certain responsibilities with respect to the notice, bidding and sale of the Bonds; approving the form of the Preliminary Official Statement, Disclosure Dissemination Agent Agreement, Paying Agent and Bond Registrar Agreement and Escrow Deposit Agreement; authorizing the execution and delivery of a Final Official Statement, Disclosure Dissemination Agent Agreement, Paying Agent and Bond Registrar Agreement and Escrow Deposit Agreement; appointing a Paying Agent, Bond Registrar and Escrow Agent; and providing certain other matters in connection therewith.

(b) Authorizing the Mayor or his designee to execute a Subordination Agreement to Society of St. Vincent DePaul's Center of Hope property to allow Society of St. Vincent DePaul South Pinellas, Inc. to obtain financing from Branch Banking and

Trust to complete a major stucco/paint project of which its building is in dire need and a line of credit that will assist the owner to periodically address aging accounts receivables; and authorizing the Mayor of his designee to execute all documents necessary to effectuate this transaction.

2. Public Services & Infrastructure Committee. (09/11/2014)

H. Legal

1. Amending the lease with St. Petersburg Police Pistol Club, Inc. for the pistol range facility to extend the term for an additional three months in order to provide time to negotiate a new lease.

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

Public Hearings

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

1. Confirming the preliminary assessment for Lot Clearing Number 1539.

2. Confirming the preliminary assessment for Building Securing Number 1192.

3. Confirming the preliminary assessment for Building Demolition Number 419.

4. Utility Rates FY2015:

   (a) Ordinance 132-H relating to utility rates and charges; amending Chapter 27, Subsections 27-141 (a), 27-142 (a), 27-144 (c), 27-177 (a), 27-283 (a), and Subsections 27-284 (a) and 27-284 (d) of the St. Petersburg City Code; amending base charges and volume charges for water service; amending wholesale water service charges for the City of Gulfport; amending base and volume charges for irrigation only accounts; amending reclaimed water rates and charges; amending base and volume charges for wastewater service; amending wastewater service charges for wholesale customers; providing for severability of provisions; providing an explanation of words struck through and underlined; and establishing a date to begin calculating new rates for billing purposes.

   (b) Sanitation Rate Study

   (c) Stormwater Rate Recommendation

5. Ordinance 134-H creating Section 4-8; providing for the regulation of certain household pets; and limiting the total number of household pets allowed at a residence.

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare

that he or she will testify truthfully by taking an oath or affirmation in the following form:

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

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

6. Ordinance 093-HL approving the designation of the Cade Allen Residence, located at 3601 Foster Hill Drive North, as a local historic landmark. (City File HPC 14-90300001)

7. Ordinance 092-HL approving the designation of the Euclid Elementary School, located at 1090 - 10th Street North, as a local historic landmark. (City File HPC 14-90300004)

Second Public Hearing - Fiscal Year 2015 Budget

8. Fiscal Year 2015 Final Millage Rate and Adopted Budget:

   (a) Resolution adopting a final millage rate for the Fiscal Year ending September 30, 2015.

   (b) Ordinance 133-H making appropriations for the fiscal year ending September 30, 2015; making appropriations for the payment of the operating expenses of the City of St. Petersburg, Florida, including its utilities, and for the payment of principal and interest of revenue bonds, and other obligations of the City of St. Petersburg, Florida; making appropriations for the Capital Improvement Program of the City of St. Petersburg, Florida; adopting this appropriation ordinance as the budget for the city for fiscal year ending September 30, 2015; and providing for related matters.

   (c) Resolution adopting the recommended Multi-Year Capital Improvement Program for the City of St. Petersburg, Florida.

J. Open Forum

K. Adjournment

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
September 18, 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 Ford trucks and SUVs for the Fleet Management Department from Duval Ford, LLC at a total cost of $1,358,273.

2. Accepting a bid from Tom White, Inc. dba Tom White Painting & Restoration to paint and waterproof three municipal office buildings at a total cost of $745,750; approving a transfer from the unappropriated balance of the Municipal Office Buildings Fund (5005) to the General Capital Improvement Fund (3001) in the amount of $300,000; and approving a supplemental appropriation in the amount of $400,000 in the General Capital Improvement Fund to the MSC Repairs & Upgrades Project 11672.

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
September 18, 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. Accepting a bid from Wharton-Smith, Inc. for the Northeast Water Reclamation Facility (NEWRF) Clarifier No. 3 Rehabilitation for the Water Resources Department at a total cost of $394,214.

2. Awarding a three-year blanket purchase agreement to Lakeside Occupational Medical Centers, Inc. and Life Extension Clinics, Inc. dba Life Scan Wellness Centers for medical examinations and health testing services at an estimated annual cost of $320,000.

3. Awarding a contract to Island Marine Group, LLC, in the amount of $295,160 for the construction of the Bay Vista Boat Ramp Improvements Project (Engineering Project No. 11236-417; Oracle Project No. 13181); approving a resolution authorizing the Mayor to accept a Florida Fish and Wildlife Conservation Commission ("FFWCC") Grant ("Grant") from the Florida Boating Improvement Program, Boating and Waterways Section for Project at a total maximum reimbursement amount of $140,000; to execute the Florida Boating Improvement Program Grant Agreement for the Project site with the FFWCC; and to execute all other documents necessary to effectuate the Grant; and approving a supplemental appropriation in the amount of $140,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the Boat Ramp Facility Improvements Project (13181).

4. Accepting a bid from CDW Government, LLC for mobile printers and accessories for the Police Department in an amount not to exceed $256,000.

5. Awarding a contract to Tecta America West Florida, LLC in the amount of $122,357 for the Cosme Water Treatment Plant Pump Building Roofing Repairs project; and appropriating $133,000 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the COS Pump Building Roof Repair FY14 Project (14583).

(City Development)

6. Authorizing the Mayor or his designee to execute a one (1) year agreement with the Pinellas Suncoast Transit Authority in an amount not to exceed $75,000 to operate a daily fixed route trolley service program from St. Pete Beach to the eastern terminus of

2nd Avenue NE in downtown St. Petersburg including service to the Dolphin and Pelican Parking Lots.

7. Authorizing the Mayor or his designee to execute Supplemental Joint Participation Agreement Number 1 (FPN: 433385-1-94-01, Contract No: AR736) ("SJPA #1") between the City of St. Petersburg and the Florida Department of Transportation ("FDOT"), which provides $50,000 from FDOT for shore-side facility and infrastructure repair at the Port, establishes an expiration date for the Joint Participation Agreement ("JPA") of June 30, 2017, and requires City matching funds in the amount of $50,000; approving a supplemental appropriation of $100,000 from the unappropriated balance of the Port Capital Projects Fund (4093) to the Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122), with $50,000 resulting from these additional revenues from FDOT and the $50,000 match coming from the unappropriated balance of the Port Capital Projects Fund (4093); and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

8. Authorizing the Mayor or his designee to execute the following License Agreements for the use of buildings within portions of City-owned Parkland for a period of three (3) years at an aggregate rent of $36.00 for each agreement; and waiving the reserve for replacement requirement. (Requires affirmative vote of at least six (6) members of City Council.)

(a) Wildwood Dodgers, Inc. for the use of 1) a Concession Stand Building and Storage Building within a portion of the City-owned Wildwood Park located at 1000 - 28th Street South, St. Petersburg.

(b) North East Little League, Inc. for the use of a Concession Stand/Storage Building within a portion of Northeast Park Baseball Complex located at 955 - 62nd Avenue Northeast, St. Petersburg.

(c) Gibbs Junior Gladiators Youth Athletic Association, Inc. for the use of 1) a Concession Stand/Storage Area (North Field) within a portion of 31st Street Sports Complex located at 4801 —31st Street South, St. Petersburg and 2) a Building located at approximately 2567 – 11th Avenue South, Petersburg and 3) a Concession Stand/Storage Building located at approximately 1000 – 28th Street South, St. Petersburg within Wildwood Park.

(d) Lakewood Jr. Spartans Youth Association, Inc. for the use of 1) a Concession Stand/Storage Building (South Field) and 2) a Portable Classroom within a portion of 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg.

(e) Childs Park Rattlers Youth Athletic Organization for the use of 1) a Concession Stand/Storage Building/Press Box area and 2) an Equipment/Storage Building within a portion of the City-owned Childs Park Athletic Complex located at 601 - 45th Street South, St. Petersburg.

(f) Southside Youth Soccer League, Inc. for the use of 1) a Concession Stand/Restroom Building, 2) a Storage Building and 3) a Meeting Facility within a portion of Lakewood Sports Complex located at 1101 Country Club Way South, St. Petersburg.

9. Approving the plat of Hermitage, generally located at 712 - 1st Avenue South. (City File 14-20000006)

10. Authorizing the Mayor or his designee to execute a License Agreement and all other necessary documents with the Board of Trustees of St. Petersburg College for the use of the existing parking lot located on a portion of City-owned parkland at Eagle Crest Lake for a period of three (3) years at an aggregate rent of $36.00; and waiving the reserve for replacement requirement. (Requires affirmative vote of at least six (6) members of City Council.)

11. Authorizing the Mayor or his designee to execute a Third Amendment to the Employee Parking License Agreement and all other necessary documents with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $546.36 per month, with the right to request an extension for an additional one (1) year term. (Requires affirmative vote of at least six (6) members of City Council.)

12. Authorizing the Mayor or his designee to execute a License Agreement and all other necessary documents with the University of South Florida Board of Trustees, a public body corporate, for its College of Engineering, for use of the restroom building within City-owned Albert Whitted Park to access, install, operate and maintain photovoltaic improvements for a term of five (5) years, at a rent of $60.00 for the term. (Requires affirmative vote of at least six (6) members of City Council.)

13. Authorizing the Mayor or his designee to sell a City-owned property located at 1835 - 13th Avenue South, St. Petersburg, to a City employee 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 for the sum of $90,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program. [MOVED to Reports as E-4]

14. Authorizing the Mayor or his designee to execute a Parking Space Use Agreement and all other necessary documents with Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center for the purpose of providing six (6) parking spaces located in City Hall Parking Lot No. 4.

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(Appointments)

15. Approving the appointments of Michael J. Jefferis II and Joseph Zeoli to the Board of Trustees of the Police Pension Fund for a four-year term beginning October 1, 2014 and ending September 30, 2018.

16. Approving the appointments of Michael J. Connors and Andrew J. Swenson to the Board of Trustees of the Fire Pension Fund for a four-year term beginning October 1, 2014 and ending September 30, 2018.

(Miscellaneous)

17. Resolution rescinding City Council Resolution No. 2014-352; authorizing the Mayor or his designee to negotiate and provide a 0% interest acquisition and development forgiven loan in the amount of $268,965 from the Home Investment Partnership ("HOME") Affordable Multi-Family Rental Program to Boley Centers, Inc. for acquisition and development of the 3636 Park Apartments to be located at 3636 5th Avenue North; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

18. Approving the negotiated agreement with the St. Petersburg Association of Firefighters representing the Fire Captains and District Chiefs for the period of October 1, through September 30, 216. [MOVED to Reports as E-5]

19. Authorizing the Mayor or his designee to execute a Use Restriction Agreement with the Florida Department of Environmental Protection ("FDEP"); and to execute a Restrictive Covenant with FDEP.

20. Approving the 2014 Fire Protection Services Agreement for the Gandy Fire Control District and authorizing the Mayor or his designee to execute the 2014 Fire Protection Services Agreement for the Gandy Fire Control District.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee
Thursday, September 11, 2014, 8:00 a.m., Room 100

Public Services & Infrastructure Committee
Thursday, September 11, 2014, 9:15 a.m., Room 100

City Council Meeting
Thursday, September 11, 2014, 3:00 p.m., Council Chamber

Youth Services Committee
Thursday, September 18, 2014, 8:30 a.m., Room 100

CRA/ Agenda Review & Administrative Updates
Thursday, September 11, 2014, 1:30 p.m., Room 100

Legislative Affairs & Intergovernmental Relations Committee
Thursday, September 18, 2014, 1:30 p.m., Room 100

FY 2015 Second Budget Public Hearing Meeting
Thursday, September 18, 2014, 6:00 p.m., Council Chamber

Committee of the Whole - Weeki Wachee Funds
Thursday, September 25, 2014, 2:30 p.m., Room 100

CITY OF ST. PETERSBURG
Board and Commission Vacancies

Arts Advisory Committee
2 Regular Members
(Terms expire 9/30/14 & 9/30/15)

Civil Service Board
3 Alternate Members
(Terms expire 6/30/16 & 6/30/17)

City Beautiful Commission
2 Regular Members
(Terms expire 12/31/14 & 12/31/16)

Code Enforcement Board
1 Alternate Member
(Term expires 12/31/16)

Commission on Aging
3 Regular Members
(Terms expire 12/31/14 & 12/31/16)

Public Arts Commission
2 Regular Members
(Terms expire 4/30/17 & 4/30/18)

Committee to Advocate for Persons with Impairments (CAPI)
2 Alternate Members & 1 Regular Member
(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 1/31/15)

MEMORANDUM

st.petersburg
www.stpete.org

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

FROM: Todd Yost, Director, Codes Compliance Assistance Department

DATE: August 19, 2014

SUBJECT: Foreclosure Registry Ordinance

Foreclosure Registry Background:

The Council passed Ordinance No. 48-H creating a foreclosure registry with an effective date of October 25, 2012. The intent of this ordinance is "to preserve and protect public safety, security and quiet enjoyment of occupants abutting property and neighborhoods and to prevent blighted and unsecured residences by identifying properties in foreclosure, requiring owners of these properties to be notified of property maintenance standards and be responsible for maintaining the property and having a contact for the City to call upon for issues needing to be addressed." Furthermore the goal of the foreclosure registry is to expedite responses for compliance of property issues on foreclosed properties. The Codes Compliance Assistance Department implemented this ordinance in partnership with an outside vendor, Federal Property Registration Corp. The vendor seeks out properties that meet the qualifications for registration and notifies those properties, collects the registration fee, administers the registry, and collects property contact information. The vendor maintains a database and coordinates the registry with the City.

Comment [JMR1]: To be consistent with the second sentence of this paragraph.

Registry Requirements:

- Any mortgagor of property must register property with the vendor within 10 days of filing a lis pendens and/or any action to foreclose upon a property.
- Registration is valid for one year.
- If the property is sold or foreclosure is terminated, proof must be submitted for removal from the foreclosure registry.
- Any changes of information on the property must be submitted to the vendor.
- Property that is unoccupied must post a notice of contact identifying the person(s) responsible for property management.

Comment [JMR2]: Mortgagee?

Comment [JMR3]: Describe what the proof is being submitted for.

Registry Process:

- Vendor submits registered properties to Codes Compliance Assistance Department.
- Initial property inspection completed by Codes Investigator.
- If property maintenance issues are noted by the Codes Investigator, a property case is created. Compliance is sought for new property violations.

Conclusion:

The ordinance has been effective in its intent and purpose. The registration of these properties has been effective in assisting efforts to resolve blight and property related issues during the foreclosure process. There have been 4389 registrations identified since the foreclosure registry was implemented through the end of July 2014. Of those registrations, approximately 22% of them have had property maintenance issues. The property information provided as required by the ordinance has assisted in gaining a compliance rate of over 80%.

Staff Recommendations:

- The ordinance contains a sunset clause in Section 8-148. which will terminate the ordinance on the second anniversary of its effective date. Staff recommends that this sunset provision be deleted in its entirety and that the ordinance remain in effect.
- Staff also recommends changes to definitions for clarification purposes in Section 8-145.

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 8 OF THE CITY CODE BY DELETING SECTION 8-148 RELATING TO SUNSETTING; AMENDING SECTION 8-145; PROVIDING FOR CLARIFICATION OF FORECLOSURE, DEFAULT, AND ANNUAL REGISTRATION; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section one. Section 8-145 of the St. Petersburg City Code is hereby amended to read as follows:

For the purpose of this subdivision, the following definitions shall apply unless the context clearly indicates and requires a different meaning.

Annual registration means registration every 12 months from the date of the first action that required registration, as determined by the POD and every subsequent 12 month period.. The date of the initial registration may be different than the date of the first action that required registration.

Days means calendar days.

Default means a claim by a mortgagee, or other lien holder, that the mortgagor has not complied with the terms of the mortgage on the property or other evidence of the debt referred to in the mortgage.

Foreclosure means the legal process by which a ~~parcel, tract, lot or other defined area of property, placed as security for a real estate loan, is prepared for sale by the mortgagee to satisfy the debt if the borrower/mortgagor defaults. This definition shall include all processes, activities and actions, by whatever name, associated with this process.~~ mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property subject to the lien held by that mortgage or other lien holder. This definition shall include, but is not limited to, public notice of default, deed-in-lieu of foreclosure, sale to the mortgagee or lien holder prior to certificate of title, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until title to the property is transferred to a third party either before or after certificate of title or until the legal process is dismissed.

Local means within the boundaries of the City of St. Petersburg, Florida.

Local agent means the agent designated by the mortgagee upon registration as required under this subdivision.

Mortgagee means the creditor in a mortgage agreement including but not limited to trustees; service companies; lenders; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement. For purposes of this subdivision only, the term mortgagee does not apply to governmental entities, second mortgage holders (unless the first mortgage has been satisfied), or other persons or entities with an inferior lien position to a first mortgage.

Owner means every person, entity, or service company, who alone or severally with others:

(1) Has legal or equitable title to any real property dwelling, dwelling unit, mobile dwelling unit, building, structure, or parcel of land, vacant or otherwise, including, but not limited to, a mobile home park; or

(2) Has care, charge or control of any property described in (1) above, in any capacity including but not limited to agent, executor, executrix, administrator, administratix, trustee or guardian of the estate of the holder of legal title; or

(3) Is a mortgagee in possession of any such property, described in (1) above or is a mortgagee with actual control of access to such property by any means including, but not limited to, changing locks or putting on a lock box; or

(4) Is an agent, trustee or other person appointed by the courts and vested with possession or control of any property described in (1) above.

Property(ies) in foreclosure means any property in the City that is the subject of a foreclosure action or proceeding by a mortgage or lien holder or is the subject of a foreclosure sale where a certificate of title was obtained by the mortgagee involved in the foreclosure, and/or has been transferred to the mortgagee under a deed in lieu of foreclosure or otherwise.

Property means any real property, or portion thereof, located in the City, including buildings or structures situated on the property. For purposes of this subdivision only, property does not include property owned or subject to the control of the City or any of other governmental bodies, and does not include individual units in

condominium ownership in accordance with F.S. Ch. 718, or other individual units in common-interest communities where all exterior elements and common areas are jointly owned and maintenance is the joint responsibility of a community association.

Section two. Section 8-148 of the St. Petersburg City Code is hereby deleted in its entirety, to read as follows:

~~Eighteen months after the effective date of the ordinance codified in this subdivision, City Council shall initiate a review of the impacts of this Subdivisions III. This Subdivision III shall terminate and be of no further force and effect as of the second anniversary of the effective date of the ordinance unless extended by ordinance and, if not extended shall automatically be removed from the City Code by the codifier.~~

Section three. Words that are ~~struck through~~ shall be deleted from the existing City Code and words that are underlined shall be added to the existing City Code. Provisions not specifically amended shall continue in full force and effect.

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

Section five. 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)

CITY OF ST. PETERSBURG
Memorandum

To: The Honorable Chair and Members of City Council

From: Lynn Gordon, Parks & Recreation Manager

Date: September 4, 2014

Re: Co-Sponsorship Ordinance Suspension

The Parks & Recreation Department ("the Department") is seeking approval of the attached ordinance. Based on a previous recommendation from the Co-Sponsorship Committee, City Council previously approved Ordinance 105(H) suspending Sections 21-31(f)(13) and Section 21-31(l)(1) so that the Parks & Recreation Department can resolve conflicts related to park permits and procedures for co-sponsored events.

It was anticipated that the revisions to the City Code would be completed with 180 days, however, the Department is continuing to work to fine tune and implement procedures and classifications related to co-sponsored events and other events in our City parks. Therefore, the Department is requesting that City Council approve the ordinance extending the suspension of Section 21-31(f)(13) and Section 21-31 (l)(1) for 365 days to give the Department an opportunity to resolve conflicts with the current City Code provisions and the administrative procedures for park permits and co-sponsored events.

Ordinance No. _____

AN ORDINANCE EXTENDING THE TIME FRAMES FOR SUNSETTING ESTABLISHED IN ORDINANCE 105-H WHICH SUSPENDED CITY CODE SECTIONS 21-31 (f) (13) AND 21-31 (l) (1) FOR ONE HUNDRED EIGHTY (180) DAYS TO RELIEVE A CONFLICT BETWEEN THOSE SECTIONS OF THE CITY CODE REGLATING PARK PERMITS AND CITY COUNCIL AND ADMINISTRATION PROCEDURES FOR CO-SPONSORED EVENTS, PENDING A PERMANENT RESOLUTION OF THE CONFLICT AND OTHER MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance 105-H temporarily suspended certain sections of the City Code which conflicted with the practice and procedures implemented relating to the payment of fees for cosponsored events and certain activities in City parks; and

WHEREAS, the Co-Sponsored Events Committee and the Administration are engaged in a revision of the Co-Sponsored Events procedures that will address this conflict and consolidate all of the relevant previously adopted City Council Resolutions and City Code Sections into a cohesive set of procedures, which will be presented to City Council for its consideration; and

WHEREAS, it was anticipated that this revision would be completed within 180 days, however it has taken longer than expected and the sunset provisions of Ordinance 105-G need to be extended to allow the completion of this process.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Sections 4 and 5 of Ordinance 105-G, which suspend City Code Section 21-31(f)(13) and Section 21-31(l)(1) for one hundred and eighty (180) days from the effective date of Ordinance 105-G, are hereby amended to be three hundred and sixty five (365) days from the effective date of Ordinance 105-G.

SECTION 2. Section 7 of Ordinance 105-G, which provides that Ordinance 105-G shall expire one hundred and eighty (180) days from the effective date of Ordinance 105-G, is hereby amended to be three hundred and sixty five (365) days from the effective date of Ordinance 105-G.

SECTION 3. This Ordinance shall retroactively apply to the brief period of time between the expiration of Ordinance 105-G and the day this Ordinance becomes effective.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take 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.

Approvals:

Legal: _____

ST. PETERSBURG CITY COUNCIL
Meeting of September 18, 2014

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

SUBJECT: Ordinance adopting the Pinellas County Interlocal Service Boundary Agreement that provides for voluntary annexation of property that is not contiguous to the City and is located in an enclave.

EXPLANATION:
The Pinellas County Board of County Commissioners approved the final draft of the Interlocal Service Boundary Agreement (ISBA) at their December 10, 2013 meeting. County staff has distributed the final ISBA to the nine participating municipalities.

The ISBA provides for voluntary annexation of property that is not contiguous to the City and is located in a Type A enclave. Each of the participating local governments that are signatories to the ISBA must adopt the agreement by ordinance as required by Sec 171.203(14), F.S. The ISBA establishes an effective date of November 1, 2014.

RECOMMENDATION:
Administration:
The Administration recommends APPROVAL.

Recommended City Council Action:
1) CONDUCT the first reading of the ordinance; AND
2) SET the second reading and public hearing for October 2, 2014.

ATTACHMENTS: Ordinance, Interlocal Boundary Service Agreement,
Pinellas County Letter (July 21, 2014) and Type A Enclave Map

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT REGARDING THE VOLUNTARY ANNEXATION OF NON-CONTIGUOUS PROPERTY WITHIN TYPE A ENCLAVES AS DEFINED IN SECTION 171.031(13)(a) FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 171.204, Florida Statues authorizes counties and municipalities to enter into Interlocal Service Boundary Agreements as defined in Part II, Chapter 171, Florida Statues, to permit non-contiguous, voluntary annexation of property within an enclave as defined in Section 171.031(13)(a), Florida Statutes ("Type A Enclaves"); and

WHEREAS, pursuant to Section 171.203, Florida Statutes, Pinellas County adopted an initiating resolution on December 6, 2011 as Resolution No. 11-185 inviting municipalities with Type A Enclaves to participate; and

WHEREAS, the City of St. Petersburg, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of Seminole, City of Tarpon Springs (the "Cities"), and Pinellas County ("the Parties") all contain Type A Enclaves; and

WHEREAS, the Parties seek to promote sensible boundaries that reduce the cost of local government, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the Parties have participated in negotiations and are in agreement that the Interlocal Service Boundary Agreement attached hereto shall direct the manner in which non-contiguous properties within Type A Enclaves may be annexed by the Cities.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Interlocal Service Boundary Agreement between the City of St. Petersburg, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of Seminole, City of Tarpon Springs, and Pinellas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved and adopted.

SECTION 2. The Mayor or his designee is authorized to execute the Interlocal Service Boundary Agreement on behalf of the City.

SECTION 3. The City of St. Petersburg shall in accordance with 171.203(9), Florida Statutes amend its Comprehensive Plan, Intergovernmental Coordination Element to reflect its

adoption of the Interlocal Service Boundary Agreement within six months of the signing of the agreement.

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

Approved as to form and substance:

City Attorney or designee

Planning and Economic Dev Dept

INTERLOCAL SERVICE BOUNDARY AGREEMENT

This INTERLOCAL SERVICE BOUNDARY AGREEMENT is made and entered into on this _____ day of _____, 2014, by and among the City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of St. Petersburg, City of Seminole, and City of Tarpon Springs, Florida municipalities (hereinafter individually "City" and collectively "Cities"), and Pinellas County, a political subdivision of the State of Florida (herein the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, annexation of unincorporated area by the incorporated municipalities of Pinellas County is an ongoing, significant occurrence that has important growth management and service delivery implications to the unincorporated county, the incorporated municipalities, and the citizenry; and

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act" (Act), provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county; and

WHEREAS, one of the goals of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government, avoid duplicating local services and increase political transparency and accountability; and

WHEREAS, Section 171.044(1), Florida Statutes prohibits the voluntary annexation of property that is not contiguous to a municipality and within an enclave; and

WHEREAS, given the highly urban character of Pinellas County, a more flexible process providing for municipalities to voluntarily annex non-contiguous property within an enclave is appropriate and desirable within Pinellas County; and

WHEREAS, Section 171.204, Florida Statutes authorizes the parties to enter into an Interlocal Service Boundary Agreement as defined in Part II, Chapter 171, Florida Statutes, to permit non-contiguous, voluntary annexation of property within an enclave as defined in Section 171.031(13)(a), Florida Statutes (hereinafter "Type A enclaves"); and

WHEREAS, pursuant to Section 171.203, Florida Statutes, the County, on December 6, 2011, adopted Resolution No. 11-185 and authorized transmittal to the ten municipalities that

contain Type A enclaves and to the five independent special districts that serve these enclaves; and

WHEREAS, the cities of Clearwater, Dunedin, Largo, Kenneth City, Pinellas Park, Safety Harbor, St. Petersburg, Seminole, and Tarpon Springs, the Lealman Special Fire Control District, and the Pinellas Suncoast Fire and Rescue District responded with their respective resolutions to participate in this process; and

WHEREAS, during the negotiation process to develop the Interlocal Service Boundary Agreement, the Lealman Special Fire Control District and the Pinellas Suncoast Fire and Rescue District have decided not to continue to participate in the negotiation process and be a party to the Interlocal Agreement; and

WHEREAS, pursuant to Part II, Chapter 171, Florida Statutes, the Parties hereto agree that the following terms and conditions shall direct the manner in which non-contiguous properties within Type A enclaves may be annexed by the Cities.

NOW, THEREFORE, in consideration of the covenants made by each party to the other, the County and Cities agree as follows:

SECTION 1.Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Authority. This Interlocal Service Boundary Agreement ("Agreement") is entered into pursuant to the general authority of Part II, Chapter 171, Florida Statutes.

SECTION 3. Municipal Service Area. Pursuant to Section 171.202(11)(a), Florida Statutes, the Municipal Service Area is defined in this Agreement as the areas within the geographical boundaries of Pinellas County as set forth in Section 7.52, Florida Statutes, that meet the definition of an enclave as defined in Section 171.031(13)(a), Florida Statutes, as "any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality," and as set forth in Exhibit A.

SECTION 4. Voluntary Annexation Within a Municipal Service Area. Each City shall have the authority to voluntarily annex real property within the Municipal Service Area that is not contiguous to that municipality as defined in Section 171.031(11), Florida Statutes, and is enclosed within or bounded on all sides by that municipality. Annexation is considered voluntary through the submission of a petition for annexation by the current property owner. A municipality may not execute a petition for annexation on behalf of a property owner under an existing annexation agreement in order to use the voluntary annexation provisions under this Agreement. If the current property owner withdraws a petition for annexation prior to final

action by the municipality to annex the property, voluntary annexation of that property may not proceed under this Agreement.

SECTION 5. Annexation Agreements. The subject property to be annexed shall not involve a property that is subject to an existing annexation agreement on the effective date of this Agreement without the consent of the current owner(s) of the real property, unless the current owner is a party to the existing annexation agreement and has executed a petition for voluntary annexation. Property annexed pursuant to this Agreement shall not provide the basis for annexing an adjoining property that is subject to an annexation agreement without the consent of the current owner(s) of the real property.

SECTION 6. Procedure for Voluntary Annexation Within a Municipal Service Area. The owner or owners, or his/her or their agent, of real property that meets the requirements of Section 4 above, may petition the governing body of the municipality that said property be annexed into the municipality and the municipality may annex said property. The Parties agree to comply with the prerequisites to annexation as defined in Section 171.204, Florida Statutes and in Chapter 171, Part II, as are applicable. All notice requirements applicable to voluntary annexations under Chapter 171, Florida Statutes, shall be required. Additionally, notice to the property owner by certified mail prior to each reading of the ordinance shall be required. The County and the Cities agree to negotiate in good faith separate joint planning agreements for the Municipal Service Areas in order to comply with Section 171.204(2), Florida Statutes. All agreements relating to annexation existing on the Effective Date of this Agreement, whether settlement agreements or otherwise, between any of the Parties, are not intended to and shall not be amended or superseded by this Agreement and shall remain in full force and effect.

SECTION 7. Effect of Agreement. The procedure of Sections 4, 5, and 6 shall affect only the voluntary annexation of real property located within the Municipal Service Area as established by this Agreement. The procedures provided in Chapter 171, Part I, Florida Statutes governing annexation shall remain in full force and effect, except as modified in this Agreement.

SECTION 8. Term. The term of this Agreement shall be twenty (20) years. The renegotiation of this Agreement, if desired, must begin at least eighteen (18) months before its termination date.

SECTION 9. Periodic Review. The Parties agree to perform a periodic review of the Agreement at the conclusion on the 6th, 12th, and 18th years of the Agreement. The Cities agree to submit to the County the parcel number, date of annexation, size, the County Taxable Value as determined by the Pinellas County Property Appraiser and future land use map designation of each parcel that has been annexed in the prior six year period pursuant to the authority granted in

this Agreement, as well as any issues pertaining to the implementation of the Agreement. The County agrees to collate this information into a summary report.

SECTION 10. Notice. Notice by any of the Parties to the other Parties pursuant to this Agreement shall be given in writing and hand-delivered or mailed via certified mail, return receipt requested as follows:

If to the County:	County Administrator 315 Court Street Clearwater, Florida 33761
If to the City of Dunedin:	City Manager 542 Main Street Dunedin, FL 34698
If to the City of Largo:	City Manager P.O. Box 296 Largo, FL 33779-0296
If to the City of Safety Harbor:	City Manager 750 Main Street Safety Harbor, FL 34695
If to the City of Clearwater:	City Manager P.O. Box 4748 Clearwater, FL 33758-4748
If to the City of St. Petersburg:	City Administrator 175 Fifth Street N P.O. Box 2842 St. Petersburg, FL 33731
If to the City of Pinellas Park:	City Manager 5141 78th Avenue Pinellas Park, FL 33781

If to the City of Seminole: City Manager
9199 113th Street N.
Seminole, FL 33772

If to the City of Tarpon Springs: City Manager
324 E. Pine Street
Tarpon Springs, FL 34689

If to the Town of Kenneth City: Town Manager
6000 54th Avenue N.
Kenneth City, FL 33709

SECTION 11. Construction. This Agreement shall be construed as an expression of inter-agency cooperation enabling the parties to conduct annexations within the Municipal Service Area established herein in a more efficient manner. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 12. Filing; Effective Date. This Agreement shall take effect on November 1, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners

By:_____
Chair

Approved as to Form:

County Attorney

ATTEST:
KEN BURKE, CLERK

_____
Deputy Clerk

CITY OF LARGO
a municipal corporation

By:_____
Norton Craig, City Manager

REVIEWED AND APPROVED:

_____
Alan S. Zimmet, City Attorney

ATTEST:

_____
Diane Bruner, City Clerk

CITY OF DUNEDIN
a municipal corporation

By:_____
Rob DiSpirito, City Manager

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

ATTEST:

_____
Denise Schlegel, City Clerk

CITY OF CLEARWATER
a municipal corporation

By:_____
William B. Horne, II, City Manager

APPROVED AS TO FORM:

_____
Pamela K. Akin, City Attorney

ATTEST:

_____
Rosemarie Call, City Clerk

CITY OF PINELLAS PARK
a municipal corporation

By:_____
Douglas Lewis, City Manager

APPROVED AS TO FORM:

_____
James W. Denhardt, City Attorney

ATTEST:

_____
Diane Corna, City Clerk

CITY OF SAFETY HARBOR
a municipal corporation

By:_____
Matt Spoor, City Manager

APPROVED AS TO FORM:

_____
Alan S. Zimmet, City Attorney

ATTEST:

_____
Karen Sammons, City Clerk

CITY OF ST. PETERSBURG
a municipal corporation

By: _____

Gary Cornwell, City Administrator

APPROVED AS TO FORM:

_____
Heather Judd, City Attorney

ATTEST:

_____
Chan Srinivasa, City Clerk

TOWN OF KENNETH CITY
a municipal corporation

By: _____

Matthew Campbell, Town Manager

APPROVED AS TO FORM:

_____
John Elias, Town Attorney

ATTEST:

_____
Susan Scrogham, Town Clerk

CITY OF TARPON SPRINGS
a municipal corporation

By:_____
Mark LeCouris, City Manager

APPROVED AS TO FORM:

_____
Jay Daigneault, City Attorney

ATTEST:

_____
Irene Jacobs, City Clerk

CITY OF SEMINOLE
a municipal corporation

By:_____
Frank Edmunds, City Manager

APPROVED AS TO FORM:

_____
John Elias, City Attorney

ATTEST:

_____
Rose Benoit, City Clerk

BOARD OF COUNTY COMMISSIONERS
Charlie Justice
Susan Latvala
Janet C. Long
John Morroni
Norm Roche
Karen Williams Seel
Kenneth T. Welch

Pinellas County
PLANNING AND DEVELOPMENT SERVICES

July 21, 2014

Honorable Rick Kriseman, Mayor
City Of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Dear Mayor Kriseman:

In December 2011, the Board of County Commissioners initiated a process for negotiating an Interlocal Service Boundary Agreement (ISBA) to allow non-contiguous voluntary annexation within unincorporated enclaves that are enclosed on all sides by a single municipality, referred to as Type A enclaves. The Board of County Commissioners on December 10, 2013 approved the final draft of the ISBA that County staff and staff from each of the nine participating municipalities have developed and found acceptable. At the December 10th meeting, however, some of the Board members were concerned that both of the Fire Districts that had initially agreed to participate in negotiating development of the ISBA had decided to discontinue participation in the negotiations. In response to these concerns, County staff contacted both Pinellas Suncoast Fire and Rescue and the Lealman Special Fire Control District to update them on the ISBA process and confirm whether it was still their intent not to be a signatory to the ISBA. As of June 2nd, we had received notification from both of the Fire Districts that they had reconfirmed their prior positions not to participate as signatories to the ISBA.

County staff is now ready to distribute the final ISBA as approved by the Board of County Commissioners last December (without the Fire Districts as signatories) to the nine participating municipalities so that their governing bodies can adopt the final Agreement. The final ISBA is attached, and is also being distributed to your staff by email so you will have an electronic copy. The Agreement includes an updated map dated April 2014 showing the most current municipal boundaries and the location of Type A enclaves throughout Pinellas County as of April. The prior map that had been attached to earlier drafts of the Agreement was prepared in November 2011 and it was felt that a more current map should be attached to the final Agreement.

PLEASE ADDRESS REPLY TO:
310 Court Street
Clearwater, Florida 33756
Phone: (727) 464-8200
Fax: (727) 464-8201
Website: www.pinellascounty.org

The final Agreement is now being distributed to each of the participating municipalities so that you can take it to your elected officials for approval and adoption. Each of the participating local governments that are signatories to the ISBA must adopt the Agreement by ordinance as required by Sec. 171.203(14), F.S. The ISBA establishes an effective date of November 1, 2014.

Please contact either myself at 464-8200 or David Sadowsky of the County Attorney's Office at 464-3354 if you have any questions.

Sincerely,

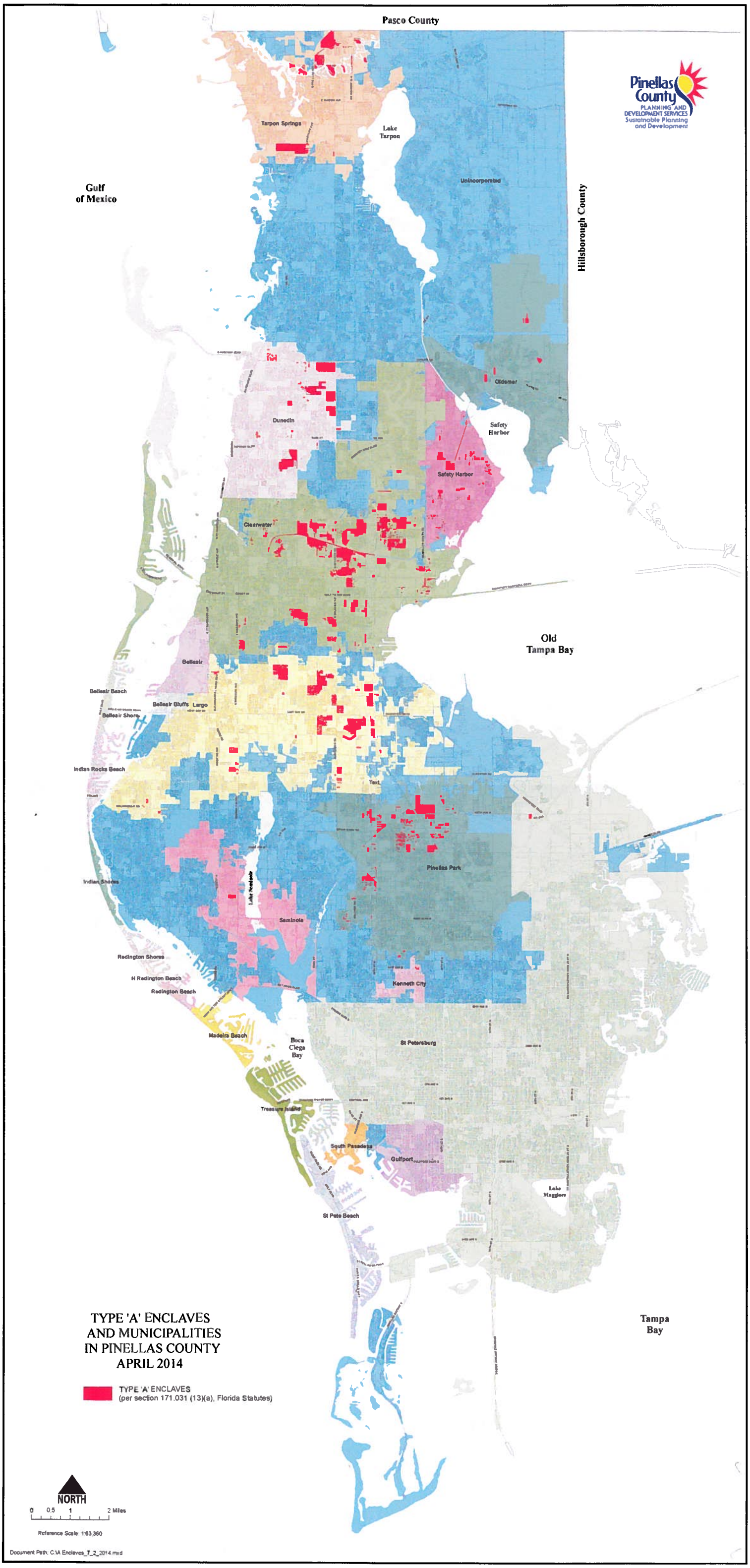
Gordon Beardslee

Gordon Beardslee,

Planning Division Director

Attachment: Final Interlocal Service Boundary Agreement with Enclave Map

cc. David Sadowsky, Senior Assistant County Attorney (without attachment)
Jacob Stowers, Interim Executive Director of Planning and Development Services (without attachment)
David Goodwin, City of St. Petersburg Director of Planning and Economic Development


Pasco County
Pinellas County
PLANNING AND DEVELOPMENT SERVICES
Sustainable Planning and Development
Gulf of Mexico
Hillsborough County
Tarpon Springs
Lake Tarpon
Unincorporated
Oldsmar
Safety Harbor
Dunedin
Clearwater
Old Tampa Bay
Belleair
Belleair Beach
Belleair Bluffs
Largo
Belleair Shore
Indian Rocks Beach
Indian Shores
Lake Seminole
Seminole
Pinellas Park
Redington Shores
N Redington Beach
Redington Beach
Kenneth City
Madeira Beach
Boca Ciega Bay
St Petersburg
Treasure Island
South Pasadena
Gulfport
Lake Maggiore
St Pete Beach
Tampa Bay
TYPE 'A' ENCLAVES
AND MUNICIPALITIES
IN PINELLAS COUNTY
APRIL 2014
TYPE 'A' ENCLAVES
(per section 171.031 (13)(a), Florida Statutes)
NORTH
0 0.5 1 2 Miles
Reference Scale: 1:63,360
Document Path: C:\A Enclaves_7_2_2014.mxd

CITY COUNCIL AGENDA
Report Item

TO:	Mayor and Members of City Council
DATE:	September 2, 2014
COUNCIL DATE:	September 18, 2014
RE:	FDOT Presentation of upcoming transportation projects in the Gateway area

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ACTION DESIRED:

Ms. Eyra Cash, FDOT Project Manager, will be giving a presentation on the GATEWAY EXPRESS projects.

Over the next few years, several large scale transportation improvement projects are to begin construction in what is known as the Gateway Area of Pinellas County. These projects are designed to increase roadway capacity and lessen the current levels of congestion, which will have a positive impact on this area's economic development.

James Kennedy

St. Petersburg City Council
Meeting of September 18, 2014

Report Item

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

Subject: Partial termination of the agreement for management and operation of Al Lang Stadium and Walter Fuller Complex with St. Petersburg Baseball Commission, Inc.; approving a new management agreement for Al Lang Stadium with Big 3 Entertainment, LLC; and approving a restated and amended management agreement for the Walter Fuller Baseball Complex with St. Petersburg Baseball Commission, Inc.

BACKGROUND: As City Council is aware, there have been on-going disputes between Citrus Sports Group, LLC. (CSG) and the St. Petersburg Sports Commission, Inc. (SPBC) over the management of Al Lang Stadium. These disputes resulted in a lawsuit being initiated by CSG against SPBC. As part of the litigation process, both parties entered into mediation in an attempt to resolve the issues. This effort has led to a confidential settlement agreement. Both CSG and the SPBC approached the City to seek our assistance in the timely resolution of the dispute. Towards that end, SPBC has requested that their current management responsibilities for Al Lang Stadium be terminated and that they be allowed to enter into a new management agreement for the Walter Fuller Baseball Complex. CSG has requested that they, as the primary tenant at Al Lang Stadium, be allowed to enter into a management agreement for that facility.

St. Petersburg Baseball Commission

On February 12, 2009, the City issued a Request for Proposals for the management and operation of Al Lang Stadium and the Walter Fuller Baseball Complex. St. Petersburg Baseball Commission, Inc., a non-profit entity, was selected as the best Offeror, and the City and SPBC entered into an agreement on January 26, 2010 for the management and operation of Al Lang and the Walter Fuller Complex ("Agreement"). A First Amendment to the Agreement was executed on November 21, 2011 extending the Al Lang Term to September 30, 2016 and the Walter Fuller Term to September 30, 2014. On June 5, 2014 City Council approved extending the Walter Fuller Term till July 31, 2015.

SPBC is now requesting to terminate their management and operation of Al Lang Stadium effective September 22, 2014. Additionally, they are requesting that the City allow them to continue to manage and operate the Walter Fuller Baseball Complex for a new three (3) year Term beginning October 1, 2014 and ending on September 30, 2017. Citrus Sports Group has informed the City that they are no longer interested in proposing for the management of the Walter Fuller Complex and no other parties have expressed interest. City Administration has reviewed SPBC's request and concurs with the extension of the Walter Fuller Term subject to the following key business points:

Permitted Uses. The Facility shall be occupied, maintained, and used by Contractor for the purposes of baseball and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy. Except for the permitted uses set forth herein, Contractor shall receive prior written approval from the City for all other uses of the Facility.

Signage. All signage (exterior and interior) to the Facility must be approved by the City and comply will all applicable Laws. The City shall have the right to place signage on one half of the outfield wall sign areas at the Facility. Allocation of outfield wall signage locations at the Facility shall be mutually agreed to by Contractor and City. The City shall have the right to retain all revenue related to the placement of signage on the City's half of the outfield signage locations at the Facility. The City shall control the signage and related revenue from any scoreboard at the Facility. The City shall have the right to display temporary interior and exterior signage at the Facility to support City and community events

Naming Rights. City shall have the right, at its expense, to rename or sell the name of the Facility and retain all revenue related thereto.

City's Operating Costs and Capital Repairs Responsibilities. City shall reimburse Contractor $100,000 per Fiscal Year for operating costs incurred at the Facility as consideration for the City's use of the Facility as described below. The City agrees to fund up to one hundred thousand dollars ($100,000) for Capital Repairs at the Facility per Fiscal Year, commencing with Fiscal Year 2015.

Taxes. Contractor shall pay all taxes associated with the use and operation of the Facility including but not limited to ad valorem taxes.

City's Use of the Facility. The City may reserve for its own use, or use by others, up to four (4) dates at the Walter Fuller Complex each Fiscal Year for events and activities to be sponsored by the City. In addition to using the Facility on City Use Dates, the City shall be entitled to use the Facility for City Events of Precedent up to ten (10) dates from March 1 through March 17, and up to ten (10) dates from September 1 to November 30 each Fiscal Year on dates established by the City. City Events of Precedent are: (i) International Baseball Tournaments/Leagues, games and practices; (ii) World Baseball Classic (WBC) events, including exhibition games and practices; and (iii) WBC training at Walter Fuller Complex.

Citrus Sports Group/Big 3 Entertainment

As the primary tenant of Al Lang Stadium, the Rowdies (a professional NASL soccer program) desire to directly manage the Stadium to ensure the facility is operated in a manner consistent with their business philosophy. They are requesting the City to enter into a new management and operation agreement for Al Lang Stadium with Big 3 Entertainment, LLC – the current managers of the City's Mahaffey Theater. City Administration is in concurrence with this request subject to the following key business points:

Contractor Duties. Contractor shall be responsible for all operational costs including but not limited to utilities, phone and data services, grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling system maintenance and repairs. Contractor shall also be responsible for all capital repair and maintenance costs of the Facility.

Term. The term of the Agreement shall commence on September 22, 2014, and terminate on November 30, 2018.

Permitted Uses. The Facility shall be occupied, maintained, and used by Contractor for the purposes of soccer and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires/referees, coaches, players and agronomy. The Facility may also be used for other events that will not materially damage the playing field surfaces including but not be limited to concerts, festivals and graduations, provided, however that the Contractor must receive written approval from the City to book and/or hold a concert or any other event at the Facility with amplified music. Except for the permitted uses set forth herein, Contractor shall receive prior written approval from the City for all other uses of the Facility.

A minimum of 10 non-soccer related public events will be held at Al Lang Stadium each Fiscal Year during the Term (e.g. concerts, lacrosse, rugby, etc).

Condition of Facility. Contractor has inspected the Facility and accepts the condition of the Facility in an "as is" condition.

Signage. All signage (exterior and interior) to the Facility must be approved by the City and comply will all applicable Laws. The City shall have the right to place signage on one half of the outfield wall sign areas at the Facility. The City shall control and retain any revenue generated from all exterior signage at Al Lang, including the exterior marquee sign. The City shall control the signage and related revenue from the Al Lang scoreboard until the scoreboard is replaced by Big 3, then all revenue and control of the scoreboard shall flow to Big 3; except that the City shall have the rights to free placement of ads and/or sponsor information as will be mutually agreed upon between the City and Big 3.

Naming Rights. City shall have the right, at its expense, to rename or sell the name of the Facility. Any net naming rights proceeds less selling expenses and/or commissions up to one hundred thousand dollars ($100,000) per Fiscal Year shall be shared as follows: eighty percent (80%) to City and twenty percent (20%) to the Contractor.

Grand Prix Race Agreement and Saturday Morning Market. The Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg. The Agreement is subject to current and future agreements with third parties for the conduct of a Saturday Morning Market in the parking areas of Al Lang Stadium

Parking. The City reserves the right to manage and operate any and all parking at the Al Lang parking lot during the Al Lang Term. The City will retain all gross sales and profits from parking operations except for Al Lang Event parking occurring after 6 p.m. on weekdays and all day on weekends and holidays. For purposes of this paragraph, an Al Lang Event is defined as a public event occurring within the field area of Al Lang Stadium. Within 45 days of each month end, the City will remit to Contractor the net profit, if any, from Al Lang Event parking. Net profit shall be gross sales less any direct parking expenses. Should there be a net loss from the Al Lang Event parking in any given month, the City shall invoice Contractor for this amount. Contractor shall remit to City the amount of the net loss within 30 days of the invoice date.

Capital Repairs Responsibilities. The Contractor agrees to fund and perform a minimum of $1,500,000 of Capital Repairs and Improvements to the Facility during the first 2 years of the Term.

City's Use of the Facility. The City may reserve for its own use up to four (4) dates rent free at Al Lang each Fiscal Year for events and activities to be sponsored by the City ("City Use Dates"), not including the Grand Prix Race Event.

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell a City-owned property located at 1835 - 13th Avenue South, St. Petersburg, to a City employee 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 for the sum of $90,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: NSP Parcel 32, 1835 - 13th Avenue South, St. Petersburg ("Property"), was purchased under the U.S. Department of Housing and Urban Development's ("HUD") Neighborhood Stabilization Program ("NSP") authorized under Title III of the Housing and Economic Recovery Act of 2008 ("HERA"). The Property was purchased for $19,800, reconstructed for $146,940 and became part of the City's Affordable Housing Program. The Property will be sold in accordance with Section 2301(d)(2) of HERA which directs that if an abandoned or foreclosed-upon home or residential property is purchased, reconstructed, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the cost to acquire and reconstruct or rehabilitate such home or property up to a decent, safe, and habitable condition. The Property was appraised on July 22, 2014 (attached) by Scott Seaman, State Certified Residential Appraiser, who indicated the market value to be $90,000 ("Contract Price"). The buyer, Tison L. Stone, a City of St. Petersburg ("City") employee, has agreed to pay the Contract Price that is less than the cost to acquire and reconstruct the Property, which is in accordance with the NSP guidelines.

Under City Council Resolution No. 2010-243, the sale of the Property was authorized in accordance with the requirements of HUD, and Section 2301(d)(2) of HERA. Accordingly, no further authorization by City Council would normally be required for this sale. However, in the spirit of full disclosure because the buyer is a City employee, this sale is being brought forward for City Council approval. The City employee meets all the requirements necessary to purchase a property under the NSP and does not work in a department that is involved with any approval related to the transaction or qualifying for the purchase.

The Property is improved with a single-family dwelling, which the buyer intends to use as his residence. The Property is legally described as follows:

Address:	1835 - 13th Avenue South, St. Petersburg 33712
Tax ID:	25-31-16-28944-000-0040
Legal:	Lot 4, NELLIE M. DAVIS FORREST HILL SUBDIVISION, according to the plat thereof recorded at Plat Book 3, Page 35, in the Public Records of Pinellas County, Florida

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell a City-owned property located at 1835 - 13th Avenue South, St. Petersburg, to a City employee 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 for the sum of $90,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Appraisal and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____
(As to consistency w/attached legal documents)
Legal: 00202368.doc

APPRAISAL OF REAL PROPERTY

LOCATED AT:
1835 13TH AVENUE S.
ST. PETERSBURG, FL 33712

FOR:
CITY OF ST. PETERSBURG
P.O. BOX 2842
ST. PETERSBURG, FL 33731
ATTN: MR. MIKE PSARAKIS

AS OF:
7-22-14

BY:
SCOTT W. SEAMAN, SRA
STATE -CERTIFIED GENERAL
REAL ESTATE APPRAISER RZ 1758
LICENSED REAL ESTATE BROKER

Form GA2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

File # 14314

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 1835 13TH AVENUE S. City ST. PETERSBURG State FL Zip Code 33712
Borrower N/A Owner of Public Record CITY OF ST. PETERSBURG County PINELLAS
Legal Description FORREST HILL NELLIE M. DAVIS LOT 4, PB 3, PG 35
Assessor's Parcel # 25-31-16-28944-000-0040 Tax Year 2013 R.E. Taxes $ -0-
Neighborhood Name N/A Map Reference 25-31-16 Census Tract 287.00
Occupant Owner Tenant [X] Vacant Special Assessments $ N/A PUD HOA $ N/A per year per month
Property Rights Appraised [X] Fee Simple Leasehold Other (describe)
Assignment Type Purchase Transaction Refinance Transaction [X] Other (describe) ASSET VALUATION
Lender/Client CITY OF ST. PETERSBURG Address 1-4TH STREET N., ST. PETERSBURG, FL 33701
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS, THE SUBJECT IS NOT LISTED FOR SALE.

CONTRACT

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A

Contract Price $ Date of Contract Is the property seller the owner of public record? [X] Yes No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes [X] No
If Yes, report the total dollar amount and describe the items to be paid. NONE

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	Urban	[X] Suburban	Rural	Property Values	Increasing	[X] Stable	Declining	PRICE		AGE	One-Unit	100 %
Built-Up	[X] Over 75%	25-75%	Under 25%	Demand/Supply	Shortage	[X] In Balance	Over Supply	$ (000)		(yrs)	2-4 Unit	%
Growth	Rapid	[X] Stable	Slow	Marketing Time	Under 3 mths	[X] 3-6 mths	Over 6 mths	250	Low	NEW	Multi-Family	%
								1MIL+	High	60	Commercial	%
								500	Pred.	35	Other	%

Neighborhood Boundaries 15TH AVENUE S. TO THE NORTH, 34TH STREET S. TO THE WEST, 4TH STREET S. TO THE EAST AND 18TH AVENUE S. TO THE SOUTH.

Neighborhood Description THE SUBJECT IS LOCATED ON THE NORTH SIDE OF 13TH AVENUE S. APPROX. 1/10 MILE WEST OF 16TH STREET S. IN THE CITY OF ST. PETE., FLORIDA. THIS IS AN AREA OF HOMES IN THE LOWER TO MODERATE VALUE RANGE. MAINTENANCE IN THE AREA APPEARS TO BE AVERAGE AND ALL SUPPORTING FACILITIES ARE WITHIN A 2 MILE RADIUS.

Market Conditions (including support for the above conclusions) CONDITIONS WITHIN THE AREA APPEAR STABLE AT THE CURRENT TIME. TYPICAL MARKETING TIME FRAMES RANGE FROM THREE TO SIX MONTHS FOR PROPERLY PRICED HOMES. FINANCING NOTED WAS CONVENTIONAL AND SOME CASH TRANSACTIONS.

SITE

Dimensions 50 X 136 Area 6,800 Sq.Ft. Shape RECTANGULAR View RES.
Specific Zoning Classification NT-1/LAND USE/PR-R Zoning Description RESIDENTIAL
Zoning Compliance [X] Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	[X]		Water	[X]		Street ASPHALT	[X]	
Gas		[X] PRIVATE	Sanitary Sewer	[X]		Alley YES		[X]

FEMA Special Flood Hazard Area Yes [X] No FEMA Flood Zone X FEMA Map # 12103C0218G FEMA Map Date 9/3/03
Are the utilities and off-site improvements typical for the market area? [X] Yes No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes [X] No If Yes, describe
NO ADVERSE ITEMS WERE NOTED. OVERALL SIZE, UTILITY AND ACCESS ARE AVERAGE FOR THE AREA.

IMPROVEMENTS

General Description			Foundation		Exterior Description	materials/condition	Interior	materials/condition
Units [X] One	One with Accessory Unit		[X] Concrete Slab	Crawl Space	Foundation Walls	SLAB	Floors	CPT/TILE/NEW
# of Stories	1		Full Basement	Partial Basement	Exterior Walls	FRAME/SIDING	Walls	D-WALL/NEW
Type [X] Det.	Att.	S-Det./End Unit	Basement Area	sq.ft.	Roof Surface	SHING/NEW	Trim/Finish	WOOD/NEW
[X] Existing	Proposed	Under Const.	Basement Finish	%	Gutters & Downspouts	N/A	Bath Floor	TILE/NEW
Design (Style)	RANCH/AVG		Outside Entry/Exit	Sump Pump	Window Type	S/H-ALUM	Bath Wainscot	TILE/NEW
Year Built	2014		Evidence of	Infestation N/NOTED	Storm Sash/Insulated	UNKNOWN	Car Storage	[X] None
Effective Age (Yrs)	NEW		Dampness	Settlement	Screens	SCREENS	Driveway	# of Cars
Attic	None		Heating [X] FWA	HWBB Radiant	Amenities	Woodstove(s) #	Driveway Surface	N/A
[X] Drop Stair	Stairs		Other	Fuel ELEC	Fireplace(s) #	Fence	Garage	# of Cars
Floor	Scuttle		Cooling [X] Central Air Conditioning		Patio/Deck	[X] Porch ENTRY	Carport	# of Cars
Finished	Heated		Individual	Other	Pool	Other	Att.	Det. Built-in

Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher Disposal Microwave Washer/Dryer Other (describe)
Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,521 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). ENTRY PORCH, INSIDE LAUNDRY ROOM.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE IMPROVEMENTS ARE IN OVERALL NEW CONDITION WITH AN ESTIMATED ECONOMIC LIFE OF 55 YEARS. NO EXTERNAL OR FUNCTIONAL ITEMS WERE NOTED.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes No If No, describe

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Uniform Residential Appraisal Report

File # 14314

There are N/A comparable properties currently offered for sale in the subject neighborhood ranging in price from $ N/A to $ N/A

There are N/A comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ N/A to $ N/A

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	1835 13TH AVENUE S. ST. PETERSBURG, FL. 33712	3901 12TH AVENUE S. ST. PETERSBURG, FL.		4107 12TH AVENUE S. ST. PETERSBURG, FL.		1015 40TH STREET S. ST. PETERSBURG, FL.	
Proximity to Subject		22 BLOCKS SW		24 BLOCKS SW		23 BLOCKS SW	
Sale Price	$		$ 86,000		$ 82,000		$ 82,000
Sale Price/Gross Liv. Area	$ sq.ft	$ 66.26 sq.ft.		$ 59.94 sq.ft.		$ 62.69 sq.ft.	
Data Source(s)		MLS# U7606337		MLS# U7497028		MLS# U7606347	
Verification Source(s)							
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		FHA		VA		FHA	
Date of Sale/Time		5-14		7-13		2-14	
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Leasehold/Fee Simple	Fee Simple	FEE		FEE		FEE	
Site	6,800 Sq.Ft.	5,227 SF		6,534 SF		7,405 SF	
View	RES	SIMILAR		SIMILAR		SIMILAR	
Design (Style)	RANCH/AVG	RANCH/AVG		RANCH/AVG		RANCH/AVG	
Quality of Construction	FRAME/AVG	CB/AVG		FRAME/AVG		CB/AVG	
Actual Age	NEW	1A/1E		4A/4E	+2,000	1A/1E	+500
Condition	NEW	NEW		NEW		NEW	
Above Grade Room Count (Total / Bdrms. / Baths)	6 / 3 / 2	N/A / 4 / 2		N/A / 3 / 2		N/A / 3 / 2	
Gross Living Area	1,521 sq.ft.	1,298 sq.ft.	+6,700	1,368 sq.ft.	+4,600	1,308 sq.ft.	+6,400
Basement & Finished		NONE		NONE		NONE	
Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	CENTRAL	CENTRAL		CENTRAL		CENTRAL	
Energy Efficient Items	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Garage/Carport	NONE	NONE		NONE		NONE	
Porch/Patio/Deck	ENTRY PORCH	SIMILAR		SIMILAR		SIMILAR	
DOM	N/A	74		884		18	
Net Adjustment (Total)		X + -	$ 6,700	X + -	$ 6,600	X + -	$ 6,900
Adjusted Sale Price of Comparables		Net Adj. 7.8 % Gross Adj. 7.8 %	$ 92,700	Net Adj. 8.0 % Gross Adj. 8.0 %	$ 88,600	Net Adj. 8.4 % Gross Adj. 8.4 %	$ 88,900

I X did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research X did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) MLS/PUBLIC RECORDS NONE IN 3 YEARS

My research did X did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) PUBLIC RECORDS, MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	NONE IN 3 YEARS	NONE IN 3 YEARS	NONE IN 3 YEARS	NONE IN 3 YEARS
Price of Prior Sale/Transfer				
Data Source(s)	MLS/PUB REC	MLS/PUB REC	MLS/PUB REC	MLS/PUB REC
Effective Date of Data Source(s)	7-14	7-14	7-14	7-14

Analysis of prior sale or transfer history of the subject property and comparable sales N/A

Summary of Sales Comparison Approach ADJUSTMENTS WERE REQUIRED FOR AGE AND SIZE. EQUAL WEIGHT HAS BEEN PLACED ON ALL THREE ADJUSTED SALES.

Indicated Value by Sales Comparison Approach $ 90,000

Indicated Value by: Sales Comparison Approach $ 90,000 **Cost Approach (if developed) $** 94,197 **Income Approach (if developed) $**

ALL THE WEIGHT HAS BEEN PLACED ON THE SALES COMPARISON APPROACH WHICH TENDS TO MEASURE BUYER AND SELLER REACTIONS IN THE MARKETPLACE. THE COST APPROACH WAS NOT UTILIZED DUE TO THE AGE. THE INCOME APPROACH IS NOT APPLICABLE DUE TO TYPICAL OWNER OCCUPANCY.

This appraisal is made X "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 90,000 **, as of** 7-22-14 **, which is the date of inspection and the effective date of this appraisal.**

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Uniform Residential Appraisal Report

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ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE COST APPROACH WAS UTILIZED USING LOCAL CONTRACTOR DATA. LAND VALUE WAS EXTRACTED FROM THE MARKET.

ESTIMATED REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE			=$	2,500
Source of cost data	DWELLING	1,521 Sq.Ft. @ $	57.00	=$	86,697
Quality rating from cost service Effective date of cost data		Sq.Ft. @ $		=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	APPL//ENTRY PORCH			=$	2,500
	Garage/Carport	Sq.Ft. @ $		=$	
	Total Estimate of Cost-New			=$	89,197
	Less Physical	Functional	External		
	Depreciation			=$(	)
	Depreciated Cost of Improvements			=$	89,197
	"As-is" Value of Site Improvements			=$	2,500
Estimated Remaining Economic Life (HUD and VA only) 55 Years	INDICATED VALUE BY COST APPROACH			=$	94,197

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ N/A X Gross Rent Multiplier N/A = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units N/A Total number of units sold

Total number of units rented Total number of units for sale N/A Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities. N/A

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Uniform Residential Appraisal Report

File # 14314

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Uniform Residential Appraisal Report

File # 14314

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature
Name SCOTT W SEAMAN, SRA
Company Name McCORMICK BRAUN & SEAMAN
Company Address

Telephone Number 727-821-6601 EXT. 125
Email Address MBSAPPRAISAL@MINDSPRING.COM
Date of Signature and Report 7-25-14
Effective Date of Appraisal 7-22-14
State Certification # ST. CERT. GEN REA RZ 1758
or State License #
or Other (describe) State #
State FL.
Expiration Date of Certification or License 11/14

ADDRESS OF PROPERTY APPRAISED
1835 13TH AVENUE S.
ST. PETERSBURG FL. 33712
APPRAISED VALUE OF SUBJECT PROPERTY $ 90 000

LENDER/CLIENT
Name
Company Name CITY OF ST. PETERSBURG
Company Address 1-4TH STREET N ST. PETERSBURG, FL 33701
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

Did not inspect subject property
Did inspect exterior of subject property from street
Date of Inspection
Did inspect interior and exterior of subject property
Date of Inspection

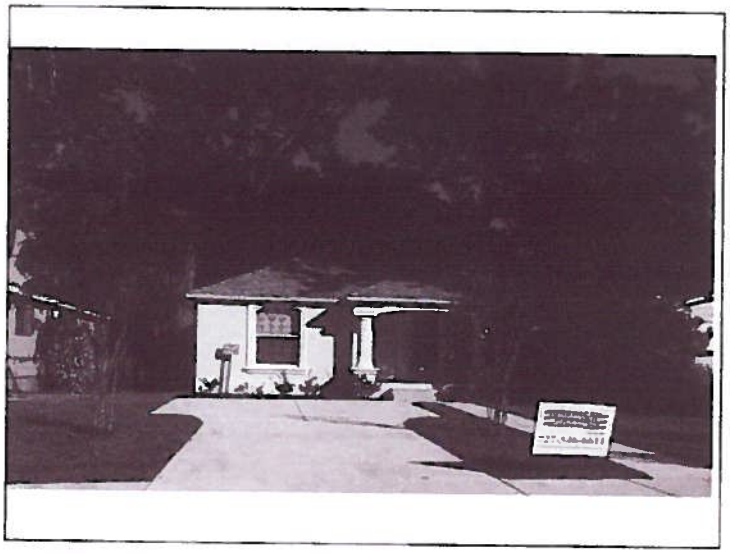
COMPARABLE SALES

Did not inspect exterior of comparable sales from street
Did inspect exterior of comparable sales from street
Date of Inspection

Form 1004 — "WinTOTAL" appraisal software by a la mode, inc — 1-800-ALAMODE

Comparable Photo Page

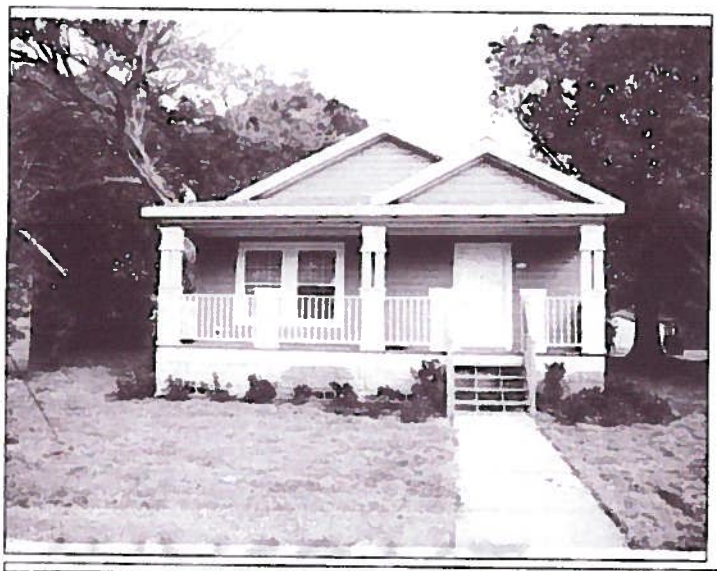
Borrower/Client	N/A				
Property Address	1835 13TH AVENUE S				
City	ST. PETERSBURG	County	PINELLAS	State FL	Zip Code 33712
Lender	N/A				



Comparable 1

3901 12TH AVENUE S.

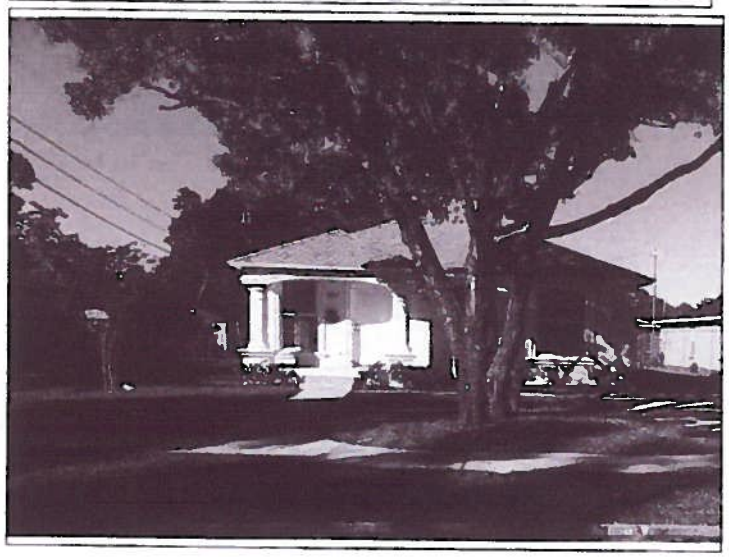
Prox. to Subject	22 BLOCKS SW
Sale Price	86,000
Gross Living Area	1,298
Total Rooms	N/A
Total Bedrooms	4
Total Bathrooms	2
Location	AVERAGE
View	SIMILAR
Site	5,227 SF
Quality	CB/AVG
Age	1A/1E



Comparable 2

4107 12TH AVENUE S

Prox. to Subject	24 BLOCKS SW
Sale Price	82,000
Gross Living Area	1,368
Total Rooms	N/A
Total Bedrooms	3
Total Bathrooms	2
Location	AVERAGE
View	SIMILAR
Site	6,534 SF
Quality	FRAME/AVG
Age	4A/4E



Comparable 3

1015 40TH STREET S.

Prox. to Subject	23 BLOCKS SW
Sale Price	82,000
Gross Living Area	1,308
Total Rooms	N/A
Total Bedrooms	3
Total Bathrooms	2
Location	AVERAGE
View	SIMILAR
Site	7,405 SF
Quality	CB/AVG
Age	1A/1E

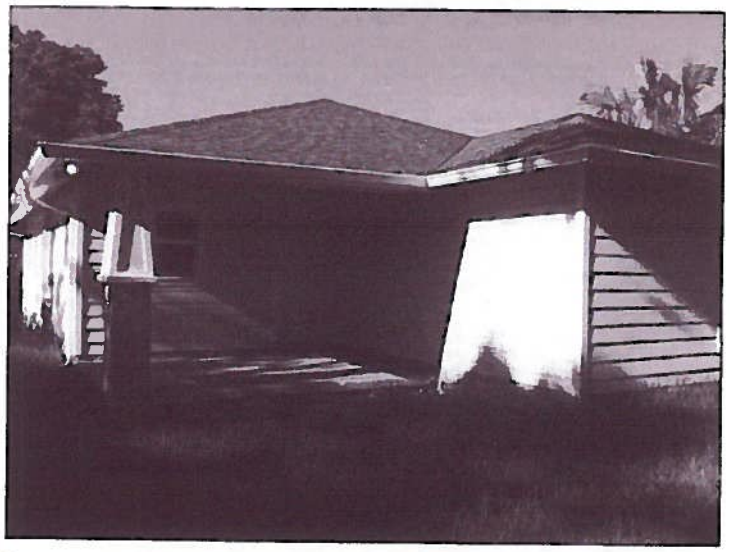
Subject Photo Page

Borrower/Client	N/A						
Property Address	1835 13TH AVENUE S.						
City	ST. PETERSBURG	County	PINELLAS	State	FL.	Zip Code	33712
Lender	N/A						

Subject Front

1835 13TH AVENUE S.

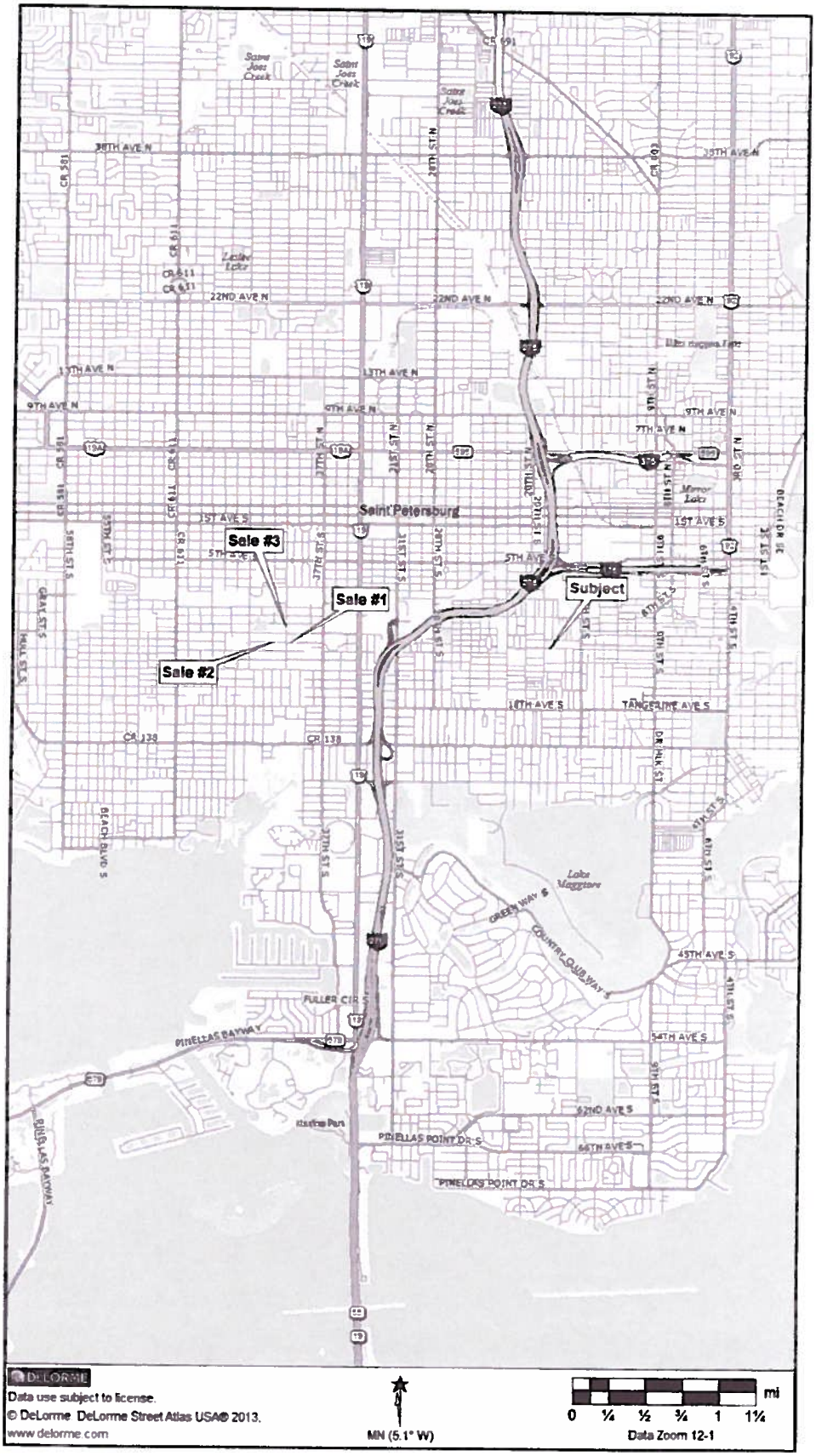
1,521
5
3
2
AVERAGE
RES.
6,800 Sq. Ft.
FRAME/AVG
NEW



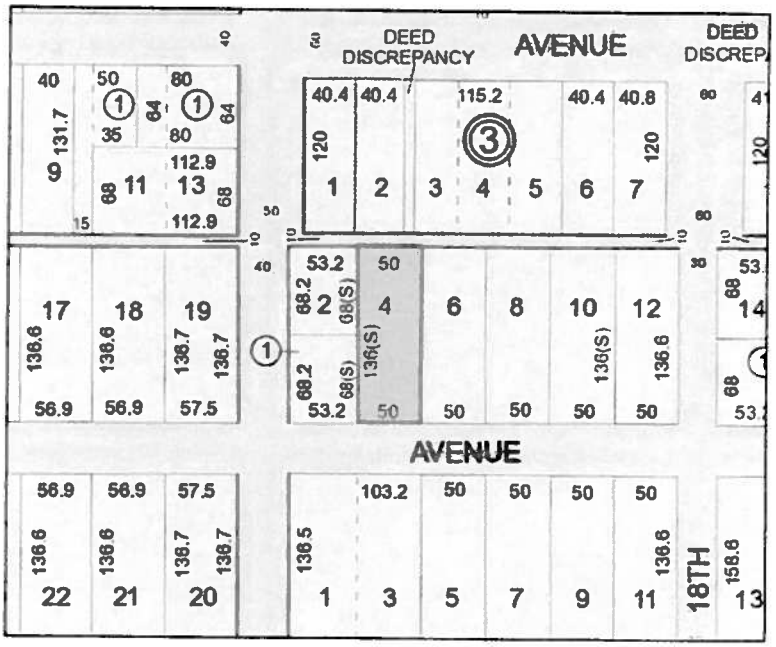
Subject Rear

Subject Street

SUBJECT/SALES COMPARABLES MAP



SUBJECT PLAT MAP

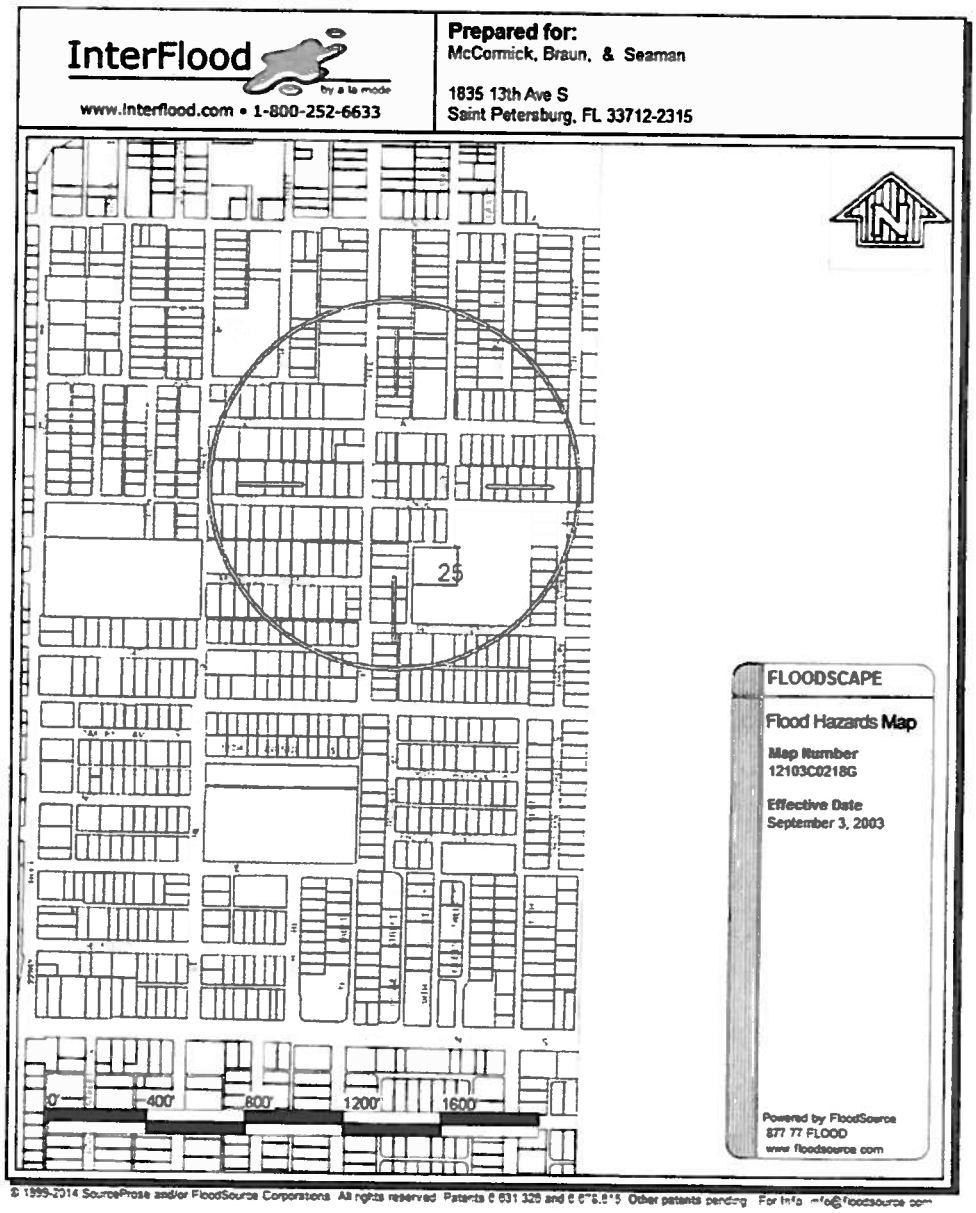


Parcel ID: 25-31-16-28944-000-0040

1835 13th Avenue S

St. Petersburg, Florida 33712

SUBJECT FLOOD MAP



© 1999-2014 SourceProse and/or FloodSource Corporations All rights reserved Patents 6 631 326 and 6 6"6,6"5 Other patents pending For Info info@floodsource.com

CERTIFICATION

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

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

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

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

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

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

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

* We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

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

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

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

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

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

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

Date: 7/26/14

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

EXHIBIT "A"

APPRAISER QUALIFICATIONS

APPRAISER QUALIFICATIONS

SCOTT W. SEAMAN

EDUCATION:

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

APPRAISAL COURSES:

Florida Law Update for Real Estate Appraisers/2014
National USPAP/2014
Front of House/Back of House/2013
Critical Issues/2012
Commercial Appraisal Productivity Seminar/2012
Loss Prevention/2011
Discounted Cash Flow Model/2011
Business Practices & Ethics/2011
Advanced Internet Search Strategies/2011
Supervisor Trainee Roles & Rules/2010
Property Tax Assessments/2009
Subdivision Valuation/2009
REO Appraisal: Appraisal of Residential Property Foreclosure
Maintaining Control: Dealing w/Client Pressure/2008
Developing & Growing an Appraisal Practice/2008
Developing & Growing an Appraisal Practice/2005
Florida Laws & Regulations/2005
Market Analysis/2005

TYPES OF PROPERTIES APPRAISED:

Office, Retail, Industrial, Multi-Family, ALF, Motel/Hotel, Special Purpose & Subdivisions

PROFESSIONAL MEMBERSHIPS:

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

Pinellas Realtor Organization

FLORIDA REGISTRATION:

State-Certified General Real Estate Appraiser RZ1758
Licensed Real Estate Broker 0366435

EMPLOYMENT:

McCormick, Braun & Seaman
January 1996 to Present

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

City of St. Petersburg
Acquisition Agent/January 1983 - April 1985
Real Estate Department, St. Petersburg, Florida

L.J. Parham, MAI
Staff Appraiser/November 1983 - May 1984
St. Petersburg, Florida

THIS DOCUMENT HAS A COLORED BACKGROUND / MICROPRINTING / LINEMARK / PATENTED PAPER

AC# 6409821

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12092604718

DATE	BATCH NUMBER	LICENSE NBR
09/26/2012	128098612	RZ1758

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 F8.
Expiration date: NOV 30, 2014

SEAMAN, SCOTT WARNER
1262 DR MARTIN LUTHER KING JR ST N
ST. PETERSBURG FL 33705

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

EXHIBIT "B"

CLIENT FURNISHED

APPRAISAL AGREEMENT
Market Value

THIS APPRAISAL AGREEMENT, ("**Agreement**"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("**City**"), and Scott Seaman ("**Appraiser**") (collectively, "**Parties**"):

RECITALS

WHEREAS, the City desires to obtain market value appraisal; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and is a currently certified by the State of Florida as a Certified Real Estate Appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and accurate and are incorporated herein.

2. **SUBJECT PROPERTY.** The subject properties of this Agreement is described as follows (collectively "**Property**").

   820 15th Ave S: 3/2 and 1308 sq ft / 50 x 100 lot size on MLS Lock Box
   4101 14th Ave S: 3/2 and 1308 sq ft / 60 x 125 lot MLS Lock Bock
   1727 13th Ave S: 3/2 and 1521 sq ft / lot 52 x 137 on City Lock Box code 1116
   1835 13th Ave S: 3/2 and 1521 sq ft / lot 50 x 137 on City Lock Box code 1116
   1919 Melrose Ave S: 3/2 and 1521 sq ft / lot 57 x 136 on City Lock Box code 1116
   3482 16th Ave S: 3/2 and 1521 sq ft / lot 50 x 121 on City Lock Box code 1116

3. **ALARM SYSTEM.** The Properties are protected by security system code 1234.

4. **ACCESS.** Please call Kevin Cauler, City Housing Rehab Officer 727.892.5523 in the event that any of the above Lock Boxes fail to open.

5. **EFFECTIVE DATE; FACSIMILE.** The effective date of this Agreement shall be the date the Agreement is delivered to the City ("**Effective Date**"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

6. **APPRAISAL COMPLETION DATE; DELIVERY.**

   6.1. Completion Date. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and deliver an electronic copy of the report, ("**Appraisal Report**") on or before August 1, 2014 ("**Completion Date**").

6.2. Delivery Notice. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion.

7. **APPRAISAL FEE.** In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of $200.00 for the each completed report within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year.

8. **INSPECTION BY SUPERVISING APPRAISER.**

   8.1. Property is unoccupied.

   8.2. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has personally inspected the subject property and the individual properties used as comparable sales.

9. **SCOPE.** The appraisal should identify the Market Value of the fee simple interest in the Property within the local market.

10. **LATE COMPLETION.** The Appraiser agrees that, in the event the Appraiser fails to complete said Appraisal Report by the Completion Date, the City may assess liquidated damages of Ten Percent (10%) of the fee per day for each day or part of a day beyond which said reports remain uncompleted. Said assessment shall be deducted from the amount to be paid to the Appraiser by the City. The Completion Date may be extended without assessment of liquidated damages only with the written approval of the City.

11. **APPRAISER'S TESTIMONY.** In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City's use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum of $200 for each half day or less required attendance in court and for preparation in connection with such appearance.

12. **TERMINATION.** If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser's obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder.

13. **ENTIRE AGREEMENT.** The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral,

in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

14. **NO MODIFICATIONS.** This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

15. **NO DISCRIMINATION.** The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, age, sex or national origin.

16. **INDEMNIFICATION.** The Appraiser agrees to pay, indemnify, save and hold the City harmless from any and all claims, demands, damages, loss or liability, actions and suits occurring by reason of any act, error or omission in professional services rendered or that should have been rendered by the Appraiser, its officers, agents, consultants, employees or subcontractors or by any other person or whose acts, errors or omissions the Appraiser is responsible and arising out of the Appraiser's conduct as a real estate appraiser or occurring by reason of any injury to any person or property occasioned by an act or omission, neglect or wrong doing of the Appraiser or any of Appraiser's agents, consultants, employees or subcontractors or by any other person for whom the Appraiser is responsible and the Appraiser shall, at Appraiser's own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the services rendered by the Appraiser.

17. **DEFAULT.** If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents, consultants, employees or subcontractors or due to any action or occurrence of omission or commission of the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion, immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the City.

18. **APPLICABLE LAWS.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the date(s) as expressed hereinafter.

APPRAISER

Scott Seaman

Scott W. Seaman, SRA
Cert Gen RZ1758

7/10/14
Date

RECEIVED BY:

Mike Psarakis
Sr. Real Estate Coordinator

Date

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL A CITY-OWNED PROPERTY LOCATED AT 1835-13TH AVENUE SOUTH, ST. PETERSBURG, TO A CITY EMPLOYEE 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 FOR THE SUM OF $90,000; AND TO PAY APPROPRIATE CLOSING RELATED COSTS AND DOWN PAYMENT ASSISTANCE IN ACCORDANCE WITH THE NEIGHBORHOOD STABILIZATION PROGRAM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, NSP Parcel 32, 1835 - 13th Avenue South, St. Petersburg ("Property"), was purchased under the U.S. Department of Housing and Urban Development's ("HUD") Neighborhood Stabilization Program ("NSP") authorized under Title III of the Housing and Economic Recovery Act of 2008 ("HERA"); and

WHEREAS, the Property was purchased for $19,800, reconstructed for $146,940 and became part of the City's Affordable Housing Program; and

WHEREAS, the Property will be sold in accordance with Section 2301(d)(2) of HERA which directs that if an abandoned or foreclosed-upon home or residential property is purchased, reconstructed, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the cost to acquire and reconstruct or rehabilitate such home or property up to a decent, safe, and habitable condition; and

WHEREAS, the Property was appraised on July 22, 2014 by Scott Seaman, State Certified Residential Appraiser, who indicated the market value to be $90,000 ("Contract Price"); and

WHEREAS, the buyer, Tison L. Stone, a City of St. Petersburg ("City") employee, has agreed to pay the Contract Price that is less than the cost to acquire and reconstruct the Property, which is in accordance with the NSP guidelines; and

WHEREAS, under City Council Resolution No. 2010-243, the sale of the Property was authorized in accordance with the requirements of HUD, and Section 2301(d)(2) of HERA; and

WHEREAS, accordingly, no further authorization by City Council would normally be required for this sale, however, in the spirit of full disclosure because the buyer is a City employee, this sale is being brought forward for City Council approval; and

WHERAS, the buyer meets all the requirements necessary to purchase a property under the NSP and does not work in a department that is involved with any approval related to the transaction or qualifying for the purchase; and

WHEREAS, the Property is improved with a single-family dwelling, which the buyer intends to use as his residence and is legally described as follows:

Address: 1835 - 13th Avenue South, St. Petersburg 33712
Tax ID: 25-31-16-28944-000-0040
Legal: Lot 4, NELLIE M. DAVIS FORREST HILL SUBDIVISION, according to the plat thereof recorded at Plat Book 3, Page 35, in the Public Records of Pinellas County, Florida; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to sell a City-owned property located at 1835-13th Avenue South, St. Petersburg, to a City employee 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 for the sum of $90,000; and to pay appropriate closing related costs and down payment assistance in accordance with the Neighborhood Stabilization Program; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00202368.doc

APPROVED BY:

Joshua Johnson, Director
Housing & Community Development

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

CONSENT AGENDA

Meeting of
September 18, 2014

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

SUBJECT: Ratifying the proposed labor agreement between the City of St. Petersburg and the St. Petersburg Association of Firefighters (SPAFF) for the Fire Captains and District Chiefs collective bargaining unit covering the job classifications within this bargaining unit effective October 1, 2014, through September 30, 2016.

The City and SPAFF have reached tentative agreement on the terms of a two-year collective bargaining agreement with the Fire Captains and District Chiefs bargaining unit. The members ratified the agreement on August 21, 2014. If approved and ratified by Council, the proposed agreement will be effective October 1, 2014.

The agreement provides a 2% general wage increase in fiscal years 2015 and 2016 for all members of the unit. Those unit members who have not reached the maximum step rates for their respective labor grades shall progress to the next higher steps on their classification anniversary dates. The entry-level step for both units was also eliminated.

Cost/Funding Information:

Specific costs for the pay increases and elimination of the entry steps are within the budget provisions for fiscal year 2015, will be proposed in the budget for fiscal year 2016 and will come from funds within the operating budget for the General Fund, Fire Department.

Attachment – Resolution

Approvals: _____ _____
Administration **Budget**

A RESOLUTION APPROVING THE NEGOTIATED AGREEMENT WITH THE ST. PETERSBURG ASSOCIATION OF FIREFIGHTERS REPRESENTING THE FIRE CAPTAINS AND DISTRICT CHIEFS FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016, AND ESTABLISHING AN EFFECTIVE DATE FOR THIS RESOLUTION

WHEREAS, the City of St. Petersburg and the St. Petersburg Association of Firefighters have reached a two-year agreement;

WHEREAS, the agreement provides a 2% general wage increase in fiscal years 2015 and 2016 for all members of the unit;

WHEREAS, unit members who have not yet reached the maximum step rates in their labor grades will progress to the next higher steps on their classification anniversary dates;

WHEREAS, the entry-level steps for both classifications were eliminated; and

WHEREAS, the agreement also includes provisions for other terms and conditions of employment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St Petersburg, Florida, that the Agreement with the St. Petersburg Association of Firefighters, for the period of October 1, 2014, through September 30, 2016, is approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

City Legal

Administration

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **September 11, 2014**

COUNCIL DATE: **September 18, 2014**

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

ACTION DESIRED:

Respectfully request a referral to the Budget, Finance & Taxation Committee to look into the possibility of offering sick time benefits to part-time City employees.

RATIONAL:

There are approximately 626 part-time City employees without sick time benefits.

Wengay Newton, Council Member
District 7

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **September 11, 2014**

COUNCIL DATE: **September 18, 2014**

RE: ***Surplus Military Equipment***

ACTION DESIRED:

Respectfully request a discussion regarding the disposition of Surplus Military Equipment to various municipalities.

RATIONAL:

In the event that the City is offered Surplus Military Equipment, I would request the City to refuse the equipment as we do not want to make the City of St. Petersburg a military city.

Wengay Newton, Council Member
District 7

RESOLUTION NO. 2014-____

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $38,000,000 CITY OF ST. PETERSBURG, FLORIDA PUBLIC UTILITY REVENUE BONDS, SERIES 2014A AND NOT TO EXCEED $50,000,000 CITY OF ST. PETERSBURG, FLORIDA PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B, TO BE APPLIED TO ACQUIRE, CONSTRUCT AND ERECT ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO ITS PUBLIC UTILITY SYSTEM, TO ADVANCE REFUND A PORTION OF THE CITY'S PUBLIC UTILITY REVENUE BONDS, SERIES 2005, AND FOR CERTAIN OTHER PURPOSES MORE FULLY DESCRIBED HEREIN; PROVIDING FOR THE PAYMENT OF SUCH PROPOSED BONDS FROM THE NET REVENUES OF ITS PUBLIC UTILITY SYSTEM ON PARITY WITH CERTAIN BONDS HERETOFORE ISSUED BY THE CITY; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING A COMPETITIVE BID AND APPROVING THE FORM OF THE OFFICIAL NOTICES OF SALE AND SUMMARY NOTICE OF SALE PERTAINING TO SUCH BONDS; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN RESPONSIBILITIES WITH RESPECT TO THE NOTICE, BIDDING AND SALE OF THE BONDS; APPROVING THE FORM OF THE PRELIMINARY OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT, PAYING AGENT AND BOND REGISTRAR AGREEMENT AND ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT, PAYING AGENT AND BOND REGISTRAR AGREEMENT AND ESCROW DEPOSIT AGREEMENT; APPOINTING A PAYING AGENT, BOND REGISTRAR AND ESCROW AGENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "Issuer") and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meaning as set forth in the Bond Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this Section. Words importing the singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Bond Registrar" shall mean U.S. Bank National Association, Orlando, Florida in connection with the 2014 Bonds.

"Bond Resolution" shall mean Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, and as particularly supplemented hereby.

"2014 Bonds" shall mean, collectively, the 2014A Bonds and the 2014B Bonds.

"2014A Bonds" shall mean the City of St. Petersburg, Florida Public Utility Revenue Bonds, Series 2014A, herein authorized to be issued.

"2014B Bonds" shall mean the City of St. Petersburg, Florida Public Utility Refunding Revenue Bonds, Series 2014B, herein authorized to be issued.

"Certificate of Mayor and Director of Finance" shall mean the certificate, the form of which is attached hereto as Exhibit B.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney.

"City Clerk" shall mean the City Clerk or any Deputy City Clerk of the Issuer.

"Director of Finance" shall mean the Director of Finance of the Issuer, or her designee.

"Escrow Agent" shall mean the bank, trust company or financial institution appointed pursuant to Section 25 hereof.

"Escrow Deposit Agreement" shall mean the agreement to be entered into between the Issuer and the Escrow Agent if and when any of the Refunded Bonds are authorized to be refunded by the 2014B Bonds, the form of which is attached hereto as Exhibit F.

"Financial Advisor" shall mean Public Financial Management, Inc., or such other firm appointed by the Issuer.

"Interest Payment Dates" shall mean for the 2014 Bonds, April 1 and October 1 of each year, commencing April 1, 2015 or such other date as determined in the Official Notices of Sale described herein.

"Mayor" shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Director of Finance to execute certificates, agreements and all other documents in connection with the issuance of the 2014 Bonds.

"Original Purchaser" shall be the winning bidder on the sale of the 2014 Bonds pursuant to the conditions set forth in Section 20 hereof. Notwithstanding anything herein to the contrary, the Original Purchaser of the 2014A Bonds can be the same or different than the Original Purchaser of the 2014B Bonds.

"Parity Bonds" shall mean the Issuer's outstanding Public Utility Revenue Bonds, Series 2005 which are not refunded through the issuance of the 2014B Bonds, the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2006, the Issuer's outstanding Public Utility Revenue Bonds, Series 2009A, the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2009B, the Issuer's outstanding Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable-Build America Bonds-Direct Subsidy), the Issuer's outstanding Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable-Recovery Zone Economic Development Bonds-Direct Subsidy), the Issuer's outstanding Public Utility Revenue Bonds, Series 2013A, the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2013B, the Issuer's outstanding Public Utility Revenue Bonds, Series 2013C, and any Additional Parity Obligations hereafter issued under the Bond Resolution.

"Parity System" shall mean the Parity electronic competitive bidding system.

"Paying Agent" shall mean U.S. Bank National Association.

"2014A Project" shall mean the acquisition, construction and erection of improvements to the System to be acquired, constructed and erected in accordance with plans on file at the offices of the Issuer, as such plans may be modified from time to time.

"Record Date" for the 2014 Bonds shall mean the 15th day of the month immediately preceding an Interest Payment Date for the 2014 Bonds.

"Refunded Bonds" shall mean all or a portion of the Issuer's outstanding Public Utility Revenue Bonds, Series 2005 maturing on and after October 1, 2016, authorized to be refunded hereunder.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer deems it necessary and in its best interest to acquire, construct and erect the 2014A Project and to advance refund the Refunded Bonds.

B. The principal of and interest on the 2014 Bonds and the Parity Bonds and all required Debt Service Fund and other payments shall be payable solely from the Net Revenues of the System as more particularly described in the Bond Resolution. The Issuer shall never be required to levy ad valorem taxes on any real property therein to pay the principal of and interest on the 2014 Bonds and the Parity Bonds or to make any other payments specified herein. The 2014 Bonds and the Parity Bonds shall not constitute a lien upon any property owned by or located within the boundaries of the Issuer.

C. The estimated Net Revenues of the System will be sufficient to pay all principal of and interest on the 2014 Bonds and the Parity Bonds, as the same become due, and to make all required Debt Service Fund, reserve or other payments required by the Bond Resolution.

D. In an effort to encourage a significant number of bidders for the 2014 Bonds to participate and in order to take advantage of technological developments in the electronic sale of bonds, the competitive sale of the 2014 Bonds shall be conducted via the Parity System or such other system of electronic bid submittal under the direction of the Financial Advisor.

E. Because the Issuer desires to sell the 2014 Bonds at the most advantageous time, the Issuer hereby delegates to the Mayor the authority to award the sale of the 2014 Bonds to the lowest bidders in accordance with the Official Notices of Sale based upon the parameters set forth herein.

F. It is hereby ascertained, determined and declared that it is in the best interest of the Issuer to provide for the sale by competitive bid of the 2014 Bonds, maturing and bearing interest, having such redemption features and such other terms as set forth herein and in the Summary Notice of Sale and Official Notices of Sale attached hereto as Exhibit A, and the bid proposal of the lowest bidder or bidders selected on a subsequent date pursuant to the terms hereof.

SECTION 4. AUTHORIZATION OF ACQUISITION, CONSTRUCTION AND ERECTION OF 2014A PROJECT AND ADVANCE REFUNDING OF THE REFUNDED BONDS. The acquisition, construction and erection of the 2014A Project pursuant to certain plans on file or to be on file at the offices of the Issuer and the advance refunding of the Refunded Bonds is hereby authorized. The cost of such 2014A Project, in addition to the items set forth in such plans and specifications, may include, but need not be limited to, the acquisition of any lands, rights of ways or interest therein or any other properties deemed necessary or convenient therefor; engineering, legal and financing expenses; expenses for estimates of costs; expenses for plans, specifications and surveys; the fees of fiscal agents, financial advisors or consultants; municipal bond insurance, if any; the creation and establishment of reasonable reserves for debt service; the discount on the sale of the 2014A Bonds, if applicable; reimbursement of moneys on the 2014A Project in anticipation of the sale of the 2014A Bonds, if any; and such other costs and expenses as may be necessary or incidental to the financing herein authorized and the construction, erection and acquisition of the 2014A Project and the placing of same in operation.

Notwithstanding the foregoing, the proceeds of the 2014A Bonds may not be used for the acquisition and construction of capital projects other than those described in the definition of 2014A Project, unless prior thereto the Issuer shall have received an opinion of nationally recognized bond counsel to the effect that such use will not adversely affect the validity of the 2014 Bonds or the exclusion of interest on the 2014 Bonds from the gross income of the holders thereof for purposes of federal income taxation.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the 2014 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Bond Resolution, including this Resolution, shall be deemed to be and shall constitute a contract between the Issuer and such holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal holders of any and all of the 2014 Bonds and the Parity Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the 2014 Bonds or the Parity Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. AUTHORIZATION OF 2014 BONDS. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Public Utility Revenue Bonds, Series 2014A," herein defined as the "2014A Bonds," are authorized to be issued in the aggregate amount of not exceeding $38,000,000, and subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Public Utility Refunding Revenue Bonds, Series 2014B," herein defined as the "2014B Bonds," are authorized to be issued in the aggregate amount of not exceeding $50,000,000. Notwithstanding anything herein to the contrary, the 2014A Bonds and/or the 2014B Bonds may be issued in one or more series on the same or different dates and in such event shall bear such other designation as may be set forth in the Certificate of Mayor and Director of Finance.

Notwithstanding anything herein to the contrary, the delegation of authority expressed herein expires on the first anniversary of the adoption hereof, and the series designation and account names relating to any of the 2014 Bonds can be changed to reflect the calendar year of issue as evidenced by the Certificate of Mayor and Director of Finance.

SECTION 7. DESCRIPTION OF 2014 BONDS. The 2014 Bonds shall be issued as Current Interest Bonds; shall be numbered from RA-1 and RB-1, as the case may be, upward or in such other manner agreed between the Issuer and the Bond Registrar; shall be in the denomination of $5,000 each or integral multiples thereof; shall bear interest at a fixed rate of interest not exceeding the maximum rate fixed by applicable law, such interest to be payable on the Interest Payment Dates or any such other date or dates as may be set forth in the Certificate of Mayor and Director of Finance.

The 2014A Bonds shall be dated the date of their delivery or such other date as may be set forth in the Certificate of Mayor and Director of Finance pursuant to the authority delegated pursuant to Section 20 hereof; shall consist of such amounts of Serial Bonds and/or Term Bonds;

maturing in such amounts or Amortization Installments and in such years with a final maturity of not later than October 1, 2044, shall be payable at the designated corporate trust office of the Paying Agent; all as shall be provided herein, in the Official Notices of Sale and/or in the Certificate of Mayor and Director of Finance pursuant to the authority delegated pursuant to Section 20 hereof.

The 2014B Bonds shall be dated the date of their delivery or such other date as may be set forth in the Certificate of Mayor and Director of Finance pursuant to the authority delegated pursuant to Section 20 hereof; shall consist of such amounts of Serial Bonds and/or Term Bonds; maturing in such amounts or Amortization Installments and in such years with a final maturity of not later than October 1, 2035, shall be payable at the designated corporate trust office of the Paying Agent; all as shall be provided herein, in the Official Notices of Sale and/or in the Certificate of Mayor and Director of Finance pursuant to the authority delegated pursuant to Section 20 hereof.

The 2014 Bonds shall be issued in fully registered form without coupons; shall be payable in lawful money of the United States of America; and shall bear interest from their date, payable by mail to the Registered Owners at their addresses as they appear on the registration books of the Issuer maintained by the Bond Registrar; provided, however, that in the case of a Registered Owner of $1,000,000 or more in aggregate principal amount of Bonds, upon written request of such Registered Owner to the Bond Registrar ten (10) days prior to the Record Date for such Interest Payment Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer, at the expense of such Registered Owner.

SECTION 8. EXECUTION AND AUTHENTICATION OF 2014 BONDS. The 2014 Bonds shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of the Mayor and the City Clerk may be imprinted or reproduced on the 2014 Bonds. The City Attorney of the Issuer shall indicate his approval of the form and correctness of the 2014 Bonds by affixing his manual or facsimile signature thereon. The certificate of authentication of the Bond Registrar shall appear on the 2014 Bonds, and no 2014 Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution unless such certificate shall have been duly executed on such 2014 Bonds. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the signatures, which can be the authorized signature for the Bond Registrar, appearing on the Bonds, shall at all times be a manual signature. In case any one or more of the officers of the Issuer who shall have signed or sealed any of the 2014 Bonds shall cease to be such officer or officers of the Issuer before the 2014 Bonds so signed and sealed shall have been actually sold and delivered, such 2014 Bonds may nevertheless be sold and delivered as if the persons who signed or sealed such 2014 Bonds had not ceased to hold such offices. Any 2014 Bonds may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2014 Bonds shall hold the

proper office, although at the date of such execution of the 2014 Bonds such person may not have held such office or may not have been so authorized.

SECTION 9. NEGOTIABILITY. The 2014 Bonds issued hereunder shall be and shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive holder, in accepting any of the 2014 Bonds, shall be conclusively deemed to have agreed that such 2014 Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

SECTION 10. REGISTRATION. All 2014 Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Bond Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer or the Bond Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

Upon surrender to the Bond Registrar for transfer or exchange of any 2014 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or his attorney duly authorized in writing, the Bond Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2014 Bond or Bonds of authorized denominations and of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive.

The Issuer and the Bond Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of the 2014 Bonds. The Bond Registrar or the Issuer may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new 2014 Bond shall be delivered.

Interest on the 2014 Bonds shall be paid to the Registered Owners whose names appear on the books of the Bond Registrar on the Record Date.

New 2014 Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the 2014 Bonds surrendered.

The Issuer and the Bond Registrar may treat the Registered Owner of any 2014 Bond as the absolute owner thereof for all purposes, whether or not such 2014 Bond shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any 2014 Bond is registered may be deemed the Registered Owner thereof by the Issuer and the Bond

Registrar, and any notice to the contrary shall not be binding upon the Issuer or the Bond Registrar.

Notwithstanding the foregoing provisions of this Section, the Issuer reserves the right, on or prior to the delivery of the 2014 Bonds, to amend or modify the foregoing provisions relating to registration of the 2014 Bonds in order to comply with all applicable laws, rules, and regulations of the United States and/or the State of Florida relating thereto.

SECTION 11. DISPOSITION OF 2014 BONDS PAID OR REPLACED. Whenever any 2014 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such 2014 Bond shall be canceled and destroyed by the Bond Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 12. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any 2014 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new 2014 Bond of like tenor as the 2014 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2014 Bond upon surrender and cancellation of such mutilated 2014 Bond, or in lieu of and substitution for the 2014 Bond destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All 2014 Bonds so surrendered shall be canceled by the Issuer. If any of the 2014 Bonds shall have matured or be about to mature, instead of issuing a substitute 2014 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such 2014 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate 2014 Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed 2014 Bonds be at any time found by anyone, and such duplicate 2014 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other 2014 Bonds issued hereunder.

SECTION 13. BOOK ENTRY SYSTEM. The Issuer has previously executed a blanket letter of representation dated September 18, 1997 (the "Letter of Representation") with The Depository Trust Company ("DTC"). It is intended that the 2014 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation. The 2014 Bonds shall be initially issued in the form of a single fully registered 2014 Bond of each maturity for each Series. Upon initial issuance, the ownership of such 2014 Bonds shall be registered by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee for DTC. With respect to 2014 Bonds registered by the Bond Registrar and Paying Agent in the name of Cede & Co., as nominee of DTC, the Issuer and the Bond Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other

financial institution for which DTC holds 2014 Bonds from time to time as securities depositary (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the 2014 Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer and the Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the 2014 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a 2014 Bond as shown in the Bond register, of any notice with respect to the 2014 Bonds, including any notice of redemption, if applicable, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a 2014 Bond as shown in the 2014 Bond register, of any amount with respect to principal of, premium, if any, or interest on, if applicable, the 2014 Bonds. No person other than a registered owner of a 2014 Bond as shown in the 2014 Bond register shall receive a 2014 Bond certificate with respect to any 2014 Bond. Upon delivery by DTC to the Bond Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of 2014 Bonds appearing as registered owners in the registration books maintained by the Bond Registrar and Paying Agent at the close of business on a regular record date, the name "Cede & Co." in this resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation, (b) the agreement among the Issuer, the Bond Registrar and Paying Agent and DTC evidenced by the Letter of Representation shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the 2014 Bonds that they be able to obtain certificated 2014 Bonds, the Issuer shall notify DTC of the availability through DTC of 2014 Bond certificates and the 2014 Bonds shall no longer be restricted to being registered in the 2014 Bond register in the name of Cede & Co., as nominee of DTC, but only in accordance with the Letter of Representation. At that time, the Issuer may determine that the 2014 Bonds shall be registered in the name of and deposited with a successor depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the 2014 Bonds may be registered in whatever name or names registered owners of 2014 Bonds transferring or changing 2014 Bonds designate, in accordance with the provisions hereof. Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any 2014 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, if applicable, such 2014 Bond and all notices with respect to such 2014 Bond shall be made and given, respectively, in the manner provided in the Letter of Representation.

As long as any 2014 Bonds are outstanding in book-entry form, the provisions of the Bond Resolution inconsistent with such system of book-entry registration shall not be applicable to such 2014 Bonds, and the Issuer covenants to cause adequate records to be kept with respect to the ownership of any 2014 Bonds issued in book-entry form or the beneficial ownership of 2014 Bonds issued in the name of a nominee.

SECTION 14. PROVISIONS FOR REDEMPTION. The 2014 Bonds may be subject to redemption as set forth herein, in the Official Notices of Sale and/or in the Certificate of Mayor and Director of Finance.

At least 30 days prior to the expected redemption date, notice of such redemption shall be filed with the Paying Agent and shall be mailed, postage prepaid to all Registered Owners of 2014 Bonds to be redeemed at their addresses as they appear on the registration books. Interest shall cease to accrue on any 2014 Bonds duly called for prior redemption, after the redemption date, if payment thereof has been duly provided. The privilege of transfer or exchange of any of the 2014 Bonds selected for redemption is suspended for a 15 day period preceding the date of selection of the 2014 Bonds to be redeemed. Nothing in the Bond Resolution shall be deemed to require the Issuer to have deposited moneys with the Paying Agent prior to providing such notice of expected redemption.

Any notice of optional redemption given pursuant to this Section 14 may state that is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, and that it may be rescinded upon the occurrence of any such condition, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied. Notice of such rescission shall be given by the Paying Agent to affected Registered Owners of 2014 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

SECTION 15. FORM OF BONDS. The text of the 2014 Bonds and the certificate of authentication shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized and permitted by the Bond Resolution, this Resolution or by any subsequent resolution adopted prior to the issuance thereof:

[Remainder of page intentionally left blank]

No. R[A/B]-_____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PINELLAS
CITY OF ST. PETERSBURG
PUBLIC UTILITY [REFUNDING] REVENUE BOND, SERIES 2014__

MATURITY DATE: INTEREST RATE: DATED DATE: CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal corporate trust office of _____, in the City of _____, _____ (the "Paying Agent"), from the special funds hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at his address as it appears on the Bond registration books of the Issuer, at the Interest Rate per annum identified above, interest on said principal sum on each April 1 and October 1, commencing April 1, 2015, from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event such Bond shall bear interest from the Dated Date; provided, however, that if at the time of authentication interest is in default, this Bond shall bear interest from the date to which interest shall have been paid.

This Bond is one of an authorized issue of bonds issued in an aggregate principal amount of $_____ (the "Bonds"), issued primarily to [finance a portion of the costs of the acquisition, construction and erection of improvements to the System to be acquired, constructed and erected in accordance with plans on file at the offices of the Issuer, as such plans may be modified from time to time]/advance refund a portion of the Issuer's outstanding Public Utility Revenue Bonds, Series 2005], under the authority of and in full compliance with the Constitution of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal Charter of the Issuer, and other applicable provisions of law, and by Resolution No. 99-237 duly adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20,

2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, and as particularly supplemented by Resolution No. 2014-____ duly adopted by the City Council of the Issuer on _____, 2014 (hereinafter collectively called "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond is payable solely from and secured by a prior lien upon and pledge of the Net Revenues on parity with the Issuer's outstanding Public Utility Revenue Bonds, Series 2005 not refunded with proceeds of [the Bonds] [Public Utility Refunding Revenue Bonds, Series 2014B], the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2006, the Issuer's outstanding Public Utility Revenue Bonds, Series 2009A, the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2009B, the Issuer's outstanding Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable-Build America Bonds-Direct Subsidy) the Issuer's outstanding Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable-Recovery Zone Economic Development Bonds-Direct Subsidy), the Issuer's outstanding Public Utility Revenue Bonds, Series 2013A, the Issuer's outstanding Public Utility Refunding Revenue Bonds, Series 2013B, the Issuer's outstanding Public Utility Revenue Bonds, Series 2013C, and the Issuer's outstanding Public Utility [Refunding] Revenue Bonds, Series 2014__ (collectively, the "Parity Bonds"), all in the manner and to the extent provided in the Resolution.

This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer for the payment of the principal of and interest on this Bond or the making of any sinking fund, reserve or other payments specified in the Resolution.

It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, but shall constitute a lien only on the Net Revenues derived from the operation of the System, all in the manner provided in the Resolution.

The Issuer in the Resolution has covenanted and agreed with the Registered Owners of the bonds of this issue to fix, establish, revise from time to time whenever necessary, maintain and collect such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide Adjusted Net Revenues in each year of not less than 115% of all Bond Service Requirements becoming due in such year on the outstanding Parity Bonds; and that such rates, fees, rentals and other charges will not be reduced so as to be insufficient to provide Gross Revenues for such purposes. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds of this issue for the terms of which reference is made to the Resolution.

This Bond may be transferred only upon the registration books kept by the Bond Registrar upon surrender hereof at the principal office of the Bond Registrar with an assignment duly executed by the registered owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution, and upon surrender and cancellation of this Bond. Upon any such transfer, there shall be executed and the Bond Registrar shall deliver, a new fully registered bond or bonds, payable to the transferee, in authorized denominations and in the same aggregate principal amount, series, maturity and interest rate as this Bond.

In like manner, subject to and upon the payment of such charges, if any, the registered owner of this Bond may surrender the same (together with a written authorization for exchange satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully registered bonds in authorized denominations and of the same series, maturity and interest rate as this Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond and of the issue of Bonds of which this Bond is one, does not violate any constitutional or statutory limitation.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

BY ACCEPTANCE HEREOF, THE REGISTERED OWNER IS CONCLUSIVELY DEEMED TO HAVE CONSENTED TO AND APPROVED THE PROVISIONS IN THE RESOLUTION, INCLUDING WITHOUT LIMITATION THE PROSPECTIVE AMENDMENTS INCLUDED IN SECTION 22 OF RESOLUTION NO. 2013-400 ADOPTED BY THE CITY COUNCIL OF THE ISSUER ON OCTOBER 3, 2013, AND THE REGISTERED OWNER SHALL HAVE NO RIGHT TO OBJECT TO SUCH AMENDMENTS. SUCH AMENDMENTS MAY BECOME EFFECTIVE, AMONG OTHER CONDITIONS, AFTER RECEIVING THE REQUISITE CONSENT OF THE HOLDERS OF AT LEAST 51% OUTSTANDING BONDS ISSUED PURSUANT TO THE RESOLUTION. REFERENCE IS MADE TO THE RESOLUTION AND THE OFFICIAL STATEMENT FOR THE BONDS FOR A DESCRIPTION OF SUCH PROSPECTIVE AMENDMENTS.

(Insert redemption provisions)

Notice of such redemption shall be given in the manner provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Bond and has caused the same to be executed by its Mayor and attested by its City Clerk, either manually or with their facsimile signatures, and the corporate seal of the Issuer, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the Dated Date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

_____
Richard D. Kriseman, Mayor

ATTESTED:

_____
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

_____
Jacqueline M. Kovilaritch , Assistant City Attorney

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is one of the bonds of the issue described in the Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By:_____
Authorized Signature

_____
Date of Authentication

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIF MIN ACT -
TEN ENT -	as tenants by the entireties	(Cust.)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	Custodian for (Minor) under Uniform Gifts to Minors Act of (State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE the within bond and does hereby irrevocably constitute and appoint _____ as his agent to transfer the bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

_____

(Bank, Trust company or Firm)

_____

(Authorized Officer)

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SECTION 16. APPLICATION OF 2014 BOND PROCEEDS.

A. The proceeds, including any accrued interest received from the sale of any or all of the 2014A Bonds, shall be applied by the Issuer as follows:

1. Accrued interest, if any, shall be deposited in the Interest Account in the Debt Service Fund, herein created, and shall be used only for the purpose of paying interest becoming due on the 2014A Bonds.

2. To the extent not reimbursed therefor by the Original Purchaser of the 2014A Bonds, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2014A Bonds.

3. To the extent not provided by other funds of the Issuer deposited into, or a surety bond or bonds credited to, the Reserve Account, the Issuer shall deposit to the Reserve Account a sum which, together with any proceeds contributed from the 2014B Bonds, is equal to the Reserve Account Requirement upon issuance of the 2014A Bonds.

4. The remaining proceeds of the 2014A Bonds shall be deposited into the "City of St. Petersburg, Florida Public Utility Revenue Bonds, Series 2014A, Construction and Acquisition Fund," which is hereby created and established (the "2014A Construction and Acquisition Fund"), and which may be used for the purposes set forth in the Bond Resolution, including the cost of any capitalized interest on the Series 2014A Bonds. Such 2014A Construction and Acquisition Fund shall constitute a trust fund for the holders of Bonds and shall be used together with certain other legally available moneys by the Issuer solely to acquire, construct and erect the 2014A Project, including any allowable reimbursement to the Issuer of moneys spent on the 2014A Project in anticipation of the sale of the 2014A Bonds. The Issuer agrees and covenants to commence and proceed with due diligence to complete the construction, erection and acquisition of the 2014A Project. Money on deposit in the 2014A Construction and Acquisition Fund may be invested and reinvested in Investment Securities which mature not later than the date on which the money on deposit therein will be needed for purposes of such funds. All income on such investments shall remain in such Fund. Upon completion of the 2014A Project, remaining amounts on deposit in such Fund may be transferred into the Operating Fund.

B. The proceeds, including any accrued interest received from the sale of any or all of the 2014B Bonds, shall be applied by the Issuer as follows:

1. Accrued interest, if any, shall be deposited in the Interest Account in the Debt Service Fund, herein created, and shall be used only for the purpose of paying interest becoming due on the 2014B Bonds.

2. To the extent not reimbursed therefor by the Original Purchaser of the 2014B Bonds, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2014B Bonds.

3. To the extent not provided by other funds of the Issuer deposited into, or a surety bond or bonds credited to, the Reserve Account, the Issuer shall deposit to the Reserve Account a sum which, together with any proceeds contributed from the 2014A Bonds, is equal to the Reserve Account Requirement upon issuance of the 2014B Bonds.

4. Subject to the execution and delivery of the 2014B Bonds to advance refund the Refunded Bonds, a sum which, together with other legally available funds of the Issuer and investment earnings thereon, is equal to the principal of and interest and redemption premiums, if any, on the Refunded Bonds when due in accordance with the schedules to be attached to the Escrow Deposit Agreement to pay principal and interest on the Refunded Bonds and to pay applicable call premiums and any costs with respect thereto.

SECTION 17. EXECUTION OF ESCROW DEPOSIT AGREEMENT; REDEMPTION OF REFUNDED BONDS. The Issuer hereby approves the Escrow Deposit Agreement as set forth in the form attached hereto as Exhibit F. The Escrow Deposit Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional changes and insertions therein as are subsequently approved, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers. The Issuer hereby also authorizes the Director of Finance to engage such professionals as in her discretion are competent to provide a verification report with respect to the Refunded Bonds.

Subject to the execution and delivery of the 2014B Bonds for the purpose of refunding the Refunded Bonds, the Issuer hereby irrevocably calls the Refunded Bonds for early redemption on October 1, 2015, or such other date as determined by the Mayor in the Escrow Deposit Agreement. Not less than thirty (30) days prior to such redemption date, the Issuer hereby directs The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., in its capacity as Paying Agent for the Refunded Bonds (the "2005 Paying Agent"), to mail a notice of the redemption of the Refunded Bonds to each holder thereof in accordance with the requirements of Section 14 of Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, in the form to be prepared by Bond Counsel. Furthermore, upon issuance of the 2014B Bonds for the purposes of refunding the Refunded Bonds, the Issuer hereby directs the 2005 Paying Agent to mail a notice of defeasance to each holder of the Refunded Bonds in the form to be prepared by Bond Counsel.

SECTION 18. SPECIAL OBLIGATIONS OF ISSUER. The 2014 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Net Revenues on parity with the Parity Bonds in the manner and to the extent

provided in the Bond Resolution. No Registered Owners shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real property therein to pay such principal and interest from any other funds of the Issuer, except in the manner provided in the Bond Resolution.

Pursuant to the Bond Resolution, the payment of the principal of and interest on the 2014 Bonds and the Parity Bonds is secured, equally and ratably, by an irrevocable lien on the Net Revenues, prior and superior to all other liens or encumbrances on such Net Revenues, and the Issuer has irrevocably pledged such Net Revenues to the payment of the principal of and interest on the 2014 Bonds and the Parity Bonds and for all other required payments.

The Issuer covenants and agrees that all funds and accounts created and maintained pursuant to the Bond Resolution and all moneys on deposit therein shall be trust funds in the hands of the Issuer and shall be used and applied only in the manner and for the purposes expressly provided for in the Bond Resolution. Furthermore, the Issuer may, at its option, establish separate accounts or subaccounts in the various funds and accounts created hereunder in order to keep a separate accounting of moneys related to various components of the System.

The Net Revenues are subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 19. COVENANTS OF THE ISSUER. All covenants of the Issuer set forth in Section 18 of the Bond Resolution are reaffirmed and apply equally to the holders of the 2014 Bonds and the Parity Bonds.

SECTION 20. SUMMARY NOTICE OF SALE AND OFFICIAL NOTICES OF SALE; DELEGATED AWARD.

(1) The Issuer hereby approves the forms of each of the Summary Notice of Sale and the Official Notices of Sale attached hereto as Exhibit A, each made a part hereof as if set forth herein in their entirety, subject to such modifications, amendments, changes and filling of blanks therein as shall be approved by the Mayor. The Issuer hereby authorizes the newspaper publication of the Summary Notice of Sale pursuant to the requirements of law, and the distribution of the Official Notices of Sale based on the advice of the Financial Advisor.

(2) In addition to other items described herein, the Issuer hereby delegates to the Mayor and the Director of Finance of the Issuer the authority to determine the interest rates, the prices and yields and the delivery date for the 2014 Bonds, and all other details of the 2014 Bonds, and to take such further action as shall be required for carrying out the purposes of the Bond Resolution all with respect to the 2014 Bonds.

(3) Subject to full satisfaction of the conditions set forth in Section 7 and in this subparagraph (3) of this Section 20, the Issuer hereby authorizes a delegated award of the

2014 Bonds to the successful bidders in accordance with the terms of the Official Notices of Sale and the bid of the successful bidders, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Mayor in accordance with the provisions of the Official Notices of Sale. The bid of the successful bidder to purchase the 2014A Bonds shall not be accepted by the Issuer until such time as the Issuer is in receipt of a properly delivered bid to purchase such 2014A Bonds by the successful bidder, as adjusted as permitted in the applicable Official Notice of Sale, said offer to provide for, among other things, (i) the issuance of not exceeding $38,000,000 aggregate principal amount of 2014A Bonds, (ii) a true interest cost rate of not more than 5.00% calculated based on the 2014A Bonds only, (iii) a final maturity of the 2014A Bonds not being later than October 1, 2044, (iv) a purchase price (defined to mean original principal amount of the 2014A Bonds plus any related original issue premium less any related original issue discount less related underwriting discount) in excess of 98% of the aggregate principal amount of the 2014A Bonds plus accrued interest, if any, and (v) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the 2014A Bonds. The award of the 2014A Bonds to the lowest bidder and establishment of the final pricing terms and conditions shall be evidenced by the delivery of a Certificate of Mayor and Director of Finance to the City Clerk, the form of which is attached hereto as Exhibit B. The bid of the successful bidder to purchase the 2014B Bonds shall not be accepted by the Issuer until such time as the Issuer is in receipt of a properly delivered bid to purchase such 2014B Bonds by the successful bidder, as adjusted as permitted in the applicable Official Notice of Sale, said offer to provide for, among other things, (i) the issuance of not exceeding $50,000,000 aggregate principal amount of 2014B Bonds, (ii) a true interest cost rate of not more than 4.50% calculated based on the 2014B Bonds only, (iii) a final maturity of the 2014B Bonds not being later than October 1, 2035, (iv) a purchase price (defined to mean original principal amount of the 2014B Bonds plus any related original issue premium less any related original issue discount less related underwriting discount) in excess of 98% of the aggregate principal amount of the 2014B Bonds plus accrued interest, if any, (v) net present value debt service savings equal to at least 3% of the principal amount of the Refunded Bonds being refunded with 2014B Bond proceeds, and (vi) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the 2014B Bonds. The award of the 2014B Bonds to the lowest bidder and establishment of the final pricing terms and conditions shall be evidenced by the delivery of a Certificate of Mayor and Director of Finance to the City Clerk, the form of which is attached hereto as Exhibit B.

SECTION 21. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT. The Issuer hereby approves the form and content of the Preliminary Official Statement for the 2014 Bonds which is attached hereto as Exhibit C. The Director of Finance of the Issuer is hereby authorized to execute on behalf of the Issuer, the final Official Statement relating to the 2014 Bonds with such changes, insertions, omissions and filling of blanks in the Preliminary Official Statement as may be approved by the Director of Finance, execution thereof to be conclusive evidence of such approval. Such Preliminary Official Statement and final Official Statement are hereby authorized to be used and distributed in connection with the marketing and sale of the 2014 Bonds. The Director of Finance is

authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission. The Director of Finance is authorized to deliver a certificate to the Original Purchaser of the 2014A Bonds and/or the Original Purchaser of the 2014B Bonds indicating compliance with such Rule.

SECTION 22. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that, in order to assist the Original Purchaser in complying with the continuing disclosure requirements of the Rule with respect to the 2014 Bonds, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement (the "Continuing Disclosure Agreement") between the Issuer and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent, prior to the time the Issuer delivers the 2014 Bonds to the Original Purchaser, as may be amended from time to time in accordance with the terms thereof. The form of the Continuing Disclosure Agreement, attached hereto as Exhibit D is hereby approved and ratified, all of the provisions of which, when executed and delivered by the Issuer as authorized herein shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein. Notwithstanding any other provision of the Bond Resolution, failure of the Issuer to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Bond Resolution. However, the Continuing Disclosure Agreement shall be enforceable by the 2014 Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a 2014 Bondholder to the Issuer that a breach exists. Any rights of the 2014 Bondholders to enforce the provisions of this covenant shall be on behalf of all 2014 Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

The Continuing Disclosure Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional changes and insertions therein as are subsequently approved, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 23. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the 2014 Bonds shall be liable personally on the 2014 Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the 2014 Bonds or this Resolution.

SECTION 24. NO THIRD-PARTY BENEFICIARIES. Except as otherwise expressly provided in this Resolution, nothing herein expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the 2014 Bondholders issued under and secured by the Bond Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provisions thereof, all

provisions thereof being intended to be and being for the sole and exclusive benefit of the parties thereto and the 2014 Bondholders from time to time of the 2014 Bonds issued under the Bond Resolution.

SECTION 25. APPOINTMENT OF PAYING AGENT, BOND REGISTRAR AND ESCROW AGENT. U.S. Bank National Association is hereby appointed Paying Agent and Bond Registrar with respect to the 2014 Bonds. U.S. Bank National Association is hereby appointed Escrow Agent with respect to the Refunded Bonds. The Paying Agent and Bond Registrar Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional changes and insertions therein as are subsequently approved, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers in substantially the form attached hereto as Exhibit E.

SECTION 26. GENERAL AUTHORITY. The members of the City Council of the Issuer, the Mayor, the Director of Finance and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the 2014 Bonds, and the Bond Resolution including this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Original Purchasers to effectuate the sale of the 2014 Bonds. All action taken to date by the officers, attorneys and other agents and employees of the Issuer in furtherance of the issuance of the 2014 Bonds is hereby approved, confirmed and ratified.

SECTION 27. TRANSFER OF FUNDS. On the date of issuance of the 2014B Bonds, the Issuer may transfer moneys on deposit in the funds and accounts created for the benefit of the Refunded Bonds to the Escrow Agent to be held on behalf of the Issuer and to be used pursuant to the terms of the Escrow Deposit Agreement.

SECTION 28. SEVERABILITY. If any one or more of the covenants, agreements or provisions of the Bond Resolution including this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of the Bond Resolution including this Resolution or of the 2014 Bonds issued thereunder.

SECTION 29. REPEALER. This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

[Remainder of page intentionally left blank]

SECTION 30. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 18th day of September, 2014.

_____
Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

_____
City Clerk

EXHIBIT A

FORM OF OFFICIAL NOTICES OF SALE AND SUMMARY NOTICE OF SALE

EXHIBIT B

FORM OF CERTIFICATE OF MAYOR AND DIRECTOR OF FINANCE

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT E

FORM OF PAYING AGENT AND BOND REGISTRAR AGREEMENT

EXHIBIT F

FORM OF ESCROW DEPOSIT AGREEMENT

CITY OF ST. PETERSBURG, FLORIDA

$_____*_

PUBLIC UTILITY REVENUE BONDS, SERIES 2014A

$_____*_

PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B

OFFICIAL NOTICE OF SALE

The Public Utility Revenue Bonds, Series 2014A (the "2014A Bonds") and Public Utility Refunding Revenue Bonds, Series 2014B (the "2014B Bonds" and together with the 2014A Bonds, the "2014 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the City of St. Petersburg, Florida (the "City") for the purchase of the 2014 Bonds via the Parity Electronic Bid Submission System ("Parity") in the manner described below. Bids for the 2014A Bonds will be received until 10:45 a.m. eastern time, on _____, _____, 2014 and bids for the 2014B Bonds will be received until 11:00 a.m. eastern time, on _____, _____, 2014 or on such other dates and/or times as may be established by the Director of Finance of the City or her designee, no less than ten (10) days after the date of publication of the summary notice of sale and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at (212) 849-5021. The use of Parity shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

_____, 2014

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* Preliminary, subject to adjustment as provided herein

OFFICIAL NOTICE OF SALE

CITY OF ST. PETERSBURG, FLORIDA
$_____*
PUBLIC UTILITY REVENUE BONDS, SERIES 2014A
$_____*
PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B

The Public Utility Revenue Bonds, Series 2014A (the "2014A Bonds") and Public Utility Refunding Revenue Bonds, Series 2014B (the "2014B Bonds" and together with the 2014A Bonds, the "2014 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the City of St. Petersburg, Florida (the "City") for the purchase of the 2014 Bonds via the Parity Electronic Bid Submission System ("Parity") in the manner described below. Bids for the 2014A Bonds will be received until 10:45 a.m. eastern time, on _____, _____, 2014 and bids for the 2014B Bonds will be received until 11:00 a.m. eastern time, on _____, _____, 2014 or on such other dates and/or times as may be established by the Director of Finance of the City or her designee, no less than ten (10) days after the date of publication of the summary notice of sale and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at (212) 849-5021. The use of Parity shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto. Only bids submitted through Parity will be considered. No telephone, telefax, telegraph, mail, courier delivery or personal delivery bids will be accepted.

BOND DETAILS

The description of the 2014 Bonds, the purpose thereof and the security therefore, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosure made in the Preliminary Official Statement. See "Disclosure Information" herein.

The 2014 Bonds will be issued initially as single fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2014 Bonds. Individual purchases of the 2014 Bonds may be made only in book-entry form only through Direct Participants (defined herein) in denominations of $5,000 or integral multiples thereof. Purchasers of 2014 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the 2014 Bonds, as nominee for DTC, payments of principal and interest with respect to the 2014 Bonds will be made directly to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners.

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* Preliminary, subject to adjustment as provided herein

The 2014 Bonds will be dated their date of delivery (expected to be _____, 2014) or such other date as may be communicated by Thomson Municipal Market Monitor not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on April 1, 2015, and on each October 1 and April 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

MATURITY SCHEDULE
FOR
THE 2014A BONDS

Maturity (Oct 1)	Principal Amount*	Maturity (Oct 1)	Principal Amount*

* Preliminary; subject to adjustment as provided herein
** Subject to Term Bond Option as described herein

MATURITY SCHEDULE
FOR
THE 2014B BONDS

Maturity (Oct 1)	Principal Amount*	Maturity (Oct 1)	Principal Amount*

* Preliminary; subject to adjustment as provided herein
** Subject to Term Bond Option as described herein

(NOTE: The City reserves the right to modify the maturity schedule shown above prior to the time bids are received. Any such modification will be communicated through the Thomson Municipal Market Monitor (See, "Adjustment of Principal Amounts" below.))

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2014 Bonds will be _____.

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedules") represents an estimate of the principal amount and maturities of the 2014 Bonds that will be sold. The City reserves the right to change the Initial Maturity Schedules by announcing any such change not later than 3:00 p.m., Eastern Time, on the date immediately preceding the date set for receipt of bids, through Thomson Municipal Market Monitor. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for the Official Bid Form.

Furthermore, if after final computation of the bids, the City determines in its sole discretion that the funds necessary to accomplish the purpose of each of the 2014A Bonds and 2014B Bonds is more or less than the proceeds of the sale of all of the 2014A Bonds and 2014B Bonds, the City reserves the right to increase or decrease the aggregate principal amount, by no more than 15% of the principal amounts for the 2014A Bonds and 2014B Bonds stated on the cover of the Preliminary Official Statement and reserves the right to increase or decrease the principal amount by no more than 15% within a given maturity of the 2014A Bonds and 2014B Bonds (to be rounded to the nearest $5,000), or by such other amount as approved by the winning bidder(s).

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2014 Bonds of each series and each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of each series of the 2014 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the 2014A Bonds and 2014B Bonds offered, without taking into account any adjustment in the amount of 2014A Bonds and 2014B Bonds pursuant to this paragraph.

REDEMPTION PROVISIONS

The 2014 Bonds that mature on or before October 1, 20__ are not subject to redemption prior to their maturities.

The 2014 Bonds that mature on or after October 1, 20__, are subject to redemption beginning October 1, 20__ in whole or in part at any time, in any order of maturities at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

TERM BOND OPTION

Any bidder may, at its option, specify that the maturities of the 2014 Bonds maturing after October 1, 20__ will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of the 2014 Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on October 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "BOND DETAILS," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

AUTHORITY AND PURPOSE

The 2014 Bonds are being issued pursuant to Resolution No. 99-227 duly adopted by the City Council of the City on April 22, 1999, as amended and supplemented from time to time, and as particularly amended by Resolution No. 2005-559 duly adopted by the City Council of the City on October 20, 2005 and Resolution No. 2008-256 duly adopted by the City Council of the City on May 15, 2008 (the "Master Resolution") and as particularly supplemented by Resolution No. 2014-___ duly adopted by the City Council of the City on _____, 2014 (the "2014 Resolution" and collectively with the Master Resolution, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal Charter of the City, and other applicable provisions of law (collectively, the "Act").

The proceeds of the 2014A Bonds are being used to (i) acquire, construct and erect improvements to the System, (ii) make a deposit into the Reserve Account in such amount that at least takes into account the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement for the Bonds (as such term is defined in the Preliminary Official Statement) and (iii) to pay certain costs of issuance of the 2014A Bonds.

The proceeds of the 2014B Bonds are being used to (i) advance refund all or a portion of the City's currently outstanding Public Utility Revenue Bonds, Series 2005 maturing on and after October 1, 2016 and (ii) pay certain costs of issuance of the 2014B Bonds.

SECURITY

The 2014 Bonds and the interest thereon are payable from an irrevocable first lien on the Net Revenues of the City's Public Utility System on a parity with the City's Public Utility Revenue Bonds, Series 2005 outstanding after the refunding of the Refunded 2005 Bonds in the aggregate principal amount of $1,620,000, the City's Public Utility Refunding Revenue Bonds, Series 2006 currently outstanding in the aggregate principal amount of $50,740,000, the City's Public Utility Revenue Bonds, Series 2009A currently outstanding in the aggregate principal amount of $50,855,000, the City's Public Utility Refunding Revenue Bonds, Series 2009B currently outstanding in the aggregate principal amount of $14,120,000, the City's Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $28,935,000, the City's Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable – Recovery Zone Economic Development Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $19,695,000, the City's Public Utility Revenue Bonds, Series 2013A currently outstanding in the aggregate principal amount of $41,925,000, the City's Public Utility Refunding Revenue Bonds, Series 2013B currently outstanding in the aggregate principal amount of $43,500,000 and the City's Public Utility Revenue Bonds, Series 2013C currently outstanding in the aggregate principal amount of $24,995,000.

The 2014 Bonds shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of the constitution of Florida, but shall be payable solely from and secured by a lien upon and pledge of the Net Revenues as provided in the Resolution. No registered owners shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any real property therein to pay such principal and interest from any other funds of the City except from the Net Revenues of the System.

RESERVE ACCOUNT AND RATINGS

Upon issuance of the 2014A Bonds, the City will deposit into the Reserve Account proceeds of the 2014A Bonds in such amount that at least takes into account the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement for the Bonds. (Further information about the Reserve Account is set forth in the Preliminary Official Statement under the section titled “SECURITY FOR THE 2014 BONDS”).

Moody’s Investor Services and Fitch Rating have assigned underlying ratings of “___” and “___” to the 2014 Bonds.

TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the 2014A Bonds. The reoffering price for the 2014A Bonds may not be less than 98% of the principal amount of the 2014A Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount (“OID”), original issue premium (“OIP”) and underwriter’s discount may not be equal to or less than 98% of the

principal amount of the 2014A Bonds. The true interest cost for the 2014A Bonds may not exceed 5.00%.

Proposals must be unconditional and for the purchase of all of the 2014B Bonds. The reoffering price for the 2014B Bonds may not be less than 98% of the principal amount of the 2014B Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be equal to or less than 98% of the principal amount of the 2014B Bonds. The true interest cost for the 2014B Bonds may not exceed 4.50%.

The 2014 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2014A Bonds maturing on the same date shall bear the same rate of interest. All 2014B Bonds maturing on the same date shall bear the same rate of interest.

The 2014A Bonds will be awarded to the bidder offering to purchase the 2014A Bonds at the lowest annual interest cost computed on a True Interest Cost basis (the "TIC"). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2014A Bonds back to the Net Bond Proceeds (defined as the par amount of the 2014A Bonds, plus any OIP, less any OID and underwriter's discount on the 2014A Bonds calculated on a 30/360 day count basis to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places.

The 2014B Bonds will be awarded to the bidder offering to purchase the 2014B Bonds at the lowest annual interest cost computed on a True Interest Cost basis (the "TIC"). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2014B Bonds back to the Net Bond Proceeds (defined as the par amount of the 2014B Bonds, plus any OIP, less any OID and underwriter's discount on the 2014B Bonds calculated on a 30/360 day count basis to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places.

THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE CITY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE CITY SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED. IN ADDITION, THE CITY RESERVES THE RIGHT TO AWARD ONE, BOTH OR NEITHER SERIES OF BONDS TO THE SAME OR DIFFERENT BIDDERS AT ITS SOLE DISCRETION.

GOOD FAITH DEPOSIT

If the City selects winning bids, then the successful bidder(s) must submit a "Good Faith Deposit" (the "Deposit") to the City in the form of a wire transfer in the amount of $_____ for 2014A Bonds and $_____ for the 2014B Bonds not later than 2:00 p.m., Eastern Time on the business day following the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the City to be applied as partial payment for the 2014A Bonds and 2014B Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder(s) will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder(s) will be required to pay the standard MSRB charge for the 2014 Bonds purchased. The winning bidder(s) will also be required to execute certain closing documents required by Florida law or required by bond counsel in connection with the delivery of its tax opinion. See "Disclosure; Amendments to Notice of Sale; Notification Obligations of Purchaser" herein.

CUSIP NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the 2014 Bonds, but neither the failure to print such number on any 2014 Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the 2014 Bonds in accordance with their agreement to purchase the 2014 Bonds. All expenses in relation to the printing of CUSIP numbers on the 2014 Bonds shall be paid for by the City; provided, however, that it shall be the responsibility of the successful bidder(s) to timely obtain and pay for the assignment of such CUSIP numbers.

DELIVERY OF THE 2014 BONDS

The City will pay the cost of preparing the 2014 Bonds. The successful bidder(s) is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2014 Bonds will be made on a date specified by the City via DTC Fast. Delivery of and payment for the 2014 Bonds will be made on or about _____, 2014 through the facilities of DTC in New York, New York, or such other time and place mutually acceptable to the successful bidder and the City. Payment of the full purchase price, less the Deposit, shall be made to the City at the closing, in Federal Reserve Funds of the United States of America, without cost to the City.

The legal opinion of Bryant Miller Olive P.A. ("Bond Counsel") will be furnished without charge to the successful bidder(s) at the time of delivery of the 2014 Bonds.

For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2014 Bonds.

There will also be furnished at the time of delivery of the 2014 Bonds, a certificate or certificates of the City (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation of any nature pending or, to the knowledge of the City, threatened, at the time of delivery of the 2014 Bonds, (a) to restrain or enjoin the issuance of the 2014 Bonds or (b) affecting or contesting the validity of the 2014 Bonds, and (c) that the Preliminary Official Statement has been deemed by the City to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (4).

The successful bidder(s) will be responsible for the clearance or exemption with respect to the status of the 2014 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the entire Preliminary Official Statement (including all appendices thereto) before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than 20 hours prior to the bid date and time via Thomson Municipal Market Monitor. Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

Prior to delivery of the 2014 Bonds to the successful bidder, the successful bidder shall file with the City a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread, and the amount of any fee, bonus or gratuity paid in connection with the 2014 Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the City even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2014 Bonds by the City to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the City and Bond Counsel, a certificate verifying information as to the bona fide initial offering prices of the 2014 Bonds to the public and sales of the 2014 Bonds appropriate for determination of the issue price of, and the yield on, the 2014 Bonds under the Internal Revenue Code of 1986, as amended, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the City by executing a printed copy of its winning bid as reported on Parity.

Each bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any “finder's fee” pursuant to Section 218.386, Florida Statutes, prior to the award of the 2014 Bonds, as set forth in Exhibit A.

OFFICIAL STATEMENT

The City shall furnish at its expense within seven (7) business days after the 2014 Bonds have been awarded to the successful bidder(s), or at least three (3) business days before closing, whichever is earlier, up to 150 copies of the final Official Statement, which, in the judgment of the financial advisor to the City will permit the successful bidder to comply with applicable SEC and MSRB rules. The successful bidder(s) may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and operating data relating to the System and the 2014 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the 2014 Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement, as supplemented and amended by this Official Notice of Sale, "deemed final" (except for permitted omissions) by the City in accordance with the Rule can be obtained from the financial advisor to the City, Public Financial Management Inc., 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801 (407) 406-5760 before a bid is submitted. The City's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at http://www.idealprospectus.com.

CITY OF ST. PETERSBURG, FLORIDA

By: /s/Anne A. Fritz
Director of Finance

EXHIBIT A

2014A BONDS
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the 2014A Bonds (NOTE: For information purposes only and not a part of the bid):

The City is proposing to issue $_____ of debt or obligation for the purpose of financing the costs of the acquisition, construction and erection of improvements to the Public Utility System. This debt or obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of _____%, total interest paid over the life of the debt or obligation will be $_____.

The source of repayment or security for this proposal is Net Revenues of the City's Public Utility System in the manner and to the extent described in the Preliminary Official Statement and Official Notice of Sale. Authorizing this debt or obligation will result in _____ of such Net Revenues not being available for other services or purposes of the City each year for __ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the 2014A Bonds, except as provided below:

Bidder's Name: _____

By: _____

Title: _____

Date: _____

2014B BONDS
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the 2014B Bonds (NOTE: For information purposes only and not a part of the bid):

The City is proposing to issue $_____ of debt or obligation for the purpose of refunding all or a portion of the Public Utility Revenue Bonds, Series 2005 maturing on and after October 1, 2016. This debt or obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of _____%, total interest paid over the life of the debt or obligation will be $_____.

The source of repayment or security for this proposal is Net Revenues of the City's Public Utility System in the manner and to the extent described in the Preliminary Official Statement and Official Notice of Sale. Authorizing this debt or obligation will result in _____ of such Net Revenues not being available for other services or purposes of the City each year for __ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the 2014B Bonds, except as provided below:

Bidder's Name: _____

By: _____

Title: _____

Date: _____

SUMMARY NOTICE OF SALE

City of St. Petersburg, Florida
$_____*
Public Utility Revenue Bonds, Series 2014A
$_____*
Public Utility Refunding Revenue Bonds, Series 2014B

Bids for the above captioned bonds (the "2014A Bonds" and "2014B Bonds," collectively referred to herein, the "2014 Bonds") will be received by the City of St. Petersburg, Florida (the "City"), via the Parity Electronic Bid Submission System ("Parity"). Bids for the 2014A Bonds will be received until 10:45 a.m. eastern time, on _____, _____, 2014 and bids for the 2014B Bonds will be received until 11:00 a.m. eastern time, on _____, _____, 2014 or on such other dates and/or times as may be established by the Director of Finance of the City or her designee no less than ten (10) days after the date of publication of this notice and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received (the "Bid Dates").

Such bids are to be opened in public at said times and place on said day for the purchase of the 2014 Bonds. The 2014A Bonds are being issued to (i) acquire, construct and erect the 2014A Project (ii) make a deposit into the Reserve Account in such amount that at least takes into account the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement for the Outstanding Bonds and (iii) pay certain costs of issuance of the 2014A Bonds. The 2014B Bonds are being issued to (i) advance refund all or a portion of the City's outstanding Public Utility Revenue Bonds, Series 2005 which mature on and after October 1, 2016 and (ii) pay certain costs of issuance of the 2014B Bonds.

The approving opinion of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, will be furnished to the successful bidder(s) at the expense of the City.

Electronic copies of the Preliminary Official Statement and the Official Notice of Sale relating to the 2014 Bonds will be available at the website address http://www.idealprospectus.com. All of such documents should be read in their entirety by prospective purchasers of the 2014 Bonds. Printed, bound copies of the Preliminary Official Statement will be available through the sale date from the City's financial advisor, Public Financial Management, 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801, telephone 407-406-5760.

City of St. Petersburg, Florida
Anne A. Fritz
Director of Finance

Dated: _____, 2014
*Preliminary, subject to change.

CERTIFICATE OF MAYOR AND DIRECTOR OF FINANCE

In reference to the City of St. Petersburg, Florida Public Utility Revenue Bonds, Series 2014A (the "Series 2014A Bonds") and the City of St. Petersburg, Florida Public Utility Refunding Revenue Bonds, Series 2014B (the "Series 2014B Bonds," and together with the Series 2014A Bonds, the "Series 2014 Bonds"), the undersigned hereby finds, determines and declares:

1. The City Council (the "Council") of the City of St. Petersburg, Florida (the "City") adopted Resolution No. 99-227 on April 22, 1999 (as amended and supplemented from time to time, and as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, and as particularly supplemented by Resolution No. 2014-___ adopted by the City Council of the Issuer on _____, 2014 (collectively, the "Bond Resolution") which authorized the issuance of the Series 2014A Bonds for the primary purpose of financing the acquisition, construction and erection of additions, improvements and extensions to the public utility system of the City, and the Series 2014B Bonds for the primary purpose of advance refunding the Refunded Bonds. All capitalized undefined terms used herein shall have the meanings ascribed thereto in Resolution No. 2014-___ adopted by the City Council of the Issuer on _____, 2014 (the "Authorizing Resolution").

2. Pursuant to the Authorizing Resolution, the undersigned Mayor is authorized by the Council to take the actions required for the award and delivery of the Series 2014 Bonds as set forth in Section 20(3) of the Authorizing Resolution only in the event that they are in receipt of one or more properly delivered bids to purchase the Series 2014 Bonds, said offer to provide for, among other things, (i) the issuance of not exceeding $38,000,000 aggregate principal amount of Series 2014A Bonds, (ii) a true interest cost rate of not more than 5.00% calculated based on the Series 2014A Bonds only, (iii) a final maturity of the Series 2014A Bonds not being later than October 1, 2044, (iv) a purchase price (defined to mean original principal amount of the Series 2014A Bonds plus any related original issue premium less any related original issue discount less related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2014A Bonds plus accrued interest, if any, (v) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the Series 2014A Bonds, (vi) the issuance of not exceeding $50,000,000 aggregate principal amount of Series 2014B Bonds, (vii) a true interest cost rate of not more than 4.50% calculated based on the Series 2014B Bonds only, (viii) a final maturity of the Series 2014B Bonds not being later than October 1, 2034, (ix) a purchase price (defined to mean original principal amount of the Series 2014B Bonds plus any related original issue premium less any related original issue discount less related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2014B Bonds plus accrued interest, if any, (x) net present value debt service savings equal to at least 3% of the principal amount of the Refunded Bonds being refunded with Series 2014B Bond proceeds, and (xi) a completed truth-in-bonding statement in compliance with

Section 218.385, Florida Statutes relating to the Series 2014B Bonds, which findings satisfy the requirements of the Authorizing Resolution.

3. The Series 2014 Bonds have been subjected to competitive bids based on lowest true interest cost in accordance the Authorizing Resolution and applicable law. Bids were solicited pursuant to the Official Notice of Sale. Qualifying bids for the Series 2014A Bonds, attached hereto as Composite Exhibit A-1, were received and were publicly opened. On the basis of the lowest true interest cost to the City, subject to receipt of the good faith deposit in accordance with the terms in the Official Notice of Sale, the Series 2014A Bonds are hereby awarded on an all-or-none basis to _____ (the "2014A Original Purchaser") based on their proposed true interest cost of _____% as set forth on their bid and as verified by the City's Financial Advisor. Qualifying bids for the Series 2014B Bonds, attached hereto as Composite Exhibit A-2, were received and were publicly opened. On the basis of the lowest true interest cost to the City, subject to receipt of the good faith deposit in accordance with the terms in the Official Notice of Sale, the Series 2014B Bonds are hereby awarded on an all-or-none basis to _____ (the "2014B Original Purchaser," and together with the 2014A Original Purchaser the "Original Purchasers") based on their proposed true interest cost of _____% as set forth on their bid and as verified by the City's Financial Advisor.

4. The Series 2014 Bonds are scheduled to be delivered to the 2014A Original Purchaser and the 2014B Original Purchaser on _____, 2014.

5. Pursuant to the authority contained in the Authorizing Resolution the City has heretofore adjusted the final principal amounts and/or Amortization Installments from that which was set forth in the Official Notice of Sale. After making such permitted adjustments:

(a) The aggregate principal amount of the Series 2014A Bonds is $_____.

(b) The aggregate principal amount of the Series 2014B Bonds is $_____.

(c) The purchase price of the Series 2014A Bonds is $_____ (which equals the par amount of the Series 2014A Bonds of $_____ less a related underwriting discount of $_____ plus a related net original issue premium of $_____), bearing interest at the rates hereinafter set forth.

(d) The purchase price of the Series 2014B Bonds is $_____ (which equals the par amount of the Series 2014B Bonds of $_____ less a related underwriting discount of $_____ plus a related net original issue premium of $_____), bearing interest at the rates hereinafter set forth.

(e) The Series 2014 Bonds shall be dated as of the date of their delivery and shall mature on October 1 of the following years, shall bear interest payable on April 1 and October 1, commencing April 1, 2015, with such principal amounts and interest rates as follows:

$_____ City of St. Petersburg, Florida
Public Utility Revenue Bonds, Series 2014A

Maturity (October 1)*	Principal Amount	Interest Rate
	$	%

* Serial Bonds unless otherwise noted
** Denotes Term Bonds

$_____ City of St. Petersburg, Florida
Public Utility Refunding Revenue Bonds, Series 2014B

Maturity (October 1)*	Principal Amount	Interest Rate
	$	%

* Serial Bonds unless otherwise noted
** Denotes Term Bonds

6. The Series 2014 Bonds that mature on or before October 1, _____ are not subject to redemption prior to their maturities. The Series 2014 Bonds that mature on or after October 1, _____, are subject to redemption beginning October 1, _____ in whole or in part at any time, in any order of maturities at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

7. The Series 2014A Bonds maturing on October 1, _____ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the

operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

$_____ Series 2014A Term Bonds Due October 1, _____*
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
*	$

*Final maturity.

The Series 2014B Bonds maturing on October 1, _____ and October 1, _____ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

$_____ Series 2014B Term Bonds Due October 1, _____*
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
*	$

*Final maturity.

[Remainder of page intentionally left blank]

EXECUTED this _____ day of _____, 2014.

CITY OF ST. PETERSBURG, FLORIDA

By:_____
Name: Richard D. Kriseman
Title: Mayor

By:_____
Name: Anne A. Fritz
Title: Director of Finance

COMPOSITE EXHIBIT A-1

QUALIFYING BIDS

COMPOSITE EXHIBIT A-2

QUALIFYING BIDS

This Preliminary Official Statement and any information contained herein are subject to completion and amendment. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2014 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

DRAFT-3
GrayRobinson, P.A.
August 22, 2014

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014

NEW ISSUE - FULL-BOOK ENTRY

Moody's: "___"
Fitch: "___"
(See "Ratings" herein)

In the opinion of Bond Counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the 2014 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the 2014 Bonds is not taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. See "TAX EXEMPTION" herein for a description of other tax consequences to holders of the 2014 Bonds.

CITY OF ST. PETERSBURG, FLORIDA

$_____*
PUBLIC UTILITY REVENUE BONDS, SERIES 2014A

$_____*
PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B

Dated: Date of Delivery **Due**: As Shown on Next Page

The City of St. Petersburg, Florida (the "City") is issuing $_____* of its Public Utility Revenue Bonds, Series 2014A (the "2014A Bonds") and $_____* of its Public Utility Refunding Revenue Bonds, Series 2014B (the "2014B Bonds" and collectively with the 2014A Bonds, the "2014 Bonds"). The 2014 Bonds are being issued in fully registered form and, when initially issued, will be registered to Cede & Co. as nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of bond certificates. Interest on the 2014 Bonds will be payable semi-annually beginning on April 1, 2015 and on each October 1 and April 1 thereafter.

The 2014 Bonds are subject to optional redemption and mandatory redemption as described herein.

The proceeds of the 2014A Bonds are being used to (i) acquire, construct and erect the 2014A Project (as described herein – see "PURPOSE OF THE 2014 BONDS – The 2014A Project"), (ii) to make a deposit into the Reserve Account in such amount that at least takes into account the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement for the Outstanding Bonds (see "SECURITY FOR THE BONDS – Reserve Account") and (iii) to pay certain costs of issuance of the 2014A Bonds. The proceeds of the 2014B Bonds are being used to (i) advance refund all or a portion of the City's outstanding Public Utility Revenue Bonds, Series 2005 which mature on and after October 1, 2016 (the "Refunded 2005 Bonds"), (see "PURPOSE OF THE 2014 BONDS – The Refunding Plan") and (ii) pay certain costs of issuance of the 2014B Bonds.

The 2014 Bonds and the interest thereon are payable from an irrevocable first lien on the Net Revenues of the City's Public Utility System on a parity with the City's Public Utility Revenue Bonds, Series 2005 outstanding after the refunding of the Refunded 2005 Bonds in the aggregate principal amount of $1,620,000*, the City's Public Utility Refunding Revenue Bonds, Series 2006 currently outstanding in the aggregate principal amount of $50,740,000, the City's Public Utility Revenue Bonds, Series 2009A currently outstanding in the aggregate principal amount of $50,855,000, the City's Public Utility Refunding Revenue Bonds, Series 2009B currently outstanding in the aggregate principal amount of $14,120,000, the City's Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $28,935,000, the City's Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable – Recovery Zone Economic Development Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $19,695,000, the City's Public Utility Revenue Bonds, Series 2013A currently outstanding in the aggregate principal amount of $41,925,000, the City's Public Utility Refunding Revenue Bonds, Series 2013B currently outstanding in the aggregate principal amount of $43,500,000 and the City's Public Utility Revenue Bonds, Series 2013C currently outstanding in the aggregate principal amount of $24,995,000.

The 2014 Bonds are being issued pursuant to Resolution No. 99-227 duly adopted by the City Council of the City on April 22, 1999, as amended and supplemented from time to time, and as particularly amended by Resolution No. 2005-559 duly adopted by the City Council of the City on October 20, 2005 and Resolution No. 2008-256 duly adopted by the City Council of the City on May 15, 2008 (the "Master Resolution") and as particularly amended and supplemented by Resolution No. 2013-400 duly adopted by the City Council of the City on October 3, 2013 (the "2013 Resolution") and as supplemented by Resolution No. 2014-____ duly adopted by the City Council of the City on _____, 2014 (the "2014 Resolution" and collectively with the Master Resolution and the 2013 Resolution, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal Charter of the City, and other applicable provisions of law (collectively, the "Act").

The 2013 Resolution contains amendments to the Bond Resolution that will become effective only upon the receipt by the City of certain consents to such amendments, as described herein. The initial purchasers of the 2014 Bonds along with the purchasers of

the 2013C Bonds shall be deemed to have consented to all of such amendments as a result of their purchase of the 2013C Bonds and the 2014 Bonds. See "PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION" herein.

Neither the 2014 Bonds nor the interest thereon constitute a general indebtedness of the City within the meaning of any constitutional, statutory or charter provision or limitation. No owner or owners of any 2014 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any real property therein, to pay the 2014 Bonds or the interest thereon.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The 2014 Bonds are offered for delivery when, as and if issued by the City and received by the Original Purchasers, subject to the approval of legality by Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the City by John C. Wolfe, Esq., City Attorney, or other designated City Attorney, and GrayRobinson, P.A., Tampa, Florida, Special Disclosure Counsel to the City. Public Financial Management, Inc., Orlando, Florida, is serving as Financial Advisor to the City. It is expected that the 2014 Bonds in definitive form will be available for delivery in New York, New York on or about _____, 2014.

ELECTRONIC BIDS FOR THE 2014A BONDS PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY THE CITY UNTIL 10:45 A.M., EASTERN TIME ON _____, _____, 2014, OR SUCH OTHER DATE AS DESCRIBED IN THE OFFICIAL NOTICE OF SALE THROUGH THE PARITY COMPETITIVE BIDDING SYSTEM.

ELECTRONIC BIDS FOR THE 2014B BONDS PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY THE CITY UNTIL 11:00 A.M., EASTERN TIME ON _____, _____, 2014, OR SUCH OTHER DATE AS DESCRIBED IN THE OFFICIAL NOTICE OF SALE THROUGH THE PARITY COMPETITIVE BIDDING SYSTEM.

Dated: _____, 2014.

_____

*Preliminary, subject to change.

CITY OF ST. PETERSBURG, FLORIDA

$_____*	$_____*
PUBLIC UTILITY REVENUE BONDS, SERIES 2014A	**PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B**

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$_____ 2014A Serial Bonds

Maturity (October 1)	Amounts	Interest Rate	Yield	Price	Initial CUSIP Number**

$_____ ____% Term Bond due October 1, 20___, Yield ___%, Price ___%; Initial CUSIP No. _____**

$_____ 2014B Serial Bonds

Maturity (October 1)	Amounts	Interest Rate	Yield	Price	Initial CUSIP Number**

$_____ ____% Term Bond due October 1, 20___, Yield ___%, Price ___%; Initial CUSIP No. _____**

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* Preliminary, subject change.

** CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standards & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the purchasers of the Series 2014 Bonds. Neither the City nor the Original Purchasers shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

CITY OF ST. PETERSBURG, FLORIDA

ELECTED OFFICIALS

MAYOR
Richard D. Kriseman

CITY COUNCIL

District 1 – Charles Gerdes
District 2 – James R. Kennedy, Jr.
District 3 – William H. Dudley, Chair
District 4 – Darden Rice
District 5 – Steve Kornell, Vice Chair
District 6 – Karl Nurse
District 7 – Wengay "Newt" Newton, Sr.
District 8 – Amy Foster

APPOINTED OFFICIALS
Gary Cornwell, City Administrator
John C. Wolfe, Esq., City Attorney
Mark A. Winn, Chief Assistant City Attorney
Anne A. Fritz, Director of Finance
Chandrahasa Srinivasa, City Clerk
Michael J. Connors, Administrator, Public Works
Steve Leavitt, Director of Water Resources

BOND COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

SPECIAL DISCLOSURE COUNSEL
GrayRobinson, P.A.
Tampa, Florida

FINANCIAL ADVISOR
Public Financial Management, Inc.
Orlando, Florida

No dealer, broker, salesman or other person has been authorized to make any representation, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2014 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information contained in this Official Statement has been obtained from public documents, records and other sources considered to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the City expressly makes no representation that such estimates, assumptions and opinions will be realized or fulfilled. Any information, estimates, assumptions and matters of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder, shall under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE 2014 BONDS, THE ORIGINAL PURCHASERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH 2014 BONDS AT THE LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2014 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE 2014 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE 2014 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE 2014 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Preliminary Official Statement is in a form deemed final by the City for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted under Rule 15c2-12(b)(1).

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OFFICIAL STATEMENT

CITY OF ST. PETERSBURG, FLORIDA

$_____*	$_____*
PUBLIC UTILITY REVENUE BONDS, SERIES 2014A	**PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2014B**

INTRODUCTORY STATEMENT

The purpose of this Official Statement, which includes the cover page and the Appendices, is to provide information concerning the City of St. Petersburg, Florida (the "City") and the City's $_____* Public Utility Revenue Bonds, Series 2014A (the "2014A Bonds") and $_____* of its Public Utility Refunding Revenue Bonds, Series 2014B (the "2014B Bonds" and collectively with the 2014A Bonds, the "2014 Bonds"). Further information about the City is set forth in APPENDIX A – "General Description of the City and Selected Statistics" and about the City's Public Utility System in APPENDIX C – "Public Utilities System."

The 2014 Bonds are being issued pursuant to Resolution No. 99-227 duly adopted by the City Council of the City on April 22, 1999, as amended and supplemented from time to time, and as particularly amended by Resolution No. 2005-559 duly adopted by the City Council of the City on October 20, 2005 and Resolution No. 2008-256 duly adopted by the City Council of the City on May 15, 2008 (the "Master Resolution") and as particularly amended and supplemented by Resolution No. 2013-400 duly adopted by the City Council of the City on October 3, 2013 (the "2013 Resolution") and as supplemented by Resolution No. 2014-___ duly adopted by the City Council of the City on _____, 2014 (the "2014 Resolution" and collectively with the Master Resolution and the 2013 Resolution, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal Charter of the City, and other applicable provisions of law (collectively, the "Act").

The 2013 Resolution contains amendments to the Bond Resolution that will become effective only upon the receipt by the City of certain consents to such amendments, as described herein. The initial purchasers of the 2014 Bonds shall be deemed to have consented to all of such amendments as a result of their purchase of the 2014 Bonds. See "PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION" herein.

The Bonds are being issued on a parity with the City's Public Utility Revenue Bonds, Series 2005 to be outstanding after the refunding of the Refunded 2005 Bonds (as hereinafter defined) in the aggregate principal amount of $1,620,000* (the "Unrefunded 2005 Bonds"), the City's Public Utility Refunding Revenue Bonds, Series 2006 currently outstanding in the aggregate principal amount of $50,740,000, the City's Public Utility Revenue Bonds, Series 2009A currently outstanding in the aggregate principal amount of $50,855,000, the City's Public Utility Refunding Revenue Bonds, Series 2009B currently outstanding in the aggregate principal amount of $14,120,000, the City's Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $28,935,000, the City's Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable – Recovery Zone Economic Development Bonds – Direct Subsidy) currently outstanding in the aggregate principal amount of $19,695,000, the City's Public Utility Revenue Bonds, Series 2013A currently outstanding in the aggregate principal amount of $41,925,000, the City's Public Utility Refunding Revenue Bonds, Series 2013B currently outstanding in the aggregate principal amount of $43,500,000 and the City's Public Utility Revenue Bonds, Series 2013C currently outstanding in the aggregate principal amount of $24,995,000.

Definitions of certain capitalized words and terms used herein are contained in the "Composite of the Bond Resolution" in APPENDIX E hereto.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the 2014 Bonds, the security for the payment of the 2014 Bonds, and the rights and obligations of holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the 2014 Bonds.

PURPOSE OF THE 2014 BONDS

The proceeds of the 2014A Bonds are being used to (i) acquire, construct and erect the 2014A Project (as described below), (ii) to make a deposit into the Reserve Account in such amount that at least takes into account the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement for the Outstanding Bonds (see "SECURITY FOR THE BONDS – Reserve Account"), and (iii) to pay certain costs of issuance of the 2014A Bonds. The proceeds of the 2014B Bonds are being used to (i) advance refund all or a portion of the City's Public Utility Refunding Revenue Bonds, Series 2005 that mature on or after October 1, 2016 (the "Refunded 2005 Bonds"), and (ii) pay certain costs of issuance of the 2014B Bonds.

The 2014A Project

A portion of the proceeds from the issuance of the 2014A Bonds will be used to finance and/or reimburse the acquisition, construction and erection of the 2014A Project. The 2014A Project includes the following projects to the System (as defined herein and as described in APPENDIX C – "Public Utilities System"):

(i) Replacement of existing pipelines and facilities in the Water Treatment and Distribution System at an approximate cost of $5,140,000;

(ii) Replacement and rehabilitation of the Wastewater Collection System at an approximate cost of $6,900,000;

(iii) Rehabilitation of existing facilities and enhancement of reliability of treatment processes to Water Reclamation Facilities at an approximate cost of $19,102,000;

(iv) Rehabilitation of Wastewater Lift Stations at an approximate cost of $1,250,000;

(v) the acquisition, construction and erection of improvements to the System to be acquired, constructed and erected in accordance with plans on file at the office of the City, as such plans may be modified from time to time.

The Refunding Plan

Upon delivery of the 2014B Bonds, U.S. Bank National Association, Orlando, Florida (the "Escrow Agent"), will enter into an Escrow Deposit Agreement (the "Escrow Agreement") with the City

to provide for the advance refunding of the Refunded 2005 Bonds. The Escrow Agreement creates an irrevocable escrow deposit trust fund (the "Escrow Fund") which is held by the Escrow Agent, and the money and securities held therein are to be applied to the payment of principal of, interest and applicable redemption premium on the Refunded 2005 Bonds, as the same become due and payable, whether at maturity or redemption prior to maturity. Immediately upon the issuance and delivery of the 2014B Bonds, the City will deposit certain of the proceeds from the sale of the 2014B Bonds into the Escrow Fund, together with other legally available moneys of the City. Money deposited in the Escrow Fund will be invested in direct United States Treasury obligations (the "Refunding Securities") maturing in amounts and bearing interest at rates sufficient, together with any cash held uninvested in the Escrow Fund, to legally defease the Refunded 2005 Bonds in accordance with the Bond Resolution. It is expected that the Refunded 2005 Bonds will be redeemed on October 1, 2015 with proceeds of the 2014B Bonds and any other legally available moneys. The maturing principal amount of and interest on the Refunding Securities and any cash held in the Escrow Fund, in the amounts needed to pay the principal of, interest on and redemption premium with respect to the Refunded 2005 Bonds, are pledged solely for the benefit of the holders of the Refunded 2005 Bonds, and will not be available for payment of debt service on the 2014B Bonds.

Upon delivery of the 2014B Bonds, Robert Thomas CPA, LLC (the "Verification Agent") will verify the accuracy of the arithmetical computations of the adequacy of the Refunding Securities to be held in the Escrow Fund to pay, when due, the principal of, interest and premium on the Refunded 2005 Bonds and the "yield" on the 2014 Bonds on the Refunding Securities considered by Bond Counsel in connection with the opinion that the 2014 Bonds are not "arbitrage" bonds within the meaning of Section 148 of the Code. Such verification will be based upon schedules provided by Public Financial Management, Inc., the City's Financial Advisor (the "Financial Advisor"). See "VERIFICATION OF ARITHMETICAL COMPUTATIONS" herein.

Upon delivery of the 2014B Bonds and the deposit of the Refunding Securities into the Escrow Fund, in the opinion of Bryant Miller Olive P.A., Bond Counsel (rendered in reliance upon schedules provided by the Financial Advisor and the verification report of the Verification Agent), the pledge of and lien on the Net Revenues in favor of holders of the Refunded 2005 Bonds shall no longer be in effect.

DESCRIPTION OF THE 2014 BONDS

General

Principal of, and premium, if any, on the 2014 Bonds are payable at the designated corporate office of the Paying Agent, U.S. Bank National Association, Orlando, Florida, which is also acting as Bond Registrar. The 2014 Bonds will be initially issued in the form of a single fully registered 2014 Bond for each maturity of each series. Upon initial issuance, the ownership of each such 2014 Bond will be registered in the registration books kept by the Bond Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). See "DESCRIPTION OF THE 2014 BONDS – Book-Entry Only System." The 2014 Bonds will be dated the date of delivery, and will bear interest at the rates and mature in the amounts and at the times set forth on the inside cover page of this Official Statement. The 2014 Bonds are to be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof. Interest will be payable on April 1, 2015, and semiannually thereafter on October 1 and April 1 of each year. Interest on the 2014 Bonds shall be payable by check or draft mailed to the Registered Owners at their addresses as they appear on the registration books of the City maintained by the Bond Registrar; however, in the case of a Registered Owner of $1,000,000 or more in aggregate principal amount of 2014 Bonds, upon written request of such Registered Owner to the Bond Registrar ten (10) days prior to the Record Date relating to such Interest Payment Date, such interest shall

be paid on the Interest Payment Date in immediately available funds by wire transfer, at the expense of the Registered Owner.

With respect to 2014 Bonds registered in the name of Cede & Co., as nominee of DTC, neither the City nor the Paying Agent will have any responsibility or obligation to any DTC Participant or to any indirect DTC Participant. See "DESCRIPTION OF THE 2014 BONDS – Book-Entry Only System" for the definition of "DTC Participant." Without limiting the immediately preceding sentence, neither the City, the Bond Registrar nor the Paying Agent will have any responsibility or obligation with respect to: (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the 2014 Bonds; (ii) the delivery to any DTC Participant or any other person other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2014 Bonds, including any notice of redemption; or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2014 Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2014 Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent will pay all principal of, premium, if any, and interest on the 2014 Bonds only to or upon the order of the respective Registered Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in the Bond Resolution, and all such payments will be valid and effectual to satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the 2014 Bonds to the extent of the sums so paid. No person other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, will receive a certificated Bond evidencing the obligation of the City to make payments of principal of, premium, if any, and interest on the 2014 Bonds pursuant to the provisions of the Bond Resolution.

Optional Redemption

The 2014 Bonds that mature on or before October 1, 20___ are not subject to redemption prior to their maturities. The 2014 Bonds that mature on or after October 1, 20___, are subject to redemption beginning October 1, 20___ in whole or in part at any time, in any order of maturities at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption

The 2014A Bonds maturing on October 1, 20___ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

$_____ 2014A Term Bonds Due October 1, 20___
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
*	

*Final Maturity.

The 2014B Bonds maturing on October 1, 20___ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

$_____ 2014B Term Bonds Due October 1, 20___
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
*	

*Final Maturity.

Notice of Redemption

At least thirty (30) days prior to the expected redemption date, notice of such redemption shall be filed with the Paying Agent and shall be mailed, postage prepaid to all Registered Owners of the 2014 Bonds to be redeemed at their addresses as they appear on the registration books. Interest shall cease to accrue on any 2014 Bonds duly called for prior redemption, after the redemption date, if payment thereof has been duly provided. The privilege of transfer or exchange of any of the 2014 Bonds selected for redemption is suspended for a fifteen (15) day period preceding the date of selection of the 2014 Bonds to be redeemed. Nothing in the Bond Resolution shall be deemed to require the City to have deposited monies with the Paying Agent or any escrow holder prior to providing such notice of expected redemption.

Any notice of optional redemption given pursuant to the Bond Resolution may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the

Paying Agent to affected Registered Owners of 2014 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Book-Entry Only System

The information under this caption concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book entry system has been obtained from DTC and the City makes no representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the 2014 Bonds. The 2014 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of each series of the 2014 Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's of rating AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such 2014 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2014 Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2014 Bonds, except in the event that use of the book entry system for the 2014 Bonds is discontinued.

To facilitate subsequent transfers, all 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2014 Bonds with DTC and their

registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2014 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2014 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the 2014 Bonds may wish to ascertain that the nominee holding the 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the 2014 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such 2014 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2014 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the 2014 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2014 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2014 Bonds are required to be printed and delivered.

The City may, pursuant to the procedures of DTC, decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository). In that event, the 2014 Bonds will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2014 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE 2014 BONDS OR REGISTERED OWNERS OF THE 2014 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2014 BONDS.

The City can make no assurances that DTC will distribute payments of principal of, redemption premium, if any, or interest on the 2014 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the 2014 Bonds or redemption notices to the Beneficial Owners of such 2014 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The City is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the 2014 Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the 2014 Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the 2014 Bonds may want to discuss the manner of transferring or pledging their interest in the 2014 Bonds with their legal advisors.

For every transfer of ownership interests in the 2014 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

PUBLIC UTILITIES SYSTEM

The Public Utilities System (the "System") includes the treatment, transmission and distribution of potable water; collection, transmission, treatment and effluent disposal of wastewater; storage, pumping, transmission and distribution of reclaimed water; and the collection, transmission and treatment of stormwater to customers within the City and adjacent areas. Also included in the System are the existing properties and assets, real and personal, tangible and intangible, owned or operated by the City that are used or useful for the aforementioned purposes and all properties and assets constructed or acquired as additions, improvements and betterments to the System and extensions thereof. The System is further described in APPENDIX C hereto.

SECURITY FOR THE BONDS

Net Revenues of the System

The principal, interest, and other payments required for the Unrefunded 2005 Bonds, the 2006 Bonds, the 2009A Bonds, the 2009B Bonds, the 2010A Bonds, the 2010B Bonds, the 2013A Bonds, the 2013B Bonds, the 2013C Bonds, the 2014 Bonds and any Additional Parity Obligations hereafter issued (collectively the "Bonds") are secured by and payable solely from an irrevocable first lien upon and pledge of the Net Revenues of the System. Net Revenues of the System are the Gross Revenues of the System after deduction of the Cost of Operation and Maintenance. Gross Revenues include all income or earnings derived by the City from the operation of the System, including connection charges, cost recovery for shared treatment facilities, proceeds of the sale, condemnation and/or insurance on the System, and any income from the investment of moneys in the Operating Fund, the Debt Service Fund and the Improvement Fund. Gross Revenues shall also include any special assessments lawfully levied by the City upon users of the System, but shall not include any Impact Fees, federal or state grants, Contributions in Aid of Construction, or the proceeds, if any, from wellfields or property related thereto or property available for use as wellfields and in either case currently owned by the City and located in

Pasco or Hillsborough County. Direct Subsidy Payments expected to be received from the United States Treasury Secretary with respect to the 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.* In addition, Gross Revenues shall not include any income from the investment of the Operating Reserve Funds. "Cost of Operation and Maintenance" of the System means the current expenses, paid or accrued, of operation, maintenance and repair of the System, as calculated in accordance with sound accounting practice, but shall not include "non-direct" administrative expenses allocated from non-utility system departments (but shall include the cost of billings and collections), payments in lieu of taxes, any reserve for renewals and replacements, extraordinary repairs or any allowance for depreciation. "Cost of Operation and Maintenance" shall also include amounts payable by the City to Tampa Bay Water, a Regional Water Supply Authority ("Tampa Bay Water") or any other supplier of water for the cost of purchased water or the right to receive water. See "Composite of the Bond Resolution" included as APPENDIX E hereto.

The City received a lump sum partial payment of $93,400,000 pursuant to the sale of the City's water supply facilities to Tampa Bay Water on September 29, 1998. The $93,400,000 proceeds from the sale of the water supply facilities were transferred to the Operating Reserve Fund pursuant to the Master Resolution. All investment earnings thereon, except as set forth in the next sentence, shall only be used for the purpose of purchasing water for use by the System. The City is restricted by provisions of the Master Resolution as to the use of amounts on deposit in the Operating Reserve Fund to acquire, construct and erect additional facilities for the production of water and the transmission thereof to the System. Amounts on deposit in the Operating Reserve Fund may not be used to pay the principal of or interest on the Bonds.

By Resolution No. 2008-256 adopted by the City Council on May 15, 2008, the Master Resolution was amended to provide that in addition to providing that moneys in the Operating Reserve Fund, including investment earnings thereon, may be used for the purpose of acquiring, constructing and erecting additional facilities for the production of water and the transmission thereof to the System, such moneys may also be used for making interfund loans for a public purpose, subject to approval by the City Council and the written consent of the Credit Facility Issuers. See "Composite of the Bond Resolution" included as APPENDIX E hereto.

The City Council adopted Resolution No. 2008-257 on May 15, 2008 approving an interfund loan of $8,995,565 from the Operating Reserve Fund. The Credit Facility Issuers both provided their written consents. In connection with the City's issuance of its Excise Tax Refunding Revenue Bonds, Series 1993 (the "Excise Tax Bonds"), the City funded the "1993 Reserve Subaccount" therefore in an amount equal to $8,995,565 through the purchase of a surety bond from Financial Guaranty Insurance Company ("FGIC"). FGIC has since been downgraded by the rating agencies. Accordingly, the City was required to replace such FGIC surety bond with cash or permitted investments or another surety bond, insurance policy or letter of credit. Based upon the advice of the City's Financial Advisor, the City determined that the most cost effective manner to satisfy such requirement was to replace the surety bond with sufficient cash to meet the "Reserve Requirement" for the Excise Tax Bonds. Accordingly, an interfund loan was made to the 1993 Reserve Account for the Excise Tax Bonds. The proceeds of such interfund loan

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* Pursuant to the Sequestration Transparency Act of 2012 (P.L. 112-155) and as required by the Budget Control Act of 2011, the payments authorized for direct-pay bonds, such as the 2010A Bonds and the 2010B Bonds, issued under the Recovery and Reinvestment Act of 2009 are included in the sequestration to reduce the federal deficit by $1.2 trillion. The Internal Revenue Service's Office of Tax Exempt Bonds has announced that the sequester reduction percentage for Direct Subsidy Payments on or after October 1, 2013 and before October 1, 2014 will be 7.2% of gross interest on 2010A Bonds and 2010B Bonds, estimated by the City to equal approximately $85,354.52 on the 2010A Bonds and the 2010B Bonds. Payment of debt service on the 2010A Bonds and the 2010B Bonds is not contingent upon receipt by the City of the Direct Subsidy Payments and the City does not expect any such reduction in Direct Subsidy Payments will effect its ability to pay debt service on the 2010A Bonds and the 2010B Bonds.

($8,995,565) have been invested in Investment Obligations (as such term is defined in the Resolution for the Excise Tax Bonds). Accordingly, the interest rate on the interfund loan payable to the Operating Reserve Fund is equal to the investment return from the Investment Obligations. The maturity date of such interfund loan is October 1, 2015.

Subordinate Lien State Loans

In 1998, the Florida Department of Environmental Protection (the "DEP") developed a State Revolving Fund ("SRF") Loan Program. The City has entered into six (6) State Revolving Fund Loan Agreements for wastewater facilities (the "SRF Agreements"), four (4) with the DEP and two (2) with the Florida Water Pollution Control Financing Corporation (the "Corporation"). The SRF Agreements constitute Subordinate Debt for purposes of the Bond Resolution. The City is required to make semi-annual principal and interest payments on the SRF Loans. There can be no assurance of further federal or state funding for this program.

Completed Loans

Loan Approval Date	Issue Date	Loan Number	Original Loan Amount	Remaining Loan Amount[1]	Interest Rate	Maturity
Apr. 15, 1998	03/15/01	CS120521010	$13,227,511	$5,410,345	3.11-3.18%	09/15/20
May 4, 2000	09/15/03	CS120521020	3,587,494	1,811,709	3.33%	11/15/22
Nov. 27, 2001	09/15/03	CS12052104P	445,776	245,258	3.05%	09/15/23
Nov. 8, 2001	09/05/04	CS120521030	5,851,730	3,234,675	2.93-3.05%	09/15/23
Dec. 5, 2003	01/15/04	WW52105L	4,519,117	2,461,022	2.96%	01/15/24
May 18, 2011	05/15/14	WW520600	6,487,184	6,022,392	2.67%	11/15/32
			$34,118,812	$19,185,401		

(1) As of August 15, 2014.

Under the SRF Agreements, the DEP and the Corporation have liens on what is referred to in the SRF Agreements as the "pledged revenues" (the "SRF Loan Pledged Revenues"), such lien being prior and superior to any other lien, pledge or assignment of the SRF Pledged Revenues but is inferior to the lien on the Bonds. For purposes of the SRF Loans, "Pledged Revenues" means the Gross Revenues from the operation of the System after the payment of the Cost of Operation and Maintenance and all annual payments in connection with the Bonds issued under the Bond Resolution.

Bonds Not a Debt of the City

The Bonds shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of the constitution of Florida, but shall be payable solely from and secured by a lien upon and pledge of the Net Revenues as provided in the Bond Resolution. No registered owners shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any real property therein to pay such principal and interest from any other funds of the City except from the Net Revenues of the System.

Reserve Account

A Reserve Account within the Debt Service Fund has been established by the Bond Resolution to secure the Bonds. Any withdrawals from the Reserve Account or any deficiencies in the Reserve Account shall be subsequently restored from the first moneys available in the Operating Fund, on a pro

rata basis after all required current payments for Cost of Operation and Maintenance and all current applications and allocations to the other accounts in the Debt Service Fund, including all deficiencies for prior payments having been made in full. The City may deposit into the Reserve Account an amount such that not less than the Reserve Account Requirement (as defined in the "Composite of the Bond Resolution" in APPENDIX E) shall be on deposit not later than sixty months after the date of issuance of a series of the Bonds or the date of any such withdrawal from the Reserve Account (assuming equal monthly payments for such sixty month period) or not later than such earlier date as shall be determined by the resolution authorizing such series of Bonds. For any series of Bonds, the City may provide that the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement shall be an amount covered by obtaining bond insurance issued by a reputable and recognized municipal bond insurer, by a surety bond, by a letter of credit or any combination thereof or by such other form of credit enhancement as shall be approved by subsequent resolution of the City. Such resolution may also provide for the substitution of such credit enhancement. Moneys in the Reserve Account shall be used only for the purpose of the payment of Amortization Installments, principal of, or interest on the Bonds when the other moneys allocated to the other accounts in the Debt Service Fund are insufficient therefore, and for no other purpose. Investments in the Reserve Account shall be valued on September 30 of each year at their market value. See "Composite of the Bond Resolution – Disposition of Gross Revenues" included as APPENDIX E hereto.

From proceeds of the 2014A Bonds, the City will deposit into the Reserve Account an amount equal to $_____ in addition to cash or investments in the amount of $_____ already on deposit. Following such deposit, cash and/or Investment Securities in an amount equal to $_____ will be on deposit in the Reserve Account.

The City purchased a surety bond from Financial Security Assurance Inc. ("FSA") in 2003 (the "2003 Reserve Policy"). The principal amount of the 2003 Reserve Policy on deposit in the Reserve Account is currently $3,094,784.86. The 2003 Reserve Policy will terminate on October 1, 2033. FSA was acquired by Assured Guaranty Corp. ("Assured") in July 2009. The insurer financial strength rating of Assured is "A2" by Moody's Investors Services ("Moody's") and "AA" by Standard & Poor's ("S&P").

In lieu of a cash deposit into the Reserve Account, the City purchased a surety bond from MBIA Insurance Corporation ("MBIA") in the amount of $2,915,963.74 in connection with the issuance of the 2005 Bonds (the "2005 Reserve Policy") and deposited it into the Reserve Account. The 2005 Reserve Policy has a termination date of October 1, 2035 and, along with the 2003 Reserve Policy (which terminates on October 1, 2033), will secure the holders of the Unrefunded 2005 Bonds, the 2006 Bonds, the 2009A Bonds, the 2009B Bonds, the 2010A Bonds, the 2010B Bonds, the 2013A Bonds, the 2013B Bonds, the 2013C Bonds and the 2014 Bonds. The 2005 Reserve Policy is payable to the Paying Agent on any Interest Payment Date on which a deficiency exists which cannot be cured by funds available in the Debt Service Fund. Upon termination of the 2003 Reserve Policy, the 2005 Reserve Policy together with cash on deposit in the Reserve Account will not meet the Reserve Account Requirement for the Bonds. Accordingly, the City will be required to provide the difference between the amounts on deposit in the Reserve Account and the then Reserve Account Requirement (deficiency estimated to equal $_____ on October 1, 2033) by depositing sufficient money or a surety bond, a letter of credit or any combination thereof, or by such other form of credit enhancement as shall be approved by subsequent resolution of the City. Upon termination of the 2005 Reserve Policy and assuming the above deposit on October 1, 2033, the City will be required to provide the difference between the amounts on deposit in the Reserve Account and the Reserve Account Requirement (deficiency estimated to equal $_____) by depositing sufficient money or a surety bond, a letter of credit or any combination thereof, or by such other form of credit enhancement as shall be approved by subsequent resolution of the City.

MBIA, Inc., of which MBIA is a bond insurance subsidiary, has restructured its insurance subsidiaries to form a new U.S. public finance-only insurer, MBIA Insurance Corp. of Illinois, renamed National Public Finance Guarantee Corporation ("National"). The insurer financial strength of National is rated "A3" by Moody's and "AA-" by S&P. The City is not required to replace the MBIA surety bond with cash or permitted investments or another surety bond as a result of any further downgrades of National.

See "SECURITY FOR THE BONDS – Reserve Account." Also, see "PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION" and APPENDIX E – "Composite of Bond Resolution" for a description of springing amendments to the Bond Resolution including the ability of the City to create separate subaccounts in the Reserve Account to secure any series of Bonds issued in the future and the amendment to the definition of "Reserve Account Requirement" allowing for it to be set at $0 as applicable to any such subaccounts if deemed advantageous to be determined upon issuance of such series.

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HISTORICAL SYSTEM REVENUES, EXPENSES AND BOND SERVICE COVERAGE

	Fiscal Years Ended September 30 (000's omitted)				
	2009[1]	**2010**[1]	**2011**[1]	**2012**[1]	**2013**[1]
Gross Revenues	$103,496	$104,214[3]	$110,235	$116,214	$117,231
Less:					
Cost of Operation & Maintenance[2]	(75,516)	(77,131)[4]	(79,970)	(79,347)	(82,257)
Net Revenue Available for Bond Service Requirement	$27,980	$27,083	$30,265	$36,867	$34,974
Annual Bond Service Requirement on the Bonds	11,691	12,561	14,973[4]	17,156[4]	17,211[4][5]
Maximum Bond Service Requirement on the Bonds	14,133	14,133	17,491	17,490	19,376
Bond Service Coverage					
Annual Basis[5]	2.39x	2.16x	2.02x	2.15x	2.03x
Maximum Basis	1.97x	1.92x	1.73x	2.11x	1.81x
Bond Service Coverage Including Subordinate Debt Service:					
Annual Required Debt Service	$13,634	$14,504	$16,916	$19,099	$19,394
Maximum Debt Service Requirement	16,076	16,076	19,433	19,433	21,273
Debt Service Coverage:					
Annual Basis	2.05x	1.87x	1.79x	1.93x	1.80x
Maximum Basis	1.74x	1.68x	1.56x	1.90x	1.64x

(1) Derived from audited financial statements included in the City's Annual Comprehensive Financial Reports for the Fiscal Years ended September 30, 2009 through 2013.
(2) Gross expenses less depreciation, interest and general administrative costs.
(3) Excludes loss on disposal of capital assets related to prior period adjustments.
(4) Not reduced by Interest Subsidies received for the 2010A & 2010B Public Utility Revenue Bonds.
(5) Does not include 2013C Public Utility Revenue Bonds as these were issued in November 2013.

Source: Department of Finance, City of St. Petersburg, Florida.

FY 2015 UTILITY RATE STUDY

[Subject to update.]

Burton & Associates (the "Rate Consultant") conducted a comprehensive Water, Wastewater, and Reclaimed Water Utility Rate Study (the "Study") for the City's System that consisted of a Revenue Sufficiency Analysis ("RSA") and Cost of Service Allocation. The Report is included as APPENDIX D and describes in detail the assumptions, procedures, and results of the Study, including the Rate Consultant's conclusions and recommendations.

Rate Consultant's Conclusions and Recommendations

Based upon the RSA presented in the Report and the results presented in the Report, the Rate Consultant reached the following conclusions and recommendations:

- In Fiscal Year 2015, a combined increase in water, wastewater, and reclaimed water retail rates of ____% is necessary to satisfy the System's projected operating and maintenance expenditure and capital requirements, while maintaining adequate reserves and debt service coverage levels that are indicative of financially strong utility systems as measured by municipal utility rating agencies and consistent with industry practice.

- Beginning in Fiscal Year 2016, the System should begin increasing its annual transfer to the Capital Projects Fund by $1 million per year in order to increase the amount of its annual capital improvement requirements funded on a pay-as-you-go basis, resulting in a more balanced distribution of cash versus debt funding for its annual capital costs.

- The completion of the Albert Whitted Water Reclamation Facility Decommissioning and Biosolids to Energy projects results in a 34% savings in wastewater rates over a 20-year projection period to the City's typical residential user.

- The City should continue to update this analysis on an annual basis to evaluate the adequacy of its revenues and plan of annual water, wastewater, and reclaimed water rate increases. Doing so will allow for the incorporation of updated revenue and expense information as well as changes in economic conditions, water consumption, regulatory requirements, and other factors so that any necessary adjustments can be made to the financial management plan presented herein. This will ensure that the System will be able to meet its financial and operating requirements during the projection period and minimize rate impacts to customers from future events occurring differently than currently projected.

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Projected System Revenues, Expenses and Bond Service Coverage[1]

	Fiscal Years Ended September 30 (000's omitted)					
	2015	**2016**	**2017**	**2018**	**2019**	**2020**
Gross Revenues	$123,537	$129,645	$134,039	$138,598		
Less:						
Cost of Operation & Maintenance	(80,934)	(83,289)	(80,789)	(82,648)		
Net Operating Revenue	$42,603	$46,356	$53,250	$55,950		
Other Revenue Available For Debt Service	2,563	2,729	2,880	3,080		
Net Revenue Available For Debt Service	$45,166	$49,085	$56,130	$59,030		
Annual Bond Service Requirement on the Bonds	$22,905	$26,580	$28,137	$29,163		
Bond Service Coverage						
Annual Basis[2]	1.97x	1.85x	1.99x	2.02x		
Bond Service Coverage Including Subordinate Debt Service:						
Annual Required Debt Service	$25,224	$28,899	$30,456	$31,482		
Debt Service Coverage						
Annual Basis	1.79x	1.70x	1.84x	1.88x		

(1) Derived from the "FY 2015 Utility Rate Study – Schedule 7" included in APPENDIX D hereto. Reference is made to the Report and Schedule 7 for the assumptions for the above table and the footnotes to Schedule 7. For actual debt service see "DEBT SERVICE REQUIREMENTS – Aggregate Debt Service."
(2) 1.15x is required by the rate covenant in the Bond Resolution for the Senior Bonds.

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BOND SERVICE REQUIREMENTS

	2014A Bonds			2014B Bonds			2014A Bonds and 2014B Bonds
Date (Oct. 1)	**Principal**	**Interest**	**Debt Service**	**Principal**	**Interest**	**Debt Service**	**Aggregate Debt Service**
2015							
2016							
2017							
2018							
2019							
2020							
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
2041							
2042							
2043							
2044							
Total							

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DEBT SERVICE REQUIREMENTS

Date (Oct. 1)	2005 Bonds Debt Service	2006 Bonds Debt Service	2009A Bonds Debt Service	2009B Bonds Debt Service	2010A Bonds Debt Service[1]	2010B Bonds Debt Service[1]	2013A Bonds Debt Service	2013B Bonds Debt Service	2013C Bonds Debt Service	2014 Bonds Debt Service	Aggregate Debt Service[1]
2014	$2,917,006.26	$2,639,031.26	$3,144,531.26	$3,261,000.00	$2,097,022.50	$1,299,870.00	$2,160,238.76	$1,966,192.50	$1,025,394.32		
2015	2,915,206.26	2,642,231.26	3,149,231.26	3,263,250.00	2,092,397.50	1,299,870.00	2,182,838.76	1,959,042.50	1,160,823.76		
2016	--	2,639,631.26	3,145,031.26	3,259,000.00	2,091,185.00	1,299,870.00	2,183,638.76	1,961,742.50	1,160,823.76		
2017	--	2,641,431.26	3,145,031.26	3,263,250.00	2,078,185.00	1,299,870.00	2,183,438.76	1,963,992.50	1,160,823.76		
2018	--	2,642,431.26	3,144,031.26	3,260,250.00	2,078,185.00	1,299,870.00	2,187,238.76	1,965,792.50	1,160,823.76		
2019	--	6,107,631.26	2,987,031.26	--	2,086,170.00	1,299,870.00	2,184,838.76	1,902,142.50	1,660,823.76		
2020	--	6,108,431.26	2,990,231.26	--	2,078,130.00	1,299,870.00	2,186,438.76	1,904,992.50	1,660,823.76		
2021	--	6,107,831.26	2,992,431.26	--	2,072,430.00	1,299,870.00	2,186,838.76	1,902,392.50	1,659,573.76		
2022	--	6,110,631.26	2,997,143.76	--	2,061,040.00	1,299,870.00	2,186,038.76	1,899,492.50	1,662,073.76		
2023	--	6,106,631.26	2,999,800.00	--	2,054,190.00	1,299,870.00	2,187,038.76	1,901,292.50	1,658,073.76		
2024	--	6,110,131.26	3,005,325.00	--	2,031,650.00	1,299,870.00	2,184,038.76	1,899,917.50	1,657,823.76		
2025	--	6,108,956.26	3,004,275.00	--	2,024,110.00	1,299,870.00	2,184,838.76	1,902,130.00	1,661,073.76		
2026	--	6,109,300.00	3,010,975.00	--	2,015,880.00	1,299,870.00	2,184,238.76	1,902,730.00	1,662,573.76		
2027	--	6,109,800.00	3,014,875.00	--	1,994,680.00	1,299,870.00	2,186,488.76	1,902,880.00	1,662,323.76		
2028	--	6,108,025.00	3,016,875.00	--	1,982,880.00	1,299,870.00	2,187,838.76	1,901,305.00	1,660,323.76		
2029	--	--	2,834,875.00	--	1,999,880.00	1,299,870.00	2,187,057.50	8,164,242.50	1,662,386.26		
2030	--	--	2,839,875.00	--	1,983,880.00	1,299,870.00	2,183,562.50	8,162,042.50	1,657,961.26		
2031	--	--	2,847,875.00	--	1,966,680.00	1,299,870.00	2,183,032.50	8,164,042.50	1,661,211.26		
2032	--	--	2,858,625.00	--	1,941,680.00	1,299,870.00	2,185,232.50	8,161,442.50	1,657,711.26		
2033	--	--	2,831,875.00	--	1,945,742.50	1,299,870.00	2,186,032.50	8,164,917.50	1,661,536.26		
2034	--	--	2,849,375.00	--	1,916,992.50	1,299,870.00	2,183,982.50	--	1,468,336.26		
2035	--	--	2,863,875.00	--	1,887,305.00	1,299,870.00	2,184,582.50	--	1,476,886.26		
2036	--	--	9,960,375.00	--	6,111,680.00	1,299,870.00	2,182,895.00	--	1,482,342.50		
2037	--	--	9,974,625.00	--	5,986,680.00	1,299,870.00	2,184,520.00	--	1,490,717.50		
2038	--	--	9,970,200.00	--	5,874,200.00	1,299,870.00	2,183,600.00	--	1,660,592.50		
2039	--	--	9,977,700.00	--	1,872,640.00	5,169,870.00	2,183,000.00	--	1,660,255.00		
2040	--	--	--	--	--	16,869,450.00	2,185,200.00	--	1,660,355.00		
2041	--	--	--	--	--	--	8,120,000.00	--	1,457,980.00		
2042	--	--	--	--	--	--	8,320,000.00	--	1,276,000.00		
2043	--	--	--	--	--	--	--	--	5,230,000.00		
Total	**$5,832,212.52**	**$74,292,125.12**	**$105,556,093.84**	**$16,306,750.00**	**$64,325,495.00**	**$54,536,070.00**	**$75,408,728.90**	**$69,652,725.00**	**$49,438,448.28**		

(1) Not net of anticipated Direct Subsidy Payments.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the 2014 Bonds are expected to be applied substantially as follows:

SOURCES	2014A Bonds	2014B Bonds	Total
Principal Amount of 2014 Bonds			
Original Issue Premium			
Other Legally Available Funds			
Total Sources			
USES			
Deposit to the 2014A Construction and Acquisition Fund			
Deposit to Escrow Fund			
Deposit to Reserve Account			
Cost of Issuance[1]			
Total Uses			

(1) Includes the fees and expenses of Bond Counsel, Special Disclosure Counsel, Financial Advisor, Original Purchasers' Discount, printing, ratings, and other associated costs of issuance.

FLOW OF FUNDS

Operating Fund

The Bond Resolution requires that the entire Gross Revenues derived from the operation of the System shall upon receipt thereof be deposited in the Operating Fund. All Gross Revenues at any time remaining on deposit in the Operating Fund shall be disposed of on or before the 25th day of each month, only in the following manner and in the following order of priority:

1. Cost of Operation and Maintenance. Gross Revenues shall first be used to pay the Cost of Operation and Maintenance.

2. Debt Service Fund. Money remaining in the Operating Fund shall next be deposited into the Debt Service Fund, which fund and which accounts were created and established in the Bond Resolution on a parity with each other:

   (a) Interest Account. Such sum as will be sufficient to pay one-sixth (1/6) of all interest becoming due on the Bonds on the next semiannual Interest Payment Date, together with any payments required to be made under Qualified Agreements (except as provided in the Bond Resolution); provided, however, if the period to elapse between Interest Payment Dates will be other than six months, the monthly deposits to the Interest Account will be adjusted as appropriate.

(b) Principal Account. Such sum as will be sufficient to pay one-sixth (1/6) of all principal maturing semiannually on the Serial Bonds on the next maturity date and one-twelfth (1/12) of all principal maturing annually on the Serial Bonds on the next maturity date; provided, however, that if the period between delivery of any Bonds and the first principal maturity date or the period between the principal maturity dates will be other than 6 or 12 months the monthly deposits to pay principal shall be adjusted appropriately.

(c) Bond Amortization Account. If and to the extent required, a sum equal to one-twelfth (1/12) of the amount of any annual Amortization Installment for Term Bonds which shall become due and payable during the next succeeding Bond Year; provided, however, that such deposits shall be subject to adjustment, as appropriate, if the period between Amortization Installments is less than 12 months.

(d) Reserve Account. Money remaining in the Operating Fund shall next be applied to maintain in the Reserve Account in the Debt Service Fund a sum equal to the Reserve Account Requirement for the Bonds. See "SECURITY FOR THE BONDS – Reserve Account." Also, see "PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION" for a description of springing amendments to the Bond Resolution including the ability of the City to create separate subaccounts in the Reserve Account to secure any series of Bonds issued in the future and the amendment to the definition of "Reserve Account Requirement" allowing for it to be set at $0 as applicable to any such subaccounts if deemed advantageous to be determined upon issuance of such series.

3. Operating Reserve Fund. The City shall next deposit into the Operating Reserve Fund such amount as shall be determined by annual budget of the City or as otherwise determined by the City. At any time and from time to time, the City may transfer for deposit into the Operating Reserve Fund to be applied solely for the payment of Cost of Operation and Maintenance. All investment earnings thereon, except as set forth below, shall only be used for the purpose of purchasing water for use by the System. Except as provided in the Bond Resolution, moneys in the Operating Reserve Fund, including investment earnings thereon, may only be used for the purpose of acquiring, constructing and erecting additional facilities for the production of water and the transmission thereof to the water distribution system of the City. In no event shall moneys in the Operating Reserve Fund be used for the payment of principal of and interest on the Bonds.

4. Subordinated Debt Service Fund. The City shall next deposit such amount as is required to be paid as provided in the resolution or ordinance authorizing Subordinated Debt for principal, interest, mandatory redemption payments, if any, and debt service reserve payments, if any, on Subordinated Debt, but for no other purposes. Payments by the City under Qualified Agreements which represent termination payments thereunder shall constitute Subordinated Debt.

5. Improvement Fund. Monthly, the City shall next deposit into the Improvement Fund an amount equal to one-twelfth (1/12) of ten percent (10%) of the average of the Adjusted Net Revenues during the three immediately preceding Fiscal Years. Notwithstanding the foregoing, whenever the unappropriated balance in the Improvement Fund is equal to or greater than five

percent (5%) of the average of the Adjusted Net Revenues during the three immediately preceding Fiscal Years, no further deposits shall be required to be made to such Improvement Fund. For purposes of this determination, investments in the Improvement Fund shall be valued at fair value. Money on deposit in the Improvement Fund shall be used to supplement the Debt Service Fund, if necessary, in order to prevent a default in the payment of the principal of and interest on the Bonds. If not used or needed for such purpose, the money in the Improvement Fund shall next be used only for the purpose of paying the cost of extensions, enlargements or additions to, or the replacement of capital assets of, the System, and repairs thereto, or for the purchase or redemption of Bonds. The money on deposit in the Improvement Fund shall be withdrawn only upon the authorization of the Mayor or his designee. Notwithstanding the foregoing, any excess money in the Improvement Fund shall be deposited in the Operating Fund.

Any money remaining in the Operating Fund, after the above required payments have been made, may be transferred to the City as payments in lieu of taxes. Such transfers in any Fiscal Year shall not exceed fifteen percent (15%) of Gross Revenues of the System received by the City in such Fiscal Year.

The balance of any money remaining in the Operating Fund, after the above required payments have been made, may be used for any lawful purpose relating to the System (including payment of non-direct administrative expenses of the System).

The Operating Fund, the Debt Service Fund (including the Reserve Account and the Bond Amortization Account therein), the Improvement Fund, the Operating Reserve Fund and any other special funds established and created by the Bond Resolution shall constitute trust funds for the purpose provided therein for such funds. Notwithstanding the foregoing or any provision of the Bond Resolution to the contrary, moneys in the Operating Reserve Fund may not be used for the payment of the debt service on the Bonds. The moneys in all such funds shall be continuously secured in the same manner as municipal deposits are authorized to be secured by the laws of the State of Florida and the Code of Ordinances of the City.

Also, see "PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION" for a description of springing amendments to the Bond Resolution including the ability of the City to create separate subaccounts in the Reserve Account to secure any series of Bonds issued in the future and the amendment to the definition of "Reserve Account Requirement" allowing for it to be set at $0 as applicable to any such subaccounts if deemed advantageous to be determined upon issuance of such series.

Investment of Moneys

Money on deposit in the Operating Fund, the Debt Service Fund (including the Reserve Account and the Bond Amortization Account therein), and the Improvement Fund may be invested and reinvested in Investment Securities which mature not later than the dates on which the money on deposit therein will be needed for the purpose of such funds. All income on such investments shall remain in the respective fund or account, except to the extent the Reserve Account Requirement shall be on deposit in the Reserve Account, investment earnings thereon shall be transferred to the Interest Account in the Debt Service Fund.

COVENANTS

Operation and Maintenance

The City will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

Rate Covenant

The City has enacted a rate ordinance, and the City covenants to fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide Adjusted Net Revenues in each year of not less than one hundred fifteen percent (115%) of all Bond Service Requirements becoming due in such year on the outstanding Bonds and on all outstanding Additional Parity Obligations. Such rates, fees, rentals or other charges shall not be reduced so as to be insufficient to provide Revenues for such purposes.

Books and Accounts; Audits

The City shall keep proper books, records and accounts separate and apart from all other records and accounts, showing correct and complete entries of all transactions of the System. The Registered Owners of any of the Bonds or any duly authorized agent or agents of such Registered Owners shall have the right at any and all reasonable times to inspect such books, records and accounts. The City shall, in compliance with the provisions of the laws of the State but not less than once a year, cause the books, records and accounts relating to the collection of the Gross Revenues to be properly audited by a firm of independent certified public accountants licensed in the State of Florida, in accordance with generally accepted accounting principles. Such audit report may be a part of the City's Comprehensive Annual Financial Report.

No Mortgage or Sale of System

The City shall not sell, mortgage, lease or otherwise dispose of or encumber the properties of the System; provided, however, that the City from time to time (i) may sell, lease or otherwise dispose of all the properties comprising the System if simultaneously with such sale or other disposition thereof, provision is made for the payment of cash and/or Federal Securities into the Debt Service Fund, the principal of and interest on which is sufficient to pay the principal of, applicable redemption premium and interest on all Bonds then outstanding in full in accordance with the requirements of the Bond Resolution and any supplemental resolution; (ii) may sell, lease or otherwise dispose of any portion of the properties of the System which shall have become unserviceable, inadequate, obsolete, worn-out, or unfit to be used in the operation of the System or no longer necessary, material to, useful or profitable in such operation; and (iii) may sell, lease or otherwise dispose of any part of the System provided that prior to such sale, lease or disposition: (a) a Qualified Independent Consultant shall make a finding in writing, adopted and confirmed by resolution of the City, determining that such sale, lease, exchange or other disposition will not materially restrict the City's ability to realize Adjusted Net Revenues in compliance with the requirements therefore as set forth in the Bond Resolution, and (b) the City shall declare by resolution that such sale, lease, exchange or other disposition will not materially restrict the City's ability to realize Adjusted Net Revenues in compliance with the requirements therefore as set forth in the Bond Resolution. Each right reserved to the City by the exceptions contained in clauses (i), (ii) and (iii) of the preceding sentence shall not be exclusive of each other right so reserved, but shall be cumulative and shall be in

addition to each other right so reserved, and each such right may be exercised without exhausting and without regard to each other right so reserved.

Insurance

The City shall carry insurance on the properties comprising the System of the kinds, against such risks, accidents or casualties, and in at least the amounts which are usually and customarily carried upon similar properties, including, without limiting the generality of the foregoing, fire, extended coverage and general liability, and also all additional insurance covering such risks as shall be deemed necessary or desirable by the City; provided, however, that in lieu of carrying such insurance, the City may self-insure to the extent customary with utilities operating like properties or to the extent that the City determines by resolution based upon a recommendation of the Insurance Consultant that it is in the best economic interest of the System for the City to self insure. In the event of any loss or damage to the properties of the System covered by insurance, the City shall with respect to such loss, promptly repair and reconstruct to the extent necessary for the proper conduct of the operations of the System, the lost or damaged portion thereof, and shall apply the proceeds of any insurance policy or policies covering such loss or damage for that purpose to the extent required therefor, unless such repair and reconstruction is not necessary for the efficient operation of the System.

No Free Service

So long as any Bonds are outstanding, the City shall not furnish or supply the facilities, services and commodities of the System free of charge to any person, firm or corporation, public or private. To the full extent permitted or authorized by law, the City shall promptly enforce the payment of any and all accounts owing to the City and delinquent, by discontinuing service or by filing suits, actions or proceedings, or by both discontinuance of service and filing suit. Notwithstanding the foregoing, the City shall not be required to impose any fees or charges for the use of water for fire control.

Enforcement of Collections

The City will diligently enforce and collect the rates, fees and other charges for the services and facilities of the System pledged in the Bond Resolution; will take all steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues pledged by the Bond Resolution shall, as collected, be held in trust to be applied as provided therein.

ADDITIONAL PARITY OBLIGATIONS

The 2014 Bonds are "Additional Parity Obligations" under the Bond Resolution. The Bond Resolution states that no Additional Parity Obligations, payable on a parity from the Net Revenues with the 2014 Bonds, the 2013A Bonds, the 2013B Bonds, the 2013C Bonds, the 2010A Bonds, the 2010B Bonds, the 2009A Bonds, the 2009B Bonds, the 2006 Bonds and the Unrefunded 2005 Bonds shall be issued except upon the conditions and in the manner specified in the Bond Resolution. The Finance Director shall certify that at the time of the issuance of the Additional Parity Obligations: (i) the City is not in default of any of the provisions, covenants and agreements of the Bond Resolution and (ii) the Adjusted Net Revenues during any twelve of the past twenty-four months preceding the date on which the Additional Parity Obligations are to be issued shall have been equal to not less than 1.15 times the Maximum Bond Service Requirement on all outstanding Bonds plus the Additional Parity Obligations proposed to be issued, during any Fiscal Year in which Additional Parity Obligations proposed to be issued will be outstanding. If any changes have been made and are in effect at the time of the issuance of

the Additional Parity Obligations in the rates and charges for the services, facilities and commodities of the System which were not in effect during all or any part of the twenty-four months next preceding the Fiscal Year in which the Additional Parity Obligations are to be issued, the Adjusted Net Revenues for such period shall be further adjusted by the Finance Director to reflect any changes which would have occurred in the Adjusted Net Revenues if the changes in the rates and charges had been in effect during all of the period. If any improvements have been made to the System which were not in service during all or any part of the twenty-four months next preceding the Fiscal Year in which the Additional Parity Obligations are to be issued, the Adjusted Net Revenues shall be further adjusted by the Finance Director to reflect any changes in the Adjusted Net Revenues as if such improvements had been in service during all of such period. If the City has acquired by purchase, annexation, condemnation or otherwise facilities which have become a part of the System during all or any part of the twenty-four months next preceding the Fiscal year in which the Additional Parity Obligations are to be issued, the Adjusted Net Revenues shall be further adjusted by the Finance Director to reflect any changes in the Adjusted Net Revenues as if such facilities had been a part of the System during all of such period. If the purpose for which the Additional Parity Obligations are to be issued is to acquire by purchase, annexation, condemnation or otherwise facilities which will become a part of the System and/or to expand service to such facilities and customers, the Adjusted Net Revenues shall be further adjusted by the Finance Director to reflect any changes in the Adjusted Net Revenues as if such facilities had been a part of the System during all of the twenty-four months next preceding the Fiscal Year in which the Additional Parity Obligations are to be issued. If the purpose for which the Additional Parity Obligations are to be issued is to acquire or construct additions, extensions or improvements to the System for the provision of the services, facilities and commodities thereof to a person for the furnishing by such person of such services, facilities and commodities to its inhabitants, pursuant to an agreement between the City and such person, the Adjusted Net Revenues for the twenty-four months next preceding the Fiscal Year in which the Additional Parity Obligations are to be issued shall be further adjusted by the Finance Director by adding the average of the amount of the increase in the Adjusted Net Revenues estimated to be derived pursuant to such agreement during each of the three Fiscal Years next succeeding the date upon which the additions, improvements and extensions are anticipated to be ready for use.

The City need not comply with the provisions set forth above if and to the extent the Bonds to be issued are refunding bonds, that is, delivered in lieu of or in substitution for, or to provide for the payment of one or more Series of Bonds or portions thereof, provided that the Maximum Bond Service Requirement on the refunding bonds shall not exceed the Maximum Bond Service Requirement on the Bonds being refunded.

AMENDMENT OF BOND RESOLUTION

The City, from time to time and at any time without the consent or concurrence of any Registered Owner of any Bond, may adopt a resolution amendatory to the Bond Resolution or supplemental thereto, if the provisions of such supplemental resolution shall not adversely affect the rights of the Registered Owners of the Bonds then outstanding, for among other purposes, to provide such changes which, in the opinion of the City, based upon such certificates and opinions of the independent certified public accountants, Bond Counsel, financial advisors or other appropriate advisors as the City may deem necessary or appropriate, if the provisions of such supplemental resolution shall not adversely affect the rights of the Registered Owners. For the specific purposes for an amended or supplemental resolution, see "Composite of the Bond Resolution – Amending and Supplementing of Bond Resolution Without Consent of Registered Owners" in APPENDIX E hereto.

Except as set forth in the preceding paragraph, no material modification or amendment of the Bond Resolution may be made without the consent in writing of the Registered Owners of fifty-one percent or more in principal of Bonds of each series so affected and then outstanding. For the specifics

for such modification or amendment, see "Composite of the Bond Resolution – Amendment of Bond Resolution With Consent of Registered Owners" in APPENDIX E hereto. For purposes of amendment of the Bond Resolution with the consent of any Registered Owner of any Bond, to the extent any Bonds are secured by a Credit Facility and such Bonds are then rated in one of the two highest Rating Categories (without regard to gradation) by any Rating Agency, then the consent of the Credit Facility Issuer shall be deemed to constitute the consent of the Registered Owner of such Bonds and in such case no consent of the Registered Owners of such Bonds shall be required; provided, however, a copy of such amendments shall be provided to such rating agencies not less than thirty (30) days prior to the effective date thereof.

PROPOSED SPRINGING AMENDMENTS TO THE BOND RESOLUTION

The City desires to implement springing amendments which modify certain provisions of the Bond Resolution in the future. Specifically, the Bond Resolution contains various amendments which will only become effective upon receipt of consent of not less than 51% of the owners of the outstanding Bonds and to the extent required, the consent of National which currently has outstanding its municipal bond insurance policy (insuring the Unrefunded 2005 Bonds and the 2006 Bonds) and its 2005 Reserve Policy on deposit in the Reserve Account, and the consent of Assured which currently has outstanding its 2003 Reserve Policy on deposit in the Reserve Account. Purchasers of the 2014 Bonds, by acceptance of the 2014 Bonds, will be deemed to have expressly and irrevocably consented to these amendments in writing. To date, the City has not solicited any consents to such amendments from National or Assured or any Bondholders other than the holders of the 2013C Bonds and purchasers of the 2014 Bonds, and currently has no intention of soliciting such consents. Whether such amendments become effective while the 2014 Bonds remain outstanding is dependent upon the amount of Bonds that may be issued by the City in the future, the timing of such issuances, and whether or not the City decides to seek consents to such amendments from National and Assured, and/or until the Unrefunded 2005 Bonds and/or the 2006 Bonds insured by National are no longer outstanding, the 2003 Reserve Policy issued by Assured is no longer outstanding and on deposit in the Reserve Account and/or the 2005 Reserve Policy issued by National is no longer outstanding and on deposit in the Reserve Account. The holders of the 2014 Bonds will not be notified as to when such amendments will have become effective, and should assume that they will become effective while the 2014 Bonds remain outstanding. Such amendments are generally described below:

1. The Bond Resolution shall be amended to provide the City with the ability to establish separate subaccounts in the Reserve Account.

2. The definition of "Reserve Account Requirement" shall be amended to read as follows: "Reserve Account Requirement shall be the lesser of (i) the Maximum Bond Service Requirement with respect to Bonds secured by the Reserve Account and/or any subaccount created therein; (ii) 125% of the average annual Bond Service Requirement with respect to Bonds secured by the Reserve Account and/or any subaccount created therein; or (iii) the maximum amount as shall not adversely affect the exclusion of interest on the Bonds from the gross income of the holders thereof for purposes of Federal income taxation with respect to Bonds secured by the Reserve Account and/or any subaccount created therein; provided, however, the Issuer may establish by supplemental resolution a different Reserve Account Requirement for a subaccount of the Reserve Account which secures a series of Bonds pursuant to the Bond Resolution."

FUTURE FINANCINGS

The City currently anticipates issuing Additional Parity Obligations and/or Subordinate Debt in one or more series over the next five Fiscal Years in the approximate principal amount of $172,000,000, which includes the 2014 Bonds.

INVESTMENT POLICY

The City's investments are presently under the day to day control of the City's Director of Finance. The City Council has established a formal investment policy governing the investment activity of the City and including all available funds in excess of the amounts needed to meet short-term expenses. The investment policy does not apply to pension funds, trust funds or funds related to the issuance of debt where there are other existing policies, bond resolutions or indentures in effect. The investment policy does not permit leveraging of investments.

SWAP MANAGEMENT POLICY

The City has not entered into any interest rate swaps or other derivative transactions. The City does not plan to utilize interest rate swaps or enter into derivative transactions.

FINANCIAL STATEMENTS

The general purpose financial statements of the City for the Fiscal Year ended September 30, 2013, included in APPENDIX B to this Official Statement, have been audited by Mayer Hoffman McCann P.C., Clearwater, Florida, Independent Certified Public Accountants, whose report thereon also appears in APPENDIX B. Such financial statements, including the auditor's report, have been included in this Official Statement as public documents and Mayer Hoffman McCann P.C. has not performed any procedures subsequent to the date of its report. The auditors have not performed any services related to, and therefore are not associated with, the preparation of this Official Statement.

PENSION PLANS AND OTHER POST EMPLOYMENT BENEFITS

The City maintains three separate single employer defined benefit retirement systems (General Employees, Police and Fire) covering full-time City employees. For the fiscal year ended September 30, 2013, the City contributed $13,281,580, $11,572,897 and $9,981,193 to the General Employees, Police and Fire retirement systems, respectively.

See Note 18 to the City's General Purpose Financial Statements set forth in Appendix B hereto for more information on the City's pension plans and how to obtain additional information on the City's plans.

Further, the City provides a medical benefits plan that it makes available to its retirees. See Note 19 to the City's General Purpose Financial Statements set forth in Appendix B hereto for more information regarding this "post retirement health benefits" plan and the City's actuarial accrued liability thereunder.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance of the 2014 Bonds in order that interest on the 2014 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the 2014 Bonds to be included in federal gross income retroactive to the date of issuance of the 2014 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the 2014 Bonds and the other amounts are to be invested and

require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the 2014 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the 2014 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the 2014 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the 2014 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations; however, interest on the 2014 Bonds may be subject to the federal alternative minimum tax when any 2014 Bond is held by a corporation. The federal alternative minimum taxable income of a corporation must be increased by seventy-five percent (75%) of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (before this adjustment and the alternative tax net operating loss deduction). "Adjusted Current Earnings" will include interest on the 2014 Bonds.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of 2014 Bonds. Prospective purchasers of 2014 Bonds should be aware that the ownership of 2014 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry 2014 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on 2014 Bonds; (iii) the inclusion of interest on 2014 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on 2014 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on 2014 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the 2014 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE 2014 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the 2014 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the 2014 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of 2014 Bonds, under certain circumstances, to "backup withholding" at (i) the fourth lowest rate of tax applicable under Section 1(c) of the Code (i.e., a rate applicable to unmarried individuals) for taxable years beginning on or before December 31, 2012; and (ii)

the rate of 31% for taxable years beginning after December 31, 2012, with respect to payments on the 2014 Bonds and proceeds from the sale of 2014 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of 2014 Bonds. This withholding generally applies if the owner of 2014 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the 2014 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the 2014 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the 2014 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the 2014 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the 2014 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2014 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of, the 2014 Bonds.

Prospective purchasers of the 2014 Bonds should consult their own tax advisors as to the tax consequences of owning the 2014 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the 2014A Bonds maturing on October 1, 20___ through October 1, 20___, inclusive (collectively, the "2014A Discount Bonds") and the 2014B Bonds maturing on October 1, 20___ through October 1, 20___, inclusive (collectively, the "2014B Discount Bonds" and with the 2014A Discount Bonds, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the

initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the 2014A Bonds maturing on October 1, 20___ through October 1, 20___, inclusive (collectively, the "2014A Premium Bonds") and the 2014B Bonds maturing on October 1, 20___ through October 1, 20___, inclusive (collectively, the "2014B Premium Bonds" and with the 2014A Premium Bonds, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and Fitch Ratings ("Fitch") have assigned their municipal bond ratings of "___" and "___," respectively, to the 2014 Bonds. An explanation of the significance of the ratings may be obtained only from Moody's and Fitch. There is no assurance that the ratings will be in effect for any given period of time or that they will not be revised downward, suspended or withdrawn entirely by either Moody's and/or Fitch, if in their, or its judgment, circumstances so warrant. Any such downward revision, suspension or withdrawal of the ratings given the 2014 Bonds may have an adverse effect on the liquidity or market price of the 2014 Bonds.

LITIGATION

In the opinion of the City Attorney or his designee, there is no litigation now pending or threatened (i) to restrain or enjoin the issuance or sale of the 2014 Bonds or (ii) questioning or affecting the validity of the 2014 Bonds, the Bond Resolution or the pledge of the Net Revenues of the System by the City or the proceedings for the authorization, sale, execution or delivery of the 2014 Bonds.

The City is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the City Attorney or his designee believes that there are substantial defenses to such litigation and disputes and that, in any event, any ultimate liability, in excess of available self insurance revenues, resulting therefrom will not materially adversely affect the financial position or results of operations of the City.

ENFORCEABILITY OF REMEDIES

The remedies available to the Registered Owners of the 2014 Bonds upon an event of default under the Bond Resolution, the 2003 Reserve Policy and the 2005 Reserve Policy are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title II of the United States Code, the remedies specified by the federal bankruptcy code, the Bond Resolution, the 2003 Reserve Policy, the 2005 Reserve Policy and the 2014 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2014 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

CERTAIN LEGAL MATTERS

Certain legal matters in connection with the issuance of the 2014 Bonds are subject to the approval of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the 2014 Bonds and will be printed on such 2014 Bonds. The proposed form of Bond Counsel opinion is attached hereto as APPENDIX F and reference is made to such form of opinion for the complete text thereof. Certain legal matters will be passed upon for the City by John C. Wolfe, Esq., City Attorney, or his designee, and GrayRobinson, P.A., Tampa, Florida, Special Disclosure Counsel.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the 2014 Bonds; provided, however, that Bond Counsel will render an opinion to the Original Purchasers of the 2014 Bonds relating to the accuracy of certain statements contained herein and under the heading "TAX EXEMPTION" and certain statements which summarize provisions of the Bond Resolution and the 2014 Bonds, or (2) the compliance with any federal or state securities law with regard to the sale or distribution of the 2014 Bonds.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

The accuracy of the arithmetical computations of (a) the adequacy of the maturing principal amounts and interest earnings thereon of the Refunding Securities deposited under the Escrow Agreement to pay when due all principal of an interest on the Refunded 2005 Bonds and (b) the "yield" on the 2014 Bonds and on the Refunding Securities considered by Bond Counsel in connection with their opinion that the 2014 Bonds are not "arbitrage" bonds within the meaning of Section 148 of the Code will be verified for the City by _____ Such verification will be based on certain information supplied to _____ by the City's Financial Advisor, Public Financial Management, Inc.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 3E-400.003, rules of Government Securities, promulgated by the Florida Department of Banking and Finance, division of Securities, under Section 517.051, Florida Statutes ("Rule 3E-400.003") requires that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). Rule 3E-400.003 further provides that if the City in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The City is not, and has

not since December 31, 1975, been in default as to principal and interest on bonds or other debt obligations for which ad valorem or non-ad valorem revenues of the City are pledged. Pursuant to Rule 3E-400.003, no investigation of possible defaults by conduit issuers of bonds was made by the City because such information is not considered to be material to a reasonable investor of 2014 Bonds as the City is not obligated to pay principal and/or interest on such bonds.

ORIGINAL PURCHASER(S)

The 2014A Bonds are being purchased by _____ (the "2014A Bonds Original Purchaser") and the 2014B Bonds are being purchased by _____ (the "2014B Bonds Original Purchaser"). The 2014A Bonds Original Purchaser has agreed to purchase the 2014A Bonds at an aggregate purchase price of $_____ (which includes 2014A Bonds Original Purchaser's underwriting discount of $_____ plus a net original issue premium of $_____). The 2014B Bonds Original Purchaser has agreed to purchase the 2014B Bonds at an aggregate purchase price of $_____ (which includes 2014B Bonds Original Purchaser's underwriting discount of $_____ plus a net original issue premium of $_____).

ADVISORS AND CONSULTANTS

The City has retained certain advisors and consultants in connection with the issuance of the 2014 Bonds. These advisors and consultants may be compensated from a portion of the proceeds of the 2014 Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; and their compensation is, in some instances, contingent upon the issuance of the 2014 Bonds and the receipt of the proceeds thereof.

Financial Advisor. The City has retained Public Financial Management, Inc., Orlando, Florida, as Financial Advisor in connection with the authorization and issuance of the 2014 Bonds. While the Financial Advisor has participated in the preparation of portions of this Official Statement, it has not been engaged and is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

Bond Counsel. Bryant Miller Olive P.A., Tampa, Florida, represents the City as Bond Counsel with respect to the issuance of the 2014 Bonds.

Special Disclosure Counsel. GrayRobinson, P.A., Tampa, Florida, represents the City as Special Disclosure Counsel with respect to the issuance of the 2014 Bonds. As Special Disclosure Counsel, GrayRobinson, P.A. is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and operating data relating to the System and the 2014 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the 2014 Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

The City recently retained Digital Assurance Certification, L.L.C. ("DAC") as its dissemination agent. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in APPENDIX G – "Form of Disclosure Dissemination Agent Agreement," which shall be executed by the City and DAC at the time of issuance of the 2014 Bonds. These covenants have been made in order to assist the Original Purchaser(s) in complying with the Rule.

With respect to the 2014 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The City has not failed to comply in all material respects with its continuing disclosure undertakings pursuant to the Rule during the last five (5) years. However, a review of filings made pursuant to prior undertakings indicated that certain filings did not include all the operating information specifically required. Upon realizing the failure to comply, the City reported such circumstances in accordance with the requirements of the Rule, and as of December 3, 2012 had cured such failure. In the years 2009, 2010, 2011, 2012, 2013 and 2014, the City was not notified by National Public Finance Guarantee Corp. (formerly MBIA Insurance Corporation) nor the municipal rating agencies of rating downgrades/upgrades with respect to the City's outstanding Public Utility Refunding Revenue Bonds, Series 2006 and Public Utility Revenue Bonds, Series 2005 by Moody's and S&P and accordingly failed to file notices thereof. In the years 2009, 2010, 2011, 2013 and 2014, the City was also not notified by Assured Guaranty Municipal Corp. (formerly FSA) nor the municipal rating agencies of rating downgrades/upgrades with respect to the City's outstanding Professional Sports Facility Sales Tax Refunding Revenue Bonds, Series 2003 by Fitch, Moody's and S&P and accordingly failed to file notices thereof. DAC as the City's dissemination agent recently filed a notice with EMMA that indicates the current ratings of the municipal bond insurers which insure such outstanding bonds of the City. The City fully anticipates satisfying all future disclosure obligations required pursuant to the Rule.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the 2014 Bonds, the security for the payment of the 2014 Bonds, and the rights and obligations of holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the 2014 Bonds.

The execution and delivery of this Official Statement by its City Administrator and its Director of Finance have been duly authorized by the City Council.

CITY OF ST. PETERSBURG, FLORIDA

_____

Richard D. Kriseman
Mayor

_____

Anne A. Fritz
Director of Finance

APPENDIX A

General Description of the City and Selected Statistics

APPENDIX A

GENERAL DESCRIPTION OF THE CITY AND SELECTED STATISTICS

Location

The City of St. Petersburg, Florida (the "City") is the southernmost and largest of the 24 municipalities in Pinellas County and is located at the approximate mid-point on the west coast of Florida. The area of the City is approximately 62 square miles, contains approximately 39,700 acres of land, with 6.5 persons per acre. Tampa Bay forms the eastern and southern boundaries, and Boca Ciega Bay, which is part of the Intercoastal Waterway, forms the western boundary of the City. The County seat of Pinellas County is Clearwater, 20 miles to the north. The City of Tampa is 12 miles to the east across Tampa Bay.

Pinellas County is a peninsula bounded on the east by Tampa Bay and on the west by the Gulf of Mexico. It is the second smallest county in terms of land area (approximately 179,200 acres, approximately 280 square miles), but the most densely populated (approximately 4.6 persons per acre) of all Florida counties.

Government

City

The City was initially incorporated as a town in 1893 with a second incorporation as a city in 1903. The City operated under the Council/Manager form of government from 1931 to 1993. Effective April 1, 1993, the City Charter was amended to provide for an elected Mayor who shall be the chief administrative official of the City, with no vote on Council. Effective April 1, 1999, the Charter was amended to give the Mayor veto power over City ordinances and line item veto power over budget and appropriation ordinances, subject to the ability of the Council to override the veto. Prior thereto, the Mayor served as a Councilman-at-large. The City is divided into eight council districts. Councilmembers and the Mayor serve terms of four years, subject to term limits.

The City provides a range of services to its citizens, including police and fire protection, refuse collection-disposal, water distribution, sewage treatment, parkland development, neighborhood redevelopment, and structural inspection.

County

Pinellas County is governed by a seven-member Board of Commissioners. A professional County Administrator is responsible for administering programs in accordance with the policies established by the Board of Commissioners. The County provides service in the areas of elections, tax collection, property appraisal, offender detention, and parkland development. State statutes require that the County provide operational support (i.e., facilities, clerical staffing, etc.) for the Circuit Court judicial system, the State Attorney's Office, and the Public Defender's Office. In addition, the County provides welfare and social service assistance in the form of clinics, counseling, and referrals.

The Pinellas County School System is a separate political entity, complete with taxing authority. The Pinellas County School Board, a seven-member elected body, establishes educational policy, while the administrative responsibilities are delegated to an appointed superintendent.

Economy

The City is part of a seven-county media market, largest in Florida and 13th in the nation. The region leads the State of Florida in buying power, retail sales, food sales, bank deposits, and has the largest consumer market. The City is the anchor of Florida's High Tech Corridor which has been ranked as one of the top six high tech employment centers in the nation, representing 60% of the state's high-tech industries.

The City's commercial economy remains diverse and resilient. Though the City is inviting to all businesses, five major industry clusters have flourished in the City – manufacturing, information technology, financial services, marine science, and medical and healthcare service. The City maintains the largest financial services cluster in the state of Florida and the largest marine science cluster in the Southeast.

The City of St Petersburg has benefited from continued commercial growth in a difficult economic environment. During the recent challenging economy, this sector has seen the lowest losses in commercial taxable value. The economy continues to deter significant growth across all real property tax categories. However, the City has experienced its first increase in real property taxable values in fiscal year 2013 after five years of declining taxable values. While the City has seen a current increase of 2.9% in taxable value, the City's real property taxable value has decreased by 30.6% since fiscal year 2008 as a result of the national decline in property values that have dramatically affected municipalities, especially in Florida. Single family and multi- family taxable values had a slight increase of 4.2% for fiscal year 2013 but have had the largest losses over the past 5 years with a 32.8% decline since fiscal year 2008, as measured by the Pinellas County Property Appraiser's annual determination of real property taxable assessed value and land use by taxable authority.

	St Petersburg Taxable Value				
Fiscal Year	Single Family & Mobile Homes	Multi-Family & Condominiums	Commercial	Other	Total Taxable Value
2008	$8,388	$4,322	$3,582	$252	$16,544
2009	7,335	4,164	3,706	253	15,458
2010	6,413	3,390	3,377	232	13,412
2011	6,176	2,819	2,749	202	11,946
2012	5,400	2,816	2,737	201	11,154
2013	5,639	2,914	2,718	215	11,486

The amounts above are in millions.

As of September 30, 2013 Pinellas County and the City of St. Petersburg had a population of 917,389 and 245,363, respectively, compared with an estimated 916,542 and 244,769 the year before, per the U.S. Census Bureau 5-Year Estimates.

In September 2013, the labor force in Pinellas County and the City of St Petersburg was 461,493 and 131,263, respectively, compared to 444,817 and 123,420, respectively, the year before. Employment within Pinellas County and the City of St. Petersburg differed slightly, with employment at 413,876 and 116,547 for the current year, respectively, and 400,293 and 110,720 respectively for the prior year. The non-seasonally adjusted City unemployment for September 2013 stood at 10.8 percent compared to 9.1 percent a year earlier. (Source: Bureau of Labor Statistics www.bls.gov).

The growth of the City's downtown redevelopment area has been noteworthy with the value of property in the City's Intown redevelopment area increasing from $108 million to $910 million between

1981 and 2010, experiencing continual annual growth until the most recent year which reported a 10% decrease from the prior year. Nearly $2 billion in new downtown public and private construction have been completed or initiated since the City approved a redevelopment plan for the area in March 1982. The investment has produced an array of high-rise office towers, condominiums, townhomes, retail shops, restaurants, and entertainment venues. Major office building development occurred from the mid 1980's to 1992, with over 1.3 million square feet of office space built, including the City Center, Wachovia Building, Bank of America Tower, and the First Central Tower. The reopening of the Vinoy Park Hotel in 1992, renovated for $133 million (real dollars), re-energized the downtown waterfront. Since 1998, when Major League Baseball came to Tropicana Field, mixed-use residential projects have been the development leader, providing over 2,000 dwelling units, 450,000-SF of retail and more than 230,000-SF of performing arts and museum space that have created one of the most livable downtowns in the southeastern United States. Noteworthy projects built during the period include the Florencia, the Cloisters, Parkshore Plaza, 400 Beach on Beach Drive, Signature Place and Ovation; and hundreds of residential townhomes and small condominium projects in the University Park district.

The City has made an unprecedented public commitment of more than $370 million to downtown projects. The 45,000-seat Tropicana Field is one of the largest cable-supported domes in the world. In the mid 1990's, the City completed a $62 million renovation to Tropicana Field to accommodate the City's Major League Baseball expansion franchise, the Tampa Bay Rays that began play in 1998 as the Devil Rays. The Tampa Bay Rays were the 2008 American League Champions and the 2010 American League East Champions. In addition, the City and the private sector have developed a downtown streetscape enhancement project, Plaza Parkway, which links the downtown waterfront with Tropicana Field and other downtown facilities. In 2005, the City and Pinellas County agreed to extend the downtown redevelopment area for another 30 years beginning in 2012 in order to support an additional $97.5 million of downtown public improvements, including the Mahaffey Theater, Progress Energy Center for the Arts, Municipal Pier, park land, street scape and transportation projects.

Other areas of the City are growing as well. Since 1995, Bayboro Harbor District and the adjacent medical district has seen substantial investment by the University of South Florida, nearby hospitals, and institutions. The all-new $400 million All Children's Hospital opened in 2010 and the new $35 million Salvador Dali Museum opened on January 11, 2011. Other expansion projects include the University of South Florida-St. Petersburg's parking garage, Residence Hall One, and Science and Technology Building and the Poynter Institute for Media Studies. Over $420 million has been invested in development in the CRA, including the new home of SRI-St. Petersburg, renovation of Bayboro Station, renovation and expansion of the Studebaker Building (600 4th Street South) by the United States Geological Survey, and construction of the Children's Research Institute on Fourth Street South in 2000.

On many main corridors, such as 4th Street, Central Avenue and Tyrone Blvd., developers are renewing commercial property through restoration, renovation and new construction.

In the Gateway area of mid-Pinellas, which includes both incorporated and unincorporated sites, more than 30 major developments valued at more than $1 billion are completed, under construction or proposed. Gateway developments will create 45,000 jobs in an area that has one of the highest concentrations of high-technology industries in Florida. Firms that have located in the St. Petersburg's Gateway areas in the past several years include New Advantage, Halkey-Roberts, Val-Pak, Bright House Networks and First Advantage. Other notable companies in the area include Avaya, Fidelity National, Tampa Bay Research Institute, Home Shopping Network, America II, Plasma-Therm, Jabil Circuit, Konika Minolta and Catalina Marketing.

In Carillon, a Gateway business park, Raymond James Financial, Inc. has completed the third phase of their national headquarters; Aegon Equity Group and Franklin/Templeton Funds have moved into new facilities and PSCU has a regional operations center and Humana Cares is on its way to reaching

700 employees for its care management unit. This growing employment and corporate base has led to growth in services for the area including a new full service Hilton Hotel along with restaurants and retailers. Carillon will accommodate a planned total of six million square feet with offices, hotel rooms, restaurants and retail businesses. All of these firms enjoy superb access to the entire Tampa Bay area, as the Gateway includes St. Petersburg-Clearwater International Airport and is bordered by Interstate 275 and Gandy Boulevard, the two thoroughfares that connect St. Petersburg and Tampa.

The City's owned and operated Albert Whitted Municipal Airport is a full-service, general aviation airport, located on the waterfront, 1/4 mile from the center of downtown. The airport hosts over 250 permanently based aircraft and provides air cargo, charter service, air taxi, maintenance, and flight instruction for both fixed wing aircraft and helicopter operations. The new $4.4 million, general aviation terminal opened in 2008 and includes a public viewing pavilion, and retail space. A new control terminal was completed in 2011. Additional airports serving the City are the St. Petersburg/Clearwater International Airport, thirteen miles from downtown, and the acclaimed Tampa International Airport, just 25 minutes from downtown.

Utilities and Communications

The City's three municipal enterprise operations, Public Utilities, Stormwater and Sanitation, provide potable water, wastewater treatment, reclaimed water irrigation, stormwater improvements and solid waste collection and disposal services to its citizens. Stormwater maintenance is provided by the Engineering/Storm Water Department. Water quality and supply remain high for the City and wastewater facilities and treatment continue to be among the best in Florida. The City is continuing the expansion of a reclaimed water irrigation system which reduces the demands on potable water resources. The City's residents are served twice weekly by an automated sanitation collection service. Solid waste is disposed of in a Resource Recovery Plant which is under the administrative control of Pinellas County. This disposal method replaced landfill operations in 1983 and is the required method for all waste disposal in Pinellas County.

Other utilities in the City are provided by Progress Energy, Inc. (now a subsidiary of Duke Energy) for electric service, Verizon and Bright House Networks for telephone service and TECO for metered natural gas.

The Tampa Bay Times, an award-winning daily newspaper, is published in the City along with a number of smaller weekly publications and has its main office in downtown. The Tampa Tribune has opened an office in the City to better serve the readers and advertisers in Pinellas County. Seven television stations and three cable franchises serve the greater St. Petersburg area. The City also operates its own low power broadcast government access channel.

Education

The City is also home to some of the finest educational and research institutes found anywhere. The University of South Florida- St. Petersburg Bayboro Campus, a modern complex along the downtown waterfront, offers undergraduate and graduate degree programs. The Bayboro Campus has grown to approximately 46 acres and has a student population of 4,700. St. Petersburg College, the oldest and fourth largest community college in Florida, serves over 67,000 credit and non-credit seeking students and offers complete academic programs for undergraduate degrees. Eckerd College, the only private national liberal arts college in Florida and one that has a reputation for developing innovative programs that have been adopted nationwide, serves nearly 1,700 students. Housed in the historic Rolyat Hotel, Stetson College of Law in Gulfport, adjacent to the City, is the oldest law school in the State and enrolls 1,000 students. The Poynter Media Institute is one of the nation's leading training facilities for working print and broadcast journalists, offering seminars in writing, media management and ethics. The

United States Geological Survey has offices located at Bayboro Harbor, adjacent to the University of South Florida's Bayboro Campus, where scientists can work closely with that university's award-winning marine science program. The City's elementary and secondary schools are in the Pinellas County School System which offers innovative academic programs, including the Center for Advance Learning and the International Baccalaureate Program.

Cultural and Recreational Facilities

A variety of cultural facilities are available in the City, ranging from theater and symphony performances to museum displays. The Mahaffey Theater is a City owned and operated theater, which provide events throughout the year, including symphony and top-name entertainers.

Several fine museums adorn the downtown waterfront. The Museum of Fine Arts, in Straub Park, features ten exhibition galleries, including three authentic period rooms, an outdoor ornamental garden and an auditorium for community events. The Salvador Dali Museum houses the largest collection of Dali works in the world. The collection--valued at $75 million--has 93 oil paintings, 100 watercolors and drawings, and 1,300 graphics, sculptures and objects of fine art. The Museum is on Bayboro Harbor and its impressive collection was made possible by a donation to the State of Florida from Mr. and Mrs. A. Reynolds Morse of Cleveland. In January 2011, the Dali museum moved to a 74,000-SF building on the City’s downtown waterfront and is an architectural icon for arts patrons worldwide. The Morean Arts Center, a 30 year old non-profit art gallery and educational center devoted to the visual arts, has completed a multi-million dollar expansion of its facility in downtown and opened the Chihuly Collection with great fanfare. The St. Petersburg Museum of History and Flight, along The Pier approach, offers visitors a glance at the City's unique past and includes a pavilion for a display of the Benoist airplane which inaugurated commercial airline service in 1914. The Great Explorations Hands on Museum offers children and adults interactive exhibits in the arts, science and health fields and moved into its new facility in the recently renovated Sunken Gardens. In 1998, the Tampa Bay Holocaust Museum joined the collection of world class downtown museums.

The City's municipal library system consists of a Main Library and five branches. The system is fully automated, providing easy access to materials at all sites. With collections of over 418,000 items, both print and non-print, the City's libraries offer a wide variety of services that enhance the quality of life of the City's residents and visitors. In keeping with the library's mission to provide materials, information and services to meet educational, recreational, cultural and social needs of our diverse community, also offered is access to ideas, information and commentary from around the world via the Internet.

The City has one of the most extensive recreational programs in the Country. The City's Parks & Recreation Departments supervise more than 2,700 acres of parkland containing recreational parks, scenic parks, 15 adult and community centers, and 9 swimming pools. The City also maintains 66 lighted tennis courts and baseball and softball fields. Boyd Hill Nature Park features bicycle paths, a boardwalk for strolling through natural Florida vegetation, and an interesting nature center adjacent to the South Branch Library. The Office on Aging oversees the operations of the Sunshine Center, a multi-service center for all ages. It also promotes intergenerational involvement through activities and programs, advocates to improve the quality of life for seniors in our community and offers information and referral services. Therapeutic Recreation Programs, teen programs and City-wide special events are offered for the special interests of the community. The City also has a play "n" close to house playground & programs (72 units), which are located within a 1/2 mile of every child.

The City features numerous golf courses including three award winning municipally owned courses. Mangrove Bay Golf Course has been rated as one of the top 50 public golf courses and has recently undergone complete course renovation. The area also has fishing, boating, waterskiing and some of America's finest beaches. The Pier, a municipally-owned facility, has recently closed. City Council is

currently studying options to renovate the Pier or construct a new one. Nearby Demens Landing is an 8.5 acre waterfront park that includes the Municipal Marina support facilities, a sailing center, playground equipment, fishing piers and other facilities for the general public.

Florida's largest publicly operated marina facility, the St. Petersburg Municipal Marina, is located in downtown, and serves as the hub for local boating activities. Facilities include 650 permanent slips and 500 feet of transient dock space for visiting boaters. The Municipal Marina maintains a 91% occupancy rate for permanent slips and docks 400 transient vessels each year. The Port of St. Petersburg is one of Florida's fourteen officially designated deep water ports and is an integral part of the City's waterfront development.

As a major sports hub of the Southeast, the City is host to a variety of on-going and special sporting events throughout the year. Other annual sports events in the City include the St. Anthony's Triathlon, called one of the best urban races in the United States, the Annual Suncoast Tarpon Roundup (fishing contest), Sail Expo St. Petersburg, and the Grand Prix of St. Petersburg (motorsports).

The City and Takamatsu, Japan, became sister cities in 1961. Takamatsu's Mayor recently visited the City to commemorate this sister cityhood. Student exchanges are a major part of this relationship and for two years a Takamatsu City worker has interned in the City. This year the City is in the process of developing a "Twin City" relationship with St. Petersburg, Russia, for which it is named.

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CITY OF ST. PETERSBURG, FLORIDA
TAXABLE ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF PROPERTY[1]
LAST TEN FISCAL YEARS
(In Thousands)

Fiscal Year	Tax Year	Residential Property	Commercial Property	Industrial Property	Non Agricultural Property	Institutional Property	Government Property	Mobil Home Property	Other Property[2]	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Value[3]
2003-04	2003	$11,285,005	$1,967,940	$318,532	$5,620	$711,733	$1,007,943	$5	$144,388	$5,750,497	$9,690,669	7.09	$11,365,493
2004-05	2004	12,816,625	2,179,517	357,154	6,805	783,710	1,112,104	402	133,717	6,586,958	10,803,076	7.09	12,709,501
2005-06	2005	15,230,443	2,532,931	398,332	6,265	782,167	1,293,602	50,024	170,462	7,877,510	12,586,716	6.95	14,807,901
2006-07	2006	19,314,388	2,910,620	475,306	9,753	923,930	1,535,914	58,824	215,642	10,288,303	15,156,074	6.60	17,830,675
2007-08	2007	20,393,461	3,059,415	525,455	1,859	973,415	1,632,279	69,259	220,502	10,331,656	16,543,989	5.91	19,463,515
2008-09	2008	18,782,403	3,133,542	574,514	1,791	993,442	1,702,431	60,612	218,278	10,009,077	15,457,936	5.91	18,185,807
2009-10	2009	15,156,061	3,163,397	535,144	6,257	1,082,935	1,120,945	50,388	195,115	7,898,324	13,411,918	5.91	15,778,727
2010-11	2010	12,917,788	2,754,488	472,884	5,837	1,134,502	1,013,896	50,474	185,215	6,589,005	11,946,079	5.91	14,054,209
2011-12	2011	11,787,282	2,601,792	429,076	4,779	1,106,711	966,869	48,291	140,285	5,930,993	11,154,092	5.91	13,122,461
2012-13	2012	12,337,191	2,629,033	408,480	2,512	1,093,360	968,441	51,916	149,419	6,154,429	11,485,921	6.77	13,512,848

(1) Pinellas County Property Appraiser.
(2) Includes leasehold interest, miscellaneous and centrally assessed.
(3) Estimated actual value is calculated by dividing the total taxable assessed value by .85 (this value is net of exemptions).

CITY OF ST. PETERSBURG, FLORIDA
RATIO OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	GOVERNMENTAL ACTIVITIES					
Fiscal Year	General Non-ad Valorem Notes & Bonds	Public Improvement Revenue Bonds	Utility Tax Revenue Bonds	Pro Sports Facility Revenue Bonds	Excise Tax Revenue Bonds	Capital Improvement Revenue Bonds
2004	$37,768,000	$42,664,107	$15,558,898	$27,185,000	$75,520,000	$4,855,000
2005	50,075,000	38,389,293	11,596,971	26,210,000	70,680,000	4,625,000
2006	50,380,000	33,916,388	11,458,248	25,295,000	65,630,000	4,380,000
2007	44,395,000	29,159,779	9,271,756	24,360,000	60,350,000	4,120,000
2008	39,946,000	24,077,211	5,250,000	23,410,000	54,825,000	2,455,000
2009	38,855,000	18,665,000	2,690,000	22,435,000	49,040,000	-
2010	36,729,000	12,770,000	-	21,445,000	42,975,000	-
2011	39,033,000	6,540,000	-	20,425,000	36,610,000	-
2012	36,155,000	-	-	19,375,000	29,925,000	-
2013	32,332,000	-	-	18,290,000	22,895,000	-

	BUSINESS-TYPE ACTIVITIES[1]						
Fiscal Year	Water Resources Revenue Bonds and Notes	Stormwater Revenue Bonds	Airport Revenue Bonds	Golf Course Revenue Bonds	Golf Course Capitalized Leases	Marina Revenue Notes	Total Primary Government
2004	$129,169,223	$20,478,000	$2,730,000	$670,000	$ -	$ -	$356,598,228
2005	135,892,068	20,478,000	2,520,000	345,000	-	-	360,811,332
2006	185,909,783	20,478,000	2,300,000	-	150,000	-	399,747,419
2007	179,802,376	21,256,000	1,950,000	-	105,908	7,430,000	382,094,911
2008	175,585,602	21,180,000	1,580,000	-	56,059	7,055,000	355,363,813
2009	223,205,250	21,048,000	-	-	4,390	6,665,000	382,603,250
2010	218,575,075	20,910,000	-	-	-	6,260,000	359,664,075
2011	262,640,789	20,764,000	-	-	162,153	5,840,000	391,852,789
2012	261,989,489	20,614,000	-	-	116,021	5,405,000	373,463,489
2013	300,073,123	20,456,000	-	-	68,803	4,950,000	397,707,172

Fiscal Year	Percentage of Total Taxable Assessed Value[1]	Per Capita	Property Tax Value[2]	Permanent Population[3]
2004	0.0332	1,409.42	$10,782,054,510	253,010
2005	0.0305	1,421.07	11,899,634,887	253,902
2006	0.0294	1,572.42	13,690,063,184	254,225
2007	0.0234	1,508.06	16,302,500,912	253,369
2008	0.0200	1,413.21	17,718,466,042	251,459
2009	0.0230	1,538.23	16,623,629,970	248,729
2010	0.0246	1,459.81	14,560,445,457	246,378
2011	0.0298	1,600.91	13,067,079,244	244,769
2012	0.0304	1,516.34	12,220,784,811	246,293
2013	0.0330	1,605.78	12,067,827,749	247,673

(1) Total primary government outstanding debt divided by Property tax value.
(2) Pinellas County Property Appraiser.
(3) City of St. Petersburg Economic Development Department.

TEN MAJOR PRINCIPAL PROPERTY TAX PAYERS
FISCAL YEAR ENDED SEPTEMBER 30, 2013[1]

Taxpayer	Type of Business	Taxable Assessed Valuation	Percent of Total Taxable Assessed Valuation
Duke Energy	Utility – Power	$181,824,579	1.80%
De Bartolo Capital	Retail Mall	115,500,000	0.95
Raymond James & Associates	Investments	106,050,939	0.89
Bright House Networks	Utility – Cable	57,495,404	0.40
Franklin Templeton	Investments	50,000,000	0.40
Val –Pak	Advertising	48,330,245	0.35
Verizon	Utility – Telephone	41,228,783	0.34
Vinoy Park Hotel Co.	Hotel	34,500,000	0.31
Zarcalres Central LLC	Real Estate	34,250,000	0.29
Carillon Holdings LLC	Real Estate	33,354,780	0.28
	TOTAL	$702,534,730	6.01%

(1) Pinellas County Property Appraiser. Total taxable assessed value for 2013 is $12,067,827,749.

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CITY'S PROPERTY TAX LEVIES AND COLLECTIONS[1]
LAST TEN FISCAL YEARS

Tax Levy		Collections to Date	
Fiscal Year	Amount[3]	Amount	Percent of Levy[2]
2003-04	$76,471,927	$76,647,521	100.23%
2004-05	84,336,077	84,538,861	100.24
2005-06	95,171,019	95,292,665	100.13
2006-07	107,596,506	104,184,511	96.83
2007-08	104,760,430	101,436,249	96.83
2008-09	98,287,212	95,111,128	96.77
2009-10	86,088,634	83,476,320	96.97
2010-11	77,259,092	75,033,218	97.12
2011-12	72,255,376	70,322,058	97.32
2012-13	81,749,936	78,779,223	96.37

(1) Pinellas County Property Appraiser.
(2) Prior to fiscal year 2013 the delinquent taxes collected by the original tax year levied data was not available. As such all delinquent tax collections received during the year were applied to the year prior to collection, regardless of the year in which the taxes were originally levied. Fiscal year 2013 delinquent tax collections have been applied to the year in which they were originally levied. Consequently, the Percentage of Levy in Total Collections to Date may be greater than 100% for years prior to fiscal year 2013.
(3) Delinquent taxes by levy year are not available.

DIRECT AND OVERLAPPING PROPERTY TAX RATES[1]
LAST TEN FISCAL YEARS
(In Mills, Per $1,000 of Assessed Value)

	City of St. Petersburg Direct Rates		Overlapping Rates[2]				
	General		Pinellas County				
Fiscal Year	Basic Rate	Total Direct Rate	County Board Rate	School Board Rate	EMS Rate	Others Districts Rate[3]	Suncoast Transit Authority Rate
2003-04	7.0900	7.0900	6.1410	8.2430	0.6600	1.6562	0.6319
2004-05	7.0900	7.0900	6.1410	8.1220	0.6600	1.6557	0.6377
2005-06	6.9500	6.9500	6.1410	8.3900	0.6600	1.6555	0.6377
2006-07	6.6000	6.6000	5.4700	8.2100	0.6300	1.6378	0.6074
2007-08	5.9125	5.9125	4.8730	7.7310	0.5832	1.5121	0.5601
2008-09	5.9125	5.9125	4.8730	8.0610	0.5832	1.5551	0.5601
2009-10	5.9125	5.9125	4.8730	8.3460	0.8506	1.5106	0.5601
2010-11	5.9125	5.9125	4.8730	8.3400	0.5832	1.4410	0.5601
2011-12	5.9125	5.9125	4.8730	8.3850	0.8506	1.2390	0.7305
2012-13	6.7742	6.7742	5.0727	8.3020	0.9158	1.3034	0.7305

(1) Pinellas County Tax Collector.
(2) Overlapping rates are those of local and county governments that apply to property owners within the City of St. Petersburg.
(3) Other districts include Pinellas County Planning Council, Juvenile Welfare Board, Southwest Florida Water Management District, and Pinellas Anclote River Basin.

In 2008, Florida voters and the legislature approved various changes in the manner in which property taxes are assessed. Such changes include (1) an exemption of an additional $25,000 of the assessed value of homestead property (to be applied on the assessed value between $50,000 and $75,000); provided however, this reform does not apply to tax levies by school boards; (2) a cap of 10 percent on yearly assessment increases on certain non-homestead residential and commercial property; provided however, this reform does not apply to tax levies by school boards; (3) portability of the three percent cap on homestead residential property, up to $500,000, when relocating to a new home within Florida; and (4) a $25,000 exemption from the tangible personal property tax. The 10 percent cap affected assessments beginning on January 1, 2009. All other reforms took effect retroactive to January 1, 2008.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2013

Type of Debt	Debt Outstanding[1]	Estimated Percentage Applicable[2]	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Pinellas County School Board	$21,985,000	26.82%	$5,896,377
Pinellas County	3,108,726	26.82	833,760
Subtotal, Overlapping Debt			6,730,137
City Direct Debt[3]			72,839,226
Total Direct and Overlapping Debt			$79,569,363

(1) Pinellas County School Board and Pinellas County.
(2) City of St. Petersburg Economic Development Department. Total population for the City of St. Petersburg (247,673) divided by total population for Pinellas County (926,610).
(3) City of St. Petersburg 2013 Debt Supplement, Combined Schedule of Gross and Net Debt.

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NET BONDED DEBT PER CAPITA AND RATIO OF NET GENERAL BONDED DEBT TO TAXABLE ASSESSED VALUE FOR THE LAST TEN YEARS

Year	Permanent Population[1]	Property Tax Value[2]	General Obligation Bonds	Net General Obligation Bonds	Net Bonded Debt Per Capita	Percentage of Total Taxable Property Value
2004	253,010	$10,782,054,510	$ -	$ -	$ -	0%
2005	253,902	11,899,634,887	-	-	-	0
2006	254,225	13,690,063,184	-	-	-	0
2007	253,369	16,302,500,912	-	-	-	0
2008	251,459	17,718,466,042	-	-	-	0
2009	248,729	16,623,629,970	-	-	-	0
2010	246,378	14,560,445,457	-	-	-	0
2011	244,769	13,067,079,244	-	-	-	0
2012	246,293	12,220,784,811	-	-	-	0
2013	247,673	12,067,827,749	-	-	-	0

(1) City of St. Petersburg Economic Development Department.
(2) Pinellas County Property Appraiser.

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COMPUTATION OF LEGAL DEBT MARGIN
FISCAL YEAR 2013
(In Thousands)

Taxable Assessed Value - January 1, 2013[1]	$12,067,827,749
Debt Limit - Percent of Taxable Assessed Value[2]	0.125
Legal Limitation for the Issuance of General Obligation Bonds	1,508,478,469
Amount of Debt Applicable to Debt Limit	--
Legal Debt Margin	$1,508,478,469

(1) Pinellas County Property Appraiser.
(2) Florida Statutes.

REVENUE BOND COVERAGE
LAST FIVE FISCAL YEARS

Fiscal Year	Public Improvement Revenue Bonds	Utility Tax Revenue Bonds	Excise Tax Revenue Bonds	Professional Sports Facility Sales Tax Revenue Bonds	Water Resources & Stormwater Revenue Bonds
			Annual Coverage		
2008-09	1.50	13.69	2.36	1.04	2.05
2009-10	1.28	11.43	2.32	1.05	1.87
2010-11	1.15	-	2.44	1.05	1.79
2011-12	1.22	-	2.63	1.05	1.93
2012-13	-	-	2.69	1.05	1.80
			Maximum Coverage		
2008-09	4.45	13.68	2.37	1.05	1.74
2009-10	4.44	-	2.33	1.05	1.68
2010-11	4.09	-	2.44	1.05	1.56
2011-12	N/A	-	2.63	1.05	1.90
2012-13					

DEMOGRAPHIC INFORMATION[1]
LAST TEN YEARS

Year	Permanent Population	Personal Income (thousands of dollars)	Per Capita Income	Median Age	Public and Private School Enrollment[2]	Unemployment Rate (%)
2004	253,010	5,938,651	23,472	40.3	127,974	3.9
2005	253,902	6,082,984	23,958	39.7	126,948	3.7
2006	254,225	6,723,234	26,446	41.4	124,172	3.2
2007	253,369	6,277,977	24,778	41.4	122,496	3.4
2008	251,459	6,047,640	24,050	41.3	121,819	5.7
2009	248,729	6,816,447	27,405	42.4	119,189	9.6
2010	246,378	6,218,154	25,238	42.8	117,653	11.9
2011	244,769	6,341,838	25,909	41.6	102,131[3]	10.7
2012	246,293	6,748,428	27,400	41.3	101,818[3]	9.1
2013	247,673	7,012,117	28,312	41.7	_____	7.1

(1) City of St. Petersburg Economic Development Department.
(2) JWB Children's Services Council of Pinellas County.
(3) Public Schools Only.

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TEN MAJOR PRINCIPAL EMPLOYERS[1]
FISCAL YEAR ENDED SEPTEMBER 30, 2013

Employer	Employees	Percent of Total City Employment[2]
Raymond James & Associates	3,100	2.95%
All Children's Health System	3,000	2.85
Home Shopping Network	2,900	2.76
Bayfront Medical Center, Inc.	2,000	1.90
Brighthouse Networks	1,800	1.71
FIS Management Services	1,700	1.62
St. Anthony's Hospital	1,600	1.52
Jabil Circuit	1,400	1.33
Transamerica Life Insurance Company	1,000	0.95
Franklin Templeton Investments	900	0.86
	19,400	18.45%

(1) City of St. Petersburg Economic Development Department. Schedule does not include governmental or school employees.

(2) Total employees per principal employer divided by total employees in the City of St. Petersburg for 2013 is 105,126.

APPENDIX B

General Purpose Financial Statements

APPENDIX C

Public Utilities System

APPENDIX C

PUBLIC UTILITIES SYSTEM

The City of St. Petersburg, Florida (the "City") utilizes a Public Utilities System, which includes the treatment, transmission and distribution of potable water; collection, transmission, treatment and effluent disposal of wastewater; storage, pumping, treatment, transmission and distribution of reclaimed water; and the collection, transmission and treatment of stormwater within the City and adjacent areas. Also included in the Public Utilities System are the existing properties and assets, real and personal, tangible and intangible, owned or operated by the City that are used or useful for the aforementioned purposes and all properties and assets constructed or acquired as additions, improvements and betterments to the System and extensions thereof.

The Public Utilities System is governed by two departments of the City. The Water Resources Department and the Stormwater Department are two of six (6) major departments within the Public Works Administration of the City.

Water Resources Department

The Water Resources Department is organized to provide three major services to customers within the City and adjacent areas.

1. Treatment, transmission and distribution of potable water;

2. Collection, transmission, treatment and effluent disposal of wastewater; and

3. Storage, pumping, transmission and distribution of reclaimed water.

Maintenance

The Water Resources Department utilizes a decentralized maintenance organization for all utility facility maintenance. Each water and wastewater facility is responsible for its own maintenance. Those responsibilities include mechanical, electrical and instrumentation maintenance of all facilities including: the 4 water reclamation facilities and ground storage facilities, reclaimed water pump stations, 83 wastewater lift stations, 1 water treatment facility, 2 master water pump stations and 4 stormwater pump stations. In addition, a small maintenance group assigned at the administrative complex shares the maintenance responsibility for various Water Resources buildings, including the environmental laboratory, and administration and operations buildings.

The Water Resources Department has two basic maintenance programs: the Corrective Maintenance Program ("CMP") and the Preventative Maintenance Program ("PMP"). The CMP involves replacing or repairing equipment that has become unserviceable, inadequate, worn-out or unfit to be used in the operation of the water, wastewater, or reclaimed water systems. The PMP is designed to prevent equipment breakdowns or building deterioration.

Customer Base for Water and Wastewater Systems

The City supplies retail water to its residents as well as to residents in the City of South Pasadena. The City also supplies retail water service to unincorporated areas of Bear Creek, Lealman, Gandy Boulevard, Seminole, and Bay Pines in Pinellas County and to certain customers previously in the unincorporated areas but currently annexed by other municipalities. The City supplies wholesale water to

the City of Gulfport. The City supplies retail wastewater service to residents within the City limits and to certain areas of unincorporated Pinellas County. The City supplies wholesale wastewater service to the Cities of South Pasadena, Gulfport, St. Pete Beach, and Treasure Island and to the Bear Creek Sanitary District, Fort DeSoto Park, and Tierra Verde Utilities, Inc. for the unincorporated area of Pinellas County known as Tierra Verde. As of December 2013, the City no longer receives wastewater flow from the Gateway Centre Development in the City of Pinellas Park. Pinellas Park constructed infrastructure to transport wastewater flow into its collection system. Pinellas Park's wastewater flow is now treated by facilities owned and operated by Pinellas County Utilities. As of June 2014, the Water Resources Department had 91,210 water service accounts and 80,4747wastewater service accounts.

WATER SYSTEM
Consumption and Revenues

The water consumption for both residential users and commercial users (which includes the City's wholesale customers) for the last five years is set forth in the following table:

RESIDENTIAL AND COMMERCIAL WATER CONSUMPTION
(MILLION GALLONS PER DAY - MGD)

	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014[2]
Residential[1]	16.55	16.75	16.84	16.61	16.36
Commercial	6.05	6.12	6.09	5.99	5.86
Wholesale	.99	.98	.98	.96	.96
Total	**23.59**	**23.85**	**23.91**	**23.56**	**23.18**

(1) Residential consumption fluctuations based upon conservation policies of the City as well as moratoriums from time to time on lawn sprinkling during drought conditions.
(2) Consumption is estimated for July, August and September 2014.

The revenues from the sale of water to residential and commercial users (which include the City's wholesale customers) for the last five years is set forth in the following table:

WATER REVENUE

	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014[1]
Residential	$29,506,488	$31,742,429	$34,091,726	$34,705,214	$35,400,000
Commercial	10,247,456	10,943,759	11,716,139	11,713,255	12,000,000
Wholesale	1,404,743	1,494,014	1,552,694	1,577,341	1,625,000
Total	**$41,158,687**	**$44,180,202**	**$47,360,559**	**$47,995,810**	**$49,025,000**

(1) Revenue is estimated for July, August and September 2014.

The City's ten largest retail water consumers and their total water consumption and revenue generated thereby are set forth in the following table:

TEN LARGEST RETAIL WATER CONSUMERS

Name	12 Month Year Consumption (Gallons)[1]	12 Month Year Revenue[1]	% Total Rev
Florida Power Plant (Duke Energy)	115,295,300	$584,852	1.23%
All Children's Health System	50,879,800	$201,776	.43%
USA Veterans Hospital	46,608,300	$360,044	.76%
North St. Petersburg LLC	31,685,600	$129,410	.27%
Pacifica Emerald Bay	30,991,600	$127,828	.27%
Placido Bayou	29,580,200	$139,547	.29%
Eckerd College	27,287,300	$121,713	.26%
QM Apartments LP	25,432,600	$98,197	.21%
WSRH VSP LP & WSRH CLUB VSP L	25,089,000	$100,861	.21%
Lincoln Shores Assocs LLC	24,679,000	$98,870	.21%
TOTAL	**407,528,700**	**$1,963,098**	

(1) For the period between July 2013 and June 2014.

The City's wholesale water customer and its water consumption and revenue generated thereby is set forth in the following table:

WHOLESALE WATER CUSTOMER

Name	Fiscal Year 2014 Consumption (MGD)[1]	Fiscal Year 2014 Revenue[1]	% Total Rev
City of Gulfport	.96	$1,625,000	3.3%

(1) Consumption and Revenue are estimated for July, August and September 2014.

WASTEWATER SYSTEM
Consumption and Revenues

The revenues from the collection, transmission, treatment and effluent disposal of wastewater to residential and commercial users (including the City's wholesale customers) for the last five years is set forth in the following table:

WHOLESALE & RETAIL WASTEWATER REVENUES

	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014
Residential	$32,348,272	$35,250,625	$36,483,340	$36,465,234	$37,650,000
Commercial	9,081,376	9,954,926	10,256,853	10,036,916	10,201,000
Wholesale	6,885,122	6,082,895	6,860,213	7,179,853	7,646,000
Total	**$48,314,770**	**$51,288,446**	**$53,600,406**	**$53,682,003**	**$55,497,000**

(1) Revenue is estimated for July, August and September 2014.

The City's ten largest retail wastewater consumers and their average wastewater consumption and revenue generated thereby are set forth in the following table:

TEN LARGEST RETAIL WASTEWATER CUSTOMERS

Name	12 Month Year Consumption (Gallons)[1]	12 Month Year Revenue[1]	% Total Rev
All Children's Health System	50,879,800	$226,482	.51%
North St. Petersburg LLC	31,685,600	$138,179	.31%
Pacifica Emerald Bay	30,991,600	$137,749	.31%
Placido Bayou	29,580,200	$143,942	.33%
Eckerd College	27,287,300	$119,431	.27%
QM Apartments LP	25,432,600	$119,334	.27%
WSRH VSP & WSRH Club VSP LLC	25,089,000	$117,034	.27%
Lincoln Shores Assocs LLC	24,679,000	$113,840	.26%
St. Anthony's Hospital	21,688,100	$104,869	.24%
Enclave Sable Pointe Condo	19,543,900	$85,258	.19%
TOTAL	**286,857,100**	**$1,306,118**	

(1) For the period between July 2013 and June 2014.

The City's wholesale wastewater customers and their wastewater consumption and revenues generated thereby are set forth in the following table:

WHOLESALE WASTEWATER CUSTOMERS

Name	Fiscal Year 2014 Consumption (MGD)[1]	Fiscal Year 2014 Revenue[1]	% Total Rev
City of St. Pete Beach	2.99	$2,827,400	5.4%
City of Treasure Island	1.28	2,100,500	4.0%
City of Gulfport	1.02	1,059,200	2.0%
City of South Pasadena	0.50	649,000	1.2%
Bear Creek	0.41	535,000	1.0%
Tierra Verde Utilities, Inc.	0.34	443,000	0.8%
City of Pinellas Park (Gateway Centre) [2]	0.05	14,600	0.02%
Fort DeSoto	0.01	17,000	0.03%
Total	**6.60**	**$7,645,700**	

(1) Consumption and Revenues are estimated for July, August and September 2014
(2) Pinellas Park only provided flow between October 2013 and January 2014

WATER SYSTEM

Organization

The water treatment facilities and high-service pumping, transmission, storage and repump facilities are operated and maintained by the Water Resources Department. The distribution system maintenance is also the responsibility of the Water Resources Department.

The engineering firm of Greeley and Hansen LLC has provided professional engineering services related to the Water System for over 50 years. Based on their knowledge and understanding of the Water System, Greeley and Hansen LLC stated in a letter delivered to the City on July 18, 2014, that they

believe the existing Water System to be in good operating condition and capable of meeting the City's water service area requirements.

Service Area

The City's Water Resources Department Water District Planning Area includes the Cities of St. Petersburg, Gulfport and South Pasadena; the unincorporated areas in Pinellas County of Bear Creek, Lealman, Gandy Boulevard, Seminole, and Bay Pines and certain properties previously in unincorporated areas currently annexed by other municipalities. The City of Gulfport utilizes its own water distribution system. The distribution systems within the City of South Pasadena and in the aforementioned unincorporated areas are owned and operated by St. Petersburg. The City's Water Resources Department also provides water on an emergency basis to portions of Pinellas County.

Water Supply

The City currently purchases its raw water from Tampa Bay Water, a Regional Water Supply Authority ("Tampa Bay Water"), which was created to develop, operate and manage the water supply resources for its Member Governments. The Member Governments of Tampa Bay Water include the Cities of New Port Richey, St. Petersburg and Tampa and the Counties of Pasco, Pinellas and Hillsborough. All of the Member Governments (except the City of Tampa and its Hillsborough River water supply facilities) transferred their water supply facilities to Tampa Bay Water (except for certain limited exceptions) in order for it to serve as the sole raw water supplier to the tri-county area. A unitary rate is charged to all six Member Governments for the provision by Tampa Bay Water of wholesale water. Under the terms of the governing contracts for Tampa Bay Water, none of the Member Governments may develop individual water supply sources for their own use, except as authorized by the Interlocal Agreement.

The water supply to the City is provided by Tampa Bay Water from groundwater well fields located in Hillsborough and Pasco counties; surface water from the Hillsborough and Alafia rivers and a seawater desalination plant located at Apollo Beach, Florida. The City is connected to the regional water system at the City's Cosme Water Treatment Plant through a 42-inch main, which connects the South Pasco Well Field to the 84-inch main from the Cypress Creek Pumping Station. The City's Water System also interconnects with the Pinellas County Water System and the City of Clearwater for water exchanges during emergency shutdowns.

The unitary rate charged to the Member Governments for the purchase of water supply may be offset by annual credits to each of them for a portion of the purchase price for their water supply facilities. The City sold its water supply facilities to Tampa Bay Water in 1998 for a total of $119,518,814, $93,400,000 of which was paid as a lump sum to the City. The $93,400,000 proceeds from the sale of the water supply facilities were transferred to an Operating Reserve Fund. See "SECURITY FOR THE BONDS – Net Revenues of the System" for more information about the Operating Reserve Fund. The remaining $26,118,814 of the purchase price is amortized as an annual credit against the cost of the water supply purchased by the City from Tampa Bay Water. Such annual credit is computed on a 30 year amortization of the net purchase price, compounded semi-annually using the interest rate borne by the Tampa Bay Water Utility System Revenue Bonds, Series 1998B.

Water Treatment, Storage, Transmission and Distribution

Potable water delivered from Tampa Bay Water (TBW) is treated at the City's Cosme Water Treatment Plant ("Cosme WTP") which has a rated capacity of 68.6 mgd. The treatment plant provides aeration, softening using lime precipitation, filtration and chlorination. During several months of the year, the combination of surface water, ground water and desalination water results in TBW producing a

relatively "soft" water. For these times when the "soft" water is coming into Cosme, it is not necessary to further soften the water. The City is currently evaluating a full-scale pilot program to bypass the softening process and the finished water pumps. Bypassing these processes results in reduced chemical and lower electric costs. If the results of this pilot project are positive, then the City will install the necessary equipment, pipes and valves to make this a permanent operating option. Typical average daily water use currently is in the range of 26.91 to 28.15 mgd, with peak day use in the range of 28.51 to 30.98 mgd.

The City's water distribution facilities include high service pumps, storage facilities; repump stations, transmission mains and distribution mains. Six high service pumps are located at the Cosme WTP, and have a firm capacity of 78 mgd and a total capacity of 104 mgd.

The finished water is pumped from the Cosme WTP twenty-six miles through two transmission mains, a 36-inch main constructed in 1929 and a 48-inch line constructed in 1962, to the Oberly and Washington Terrace Pumping Stations respectively. Both pumping stations are located on the northern edge of the City's distribution system. The City of Gulfport and several areas of unincorporated Pinellas County are served by the City's Water System. There are approximately 1,540 miles of water main distribution pipeline. There are approximately 6,400 fire hydrants connected to the potable water system.

WASTEWATER SYSTEM

Organization

Water Reclamation Facilities

The City owns and operates four water reclamation facilities.

Plant No.	Name	Design Hydraulic Capacity (mgd)
1	Albert Whitted Water Reclamation Facilities	12.4
2	Northeast Water Reclamation Facilities	16.0
3	Northwest Water Reclamation Facilities	20.0
4	Southwest Water Reclamation Facilities	20.0
	TOTAL	**68.4**

The City built the Albert Whitted Water Reclamation Facility ("WRF") to provide service to downtown. As the City expanded, demand for wastewater services increased and the City responded to such increased demand with the construction of three more WRFs. The northeast area of the City, along with some unincorporated areas, are provided wastewater treatment by the Northeast WRF, which has a capacity of 16.0 mgd. The southwest area of the City, along with the Tierra Verde area of Pinellas County and a portion of the City of Gulfport and Fort Desoto Park, are provided wastewater treatment by the Southwest WRF, which has a capacity of 20.0 mgd. The northwest areas of the City, along with a portion of Gulfport and the Cities of Treasure Island, South Pasadena, St. Pete Beach, and the Bear Creek area of Pinellas County, are provided wastewater treatment by the Northwest WRF, which has a capacity of 20.0 mgd. The southeast area of the City is provided wastewater treatment by the Albert Whitted WRF, which has a capacity of 12.4 mgd. The Northeast and Southwest WRFs each have three deep injection wells, while the Northwest and Albert Whitted WRFs have two deep injection wells each.

As the City grew, so too did the need for expansion of the wastewater treatment facilities. In 1972 the Wilson-Grizzle Bill was enacted by the Florida Legislature. It required all communities in the Tampa Bay area to cease discharging wastewater into Tampa Bay or to treat their discharge with

advanced wastewater treatment ("AWT") technology. Acceptable effluent for discharge to surface water was defined as one that did not exceed 5 mg/1 BOD, 5 mg/1 suspended solids, 3 mg/1 total nitrogen, and 1 mg/1 total phosphorus. The City evaluated the alternatives and, based on the cost of constructing and operating AWT facilities, and considering the water supply problems, opted to upgrade the plants to advanced secondary treatment (secondary treatment and filtration) and implemented an effluent recycling and deep well injection program that would result in zero-discharge.

The expansion of each WRF incorporated a design that would provide pumping, storage and distribution facilities for the final treated effluent, rather than direct discharge into Tampa Bay or the Gulf of Mexico. This decision resulted in a base design that the City used to develop one of the largest reclaimed water systems in the country. Each of the four WRFs is connected to the citywide distribution system that provides flexibility in the storage and distribution of the reclaimed water.

In 2011, the City initiated a study to evaluate the impacts of taking the Albert Whitted WRF out of service and pumping the flow to the Southwest WRF. The study projected relatively flat increases in the wastewater flows to the four WRFs over the 20-year planning period. The study then evaluated the treatment capacity of each facility and determined that the Southwest WRF had sufficient excess treatment capacity. By taking the Albert Whitted WRF out of service and transferring the flow to the Southwest WRF, the City could reduce the number of facilities that needed to be operated and maintained. Based on a 20-year Present Worth analysis, this flow transfer would save over $30 million dollars during the 20-year planning period. The pumping station and pipeline have been designed and are currently under construction. Based on the current construction schedule, the facilities will be placed into service in the fall of 2014. At that time, the Albert Whitted WRF will be taken out of service and decommissioned.

The City currently has 8 deep injection wells, each approximately 700 to 1,000 feet deep, with a combined capacity of 134 mgd. In addition, it has one aquifer storage and recovery (ASR) well at the Southwest WRF. Excess reclaimed water is injected into this well during the wet season and then pumped out and utilized during the dry season. No discharge is allowed into surface waters. Sludge is disposed of through contract removal and disposal on agricultural land. Based on the 2000 Census, the total functional population served by the City's four WRFs was 321,610 in 2010. The City currently permits and monitors 26 businesses as part of the industrial pretreatment program. Sixteen of the 26 businesses pre-treat their waste onsite before it is discharged into the wastewater system. One business is a zero-discharge industrial facility, which means they voluntarily elect to not discharge any of their process wastewater, but are required to maintain the necessary permits. Nine of our industries/businesses are not required to pre-treat their waste prior to discharge into the wastewater system.

In 2010, the City began an initiative to study and evaluate the methods used for treatment and disposal of biosolids from the four WRF's. This was in response to significant changes by the United States Environmental Protection Agency to the regulations for the land application of biosolids. The conclusion of the studies was to centralize biosolids treatment at the Southwest WRF. As noted earlier, Albert Whitted flows and their associated biosolids were already programmed to be transferred to the Southwest WRF. Biosolids from the Northeast and Northwest WRFs will be transferred to Southwest WRF using new force mains and the existing gravity collection system. At the Southwest WRF, the biosolids will be collected in primary and secondary clarifiers, thickened, digested in a Temperature Phased Anaerobic Digestion (TPAD) process and then dewatered. The resulting Class "A" biosolids will be land applied by a private contractor. The methane gas produced by the digestion process will be collected, cleaned and compressed to produce Renewable Natural Gas (RNG). The RNG will be used to power natural gas-driven City Sanitation trucks and/or will be used in a natural gas engine generator to procedure electricity for the operation of the Southwest WRF. A Present Worth analysis indicated a $30 million savings in Present Worth over 20 years as opposed to continuing with current processes. The City was awarded a $2.5 million grant through the Department of Energy for the study and design of the

biosolids process. The City is currently investigating other government and/or private grant opportunities. Detailed design has recently been initiated and will extend through the Fall of 2015. The construction phase is anticipated to take approximately two years.

The City has received its MS4 permit renewal, which requires that the City address Total Maximum Daily Loads (TMDLs) that were established at the time of the permit renewal. The Florida Department of Environmental Protection ("FDEP") and the Environmental Protection Agency (EPA) have issued Total Maximum Daily Loads ("TMDLs") on the Joe's Creek/Miles Creek watershed for nutrients, dissolved oxygen, biological oxygen demand, and fecal coliform. The watershed is shared with Pinellas County. Additionally, FDEP has issued fecal coliform TMDLs for the Clam Bayou watershed. Finally, one other TMDL existed at the time of permit renewal, a fecal coliform TMDL in the Roosevelt Basin on the northern side of the city. A key element of meeting these TMDLs is the City's ongoing program to maintain and rehabilitate the wastewater collection system in order to eliminate overflows.

Wastewater Collection System

The City's wastewater collection system consists of approximately 19,400 manholes, 900 miles of gravity sewer main lines, 470 miles of lateral service pipe, 83 lift stations, and 50 miles of pressurized force main pipe. The development of the City's wastewater collection system dates back to 1894, with about 25% of its current size having been built prior to 1933. Most of the remaining areas were built between 1950 and 1962. Older portions of the system were constructed primarily of vitrified clay pipe ("VCP"), cast iron pipe ("CIP"), and reinforced concrete pipe ("RCP"). Current construction methods utilize installation of polyvinyl chloride pipe ("PVC"). Newer rehabilitation methods utilize installation of high-density polyethylene ("HDPE") or cured in place pipe ("CIPP") liner materials. Pipe bursting, horizontal directional drilling and other trenchless methods are also employed to reduce the cost and impact of sanitary sewer pipe construction or replacement projects.

The City's wastewater collection system contains approximately 80,474 service connections and is divided into four service areas, each with its own wastewater treatment or water reclamation facility ("WRF"). These service areas are categorized geographically into the Southeast or Albert Whitted Area, the Northeast, Northwest, and Southwest areas. The portions of the entire collection system served by these facilities are as follows:

Wastewater System Inventory

Service Area	Manholes	Gravity Sewers (feet)	Lift Stations	Force Mains (feet)	Water Reclamation Facilities
Albert Whitted	3,850	1,160,000	12	50,000	1
Southwest	6,050	1,470,000	26	90,000	1
Northwest	4,550	950,000	14	20,000	1
Northeast	4,950	1,240,000	31	100,000	1
Total	**19,400**	**4,820,000**	**83**	**260,000**	**4**

The Cities of St. Pete Beach, Treasure Island, South Pasadena and the Sanitary Sewer District known as Bear Creek are wholesale customers of the City. They own their own collection and transmission systems, which convey untreated wastewater to the City's Pasadena Master pumping station. The wastewater is pumped through the Pasadena Master Booster Station to the Northwest Water Reclamation Facility for treatment. The City-owned pumping station located on Tierra Verde island receives untreated wastewater from that community and Ft. Desoto park (owned by Pinellas County). Those flows are conveyed to the Southwest Water Reclamation Facility. Flows from the City of Gulfport are also conveyed to the Southwest Water Reclamation Facility.

The southeast area of the City, including the downtown area, is currently served by the Albert Whitted WRF. The City has initiated a project to decommission the Albert Whitted WRF, and construct a master pumping station and 30" force main to redirect the wastewater from the Albert Whitted collection area to the Southwest WRF. Construction of this project was initiated during 2013 and is expected to be put in service in the Spring of 2015.

Historically, the City experienced severe problems with its wastewater collection system during the 1990's. These problems appeared to become chronic and led to the City initiating a comprehensive plan to correct defects within the system. In February of 2000, the City entered into a Consent Order agreement with FDEP. As part of this Agreement, the City voluntarily participated in the United States Environmental Protection Agency ("USEPA") Region Management, Operation and Maintenance/Corrective Management, Operation and Maintenance ("MOM/CMOM") Program.

In June of 2005, the USEPA sent a letter congratulating St. Petersburg for successful completion of the Program and commending the City on the material and operational improvements that were implemented. In May of 2008, the City received the Florida Water Environment Association's "Collection System of the Year Award" in the category of systems with over 50,000 service connections. The FDEP acknowledged the City's efforts by closing out the Consent Order Agreement in February of 2010, and the City's wastewater collection system is currently operating in good standing regarding all regulatory agencies.

The current capacity assurance, maintenance, operation, and management programs are designed to ensure long-term wastewater collection system reliability and performance. Scheduled preventive and corrective maintenance operations are being performed, and system upgrades or rehabilitation projects are planned to provide a sustained high level of service for the City's residents and customers.

Wholesale Sewer Contracts

The City presently provides service to seven wholesale customers for treatment of wastewater.

In January 2005, the City entered into a ten year agreement with the City of South Pasadena to be a wholesale user of the wastewater system. The City of South Pasadena discharges in excess of 188 million gallons of wastewater annually into the City's wastewater system.

In October 1988, the City also entered into a thirty year agreement with the City of Gulfport to be a wholesale user of the City's wastewater system. The City of Gulfport's annual discharge is in excess of 393 million gallons.

In March 2005, the City entered into a ten year agreement with Pinellas County Bear Creek Sanitary District to be a wholesale user of the City's wastewater system. Bear Creek's annual discharge is in excess of 156 million gallons.

On February 19, 1985, the City entered into an agreement with the City of St. Pete Beach to be a wholesale user of the City's wastewater system. The City of St. Pete Beach's annual discharge is in excess of 959 million gallons. A new agreement was entered into with the City of St. Pete Beach in November 2001 which, like the original agreement, remains in effect as long as the Northwest Water Reclamation Facility is in operation. The rate methodology was changed to a system-wide rate for operating expenses and a special rate for capital improvements based on the City of St. Pete Beach's share of the plant capacity at the Northwest Water Reclamation Facility and other shared facilities.

In September 2008, the City entered into a ten year agreement with Tierra Verde Utilities, Inc. ("TVU") to provide treatment of wastewater. TVU serves a development area adjacent to the City known

as Tierra Verde. The agreement provides for treatment of the maximum average daily flow on a monthly basis of 700,000 gallons per day. TVU's annual discharge is in excess of 124 million gallons.

In July 1978, the City entered into a twenty-five year agreement with the City of Treasure Island ("Treasure Island") for Treasure Island to become a wholesale user of the City's regional wastewater system. That agreement was superseded in January 1984 with a new 25-year agreement beginning January 3, 1983. Prior to 2004, Treasure Island's rate was calculated based on a proportionate share of the Northwest Water Reclamation Facility and other shared facilities. In 2004, Treasure Island elected to change its rate and pay a uniform volume rate based on system-wide costs that were charged to all other wholesale customers except St. Pete Beach. The agreement, as amended, expired in January 2008; however, the City continued to provide wastewater service to Treasure Island in accordance with the existing City Code which authorizes continued service upon expiration of existing contracts and which establishes a twenty-five percent (25%) outside of the City limits surcharge in accordance with the provisions of F.S. § 180.191. In October 2008, the City of Treasure Island challenged the 25% out of city surcharge included in its rate by filing a lawsuit in Pinellas County Circuit Court. The Circuit Court determined that St. Petersburg properly included the 25% out of city surcharge and that decision was upheld by the Second District Court of Appeals. In April 2013, Treasure Island filed a second lawsuit challenging a component of the wastewater rate involving payments in lieu of franchise fees. In July 2014, both Cities executed a Settlement Agreement, ending the ongoing litigation. The Cities also executed a new Agreement for Wastewater Services effective August 1, 2014 for a ten-year term. Treasure Island's annual discharge is in excess of 420 million gallons.

In March 1987, the City entered into a thirty-year agreement with the City of Pinellas Park to provide wholesale wastewater treatment for the Gateway Centre Development. As noted previously, the City of Pinellas Park has modified their collection system. In December 2013, the City of Petersburg no longer received wastewater from the City of Pinellas Park. The revenue loss was approximately $50,000 annually.

In October 2007, the City entered into a ten-year agreement with Pinellas County for Fort DeSoto Park to be a wholesale user of the City's wastewater treatment facility. Fort DeSoto Park annually discharges in excess of 4 million gallons.

In September 2014, the City Council will consider adopting a unitary rate that goes into effect October 1, 2014, of $2,869 per million gallons of treated wastewater for all wholesale sewer customers except the City of St. Pete Beach. The City of St. Pete Beach's rate is $2,058 per million gallons for operations and maintenance, and $49,651 per month for capital costs. The City will renegotiate all wholesale sewer contracts as those contracts expire. See "RATE STUDY - Wholesale Rates."

Maintenance

The City has undertaken construction and rehabilitation projects since the 1970s, including wastewater line relocations, gravity line reconstruction, lift station improvements and new lift station construction. New wastewater lines and extensions have been provided when the need or demand is required. Wastewater maintenance expenditures comprise a large share of the total operating expenditures of the Water Resources Department.

RECLAIMED WATER SYSTEM

The City operates one of the largest urban water reclamation systems in the world. The initial start-up of the reclaimed system began in 1977 and the system is now supplied by four water reclamation facilities. As of August 2014, the City had approximately 11,007 reclaimed water customers that used an average of 15.65 mgd of recycled water to irrigate more than 7,768 acres of turf grass and landscape

material. The system supports a number of air conditioning cooling towers and provides increased fire protection with the addition of 312 fire hydrants to supplement the existing emergency services. Reclaimed water is delivered by more than 287 miles of transmission and distribution mains ranging in size from 4 to 48 inches in diameter. Individual services are provided across the City through pipes ranging in size from 1 to 12 inches in diameter.

One benefit of the City's reclaimed water system is the conservation of potable water resources. Since the system has been in operation, potable water demand has decreased. During Fiscal Year 2014, the reclaimed water system distributed an average of 15.65 mgd of the almost 32.87 mgd average total water provided by the four water reclamation facilities. Because of the lower demand for potable water, which results in reduced wastewater, the necessity for a reclaimed water system expansion project has been postponed and may not be necessary at all, if current potable water usage trends continue. In addition to reducing potable water demand, the City has avoided the cost of treating the wastewater to the level required for surface water disposal.

Reclaimed water storage is provided onsite at the WRFs for a total storage capacity of 45 million gallons. To date, reclaimed water service outside of the City limits is limited to portions of the City of Gulfport.

All four of the WRFs' 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 permitted by FDEP. The wells are used during wet weather or other periods when the reclaimed water supply exceeds the reuse demand.

Use of the nutrient-rich reclaimed water also resulted in reduced fertilizer costs for the system's customers. Application of approximately 1-1/2 inches of reclaimed water per week provides about 50 percent of the nitrogen, phosphorus, and potassium requirements for horticultural and agricultural purposes.

The water reclamation facilities provide secondary effluent, followed by filtration and disinfection for landscape and turf irrigation, fire protection and cooling tower use. The major system components are located throughout the City.

In order to reduce the possibility of human ingestion of reclaimed water, the City adopted two important stipulations for connecting to the reclaimed water system: (1) the user must have an in-ground irrigation system, or (2) any hose connection assembly has to be special color-coded using a ¾" rubber hose and a lock-box type with cam lock connectors. In addition, the City has an aggressive inspection program of all reclaimed water use sites and a cross connection control prevention program.

One of the early decisions made during system installation involved color coding of all the PVC piping used in the water, reclaimed water and wastewater collection systems. The American Water Works Association standard for potable water is blue, wastewater is green and for reclaimed water the color designation by Florida Statute is Pantone 522C (lavender). All buried ductile iron piping is affixed with a lavender color-coded tape or poly wrap denoting it as a reclaimed water line. Fire hydrants are color-coded: the body is lavender and the bonnet and caps are reflective white. Reclaimed water currently serves only as a back-up for the fire protection system. It is not used as a primary fire protection source because the reclaimed water system is considered an interruptible service. Valve boxes are also easily identifiable between the potable water system and reclaimed water system. (Square = Reclaimed; Round = Potable). Backflow preventers have been installed at each potable water meter service where reclaimed water is in use or readily available.

The City has established a marketing program to encourage customers to conserve reclaimed water and use it wisely. The program focuses on educating the public concerning the benefits of using reclaimed water, such as its nutrient value and its availability during drought periods.

STORMWATER SYSTEM

The City owns, operates and maintains a system for the collection, transmission, treatment and disposal of stormwater runoff. The stormwater and drainage facilities in the City consist of approximately 70 miles of open ditches, 500 miles of stormwater piping, 14,000 catch basins, and 71 controlled lakes. Some of these facilities were originally constructed in 1915. Even though the facilities have received periodic maintenance, in many cases the growth of the City has far outstripped the ability of the facility to convey the runoff. Most of the facilities were constructed to provide flood protection, with stormwater quality treatment as an ancillary function. Because of the need to deal with aging infrastructure, the City initiated a neighborhood Area Improvement Plan ("AIP") in 1962, which included stormwater management. In 1977, a Master Storm Drainage Plan ("MSDP") was prepared to consider more comprehensive stormwater management planning. This plan identified $67,900,000 (in 1977 dollars) in capital improvement projects to address drainage in the City.

The purpose of the 1977 study was to identify drainage problems and their causes and to recommend the most cost-effective corrective action. In October 1987, the City's Public Works Administration developed an updated report to the 1977 MSDP. The updated report reflects upon the 1977 priorities and costs and 1988 priorities and costs, along with the projects completed and projects to be completed with Area Improvement Program funded projects. In 1993, the Area Improvement Program was completed, and included approximately $25 million in stormwater management improvements.

In 1991, the City applied for and received a grant from the Southwest Florida Water Management District ("SWFWMD") to prepare a comprehensive Stormwater Management Plan and make application to the EPA for the federally-mandated National Pollutant Discharge Elimination System ("NPDES") Stormwater Permit. The plan and permit were completed approximately four years later, with fifty percent of the expense (or $500,000) paid by SWFWMD. The Stormwater Management Plan evaluated the condition of all Master Storm Drainage Systems citywide (30" diameter pipe or larger) and identified approximately 330 projects totaling $345,400,000 (in 1995 dollars) to be implemented for flood control purposes. To date, the City has completed more than $140 million of those projects.

Storm drainage and treatment system maintenance, street sweeping operations and management of aquatic control services are performed by the Stormwater Maintenance Section. The Stormwater Maintenance Section is a part of the Stormwater, Pavement and Traffic Operations Department, within the Public Works Administration.

The three basic components of stormwater management are management services (design, planning, enforcement, monitoring), operation and maintenance (small-scale construction and repair, cleaning), and capital improvements (major construction). Funding for the first two components are provided by stormwater management utility fees. Funding for capital improvements is derived in part from the Net Revenues of the system and from the infrastructure sales tax.

The City had chosen to pay for current capital improvements to the storm drainage system on a pay-as-you-go basis. The funding source for current capital improvement projects has been stormwater management utility fees and/or local option sales tax receipts. However, the City accelerated funding for an additional $20 million of storm charge system projects with the proceeds of the City's Public Utility Revenue Bonds, Series 1999A.

NATIONAL ESTUARY PROGRAM

In April of 1991 the Tampa Bay Management Conference Agreement for the Tampa Bay National Estuary Program ("NEP") was signed. The agreement provided for the participating local governments to develop a comprehensive plan to restore Tampa Bay and to provide a share of the non-federal match funding. The agreement establishes NEP as a separate entity that will: (1) coordinate the development of local government and agency action plans, (2) prepare the Program's biennial environmental monitoring report, (3) continue community outreach programs, (4) oversee the ongoing atmospheric deposition research program, (5) assist NEP members in obtaining grants to fund NEP goals, and (6) where possible, implement those aspects of NEP goals not assigned to member governments. Funding for the NEP has been modified and the City's share for fiscal year 2013 will be approximately $33,379.

The Comprehensive Conservation and Management Plan for Tampa Bay ("CCMP") was created after five years of scientific research into Tampa Bay's most pressing problems. The CCMP initiatives include Action Plans for Water and Sediment Quality, Bay Habitats for Fish and Wildlife, Dredging, Spill Prevention and Response, and Public Education/Involvement. Based on past and current initiatives, the City is considered to have met or exceeded those goals identified in the CCMP.

RATE STUDY

General

In April 1997, the City authorized CH2M HILL to prepare a comprehensive water and wastewater rate analysis and rate model design for the City's water, wastewater, and reclaimed water system. CH2M HILL was assisted in this project by Burton & Associates. The purpose of the study, which was completed and presented to the City Council on November 10, 1998 (the "Rate Study") was to develop rates and fees that fairly and equitably recover the cost of providing water, wastewater, and reclaimed water service from the system's customers, and to develop a rate model for the City's use in updating these rates and fees in the future.

The City's Rate Study has been updated annually since 1998 by the City's rate consultants. The cost of service analysis was performed using an interactive computer model that simulated the financial dynamics of a water and wastewater utility customized for the specific financial policies, objectives and economic environment of the City. The model used assumptions regarding such variables as expected customer growth; the effects of growth and economic inflation on operation and maintenance ("O&M") costs, the timing of any rate increases and bond issues; average earnings rate on invested cash balances in each year; debt issuance parameters such as costs of issuance, term, and interest rate; desired levels of working capital reserves; and desired debt service coverage ratios.

In the course of the analysis, the model tested for the sufficiency of revenue to meet the following criteria:

Coverage. Net revenues (revenues less expenses) must be sufficient to meet the debt service coverage requirements defined in the bond covenants (plus any discretionary buffer set by City policy).

Total funding. Total sources of funds must be adequate to cover total uses of funds.

Reserves. Total sources of funds must be sufficient to maintain required reserves and any working capital reserve established by City policy.

Rates for government-owned water and wastewater utilities are set based upon the requirement of the utility for funds to pay the costs of the system. These costs fall into four major categories of expenditure:

O&M expenses. The annually recurring costs of labor, supplies, and minor capital items necessary for the day-to-day operation of the system and its maintenance to keep it in good working order. This is referred to as Cost of Operation and Maintenance in the Bond Resolution.

Transfer payments to other funds. Annually recurring payments made to other funds for services rendered, such as payments in lieu of taxes and compensation paid to other City departments for services provided to the utility by those departments.

Major capital expenditures. Expenditures that (a) renew, replace, or improve the existing facilities of the system or (b) add new facilities that expand the capacity of the system. These costs may be incurred either through current funding in cash or in payment of debt service on loans used to finance the expenditures. In the latter case, the system must also generate sufficient revenue to meet the debt service coverage requirements in its bond covenants.

Reserves. Maintenance of reserve funds established by the bond covenants at the required levels, and the establishment and maintenance of sufficient unrestricted and unreserved fund balances to meet working capital requirements and to reasonably provide for unforeseen costs.

To pay these costs, the utility has three major resources:

Rate revenue. Receipts from charges to users for the provision of water and wastewater utility services.

Miscellaneous revenue. Receipts from special charges for specific services rendered, other ongoing services and interest on investments.

Impact fees (system development charges). Fees charged to new customers to offset the cost of their impact on the system. Impact fees are restricted to the payment of capital costs incurred for the funding of facilities that increase the capacity of the system. The City has not established a water and wastewater utility impact fee. Impact fees are <u>not</u> pledged revenue to secure the Bonds.

In their simplest form, rates for any given forecast year are set as follows:

Total annual cost requirements:

Less:	Miscellaneous revenue;
Less:	Impact fees used to pay capital costs;
Equals:	Total revenue requirements from rates;
Divided by:	Current revenue generated from rates;
Equals:	Proportionate (percent) increase required.

Operation and Maintenance Expenses

O&M expenses represent the annually recurring cost of labor, materials and supplies and minor capital items required to operate the system and maintain the level of service demanded. This is referred to as Cost of Operation and Maintenance in the Bond Resolution. These expenses amount to approximately $73.4 million in Fiscal Year 2015 for water, wastewater and the reclaimed water system.

Transfers

The Water, Wastewater and Stormwater Systems make annual payments in lieu of taxes and payments in lieu of franchise fees to the City's general fund each year. A total of $11.2 million is budgeted in the Water Resources Department budget for these payments in Fiscal Year 2015. In addition, there are transfers to the General Fund and the Billing & Collection internal service fund to compensate the funds for services provided by other City departments to the Water Resources Department for general administrative and billing & collection services. These transfers are budgeted to amount to over $6.5 million in Fiscal Year 2015.

Cost of Service Recovery

The City has adopted a cost of service recovery plan which considers level revenue increases in each fiscal year during the period to avoid a "spike" in any one year but adjusts rates on a year-by-year basis. The plan anticipates increases in rate revenues in each year of the forecast period due primarily to Tampa Bay Water cost and Capital Improvement Program ("CIP") debt service.

As part of the cost of service calculation the City has adopted changes in the wholesale rate structure which establish uniform rates for wholesale customers.

Commencing with the rates set for 2009 and going forward the City anticipated setting rates annually adjusting rates for water, wastewater, and reclaimed water separately as appropriate.

Tampa Bay Water's 2001 bond issue (see "Water System - Water Supply"), was sized to fund all projects listed, and increased the City's purchased water costs by 88% in years 2001 through 2013. The Rate Study rate model was updated to include these water cost increases.

Fiscal Year	Cost of Water (Tampa Bay Water Only)	% Percent
2001	$14.3 million	13.5%
2002	16.8 million	17.5%
2003	20.0 million	19.0%
2004	20.5 million	2.5%
2005	23.5 million	14.6%
2006	21.7 million	-7.7%
2007	21.5 million	-0.9%
2008	23.4 million	8.8%
2009	24.9 million	6.4%
2010	26.8 million	7.6%
2011	24.9 million	-7.1%
2012	27.5 million	10.4%
2013	26.9 million	-2.2%
Estimated		
2014	25.5 million	-5.2%
2015	26.0 million	2.0%

The City intends to use the Rate Study model on an annual basis to evaluate the need to adjust water, sewer and reclaimed water rates by taking into consideration all fluctuations in the cost of system wide operations.

Wholesale Rates

The City's existing contracts with the wholesale customers have been negotiated over a number of years. The Rate Analysts recommended that the City negotiate new contracts with its wholesale customers. The new contracts should allow for (1) a uniform rate calculation method, (2) elimination of the annual true-up credits and charges, and (3) restructuring of these rates to base all charges on a volume rate per thousand gallons of water usage or wastewater flow discharged, as appropriate. Only the contract with the City of St. Pete Beach requires annual "true-up" at the end of each fiscal year and does not use a uniform rate for capital costs.

The Cost of Service analysis is an administratively simple approach that maintains consistency and equity among customer classes without the cumbersome true-up process. A Cost of Service analysis is conducted every year to ensure Cost of Service rates are continued every year. The City recently completed its Fiscal Year 2015 rate study.

The proposed rates for the wholesale water and wastewater system users are designed to recover the estimated cost of providing service to each of these users. The cost of providing service to each of the wholesale customers was estimated based on the results of a cost allocation analysis. The cost allocation process involved three steps. First, the costs to be recovered through the wholesale and retail water and wastewater rates were first separated into water, wastewater and reclaimed system related costs. Second, the costs allocated to each system were distributed among various services or functions provided by each utility. In the third step, the costs allocated to each service or function were allocated between the retail and wholesale customers in proportion to their use of those services or functions. The out of city surcharge captures the additional costs of providing service to non-owners of the system, including but not limited to owner's risk. The proposed rates are a uniform volume rate per million gallons for all of the wholesale water and wastewater customers respectively (except St. Pete Beach).

RATES, FEES AND CHARGES

Rates, fees and charges are adopted by ordinance and the City anticipates rates, fees and charges to be changed on a periodic basis, as appropriate. All rates, fees and charges set forth herein will be in effect on October 1, 2014. Rate increases effective in October 2014 are 4.75% for water, wastewater, and reclaimed water utilities.

PUBLIC UTILITIES SYSTEM
RATES AND CHARGES

WATER

BASE CHARGES

Meter Size	Base Charge
5/8" x 3/4"	$10.61
1"	26.53
1 1/2"	53.06
2"	84.89
3"	169.78
4"	265.28
6"	530.56
8"	848.89
10"	1,220.29
12"	2,281.40

ADDITIONAL VOLUME CHARGES

Single Family Dwelling*

Per Unit	Per 1,000 gallons
First 5,600 (per unit)	$1.40
Next 2,400 (per unit)	2.38
Next 7,000 (per unit)	4.10
Next 5,000 (per unit)	6.21
Over 20,000 (per unit)	14.86

Multi-Family Dwelling Customer*

Per Unit [(2)]	Per 1,000 gallons
First 5,600 (per unit)	$1.40
Next 2,400 (per unit)	2.38
Next 7,000 (per unit)	4.10
Over 15,000 (per unit)	6.21

* Tampa Bay Water cost is $2.44 per 1,000 gallons included in the total water volume charge.

(1) See "FY2015 Utility Rate Study" included as APPENDIX D.
(2) Volume is divided by number of dwelling units served by the water meter for multi-family accounts.

Commercial Customer
Gallonage Based on Monthly Average per Commercial Customer

	Per 1,000 gallons
Up to the Average	$1.40
Between the Average and 1.4 times the Average	2.80
Between 1.4 and 1.8 times the Average	4.10
Over 1.8 times the Average	5.27

Plus 10% tax within City limits for all customers.
Retail rates outside City limits for all customers are 125% of City rates.

WATER CONNECTION CHARGES

Size of Service (in inches)	Effective since 10/01/12 Connection Charges
5/8 or 3/4	$ 584.00
1	787.00
1 1/2	2,425.00
2	Based on actual cost
3	Based on actual cost
4	Based on actual cost
6	Based on actual cost
8	Based on actual cost

Wholesale water customers pay a unitary rate of $4,706 per million gallons.

WASTEWATER CHARGES
(per month)

Basic charges per month as follows:

Meter Size	Base Charge
5/8"	$12.00
1"	30.01
1 1/2"	60.02
2"	96.03
3"	192.07
4"	300.11
6"	600.22
8"	960.35
10"	1,380.50
12"	2,580.94

Volume Rate for each 1,000 gallons of water: $4.60

No maximum for commercial, industrial or multi-family residence accounts.

Retail rates outside City limits are 125% of City rates.

Effective October 1, 2014, wholesale wastewater customers except the City of St. Pete Beach, pays a unitary rate of $2,865 per million gallons and the 25% out of city surcharge as prior long-term contracts

expire. The City of St. Pete Beach will pay a unitary rate of $2,058 per million gallons for operating and maintenance costs and $49,651 per month for capital costs.

RECLAIMED WATER CHARGE
PER MONTH
(Not available in all areas)

	Effective 10/01/14
Unmetered service	
One acre or less	$19.68
Each additional acre	11.28
Metered service	
Per 1,000 gallons	$ 0.56
($18.11 minimum)	

Plus 10% tax within City limits.
Rates outside City limits are 125% of City rates.

STORMWATER CHARGE
(Within City limits only)

Single Family Residence (10/01/08) $6.84

All other properties are charged a multiple of the above rate based on the amount of each property's impervious surface.

RETAIL UTILITY RATES
LAST TEN YEARS

Date	Water Base	Water Volume	Wastewater Base	Wastewater Volume	Stormwater
11/01/05	7.31	2.65	8.80	3.37	6.15
11/01/06	7.57	2.74	8.98	3.44	6.40
11/01/07	7.83	2.84	9.29	3.56	6.65
11/01/08	8.06	2.93	9.57	3.67	6.85
11/01/09	8.22	2.99	9.76	3.74	6.85
11/01/10	8.84	3.21	10.49	4.02	6.84
11/01/11	9.50	3.45	10.75	4.12	6.84
11/01/12	9.76	3.54	11.05	4.23	6.84
11/01/13	10.13	3.67	11.46	4.39	6.84
11/01/14	10.61	3.84	12.00	4.60	6.84

SINGLE FAMILY RESIDENTIAL UTILITY BILLS
(AVERAGE 4,000 GALLONS WATER USAGE PER MONTH)
LAST TEN YEARS

Fiscal Year	Water	Wastewater	Stormwater	Total
2005	17.91	22.28	6.00	46.19
2006	18.53	22.74	6.15	47.42
2007	19.19	23.53	6.40	49.12
2008	19.78	24.25	6.65	50.68
2009	20.18	24.72	6.85	51.75
2010	21.68	26.57	6.85	55.10
2011	23.30	27.23	6.84	57.37
2012	23.92	27.97	6.84	58.73
2013	24.81	29.02	6.84	60.67
2014	25.99	30.40	6.84	63.23

MONTHLY WATER AND WASTEWATER BILL COMPARISONS [(1)]
Based on Average St. Petersburg Single Family Residential Customer
(4,000 gallons per month)

	Water	Wastewater	Total
Tampa	11.28	25.20	36.48
New Port Richey	20.07	27.90	47.97
Dunedin	21.90	28.58	50.48
Port Richey	20.68	31.93	52.61
Safety Harbor	21.65	33.01	54.66
Pasco County	18.63	37.74	56.37
St. Petersburg	**25.99**	**30.40**	**56.39**
Hillsborough County	24.80	32.86	57.66
Pinellas County	25.47	32.64	58.11
Tarpon Springs	29.01	30.44	59.45
Clearwater	26.14	34.16	60.30
Oldsmar	28.66	32.00	60.66
Gulfport	28.59	34.87	63.46

(1) Rates used are those expected to be in effect October 1, 2014.

Source: City of St. Petersburg Water and Wastewater System Retail and Wholesale Cost of Service and Rate Study dated August 2014.

Customer Billing Procedure

The City's meter reading, billing, and collection functions are managed through a computerized customer information system. All retail customers' water meters are read and billed monthly along with wastewater, garbage, reclaimed water, and stormwater management fees, as applicable. Accounts become delinquent fifteen business days after billing. Customers who do not make payments within that period are mailed a delinquent notice. If payment is not received within 24 business days of the bill date, a pre-termination notice is delivered to the service location. A lock off order is generated on the 26th business day after billing if payment is still not received. If active utility service is terminated, Utility Accounts will begin billing the property owner for stormwater after 45 days. Restoration of service requires full payment of all past due charges and a deposit if one does not already exist on the account. Accounts which remain unpaid after termination of service may be forwarded to collection agencies after any deposit has been applied to the delinquent balance. For unpaid accounts which are held in the name of the owner of the property, liens are placed on the property.

As of June 30, 2014, there were 91,210 active accounts. The receivables are tracked through the City's utility billing software. Receivables through June 30, 2014 totaled $9,633,153.30, which included, but was not limited to the aging categories below:

Over 30 days:	$1,078,124.35	(11.19%)
Over 60 days:	$ 146,054.76	(1.51%)
Over 90 days:	$1,081,619.51	(11.22%)
Total:	**$2,305,798.62**	

Under normal conditions, no accounts would continue to be active after 90 days as water service would have been discontinued by that time. Exceptions are limited to bankruptcy situations and past due customers who have negotiated a mutually agreeable payment plan.

The write-off of uncollectible water, wastewater, reclaimed water, and stormwater charges has averaged 0.33% of annual revenues for the last five fiscal years.

12 Month Year	Write-off Expense	Billed System Revenues	%
2014	$384,959	$106,196,865	0.36%
2013	$346,466	$104,556,706	0.33%
2012	$347,298	$103,907,753	0.33%
2011	$311,211	$99,357,529	0.31%
2010	$308,730	$93,748,576	0.33%
2009	$289,516	$94,312,498	0.31%
2008	$224,561	$94,017,928	0.24%
2007	$218,976	$93,563,233	0.23%
2006	$183,999	$92,640,780	0.20%
2005	$166,986	$87,104,689	0.19%

CAPITAL IMPROVEMENT PROGRAM

Annually, the City adopts a Capital Improvement Program containing those projects needed to replace and upgrade components of the City's Public Utilities System and to provide for the demands to be placed upon the Public Utilities System by projected growth. The following table sets forth the City's system CIP for the fiscal years 2015-2019:

Public Utilities System
Capital Improvement Program
For the Five Fiscal Years 2015 through 2019
(in thousands)

Description	2015	2016	2017	2018	2019	Total[(1)]
Water, Wastewater and Reclaimed Water Systems	37,144	69,385	35,912	22,121	26,345	190,907
Stormwater System	1,679	2,000	3,840	2,700	2,850	13,069
Total CIP	**38,823**	**71,385**	**39,752**	**24,821**	**29,195**	**203,976**

(1) Does not include annual inflation factor.

These improvements will be funded with a combination of Additional Parity Obligations and/or Subordinated Debt in one or more Series of approximately $163.7 million over the next five Fiscal Years,

including the 2014 Bond proceeds. The City anticipates that rate increases will be necessary during the five-year period that ends September 30, 2019, and in connection therewith, reviews rates on an annual basis using outside utility rate consultants. See "FY 2015 Utility Rate Study" included as APPENDIX D.

Projected Breakdown of Water, Wastewater and Reclaimed Water Systems Capital Expenditures For the Fiscal Year 2015 – Fiscal Year 2019 (in millions)

Northwest WRF	$12.620
Southwest WRF	65.012
Northeast WRF	14.290
Albert Whitted WRF	3.304
Lift Stations	12.175
Wastewater Collection and Transmission System	37.420
Water Treatment Plant and Pumping Stations*	12.754
Water Distribution System	31.702
Reclaimed Water	.625
Other (laboratory/security/buildings)	1.005
Total Cost**	**190.907**

* New sources of potable water, e.g., water master plan projects, are funded through the unitary rate paid to Tampa Bay Water.

** Total does not include annual inflation factor, or stormwater system improvements.

APPENDIX D

FY 2015 Utility Rate Study

APPENDIX E

Composite of the Bond Resolution

APPENDIX F

Form of Proposed Bond Counsel Opinion

APPENDIX G

Form of Disclosure Dissemination Agent Agreement

APPENDIX F

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2014, is executed and delivered by City of St. Petersburg, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure

Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means Anne A. Fritz, Director of Finance, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than April 30 commencing with the report for the 2014 fiscal year. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Tender offers;"

13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

14. "Merger, consolidation, or acquisition of the obligated person, if material;" and

15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the

filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "derivative or other similar transaction;" and

11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including an update of the following financial information and operating data in the same format as in the Official Statement which are in tabular form:

1. Historical System Revenues, Expenses and Bond Service Coverage;

2. Residential and Commercial Water Consumption, Appendix C;

3. Water Revenue, Appendix C;

4. Ten Largest Retail Water Consumers, Appendix C;

5. Wholesale Water Customers, Appendix C;

6. Wholesale & Retail Wastewater Revenues, Appendix C;

7. Ten Largest Retail Wastewater Customers, Appendix C; and

8. Wholesale Wastewater Customers, Appendix C.

Relating to information to be provided to the MSRB, the information provided under Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and

Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with generally accepted auditing standards applicable to municipalities as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with generally accepted auditing standards applicable as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the

Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure

with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the 2011 Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent

the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Balance of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: Diana O'Brian
Title: Vice President

CITY OF ST. PETERSBURG, FLORIDA
as Issuer

By: _____
Name: Richard D. Kriseman
Title: Mayor

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of St. Petersburg, Florida
Obligated Person(s)	City of St. Petersburg, Florida
Name of Bond Issue:	Public Utility Revenue Bonds, Series 2014A
Date of Issuance:	_____, 2014
Date of Official Statement	_____, 2014

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

Name of Issuer	City of St. Petersburg, Florida
Obligated Person(s)	City of St. Petersburg, Florida
Name of Bond Issue:	Public Utility Refunding Revenue Bonds, Series 2014B
Date of Issuance:	_____, 2014
Date of Official Statement	_____, 2014

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer:	City of St. Petersburg, Florida
Obligated Person:	City of St. Petersburg, Florida
Name(s) of Bond Issue(s):	Public Utility Revenue Bonds, Series 2014A and Public Utility Refunding Revenue Bonds, Series 2014B
Date(s) of Issuance:	_____, 2014
Date(s) of Disclosure Agreement:	_____, 2014
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc: Issuer
Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. ____"Principal and interest payment delinquencies;"
2. ____"Non-Payment related defaults, if material;"
3. ____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ____"Substitution of credit or liquidity providers, or their failure to perform,"
6. ____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ____"Modifications to rights of securities holders, if material;"
8. ____"Bond calls, if material;"
9. ____"Defeasances;"
10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ____"Rating changes;"
12. ____"Tender offers;"
13. ____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. ____"amendment to continuing disclosure undertaking;"
2. ____"change in obligated person;"
3. ____"notice to investors pursuant to bond documents;"
4. ____"certain communications from the Internal Revenue Service;"
5. ____"secondary market purchases;"
6. ____"bid for auction rate or other securities;"
7. ____"capital or other financing plan;"
8. ____"litigation/enforcement action;"
9. ____"change of tender agent, remarketing agent, or other on-going party;"
10. ____"derivative or other similar transaction;" and
11. ____"other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information;"
2._____"change in fiscal year/timing of annual disclosure;"
3._____"change in accounting standard;"
4._____"interim/additional financial information/operating data;"
5._____"budget"
6._____"investment/debt/financial policy;"
7._____"information provided to rating agency, credit/liquidity provider or other third party;"
8._____"consultant reports;" and
9._____"other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

BOND REGISTRAR AND PAYING AGENT AGREEMENT

THIS BOND REGISTRAR AND PAYING AGENT AGREEMENT, dated as of _____, 2014, by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer") and U.S. Bank National Association, a national banking association organized under the laws of the United States of America, with a designated corporate trust office in Orlando, Florida (the "Bank").

W I T N E S S E T H:

WHEREAS, the Issuer, by the Resolution (as hereinafter defined), has designated the Bank as Bond Registrar and Paying Agent for its $_____ City of St. Petersburg, Florida Public Utility Revenue Bonds, Series 2014A (the "Series 2014A Bonds") and its $_____ City of St. Petersburg, Florida Public Utility Refunding Revenue Bonds, Series 2014B (the "Series 2014B Bonds" and together with the Series 2014A Bonds, the "Series 2014 Bonds"); and

WHEREAS, the Issuer and the Bank desire to set forth the Bank's duties as Bond Registrar and Paying Agent and the compensation to be paid the Bank for its services.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

Section 1. Duties. The Bank agrees to serve as Bond Registrar and Paying Agent for the Series 2014 Bonds and to perform the duties of Bond Registrar and Paying Agent as specified in or contemplated by Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, and as particularly supplemented by Resolution No. 2014-___ adopted by the City Council of the Issuer on _____ __, 2014 (collectively, the "Resolution"), relating to the issuance of the Series 2014 Bonds.

Section 2. Deposit of Funds. The Issuer shall deposit or cause to be deposited with the Bank sufficient funds from the funds pledged for the payment of the Series 2014 Bonds under the Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2014 Bonds.

Section 3. Use of Funds; Canceled Series 2014 Bonds. The Bank shall use the funds received from the Issuer pursuant to Section 2 of this Agreement to pay the principal of, premium, if any, and interest on the Series 2014 Bonds in accordance with the Resolution. The Bank shall destroy canceled Series 2014 Bonds and transmit to the Issuer a certificate of destruction therefor.

Section 4. Statements. The Bank shall prepare and shall send to the Issuer upon request written statements of account relating to all transactions effected by the Bank pursuant to this Agreement.

Section 5. Obligation to Act. The Bank shall be obligated to act only in accordance with the Resolution and any written instructions received in accordance therewith; provided, however, that the Bank is authorized hereby to comply with any orders, judgments, or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

Section 6. Reliance by Bank. The Bank may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit, or other document delivered to it purportedly pursuant to the Resolution.

Section 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby agrees to indemnify the Bank and hold it harmless from any and all claims, liabilities, losses, action, suits, or character or nature, which it may incur or with which it may be threatened by reason of its acting as Paying Agent or Bond Registrar under the Resolution, unless caused by its misconduct or negligence; and in connection therewith, to indemnify the Bank against any and all expenses, including attorneys' fees and the costs of defending an action, suit, or proceeding, or resisting any claim whether or not such claim is actually filed. The Issuer's obligations hereunder shall survive any termination of this Agreement.

Section 8. Counsel; Limited Liability. The Bank may consult with counsel of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Resolution in good faith. The Bank shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its misconduct or negligence.

Section 9. Fees and Expenses. In consideration of the services rendered by the Bank as Bond Registrar and Paying Agent, the Issuer agrees to and shall pay to the Bank its proper fees and all expenses, charges, attorney's fees, and other disbursements incurred by it or its attorneys, agents, and employees in and about the performance of its powers and duties as Bond Registrar and Paying Agent as set forth in the attached Exhibit A. The Bank shall not be obligated to allow and credit interest upon any unclaimed moneys in respect of principal, interest or premium, if any, due in respect of the Series 2014 Bonds, which it shall at any time receive under any of the provisions of the Resolution or this Agreement. In the event this Agreement is terminated pursuant to Section 11 below during an annual period, the Bank shall refund to the Issuer the pro rata portion of fees which were unearned based on the effective date of such termination.

Section 10. Furnishing Information; Authorization. The Bank shall at all times, when requested to do so by the Issuer, furnish full and complete information pertaining to its functions as the Bond Registrar and Paying Agent with regard to the Series 2014 Bonds, and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

Section 11. Cancellation; Termination. Either of the parties hereto, at its option, may cancel this Agreement after giving thirty (30) days written notice to the other party of its intention to cancel, and this Agreement may be canceled at any time by mutual consent of the parties hereto. This Agreement shall terminate without further action upon final payment of the Series 2014 Bonds and the interest appertaining thereto. If any Series 2014 Bond shall not be presented for payment within the period of three years following the date when such Series 2014 Bond becomes due, whether by maturity or otherwise, the Paying Agent shall return to the Issuer the funds theretofore held by it for payment of such Series 2014 Bond and such Series 2014 Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer.

Section 12. Surrender of Funds, Registration Records; Notification of Series 2014 Bondholders. In the event of a cancellation of this Agreement, the Issuer shall deliver releases to the Bank (in a form acceptable to the Bank) upon demand and the Bank shall thereafter upon demand pay over the funds on deposit with the Bank as Bond Registrar and Paying Agent in connection with the Series 2014 Bonds and surrender all registration books and related records, and the Issuer may appoint and name a successor to act as Bond Registrar and Paying Agent of the Series 2014 Bonds. The Issuer shall, in such event, at its expense, notify all holders of the Series 2014 Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2014 Bonds.

Section 13. Non-assignability. This Agreement shall not be assigned by either party without the written consent of the other party.

Section 14. Modification. No modification of this Agreement shall be valid unless made by a written agreement, executed and approved by the parties hereto.

Section 15. Severability. Should any section or part of this Agreement be declared void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other section or other part of any section of this Agreement.

Section 16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 17. Merger or Consolidation of the Bank. Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, shall be the successor Bond Registrar and Paying Agent under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By:_____
Name: Richard D. Kriseman
Title: Mayor

ATTEST:

By:_____
Name: Chan Srinivasa
Title: City Clerk

Approved as to form and
correctness:

By:_____
Name: Jacqueline M. Kovilaritch
Title: Assistant City Attorney

U.S. BANK NATIONAL ASSOCIATION

By:_____
Name: Leanne M. Duffy
Title: Assistant Vice President

EXHIBIT A

Fee for services as Bond Registrar and Paying Agent will be a one-time fee of $4,500 per series on bonds, for a total of $9,000, together with reimbursement of out-of-pocket expenses actually incurred.

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of _____, 2014, by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as Escrow Agent, and its successors and assigns (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the Issuer previously issued its Public Utility Revenue Bonds, Series 2005 (the "2005 Bonds"); and

WHEREAS, the Issuer now desires to advance refund **[a portion of]** the 2005 Bonds which mature on and after October 1, 2016 (the "Refunded Bonds"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Bonds" means the $_____ City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2014B, issued under the Bond Resolution.

(c) "Bond Counsel" means Bryant Miller Olive P.A., or any other law firm nationally-recognized in the area of public finance.

(d) "Bond Resolution" shall mean Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, and as particularly supplemented by Resolution No 2014-___ adopted by the City Council of the Issuer on _____, 2014.

(e) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash

and investments will be held for payment of the principal, interest, and redemption premium, if any, on the Refunded Bonds.

(f) "Federal Securities" shall have the same meaning ascribed thereto in the Bond Resolution.

(g) "Issuer" means the City of St. Petersburg, Florida, and its successors and assigns.

(h) "Refunded Bonds" has the meaning ascribed above.

(i) "Total Debt Service for the Refunded Bonds" means the sum of the principal of, redemption premium, if any, and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto assuming the Refunded Bonds are called for early redemption on October 1, 2015.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $_____ with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. An amount equal to $_____ of such funds are being derived from proceeds of the Bonds. An amount equal to $_____ of such funds are being derived from the Debt Service Fund (as that term is defined in the Bond Resolution). The Issuer represents that the Federal Securities, the interest to be earned thereon, and the cash deposited to the Escrow Account (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal, interest and redemption premium on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sum described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $_____ of such funds derived from the proceeds of the Bonds and other legally available funds of the Issuer in the Federal Securities set forth on Schedule C-1 attached hereto and to hold such securities and $_____ of such funds in cash in accordance with the terms of this Agreement;

(c) in the event the securities described on Schedule C cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the

interest to be earned thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bond Counsel that such securities constitute Federal Securities for purposes of this Agreement;

(d) there will be no investment or reinvestment of funds except as set forth in this Section 3 and except as set forth in Section 5; and

(e) the Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

SECTION 4. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., the Paying Agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay the principal of, interest on and redemption premium, if applicable, on the Refunded Bonds, as shown on Schedule A.

(b) Expenses. The Issuer shall pay the fees and expenses of the Escrow Agent as set forth on Schedule B attached hereto.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the Issuer.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement.

SECTION 5. Reinvestment.

(a) Except as provided in Section 3 and in this Section 5, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation. The transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that Federal Securities, interest to be earned thereon, and cash remaining on hand after the transactions are completed will, assuming no reinvestment or any earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves, will not cause interest on such Bonds or the Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption or Acceleration of Maturity. The Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds, except as set forth on Schedule A attached hereto.

SECTION 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities

or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or

purchasers of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $15,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement pursuant to the terms of Schedule B attached hereto for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account, and the Escrow Agent shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 8.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody's Investors Service, Inc., Fitch Ratings and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders,

enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Moody's Investors Service, Inc., Fitch Ratings, and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By:_____
Name: Richard D. Kriseman
Title: Mayor

ATTEST:

By:_____
Name: Chan Srinivasa
Title: City Clerk

Approved as to form and
correctness:

By:_____
Name: Jacqueline M. Kovilaritch
Title: Assistant City Attorney

[Signature page to Escrow Deposit Agreement between
City of St. Petersburg, Florida and U.S. Bank National Association]

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

By:_____
Name: Leanne M. Duffy
Title: Assistant Vice President

[Signature page to Escrow Deposit Agreement between
City of St. Petersburg, Florida and U.S. Bank National Association]

SCHEDULE A

TOTAL DEBT SERVICE
FOR THE REFUNDED BONDS

Date	Principal Redeemed	Interest	Total Debt Service

SCHEDULE B

EXPENSES TO BE PAID TO ESCROW AGENT

Upfront fee of $750, plus out of pocket expenses

SCHEDULE C

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED ON _____, 2014

Maturity Date	Principal Amount	Interest Rate	Type

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a subordination agreement ("Subordination") to allow Society of St. Vincent DePaul South Pinellas, Inc. ("St. Vincent") to obtain financing from Branch Banking and Trust ("BB&T") to complete a major stucco/paint project of which its building is in dire need, and a line of credit that will assist the owner to periodically address aging accounts receivables; authorizing the Mayor or his designee to execute all documents necessary to effectuate all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On April 6, 2000, City Council approved an allocation of $30,000 of Community Development Block Grant ("CDBG") funding for planning costs for the relocation of the St. Vincent Food Kitchen from its former downtown location. On August 3, 2000, City Council approved the FY 2000/01 Consolidated Plan which included $948,000 in CDBG funding for St. Vincent to renovate the property located at 401 15th Street North ("Property") for use as a food center to serve homeless and low income persons, including veterans. These City loans are secured by second and third mortgages. As the food center construction cost was greater than originally anticipated, on May 3, 2001 City Council subsequently approved a "bridge" loan to St. Vincent for $300,000 at 0% interest. This loan has been repaid. The loan for $30,000 in planning costs has also been satisfied.

The second phase of the project was the development of 88 Single Room Occupancy ("SRO") units. This portion of the construction was not funded by the City. The City received a request from St. Vincent to subordinate its CDBG mortgage and note in the amount of $948,000 to allow refinancing and an increase of the existing first mortgage from United Bank. The refinancing was requested to lower the interest rate on the first mortgage and to provide additional funds of $500,000 to pay remaining expenses.

Subsequent to the City's financing, the Florida Housing Finance Corporation ("FHFC") provided a $400,000 loan secured by a fourth mortgage on the property. The contract underwriter to the FHFC, First Housing Corporation, issued a recommendation to approve this refinancing, with the recommendation requiring that the FHFC loan of $400,000 be secured by a second mortgage position, thereby requiring the City to subordinate its loan to a new first mortgage of $900,000 from United Bank and FHFC's $400,000 loan, and for the City's loan to drop from second position to third position.

St. Vincent is now requesting that the City subordinate its current third mortgage on the Property. This will place the City's loan in fourth position.

St. Vincent proposes to borrow $500,000 from BB&T to complete a major stucco/paint project on its facility which is in dire need. The current stucco has deteriorated to the point where water is intruding through the walls, especially near the eighty window sills. Remaining funds will be used to implement a line of credit that will assist St. Vincent periodically with aging accounts receivables. St. Vincent relies heavily on cost reimbursement grants from local, state, and federal governments. From time to time these entities take 60-90 days to pay on submitted invoices.

BB&T requested an appraisal of the Property on May 30, 2013, which revealed that the "As-Is" value of the Property as of May 30, 2013 was $2,855,000. Using the "As-Is" value assigned by the appraiser, the loan to value on the Property with the first, proposed second, third and fourth mortgages is $2,748,000/$2,855,000 or 96%. In further review of the just market value, the Pinellas County Property Appraiser's Office shows a value of $3,032,855, which represents a loan-to-value ratio of 91%. Further, Zillow reports the value on August 15, 2014 at $4,704,822, thereby reflecting a ratio of 58%.

Administration believes that approving the request is in the best interest of the City and will enable St. Vincent to make the needed repairs to its facility and have the necessary funds in its line of credit that will assist the owner to periodically address aging accounts receivables.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a Subordination to allow St. Vincent to obtain financing from BB&T to complete a major stucco/paint project of which its building is in dire need and a line of credit that will assist the owner to periodically address aging accounts receivables; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution and Agreement

APPROVALS:

Administration: M. R. Dove

Budget: Stacy McKee

Resolution No: 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUBORDINATION AGREEMENT ON SOCIETY OF ST. VINCENT DE PAUL'S CENTER OF HOPE PROPERTY TO ALLOW SOCIETY OF ST. VINCENT DEPAUL SOUTH PINELLAS, INC. TO OBTAIN FINANCING FROM BRANCH BANKING AND TRUST TO COMPLETE A MAJOR STUCCO/PAINT PROJECT OF WHICH ITS BUILDING IS IN DIRE NEED AND A LINE OF CREDIT THAT WILL ASSIST THE OWNER TO PERIODICALLY ADDRESS AGING ACCOUNTS RECEIVABLES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in August 2000, the City of St. Petersburg ("City") provided $948,000 in Community Development Block Grant (CDBG) funding for the St. Vincent Center of Hope located at 401 15th Street North ("Property") secured by a second and third mortgage on the Property; and

WHEREAS, to complete the project, St. Vincent requested and received an additional $300,000 from the City which increased its new third mortgage to $1,248,000; and

WHEREAS, the additional loan in the amount of $300,000 was repaid in November 2002, and the remaining balance consists of the initial $948,000; and

WHEREAS, St. Vincent serves low- and moderate-income residents of the City and the homeless, including veterans; and

WHEREAS, St. Vincent is seeking to obtain financing of $500,000 from Branch Banking and Trust ("BB&T"), resulting in a new second mortgage of $500,000; and

WHEREAS, the proposed financing requires the subordination of the City's third mortgage; and

WHEREAS, this subordination will place the City's third mortgage in fourth position; and

WHEREAS, the City's funding is structured as a CDBG loan, with no interest or payments, which will be forgiven on January 1, 2032, as long as the Property continues to serve eligible clients; and

WHEREAS, based on an appraisal commissioned by BB&T, the as-is value of the Property as of May 30, 2013 was $2,855,000, therefore the loan to value on the Property with the first, proposed second, third, and fourth mortgages is $2,748,000/$2,855,000 or 96%.; and

WHEREAS, this Administration has determined that it is in the best interest of the City to enable St. Vincent to make the needed repairs to its facility and have the necessary funds in its line of credit to assist with its accounts receivables.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, that the Mayor or his designee is authorized to execute a subordination agreement and all documents necessary to effectuate the transaction to allow St. Vincent to obtain financing from BB&T to complete a major stucco/paint project of which its building is in dire need and to obtain a line of credit that will assist the owner to periodically address aging accounts receivables.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____

Legal: 00202494.doc

Society of St. Vincent de Paul of South Pinellas, Inc.
384 15th Street North
St Petersburg, FL 33705
(727) 954-7990

August 13, 2014

Joshua A. Johnson, Director
Housing and Community Development Department
City of St. Petersburg
PO Box 2842
St. Petersburg, FL 33731-2842

Dear Mr. Johnson:

I am writing this letter to formally request that City of St. Petersburg subordinate the Society of St. Vincent de Paul's current City of St. Petersburg mortgage. We have been working BB&T bank to obtain a revolving line of credit which will assist us in our operations and complete necessary repairs on our building.

The primary usage of this line credit will be to complete a major stucco/paint project of which the building is in dire need. The current stucco has deteriorated to the point where water is intruding through the walls – especially near the window eighty window sills.

With the help of the Veterans Administration, St Vincent de Paul has been working to preserve the aging building. A Veterans Administrations Capital Grant has allowed us to replace the roof and major air conditioners – also located on the roof.

Additionally, the line of credit will assist us periodically with aging accounts receivable. St. Vincent de Paul relies heavily on cost reimbursement grants from local, state, and federal governments. From time-to-time these entities take 60-90 days to pay on submitted invoices.

If you have any questions, I may be reached at (727) 954-7990. Thank you for your consideration.

Sincerely,

Michael J. Raposa

Michael J. Raposa
Chief Executive Officer

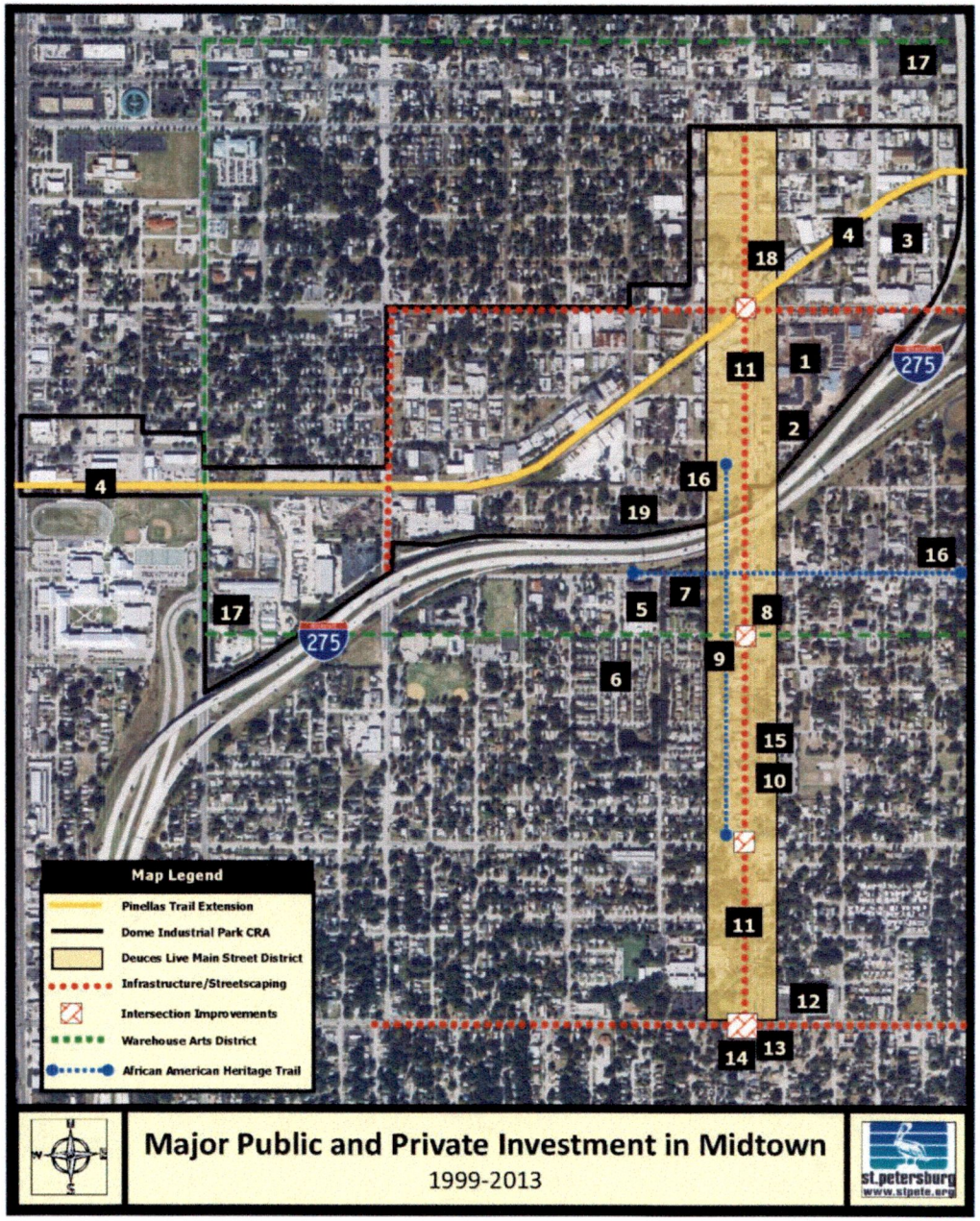
Dome Industrial Park Phase II

Budget, Finance, & Taxation Committee

September 11, 2014

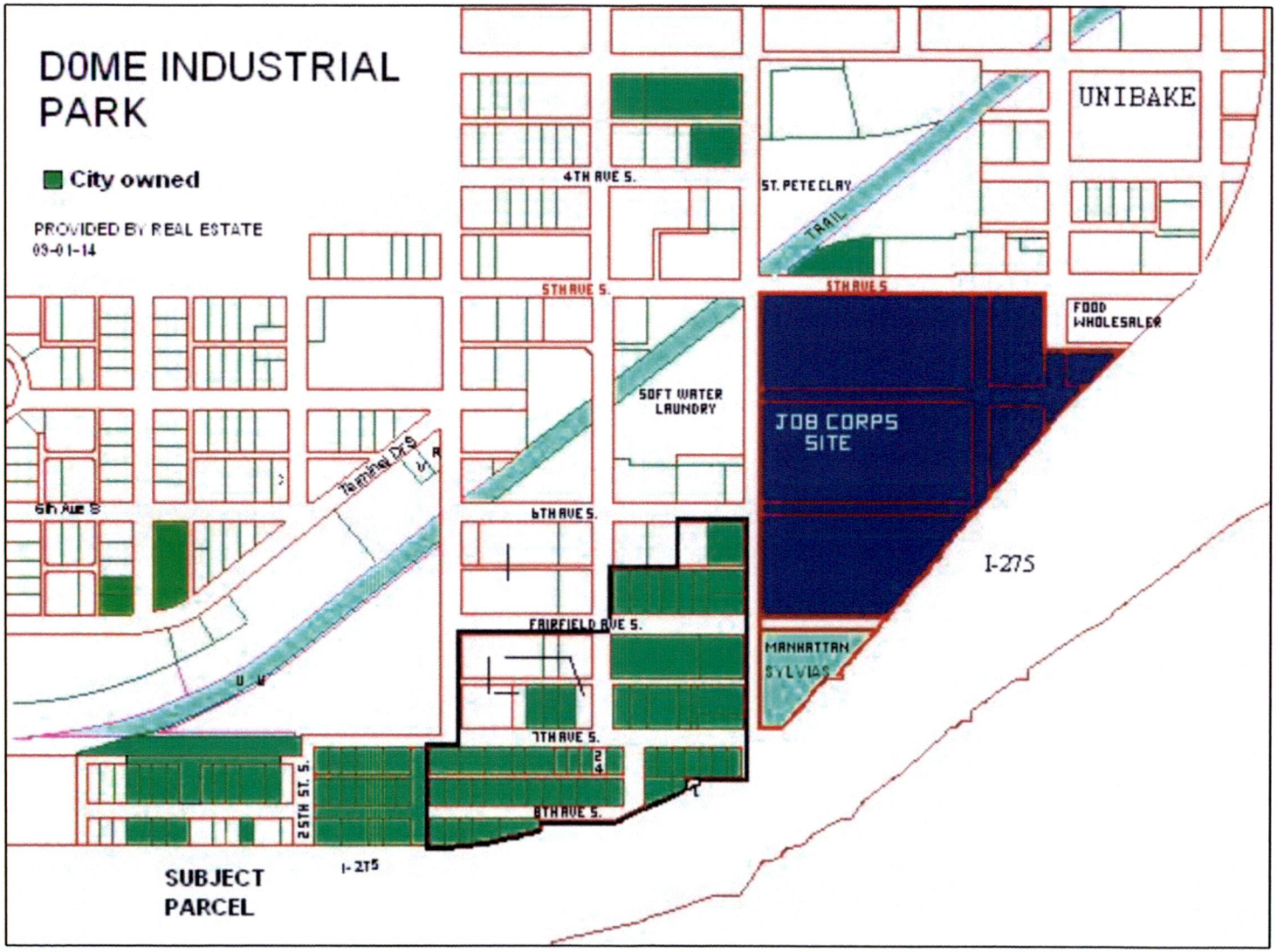
Major Public & Private Investment

#	Project	Investment ($M)
1	Pinellas Job Corps Facility	$43.69
2	Manhattan Casino and Sylvia's Restaurant	$4.02
3	Lantmannen Unibake	$9.00
4	Pinellas Trail	$2.90
5	Jordan School Renovation	$3.90
6	Jordan Park Renovation	$28.4
7	Dr. Woodson Museum	$0.59
8	Achievement Center	$2.00
9	Royal Theater	$0.98
10	Johnnie Ruth Clark Health Center	$4.71
11	Deuces Live Main Street Public Improvements	$3.40
12	Tangerine Plaza	$9.10
13	GTE Federal Credit Union	$1.07
14	TACRA Public Investment	$5.14
15	SPC Midtown Campus Expansion	$14.00
16	African American Heritage Project	$0.05
17	Warehouse Arts District	TBD
18	St. Petersburg Clay Company	$0.58
19	DIP II	$7.5
Total Investment		**$141**



Dome Industrial Park Area

City Owned DIP Parcels



ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report for September 11, 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. **Investment Oversight Committee Update (Fritz)**

Anne Fritz, Finance Director, appeared before the BF&T Committee to discuss action items from the City's Investment Oversight Committee's (IOC) meeting of September 9th, 2014. Ms. Fritz discussed in detail the recommendation to BF&T to approve both the City Investment Policy and the Alternate Policy, excluding the Self Insurance Fund language which IOC will discuss further at its next meeting.

Ms. Fritz explained that there was debate at the meeting, and one member voting "no" had expressed concerns regarding the taking of investment risks and sought to ensure that future city councils were aware of the risks of negative changes in market values. Ms. Fritz noted that equity exposure always has risks.

Council member Gerdes asked about internally managed versus externally managed and how that related to the Lehman loss the City experiences in the past. Ms. Fritz explained the prior loss related to securities lending which was externally managed with internal oversight. She also explained the different risks involved including that this is equity exposure, and the current City policy only has fixed income which are held to maturity, except the Weeki Wachee Fund which is externally managed with a 60/40 equity to fixed income ratio. Ms. Fritz also detailed market risk, selection risk, and the risks associated with making choices in the future where the City would take losses because of media attention in a down market where the market value may be much lower than the initial investment.

Council member Kornell expressed his concern that if equities continue to perform well in the near term, the City may expand the use of equities without fully understanding the risks associated with the investments. Ms. Fritz agreed that the City must be careful in evaluating funds where it would be appropriate to take a longer term perspective such as for the Water Cost Stabilization Fund and the Weeki Wachee Fund which are "endowment-like" funds where the principal is held intact and only the income is used for operational purposes.

Councilmember Gerdes expressed his desire to obtain financial information more timely. Chair Kennedy stated that next year we may be able to shift IOC meetings so that the IOC Committee sees financial results before City Council does.

Councilmember Nurse made a motion to forward the IOC recommendations to Legal, then to Council. Motion approved.

   b. **Request for Authorization to Execute a Subordination Agreement to Allow St. Vincent DePaul to Obtain Additional Financing from BB&T to Complete Repairs to Facility (Johnson)**

Joshua Johnson, Director of Housing and Community Development, discussed a resolution authorizing the Mayor or his designee to execute a subordination agreement to allow Society of St. Vincent DePaul

South Pinellas, Inc. to obtain financing from BB&T to complete a major stucco/paint project of which its building is in dire need, and a line of credit that will assist the owner to periodically address aging accounts receivables; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. Mr. Johnson noted that the administration believes that approving the request is in the best interest of the City and will enable St. Vincent to make the needed repairs to its facility and have the necessary funds in its line of credit that will assist the owner to periodically address aging accounts receivables.

Councilmember Nurse made a motion to forward the resolution to Council. Motion approved.

c. Dome Industrial Park Phase II (Goodwin/Grimes)

Dave Goodwin, Director of Planning and Economic Development, and Bruce Grimes, Director of Real Estate and Property Management, gave a presentation of the Dome Industrial Park Phase II. The Dome Industrial Park (DIP) is a major public and private investment in Midtown & has raised the value of property in the area. The City is involved in the DIP area for the purpose of generating usable property to create jobs. Mr. Goodwin showed the Committee a map of the area showing the Job Corp site, the Unibake site, city-owned parcels & a small privately-owned parcel. He noted that the City has vacated several properties and has had some interest from private industries.

The Committee discussed having the City again perform an evaluation of the properties and to reach out to major developers and recommended for Mr. Goodwin and Mr. Grimes to return to the BF&T Committee in 3 months for continued discussions.

2. Continued Business / Deferred Business - None

3. Upcoming Meetings Agenda Tentative Issues

a. <u>September 25, 2014</u>

1. Florida Strategic Plan for Economic Development: speaker, Noel Munson, Florida Department of Economic Opportunity (Goodwin)
2. Returning City Buildings to the Inventory of City- Insured Properties (Bernoskie/Grimes)
3. Note Issue for Financing Rubbish Trucks & Containers for Recycling (Fritz)

b. <u>October 9, 2014</u>

1. 3rd Quarter Grants Report (Greene/Ojah Maharaj)
2. Management Evaluation Discussion (Scott)
3. Pension Accounting Changes (Fritz)

4. Adjournment – Meeting adjourned at 9:22 a.m.

REVISED 9/12/14

ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report for September 11, 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

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Anne Fritz, Finance Director, appeared before the BF&T Committee to discuss action items from the City's Investment Oversight Committee's (IOC) meeting of September 9th, 2014. Ms. Fritz discussed in detail the recommendation to BF&T to approve both the City Investment Policy and the Alternate Policy, excluding the Self Insurance Fund language which IOC will discuss further at its next meeting.

Ms. Fritz explained that there was debate at the meeting, and one member voting "no" had expressed concerns regarding the taking of investment risks and sought to ensure that future city councils were aware of the risks of negative changes in market values. Ms. Fritz noted that equity exposure always has risks.

Council member Gerdes asked about internally managed versus externally managed and how that related to the Lehman loss the City experiences in the past. Ms. Fritz explained the prior loss related to securities lending which was externally managed with internal oversight. She also explained the different risks involved including that this is equity exposure, and the current City policy only has fixed income which are held to maturity, except the Weeki Wachee Fund which is externally managed with a 60/40 equity to fixed income ratio. Ms. Fritz also detailed market risk, selection risk, and the risks associated with making choices in the future where the City would take losses because of media attention in a down market where the market value may be much lower than the initial investment.

Council member Kornell expressed his concern that if equities continue to perform well in the near term, the City may expand the use of equities without fully understanding the risks associated with the investments. Ms. Fritz agreed that the City must be careful in evaluating funds where it would be appropriate to take a longer term perspective such as for the Water Cost Stabilization Fund and the Weeki Wachee Fund which are "endowment-like" funds where the principal is held intact and only the income is used for operational purposes.

Councilmember Gerdes expressed his desire to obtain financial information more timely. Chair Kennedy stated that next year we may be able to shift IOC meetings so that the IOC Committee sees financial results before City Council does.

Councilmember Nurse made a motion to forward the IOC recommendations to Legal, then to Council. Motion approved.

   b. **Request for Authorization to Execute a Subordination Agreement to Allow St. Vincent DePaul to Obtain Additional Financing from BB&T to Complete Repairs to Facility (Johnson)**

Joshua Johnson, Director of Housing and Community Development, discussed a resolution authorizing the Mayor or his designee to execute a subordination agreement to allow Society of St. Vincent DePaul

South Pinellas, Inc. to obtain financing from BB&T to complete a major stucco/paint project of which its building is in dire need, and a line of credit that will assist the owner to periodically address aging accounts receivables; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. Mr. Johnson noted that the administration believes that approving the request is in the best interest of the City and will enable St. Vincent to make the needed repairs to its facility and have the necessary funds in its line of credit that will assist the owner to periodically address aging accounts receivables.

Councilmember Nurse made a motion to forward the resolution to Council. Motion approved.

c. Dome Industrial Park Phase II (Goodwin/Grimes)

Dave Goodwin, Director of Planning and Economic Development, and Bruce Grimes, Director of Real Estate and Property Management, gave a presentation about the Dome Industrial Park Phase II. The Dome Industrial Park (DIP) and 22nd Street South corridor has had the benefit of major public and private investments that has raised the value of property in the area. The City is involved in property acquisition in the DIP area for the purpose of generating usable property to incentivize private investment and create jobs. Mr. Goodwin showed the Committee a map of the DIP area highlighting Job Corp site, the Unibake site, city-owned parcels that make up the DIP II acquisition area, which includes a small privately-owned parcel. He noted that the City has vacated several rights-of-way to make way for previous development proposals that did not come to fruition. Mr. Goodman also identified several businesses that have had interest in the DIP II acquisition area.

The Committee discussed having the City perform an updated evaluation of the properties and to reach out to major developers and requested that Mr. Goodwin and Mr. Grimes return to the BF&T Committee in 3 months for continued discussions.

2. Continued Business / Deferred Business - None

3. Upcoming Meetings Agenda Tentative Issues

a. <u>September 25, 2014</u>

1. Florida Strategic Plan for Economic Development: speaker, Noel Munson, Florida Department of Economic Opportunity (Goodwin)
2. Returning the PAL Building to the Inventory of City Insured Properties (Bernoskie/Grimes)
3. Note Issue for Financing Rubbish Trucks & Containers for Recycling (Fritz)

b. <u>October 9, 2014</u>

1. 3rd Quarter Grants Report (Greene/Ojah Maharaj)
2. Management Evaluation Discussion (Scott)
3. Pension Accounting Changes (Fritz)

4. Adjournment – Meeting adjourned at 9:22 a.m.

Meeting of September 11, 2014 - 9:15 a.m.

PRESENT: Committee Chair Bill Dudley, Council Members: Wengay Newton, James Kennedy (alternate)

ALSO: Council Members Karl Nurse; Support Staff: Brian Campbell, Information Technology Security Officer and primary support staff; Blaise Mazzola, Claims Supervisor and backup support staff; Mark Winn, Assistant City Attorney; Tammy Jerome, Billing and Collections Director; Evan Mory, Transportation and Parking Management Director

A. Call to Order and Roll Call - 9:32 A.M.

B. Approval of Agenda (3-0)

C. Approval of Minutes

1. Minutes August 21, 2014 (3-0)

D. Old Business

1. Landscaped Medians (Vertical Elements on Central Avenue Bulbouts) to be removed from Pending and Continuing Referrals List .

E. New Business – Referrals for Council

1. Discussion regarding the designation of three, 15-minute parking spaces specifically for *"Utility Payments Only"* abutting the handicapped parking in front of Billing & Collections by Councilmember Newton.

   Tammy Jerome presented a few of the improvements being implemented in the Utility Payments area of the Municipal Serve Center. These included cross-training of staff in order to fully serve each customer at each and every cashier station rather than requiring progressive cueing. With the Utility Payment Service Center processing over 87,000 payments per year or roughly 40 payments and hour, the change from dedicated service lines to an "All Lines – All Services" approach will help to improve the customer's experience.

   CM' Nurse and Dudley highlighted the benefit of Auto Debit and Online Payments. Dir. Jerome added that eChecks will soon be added to the online payment options as a no-cost item.

   Evan Mory presented a number of options available for parking space designation including: signage, short-term metering, replacing meters with dedicated signs, sign size and letter colors, hours of enforcement, etc., Dir. Mory also noted that no Council action is required to make changes as the exiting city code authorizes the Transportation and Parking Department to do so. The Committee recommended moving forward with the designation as the department saw fit.

F. Meeting adjourned at 9:50 A.M.

ST. PETERSBURG CITY COUNCIL

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement dated September 14, 1984 with the St. Petersburg Police Pistol Club, Inc. ("1984 Lease"), a Florida not-for-profit corporation, to extend the expiration date of the 1984 Lease to December 31, 2014 to provide additional time to complete a new lease and for no other purpose; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") and the St. Petersburg Police Pistol Club, Inc., a Florida not-for-profit corporation ("Tenant"), entered into a thirty (30) year lease agreement on September 14, 1984 ("1984 Lease"). Upon the expiration of the 1984 Lease, the ±8,700 square foot facility, located on City-owned land and constructed by the Tenant, shall become the property of the City.

The 1984 Lease provided a facility for training and firearm qualification for the St. Petersburg Police Department ("Police Department"). Additionally, it provides a similar benefit for other local, state, and federal agencies, and for public use. The existing agreement provides that the Police Department may use the pistol range facilities, at no cost to the Police Department, on a schedule to be agreed upon between the Police Department and the Tenant and that the Police Department shall have priority over all other users. In addition, the existing agreement provides that the pistol range will be made available to the Police Department for a sufficient amount of time to satisfy the firearms training needs of the Police Department.

The Police Department and the Tenant desire to continue this relationship and provide for a new lease. However, due to scheduling conflicts/time restraints, the Parties will need additional time to complete a new lease that will be brought to City Council for approval prior to December 31, 2014.

All other terms and conditions contained in the 1984 Lease that are not modified by the First Amendment shall remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement dated September 14, 1984 with the St. Petersburg Police Pistol Club, Inc. ("1984 Lease"), a Florida not-for-profit corporation, to extend the expiration date of the 1984 Lease to December 31, 2014 to provide additional time to complete a new lease and for no other purpose; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____

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

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT DATED SEPTEMBER 14, 1984 WITH THE ST. PETERSBURG POLICE PISTOL CLUB, INC. ("1984 LEASE"), A FLORIDA NOT-FOR-PROFIT CORPORATION, TO EXTEND THE EXPIRATION DATE OF THE 1984 LEASE TO DECEMBER 31, 2014 TO PROVIDE ADDITIONAL TIME TO COMPLETE A NEW LEASE AND FOR NO OTHER PURPOSE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and the St. Petersburg Police Pistol Club, Inc., a Florida not-for-profit corporation ("Tenant"), entered into a thirty (30) year lease agreement on September 14, 1984 ("1984 Lease"); and

WHEREAS, upon the expiration of the 1984 Lease, the ±8,700 square foot facility, located on City-owned land and constructed by the Tenant, shall become the property of the City; and

WHEREAS, the 1984 Lease provided a facility for training and firearm qualification for the St. Petersburg Police Department ("Police Department"); and

WHEREAS, the 1984 Lease also provides a similar benefit for other local, state, and federal agencies, and for public use; and

WHERES, the existing agreement provides that the Police Department may use the pistol range facilities, at no cost to the Police Department, on a schedule to be agreed upon between the Police Department and the Tenant and that the Police Department shall have priority over all other users; and

WHEREAS, the existing agreement also provides that the pistol range will be made available to the Police Department for a sufficient amount of time to satisfy the firearms training needs of the Police Department; and

WHEREAS, the Police Department and the Tenant desire to continue this relationship and provide for a new lease; however, due to scheduling conflicts/time restraints the Parties will need additional time to complete a new lease that will be brought to City Council for approval prior to December 31, 2014; and

WHEREAS, all other terms and conditions contained in the 1984 Lease that are not modified by the First Amendment shall remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a First Amendment to the Lease Agreement dated September 14, 1984 with the St. Petersburg Police Pistol Club, Inc. ("1984 Lease"), a Florida not-for-profit corporation, to extend the expiration date of the 1984 Lease to December 31, 2014 to provide additional time to complete a new lease and for no other purpose; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

APPROVED BY:

City Attorney (designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: September 18, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) **LCA 1539**

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:	**1539**
NUMBER OF STRUCTURES:	**147**
ASSESSABLE AMOUNT:	**$28,946.30**

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 **$28,946.30** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

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

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
9-18-2014

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67677	RATH, MICHAEL B 38405 SR 64 E MYAKKA CITY FL 34251	07 32 17 02862 000 1280 BARRY'S HILLSIDE HOMES LOT 128	790 HILLSIDE DR S	184.38
LCA 1539 67678	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 1539 67679	UNHITCHED HOLDINGS LLC 4201 20TH AVE N SAINT PETERSBURG FL 337134715	17 31 17 04842 010 0010 BAY SHORE BLK 10, N 50FT OF LOT 1 TOGETHER WITH LOT 3 & E 5FT OF LOT 4 (PER OR'S	556 BEACH DR NE	184.38
LCA 1539 67680	LALLA LLC 2961 1ST AVE N STE F SAINT PETERSBURG FL 337138605	07 32 17 05598 006 0080 BAY VISTA PARK REPLAT 1ST ADD BLK 6, W 40FT OF LOT 8 & E 40FT OF LOT 9	721 66TH AVE S	184.38
LCA 1539 67681	BUILDERS OF HOPE INC 310 N HARRINGTON ST RALEIGH NC 276031322	21 31 16 07191 007 0100 BELLECREST HEIGHTS REV PLAT OF BLKS 1, 6 & 7 BLK 7, LOT 10	4917 4TH AVE S	184.38
LCA 1539 67682	MC KINNEY, BARBARA 1375 66TH AVE S SAINT PETERSBURG FL 337055847	22 31 16 08352 008 0160 BETHWOOD TERRACE BLK 8, LOT 16 & S 1/2 OF LOT 15	417 KINGSTON ST S	184.38
LCA 1539 67683	RODRIGUEZ, JOSE F 406 39TH ST S SAINT PETERSBURG FL 337111629	22 31 16 08352 009 0030 BETHWOOD TERRACE BLK 9, N 42FT OF LOT 3 & S 36FT OF LOT 4	406 39TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67684	BALABAN, HENRY K 206 BATHURST ST TORONTO ON CN M5Y2R9	18 31 17 09504 000 0081 BOBBITT'S SUB W 36.5FT OF LOT 8	862 12TH AVE N	184.38
LCA 1539 67685	SASCO MORTGAGE LOAN TRUST 9990 RICHMOND AVE STE 400 HOUSTON TX 770424546	03 32 16 11682 002 0170 BROADWATER UNIT 1 BLK B, S 60FT OF LOT 17 & N 25FT OF LOT 18	3831 38TH ST S	204.43
LCA 1539 67686	GILYARD, BEN EST PO BOX 75127 TAMPA FL 336750127	26 31 16 12618 000 0290 BRYN MAWR NO. 1 LOT 29	*NONE	184.38
LCA 1539 67687	MIZELL, JULIA PO BOX 11261 SAINT PETERSBURG FL 337331261	30 31 17 12708 000 1070 BUENA VISTA LOT 107	767 15TH AVE S	184.38
LCA 1539 67688	GROSSMAN, DAVID 3797 136TH AVE LARGO FL 337714024	25 31 16 14220 000 0050 CASLER HEIGHTS LOT 5	2129 UNION ST S	184.38
LCA 1539 67689	TOPOLANCIK, GEORGE A PO BOX 192 PINELLAS PARK FL 337800192	22 31 16 14418 003 0110 CENTRAL AVENUE HEIGHTS BLK 3, LOT 11	3945 2ND AVE N	184.38
LCA 1539 67690	TAX CERTIFICATE REDEMPTIONS IN 925 ARTHUR GODFREY RD STE 102 MIAMI BCH FL 331403337	27 31 16 15408 005 0030 CHILDS PARK BLK 5, S 1/2 OF LOT 3	3519 20TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67691	BYRD, MATTHIAS 3528 19TH AVE S SAINT PETERSBURG FL 337113209	27 31 16 15408 005 0041 CHILDS PARK BLK 5, S 80FT OF LOT 4	3527 20TH AVE S	184.38
LCA 1539 67692	ATLANTIC CAPITAL/MARCO BANK 1770 SAN MARCO RD MARCO ISLAND FL 341455129	25 31 16 15516 000 0060 CITRUS HEIGHTS LOTS 6 AND 7	805 14TH ST S	224.47
LCA 1539 67693	MILLER-NAAR, ANA 500 56TH AVE S SAINT PETERSBURG FL 337055146	27 31 16 15732 000 0170 CLARK & BUTLER'S SUB NO. 2 LOT 17	3852 10TH AVE S	184.38
LCA 1539 67694	ABBOTT KINNEY MGMT LLC PO BOX 409584 TUCKER GA 303849584	23 31 16 17298 003 0020 COLONIAL ANNEX BLK C, S 87FT OF LOT 2	2511 EMERSON AVE S	184.38
LCA 1539 67695	BUYI, NEWTON 11707 STONEWOOD DR RIVERVIEW FL 335794028	23 31 16 17442 007 0010 COLONIAL PLACE REV BLK 7, LOT 1	2500 3RD AVE S	184.38
LCA 1539 67696	BUILDERS OF HOPE INC 310 N HARRINGTON ST RALEIGH NC 276031322	23 31 16 17442 009 0151 COLONIAL PLACE REV BLK 9, N 42FT OF S 87FT OF LOTS 15 & 16 & E 5FT OF N 82FT OF LOT 14	325 27TH ST S	184.38
LCA 1539 67697	LONTOC, DOMINIC 18300 SW 134TH AVE MIAMI FL 331772521	25 31 16 17658 001 0070 COLUMBIA HEIGHTS BLK 1, LOT 7	1255 10TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67698	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 17658 002 0080 COLUMBIA HEIGHTS BLK 2, LOT 8	1300 10TH AVE S	184.38
LCA 1539 67699	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 17658 002 0160 COLUMBIA HEIGHTS BLK 2, LOT 16	1315 JAMES AVE S	184.38
LCA 1539 67700	DICKEY, ARTHUR JR EST 1501 11TH AVE S SAINT PETERSBURG FL 337052218	25 31 16 17694 000 0190 COLUMBIA HEIGHTS NO. 3 LOT 19 & E 1/2 OF LOT 18	1501 11TH AVE S	224.47
LCA 1539 67701	ROGERS, LISA J 3935 10TH AVE N SAINT PETERSBURG FL 337136006	15 31 16 18288 020 0120 CORSON'S SUB BLK 20, LOT 12	3935 10TH AVE N	184.38
LCA 1539 67702	7TH CAVALRY CORP 2701 S BAYSHORE DR COCONUT GROVE FL 331335309	25 31 16 19350 003 0010 CROMWELL HEIGHTS BLK C, S 1/2 OF LOTS 1 AND 2	1915 10TH ST S	184.38
LCA 1539 67703	LAYMAN, JASON R 211 HARBOR VIEW LN LARGO FL 337704071	25 31 16 19350 004 0120 CROMWELL HEIGHTS BLK D, LOT 12	935 20TH AVE S	194.40
LCA 1539 67704	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 19350 005 0030 CROMWELL HEIGHTS BLK E, LOT 3	910 20TH AVE S	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS		PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67705	T I F-CFL III LLC P O BOX 630535 MIAMI	FL 331630535	25 31 16 19350 005 0120 CROMWELL HEIGHTS BLK E, LOT 12	955 21ST AVE S	284.61
LCA 1539 67706	KASS CONCEPTS TRUST 200 2ND AVE STE 112 SAINT PETERSBURG	FL 337014313	25 31 16 19350 005 0150 CROMWELL HEIGHTS BLK E, LOT 15	927 21ST AVE S	184.38
LCA 1539 67707	KASS CONCEPTS TRUST 200 2ND AVE STE 112 SAINT PETERSBURG	FL 337014313	25 31 16 19350 005 0160 CROMWELL HEIGHTS BLK E, LOT 16	919 21ST AVE S	184.38
LCA 1539 67708	KASS CONCEPTS TRUST 200 2ND AVE STE 112 SAINT PETERSBURG	FL 337014313	25 31 16 19350 005 0170 CROMWELL HEIGHTS BLK E, LOTS 17 AND 18	2025 DR. ML KING JR ST S	204.43
LCA 1539 67709	JIBSON, SUE C 7832 GLASCOW DR NEW PORT RICHEY	FL 346531521	18 31 16 19692 002 0030 CROSSROADS ESTATES BLK 2, LOT 3	6770 15TH AVE N	184.38
LCA 1539 67710	MURPHY, HELENA 145 5TH AVE N SAINT PETERSBURG	FL 33701	19 31 16 20484 015 0020 DAVISTA, REV MAP OF BLK 15, LOT 2	7110 DARTMOUTH AVE N	184.38
LCA 1539 67711	TRUETTE, FLORZELLA 2911 16TH AVE S SAINT PETERSBURG	FL 337122503	26 31 16 20772 000 0060 DELMONTE SUB LOT 6	1335 22ND ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67712	FINANCIAL FREEDOM FOCUS GROUP 4532 W KENNEDY BLVD # 156 TAMPA FL 336092042	16 31 16 21294 005 0050 DISSTON HILLS SEC A & B BLK 5, LOT 5	5113 15TH AVE N	224.47
LCA 1539 67713	ZUMWALT, STACY L 2519 MCMULLEN BOOTH RD UNIT 51 CLEARWATER FL 337614160	28 31 16 21420 000 0310 DISSTON PARK LOT 31	4642 12TH AVE S	204.43
LCA 1539 67714	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
LCA 1539 67715	JOHNSON, KATHLEEN M PO BOX 66394 ST PETE BEACH FL 337366394	17 31 16 23634 007 0170 EAGLE CREST BLK 7, LOT 17	6111 7TH AVE N	184.38
LCA 1539 67716	JOHNSEN, LEONARD W PO BOX 76158 SAINT PETERSBURG FL 337346158	30 31 17 23958 000 0140 EASTERBROOK LOT 14	656 11TH AVE S	184.38
LCA 1539 67717	JOHNSON, AURELLA E 3010 E FERN ST TAMPA FL 336103603	23 31 16 24138 015 0050 EAST ROSELAWN BLK 15, LOT 5	3036 FAIRFIELD AVE S	184.38
LCA 1539 67718	ZIPP, ALONZO A 640 12TH AVE N SAINT PETERSBURG FL 337011110	18 31 17 25218 000 0260 EDGEWOOD COURT LOT 26	640 12TH AVE N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67719	NOVAK, JIRI PO BOX 55541 SAINT PETERSBURG FL 337325541	19 30 17 25416 005 0060 EL CENTRO BLK 5, LOT 6 AND W 22FT OF LOT 7	538 86TH AVE N	184.38
LCA 1539 67720	CARADONNA, CHRISTOPHER 4726 25TH AVE N SAINT PETERSBURG FL 337133126	15 31 16 25506 010 0120 EL DORADO HILLS ANNEX BLK J, E 42FT OF LOT 12 & W 18FT OF LOT 13	4326 16TH AVE N	234.49
LCA 1539 67721	HARRICHARIN, RAVINDRA S 1625 MASSACHUSETTS AVE NE SAINT PETERSBURG FL 337034213	25 31 16 26028 000 0021 ERWIN'S SUB E 76FT OF N 100FT OF E 131 FT OF LOT 2 LESS ST	1101 12TH ST S	184.38
LCA 1539 67722	GENERAL HOME DEV CORP OF PINEL 215 49TH ST S SAINT PETERSBURG FL 337071925	07 31 17 28332 000 0290 FLORIDA HEIGHTS LOT 29	718 30TH AVE N	184.38
LCA 1539 67723	CASTANEIRA, ALFONSO 207 N BAY HILLS BLVD SAFETY HARBOR FL 346954904	25 31 16 28908 000 0011 FOREST HILL S 1/2 OF LOT 1	1102 21ST ST S	184.38
LCA 1539 67724	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 1539 67725	M A C W C P II LLC PO BOX 403357 TUCKER GA 303843357	25 31 16 28908 000 0290 FOREST HILL LOT 29	2030 13TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS		PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67726	BAY AREA TRUST LLC 1902 W MAIN ST TAMPA	FL 336074322	25 31 16 29682 012 0130 FRUITLAND HEIGHTS PLAT B BLK L, LOT 13	1726 21ST AVE S	184.38
LCA 1539 67727	EGGLETON, ANDRE 1716 21ST AVE S SAINT PETERSBURG	FL 337123241	25 31 16 29682 012 0140 FRUITLAND HEIGHTS PLAT B BLK L, LOT 14	1716 21ST AVE S	204.43
LCA 1539 67728	LIND, JOSE 4104 W CREST AVE TAMPA	FL 336146542	27 31 16 29754 001 0153 FULLER'S GARDEN HOMES BLK A, E 50FT OF W 170FT OF LOT 15 LESS ST	3941 8TH AVE S	184.38
LCA 1539 67729	CLYMO, CRIS 712 89TH AVE N SAINT PETERSBURG	FL 337023014	19 30 17 30690 000 0290 GEORGIAN TERRACE LOT 29	735 90TH AVE N	184.38
LCA 1539 67730	SIMIRIOTIS, THERESA 10220 VISTA POINTE DR TAMPA	FL 336356324	30 31 17 31284 001 0070 GLENWOOD PARK BLK A, LOT 7	851 20TH AVE S	264.56
LCA 1539 67731	AUBUCHON, ERIC 46 DU BOISE LACHUTE QC	CN J8H4N4	31 31 17 32436 000 0040 GRAHAM'S, E. MEADE LOT 4	325 WISCONSIN CT S	194.40
LCA 1539 67732	WEHRMANN, DEREK L 1800 50TH AVE N SAINT PETERSBURG	FL 337142722	01 31 16 33894 000 0280 GROVEMONT SUB NO. 3 LOT 28	1800 50TH AVE N	204.43

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67733	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 1539 67734	LABRAM PROPERTIES LLC 1011 N ARMENIA AVE TAMPA FL 336075305	23 31 16 35082 023 0090 HALL'S CENTRAL AVE NO. 1 BLK 23, LOT 9	2661 1ST AVE S	214.45
LCA 1539 67735	SESTER, EDWARD F EST 3016 3RD AVE N SAINT PETERSBURG FL 337137705	23 31 16 35118 010 0030 HALL'S CENTRAL AVE NO. 2 BLK 10, LOT 3	3016 3RD AVE N	184.38
LCA 1539 67736	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	184.38
LCA 1539 67737	WEBSTER, RONALD S 4732 2ND AVE S SAINT PETERSBURG FL 337111014	21 31 16 35244 036 0060 HALL'S CENTRAL AVE NO. 3 BLK 36, W 20FT OF VILLA SITE E & E 50FT OF VILLA SITE F	4732 2ND AVE S	214.45
LCA 1539 67738	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 1539 67739	CITIMORTGAGE INC 1000 TECHNOLOGY DR MS 314 O FALLON MO 633682239	11 32 16 35478 001 0050 HANNA PARK BLK 1, LOT 5	6465 30TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67740	GUARDIAN AMERICAN PROPERTIES L 6993 4TH ST S SAINT PETERSBURG FL 337056229	07 32 17 36252 000 0200 HARBOR LIGHTS BLK 3 REPLAT LOT 20	6993 4TH ST S	184.38
LCA 1539 67741	MELLOUKI, ABDELGHANI PO BOX 21174 SAINT PETERSBURG FL 337421174	25 31 16 37152 000 0110 HARRIS', T.C. & A.H. SUB LOT 11	1436 PRESTON ST S	184.38
LCA 1539 67742	MC DONALD, C MICHAEL 4100 30TH AVE N SAINT PETERSBURG FL 337132214	10 31 16 37242 001 0010 HARSHAW SUB BLK 1, LOT 1	4100 30TH AVE N	184.38
LCA 1539 67743	FAIRBANK, JULIE M 6628 26TH ST N SAINT PETERSBURG FL 337025634	11 31 16 38268 000 0250 HERKIMER HEIGHTS LOT 25	2300 30TH AVE N	184.38
LCA 1539 67744	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
LCA 1539 67745	MC FADDEN, MARK S 2046 51ST ST N SAINT PETERSBURG FL 337105250	23 31 16 38628 008 0010 HIGHLAND CREST BLK 8, LOTS 1,2 AND 3	2300 5TH AVE S	184.38
LCA 1539 67746	BANC OF AMERICA FUNDING CORP 2 350 HIGHLAND DR LEWISVILLE TX 750674177	30 31 17 43038 000 0140 INGRAM PLACE LOT 14	809 17TH AVE S	234.49

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67747	ISRA HOMES INC PO BOX 8809 SEMINOLE FL 337758809	06 32 17 45018 002 0030 JURGEN'S, JOHN BIG BAYOU SUB BLK 2, LOT 3	646 HICKMAN CT S	184.38
LCA 1539 67748	RANNEY, MARIE S EST 501 79TH ST S SAINT PETERSBURG FL 337071041	25 31 16 48960 000 0480 LAKEVIEW HEIGHTS LOT 48	1819 11TH ST S	204.43
LCA 1539 67749	MERRITT, TRACY T 1851 SULLIVAN SCHOOL RD CAMPBELLSVILLE KY 427187168	02 32 16 49482 099 0020 LAKEWOOD ESTATES SEC D BLK 99, LOT 2 (MAP S-35-31-16)	2690 FAIRWAY AVE S	184.38
LCA 1539 67750	GENERAL HOME DEVELOPMENT CORP 215 49TH ST S SAINT PETERSBURG FL 337071925	36 31 16 49644 002 0060 LAKEWOOD ESTATES SEC H BLK B, LOTS 6-11 & W 1/2 OF VAC 21ST ST S ADJ ON E TOGETHER WITH BLK C LOTS	2641 20TH ST S	794.00
LCA 1539 67751	HERNANDEZ, CHANTAL 3921 7TH ST S SAINT PETERSBURG FL 337053822	06 32 17 49752 002 0080 LAKEWOOD TERRACE BLK 2, LOT 8	3921 7TH ST S	184.38
LCA 1539 67752	VALLEY, JENNIFER M 5001 20TH ST N SAINT PETERSBURG FL 337143314	01 31 16 50274 001 0110 LARRY'S SUB BLK 1, W 85FT OF LOT 11	5001 20TH ST N	184.38
LCA 1539 67753	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	194.40

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67754	JOENAT PROPERTIES LLC 5901 82ND AVE PINELLAS PARK FL 337811437	13 31 16 51390 000 0650 LEWIS & BURKHARD LOT 65	1026 17TH ST N	184.38
LCA 1539 67755	CITIMORTGAGE INC 145 SW MILLKAN WAY STE 200 BEAVERTON OR 97005	13 31 16 51390 000 0910 LEWIS & BURKHARD LOT 91	1121 QUEEN ST N	184.38
LCA 1539 67756	HORN VI LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	31 31 17 51498 019 0131 LEWIS ISLAND SEC 3 BLK 19, LOT 13 LESS E 21.39FT T/A MOL	200 38TH AVE SE	184.38
LCA 1539 67757	NGUYEN, DORIS 6710 DR MARTIN LUTHER KING JR SAINT PETERSBURG FL 337026630	36 30 16 56610 002 0150 MEADOW LAWN BLK 2, LOT 15	6710 DR. ML KING JR ST N	184.38
LCA 1539 67758	WELCH, JOSHUA S 7001 MEADOWLAWN DR N SAINT PETERSBURG FL 337025017	25 30 16 56646 019 0010 MEADOW LAWN 2ND ADD BLK 19, LOT 1	7001 MEADOWLAWN DR N	184.38
LCA 1539 67759	HUFF, AUSTIN M JR EST 7200 MEADOWLAWN DR N SAINT PETERSBURG FL 337025022	25 30 16 56646 020 0110 MEADOW LAWN 2ND ADD BLK 20, LOT 11	7200 MEADOWLAWN DR N	184.38
LCA 1539 67760	WELLS FARGO BANK 7301 BAYMEADOWS WAY JACKSONVILLE FL 322566826	36 30 16 56898 000 0080 MEADOW LAWN REPLAT LOT 8	6634 13TH ST N	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67761	MARKEY, JAMES E EST 2743 MONICA LN PALM HARBOR FL 346843944	30 30 17 59400 000 0080 MULLER'S SUB LOT 8	726 75TH AVE N	184.38
LCA 1539 67762	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 1539 67763	MADSEN, WILLIAM 1201 SEMINOLE BLVD APT 126 LARGO FL 337708101	36 30 16 60696 006 0010 NORTH EUCLID EXTENSION NO. 1 BLK 6, LOTS 1 AND 2 & N 7.5FT OF LOT 3	5622 DR. ML KING JR ST N	184.38
LCA 1539 67764	MC MINN, PATRICIA E EST 1137 55TH AVE N SAINT PETERSBURG FL 337032130	36 30 16 60696 009 0110 NORTH EUCLID EXTENSION NO. 1 BLK 9, LOT 11	1137 55TH AVE N	184.38
LCA 1539 67765	WELLS FARGO BANK 3476 STATEVIEW BLVD FORT MILL SC 297157203	31 30 17 61146 065 0210 NORTH ST PETERSBURG BLK 65, LOT 21	736 64TH AVE N	184.38
LCA 1539 67766	SAVICH, MILAN BOX 25 SITE 1 RR1 GRAND PRAIRIE CN ABT8V2Z8	31 30 17 61146 092 0210 NORTH ST PETERSBURG BLK 92, LOT 21	821 MURPHY AVE N	184.38
LCA 1539 67767	KIRK, BRIAN M PO BOX 35429 SAINT PETERSBURG FL 337050508	25 31 16 63612 000 0181 OAK VILLA SUB S 50 FT OF E 72.5 FT OF LOT 18	1001 8TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67768	AL-DAJANI, KHALED 3111 COUNTRY CLUB BLVD ORANGE PARK FL 320735736	28 31 16 63630 001 0010 OAKWOOD SUB BLK 1, LOT 1, 2 & 3	1526 49TH ST S	184.38
LCA 1539 67769	BUILDERS OF HOPE INC 310 N HARRINGTON ST RALEIGH NC 276031322	23 31 16 65862 005 0090 PALMETTO PARK BLK 5, N 50FT OF LOT 9 & N 50FT OF W 35FT OF LOT 10	316 29TH ST S	184.38
LCA 1539 67770	TARPON IV LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	23 31 16 65862 008 0030 PALMETTO PARK BLK 8, LOT 3	2820 4TH AVE S	214.45
LCA 1539 67771	BANK OF AMERICA 7313 37TH AVE N SAINT PETERSBURG FL 337101221	07 31 16 68598 001 0160 PHAIR ACRES BLK A, LOT 16	7313 37TH AVE N	184.38
LCA 1539 67772	KELLY, MICHAEL P JR 2801 18TH ST N SAINT PETERSBURG FL 337134110	12 31 16 69102 007 0200 PINE CITY SUB REPLAT BLK 7, N 56.5FT OF LOT 20	2801 18TH ST N	184.38
LCA 1539 67773	MAIN, DAVID G 407 W LEE ST ENTERPRISE AL 363302428	12 31 16 69102 014 0050 PINE CITY SUB REPLAT BLK 14, LOT 5	2034 28TH AVE N	224.47
LCA 1539 67774	CRISWELL, MARGARET 2020 OAK ST NE SAINT PETERSBURG FL 337043552	25 31 16 69264 000 0090 PINE GROVE SUB LOT 9	2167 14TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67775	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 1539 67776	ARMOUR, RAE 1725 PRESTON ST S SAINT PETERSBURG FL 337122843	25 31 16 71766 000 0100 PINEVILLE SUB LOTS 10 & 11	1725 PRESTON ST S	184.38
LCA 1539 67777	RHODES, TERESA 1337 4TH AVE LOS ANGELES CA 900193402	25 31 16 71766 000 0130 PINEVILLE SUB LOT 13	1701 PRESTON ST S	184.38
LCA 1539 67778	SAUTERNES V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	18 31 17 72288 000 0091 PLUNKETT'S S 40FT OF LOTS 9 AND 10	616 7TH ST N	184.38
LCA 1539 67779	CITIMORTGAGE INC 1000 TECHNOLOGY DR MS 314 O FALLON MO 633682239	26 31 16 72846 000 0280 PRATHER'S HIGHLAND HOMES LOT 28	1309 29TH ST S	214.45
LCA 1539 67780	SMILEY, EUGENE 3387 CRESCENT OAKS BLVD TARPON SPRINGS FL 346887637	26 31 16 72900 000 0160 PRATHER'S THIRD ROYAL LOT 16	2586 8TH AVE S	184.38
LCA 1539 67781	SUNCOAST PROPERTY PARTNERS LLC 45-5 1ST AVE S SAINT PETERSBURG FL 33715	26 31 16 72954 000 0480 PRATHER'S SIXTH ROYAL LOTS 48 AND 49	2401 10TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67782	V P C 3 II 125 5TH ST S STE 201 SAINT PETERSBURG FL 337014196	19 31 17 74466 038 0110 REV MAP OF ST PETERSBURG (HISTORIC LANDMARK) BLK 38, LOTS 11 THRU 14	116 5TH ST S	224.47
LCA 1539 67783	CALVO, JORGE L 3482 QUEENSBORO AVE S SAINT PETERSBURG FL 337112860	27 31 16 75402 000 0340 RIDGEWOOD TERRACE LOTS 34 AND 35	3482 QUEENSBORO AVE S	244.52
LCA 1539 67784	SMITH, PHILIPPA A 10263 GANDY BLVD N # 1914 SAINT PETERSBURG FL 337022328	27 31 16 75402 000 1780 RIDGEWOOD TERRACE THAT PART OF LOT 178 DESC AS BEG NE COR OF LOT 178 TH S 95.12FT TH W .83FT TH	3534 15TH AVE S	184.38
LCA 1539 67785	VISTA BUTTE PROPERTIES LLC 2921 VISTA BUTTE DR LAS VEGAS NV 891347650	23 31 16 76590 004 0070 ROOSEVELT PARK ADD BLK 4, LOTS 7 & 8 & E 13FT OF LOT 9	370 34TH ST S	234.49
LCA 1539 67786	MIRANDA, LILIANA 52 NW 99TH ST MIAMI FL 331501741	23 31 16 76590 017 0010 ROOSEVELT PARK ADD BLK 17, LOT 1 & E 21FT OF LOT 2	3200 6TH AVE S	204.43
LCA 1539 67787	HAYES, GERARD MICHAEL PO BOX 66641 ST PETE BEACH FL 337366641	01 31 16 76725 001 0020 ROSEDALE PARTIAL REPLAT BLK 1, LOT 2	4900 20TH ST N	184.38
LCA 1539 67788	ATLANTIC CAPITAL/MARCO BANK 1770 SAN MARCO RD MARCO ISLAND FL 341455129	27 31 16 76806 000 0400 ROSEMONT LOT 40	3811 10TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67789	MORE, PHIL 644 AUBURN AVE BUFFALO NY 14222	30 31 17 77184 010 0060 ROUSLYNN BLK 10, N 65FT OF LOT 6	2031 3RD ST S	184.38
LCA 1539 67790	IKERD, SCOTT 5318 7TH AVE S SAINT PETERSBURG FL 337072510	30 31 17 77184 010 0072 ROUSLYNN BLK 10, S 35FT OF LOTS 7 AND 8	2015 3RD ST S	184.38
LCA 1539 67791	BRANDON, JOHNNY RICHARD JR 532 9TH AVE N SAINT PETERSBURG FL 337011606	18 31 17 77814 003 0092 SAFFORD'S ADD REVISED BLK 3, E 44FT OF LOTS 9 AND 10	532 9TH AVE N	184.38
LCA 1539 67792	TRUST NO 419 3249 W CYPRESS ST STE C TAMPA FL 336075153	23 31 16 78390 006 0070 ST PETERSBURG INVESTMENT CO SUB BLK 6, S 47FT OF LOTS 7 AND 8	419 23RD ST N	194.40
LCA 1539 67793	STANWICH MORTGAGE LOAN TRUST 1610 E ST ANDREW PL STE B150 SANTA ANA CA 927054931	23 31 16 78390 027 0110 ST PETERSBURG INVESTMENT CO SUB BLK 27, LOT 11	2443 2ND AVE S	184.38
LCA 1539 67794	BRADFORD, CLYDE EST 2450 2ND AVE S SAINT PETERSBURG FL 337121114	23 31 16 78390 028 0070 ST PETERSBURG INVESTMENT CO SUB BLK 28, LOT 7	2450 2ND AVE S	184.38
LCA 1539 67795	MC CLELLAN, JOHN A PO BOX 71 TREMONTON UT 843370071	23 31 16 78390 033 0110 ST PETERSBURG INVESTMENT CO SUB BLK 33, LOT 11	2447 4TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67796	WARNER, JEFFREY W EST 415 24TH ST SAINT PETERSBURG FL 337042815	23 31 16 78390 034 0011 ST PETERSBURG INVESTMENT CO SUB BLK 34, S 42FT OF LOT 1	415 24TH ST S	184.38
LCA 1539 67797	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	30 31 17 79038 002 0130 SCHOOLEY'S HOMEVILLE NO. 2 BLK 2, LOT 13	2021 8TH ST S	184.38
LCA 1539 67798	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	184.38
LCA 1539 67799	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	184.38
LCA 1539 67800	BROGLE, RICHARD J 850 26TH AVE N SAINT PETERSBURG FL 337042714	07 31 17 84888 000 0190 SPRING HILL REVISED LOT 19	854 26TH AVE N	184.38
LCA 1539 67801	TC DEVELOPING COMMUNITIES INC 4905 34TH ST S STE 195 SAINT PETERSBURG FL 337114511	25 31 16 85140 000 0360 STANLEY HEIGHTS LOT 36 LESS N 36FT	1111 MELROSE AVE S	184.38
LCA 1539 67802	MANUEL, LILI L 2510 PINELLAS POINT DR SAINT PETERSBURG FL 337125645	11 32 16 85230 001 0020 STEPHENSON'S SUB NO. 1 BLK A, LOT 2	2510 PINELLAS POINT DR S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67803	ROBERTS, W DAVID 13270 S CRATERTERR FLORAL CITY FL 344364652	15 31 16 86130 000 0750 SUMMIT LAWN LOT 75	4241 12TH AVE N	184.38
LCA 1539 67804	LOREVIL LAND TRUST AGM NO 8 PO BOX 16766 SAINT PETERSBURG FL 337336766	27 31 16 87156 001 0030 SUNNY SLOPE SUB BLK A, LOT 3	4100 18TH AVE S	184.38
LCA 1539 67805	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 89604 000 0460 TANGERINE CENTRAL LOT 46	2142 OAKLEY AVE S	184.38
LCA 1539 67806	BUILDERS OF HOPE INC 310 N HARRINGTON ST RALEIGH NC 276031322	26 31 16 89640 001 0040 TANGERINE HIGHLANDS BLK A, LOT 4	1820 AUBURN ST S	184.38
LCA 1539 67807	LUCK, JAMES R TRUST 914 S OURAY ST AURORA CO 800173153	26 31 16 89640 003 0010 TANGERINE HIGHLANDS BLK C, LOTS 1 & 2	2722 18TH AVE S	244.52
LCA 1539 67808	LUCK, JAMES R TRUST 914 S OURAY ST AURORA CO 800173153	26 31 16 89640 003 0050 TANGERINE HIGHLANDS BLK C, LOT 5	1821 27TH ST S	224.47
LCA 1539 67809	CHANEY, MELONY PO BOX 35268 SAINT PETERSBURG FL 337050505	25 31 16 89658 000 0090 TANGERINE PARK REPLAT S 5FT OF LOT 8 & N 40FT OF LOT 9	1902 20TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67810	HICKMAN, HELEN 5421 BRADLEY PINES CIR SANDSTON VA 231502324	25 31 16 89658 000 0420 TANGERINE PARK REPLAT LOT 42	1921 20TH ST S	184.38
LCA 1539 67811	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	184.38
LCA 1539 67812	NG, CHEK BENG 37 TRINITY PL SELKIRK NY 121588708	25 31 16 89766 001 0160 TANHURST SUB BLK A, LOT 16 & S 1/2 OF LOT 15	1744 21ST ST S	184.38
LCA 1539 67813	LOISELLE, KAREN V 2887 23RD AVE N SAINT PETERSBURG FL 337134210	11 31 16 93924 002 0020 VERONA SUB BLK B, LOT 2	2887 23RD AVE N	184.38
LCA 1539 67814	GENERAL HOME DEVELOPMENT CORP 215 49TH ST S SAINT PETERSBURG FL 337071925	11 31 16 93924 003 0220 VERONA SUB BLK C, LOT 22	2856 25TH AVE N	184.38
LCA 1539 67815	HAWKINSON, MICHAEL 5346 61ST TER N SAINT PETERSBURG FL 337092063	10 31 16 95274 003 0170 WAYNE HEIGHTS REPLAT BLK 3, LOT 17	3621 ITHACA ST N	184.38
LCA 1539 67816	MURPHY, RANDY D 6310 N NEBRASKA AVE TAMPA FL 336046259	22 31 16 96174 007 0070 WEST CENTRAL AVENUE BLK 7, LOT 7	3440 3RD AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1539 67817	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	204.43
LCA 1539 67818	DAVIS, BRIAN S 5600 30TH AVE N SAINT PETERSBURG FL 337102510	09 31 16 96336 001 0100 WESTGATE HEIGHTS NORTH BLK 1, LOT 10	5600 30TH AVE N	184.38
LCA 1539 67819	HOCH, JOSEPH H JR 5628 36TH AVE N SAINT PETERSBURG FL 337101914	09 31 16 96372 003 0030 WESTGATE MANOR BLK C, LOT 3	5628 36TH AVE N	184.38
LCA 1539 67820	5 STAR FINANCIAL SOLUTIONS 8918 134TH ST SEMINOLE FL 337762417	26 31 16 97560 000 0060 WILDWOOD SUB LOT 6	2701 15TH AVE S	324.70
LCA 1539 67821	TURNER, OLICIA 2017 GLEN FORGE ST BRANDON FL 335112109	26 31 16 97560 000 0300 WILDWOOD SUB LOT 30	1440 27TH ST S	184.38
LCA 1539 67822	HARLING, GABE 892 ADDISON DR NE SAINT PETERSBURG FL 337163442	25 30 16 98424 009 0050 WINSTON PARK UNIT 2 BLK 9, LOT 5	7820 15TH WAY N	184.38
LCA 1539 67823	WILLIAM, RUSSELL JR 7022 POLINS CT ALEXANDRIA VA 223061457	31 30 17 99576 096 0150 YOUMAN'S REPLAT BLK 96, LOT 15	655 NORTHMOOR AVE N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT

TOTAL NUMBER OF ASSESSMENTS: 147

TOTAL ASSESSMENT AMOUNT: 28,946.30

LOT CLEARING NUMBER 1539

COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED	AMOUNT TO BE ASSESSED
LOT CLEARING COST	$ 19,391.30
ADMINISTRATIVE FEE	$ 9,555.00
TOTAL:	$ 28,946.30

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1539; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1539 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. 1539 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: September 18, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number **SEC 1192**

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:	**1192**
NUMBER OF STRUCTURES	**29**
ASSESSABLE AMOUNT:	**$5,052.13**

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **$5,052.13** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

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

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
9-18-2014

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1192 07082	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	126.90
SEC 1192 07083	126 17TH AVE TRUST PO BOX 14324 VAN NUYS CA 914094324	30 31 17 03294 029 0040 BAYBORO BLK 29, LOT 4	126 17TH AVE S	153.25
SEC 1192 07084	********** 5019 4TH AVE S SAINT PETERSBURG FL 337071919	21 31 16 07182 008 0120 BELLECREST HEIGHTS BLK 8, LOT 12	5019 4TH AVE S	145.28
SEC 1192 07085	CLAUSEN, KATHERINE J EST 23 ANONDALE DR HUNTINGTON NY 117435001	27 31 16 13860 000 0050 CARTER & FOLEY'S SUB LOT 5	3465 15TH AVE S	174.56
SEC 1192 07086	GRAMERCY CAPITAL LLC 2803 GULF TO BAY BLVD STE 408 CLEARWATER FL 337594014	23 31 16 17298 003 0030 COLONIAL ANNEX BLK C, LOT 3	2521 EMERSON AVE S	132.41
SEC 1192 07087	HERBERT, WESLEY W 910 15TH ST S SAINT PETERSBURG FL 337052134	25 31 16 17676 000 0130 COLUMBIA HEIGHTS NO. 2 LOT 13	910 15TH ST S	109.89
SEC 1192 07088	KHOUNXAY, KHENE 3911 12TH AVE N SAINT PETERSBURG FL 337136022	15 31 16 18288 015 0150 CORSON'S SUB BLK 15, W 45FT OF LOT 15	3911 12TH AVE N	194.56

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
9-18-2014

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1192 07089	JORDAN, ALICE M 1951 24TH ST S SAINT PETERSBURG FL 337123027	26 31 16 20772 000 0500 DELMONTE SUB LOT 50 & E 10FT OF LOT 49	2220 14TH AVE S	196.28
SEC 1192 07090	NOVAK, JIRI PO BOX 55541 SAINT PETERSBURG FL 337325541	19 30 17 25416 005 0060 EL CENTRO BLK 5, LOT 6 AND W 22FT OF LOT 7	538 86TH AVE N	203.25
SEC 1192 07091	BRADLEY, MARQUAILA S 1535 27TH ST S SAINT PETERSBURG FL 337122641	31 31 17 32832 000 1590 GRAND VIEW PARK REV PLAT LOT 159	759 37TH AVE S	101.25
SEC 1192 07092	SWAIN, KIMBERLY P 1836 29TH ST S SAINT PETERSBURG FL 337122935	25 31 16 33786 000 0240 GROVE HEIGHTS ANNEX LOT 24	1346 8TH AVE S	153.28
SEC 1192 07093	SEEGERT, THOMAS V EST 2950 4TH AVE N SAINT PETERSBURG FL 337137709	23 31 16 35118 008 0070 HALL'S CENTRAL AVE NO. 2 BLK 8, LOT 7	2950 4TH AVE N	103.28
SEC 1192 07094	LISTER, LORI L 19102 CORNERSTONE DR MORRISVILLE PA 190677906	31 31 17 36684 000 0910 HARBORDALE SUB LOT 91	665 26TH AVE S	133.25
SEC 1192 07095	WELLS FARGO BANK ONE HOME CAMPUS DES MOINES IA 503280001	26 31 16 41868 000 0070 IDLEWILD LOT 7	1901 WALTON ST S	141.41

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1192 07096	SMITH, RAYMOND 761 16TH AVE S SAINT PETERSBURG FL 337015710	30 31 17 43686 001 0180 JACKSON SQUARE BLK A, LOT 18	761 16TH AVE S	207.73
SEC 1192 07097	GRAHAM, ELLEN M 1225 W PROSPECT RD APT Q29 FORT COLLINS CO 805265650	18 31 16 44586 002 0260 JUNGLE COUNTRY CLUB 2ND ADD BLK 2, LOT 26	7341 10TH AVE N	211.25
SEC 1192 07098	GILCHRIST, THURZA 967 22ND AVE S SAINT PETERSBURG FL 337052963	25 31 16 48960 000 0820 LAKEVIEW HEIGHTS LOTS 80 THRU 83	967 22ND AVE S	1,148.53
SEC 1192 07099	PETERSON, ANICE EST 2710 22ND ST S SAINT PETERSBURG FL 33712	36 31 16 49644 001 0200 LAKEWOOD ESTATES SEC H BLK A, N 39FT OF LOT 19 & S 29FT OF LOT 20	2710 22ND ST S	89.89
SEC 1192 07100	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	194.89
SEC 1192 07101	HARRIS, ANGERITA 851 22ND AVE S SAINT PETERSBURG FL 337053005	30 31 17 79038 001 0100 SCHOOLEY'S HOMEVILLE NO. 2 BLK 1, LOT 10	851 22ND AVE S	87.56
SEC 1192 07102	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	143.28

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1192 07103	LOREVIL LAND TRUST AGM NO 1 PO BOX 16766 SAINT PETERSBURG FL 337336766	25 31 16 82008 000 0090 SILVER LAKE SUB LOT 9	1237 12TH AVE S	126.75
SEC 1192 07104	GRAMERCY CAPITAL LLC 2803 GULF TO BAY BLVD STE 408 CLEARWATER FL 337594014	25 31 16 82008 000 0110 SILVER LAKE SUB LOT 11	1231 12TH AVE S	89.89
SEC 1192 07105	HIPPOPOTAMUS PRESV CHARITY FDT 1310 18TH AVE S SAINT PETERSBURG FL 337052538	25 31 16 84726 000 0470 SPEAR'S SUB C.E. LOT 47	1310 18TH AVE S	89.89
SEC 1192 07106	HICKMAN, HELEN 5421 BRADLEY PINES CIR SANDSTON VA 231502324	25 31 16 89658 000 0420 TANGERINE PARK REPLAT LOT 42	1921 20TH ST S	101.25
SEC 1192 07107	YUNG, AMELIA RANESAS 21033 TIMBER RIDGE TER APT 102 ASHBURN VA 201477776	31 31 17 90072 000 0490 TAYLOR'S SUB LOT 49	525 27TH AVE S	108.06
SEC 1192 07108	N G F REALTY LLC 2961 1ST AVE N SUITE F SAINT PETERSBURG FL 33713	25 31 16 90936 000 0041 TIFFANY'S ADD N 1/2 OF LOT 4	1128 JAMES AVE S	103.28
SEC 1192 07109	6 ON 4TH PROPERTIES LLC 1015 S HOWARD AVE TAMPA FL 336062431	06 31 17 92466 004 0030 TULANE SUB BLK D, LOTS 3 THRU 8 INCL LESS RD R/W	4447 4TH ST N	121.25

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1192 07110	HOOTMAN, CHARLES C 1249 72ND ST N SAINT PETERSBURG FL 337104623	18 31 16 96930 000 0040 WESTWOOD SUB LOT 4	1249 72ND ST N	159.78

TOTAL NUMBER OF ASSESSMENTS: 29

TOTAL ASSESSMENT AMOUNT: 5,052.13

BUILDING SECURING NUMBER SEC 1192

COST/FUNDING/ASSESSMENT INFORMATION

CATEGORY	AMOUNT TO BE ASSESSED
SECURING COST	$ 2,195.00
MATERIAL COST	$ 963.00
LEGAL AD	$ 589.13
ADMIN. FEE	$ 1,305.00
TOTAL:	**$ 5,052.13**

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1192 ("SEC 1192") 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. 1192 ("SEC 1192"); 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 September 18, 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. 1192 ("SEC 1192") 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: September 18, 2014

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number **DMO 419**

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:	**419**
NUMBER OF STRUCTURES:	**11**
ASSESSABLE AMOUNT:	**$116,277.38**

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 **$116,277.38** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

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

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
9-18-2014

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0419 03053	EVANS, DORIS PO BOX 21291 SAINT PETERSBURG FL 337421291	26 31 16 00432 003 0060 ALLEN-GAY SUB BLK C, LOT 6	3042 20TH AVE S	3,411.05
DMO 0419 03054	PHILLIPS, RICKY 15395 LINWOOD ST APT 201 DETROIT MI 482382867	13 31 16 11196 001 0170 BRICKETT'S, C. E. BLK A, E 33FT OF LOT 17	4 YOUNGS CT N	12,200.00
DMO 0419 03055	MUDADA, KIAMBU 2042 20TH ST S SAINT PETERSBURG FL 337123152	25 31 16 40734 007 0010 HOLLYWOOD ADD. REV MAP OF BLK 7, LOTS 1 AND 2	1601 12TH ST S	18,649.90
DMO 0419 03056	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	10,984.87
DMO 0419 03057	SOREM, LINDA J 10712 TOLEDO CT BLOOMINGTON MN 554372870	36 31 16 63792 008 0020 OHIO PARK BLK 8, LOT 2	2315 21ST ST S	8,615.83
DMO 0419 03058	CASPERSON, COLIN 28814 STORMCLOUD PASS WESLEY CHAPEL FL 335436426	28 31 16 75006 000 0040 RIDGEWAY LOT 4	4628 13TH AVE S	12,620.00
DMO 0419 03059	CHRYSLER, ROBERT C 192 LONGSIGHT LN APT 301 ROCK HILL SC 297307858	01 31 16 76716 002 0050 ROSEDALE SUB REPLAT BLK B, LOT 5	4737 HAINES RD N	8,015.00

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0419 03060	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	11,376.56
DMO 0419 03061	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	12,521.07
DMO 0419 03062	BARTON, WINNIE L EST PO BOX 23286 KNOXVILLE TN 379331286	25 31 16 85410 000 0110 STEVEN'S SECOND SUB, J.W. LOT 11	2035 15TH AVE S	8,429.60
DMO 0419 03063	ALESSANDRINI, BERNARD 910 43RD ST S SAINT PETERSBURG FL 337111925	27 31 16 95382 000 0620 WEBB'S SUB REPLAT, T.E. LOT 62	910 43RD ST S	9,453.50

TOTAL NUMBER OF ASSESSMENTS: 11

TOTAL ASSESSMENT AMOUNT: 116,277.38

BUILDING DEMOLITION NUMBER DMO 419
COST/FUNDING/ASSESSMENT INFORMATION

CATEGORY	AMOUNT TO BE ASSESSED
Demolition Cost	$ 59,010.50
Asbestos Cost	$ 52,061.67
Legal Ad	$ 2,580.21
Engineer's Chg	$ 150.00
Administrative Fee	$ 2,475.00
TOTAL:	**$ 116,277.38**

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 419 ("DMO NO. 419") 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. 419 ("DMO No. 419 "); 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 September 18, 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. 419 ("DMO No. 419") 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
www.stpete.org

September 18, 2014

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

FROM: Mayor Rick Kriseman

SUBJECT: Utility Rates for FY2015 (Public Hearing)

Attached are three reports recommending rates associated with water, wastewater, reclaimed water, sanitation services and stormwater. These reports were reviewed at BF&T on August 28th and the first reading was held on September 4th. Today's Public Hearing is being held to proceed with final adoption of utility rates for fiscal year 2015.

The attached reports provide detailed information for the proposed rates in each of the enterprise operations. The water, wastewater, and reclaimed water increases are proposed at 4.75% for all three services. There are no increases proposed for stormwater or sanitation service in either residential or commercial services.

Last year at this time, we anticipated a 5.5% overall increase in FY15 for water, wastewater and reclaimed water. However, based on a revenue sufficiency analysis, the rate study recommends an overall increase of 4.75% for FY15.

The primary factors allowing for a zero percent (0%) increase in the sanitation fees include operational efficiencies and reduced tonnage being taken to the County waste disposal site. The stormwater rate will remain the same as last year for several reasons including operational efficiencies. Fund balances in both the Sanitation Operating and Stormwater Utility Funds will remain above the target fund balance levels.

In the case of each of the utility fees, our effort has been to minimize the cost increases due to the impacts already felt by our residents of the difficult national economy. The impact to the typical customer is that they will see their utility bill increase by $2.56 per monthly bill, or a 3.08% overall increase. For customers with reclaimed water they will see an additional $.89 increase.

Gallons of Water & Sewer Use/Month: 4,000					
	FY14	FY15	Difference	Difference Percent	Difference Water & Sewer Only
SANITATION	$22.33	$22.33	$0.00	0.00%	
POTABLE WATER	$24.81	$25.99	$1.18	4.75%	
WASTEWATER	$29.02	$30.40	$1.38	4.75%	4.75%
STORMWATER	$6.84	$6.84	$0.00	0.00%	
SUBTOTAL	$83.00	$85.56	$2.56	3.08%	
RECLAIMED	$18.79	$19.68	$0.89	4.75%	
TOTAL	$101.79	$105.24	$3.45	3.39%	

The revised rates for water, wastewater, and reclaimed water will begin to appear on the bills sent to customers in November (since those rates would be applied against October consumption).

Attachments

CITY OF ST. PETERSBURG

MEMORANDUM

TO: Mayor Rick Kriseman

THRU: Michael Connors, Public Works Administrator

FROM: Ben Shirley, Sanitation Director

DATE: August 18, 2014

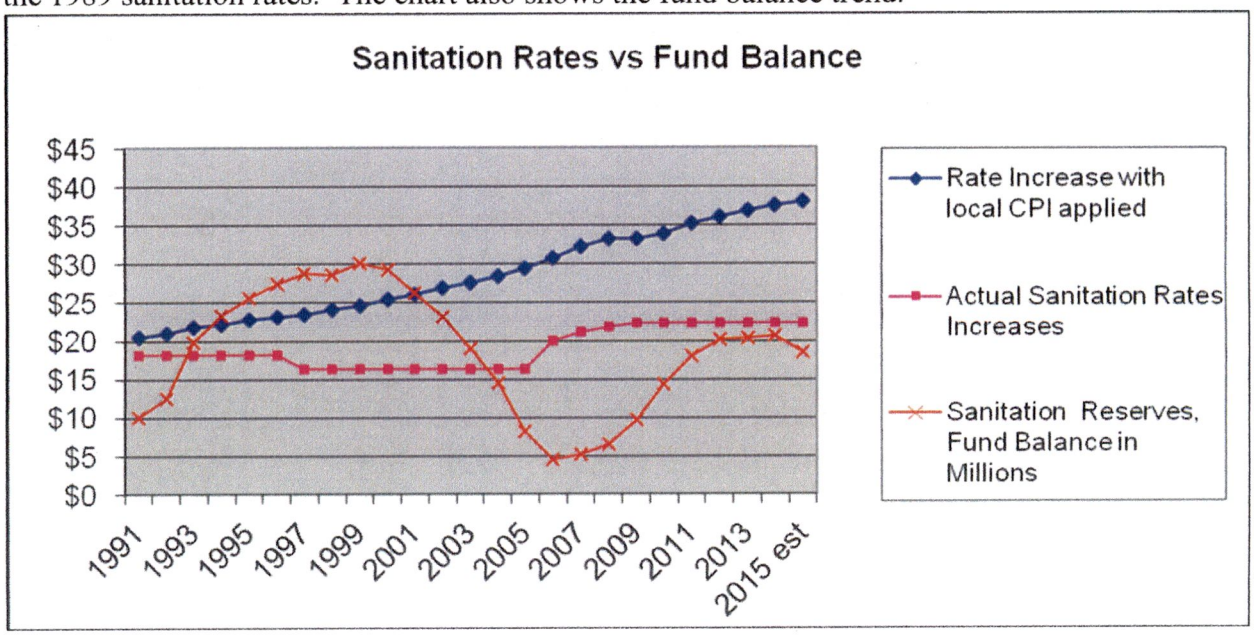
SUBJECT: FY2015 Sanitation Rate Study

Introduction

I am pleased to report that no rate increase is being proposed in the 2015 Operating budget. This will be our sixth consecutive year with no rate increase for solid waste collection and disposal. Our continuing efforts have helped match revenues with expenses. In our current operating year increases in demolition costs have been partially offset by reduced fuel expenses due to the replacement replacement of 11 diesel trucks with CNG.

In 2008 City Council approved a sanitation rate increase for FY2009 of 2.6% for residential and commercial customers. This was only the fourth rate increase in sanitation rates since 1988. For the period FY1988 through FY2005 rates remained stable as the City intentionally drew down the Sanitation Operating and Rate Stabilization Fund balances. With the increase approved by City Council for FY2009 the residential rate increased to $22.33 per month and will remain there through FY2015.

The chart below illustrates how rates would have increased if inflation rates were applied against the 1989 sanitation rates. The chart also shows the fund balance trend.

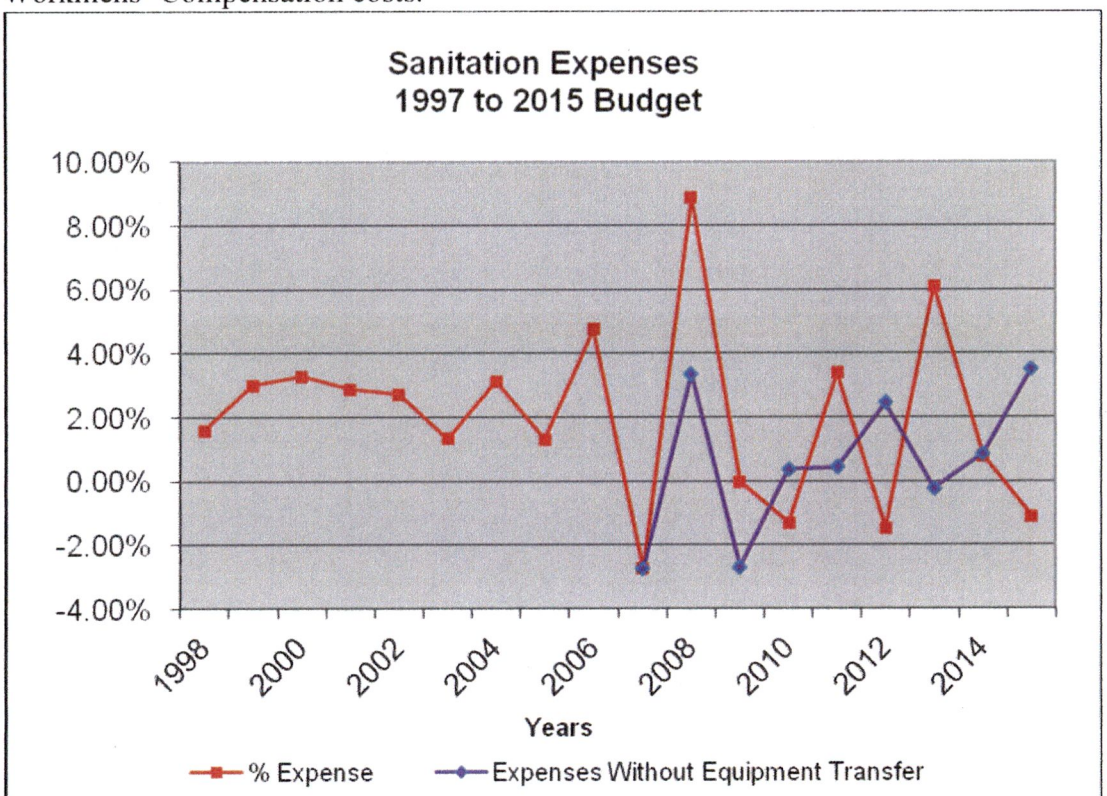


Without a proposed increase the recommended rates will continue to be very competitive with other cities in the greater St. Petersburg area. In addition, it should be noted that the Sanitation Department provides a number of support functions such as graffiti and snipe sign removal, lot clearing, funding for the N–Team and Building Demolition, alley trimming, and other costs controlled by Parks and Codes Administration. These programs all play a major role in the cleanliness and appearance of our community and may exceed the service level of other providers.

Projected FY2015 Requirements

The Sanitation Department currently operates 11 CNG Collection trucks and has an additional 6 on order. The 2015 budget includes the purchase of an additional 6 CNG trucks The gradual conversion of the diesel fueled fleet to CNG is in an effort to lower Sanitation's operating costs, increase efficiency and lower air emissions.

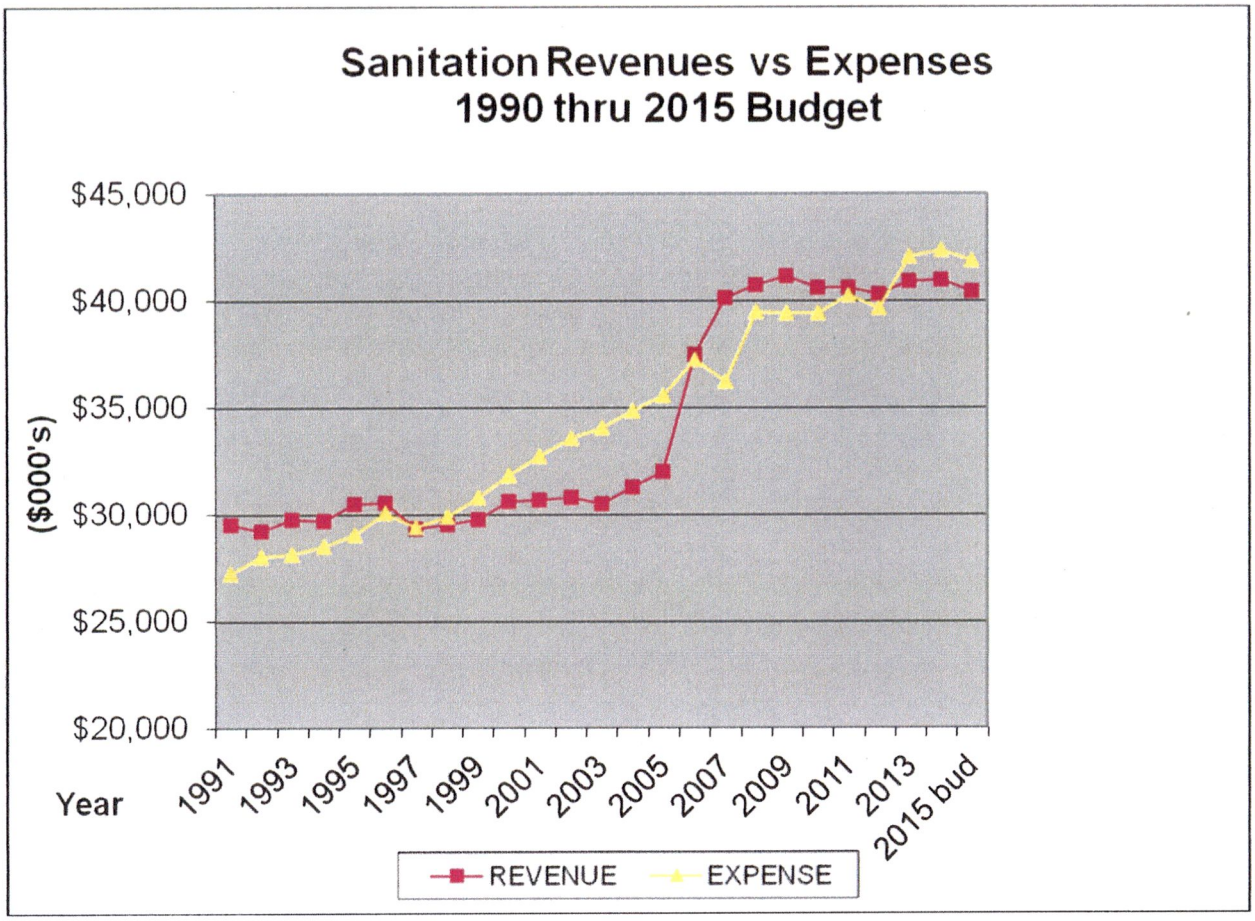
The chart below, illustrates increases in expenses on an annual basis for the last 19 years. Sanitation costs have generally mirrored inflationary trends and reflect staff's effort to control costs when possible. The FY 2008 increase was caused by reinstituting the transfer from the operating fund to the capital equipment replacement fund. Without this transfer, costs increased 3.36%. The 2013 through 2014 increases reflect increases to this transfer to cover the costs of converting the fleet to CNG. In 2015 the decrease in the transfer to capital is offset by increased Workmens' Compensation costs.



The FY2008 increase was caused by increasing the transfer to capital. Without the transfer, actual costs increased 3.36%
The change between FY 2014 and FY 2015 reflects a decrease in the transfer to capital offset by increases in WC costs.

The Sanitation Department plans to provide universal residential curbside recycling service in 2015. It is expected that this recycling service will cost each residence $3 per month in addition to the current $22.33 that is charged for regular garbage service.

As mentioned earlier, prior to the period of FY2006 thru 2009, there had not been any revenue rate increases for Sanitation dating back to 1988. The following chart is updated from last year's report and compares revenues and expenses since 1990. The data reflects that 1997 was the last year revenues matched expenses until the rate increase approved for FY2006 thru FY2008. The FY2006 rate increase was the first year that revenues exceeded expenses in 10 years. Sanitation hopes to hold its future years' rate increases to a minimum by continuing to replace diesel burning with CNG fueled vehicles.



Rate Data on Other Local Entities

The residential rate will be competitive with other large cities in the local area, as shown below:

City	*Monthly Residential Rate*
St. Petersburg (FY15 Proposed Rate)	$22.33**
Tampa (FY15 Proposed Rate)	$33.89 *
Clearwater (FY15 Proposed Rate)	$27.38*

* includes $3.00 (Tampa) & $2.52 (Clearwater) respectively for curbside recycling costs ** Includes $.36 for centralized recycling costs

Proposed Changes to City Code

None pursuant to no increase in rates proposed.

Recommended Action

No action is necessary pursuant to no increase in rates proposed.

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TO: Mayor Rick Kriseman

FROM: Michael J. Connors, P.E.
Public Works Administration

DATE: August 28, 2014

SUBJECT: FY2015 Stormwater Rate Recommendation

Introduction

The Stormwater Utility Fee was implemented by the City of St. Petersburg in November 1989. The utility fee remained constant until 2005 when City Council amended the ordinance providing for an automatic annual rate adjustment pursuant to the prior year's Consumer Price Index. The ordinance was amended by City Council last year to eliminate the automatic adjustment provision and allow for a specific rate to be adopted in accordance with the annual rate analysis.

An analysis for FY2015 has been conducted. Based on (1) Revenues estimated as constant, (2) expenses projected to be approximately 4% less than the FY2014 budget and (3) the projected fund balance to exceed the target, no rate increase is proposed for FY2015. The City's stormwater rates would be held at $6.84 for the typical single family account.

The Stormwater Utility Department oversees the operation, maintenance, and reconstruction of stormwater facilities in the City of St. Petersburg. The Engineering and Capital Improvement Department manages the Stormwater C.I.P. and TMDL compliance. Stormwater capital improvement projects are supplemented by Penny for Pinellas funds as well as grant funds. Revenues for the utility have continued to come in as budgeted and expenses have been controlled.

The department over the last several years has continued to improve operating efficiencies to include among other initiatives, staff and fleet reductions resulting in modest, if any, increases in expenses. A FY2015 operating expense reduction in the amount of $410,000 relates to engineering services associated with TMDL compliance that was included in this year's budget with work continuing through next year.

Recommended Action

No action is necessary pursuant to no increase in rates proposed.

st.petersburg
water resources

MEMORANDUM

TO: Mayor Rick Kriseman

FROM: Michael J. Connors, P.E.
Public Works Administration

DATE: August 28, 2014

SUBJECT: FY2015 Water Resources Rate Study

Executive Summary

City staff and the financial rate team of McKim & Creed, P.A. and Burton & Associates have conducted a revenue sufficiency analysis and cost of service rate study for our water, wastewater and reclaimed water systems in conjunction with the FY15 budget development process. The rate study included an analysis of FY14 and FY15 projected costs of maintaining the utility system, revenues and expenses, customer water consumption, wastewater flows, capital and debt service requirements, and the cost of purchasing raw water through Tampa Bay Water.

Last year at this time, we anticipated a 5.5% overall increase in FY15 to help meet projected costs and service demands. Based on the revenue sufficiency analysis, the rate study recommends an overall increase of **4.75%** for retail water, wastewater and reclaimed water customers in FY15. For a typical single-family retail customer using 4,000 gallons, the overall monthly bill will go up $2.56; of that $1.18 is for water and $1.38 is for wastewater.

State Statute 180.136 establishes certain notification requirements when municipal utilities propose rate increases. The City has met those requirements through inserts in the utility billing process (see Attachment 1). Letters have also been sent to wholesale water and wastewater customers notifying them of proposed adjustments. Following review by the Budget, Finance, and Taxation Committee on August 28, 2014, it is anticipated that the proposed rates will be considered at a First Reading on September 4, 2014 and a Public Hearing on September 18, 2014. If the proposed rates are approved on September 18th, they would go into effect October 1st and would appear on customer bills beginning November 2014.

Brief Methodology Overview

The methodology utilized in this study began by allocating the Water Resources FY15 budget costs between the water, wastewater, and reclaimed water systems. In addition, the costs of providing customer services such as meter reading, billing, collection, etc., were isolated and placed into a separate functional component (Customer Costs).

Once all of the costs (including reclaimed water residual costs) were allocated to the water and wastewater systems, they were then allocated to retail-specific, wholesale-specific, and joint cost categories. These allocations were performed separately for the Utility's operating costs and

capital costs (debt service and annual transfer to the Water Resources Capital Projects Fund). The annual capital costs were allocated to these cost categories based upon the Utility's capital investment in these categories.

These allocated costs were then assigned to customers in proportion to their use of that system function. Thus, all retail-specific costs were allocated to retail users, and wholesale specific costs were allocated entirely to wholesale users. Joint costs were allocated to both wholesale and retail customers in proportion to their share of total system water consumption or sewer flows, as appropriate.

The wholesale water and wastewater rates are calculated based on a cost of service analysis established using the FY15 expense budget. Unlike with the retail rates, which are established using a multi-year blending of rates between the water and wastewater utilities, wholesale rates are established on an annual basis looking at those allocable costs attributed to the wholesale costs of each respective utility, as described above.

Summary of Current and Proposed Wholesale Rates

Wholesale Customer	Current Rate	Proposed Rate	Variance	% Change
Water (per MG)	$4,648	$4,705	$58	1.2%
Wastewater (per MG) (Treasure Island, South Pasadena, Tierra Verde, Gulfport, Pinellas County, Pinellas Park)	$2,833	$2,865	$32	1.1%
St. Pete Beach				
Capital Charge (Monthly)	$46,892	$49,651	($2,759)	5.9%
O&M Rate (per MG)	$2,080	$2,058	$22	-1.1%
Average Monthly Bill (using 79.98 MG)	$213,249	$214,248	999	0.5%

Reclaimed Water

We are also proposing an increase in the flat rate for reclaimed water service. If approved, the monthly reclaimed water rate would be increased by 4.75% to $19.68 from the current monthly rate of $18.79.

Since the costs incurred to provide reclaimed water service cannot be fully recovered through the charges to reclaimed water customers, the residual costs in excess of total reclaimed water revenues were split evenly between the water and wastewater systems, given the benefits the reclaimed water provides to both the water and wastewater systems. Those benefits to the water system are primarily associated with the conservation of water use, that translates to cost avoidance in developing new raw water supplies. In addition to the use of this alternative water source to irrigate grass and landscape, reclaimed water is used to support air conditioning cooling towers and provide increased fire protection with the addition of 312 fire hydrants. Benefits to the wastewater system is based on the treated wastewater disposal option provided, in lieu of total discharge to the deep wells or advanced water treatment required for surface water discharge.

With the proposed increases, revenue generated from the reclaimed water fees is $3,241,875 and the cost to operate is $5,072,569. As mentioned earlier, the anticipated revenue does not fully cover the cost to operate the reclaimed water system. However the residual amount has been

decreasing steadily since 2011. We will continue to evaluate this rate on an annual basis. Additionally, these costs are allocated solely to the retail customers of those systems.

Projected FY15 System Requirements

During this year's rate analysis, we looked at projected FY15 expense requirements and anticipated revenue. The operating budget for the Water Resources Department is projected at $114,146,762 in FY15, an increase of 2.6% over the FY14 approved operating budget. Beginning in FY15, we are increasing the transfer to the Capital Improvement fund by $1,000,000. We currently transfer $3,000,000; however, the bond rating agencies expressed concern that this amount has remained unchanged while we continue to issue new debt. Debt Service is programmed into the rate analysis based on debt issuance in FY15 ($32.4 million), FY16 ($64.7 million), FY17 ($30.7 million), FY18 ($15.8 million) and FY19 ($20.0 million). The larger than normal borrowing in FY16 is partly attributable to the Waste to Energy project, which is expected to yield annual operating savings of $4.5 million beginning in FY18. Of the FY16 borrowing, $45 million is likely to come from State Revolving Funds (SRF), which will allow us to enjoy lower interest rates and deferred repayment to coincide with proposed operational savings. Additionally, decommissioning of the Albert Whitted Water Reclamation Facility, currently under way, will begin to see annual operating savings of $1.8 million by mid-fiscal year 2015. Full year operating savings will be reflected in the FY16 budget. Lastly, there was an increase in TBW costs due to a slight increase in consumption projected for FY15.

On June 19, 2014, the Tampa Bay Water Board (TBW) approved its FY15 budget at a public hearing. The cost of purchasing raw water from TBW is anticipated to increase slightly for FY15 (1%). We have budgeted $25,966,664 in anticipation of the final FY15 TBW budget, which is put in place in October following the completion of the current fiscal year. The Master Agreement with TBW members allows the approved budget to be re-allocated based on the prior year's actual water usage by each member government, rather than the estimated usage on which the June budget is based. The amount assigned by TBW in October can be higher or lower than the amount budgeted by the City through its normal budget process. The rate consultant has provided their projection of consumption by member governments and has recommended a slightly higher budget than projected by Tampa Bay Water. As of July of this year, TBW projects a potential true-up that would reimburse the City $492,309. This amount is subject to change based on actual water usage by member governments by the end of September. This amount is influenced, in large part, by the amount of water the City of Tampa needs to purchase from TBW.

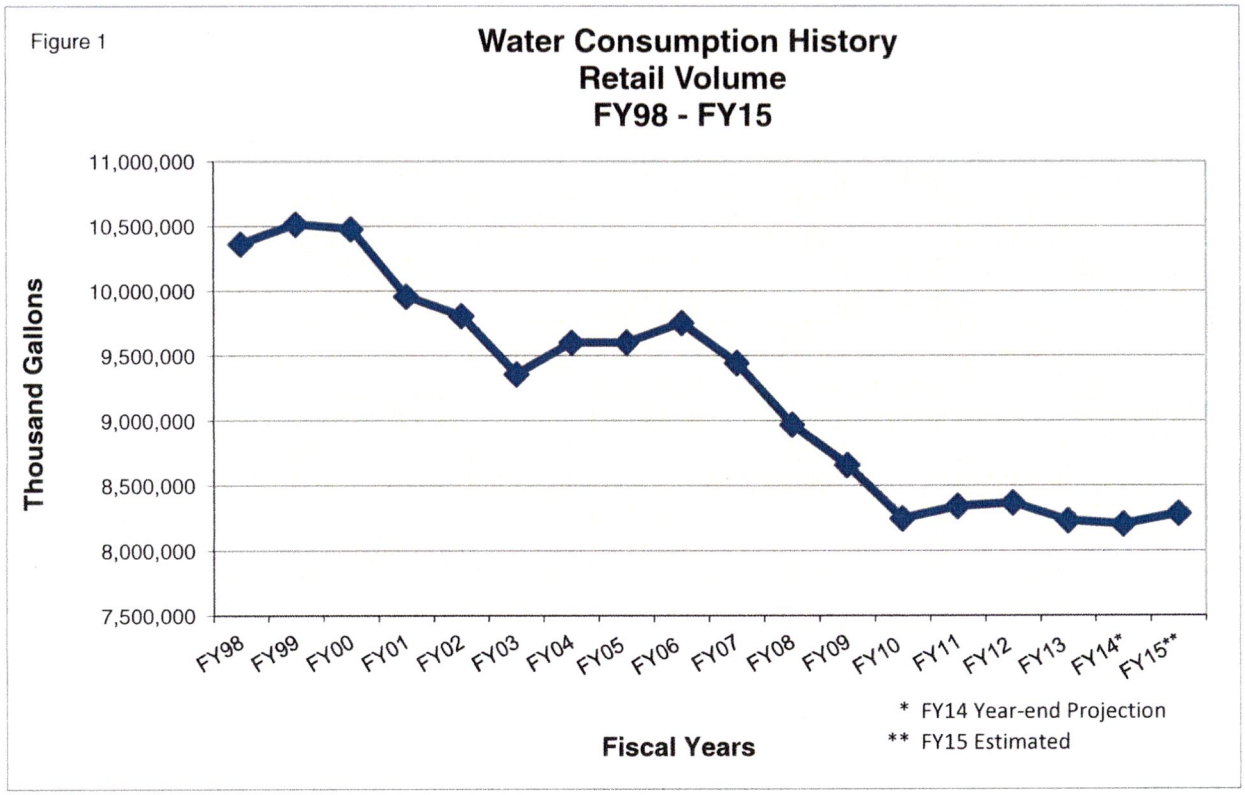
Interest earnings from the Rate Stabilization Fund continue to be used to help offset the cost of water. The anticipated earnings in FY15 are budgeted at $1,215,810, which is slightly less than last year. The TBW pass-thru rate shown on customer bills for FY15 is projected at $2.44 per thousand gallons. This is a $0.09 increase from FY14. The increase is attributable to an increase in the amount of water expected to be consumed combined with a reduction in interest collected to offset cost.

The proposed rate increase for FY15 is mitigated by the use of the Water Cost Stabilization Fund to meet the Target Fund Balance for three (3) months of operating expenses associated with water, wastewater and reclaimed water. Two (2) months of the Target Fund Balance are proposed to be met by a portion of the Water Cost Stabilization Fund reserve while one (1)

month will be met by the Operating Fund reserve. The target fund balance excludes the transfer to capital share of expenses.

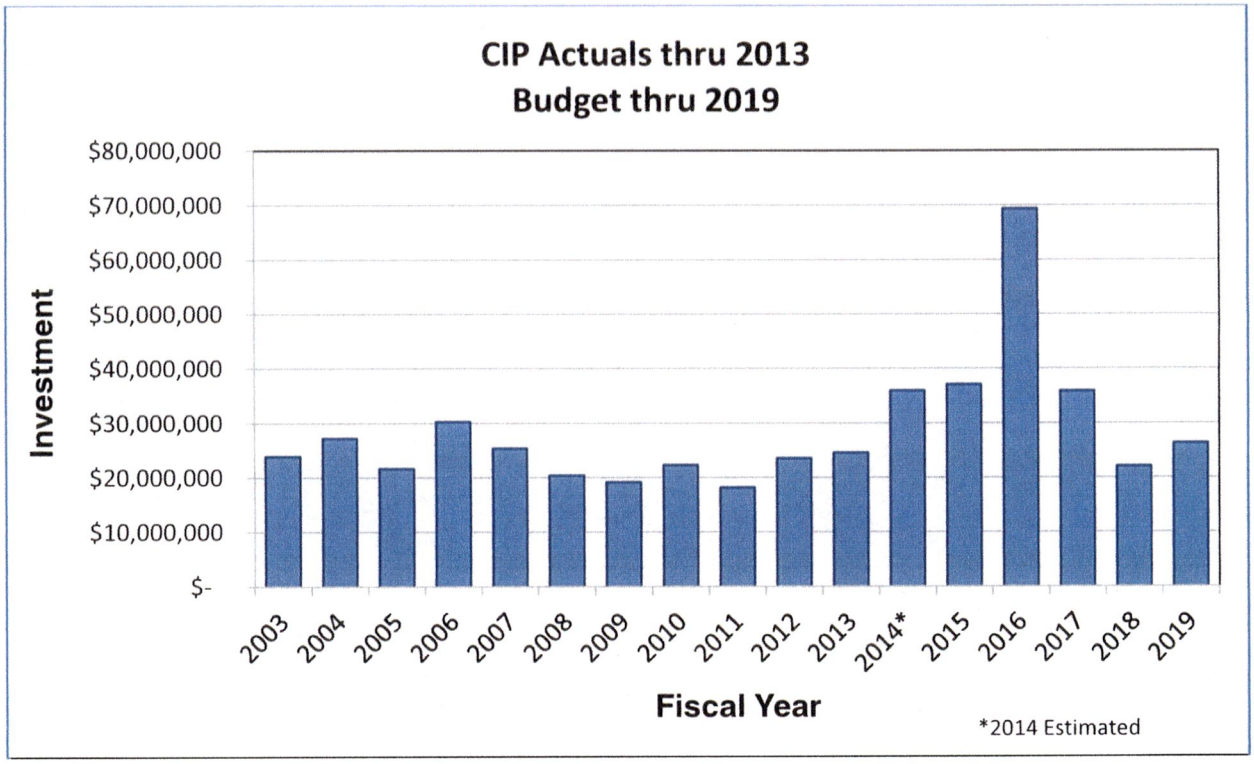
Consumption

Consumption by our retail customers has been level since FY10 when, for the first time since FY06, we began seeing a decline in usage. The housing and commercial development declines, in addition to water conservation measures, have contributed to this reduction. Consumption so far this year has maintained at last year's levels and is projected to be slightly higher next year. Figure 1 shows the consumption history trend line between 1998 and estimated 2015.



Capital Improvement Program

Over the past several years, the Water Resources Department has experienced increased debt service related to the Capital Improvement Program. Figure 2 shows a history of actual capital improvement dollars between FY03 and FY13 as well as the projected capital investment through FY19. The proposed CIP plan between FY15 and FY19 totals $190,907,000 (not including inflation).



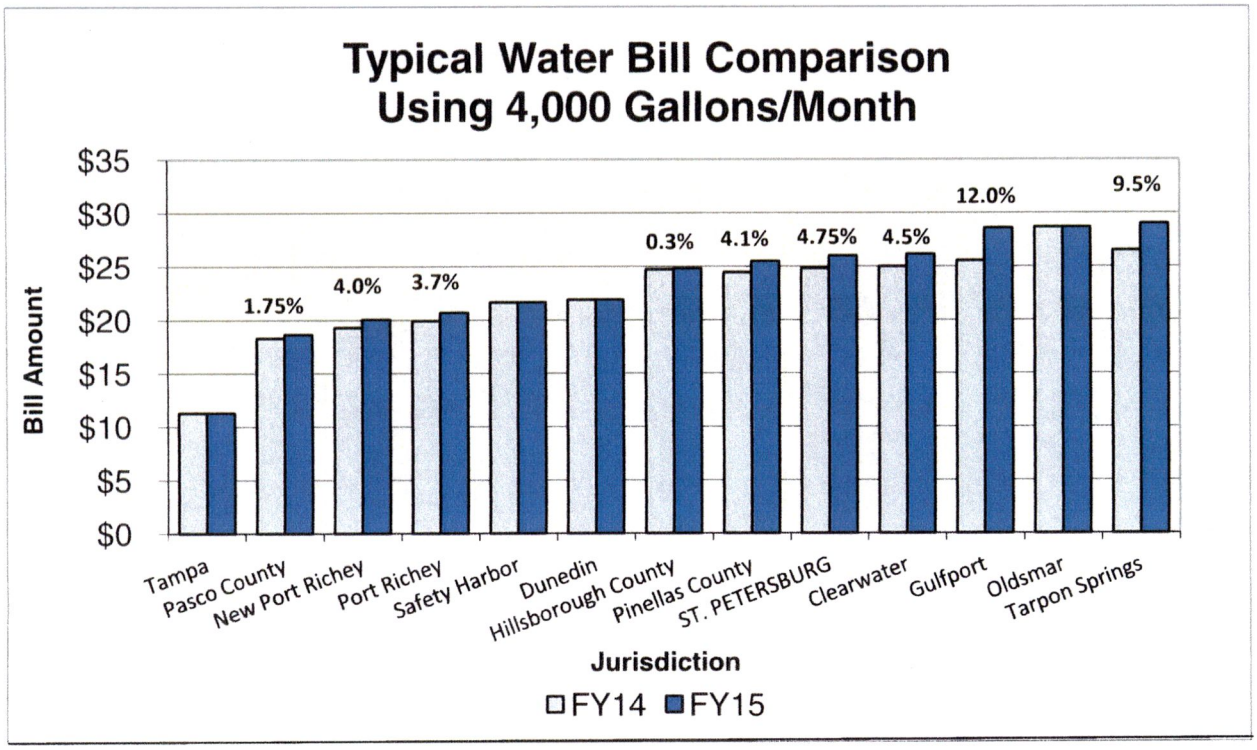
This CIP will continue the program of proactive replacing of aging pipes and infrastructure. Additionally, we have included a Waste to Energy project, whose construction will begin in FY16. This significant effort to consolidate sludge from all water reclamation facilities and convert this sludge to energy will result in a savings to rate payers in the future. As mentioned earlier, Water Resources is in the process of applying for a State Revolving Fund (SRF) loan to pay for the Biosolids to Energy project in FY16. The lower interest rate and associated debt service resulting from this loan is incorporated in the 5-year operating budget. Repayment of the SRF loan does not begin until substantial construction completion. The following project categories are included in the 5-year CIP.

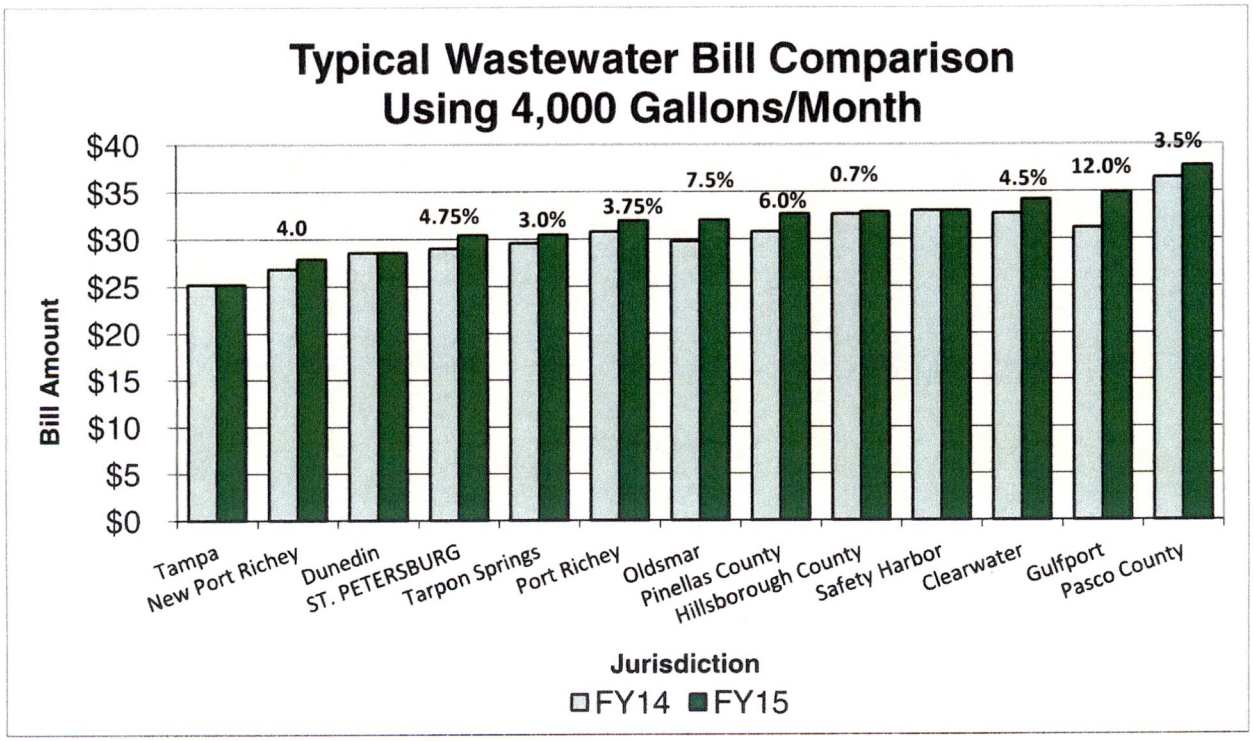
Capital Improvement Plan Projects and Programs (in thousands)						
	FY15	**FY16**	**FY17**	**FY18**	**FY19**	**TOTAL**
Water Treatment & Distribution/RW	$8,012	$7,306	$14,622	$7,721	$7,420	$45,081
Wastewater Collection	$6,995	$8,500	$5,475	$5,800	$10,650	$37,420
Water Reclamation Facilities	$13,712	$350	$1,400	$3,500	$1,000	$19,962
Waste to Energy	$0	$45,050	$0	$0	$0	$45,050
Lift Stations	$1,250	$3,750	$2,450	$2,925	$1,800	$12,175
Other	$335	$175	$195	$175	$125	$1,005
TOTAL	**$37,144**	**$69,385**	**$35,912**	**$22,121**	**$26,345**	**$190,907**

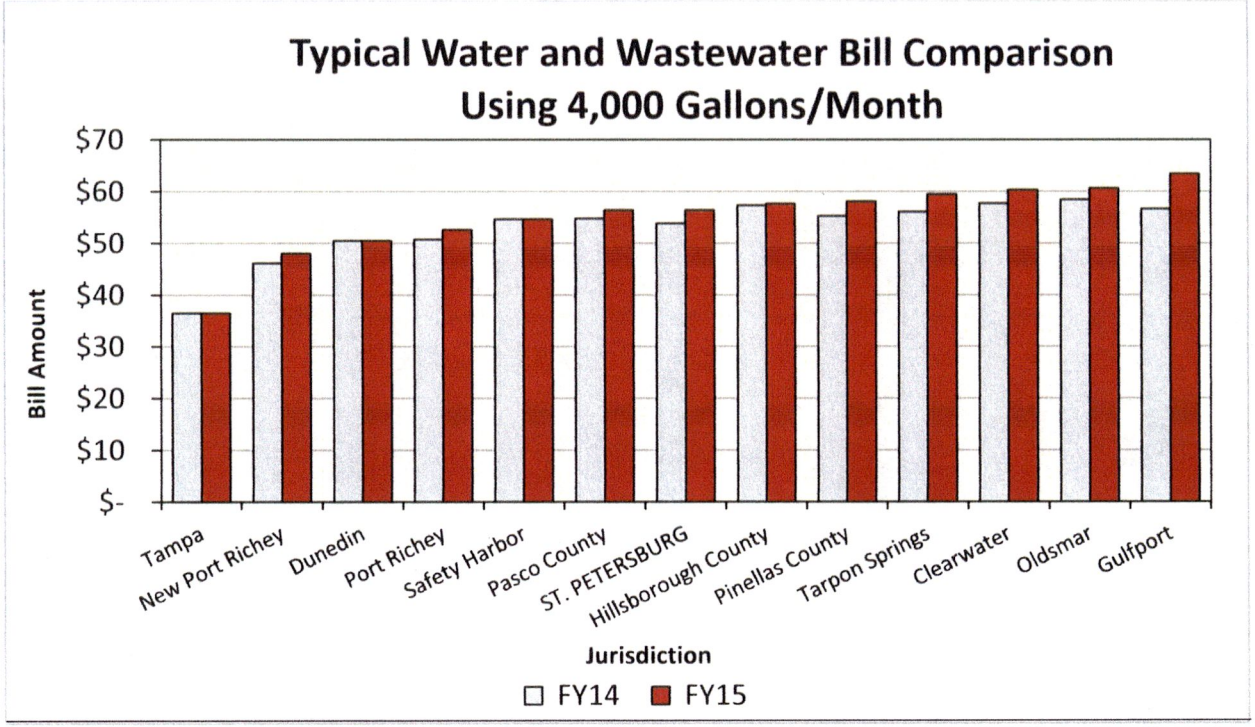
;p

Rate Data on Other Local Entities

Assuming that the recommended rates are implemented, the City's water and wastewater rates are shown in Figures 3, 4 and 5 in comparison to other local governments. Please note that the rates of the other governmental entities have been adjusted to reflect proposed rate increases for FY15 as advised by each entity. No increase is shown for those communities whose rate analysis is not complete as of this writing or do not intend to increase their rates at this time.







Recommended Action

Attached is the rate ordinance, which reflects the proposed base, variable and wholesale rate changes for water and wastewater. It also includes the changes to the reclaimed water rates, charges and services. Deposits, Connection Fees, and Fire Service Fees are proposed to remain the same in FY15 with the potential to update during next year's rate study.

It is recommended that City Council conduct a first reading of the proposed rate ordinance on September 4, 2014 and consider the proposed rate for final adoption following a public hearing on September 18, 2014. This will allow the rates to be effective as of October 1, 2014, as included within the FY15 revenue projections.

MJC/ER

Attachment 1:	Customer Notification
Attachment 2:	Variable Rates including TBW pass-thru
Attachment 3:	Recommended Base Rates
Attachment 4:	Wholesale Rates
Attachment 5:	History of Rate Increases
Rate Ordinance	

Attachment 1

NOTICE TO CUSTOMERS

st. petersburg
UTILITY CUSTOMERS

Notice is hereby given that the St. Petersburg City Council will consider proposed increases for water, wastewater, and reclaimed water utility rates and charges on:

Thursday, September 4, 2014
8:30 a.m. (First Reading)

Thursday, September 18, 2014
6 p.m. (Public Hearing)

The proposed rate adjustments will be published at First Reading and made available on the city's website,

www.stpete.org

Meetings will be held in:
City Council Chamber
St. Petersburg City Hall
175 5th Street North
St. Petersburg, Florida.

For additional information contact the Water Resources Department at 893-7297.

st. petersburg
www.stpete.org

Attachment 2

RECOMMENDED VARIABLE RATES

WATER BLOCK RATES

(Single-Family Residential and Multifamily Residential: Per Dwelling Unit)

Per 1,000 Gallons

	FY13	TBW	FY14 Total	FY15	TBW	FY15 Total
First 5,600 Gallons/month	$1.32	$2.35	$3.67	$1.40	$2.44	$3.84
Next 2,400 Gallons/month	$2.25	$2.35	$4.60	$2.38	$2.44	$4.82
Next 7,000 Gallons/month	$3.89	$2.35	$6.24	$4.10	$2.44	$6.54
Next 5,000 Gallons/month	$5.91	$2.35	$8.26	$6.21	$2.44	$8.65
Over 20,000 Gallons/month*	$14.17	$2.35	$16.52	$14.86	$2.44	$17.30

*** Applies to Single-Family Residential Customers only**

(Commercial)

Per 1,000 Gallons

	FY13	TBW	FY14 Total	FY15	TBW	FY15 Total
Up to the Average	$1.32	$2.35	$3.67	$1.40	$2.44	$3.84
Average to 1.4 Times Average	$2.65	$2.35	$5.00	$2.80	$2.44	$5.24
1.4 to 1.8 Times Average	$3.89	$2.35	$6.24	$4.10	$2.44	$6.54
Over 1.8 Times Average	$5.01	$2.35	$7.36	$5.27	$2.44	$7.71

WASTEWATER VARIABLE RATE

(Per 1,000 Gallons)

	FY14	FY15
WASTEWATER	$4.39	$4.60

Attachment 3

RECOMMENDED BASE RATES

WATER BASE RATES

Meter Size	**FY14**	**FY15**	Difference	Percent Difference*
5/8"	$10.13	$10.61	$0.48	4.75%
1"	$25.33	$26.53	$1.20	4.75%
1½"	$50.65	$53.06	$2.41	4.75%
2"	$81.04	$84.89	$3.85	4.75%
3"	$162.08	$169.78	$7.70	4.75%
4"	$253.25	$265.28	$12.03	4.75%
6"	$506.50	$530.56	$24.06	4.75%
8"	$810.40	$848.89	$38.49	4.75%
10"	$1,164.95	$1,220.29	$55.34	4.75%
12"	$2,177.95	$2,281.40	$103.45	4.75%

WASTEWATER BASE RATES

Meter Size	**FY14**	**FY15**	Difference	Percent Difference*
5/8"	$11.46	$12.00	$0.54	4.75%
1"	$28.65	$30.01	$1.36	4.75%
1½"	$57.30	$60.02	$2.72	4.75%
2"	$91.68	$96.03	$4.35	4.75%
3"	$183.36	$192.07	$8.71	4.75%
4"	$286.50	$300.11	$13.61	4.75%
6"	$573.00	$600.22	$27.22	4.75%
8"	$916.80	$960.35	$43.55	4.75%
10"	$1,317.90	$1,380.50	$62.60	4.75%
12"	$2,463.90	$2,580.94	$117.04	4.75%

WHOLESALE RATES

WHOLESALE WATER: 1.2% increase

Customer: City of Gulfport

FY14: $4,648/million gallons
FY15: $4,705/million gallons

WHOLESALE WASTEWATER:

Customers: City of Gulfport; City of South Pasadena; Bear Creek Sanitary Sewer District, Pinellas County; Ft. Desoto, Pinellas County; City of Treasure Island; and Tierra Verde Utilities, Inc.

1.1% increase

FY14: $2,833/million gallons
FY15: $2,865/million gallons

Customer: City of St. Pete Beach

0.5% increase

FY14: $2,080/million gallons, $46,892/month for capital projects
FY15: $2,058/million gallons, $49,651/month for capital projects

HISTORY OF RATE INCREASES

CONSUMPTION OF WATER AND SEWER AT 4,000 GALLONS PER MONTH

(FY 94 – 15)

Fiscal Years	Amount Prior to Increase	Bill After Increase	Amount Change	Percent Change
95-96	$21.34	$22.52	$1.18	5.5%
96-97	$22.52	$24.01	$1.49	6.6%
97-98	$24.01	$24.01	$0.00	0.0%
98-99	$24.01	$25.35	$1.34	5.6%
99-00	$25.35	$27.01	$1.66	6.5%
00-01	$27.01	$28.42	$1.41	5.2%
01-02	$28.42	$30.75	$2.33	8.2%
02-03	$30.75	$34.37	$3.62	11.8%
03-04	$34.37	$37.58	$3.21	9.3%
04-05	$37.58	$39.25	$1.67	4.4%
05-06	$39.25	$40.19	$0.94	2.4%
06-07	$40.19	$41.27	$1.08	2.7%
07-08	$41.27	$42.72	$1.45	3.5%
08-09	$42.72	$44.03	$1.31	3.1%
09-10	$44.03	$44.90	$0.87	2.0%
10-11	$44.90	$48.25	$3.35	7.5%
11-12	$48.25	$50.53	$2.28	4.7%
12-13	$50.53	$51.89	$1.36	2.7%
13-14	$51.89	$53.83	$1.94	3.74%
14-15	$53.83	$56.39	$2.56	4.75%
Total Increase/Average Percentage			$35.05	5.0%

ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-141 (a), 27-142 (a), 27-144 (c), 27-177 (a), 27-283 (a), AND SUBSECTIONS 27-284 (a) AND 27-284 (d) OF THE ST. PETERSBURG CITY CODE; AMENDING BASE CHARGES AND VOLUME CHARGES FOR WATER SERVICE; AMENDING WHOLESALE WATER SERVICE CHARGES FOR THE CITY OF GULFPORT; AMENDING BASE AND VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING RECLAIMED WATER RATES AND CHARGES; AMENDING BASE AND VOLUME CHARGES FOR WASTEWATER SERVICE; AMENDING WASTEWATER SERVICE CHARGES FOR WHOLESALE CUSTOMERS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-141 (a) of the St. Petersburg City Code is hereby amended as follows:

Sec. 27-141. Established; amount; service categories defined; surcharge.

(a) *Monthly use rate.* City water customers will be charged monthly base and volume charges as set forth in the following subsections:

(1) *Base charges.* The base charges, determined by meter size, are listed in the following table:

Meter Size (in inches)	**Base Charge**
⅝ or ¾	$ ~~10.13~~ 10.61
1	~~25.33~~ 26.53
1½	~~50.65~~ 53.06
2	~~81.04~~ 84.89

Meter Size (in inches)	Base Charge
3	~~162.08~~ 169.78
4	~~253.25~~ 265.28
6	~~506.50~~ 530.56
8	~~810.40~~ 848.89
10	~~1,164.95~~ 1,220.29
12	~~2,177.95~~ 2,281.40

(2) *Volume charges.* Volume charges, determined by gallons used, are listed in the following tables:

a. For single-family dwelling customers, $~~2.35~~ 2.44 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges
Single-Family Dwelling Customer
Rates Per 1,000 Gallons
by Gallonage Increments

First 5,600	$~~1.32~~ 1.40
Next 2,400	~~2.25~~ 2.38
Next 7,000	~~3.89~~ 4.10
Next 5,000	~~5.91~~ 6.21
Over 20,000	~~14.17~~ 14.86

b. For multifamily dwelling customers, $~~2.35~~ 2.44 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges
Multifamily Dwelling Customer
Rates Per 1,000 Gallons
Total Volume Divided by Number of Dwelling Units Served by Meter

First 5,600 per unit	~~$1.32~~ 1.40
Next 2,400 per unit	~~2.25~~ 2.38
Next 7,000 per unit	~~3.89~~ 4.10
Over 15,000 per unit	~~5.91~~ 6.21

c. For commercial customers, ~~$2.35~~ 2.44 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges
Commercial Customer
Rates Per 1,000 Gallons
Gallonage Based on Monthly Average per Commercial Customer

Up to average	~~$1.32~~ 1.40
Average to 1.4 times average	~~2.65~~ 2.80
1.4 to 1.8 times average	~~3.89~~ 4.10
Over 1.8 times average	5.01 5.27

A monthly average of a 12-month period will be calculated per commercial customer for each fiscal year beginning October 1. The 12-month period utilized will be October through September of the preceding fiscal year and will be updated annually. For new commercial customers without consumption history, the lowest block rate will be utilized until a 12-month period between October and September is completed.

A commercial customer who experiences changed business conditions which would necessitate a revised calculation of the monthly average, may request a water use evaluation by the City. The City may calculate a new average based on that evaluation. After receiving notice of the results of the evaluation, the customer may appeal these results to the Utility Billing Review Committee within 14 days by filing notice of appeal with the City Clerk.

SECTION 2. Subsection 27-142 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-142. - Wholesale water customers.

(a) Wholesale water service shall be provided to the City of Gulfport at a uniform volume rate of ~~$4,648.00~~ 4,705.00 per million gallons effective October 1, ~~2013~~ 2014. Additional charges and surcharges shall be added to the uniform volume rate in accordance with the City of Gulfport's water service agreement with the City of St. Petersburg.

SECTION 3. Subsection 27-144 (c) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-144. Irrigation only accounts.

(c) *Monthly irrigation only account charges.*

Customers with an irrigation only account shall not be charged fees for wastewater services for that account but shall pay a base charge based on the meter connection size~~,~~ and also shall pay the Tampa Bay Water volume charge and the ~~a~~ tiered volume rate based on water consumption as follows:

Irrigation Only Base and Volume Charges							
		Volume Rates (per 1,000 Gallons)			**Consumption Ranges (in Gallons)**		
Meter Size (inches)	**Base Fee$_1$**	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 1**	**Tier 2**	**Tier 3**
¾	~~$13.13~~ $13.61	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-15,000	15,001-20,000	>20,000
1	~~$28.33~~ $29.53	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-37,000	37,001-50,000	>50,000
1½	~~$53.65~~ $56.06	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-75,000	75,001-100,000	>100,000
2	~~$84.04~~ $87.89	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-120,000	120,001-160,000	>160,000
3	~~$165.08~~ $172.78	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-240,000	240,001-320,000	>320,000
4	~~$256.25~~ $268.28	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-375,000	375,001-500,000	>500,000
6	~~$509.50~~ $533.56	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-750,000	750,001-1,000,000	>1,000,000
8	~~$ 813.40~~ $851.89	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-1,200,000	1,200,001-1,600,000	>1,600,000
10	~~$1,167.95~~ $1,223.29	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-1,750,000	1,750,001-2,300,000	>2,300,000
12	~~$2,180.95~~ $2,284.40	~~$3.89~~ $4.07	~~$5.91~~ $6.19	~~$14.17~~ $14.84	0-3,225,000	3,225,001-4,300,000	>4,300,000
Tampa Bay Water:		~~$2.35~~ $2.44 per 1,000 Gallons					

SECTION 4. Subsection 27-177 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-177. - Rates

(a) A rate shall be charged to the customers of the reclaimed water system in accordance with the following schedule:

(1) For nonmetered service for tracts of one acre in size or smaller, the monthly charge shall be ~~$18.79~~ 19.68.

(2) For nonmetered service for larger tracts an additional monthly charge of ~~$10.77~~ 11.28 per each additional acre, or portion thereof in excess of one acre, shall be added to the fee of ~~$18.79~~ 19.68 per month.

(3) For customers on metered service, the charge shall be ~~$0.53~~ 0.56 per 1,000 gallons per month, but in no case shall the charge be less than ~~$18.79~~ 19.68 per month.

(4) A surcharge of 25 percent will be added for service outside the City.

(5) The customer shall be required to obtain a reclaimed water permit, the charge shall be $25.00 per permit issued. All reclaimed water permits shall be issued by the Reclaimed Water section of the Water Resources Department.

SECTION 5. Subsection 27-283 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-283. - Wastewater service charge.

(a) *Established, amount.* There is hereby established and imposed upon the owners and/or occupants of all premises which are connected to the sewer system a charge, to be designated "wastewater service charge," which charge shall be based upon the amount of water used on the premises except for that amount of water used for irrigation only accounts as established pursuant to Section 27-144, as shown by the following schedule:

(1) A base charge per month based upon meter size in accordance with the following table:

Meter Size (inches)	**Base Charge**
⅝ or ¾	$ ~~11.46~~ 12.00

Meter Size (inches)	Base Charge
1	~~28.65~~ 30.01
1½	~~57.30~~ 60.02
2	~~91.68~~ 96.03
3	~~183.36~~ 192.07
4	~~286.50~~ 300.11
6	~~573.00~~ 600.22
8	~~916.80~~ 960.35
10	~~1,317.90~~ 1,380.50
12	~~2,463.90~~ 2,580.94

(2) In addition to the base charge, there shall be a charge of $~~4.39~~ 4.60 for each 1,000 gallons of potable water registered on the water meter.

(3) Rates charged to customers outside the City in accordance with subsections (1) and (2) of this section shall have added to the rate a surcharge of 25 percent of the total wastewater charge.

(4) The base charge and any volume charge will apply on all active services; the base charge will apply to all service in standby status; only when a service has been removed will the base charge not be in effect.

SECTION 6. Subsections 27-284 (a) and 27-284 (d) of the St. Petersburg City Code are hereby amended to read as follows:

Sec. 27-284. - Wholesale wastewater customers.

(a) Wholesale wastewater service shall be provided to the City of Gulfport; the City of South Pasadena; Bear Creek Sanitary Sewer District, Pinellas County; Ft. Desoto, Pinellas County; the City of ~~Pinellas Park;~~ Treasure Island; and Tierra Verde Utilities, Inc. at a uniform volume rate of $~~2,833.00~~ 2,865.00 per million gallons for wholesale wastewater service effective October 1, ~~2013~~ 2014, based upon metered wastewater flows.

(d) Wholesale wastewater service shall be provided to the City of St. Pete Beach at an estimated rate including a uniform operation and maintenance volume rate of $~~2,080.00~~ 2,058.00 per million gallons and a monthly capital charge of $~~46,892.00~~ 49,651.00 for wholesale wastewater service effective October 1, ~~2013~~ 2014. At the end of each fiscal year, actual rates for the fiscal year will be determined in accordance with the terms of the agreement for wholesale wastewater service between the City of St. Petersburg and the City of St. Pete Beach.

SECTION 7. That the unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 8. That words in ~~struck-through~~ type are deletions from the existing St. Petersburg City Code and words that are <u>underlined</u> are additions.

SECTION 9. That the rates and charges established by this ordinance shall be utilized in calculating customers' bills beginning on November 1, 2014 for water consumed during the preceding month.

SECTION 10. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

City Attorney (designee)

* Ordinance anticipates changes to 27-284 scheduled for 08-28-14

ADMINISTRATION:

MEMORANDUM

TO: The Honorable Chair and City Council Members

FROM: Mark A. Winn, Chief Assistant City Attorney

DATE: August 25, 2014

RE: Ordinance Creating New City Code Section 4-8

On August 28 you will be conducting a public hearing concerning the regulation of certain types of domestic/household pets. At first reading of that ordinance you had asked that I draft an ordinance to address the presence of a cumulative number of such animals at homes. I was not able to finalize that in time for you to take action on it at, or prior to, this public hearing, but I wanted to provide it to you so that you are aware that it is coming forward.

Attached is a proposed ordinance for first reading that creates a new City Code Section 4-8. The ordinance limits the total number of household pets allowed at a single family residence or multi-family residence. It does not specifically address farm animals because they are required to have a minimum amount of acreage for each animal.

If you approve of this change, you could conduct first reading on September 4 and schedule the public hearing for September 18. Alternatively, you could conduct first reading on the 18th and public hearing on October 2. Absent objection at agenda review, I will ask the Clerk to add it to the September 4 agenda for first reading. If you have any questions, please feel free to contact me.

Mark A. Winn

CC: City Clerk

Attachment

00201941

AN ORDINANCE THE CITY OF ST. PETERSBURG CREATING SECTION 4-8; PROVIDING FOR THE REGULATION OF CERTAIN HOUSEHOLD PETS; LIMITING THE TOTAL NUMBER OF HOUSEHOLD PETS ALLOWED AT A RESIDENCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The St. Petersburg City Code is hereby amended by adding a new section 4-8 to read as follows:

Section 4-8. Allowable number of certain types of household pets.

(a) It shall be unlawful for any person to allow the number of household pets or animals at a residence or multi-family residence to exceed the number set forth in this subsection.
  (1) Not more than the combination of five (5) adult dogs, or their equivalent, on site at a residence for longer than 24 hours.
  (2) Not more than the combination of three (3) adult dogs, or their equivalent, on site at a multi-family residence for longer than 24 hours.

(b) For the purposes of this section:

  (1) An adult dog shall be the base measurement unit for the number of pets or animals allowed. One dog shall be the equivalent of one miniature sheep or goat. One dog shall be the equivalent of two cats or fowl, or portion thereof (e.g. three cats is the equivalent of one and a half dogs and this would be considered to be two dogs). A Vietnamese pig shall be the equivalent of two dogs.
  (2) The term 'residence' shall be a residentially used property that is a single-family unit, duplex, and shall not include garage apartments, triplexes, quadraplexes, apartment complexes, condominiums or cooperative association buildings.
  (3) The term 'multi-family residence' shall be a residentially used apartment complex, condominium or cooperative association building, garage apartment, triplex, or quadraplex.
  (4) "Adult" means having attained the age of six calendar months or greater, or having achieved the size of the average adult of that type animal.

(c) The provisions of this section do not limit the number of any other household pets or animals that may be kept at a residence or multi-family residence for longer than 24 hours.

SECTION 2. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional it shall not affect the constitutionality of any

other portion of this ordinance.

SECTION 3. 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 content:

City Attorney (designee)

ST. PETERSBURG CITY COUNCIL
Meeting of September 18, 2014

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

SUBJECT: Owner-initiated Historic Landmark Designation of the Cade Allen Residence, located at 3601 Foster Hill Drive North (HPC Case No. 14-90300001).

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

REQUEST: The request is to approve an ordinance designating the Cade Allen Residence, located at 3601 Foster Hill Drive North, as a local historic landmark (City File HPC 14-90300001).

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On August 12, 2014, the Community Planning and Preservation Commission held a public hearing on this matter and recommended approval of the landmark designation to City Council by a vote of 7 to 0.

Recommended City Council Action: 1) CONDUCT the second reading and Quasi-Judicial Public Hearing; AND 2) APPROVE the attached ordinance.

Attachments: Ordinance (Including Map), Staff Report to the CPPC, Designation Application

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE CADE ALLEN RESIDENCE (LOCATED AT 3601 FOSTER HILL DRIVE 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.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Cade Allen Residence, which was constructed in 1924-25, meets four of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following criteria:

(3) It is identified with a person who significantly contributed to the development of the City, state, or nation.
(4) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation.
(5) Its value as a building is recognized for its quality of architecture, and it retains sufficient elements showing its architectural significance.
(6) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The Cade Allen Residence, located upon the following described property, is hereby designated as a local landmark and shall be added to the local register listing of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Lot 1, Block B, Allendale Terrace, according to the map or plat thereof as recorded in Plat Book 4, Page 66, of the Public Records of Pinellas County, Florida.

SECTION 3. This ordinance is effective immediately upon adoption.

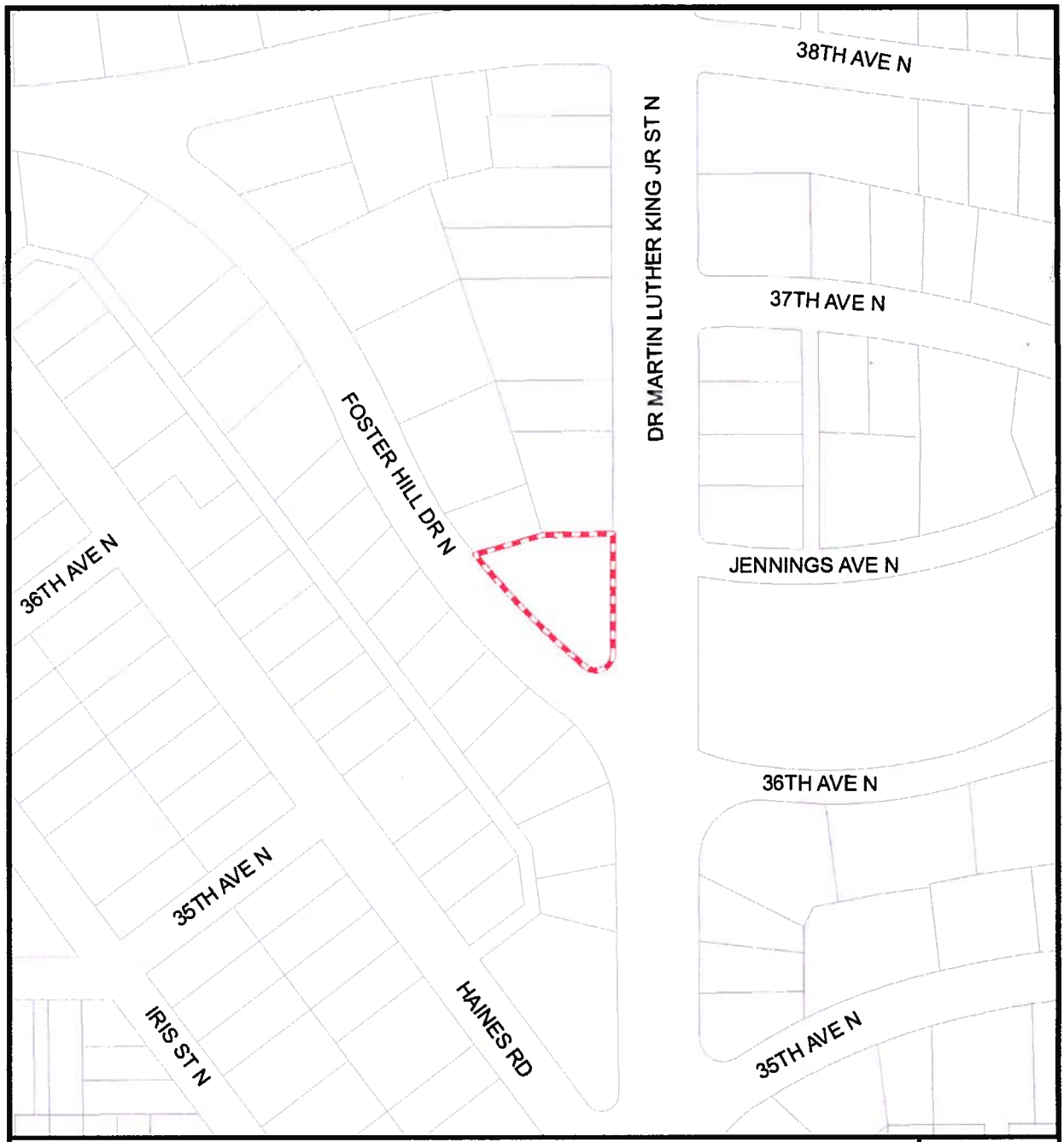
Approved as to Form and Substance:

8/21/14

City Attorney (or Designee) — Date

8-20-14

Planning and Economic Development Department — Date



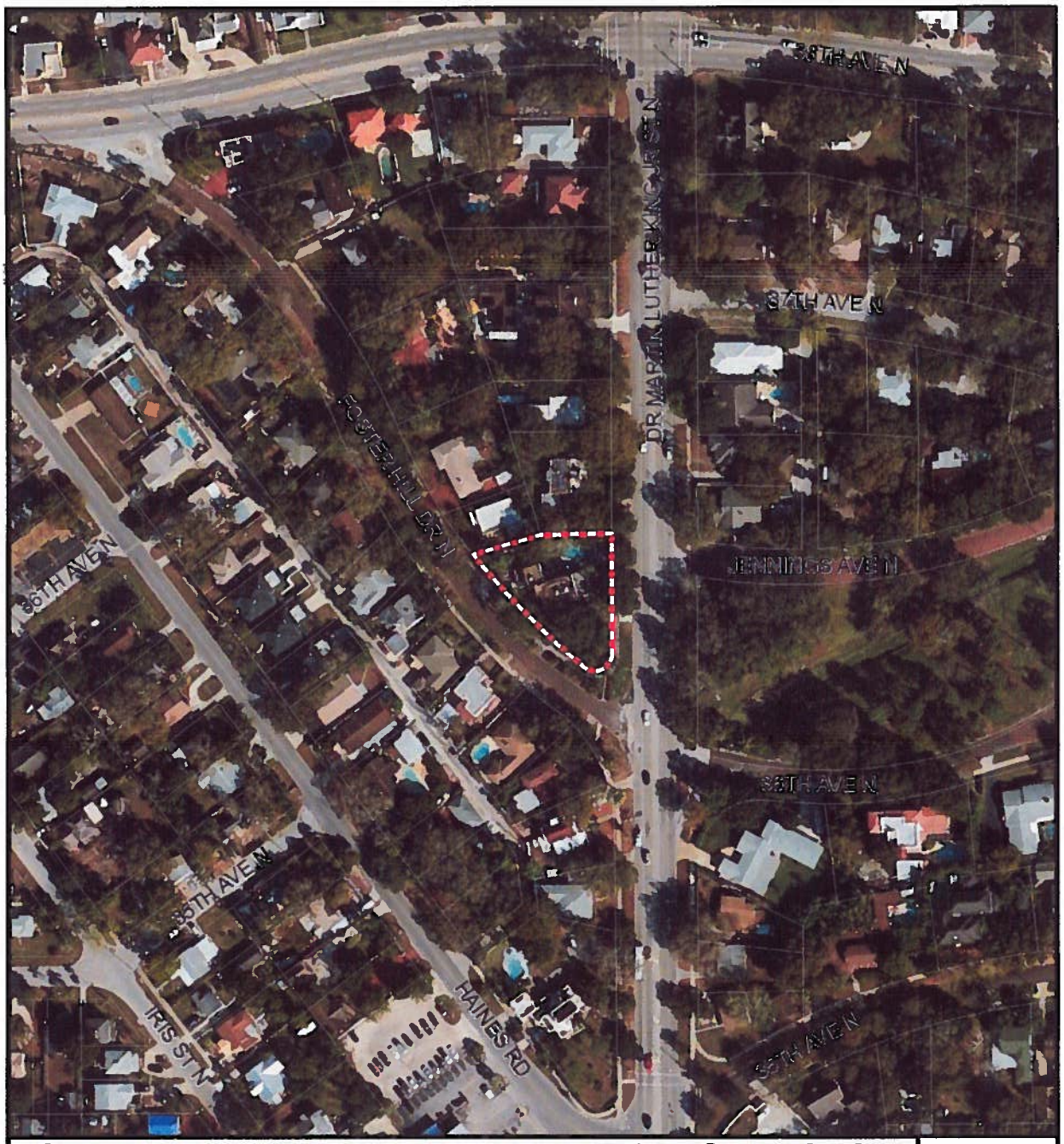
Community Planning and Preservation Commission

3601 Foster Hill Drive North

AREA TO BE APPROVED, SHOWN IN	CASE NUMBER 14-90300001

N

SCALE: Not to Scale



Community Planning and Preservation Commission

3601 Foster Hill Drive North

AREA TO BE APPROVED, SHOWN IN	**CASE NUMBER** 14-90300001	N SCALE: Not to Scale

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CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
August 12, 2014

QUASI-JUDICIAL PUBLIC HEARING

B. HPC 14-90300001 **Contact Person: Kim Hinder 892-5451**

Request: Local designation of the Cade Allen residence located at 3601 Foster Hill Drive North.

Staff Presentation

Kim Hinder gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Chris Wescott, owner, declined to speak but was present to answer any questions.

Public Hearing

No speakers present.

Executive Session

Commission Chair Carter and Commissioners Wolf and Michaels stated their support of the proposal.

MOTION: ***Commissioner Wolf moved and Commissioner Michaels seconded a motion approving the local designation of the Cade Allen residence in accordance with the staff report.***

VOTE: ***YES – Michaels, Montanari, Reese, Wannemacher, Wolf, Carter, Rogo***
NO - None

Motion was approved by a vote of 7 to 0.

DRAFT

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CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
LOCAL DESIGNATION REQUEST

For **Public Hearing** and **Recommendation to City Council** on **August 12, 2014** beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and 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.

CASE NO.:	**HPC 14-90300001**
STREET ADDRESS:	3601 Foster Hill Drive North
LANDMARK:	Cade Allen Residence
OWNER:	Christopher Wescott
APPLICANT:	Christopher Wescott and City of St. Petersburg
REQUEST:	Local Designation of the Cade Allen Residence

Cade Allen Residence at 3601 Foster Hill Drive North

STAFF FINDINGS

Staff finds that the Cade Allen Residence, located at 3601 Foster Hill Drive North, is eligible to be designated as a local landmark.

The Cade Allen Residence is significant at the local level in the areas of Community Planning and Development and Architecture and meets the following criteria for designation of a property found in Section 16.30.070.2.5(D) of the City of St. Petersburg Code:

3. It is identified with a person who significantly contributed to the development of the City, state, or nation.
4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation.
5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

Constructed in 1924-25, this Mission style residence was designed and constructed by Cade Allen in the Allendale Terrace development which was platted by engineer George F. Young in 1922. The residence was one of the first constructed in the Allendale neighborhood and served as a basis for future development at the onset of a period of growth in St. Petersburg. Allen wanted a residence with architectural style and detail to add to the beauty at this prominent entrance to the development. Built and occupied by Cade Allen as his family residence, the house has a direct association with him. In his development of Allendale with distinctive stone-clad homes, Allen shaped the visual landscape of north St. Petersburg from the 1920s through the 1950s. The Cade Allen Residence is a fine example of Mission style architecture and remains an excellent example of Cade Allen's work. The residence is significant due to its association with developer Cade Allen and engineer George F. Young, as well as for its distinctive design, method of construction, and use of materials.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The owner, Christopher Wescott, initiated and supports this City prepared designation of his residence. The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, the local ad valorem tax exemption and Federal Tax Credit for rehabilitation, some relief from the requirements of the Florida Building Code and FEMA regulations, and grants available to local governments and nonprofit entities to preserve and interpret historic sites.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed local landmark designation is consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The proposed local landmark designation, will not affect the FLUM or zoning designations nor will it significantly contrain any existing or future plans for the development of the City.

The proposed local landmark designation is consistent with the following:

OBJECTIVE LU10: The historic resources locally designated by the St. Petersburg City Council and Community Preservation Commission shall be incorporated onto the Land Use Map or map series at the time of original adoption or through the amendment process and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1 Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

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

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

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

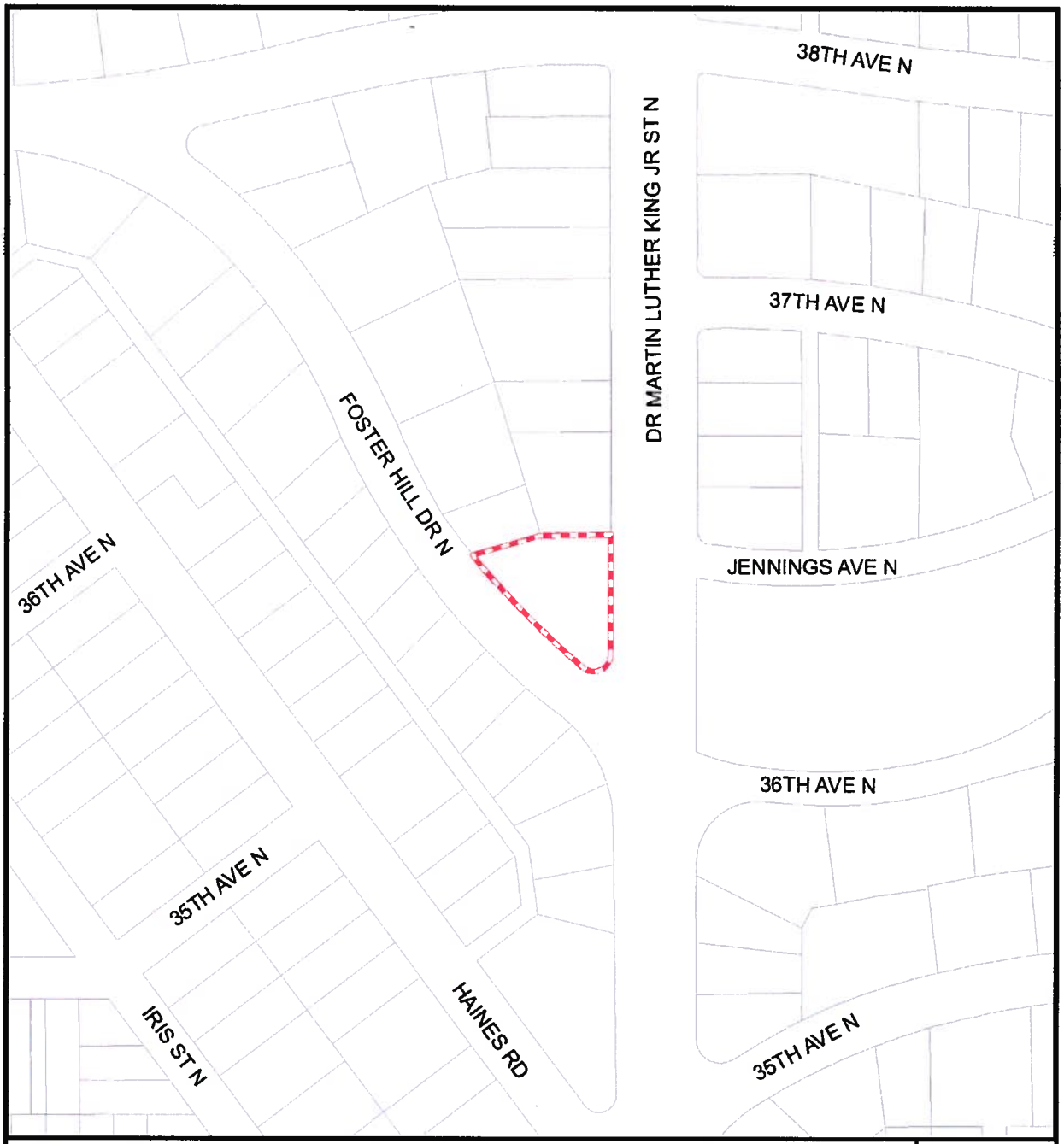
RELATIONSHIP BETWEEN THE PROPOSED DESIGNATION AND EXISTING AND FUTURE PLANS FOR THE DEVELOPMENT OF THE CITY

The subject property is designated Planned Redevelopment - Residential on the City's Future Land Use Map (FLUM) and NT-2 (Neighborhood Traditional Single Family - 2) on the City's Official Zoning Map. The NT-2 zoning district generally encompasses single-family neighborhoods developed prior to the 1930s and exhibits a higher degree of architectural legacy. Residential density is typically limited to one (1) primary residence and one (1) accessory dwelling unit. The subject property is not located within a designated community redevelopment area; therefore, the City has no specific plans for redevelopment.

RECOMMENDATION

Staff recommends **APPROVAL** of the request to designate the Cade Allen Residence, located at 3601 Foster Hill Drive North, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.

ATTACHMENTS: DESIGNATION APPLICATION



Community Planning and Preservation Commission

3601 Foster Hill Drive North

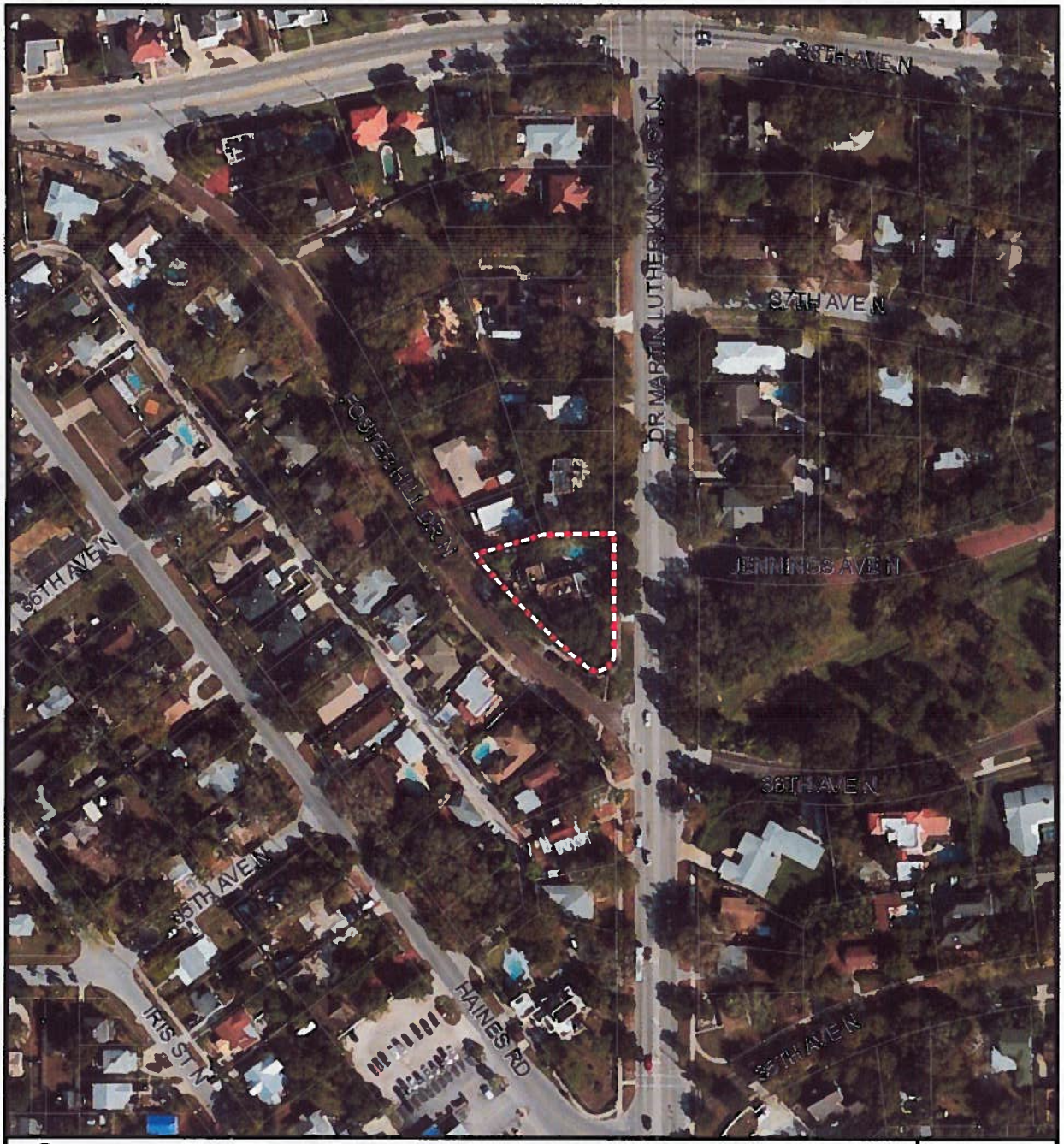
AREA TO BE APPROVED, SHOWN IN

CASE NUMBER

14-90300001

N

SCALE:
Not to Scale



Community Planning and Preservation Commission

3601 Foster Hill Drive North

AREA TO BE APPROVED, SHOWN IN	CASE NUMBER 14-90300001	N SCALE: Not to Scale

City of St. Petersburg
Division of Urban Planning, Design,
and Historic Preservation

Local Landmark Designation Application

Type of property nominated (for staff use only)
☒ building ☐ structure ☐ site ☐ object
☐ historic district ☐ multiple resource

1. NAME AND LOCATION OF PROPERTY

historic name: Cade Allen Residence

other names/site number: Graystone Mansion

address: 3601 Foster Hill Drive North

historic address: 3600 Euclid Boulevard North, 3600 9th Street North, 3600 Dr. ML King Jr St. N

2. PROPERTY OWNER(S) NAME AND ADDRESS

name: Christopher Wescott

street and number: 3601 Foster Hill Drive North

city or town: St. Petersburg state: FL zip code: 33704

phone number (h): (w): e-mail:

3. NOMINATION PREPARED BY

name/title: Kimberly Hinder/Planner III

organization: City of St. Petersburg

street and number: P.O. Box 2842

city or town: St. Petersburg state: FL zip code: 33731-2842

phone number (h): (w): 8925451 e-mail: kimberly.hinder@stpete.org

date prepared: 7/31/2014 signature: Kimberly D. Hinder

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

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

SEE CONTINUATION SHEET.

5. GEOGRAPHICAL DATA

acreage of property: less than 1 acre

property identification number: 73117005220080010

Cade Allen Residence

Name of Property

6. FUNCTION OR USE

Historic Functions	Current Functions
DOMESTIC/single dwelling	DOMESTIC/single dwelling

7. DESCRIPTION

Architectural Classification (See Appendix A for list)	Materials
Mission	granite
	stucco

Narrative Description

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

8. NUMBER OF RESOURCES WITHIN PROPERTY

Contributing	Noncontributing	Resource Type	Contributing resources previously listed on the National Register or Local Register
1		Buildings	N/A
		Sites	
1	1	Structures	
		Objects	Number of multiple property listings
2	1	Total	N/A

Cade Allen Residence

Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

- ☐ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- ☐ Its location is the site of a significant local, state, or national event.
- ☒ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- ☒ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- ☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- ☒ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- ☐ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- ☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- ☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Community Planning and Development

Architecture

Period of Significance

1924 - 1964

Significant Dates (date constructed & altered)

1924-25

Significant Person(s)

Allen, Cade B.

Young, George F.

Cultural Affiliation/Historic Period

Builder

Allen, Cade B.

Architect

N/A

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.

BOUNDARY DESCRIPTION AND JUSTIFICATION

Boundary Description

Parcel 07/31/17/00522/008/0010, described as Lot 1, Block B, Allendale Terrace, according to plat thereof as recorded in Plat Book 4 Page 66, Public Records of Pinellas County, Florida.

Boundary Justification

The boundary consists of all of the resources historically associated with the Cade Allen Residence.

PHYSICAL DESCRIPTION

Summary

Located at 3601 Foster Hill Drive North, the Mission style Cade Allen Residence was constructed in 1924-25 by designer and contractor Cade Allen. The building served as his family residence until 1928. The current owner purchased the building in 2013 and has undertaken rehabilitation of the property. Constructed as a Mission style building, notable elements include the shaped parapet, granite and stucco exterior finishes, and entrance portico with large square porch supports framing arched openings.

Setting

Located within Allendale Terrace at the corner of Dr. M.L. King, Jr. Street North and Foster Hill Drive North, the Cade Allen Residence was situated in a largely residential area at the time it was constructed. Since that time, Dr. M.L. King, Jr. Street North, which was originally known as Euclid Boulevard and later as 9th Street North, has become a major north-south thoroughfare in the city. Although commercial development now lines Dr. M.L. King, Jr. Street North to the south of the residence, the neighborhood around the Cade Allen Residence remains predominantly populated with single-family homes.

Physical Description

The Mission style residence located at 3601 Foster Hill Drive was constructed in 1924-25. The masonry, two-story building is five bays wide by three bays long with an irregularly-shaped footprint. It is located on a triangular-shaped parcel on the northwest corner of Dr. M.L. King Jr. Street North and Foster Hill Drive North with the primary entrance facing east. A one-story, two-car attached garage is

situated at the northwest corner of the building with access provided from Foster Hill Drive North.

The building rests on a continuous masonry foundation with square vents. Built of hollow clay tile, the residence is surfaced with Carolina gray granite on the first floor with stucco above. The stonework is laid in a random pattern with beaded mortar joints and randomly placed granite rocks which protrude from the wall surface three to four inches. Granite corner quoins also project three to four inches at the corners, which originally provided a ladder for the Allen children to climb to the roof and second floor balcony (Allen, *Homes*, 43). The building has a flat roof set behind the character defining shaped parapet. Historic photographs show the existence of a dome, which provided a touch of Moorish Revival to the style. It is unknown when this element was removed. An interior chimney pierces the built-up roof.

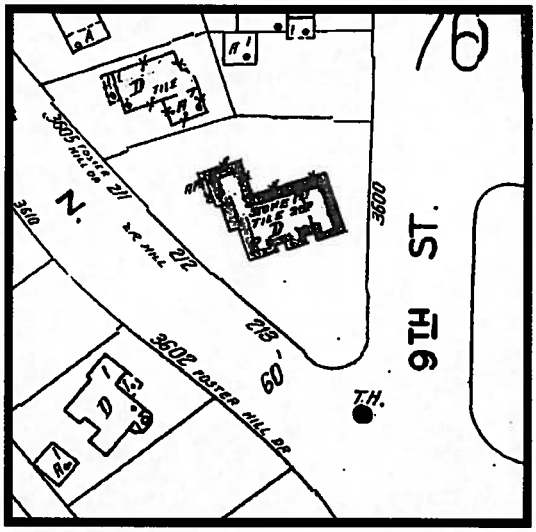
3600 Euclid Boulevard North (now 3601 Foster Hill Drive North). Courtesy of Burton Allen.

A two-story entry portico frames the primary entrance on the south elevation. The first floor features massive granite clad piers and wing walls framing arched porch openings and a Cuban tile floor. The main entrance has a 15-light French door framed by five-light sidelights set below a granite flat arch. The second story of the entrance portico frames the entrance to a balcony. The second story is stepped back slightly from the first floor at this location to create the balcony. The entrance portico features a shaped parapet with coping, stucco finish, square piers framing arched openings, and a French door.

A secondary entrance stoop on the east elevation is covered by a shed roof with exposed rafters, accessed by paired French doors, and enclosed with a knee-high granite wall. Above this entrance, paired French doors on the second floor also provide access to the balcony; this opening was originally a window. On the rear elevation, a one-story, three-bay porch extends across the façade with a poured concrete foundation, a balcony above, and three sets of French doors providing access to the interior. Although surfaced with stucco and stone making it compatible, the size of this porch combined with the metal spiral staircase

within and the metal railing on the balcony identify it as an addition. A granite staircase at the northwest corner of the building provides access to the original servant's quarters on the second floor. It is accessed by a French door. The staircase creates an arch through which to enter the back yard. On the west elevation, a French door on the second floor provides access to a balcony above the one-story garage.

The majority of windows were originally wood 6/6, double-hung sash windows which were replaced ca. 1997 and again in 2014 (St. Petersburg Times, 8 August 1998; Kitchen 1996). Current windows are a combination of style and period appropriate 6/1 and 4/1 single-hung sash. Two original picture windows with a large fixed 11-light wood window flanked by 4/4 double-hung sash windows remain on the front elevation flanking the main entrance. The former sun porch at the southeast corner of the building has one-light fixed windows in arched openings. Granite lintels and sills accent the windows on the first floor, while masonry sills border the bottoms of the windows on the second floor. Other notable elements include canales and paired decorative arches in the shaped parapet. Contributing elements include the hexagon block sidewalk which borders the property on the east and west and a decorative entrance gate at the sidewalk entrance on the west elevation.



Sanborn Fire Insurance Map, 1951.

Alterations include the addition of the one-story garage. Although the property card does not indicate a date for this addition, original photographs from the Allen family show that the garage was originally incorporated into the first floor of the two-story structure at the northwest corner of the building. In 1929, the garage was described as a "double drive-through garage," which has since been enclosed ("Tomorrow at 2 P.M.," 11 February 1929). Other alterations include the removal of the dome, ca. 2000 addition of the three-bay wide rear porch, the ca. 2000 installation of a swimming pool, and the construction of a masonry wall around the rear of the property.

Integrity

The Cade Allen Residence has endured few alterations. The alterations are compatible with the historic design. Original architectural details such as the granite and stucco exterior finishes, shaped parapet, and porch design remain intact. The Cade Allen Residence retains integrity of location, setting, design, materials, workmanship, and feeling.

STATEMENT OF SIGNIFICANCE

Summary

The Cade Allen Residence is significant at the local level in the areas of Community Planning and Development and Architecture. Significant for its association with Cade Allen, this was one of the earliest buildings in the Allendale neighborhood and is an excellent example of his work. The residence is also a fine example of Mission style architecture constructed in an upper class residential neighborhood built during the Florida land boom.

Historical Context

St. Petersburg originated with the purchase of land by John C. Williams in 1876 and the arrival of the Orange Belt Railroad in 1888. Orange Belt owner, Peter Demens, built the narrow gauge railroad to connect to land situated on the eastern edge of the Pinellas peninsula owned by John C. Williams. The first train arrived in June 1888 to a settlement with little more than a store and a few residences. Demens and Williams collaborated in their plans to build a new community around the terminus of the railroad, complete with a park, depot, and hotel. In exchange for naming the city after Demens' birthplace, St. Petersburg, Russia, the hotel was named after Williams' hometown, Detroit, Michigan. Prepared by Engineer A.L. Hunt and Draftsman G.A. Miller in August 1888, the Map of the Town of St. Petersburg was officially filed in April 1889 and revised in October 1889 (Arsenault 1996, 64, 81-82; Grismer 1948, 68, 74, 271-72; Pinellas County Clerk of Circuit Court, Plat Book H1, Pages 27 and 49).

Utilizing Dr. Van Bibber's endorsement of the Pinellas peninsula as the perfect location for a "Health City" at the 1885 annual convention of the American Medical Association, efforts to promote settlement gained momentum. The Orange Belt Railway offered seaside excursions to St. Petersburg in 1889. These excursions were one of the first concentrated efforts by the community and the development company to attract tourists (Arsenault 1996, 62; Grismer 1948, 70, 97, 111).

St. Petersburg water front, postcard, ca. 1900.

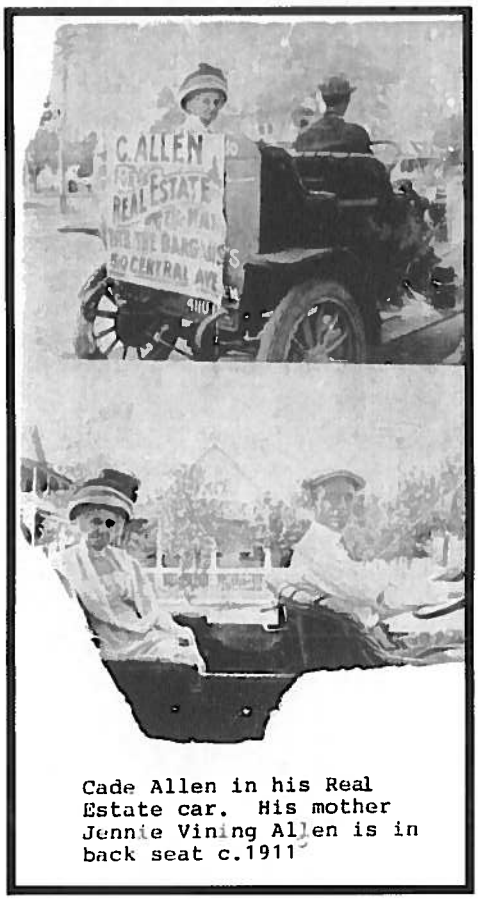
Residents and developers seized the opportunity for publicity. Frank Davis, a prominent publisher from

Philadelphia who arrived in Florida to alleviate his own health problems, utilized Van Bibber's endorsement to heavily promote the benefits of St. Petersburg. Davis, along with other new residents including *St. Petersburg Times* editor William Straub and *St. Petersburg Evening Independent* editor Lew Brown, tirelessly promoted the community during the late 1800s and early 1900s (Arsenault 1996, 82-85). By 1890, the population grew from less than 50 prior to the arrival of the railroad to 273 residents with two hotels, two ice plants, two churches, a school, a pier, and a sawmill to serve the community. Following the incorporation of the city in 1892, utility services, including telephone, electric service, and public water, were introduced in the community. A severe freeze which destroyed the citrus groves throughout north and central Florida during the winter of 1894-95 prompted many farmers to relocate to coastal areas, such as St. Petersburg, which did not experience a freeze as severe. Although the economy remained largely dependent on commercial fishing, tourism from winter visitors quickly grew in importance. During the early 1900s, the creation of St. Petersburg's waterfront park system, the incorporation of a trolley system, and the construction of the Electric Pier drew additional tourists and new residents to the area (Arsenault 1996, 52-64; 81-82; 87-89).

Largely through the efforts of city boosters to attract businesses and residents, developers such as C. Perry Snell, H. Walter Fuller, Noel Mitchell, Charles Hall, and Charles Roser, triggered the city's first real estate land boom from 1909 to the start of World War I (Arsenault 1996, 136). Promotional efforts by the Atlantic Coast Line railroad (created in 1902 from the former Orange Belt Railroad and Henry Plant's South Florida Railroad) brought organized tourist trains from New York in 1909 and from the Midwest in 1913. Many of these tourists continued to winter in the city with some even relocating to St. Petersburg (Arsenault 1996, 135-37, 144-45).

Cade Allen came to St. Petersburg during the city's first boom in 1911, later citing the promotional literature touting Dr. Van Bibber's paper and the health benefits of the Pinellas peninsula as the enticement for relocation. A native of Lownanville, New York, Allen's father passed away just after he completed the eighth grade, prompting him to go to work to help support the family. He became a brick mason, transitioning into building construction, and eventually real estate. He acquired land with high quality clay for brick manufacturing, selling the land to his brother-in-law, who developed the Binghamton Brick Yard in Binghamton, New York. With the proceeds, Allen and his mother, Jennie Vining Allen, came to St. Petersburg in 1911. Allen quickly established a real estate business utilizing penny postcards to advertise the business. Cade Allen, "The Man with the Bargains," opened an office at 510 Central Avenue, where the Plaza Theater would soon be built. He was one of many new agents in the growing city. In 1912, real estate agents met at the Ridgely Real Estate Company office to form the St. Petersburg Board of Realtors. By 1914, approximately 83 real estate companies operated in the city, capitalizing on the doubling of the local

population during the winter season. These winter residents even formed tourist societies organized by state or region of origin which acted as booster clubs in their native states (Allen, *A Life Remembered*, 1-12; "Real Estate Men to Organize" 1912; Arsenault 1996, 143-46).



Cade Allen in his Real Estate car. His mother Jennie Vining Allen is in back seat c.1911

Postcard. Courtesy of Burton Allen.

In 1912, Allen married his longtime Binghamton sweetheart, Eva Bennett, and brought her, along with his sister and brother-in-law, Floyd Riggs, to St. Petersburg. Allen continued his real estate business with his brother-in-law, opening an office at 73 7th Avenue North. In 1913, Allen built his first house in St. Petersburg for his family at present-day 145 7th Avenue Northeast, where he lived until 1916. In that year, he started purchasing land in Snell & Hamlett's Crescent Lake Subdivision. One of the lots included the house at 1492 4th Street North, which he remodeled and moved into with his family (Allen, *A Life Remembered*, 12-30).

The Crescent Lake Subdivision was one of the developments spearheaded by C. Perry Snell. Snell, who had arrived in St. Petersburg in 1904, proceeded to develop St. Petersburg's earliest subdivisions including Bay Shore, North Shore, Lake Side, and Crescent Lake in conjunction with various partners. J.C. Hamlett, with whom he formed Snell and Hamlett Real Estate Company, purchased Crescent Lake, the land immediately surrounding it, and the area to the east of the lake in 1910. The land was transferred into the holdings of the company and subdivided into the Crescent Lake Addition. The new subdivision, filed in 1911, extended from 12th Avenue to 22nd Avenue North and from 4th Street to 7th Street North and included the area which would become Crescent Lake Park (Wells 2006, 40-41, 47, 58-60; Arsenault 1996, 137).

In spite of a number of successful projects, the increasingly risky ventures and business interests in other cities led Hamlett to dissolve the partnership in 1916 and transfer his interests to Snell over the following three years. Cade Allen assembled a section of this land roughly located between 13th and 17th Avenues and 4th and 5th Streets North. While still operating his real estate office, the decline in the market due to the onset of World War I led Allen to open a truck

farm and dairy on his newly acquired land east of Crescent Lake (Wells 2006, 40-41, 47, 58-60; Allen, *A Life Remembered*, 30).

The City's administration started to formally encourage tourism with promotional campaigns following the election of Al Lang as mayor in 1916. Lang was elected after he arranged to bring the Philadelphia Phillies to the city for spring training. Under his leadership, the City publicly encouraged tourism and made efforts to improve the physical appearance of the city mandating that all of the benches in the city be painted green (Arsenault 1996, 143-46). Although the land boom collapsed during World War I, the development created a pattern for the future growth of the city. During the 1910s, the city's population grew from 4,127 in 1910 to 14,237 in 1920 (Arsenault 1996, 124, 190).

Although World War I limited tourism, St. Petersburg quickly rebounded following the war with the winter season of 1918-1919 more profitable than before the war. Thanks in part to the efforts of John Lodwick, publicity agent for the Chamber of Commerce and the City of St. Petersburg, the hotels and boarding houses were filled to capacity during the season (Arsenault 1996, 186-189).

The construction of a national, state, and local road system opened St. Petersburg to an increasing number of middle-class vacationers as well as a new type of vacationer known as "tin-can tourists." This type of vacationer typically came by car and generally favored campgrounds to hotels. The city's shortage of hotel rooms led to the 1920 creation of Tent City, a municipal campground for the "tin-can tourists." This new type of tourist threatened the city's established hotel industry and was not the class of visitor the leaders of the city were interested in attracting (Arsenault 1996, 186-189). With only five hotels providing fewer than 500 hotel rooms at the start of the boom, city leaders were encouraged by the construction of mid-sized hotels, such as the Alexander Hotel, the Mari-Jean, and the Hotel Cordova, and several large hotels, including the Princess Martha, Pennsylvania Hotel, and Vinoy Park Hotel, during the boom (Arsenault 1996, 201).

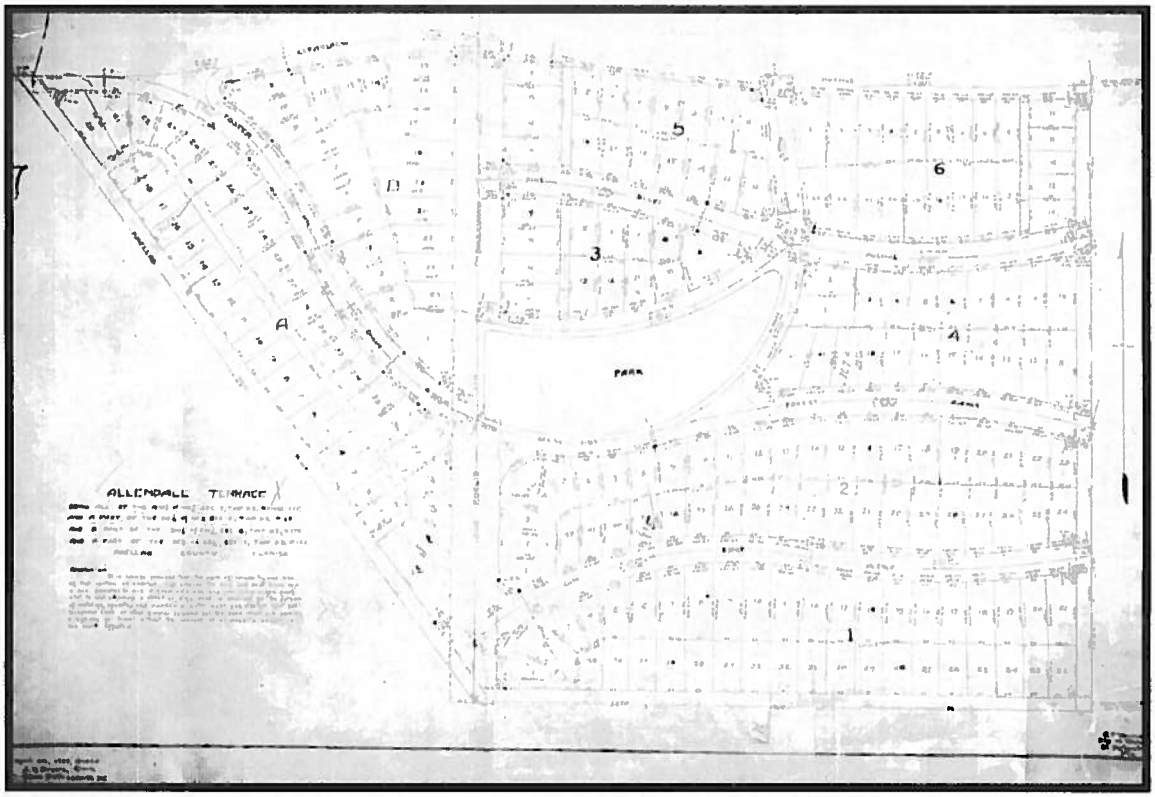
The lack of hotel space and the booming economy during the late 1910s and early 1920s prompted the conversion of a number of private residences immediately north of downtown into boarding houses, apartment buildings, or small hotels. Many owners in this once residential neighborhood north of downtown recognized the inevitable growth of the central business district and built new houses farther north of downtown in the newly opened residential sections now known as the Old Northeast, Round Lake, Uptown, Euclid/St. Paul, and Crescent Lake neighborhoods (Sanborn 1923; Arsenault 1996, 199-200).

In 1919, Snell, who was a strong supporter of a public park system, convinced the City to purchase Crescent Lake and the surrounding 26 acres for a public park. Although the $30,000 would be paid in installments through 1928, the City

started improvements to the park immediately including clearing brush around the lake, improving drainage, creating a municipal nursery, and installing a baseball field in 1925. Initially known as the Crescent Lake Baseball Park, the field was renamed the Huggins-Stengel Field and served as the training facility for the New York Yankees from 1925 through 1961. The new homes in the subdivision and park amenities drew residents to the Crescent Lake area during the boom. The opening of the Gandy Bridge to Tampa in 1924 further encouraged widespread development and construction extending north of downtown to the bridge (Wells 2006, 40-41, 58-60; Sanborn 1923; Arsenault 1996, 199-200).

With the creation of Crescent Lake Park and the onset of the Florida Land Boom, Cade Allen decided to sell his cattle and return to the construction and real estate development field. In 1920, Allen opened a real estate office with Harold Smith at 430 Central Avenue. In 1922, the men purchased The Foster Grove, 135 acres formerly owned by William L. and Amanda Foster located along Euclid Boulevard North (renamed 9th Street N. in 1928 and now Dr. M.L. King Jr. Street N). Euclid Boulevard, labeled as such on Sanborn Fire Insurance Maps as early as 1918, was the northern extension of 9th Street situated north of 9th Avenue. The original development of the town had focused on the intersection of Central Avenue and 9th Street, making the street a major north-south corridor when new development spread north of the city in the late 1910s and 1920s. By the early 1920s, the streetcar line extended along 9th Street/Euclid Boulevard North to 34th Avenue, the southernmost boundary of the Allendale development, before turning east toward the North Shore development. Cade Allen moved his family into the former Foster residence just west of Euclid Boulevard and remodeled it (which now has an address of 3650 Foster Hill Drive) (Allen, *A Life Remembered*, 30, 38-39; Sanborn Map Company, 1918).

Allen and Smith retained engineer George F. Young to survey the land and, in 1923, filed the plat for Allendale Terrace. Extending from present-day 34th to 38th Avenues North and 7th Street to Haines Road, the subdivision incorporated a five-acre public park and soon featured brick streets, granite curbs, and hexagon block sidewalks. Soon after, Allen bought Smith's interest in the subdivision, and moved his real estate office to 3649 Haines Road. In 1924, a new plat, Blocks 7-13 of Allendale Terrace Subdivision, was filed for the area north of the original plat extending from 7th Street to Euclid Blvd. and from 38th to 42nd Avenues North. Two years later, in 1926, the final plat, designated as the Northwest Quarter of Allendale Terrace, was filed covering the area from Euclid Boulevard to Haines Road and from 38th to 42nd Avenues North. Like the first plat, the two later plats were drawn by the office of George F. Young, Civil and Landscape Engineers. Deed restrictions limited development to one residence, to cost no less than $10,000, and be constructed in the "Spanish, Grecian, Moorish, Mission, Italian, Colonial or English types of architecture." Houses had to be built of masonry with at least one room on the second floor or a high ceiling to give the



Allendale Terrace plat. PCCCC, Plat Book 4, Page 66.

appearance of a second story. As owner of the subdivision, he made all new construction subject to his review and approval of building plans. Apartment buildings and stores were prohibited (Allen, *A Life Remembered*, 38; PCCCC, 1923, Plat Book 4, Page 66; PCCCC, 1924, Plat Book 7, Page 18 and 1926; PCCCC, Plat Book 18, Pages 1-2; Allen, *Homes*, 14).

The first new home built in the neighborhood was located at 3410 Euclid Boulevard North. Constructed of coquina rock quarried on Florida's east coast, the house was an unusual Mediterranean Revival style built of stone, tile, and stucco, a mixture which would characterize most of Allen's future construction. Across Euclid Boulevard, Allen completed a new house for his family which was located at 3405 Euclid Boulevard North, but the family lived in it for only about a year (Allen, *A Life Remembered*, 38-41).

3600 Euclid Boulevard North (now 3601 Foster Hill Drive North), 1926. Courtesy of Burton Allen.

In 1924, Allen initiated construction on another new house for his family located at 3600 Euclid Boulevard North, which is the subject property (now with the address of 3601 Foster Hill Drive). It was the third of six Allendale homes that the Allen family eventually occupied. When constructed, it had six or seven rooms on the first floor and four bedrooms and three baths on the second floor with an attached garage. Living quarters above the garage housed Mr. and Mrs. Warren Hodges and their son, who worked for the Allens. Warren Hodges wrote his name with the date of February 14, 1925 in the concrete driveway, possibly the date that the house was substantially completed. During this period, Cade and Eva Allen, along with five other residents, met in the Allen home and established the Allendale Methodist Episcopal Church. The eighth, and final, child of Cade and Eva Allen was born in the house in November 1926. According to the Allen family, the projecting granite stones at the corners of the house made for an afternoon of fun "mountain climbing" to the second floor porch and roof. This ever present danger to her children prompted Eva Allen to want to relocate. So Cade Allen built another new house at 944 39th Avenue North for his family in 1928, where they lived until 1947. During the 1920s, Allen had built 22 homes as well as the Allendale Methodist Episcopal Church (Allen, *A Life Remembered*, 41-46, 70-72; 50th Anniversary Committee, 1974; Polk, 1924, 1925, 1926, 1927, 1928; Allen, *Homes*, 16).

3600 Euclid Boulevard North (now 3601 Foster Hill Drive North), 1926. Courtesy of Burton Allen.

A relatively healthy tourist trade initially kept the local economy afloat following the downturn of the real estate market in 1926 and the devastating hurricanes which damaged south Florida in 1926 and 1928. However, the crash of the stock market in 1929 kept the traveling public at home during the ensuing national depression. A dismal tourist season during the winter of 1929-1930 led to business failures, mortgage foreclosures, and unemployment in the city. Every bank in the city failed and closed by April 1931 (Arsenault 1996, 253-255).

In January 1928, real estate salesmen and auctioneers McLean-Rector & Scott advertised 3600 Euclid Boulevard North as the "Palatial Graystone Mansion" offering the "'Ultimate in Residential Perfection' ("Our Public Reception...," 17 January 1928)." The agents reported that several thousand visited during a week-long open house in which the home was presented as a "model of modern building construction and furnishing ("Thousands Visit Model Residence," 19 January 1928)." With the decline in the real estate market, the house was still on the market the following year but was briefly occupied by auctioneer Victor McLean of McLean-Rector & Scott. The house finally sold at auction in February 1929. Attorney and future judge Mervin Hilton lived in the home in 1930 and 1931 (Announcing the Public Sale at Auction..." 9 February 1929; "Beautiful Home is Open for Inspection," 10 February 1929; "Tomorrow at 2 P.M.," 11 February 1929; "See this Gorgeous Home Today," 11 February 1929; "Hundreds Attend Reception at Graystone Mansion, to be Sold Tuesday," 11 February 1929; Polk 1929, 1930, 1931; "Mervin B. Hilton," 3 April 1940).

TOMORROW at 2 P.M.

The Showplace of St. Petersburg—at Auction

—No. 3600 Euclid Boulevard—Completely Furnished—

The Home

A magnificent architectural creation of imported Carolina Gray Granite of the most substantial construction—It has an adequate and marvelously convenient floorplan—There are four bedrooms, three baths, splendid living room, dining room, music room, sun porch, kitchen, owner's den or office, playroom or sewing room, servants' apartment with bath, double drive-through garage—It must be seen to be appreciated.

The Furniture

Harmonious in every detail and of the finest quality—the furnishings blend with the beautiful architecture of this rare home—and complete a perfect ensemble. Products of the best known furniture manufacturers combine with rare Oriental floor coverings and handsome draperies to produce the effect you would expect in a handsomely appointed residence such as this.

Your Price Is Ours

The Famous Graystone Mansion in Allendale

The Location

High on the Heights of Allendale is an environment both exclusively fashionable and healthful—the Graystone Mansion enjoys a situation at one of the City's Finest Boulevards unmatched for desirability anywhere. A wide sweep of Euclid Boulevard (Ninth Street North) provides its frontage while generous depth on Foster Hill Drive (26th Avenue North) is also included. Every city improvement is installed and paid for.

The Terms

Terms of unusual leniency and convenience are authorized at this Unprecedented Auction Sale. Only one third of the purchase price will be required in cash while the remainder will be financed under very liberal arrangements. The successful bidder will be required to make a deposit of ten per cent of the purchase price, at the sale. Further details will be announced.

Your Big Opportunity

See This Gorgeous Home—Open For Inspection Today Until 5 P. M. and Tomorrow Until the Sale Hour.

With C. Bucle Turner Co.
147 Central Avenue
Phones—5115-5116

McLEAN-RECTOR & SCOTT
LEADING AUCTIONEERS
ST. PETERSBURG FLA — KNOXVILLE TENN

Absolute Sale
By Order of
The Owners

Advertisement. *St. Petersburg Times*, February 11, 1929.

By 1932, William Halls, Jr. and his wife, Hattie, owned the residence. The New York banker had bought a winter residence at 1028 14th Avenue North in 1927. In 1933 and 1934, their local attorney, Walter Wilson, rented 3600 9th Street North. After William Halls died in 1933, it appears that his widow Hattie Halls owned the house and may have periodically lived in the house or rented it to widow Edith Byron from 1937 through 1945. The house was advertised for sale in 1945 ("Home in City Sold for Cash," 1927; "Eight Homes in Allendale Sold," 1932; "William Halls Jr. Dies in East From Pneumonia Attack," 1933; Polk 1932-1945; "In Allendale..." 21 January 1945).

Federal relief projects helped revive the local economy by the mid-1930s. Local projects included the construction of Bay Pines Veterans' Hospital, an addition to Albert Whitted Airport, Bartlett Park, an addition to Mound Park City Hospital, a beach water system, a new city hall, the construction of the U.S. Coast Guard Air Station near Bayboro Harbor, the North Shore sewer system, a National Guard armory, and a new campus for the St. Petersburg Junior College. By providing these kinds of projects throughout the nation, the New Deal agencies brought partial economic recovery to residents of St. Petersburg as well as other cities. With an improved financial outlook, tourists returned to St. Petersburg during the late-1930s (Arsenault 1996, 257-260).

During the 1930s, Cade Allen continued to live in and develop the Allendale neighborhood. Unlike many developers who went bust in the decline of the real estate market and Great Depression, Cade Allen managed his development well, installing streets and improvements without encumbering the land. As a result, he retained ownership of the parcels, sold a few, and continued to build during the 1930s even though money was tight (Fuller 203; Miller 1991). Between 1930 and 1932, Allen completed seven and sold eight homes in Allendale Terrace. At the height of the Depression, however, he only completed and sold two homes from 1932 to 1936. As construction resumed between 1937 and 1940, he built 16 homes ("Eight Homes in Allendale Sold," 9 March 1932; Allen, *Homes*, 16).

Due to a doctrinal disagreement, Allen left Allendale Methodist Episcopal Church and joined Central Presbyterian Church, where he built the new Sunday school class rooms in 1938. As his sons finished school, they also joined the business, and the company became Cade B. Allen & Sons, Designers and Builders. With the onset of World War II, all five of Cade Allen's sons joined the military. Due to gasoline rationing and limited building materials, little new construction occurred during the war, but Cade Allen managed to keep his real estate office open (Allen, *A Life Remembered*, 48-52; "Allen Carries On Alone as Five Sons Go Into Uniforms," 1 October 1942).

Although tourism had rebounded to some extent by 1940, the activation of the military, rationing, and travel restrictions of World War II severely curtailed St. Petersburg's tourism based economy. Most of the city's hotels and boarding

houses remained empty during the winter of 1941-42. Realizing that the empty rooms could be an asset as military housing, city leaders successfully lobbied the War Department for a military base. The opening of a technical services training center for the Army Air Corps brought over ten thousand soldiers to the city during the summer of 1942. The military leased almost every major hotel and many of the smaller hotels in the city. Only the Suwannee Hotel and some of the smaller hotels and boarding houses were open to civilian use. By the time the training center closed in July 1943, over 100,000 soldiers had visited St. Petersburg. Although the training center closed, the United States Maritime Service Bayboro Harbor Base, which trained merchant seamen, continued to grow, and eventually leased four of the downtown hotels abandoned by the Army Air Corps. Other bases and support facilities throughout the area brought thousands of soldiers to central Florida and the St. Petersburg area (Arsenault 1996, 298-301).

The city rapidly demilitarized following the war, and many veterans returned to St. Petersburg. Among those returning, the Allen sons rejoined Cade B. Allen & Sons, which now offered "A Complete Home Building Service (Allen, *A Life Remembered*, 53)." The Great Depression and governmental restrictions during the war led to a housing shortage following World War II. Many hotels and boarding houses were again filled with tourists and new residents awaiting the construction of new homes. In 1957, Cade Allen retired and passed the family business over to his sons. He died in 1959.

After the war, Herbert and Electra Ballard, owners of the Ballard Knitting Company, lived at 3600 9th Street North in 1947. By 1949, attorney Fenton Connor and his wife, Eleanor, owned the property and remained the owners through the 1950s. Throughout the 1950s and 1960s in St. Petersburg, new houses filled the subdivisions platted during the 1920s, but left vacant by the real estate decline and the Great Depression. As development spread westward, the introduction of shopping centers, including Central Plaza and Tyrone Gardens Shopping Center, and motels along the west coast drew new residents and tourists away from downtown St. Petersburg (Arsenault 1996, 307-313). During the 1960s, downtown and the neighborhoods surrounding the city core entered a period of decline and abandonment. Many of the buildings associated with the early history of the community slowly deteriorated until reinvestment and preservation revived the area during the 1990s.

Significance

The Cade Allen Residence is significant at the local level in the areas of Community Planning and Development and Architecture due to its association with developer Cade Allen and its distinctive design, method of construction, and

use of materials. It meets the following criteria for designation of a property found in Section 16.30.070.2.5(D) of the City of St. Petersburg Code:

3. It is identified with a person who significantly contributed to the development of the City, state, or nation.
4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation.
5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

Architecture

The Cade Allen Residence is architecturally significant as an example of the Mission style in St. Petersburg. Architecturally, the Mission style developed in California during the 1880s to replicate Spanish Colonial heritage, particularly ecclesiastical buildings from the Franciscan missions of the southwestern United States. By 1900, the style spread east through the influence of fashionable architects and national builders' magazines. The style increased in popularity when the Santa Fe and Southern Pacific railroads used it in the construction of their railroad stations and hotels. Rather than copy the East coast's revival of its colonial past with the Colonial and Neoclassical Revival styles, the southwestern states of California, Arizona, New Mexico, and Texas, as well as Florida turned to their Spanish heritage for architectural inspiration. Typically, Spanish design elements, including shaped parapets, arches, and quatrefoil windows, were borrowed and freely adapted to adorn traditional shapes.
Identifying features of the Mission style include

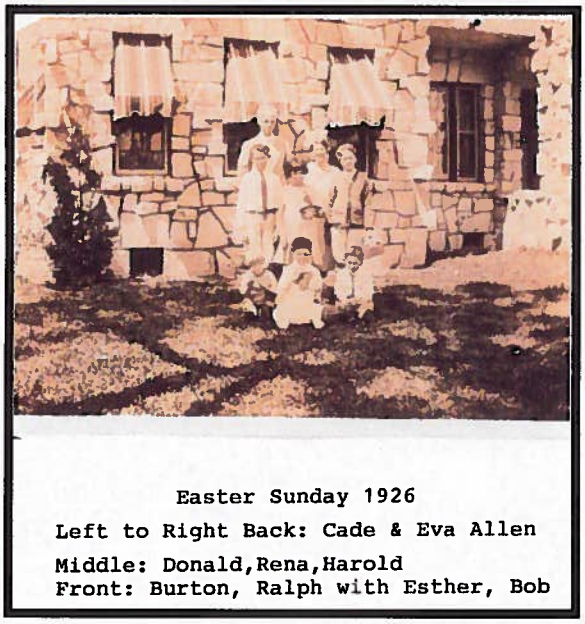
- shaped dormer or roof parapets with coping,
- bell towers,
- barrel tile roofs and accents,
- wall surface of stucco,
- quatrefoil windows,
- limited decorative detailing although patterned tiles, carved stonework, or other wall surface ornament is occasionally used,
- a prominent one-story porch at the entry with a porch roof supported by large square piers, and
- arcades.

By the 1920s, the closely related Spanish Eclectic, or Mediterranean Revival style, grew in popularity, drawing inspiration from a broader spectrum of Spanish history including Byzantine, Gothic, Renaissance, and Moorish elements.

The Cade Allen Residence is an unusual example of the Mission Revival style as interpreted by Cade Allen. The building features the character defining shaped parapet with coping, the stucco exterior on the second floor, and prominent entry porch supported by large square piers. Other elements common to the style include the arches, the overall massing, canales, and carved stonework. Although some additions and alterations have been made to this building, the residence remains an excellent example of the style and is easily identifiable as the work of Cade Allen.

Community Planning and Development and Architecture: Cade B. Allen

The Cade Allen Residence is significant under Community Planning and Development as a representative example of the residential construction and layout of Allendale Terrace. It is also significant for its association with pioneer developer Cade Allen and engineer George F. Young. The residence was one of the first constructed in the Allendale neighborhood and served as a basis for future development at the onset of a period of growth in St. Petersburg. Allen wanted a residence with architectural style and detail to add to the beauty at this prominent entrance to the development. Built and occupied by Cade Allen as his family residence, the house has a direct association with him. Allendale is considered one of the premier non-waterfront neighborhoods in St. Petersburg. In his development of Allendale with distinctive stone-clad homes, Allen shaped the visual landscape of north St. Petersburg from the 1920s through the 1950s. The elevation, with its natural rolling land and stately pines, was the primary factor Allen considered when buying the property. Although more expensive to build, Allen commissioned George F. Young "to lay out the development as a residential park with winding drives and wide, brick-paved streets (Allen, 11 August 1931." As part of the development, Allen planned for recreation, with the donation of a park to the City, and for religious dedication, with the donation of land and construction of a church. The elevation, mature tree canopy and curvilinear subdivision layout, were assets that Allen emphasized in developing and advertising the neighborhood, lending an estate quality to the residences (Smith, 6-9).



Allen family in front of 3600 Euclid Boulevard North (now 3601 Foster Hill Drive North), 1926. Courtesy of Burton Allen.

Utilizing his background as a mason, Cade Allen was one of the few Florida developers to use stone as a building material. It became his signature element. According to his son, Donald Allen, "'He wanted something unique that everybody else wasn't doing...It was as cheap as stucco (Hartzell 103).'" Built of hollow clay tile, the homes were then clad with stone which Allen found throughout the United States and shipped to St. Petersburg by railroad car. He utilized coquina from Florida's east coast as well as marble, granite, field stone, silica, and sandstone from the Carolinas, Georgia, Alabama, and Indiana. The result was an interesting mixture of New York construction methods with the then-popular Mediterranean Revival, Mission Revival, Colonial Revival, and English Tudor architectural styles. According to Cade Allen in an article "Materials for the Perfect Home,"

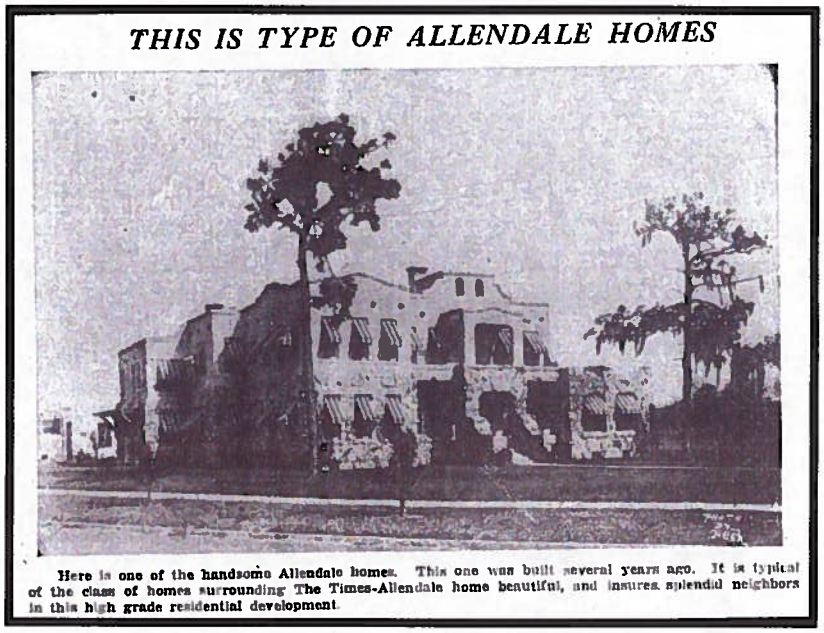
3600 Euclid Boulevard North (now 3601 Foster Hill Drive North), 1926. Courtesy of Burton Allen.

> Companionship, friendliness and beauty are the mental building blocks of our homes. In the selecting of physical materials to be used, we must select only those which will hold these attributes so that time and use will make the home more dear to us.
>
> The style, or architecture, must be taken into consideration when choosing materials such as frame, stucco, brick or stone for the exterior....Whether we need a five-room cottage or 20-room mansion, the same care should be taken in choosing the materials. For either will be home, and that home should have a charm all its own.
>
> Wood, or frame, construction is appropriate for American and colonial style architecture. Stucco for Spanish, Moorish, Mission, and Grecian types. Brick in American colonial and English. Stone may be used in nearly all types. But the kind of stone must be taken into consideration, also the manner of laying it. For stone suited to one type might be entirely out of harmony with another....Time will only mellow and enrich a well-built stone house that can be handed down from generation to generation with an ever-increasing beauty and charm that our children may enjoy (Allen, 8 September 1931).

On this property, his third residence in the neighborhood, he surfaced the first floor with Carolina gray granite, which can only be found on other Cade Allen-built homes in St. Petersburg. According to his sons, Allen did most of the masonry work himself as he loved to work with his hands and taught his sons the masonry and carpentry trades. All of them followed in his footsteps as contractors, architect, and real estate agents (Allen, *Homes*, 15; Fuller 203; Miller 1991).

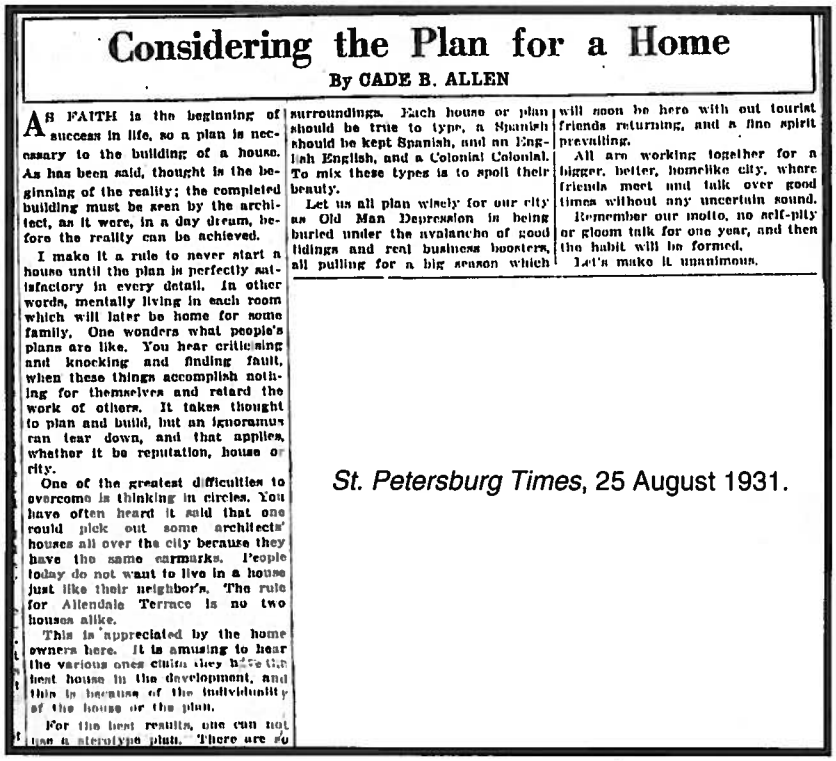
Most of Allen's homes were custom built for wealthy Northern clients. Some long-time Allendale residents included inventor Dr. and Mrs. Edward Acheson, Walgreens executive Mr. and Mrs. Harry Goldstine, Judge and Mrs. John Blocker, and James "Doc" Webb. According to Eleanor Porter, who moved to the neighborhood in 1950, Allen required that new owners receive his approval of construction plans before a new house could be built (Hartzell 103). Each house had to have a chimney and a stone exterior, imparting a sense of permanence, stability, and quality. Many of his homes, even as early as the 1920s, incorporated a two-car attached garage. Not only did buyers choose to live in Allendale Terrace, Cade Allen carefully chose Allendale's residents. Unlike many developers who went bust in the decline of the real estate market and Great Depression, Cade Allen managed his development well, installing streets and improvements without encumbering the land. As a result, he retained ownership of the parcels, sold a few, and continued to build during the 1930s even though money was tight (Fuller 203; Miller 1991).

In 1931, Cade Allen started another new house at 3900 9th Street North. It was built in collaboration with the *St. Petersburg Times* as the "Times-Allendale Home Beautiful." Thirteen full page articles and advertisements on the construction of the house followed, along with articles written by Cade Allen for each issue. The coverage of the construction was planned "solely as an educational feature, promising a new and



St. Petersburg Times, 25 August 1931.

greater interest in building beautiful homes;" the *Times* had no financial interest in the development (*St. Petersburg Times*, 28 July 1931). The August 25, 1931 issue included a picture of 3601 Foster Hill Drive North, referring to it as "one of the handsome Allendale homes" neighboring the Times-Allendale Home Beautiful ("This is Type of Allendale Home," 25 August 1931).



Considering the Plan for a Home

By CADE B. ALLEN

AS FAITH is the beginning of success in life, so a plan is necessary to the building of a house. As has been said, thought is the beginning of the reality; the completed building must be seen by the architect, as it were, in a day dream, before the reality can be achieved.

I make it a rule to never start a house until the plan is perfectly satisfactory in every detail. In other words, mentally living in each room which will later be home for some family. One wonders what people's plans are like. You hear criticising and knocking and finding fault, when these things accomplish nothing for themselves and retard the work of others. It takes thought to plan and build, but an ignoramus can tear down, and that applies, whether it be reputation, house or city.

One of the greatest difficulties to overcome is thinking in circles. You have often heard it said that one could pick out some architects' houses all over the city because they have the same earmarks. People today do not want to live in a house just like their neighbor's. The rule for Allendale Terrace is no two houses alike.

This is appreciated by the home owners here. It is amusing to hear the various ones claim they have the best house in the development, and this is because of the individuality of the house or the plan.

For the best results, one can not use a stereotype plan. There are no surroundings. Each house or plan should be true to type, a Spanish should be kept Spanish, and an English English, and a Colonial Colonial. To mix these types is to spoil their beauty.

Let us all plan wisely for our city as Old Man Depression is being buried under the avalanche of good tidings and real business boosters, all pulling for a big season which will soon be here with out tourist friends returning, and a fine spirit prevailing.

All are working together for a bigger, better, homelike city, where friends meet and talk over good times without any uncertain sound.

Remember our motto, no self-pity or gloom talk for one year, and then the habit will be formed.

Let's make it unanimous.

St. Petersburg Times, 25 August 1931.

Throughout the series, Allen's articles featured topics such as "Considering the Plan for a Home," "Materials for the Perfect Home," and "Distinctive Homes." Initially planned for his family, the onset of the Great Depression meant that the family could not afford to live in the Times-Allendale Home Beautiful. He sold the house to Dr. and Mrs. Edward Acheson, and the Allen family remained in the house at 944 39th Avenue North until 1947 (Allen, *A Life Remembered*, 41-46; Allen, *Homes*, 152-165).

In addition to his residential construction, Cade Allen was on the building committee when the St. Petersburg YMCA was built and served as President of the organization. He also founded, donated the land, designed, and built Allendale Methodist Episcopal Church and parsonage from 1924 through 1926. Allen approached his church, the First Avenue Methodist Episcopal Church (now Christ United Methodist Church), about sponsoring the new congregation, and they agreed. Situated at the intersection of Haines Road and 38th Avenue North, the new church was located at a strategic spot for the neighborhood and its continued growth (Allen, *A Life Remembered*, 70-72; 50th Anniversary Committee, 1974). Due to a doctrinal disagreement, he left Allendale Methodist Episcopal Church and joined Central Presbyterian Church, where he built the new Sunday school class rooms in 1938. He later helped found and built the Gospel Center (Allen, *A Life Remembered*, 48-52, 75; "Church Will Hold Special Services Sunday Morning," 11 November 1938; "Church Dedicates New Buildings at Sunday Services," 12 November 1938).

Immediately north of Allendale, the Monticello Development Company platted several subdivisions in 1925 and 1926, but little actual construction occurred. During the Depression and into World War II, Cade Allen and Harry King, a Michigan insurance executive, partnered in buying all of the vacant lots in the Badger Park and Monticello Park Units One and Two subdivisions. Soon after World War II, the men sold the parcels in Unit One to W.S. Lowrey, owner of the All State Lumber Company. Allen bought King's interest in Unit Two and Badger Park, and installed streets and water and sewer lines. The Allens only built three houses in the two subdivisions, giving away or selling the remaining lots (Allen, *A Life Remembered*, 48; Allen, *Homes*, 16).

In 1957, Cade Allen retired and handed the family business over to his sons. He died in 1959. From 1923 to 1959, Cade B. Allen and Cade B. Allen & Sons built 46 houses in Allendale and at least 14 in other areas of St. Petersburg. Allen left a legacy of quality workmanship in distinctive styles which created a unique neighborhood (Allen, *Homes*, 15; Smith, 6-9).

Community Planning and Development: George F. Young

Engineer George F. Young, who platted the Allendale Terrace development, arrived in Florida in 1913 to work on the construction of a railroad from Tampa to Miami. He subsequently opened his own landscape engineering office in Tampa. In 1918, Charles Hall induced Young to come to St. Petersburg and take charge of designing his newest development, Lakewood Estates. The Allendale Terrace plats were filed in 1922, 1924, and 1926 at the height of his career in subdivision design. By 1926, when Young decided to retire from engineering and focus more on design work, he operated offices in eight Florida cities, including Sarasota, Tarpon Springs, and Winter Park, and maintained a workforce of approximately 175 individuals. In addition to Allendale Terrace and Lakewood Estates, Young platted Davis Islands, Davis Shores, and Temple Terrace in the Tampa area. He also operated a contracting firm with Claude Barnard Jr. and owned and built the Mari-Jean Hotel on Central Avenue at 24th Street (*Evening Independent,* "G.F. Young Retires," 2 October 1926).

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PHOTOGRAPHS

South (Front) Façade

East Elevation

North (Rear) Elevation

North Elevation

North and West Elevations

South and West Elevations

Main Entrance Detail, South Façade

Picture Window Detail, South Façade

Entrance Portico Detail, South Façade

ST. PETERSBURG CITY COUNCIL
Meeting of September 18, 2014

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

SUBJECT: Owner-initiated Historic Landmark Designation of the Euclid Elementary School, located at 1090 10th Street North (also 1015 10th Avenue North; HPC Case No. 14-90300004).

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

REQUEST: The request is to approve an ordinance designating the Euclid Elementary School, located at 1090 10th Street North (also 1015 10th Avenue North), as a local historic landmark (City File HPC 14-90300004).

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On August 12, 2014, the Community Planning and Preservation Commission held a public hearing on this matter and recommended approval of the landmark designation to City Council by a vote of 7 to 0.

Recommended City Council Action: 1) CONDUCT the second reading and Quasi-Judicial Public Hearing; AND 2) APPROVE the attached ordinance.

Public Input: At the time this report was completed, staff has received one comment in support of the designation and one comment in opposition to the designation of the Euclid Elementary School.

Attachments: Ordinance (Including Map), Draft CPPC Minutes, Staff Report to the CPPC, Designation Application

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE EUCLID ELEMENTARY SCHOOL (LOCATED AT 1090 10TH STREET 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.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Euclid Elementary School, which was constructed in 1924, meets three of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following criteria:

(1) Its value as a significant reminder of the cultural or archaeological heritage of the city, state, or nation.

(4) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation.

(5) Its value as a building is recognized for its quality of architecture, and it retains sufficient elements showing its architectural significance.

SECTION 2. The Euclid Elementary School, located upon the following described property, is hereby designated as a local landmark and shall be added to the local register listing of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

The South 130.07 feet of Lots 1 to 15, inclusive, of Block "B," of Bartlett Court, according to the map or plat thereof as recorded in Plat Book 5, Page 88, of the Public Records of Pinellas County, Florida, together with that part of the vacated alley running North and South through Block "B," Bartlett Court, commencing at 10th Avenue North and proceeding north to a point fifteen (15) feet south of the north line of lots 8 and 9 in said Block "B," St. Petersburg, Florida.

SECTION 3. This ordinance is effective immediately upon adoption.

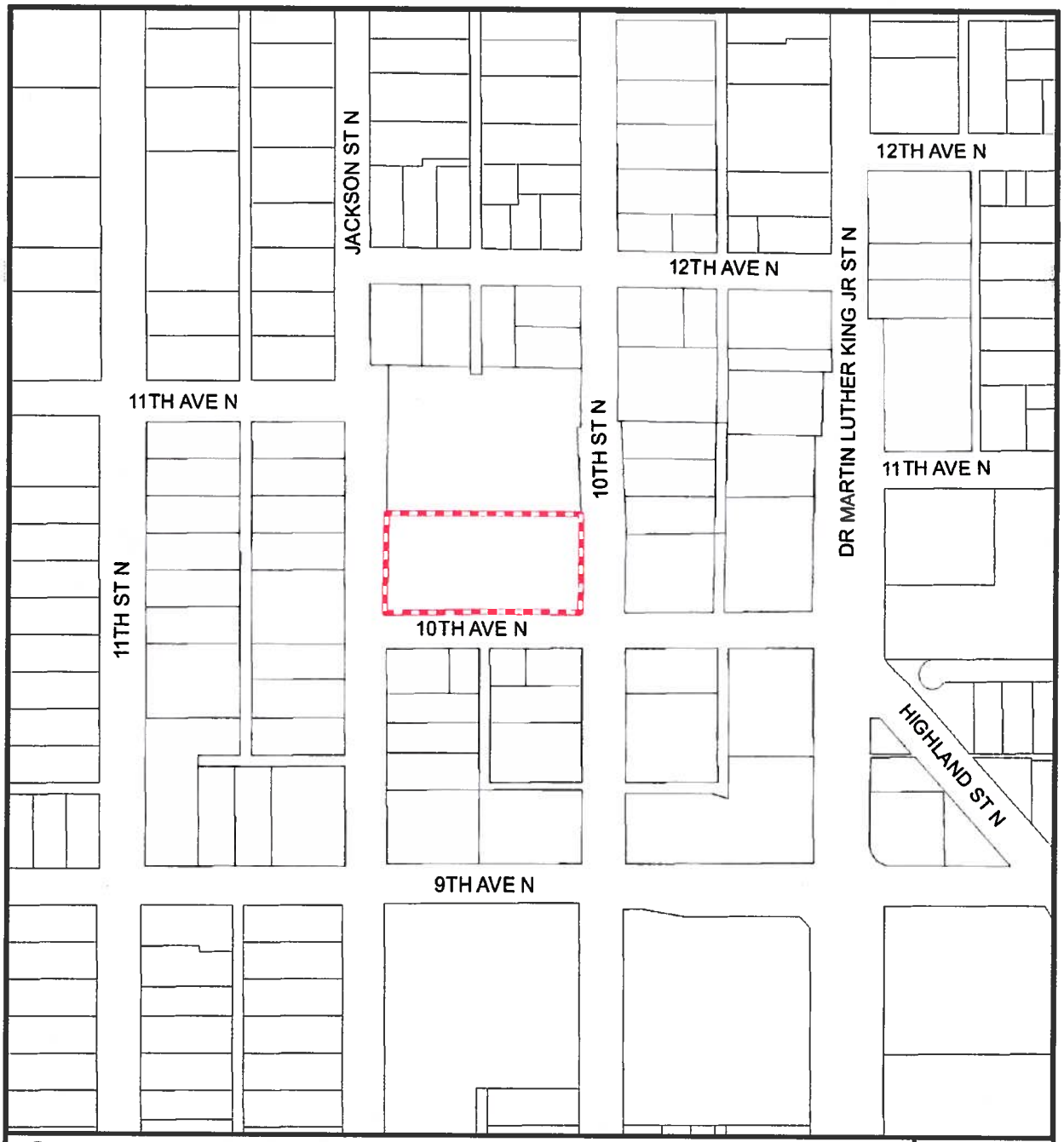
Approved as to Form and Substance:

8/21/14

City Attorney (or Designee) — Date

8-20-14

Planning and Economic Development Department — Date



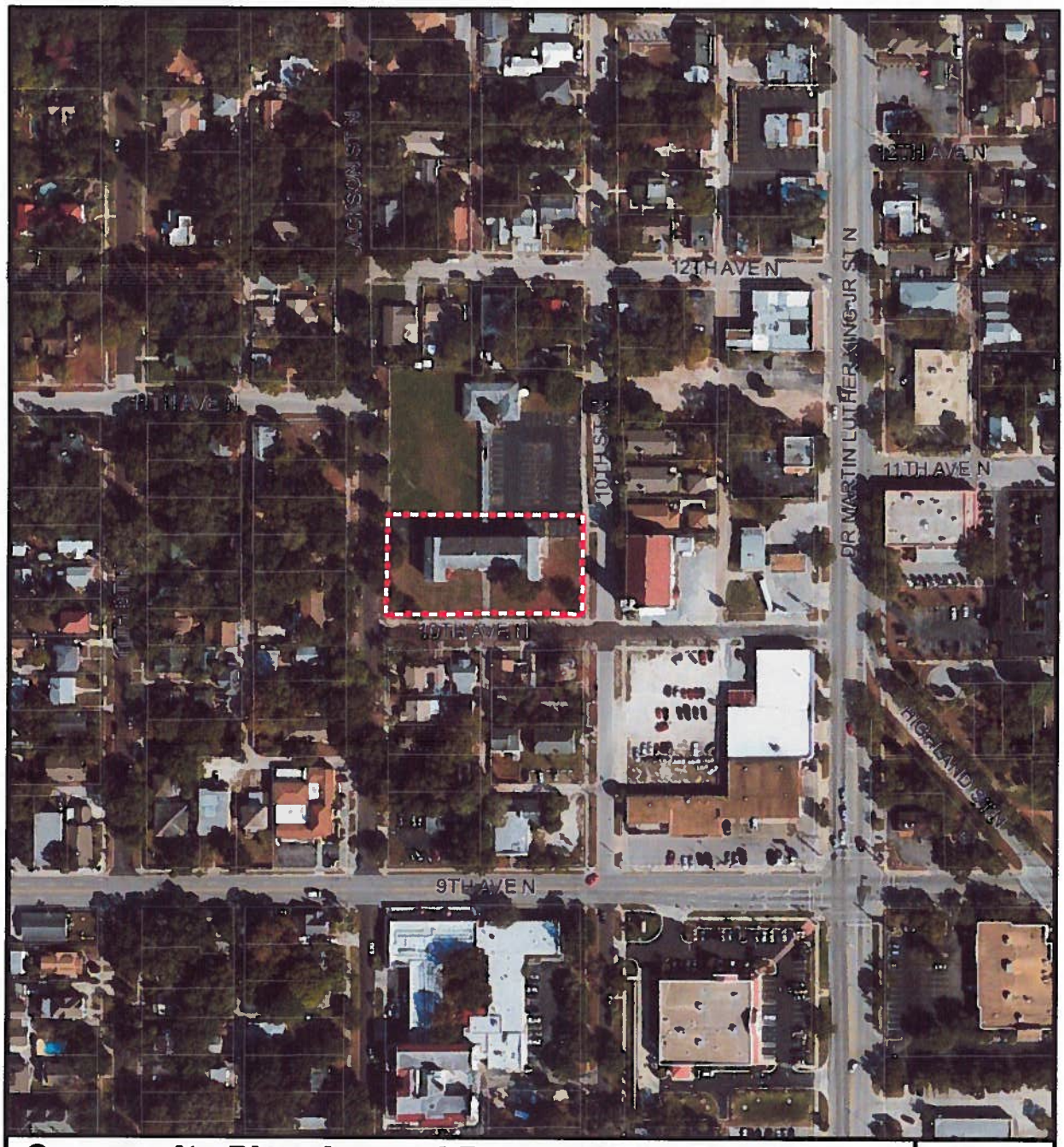
Community Planning and Preservation Commission

1090 10th Street North

AREA TO BE APPROVED, SHOWN IN

CASE NUMBER
14-90300004

N
SCALE:
Not to Scale



Community Planning and Preservation Commission

1090 10th Street North

AREA TO BE APPROVED, SHOWN IN	CASE NUMBER 14-90300004

N

SCALE: Not to Scale

st.petersburg
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CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
August 12, 2014

QUASI-JUDICIAL PUBLIC HEARING

C. HPC 14-90300004 **Contact Person: Kim Hinder 892-5451**

Request: Local designation of Euclid Elementary School located at 1090 – 10th Street North.

Staff Presentation

Kim Hinder gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Emily Elwyn with St. Petersburg Preservation and representing the owner, MJRE LLC, gave a presentation in support of the request.

Public Hearing

No speakers present.

Executive Session

Commissioner Montanari asked about the owner's plans for this building. Ms. Hinder stated it will be residential multi-family.

Commissioners Reese and Michaels stated their support of this proposal.

MOTION: ***Commissioner Wolf moved and Commissioner Michaels seconded a motion approving the local designation of the Euclid Elementary School in accordance with the staff report.***

VOTE: ***YES – Michaels, Montanari, Reese, Wannemacher, Wolf, Carter, Rogo***
NO - None

Motion was approved by a vote of 7 to 0.

DRAFT

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CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

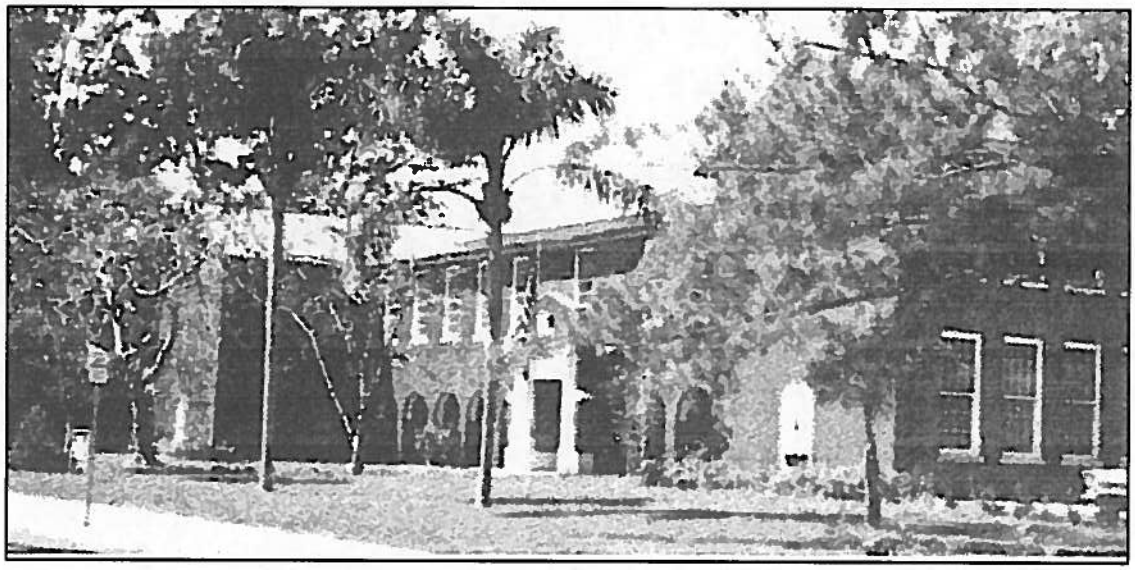
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
LOCAL DESIGNATION REQUEST

For **Public Hearing** and **Recommendation to City Council** on **August 12, 2014** beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and 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.

CASE NO.:	**HPC 14-90300004**
STREET ADDRESS:	1090 10th Street North
LANDMARK:	Euclid Elementary School
OWNER:	MJRE, LLC
APPLICANT:	MJRE, LLC and St. Petersburg Preservation
REQUEST:	Local Designation of the Euclid Elementary School



Euclid Elementary School at 1090 10th Street North

BACKGROUND

On June 27, 2014, MJRE, LLC and Saint Petersburg Preservation, Inc. (SPP) submitted a local designation application for Euclid Elementary School. Prepared by Emily Kleine Elwyn, Howard Fenford, and Robin Reed, the application provides extensive information concerning the role, history and architecture of the school. Staff determined that the designation application was complete and required no further elaboration to identify the character defining features and to determine the significance of the district.

STAFF FINDINGS

Staff finds that Euclid Elementary School is eligible to be designated as a local landmark. The local designation application demonstrates that Euclid Elementary School is significant at the local level in the areas of COMMUNITY PLANNING AND DEVELOPMENT, EDUCATION, SOCIAL HISTORY, and ARCHITECTURE under the local landmark designation criteria found in Section 16.30.070.2.5(D) of the City Code:

(1) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.
(4) It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
(5) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

Only one criterion must be met in order for a property to be designated as a local landmark.

Staff concurs that Euclid Elementary School is significant at the local level in the areas of COMMUNITY PLANNING AND DEVELOPMENT, EDUCATION, SOCIAL HISTORY, and ARCHITECTURE and meets Criteria 1, 4, and 5 found in Section 16.30.070.2.5(D) of the City Code for designation of a landmark property. Built in 1924, Euclid Elementary School is significant as part of a comprehensive school building campaign during the 1920s Florida land boom led by Superintendent Captain George M. Lynch. The history of this school mirrors the social, demographic, and economic trends that affected public education in St. Petersburg. Architecturally, the school is a well-preserved example of Masonry Vernacular architecture with Mediterranean Revival influences and was designed by architect Frank F. Jonsberg, and built by contractor Victor A. Boeke, masters in the design and construction field in St. Petersburg.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

This application for designation was initiated by the owner of the property, MJRE, LLC, and St. Petersburg Preservation.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, the local ad valorem tax exemption and Federal Tax Credit for rehabilitation, some relief from the requirements of the Florida Building Code and FEMA regulations, and grants available to local governments and nonprofit entities to preserve and interpret historic sites.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed local historic landmark district designation is consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the FLUM or zoning designations nor will it significantly constrain any existing or future plans for the development of the City.

The proposed landmark designation is consistent with Objectives LU26, LU10 and HP2 of the City's Comprehensive Plan, shown below.

OBJECTIVE LU26: The City's LDRs shall continue to support the adaptive reuse of existing and historic buildings in order to maximize the use of existing infrastructure, preserve natural areas from being harvested for the production of construction materials, minimize the vehicle miles traveled for transporting new construction materials over long distances, preserve existing natural carbon sinks within the City, and encourage the use of alternative transportation options.

OBJECTIVE LU10: The historic resources locally designated by the St. Petersburg City Council and Community [Planning and] Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1 Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

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

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

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

RELATIONSHIP BETWEEN THE PROPOSED DESIGNATION AND EXISTING AND FUTURE PLANS FOR THE DEVELOPMENT OF THE CITY

The subject property is designated Institutional on the City's Future Land Use Map (FLUM) and NT-2 (Neighborhood Traditional Single Family - 2) on the City's Official Zoning Map.

The property owner is proposing to take advantage of the City of St. Petersburg, City Code, Section 16.30.020 regarding the adaptive reuse of local landmark buildings. The purpose of this section is to encourage the retention and productive reuse of buildings that have historic, architectural, or cultural value to the City rather than seeing their underutilization or demolition because the original use for the building(s) has become functionally obsolete.

Historically significant structures, especially when located within a single-family neighborhood, are often abandoned or demolished because it is too difficult to meet current zoning standards and building code requirements. This is especially true of institutional uses such as schools that have operated for years in neighborhood settings, but due to demographic changes, school restructuring and consolidation are economically obsolescent.

This City recognizes the importance of these significant buildings and provides a process for them to be reused and retained while minimizing any secondary impacts to the surrounding properties. The conceptual plan for multi-family residential units is compatible with the purpose and intent of the adaptive reuse provisions.

Finally, the Euclid Elementary School is not located within a designated community redevelopment area; therefore, the City has no specific plans for redevelopment of the subject properties.

RECOMMENDATION

Staff recommends **APPROVAL** of the request to designate Euclid Elementary School as a local historic landmark, and thereby referring the application to City Council for first and second reading and public hearing.

ATTACHMENTS: DESIGNATION APPLICATION

Community Planning and Preservation Commission

1090 10th Street North

AREA TO BE APPROVED,

SHOWN IN

CASE NUMBER

14-90300004

N

SCALE:
Not to Scale

Community Planning and Preservation Commission

1090 10th Street North

AREA TO BE APPROVED, SHOWN IN	**CASE NUMBER 14-90300004**

N
SCALE:
Not to Scale

14-90300004

City of St. Petersburg
Division of Urban Planning, Design, and Historic Preservation

Local Landmark Designation Application

Type of property nominated (for staff use only)
☒ building ☐ structure ☐ site ☐ object
☐ historic district ☐ multiple resource

1. NAME AND LOCATION OF PROPERTY

historic name: Euclid Elementary School

other names/site number: Euclid Center

address: 1090 10th Street N

historic address: (also listed as 1015 10th Ave N, 1090 10th Ave N)

2. PROPERTY OWNER(S) NAME AND ADDRESS

name: MJRE

street and number: 421 E. Davis Blvd.

city or town: Tampa state: FL zip code: 33606

phone number (h): (w): 3610807 e-mail: michael@sightrealestate.com

3. NOMINATION PREPARED BY

name/title: Howard Hansen, Robin Reed, Emily Elwyn

organization: St. Petersburg Preservation, Inc.

street and number: P.O. Box 76234

city or town: St. Petersburg state: FL zip code: 33734

phone number (h): (w): 515-4509 e-mail: eelwyn@mac.com, rlreed@tampabay.rr.com

date prepared: 6/27/2014 signature:

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

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

SEE CONTINUATION SHEET.

5. GEOGRAPHICAL DATA

acreage of property: approximately 1 acre

property identification number: PI6495

Euclid School

Name of Property

6. FUNCTION OR USE

Historic Functions	Current Functions
EDUCATION/school	Vacant
	Proposed Residential

7. DESCRIPTION

Architectural Classification (See Appendix A for list)	Materials
Masonry Vernacular	Brick
Mission and Gothic influences	Wood
	Iron
	Tile

Narrative Description

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

8. NUMBER OF RESOURCES WITHIN PROPERTY

Contributing	Noncontributing	Resource Type	Contributing resources previously listed on the National Register or Local Register
1		Buildings	
		Sites	
		Structures	
		Objects	Number of multiple property listings
1		Total	

Euclid School

Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

- ☒ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- ☐ Its location is the site of a significant local, state, or national event.
- ☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- ☒ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- ☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- ☐ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- ☐ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- ☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- ☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Community Planning and Development

Education, Social History

Architecture

Period of Significance

1924-1969

Significant Dates (date constructed & altered)

1924

Significant Person(s)

Cultural Affiliation/Historic Period

N/A

Builder

Victor A. Boeke

Architect

Frank F. Jonsberg

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

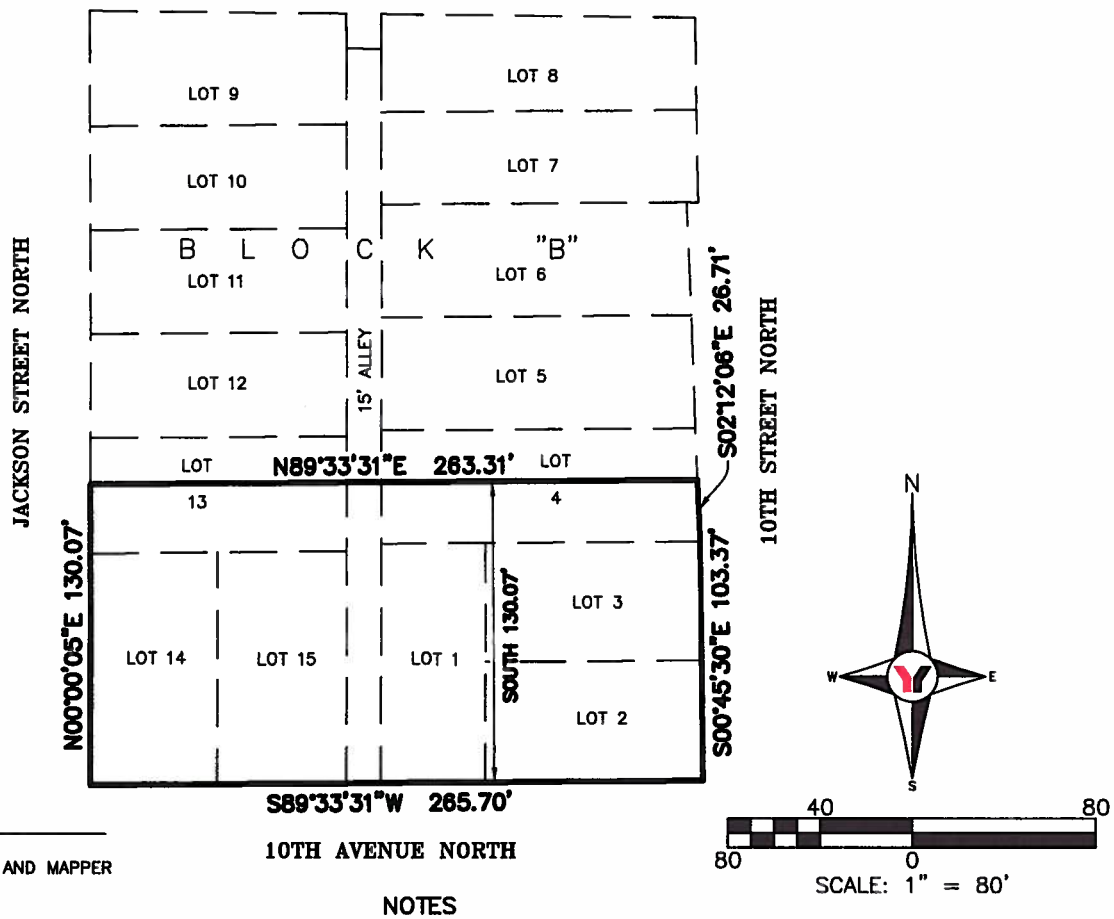
Please list bibliographical references.

LEGAL DESCRIPTION

The South 130.07 feet of

Lots 1 to 15, inclusive, of Block "B", of BARTLETT COURT, according to the map or plat thereof, as recorded in Plat Book 5, Page 88 of the Public Records of Pinellas County, Florida, together with that part of the vacated alley running North and South through Block "B", BARTLETT COURT, commencing at Tenth Avenue North and proceeding North to a point Fifteen (15) feet South of the North line of Lots Eight and Nine in said Block "B".

St. Petersburg, Florida



LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. Basis of Bearings: Assumed N00°00'05"E along the East right of way line of Jackson Street North.
2. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
3. Not a boundary survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. This map intended to be displayed at a scale of 1"=80'.
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.
8. Bearings and dimensions shown hereon are as per George F. Young, Inc. Boundary Survey dated May 28, 2014, Project Number 14009900SS.

PREPARED FOR:
BAYOU PARTNERS, LLC
GASPAR PROPERTIES, INC.

1090 10TH STREET NORTH
DESCRIPTION & SKETCH
SECTION 13 TOWNSHIP 31 S., RANGE 16 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	JLS	6/5/14
CHECKED	NMC	6/5/14
FIELD BOOK		
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NICHOLAS M. CIRCELLO PSM LS 4898
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SIGHT
PROPERTIES

1710 N. 19th St. #210 Tampa, FL 33605 - 813.495.6491- Michael@SightRealEstate.com

June 25, 2014

Kimberly Hinder
Historic Preservation Planner
Planning and Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Re: Euclid School 1090 10th St. N. St. Petersburg, FL

Dear Kimberly,

Please let this letter serve as confirmation that as the owner of the Euclid School at 1090 10th St. N St. Petersburg, FL we support the historic designation.

Thank you,

Michael Mincberg

President of Sight Properties as Manager of MJRE, LLC

BOUNDARY DESCRIPTION AND JUSTIFICATION

Boundary Description

The South 130.07 feet of Lots 1 through 15, inclusive of Block "B" of Bartlett Court as recorded in Pinellas County Plat Book 5, pg. 88 of the Public Records of Pinellas County, Florida, together with that part of the vacated ally running North and South through block "B," Bartlett Court, commencing at Tenth Avenue North and proceeding to a point 15 feet South of the North line of lots 8 and lost 9 in said Block "B."

Boundary Justification

This boundary includes all the land purchased by MJRE LLC as part of the "Euclid School" project. It includes the original 1924 brick school building, walkway, and schoolyard. It does not include the historic wood-framed annex buildings located at the rear of the former school site that is not owned by MJRE LLC.

PHYSICAL DESCRIPTION

Summary

Euclid Elementary School consists of a 13,092 sq. ft., two-story brick masonry vernacular structure constructed with materials, engineering methods, and architectural designs typical of this era for commercial and public buildings throughout Florida. Built at the height of the St. Petersburg land boom, the school sits on a two-acre tract of land in a historic residential neighborhood of St. Petersburg, Florida. Alterations to the exterior historic appearance of this buildings is minimal.

Setting

The school is located in a residential 1920s era neighborhood that is composed largely of detached, one story, frame single family houses in the Craftsman and vernacular styles typical of this period. Streets are red brick, sidewalks are hex-block or concrete slab, and mature trees canopy the neighborhood. Adjacent to the school on the Southwest corner of 10th Ave. and 10th St. N. is the 1920s red brick Euclid Church of Christ, now the Iglesia de Dios "Vida Nueva". The neighborhood is a potential historic district based on its age and high ratio of intact historic residential structures. The church was designated a city historic landmark (HPC #04-01) in 2004.

Building

The 1924-1925 brick school is a 13,092 sq. ft. (6,546 sq. ft. base) "U-shaped", two-story, red brick (with white mortar joints) building constructed approximately 6" above grade on a continuous concrete footing and foundation slab. The first floor is finished in terrazzo. The building is approximately 146' long (E to W) and 60' wide (N to S). It has an intersecting gable roof covered in composition shingles that projects about 12" with metal gutters and downspouts. The roof is supported by a metal truss and purlin system. The end wings have a higher pitched roof than the central section. Several interior metal chimney flues project from the roof. Visible ornamental rafter tails are apparent under the removed aluminum soffits.

Figure 1 Ornamental rafter tails

Figure 2 Austrel window

The unique windows throughout the school are remarkably intact, operational, large wooden 12/12 pivoting austrel windows with concrete window sills. The main facade or southern side is composed of a central block of 11 bays with a one-story projecting entrance portico (10' wide) occupying the central bay. The portico is trimmed in cast concrete moldings and a concrete escutcheon above the doorway that bears the date 1924. The flanking bays of the first floor are arched openings at the first floor level forming an arcade. This arcade was enclosed in the 1950s by a slightly recessed wall finished in concrete stucco that in each archway contains one window of metal DHS 1/1. The corresponding second floor bays contain large rectangular 12/12 austrel windows. The 22' wide gable ends of the wings of the main facade project 20' and

have no openings on the south facade. They are both ornamented at the roof line by three small ornamental brick ventilator holes and at the ground level by a cast terra cotta wall fountain with a semi-circular basin and above it a dolphin water spout sculpture attached to the wall. A beige and tan ornamental tile panel surrounds the fountain (the western fountain basin and dolphin are broken).

A 1920s era poured in place concrete walkway leads from the front door to the 10th St. sidewalk. The eastern and western facades are mirror images and each consists of 8 bays of wood, 12/12 austrel pivoting windows, except for the first floor northernmost bay which has a door. The northern or rear facade closely resembles the front, except that the gable ends of the wings only project 2' and the central entrance doorway is flush with the wall and more simple in cast concrete details. The two gable ends at ground level have ceramic drinking fountains with a surrounding rectangular shaped panel of beige and tan ornamental tiles.

This building has minimal modern exterior additions and alterations to its original fabric; a metal fire escape (1975) located on the western end of the front (south) facade, an AC wall unit opening cut into the eastern wing of the front facade, minor mortar joint repairs, the alteration and or covering of windows' upper sashes with plywood panels and AC units on all four facades of the building.

The interior fabric retains remarkable integrity. Original floor plans have not been altered. The original classroom doors with transoms above are mostly intact as are many of the blackboards and school cabinetry. Wrought iron balustrades surround the stairs and ornamental tile and cast concrete ornaments adorn the entrance. The heart pine floors are extant under the carpet.

Integrity

The Euclid Elementary School retains a high level of integrity of its original fabric and appearance with only modest alterations. These alterations are minor in scale and can be reversed cost effectively either via removal of alterations or replacement of missing original features.

Historical Context

St. Petersburg originated with the purchase of land by John C. Williams in 1876 and the arrival of the Orange Belt Railroad in 1888. Orange Belt owner, Peter Demens, built the narrow gauge railroad to connect to land situated on the eastern edge of the Pinellas peninsula owned by John C. Williams. The first train arrived in June 1888 to a settlement with little more than a store and a few residences. Demens and Williams collaborated in their plans to build a new community around the terminus of the railroad, complete with a park, depot, and hotel. In exchange for naming the city after Demens' birthplace, St. Petersburg, Russia, the hotel was named after Williams' hometown,

Detroit, Michigan. Prepared by Engineer A.L. Hunt and Draftsman G.A. Miller in August 1888, the Map of the Town of St. Petersburg was officially filed in April 1889 and revised in October 1889 (Arsenault 1996, 64, 81-82; Grismer 1948, 68, 74, 271-72; Pinellas County Clerk of Circuit Court, Plat Book H1, Pages 27 and 49).

Utilizing Dr. Van Bibber's endorsement of the Pinellas peninsula as the perfect location for a "Health City" at the 1885 annual convention of the American Medical Association, efforts to promote settlement gained momentum. The Orange Belt Railway offered seaside excursions to St. Petersburg in 1889. These excursions were one of the first concentrated efforts by the community and the development company to attract tourists (Arsenault 1996, 62; Grismer 1948, 70, 97, 111).

Although the railroad failed to capitalize on Dr. Van Bibber's endorsement, residents and developers seized the opportunity for publicity. Frank Davis, a prominent publisher from Philadelphia who arrived in Florida to alleviate his own health problems, utilized the endorsement to heavily promote the benefits of St. Petersburg. Davis, along with other new residents including *St. Petersburg Times* editor William Straub and *St. Petersburg Evening Independent* editor Lew Brown, tirelessly promoted the community during the late 1800s and early 1900s (Arsenault 1996, 82-85). By 1890, the population grew from less than 50 prior to the arrival of the railroad to 273 residents with two hotels, two ice plants, two churches, a school, a pier, and a sawmill to serve the community.

Following the incorporation of the city in 1892, utility services, including telephone, electric service, and public water, were introduced in the community. A severe freeze which destroyed the citrus groves throughout north and central Florida during the winter of 1894-95 prompted many farmers to relocate to coastal areas, such as St. Petersburg, which did not experience a freeze as severe. Although the economy remained largely dependent on commercial fishing, tourism from winter visitors quickly grew in importance (Arsenault 1996, 52-64, 81-82).

During the early 1900s, the creation of St. Petersburg's waterfront park system, the incorporation of a trolley system, and the construction of the Electric Pier drew additional tourists and new residents to the area (Arsenault 1996, 87-89).

Largely through the efforts of city boosters to attract businesses and residents, developers such as H. Walter Fuller, Noel Mitchell, Charles Hall, Charles Roser, and C. Perry Snell triggered the city's first real estate land boom from 1909 to the start of World War I (Arsenault 1996, 136).

The year 1920 saw the U.S. economy recover from a brief postwar depression. Tourism to Florida increased dramatically and this triggered the construction of about 2,000 new hotel rooms in St. Petersburg between 1920 and 1925 (Fuller, Walter P, *St. Petersburg and its People* (1972) 159). In addition the city saw a dramatic increase in new apartment buildings and the conversion of existing homes into boarding houses that

also provided many new beds for visitors. This boom in tourism created new jobs and pumped money into the local economy. In 1920 city bank deposits were $5,928,000, by 1925 they soared to $46,187,000. City property tax collections went from $1,303,000 in 1923 to $4,270,000 in 1927 (Fuller, 1972; 178-9). The 1920 federal census lists a population of 14,237. By 1930, it had grown to 40,425 (Fuller, 1972; 179). The population at the height of the boom in 1925-26 was much higher and estimates vary from 60,000 to 80,000 depending on which source is consulted.

Historians dispute the cause of the boom's collapse in 1926. Some believe that the National Investment Bankers convention in St. Petersburg in December 1925 scared the influential visitors to this city when they witnessed firsthand the wild speculation and over-building. Others cite the ongoing 1925-26 railroad companies' embargo of construction materials to Florida because it had gridlocked their rail lines. However, all historians agree that the devastating hurricane of 1926 that destroyed much of Miami was the final blow to the 1920s Florida Land Boom. Walter Fuller, a major St. Petersburg developer, said bluntly that the boom ended "because we ran out of suckers" (Fuller, 1972; 176).

The real estate crash did not hamper tourism which remained strong until the onset of the Great Depression in 1930. However, there was a mass exodus of unemployed real estate agents and construction workers who left in droves starting in late 1926. The deterioration of the local economy, especially after 1930 kept the population of the city curtailed until the late 1940s. Abandoned houses were a common sight throughout the city and many remained empty until they were sold at the tax deed auctions of the late 1940s.

The land boom's sudden influx of new residents caused a rapid increase in the local student population. In 1920, Pinellas County had 5,429 public school students and in 1927, it had 19,000 (Costrini, Patricia, ed., *A Tradition of Excellence, Pinellas County Schools* 1912-1987 (1987) p. 20). St. Petersburg launched an ambitious school construction program in 1923. By 1928, twenty new schools had been constructed. The master plan for these new schools was devised by Captain George M. Lynch the city's superintendent for schools. He wisely chose school sites that would accommodate the needs of the city's quickly growing suburbs, initiating the concept of neighborhood schools in St. Petersburg. Many critics at the time complained that the new schools were on the edge of town, but those living in the new suburbs were delighted.

The first of these was Pasadena Elementary School built in 1922-3. The next was the St. Petersburg Junior High School (now Tomlinson) on Mirror Lake Dr. designed by Ittner & Co. in 1924. Also in 1924, three more elementary schools were erected; Childs Park, expansion of Harris, and Forest Hills which cost $24,682. During 1925, six more elementary schools were built in all parts of St. Petersburg. The first of this group was Euclid, followed by Jordan, Norwood, Lakewood, Coffee Pot, and West Central. In 1926, school construction continued with the new St. Petersburg High School on Fifth Avenue North, Disston Junior High, and Woodlawn Elementary School. Gibbs High

School, Lakeview Elementary, Southside Junior High, Lealman Junior High, Rio Vista Elementary, and Mount Vernon Elementary followed in 1927 (1926-31) (Fuller, 1972: 330-3).

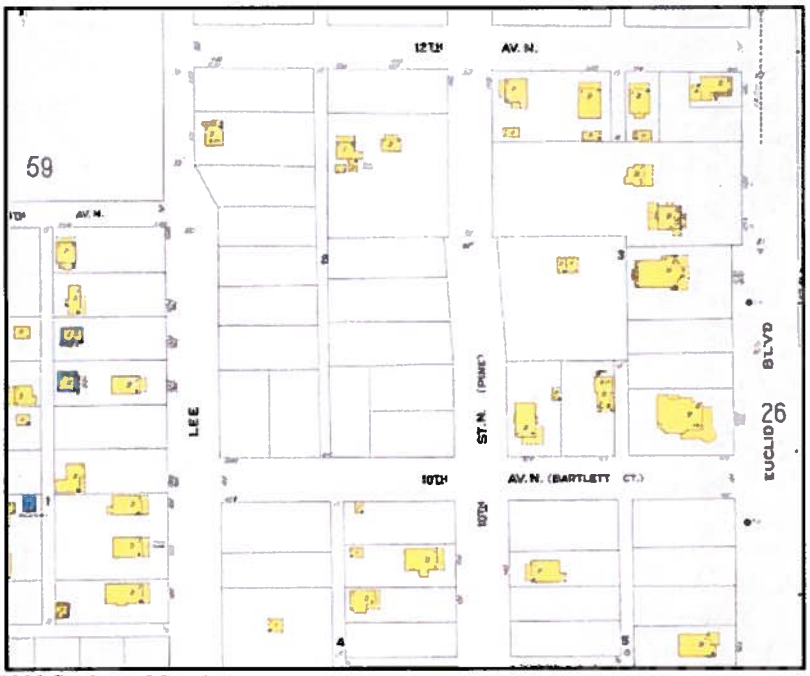
During this period existing or newly built schools were enlarged to accommodate more students. Despite the near collapse of the local economy in 1926, the school building program continued. Bond issue monies for the school system had been approved by voters and many politicians and citizens hoped that the real estate "crash" was merely a temporary condition that would soon reverse itself.

However, the rush to finance and build so many buildings left many schools partially unfinished and inadequately furnished. It was common for PTA groups to raise considerable donations to make their new schools fully functional. St. Petersburg High School, for example, did not get lighting in the building until 1933, bare wires for the fixtures dangled from the ceilings until then (Fuller, 1972: 333).

This frenzied spending spree also left the school board deeply in debt and in 1928, School Board Superintendent Blanton recommended a 10% cut in salaries including his own. In 1929, the St. Petersburg school superintendent position was eliminated and Lynch became the county superintendent. He had a daunting task keeping the school system afloat which he managed heroically. By 1930, school salaries were reduced again and teachers received half their pay in cash and half in scrip (promissory notes). Mt. Vernon Elementary was left unfinished till 1931, and Rio Vista was closed in 1934. In 1933, school board indebtedness was $5.3 million and in 1934, the school year was shortened by several months. On 15 October 1935, Lynch suddenly had a massive stroke at his desk and died. By the late 1930s funds from federal New Deal programs helped school board finances recover from their insolvency (Fuller, 1972: 333).

History of Euclid Elementary School

The land for Euclid School was purchased by the St. Petersburg city school board trustees on 13 March 1924, from Mr. A.T. Bartlett for $35,000. Bartlett claimed that shortly before the sale he was offered $45,000 for the property, but chose to sell it to the school board at a discount as a civic gesture. "It is planned to build a six room school house on the property. This will give the school a larger playground, something lacking in all the other public schools in the city." This land purchase occurred four days before voters went to the polls to decide on the fate of a new school bond issue of $225,000, part of which would fund the construction of the Euclid School (*St. Petersburg Times*, 14 Mar. 1924).



1923 Sanborn Map 1

Almin F. Bartlett (1853-1945) came to St. Petersburg in 1896 and bought a 40 acre orange grove on 9th St. N. for $5,000. He resided there for many years with his family. Bartlett served 8 years on the St. Petersburg school board and 3 years on the Pinellas school board. He was an important figure in the creation of the city's waterfront park system, and Bartlett Park was named in his honor (Grismer, Karl, *The Story of St. Petersburg* (1948) pp. 286-7). The 1924, Polk's City Directory of St. Petersburg lists Bartlett's home address as 1030 Euclid Boulevard N. The school was named for its surrounding neighborhood and Euclid Blvd. (later 9th Street., now Martin Luther King Boulevard) that lies one block to its east.

On 16 July 1924, the Pinellas County School Board awarded the construction contract for the Euclid school to Victor. A. Boeke, a St. Petersburg contractor.

> *The amount of money set for the construction of the school was $35,000 but the plans were such that the bids made by the contractors were above that mark. The conditions which made it possible to offer the bid to Boeke were that he agreed to erect the building after the plans have been changed by the architect, Frank Jonsberg, to conform with his bid on a school to cost that amount* (*Evening Independent,* 16 July 1924).

The same news article also mentioned that the contract for the "new Negro school" on 10th Avenue S. could not be let because supervisor Blanton was out of town. The construction contract for the school was eventually let on 10 Sept. 1924, to Victor A. Boeke for $35,000. The architect is not mentioned in the news story, but it says, "The plans show this will be a very handsome building, in fact, it will be practically a duplicate of the Euclid school" (*Evening Independent,* 10 Sept. 1924).

A comparison of the plans and elevations of the two schools shows that they are virtual duplicates, however exterior ornamental details were eliminated from the facades of Jordan Elementary school. It is very likely that Jonsberg was the architect of Jordan. Several other St. Petersburg public schools built during this period are also similar in plan and style to Jordan and Euclid. These include Lakewood Elementary built in 1925 (demolished) and which was according to the St. Petersburg Times, "similar in every detail to the Euclid school, which was built by Franklin Mason" (*St. Petersburg Times,* 5 Sept. 1925), Gibbs High School built in 1925-6 (demolished), West Central Elementary built 1925 (demolished) and Rio Vista Elementary built in 1926 (demolished). No evidence of the architects of these buildings has been discovered, but it is likely that they are all derived from a master plan. It is possible that the concept was supplied by the Ittner Company who were employed by the city school board at this time, or perhaps Jonsberg as the master architect. The 1926-7 Sixteenth Street (Woodlawn) Elementary school is known to be the design of Jonsberg (see below) and it shares the same basic plan and aesthetic of these said schools and harks back to Euclid in its plan and ground floor arcade on the front facade.

> *Add Story to School House - Victor Boeke who erected the two high school buildings and made extensive alterations to the central grammar school last summer is in charge of the construction job at the Euclid school. The school which was started in early Fall was to be a one story structure, with the first story completed several weeks ago with six classrooms, a decision was made to build a second floor.* (*Evening Independent*, 25 Nov. 1924).

The second floor addition would bring the number of classrooms to 12. On 24 September 1925, a building permit for the construction of a $5,000 frame, five-room annex building on the rear of the school site was issued. The property card also notes

that the first building permit for the school (one-story version) was on 9 Sep. 1924, for $35,000 and the second permit (second-story addition) was on 3 Feb. 1925 with an estimated cost $35,0000 (City of St. Petersburg Property Card, 1015 10th Avenue. N.).

The local papers wildly covered the construction of the new school buildings trumpeting the great cost to taxpayers. "Three new grade schools to be dedicated on September 28 [1925], the buildings built at a cost of almost $300,000 part of the 1 million dollar bond issue of earlier this year" (*St. Petersburg Times,* 5 Sept. 1925).

In December of 1925, enrollment at Euclid school was an average of 485 pupils with 35 to a classroom and noting that "very few pupils are tourists." The majority of the students were either permanent residents or recently arrived new residents renting in the area. From the beginning the classrooms were full with about 35 students per class and all classes with the exception of geography held indoors. According to the *St. Petersburg Times*, the fourth grade geography class was held in the yard with plans and maps drawn in the sand (*St. Petersburg Times*, 27 Dec. 1925).

A few months later by the spring of 1926, attendance at Euclid school had grown to 529 students (*St. Petersburg Times,* 4 Apr. 1926). By late December 1926 Euclid school had 537 students enrolled in a building with a capacity of 480 and a five room frame annex. (*St. Petersburg Times*, 30 Dec. 1926). By spring of 1927 Euclid was 150 children over its capacity with overflow classes for older children held in the frame annex. The kindergarten classes had to be abandoned due to lack of room (*St. Petersburg Times*, 4 Apr. 1927). However, by the late 1920s overcrowding at Euclid and all the other county schools vanished, no new public schools were built until after World War II. Demographic shifts of students to new suburban areas of the city and county from the late 1940s onward led to a new wave of school construction in that period. These new schools solved the problem of overcrowding at the older inner city schools for several decades.

During the late 1950s, student enrollment at Euclid continued to decline. The Pinellas School Board considered closing the school and transferring students to nearby Woodlawn several times before taking final action in 1963 (*St. Petersburg Times*, 29

Mar. 1963 and 14 Jun. 1963). From 1963-1967 the school building was used as a storage facility, housing the school system's film library and excess furniture (*St. Petersburg Times*, 4 Dec. 1966) In 1967 Euclid school was reopened as the Euclid Center which served as a special education school.

From 1968 until 1970, Euclid School was the scene of a number of protests and boycotts caused by feeble attempts at school desegregation. Local Civil Rights leaders were outraged when approximately 100 black students were transferred from Woodlawn Elementary School to the special education program at Euclid because they had been singled out by IQ tests and were then deemed special needs students. The NAACP claimed that this was done under pressure from white parents of Woodlawn students. Allegations from unidentified teachers at Woodlawn agreed with this hypothesis (*Evening Independent*, 26 May 1969 and 27 May 1969).

In the fall of 1969, the special education program at Euclid was halted by the school board and it reverted to an elementary school (*St. Petersburg Times*, 24 Jun. 1969). However, parents of African-American students and the local chapter of the NAACP protested conditions at the school and demanded improvements. Of particular concern was student safety on streets or crosswalks near the school, lack of screens or guardrails on second story windows, and the absence of a cafeteria (*St. Petersburg Times*, 7 Jun. 1969).

By October of 1969, parents were angered because their demands for school improvements were not met and began a boycott of Euclid School keeping 150 out of 220 students out of class. The school board was not sensitive to the demands of the parents. "'I don't think that the NAACP leadership knows what it wants,' said Dr. Charles Crist, a school board member. He continued, 'When Euclid was a special education center, NAACP president I. W. Williams wrote that it should be closed for special education and re-opened as an elementary school. Well, we did that and now they don't want it, so I don't really know what they want'" (*St. Petersburg Times*, 3 Oct. 1969). The boycott of the school lasted three days and during this time the absent children were educated at "freedom schools" taught by parents and volunteers from Florida Presbyterian College. The School Board threatened to jail the parents for violation of the state's compulsory education law. However, the boycotting parents claimed to be unfazed by the threat of jail time. The boycott ended with minor concessions from the school board. School zone signs were installed and the clinic was expanded, but a kitchen was not added and school meals continued to be delivered from St. Petersburg High School (*Evening Independent*, 6 October 1969).

In 1976, the kindergarten was closed (*Evening Independent,* 2 Aug. 1976), but the school gained a Head Start program in 1978 (*Evening Independent,* 25 Mar. 1978). After its closure as an elementary school the building became Euclid Exceptional Education Center. During the 1990s until approximately 2002 it served as Euclid Center, a multi-cultural resources center and as Euclid Student Services, a student service and support center.

From 2005 to 2009 plans were devised by a real estate developer to transform the vacant Euclid school into a residential "affordable housing" development. This plan sponsored by the Downtown St. Petersburg Partnership proposed that the potential 27 townhouses of the project could be sold to local school teachers at a subsidized cost of $120,000. The school and its property in 2006 were valued at $1.5 million (*St. Petersburg Times*, 18 Nov. 2008). The Euclid school property was sold on 24 Oct. 2013, by the Pinellas County School Board to Bayou Partners LLC of Tampa, Fl for $500,000 (Pinellas County, FL, Deed Book 18204, p.980).

The Architect, Frank F. Jonsberg (1872 -1934)

Frank F. Jonsberg was a graduate of MIT who worked for many years as an architect in Massachusetts. On 16 Sep. 1898, Jonsberg of Cambridge married Miss Bertha May Bellamy of Arlington (*Cambridge Chronicle,* 17 Sep. 1898, 4). He joined the firm of Ritchie & Parsons Co. of Boston at its formation in 1909. This firm designed many important buildings in Boston and the Northeast until the 1950s, the most notable being the Boston Sanitarium, the Boston Police Department Headquarters, and Stockbridge Hall on the University of Massachusetts campus. In February 1919, Jonsberg was awarded the contract in Chelsea, Massachusetts to build a one story brick, steel, and concrete foundry and machine shop for the Griffin Wheel Company to cost approximately $300,000 (*Engineering News-Record*, 27 Feb. 1919, 101).

Jonsberg moved to St. Petersburg circa 1919, after suffering a fall that resulted in partial paralysis while supervising a construction job in Boston (*Evening Independent*, 15 Jun. 1934, 1). Jonsberg first appears in the local city directory in 1922, residing at 719 Sixth Street. N. By 1924 he and his family were living at 715 13th Avenue NE where they remained until the 1930s (Polk, R. L., *St. Petersburg City Directory*, 1916 to 1935, passim).

In 1920, Jonsberg was the architect for what was likely an extension to Augusta Memorial (later Mound Park), the city's public hospital, "St. Petersburg, Fl., Hospital, will receive bids for 2 and 3 story building 35' X 100', F.F. Jonsberg, 16 Central St., Boston, architect-engineer" (*Engineering News- Record,* 8 Jul. 1920, 25). In December of 1920, James P. Williamson hired Jonsberg to design a new two story building, an arcade on the first floor and rental rooms above, for his newly purchased land at 526 Central Avenue (*St. Petersburg Times,* 1 Jan. 1921).

On 9 June 1921 Jonsberg was granted a Florida architect license (Report of Secretary of State of Florida 1921-2, 32). In June of the same year, Jonsberg and his wife left St. Petersburg to spend the summer in Hyannis, Massachusetts. The *St. Petersburg Times* indicated that he had a flourishing career, "the office of Ritchie and Jonsberg architects of this city has continually been busy this summer due to building activities. The office is a branch of the Boston office of the same name" (*St. Petersburg Times,* 28 Jun. 1921).

On 6 Aug. 1921, a notice appeared in the St. Petersburg Times announcing that Jonsberg was retiring, "A change in the architectural firm of Ritchie & Jonsberg is announced through the retirement from active work of Frank L. Jonesburg (sic). The new firm's name is Ritchie & Taylor, Henry L. Taylor is in charge of the St. Petersburg office..." (*St. Petersburg Times* 6 Aug. 1921, 3). The 1922 City Directory lists Taylor as an architect and manager of Ritchie, Parson, & Taylor.

Henry L. Taylor (b. 1884, d. Arlington, VA, 29 Dec. 1958) was a partner in the firm of Ritchie and Roy W. Wakeling AIA. Both moved to St. Petersburg in 1921 to work in the local office. Taylor was granted Florida architect license #180 on 19 Aug. 1921 (Report of Secretary of State of State of Florida 1921-2, p. 33). Taylor, Wakeling, and Jonsberg would collaborate on building projects together through the 1920s.

Wakeling specialized in residential design; his earliest important projects were the 1925 Mediterranean Revival style Walter P. Fuller estate on the 400 block of Park Street N (demolished 1960s) and the Tudor Revival house at 27th Avenue and Park Street N, St. Petersburg (Personal communication from Walter P. Fuller to Howard Hansen, ca. 1960s). Wakeling would build many of the 1920s luxury homes in Clearwater and Belleair, the most notable being "Spottiswoode," the 1929- 31 Donald Roebling estate at Harbor Oaks, Clearwater (Mudano, Connie, National Register nomination for "Spottiswoode" and Wakeling obituary "St. Petersburg Times" 11 Mar. 1971, p. 15B). Wakeling in 1930 was listed in the St. Petersburg City Directory as a partner in the firm of Jonsberg & Wakeling.

During 1922, Jonsberg designed the new Pasadena Elementary School, a one-story masonry building clad in stucco in the Mediterranean Revival style, containing three classrooms and an office with the cost of $8,740 (Costrini, Patricia, ed., A Tradition of Excellence, Pinellas County Schools 1912- 1987, 183). In December 1922, Jonsberg pulled a permit "to erect a fine two story brick residence on 13th Avenue east of Beach Drive that will cost $8,000 (*Evening Independent,* 15 December 1922). This was likely his personal residence.

Jonsberg's first known major project in St. Petersburg was the 1922-23 construction of the million-dollar Hotel Mason, now known as the Princess Martha Hotel. Jonsberg, although "retired," worked as the supervising architect-engineer on the Mason Hotel. According to a December 1923 article in the St. Petersburg Times, Jonsberg was not the original designer of the hotel, but was retained early in the project by the bondholders and responsible for completing the designs and managing the construction. His former partner, James H. Ritchie of Boston, assisted Jonsberg in the project (*St. Petersburg Times,* 30 Dec. 1923). In late 1923, Jonsberg designed the large addition to the Central National Bank Building on the 400 block of Central Avenue (*Evening Independent*, 1 Nov. 1923).

Between 1923 and 1929 Jonsberg was engaged with the construction of schools for the city's Board of Education. These schools were: Pasadena Elementary 1922-23, Euclid Elementary 1924-25, possibly Jordan Elementary 1924-25, and Woodlawn Elementary 1927. It is likely that he also designed several other public schools of this era in the city. Jonsberg was site supervisor for Ittner & Co. on the construction of the Junior High School (now Tomlinson) on Mirror Lake Drive N. in 1924.

During 1925, Jonsberg was site supervisor for Henry Cunningham AIA on the construction of the Dennis Hotel (HPC #93-02). During the summer of 1924, Jonsberg was also busy supervising a major addition to the Belleview Hotel in Belleair that was designed by Ritchie, Parsons, and Taylor of Boston with Franklin Mason as the contractor (*Evening Independent,* 20 Jun. 1924). In 1924-25, Jonsberg worked with Taylor and Wakeling on the design of the Jungle Country Club Hotel and the Jungle Prado. He designed the Hernando County High School in Brooksville in 1925.

Jonsberg designed the St. Petersburg Women's Club on Snell Isle in 1929-30 (HPC #88-03). In April of 1927, he was busy rebuilding the Central National Bank located at Central Avenue and 4th Street (*St. Petersburg Times,* 19 Apr. 1927). In June of 1927, Jonsberg was selected as architect of "the new home for elderly people announced by the Masonic Home board of trustees... it will contain 50 rooms, dining room, and hospital facilities" (*St. Petersburg Times,* 4 Jun. 1927).

In 1927 Jonsberg was the architect of Sixteenth Street (now Woodlawn) Elementary School, "Public Notice; sealed bids for the construction of the 16th Street school will be accepted at this office till 10 a.m. August 17 ...plans available at the office of Frank F. Jonsberg in the Central National Bank building" (*Evening Independent,* 1 Aug. 1927). In August 1929, Jonsberg & Wakeling submitted plans for an addition to the Harris Elementary School (*Evening Independent* 14 Aug. 1929, p. 6).

In addition to his busy career as an architect, Jonsberg was also deeply involved with city planning and zoning issues for the City of St. Petersburg. He served on the City Planning Board for many years, and was past president of the Rotary Club and the Art Club (*Evening Independent*, 15 Jun. 1934, p. 1A).

The Contractor, Victor A. Boeke (ca. 1885-1956)

Victor A. Boeke was the son of Frederick Boeke, a German immigrant who came to St. Louis, Missouri, in the early 1880s. In 1887, he formed a partnership with Victor Klutho, also a German immigrant. During the 1890s, the firm of Klutho & Boeke was listed in St. Louis city directories as architects, contractors, and builders (St. Louis Urban Planning Agency, website, historical data regarding St. Francis de Sales Church). In 1919, the firm was known as Boeke & Son, General Contractors in a construction bond (*Southwestern Reporter*, vol. 214, p. 372).

Victor Boeke and his wife, Anna, first appear in St. Petersburg in 1922, in the city directory listed as a contractor residing at 525 Kinyon Street. By 1924, he had moved to a new residence at 1145 24th Avenue N. where he remained until 1926 (Polk, R. L., St. Petersburg City Directory, 1922 to 1926).

In 1921, Boeke was the contractor for a $13,000 stucco over hollow tile home for Charles C. Carr, co-owner of the *St. Petersburg Times*, at 675 9th Avenue S., designed by Ritchie & Jonsberg, architects (demolished) (*Manufacturers Record,* 9 Jun. 1921, p. 107). In 1922, he was the contractor for the Trinity Lutheran Church at 5th Street and 4th Avenue N., a $60,000 Gothic Revival style building of hollow tile faced with brick (*Manufacturers Record,* 7 Sep. 1922, p. 112). He was the contractor in 1923, of a $25,000 "palatial Italian style" house, designed by architect Henry L. Taylor and located at 1400 Beach Drive NE, that was built for Dr. R. L. Wylie, a retired St. Louis physician and his wife, Flora (*St. Petersburg Times,* 6 Jan. 1923).

Boeke was the building contractor for the 1924-25 Euclid Elementary School and the 1924-25 Jordan Elementary School (HPC #09-06).

In 1926, he had run into business trouble and was the subject of a lawsuit by Jamin & Jerkins Inc, a large plumbing contractor. The plaintiffs filed a legal action against Victor A. Boeke, defendant stating; "Boeke, a non-resident of the State of Florida, absent 65 days or more, address unknown" (*Evening Independent, 19* Aug. 1926).

By 1939 Boeke was in the St. Louis area working as "superintendent of construction in connection with University P.W.A. Program" (Official Manual, State of Missouri 1939-40). He died in St. Louis, Missouri in Dec. 1956 (Social Security Death Index).

STATEMENT OF SIGNIFICANCE

Summary

Euclid Elementary School is historically significant at a local level as an artifact of the city's 1920s Boom Era expansion of its public education system led by city school superintendent Captain George M. Lynch. The history of this school mirrors the social, demographic, and economic trends that affected public education in St. Petersburg from 1924 onward. The school is architecturally significant at a local level as a well preserved example of the work of Frank F. Jonsberg one of the city's most important early architects and Victor A. Boeke one of the city's most skilled building contractors of the 1920s Land Boom era.

Significance

Community Planning and Development

Euclid Elementary School meets the following criteria for designation of a property found in Section 16.30.070.025(d) of the City of St. Petersburg Code:

> (1) Its value as a significant reminder of the cultural or archaeological heritage of the city, state, or nation.

Euclid School is a well preserved 1920s Florida Land Boom Era school building. In order to accommodate a rapidly growing population of St. Petersburg, the school was built as part of a comprehensive school building campaign.

Social History/Education

Euclid Elementary School meets the following criteria for designation of a property found in Section 16.30.070.025(d) of the City of St. Petersburg Code:

> (1) Its value as a significant reminder of the cultural or archaeological heritage of the city, state, or nation.

Euclid School is a well-preserved example of a 1920s Florida Land Boom Era school building, one of several built in St. Petersburg to accommodate the rapidly growing population.

Architecture

It meets the following criteria for designation of a property found in Section 16.30.070.025(d) of the City of St. Petersburg Code:

> (4) It is identified as the work of a master builder, designer or architect whose individual work has influenced the development of the City, state, or nation.
>
> (5) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

The school building is the work of architect Jonsberg and building contractor Boeke. Both Jonsberg and Boeke are masters in the design and construction field and their work has influenced the architectural development of St. Petersburg. Jonsberg is responsible for several major buildings in St. Petersburg including the Princess Martha Hotel (Mason Hotel), St. Petersburg Women's Club, Central National Bank and Pasadena, Jordan, and Woodlawn schools. Boeke is responsible for the construction of many fine residences, many schools, and the Trinity Lutheran Church.

The Euclid School designed in the functional masonry vernacular with some Mediterranean Revival features is an excellent and well-preserved example of an early 1920s boom era school, built at a time when schools were designed to be both functional and beautiful.

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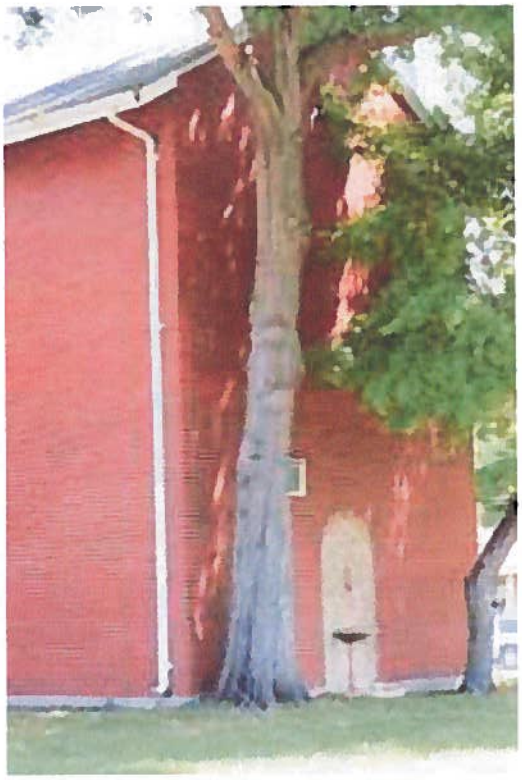
Euclid School Photos

Front – South façade from SE corner

West facade

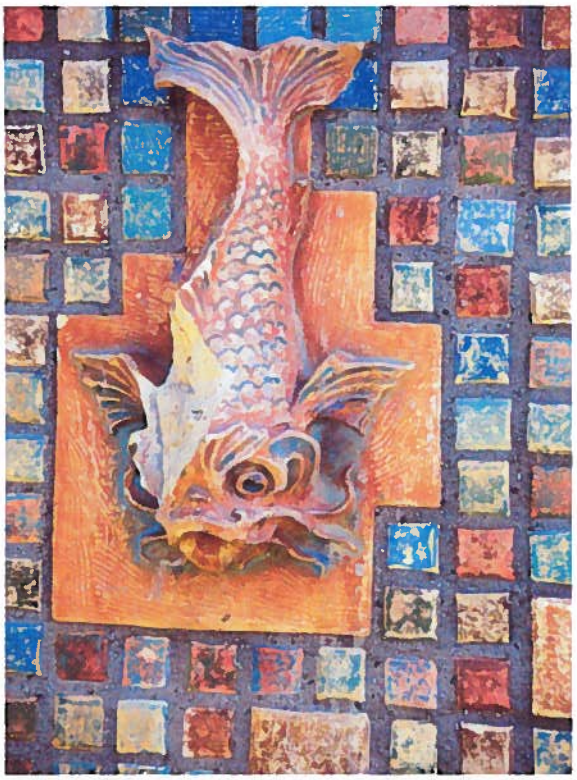
Southwest facade

Front, Main Entrance



Southeast façade

fountain on South façade



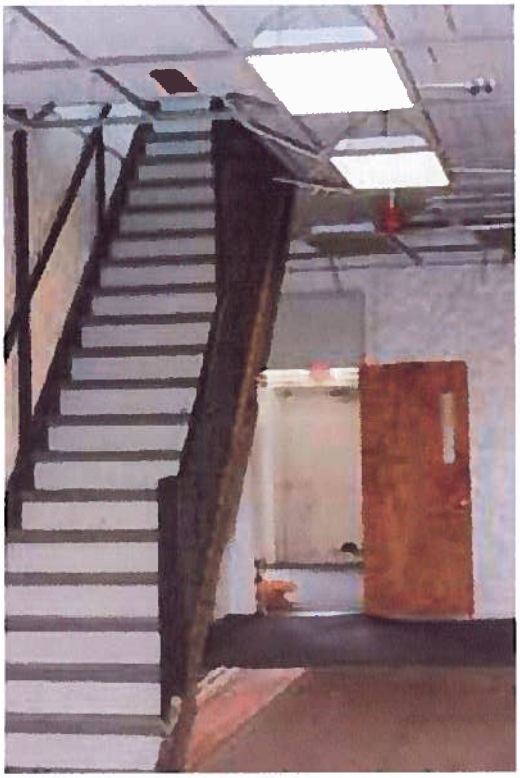
fountain detail

entrance detail

Interior ornament detail

Austrel windows

Interior cabinetry



Interior Stair

Interior transom and door

MEMORANDUM
CITY OF ST. PETERSBURG

To: Honorable Chairman Dudley and Members of City Council

From: Mayor Rick Kriseman

Date: August 22, 2014

Subject: **First Reading of FY15 Tentative Budget Appropriations Ordinance and Report of Changes from the Recommended Budget**

Background: This report provides material for adoption of the tentative budget for FY15 and contains material related to the Public Hearing scheduled for September 4, 2014 at 6:00 PM in City Council Chamber. At that hearing, staff will present the first reading of the FY15 Appropriations Ordinance and certain material that is statutorily required to comply with the "Truth in Millage" (TRIM) law. Final action on the FY15 budget is scheduled to take place at the conclusion of the second Public Hearing scheduled for September 18, 2014.

Explanation: The Recommended Budget for FY15 was submitted to City Council on July 1, 2014. In accordance with statutory requirements, two public hearings have been scheduled (September 4th and September 18th) to solicit public input on the proposed FY15 Budget. Additionally, City Council voted to hold a Committee of the Whole (COW) meeting on August 28, 2014 to discuss the Fiscal Year 2015 Budget. In preparation for the COW meeting and the first public hearing, this report conveys the following material:

• Agenda for the September 4th Public Hearing - providing statutory requirements	Attachment A
• Listing and description of all substantive changes made to both projected revenues and anticipated expenditures for FY15 since submission of the Recommended Budget on July 1.	Attachment B
• Resolution which adopts the tentative millage rate of 6.7700 mills	Attachment C
• Proposed Budget/Appropriations Ordinance	Attachment D
• Resolution which adopts the tentative budget at the first Public Hearing	Attachment E

Adoption of Tentative Millage and Rolled Back Rate

The proposed aggregate millage rate adopted by City Council on July 24, 2014 was 6.7700 mills. The Recommended FY15 Budget included that proposed millage rate of 6.7700 which represents a 7.05% increase from the rolled back rate of 6.3240 mills. The rolled back rate is the rate that will generate the same amount of revenue as the prior year given the current assessed property values (with exclusions provided by State Statute including new construction, newly annexed properties, etc.). City policy provides that ad valorem revenue will be estimated at 96% to allow for early payment discounts, uncollectibles, and value adjustment board revisions.

The proposed millage rate of 6.7700, which provides ad valorem revenue of $88.261 million, along with the times and dates for the public hearings are advertised by the Pinellas County Property Appraiser via TRIM notices mailed to all property owners. Revenues and expenditures are detailed in the Recap of Changes (Attachment B). At this first meeting, Council will adopt the tentative millage rate, which cannot exceed the advertised millage rate of 6.7700 without taxpayer notification by mail, at the city's expense (s. 200.065(2)(d), F.S.). Council, can however, reduce the millage rate from the 6.7700 provided in the TRIM notices without additional notification or expense.

Council will also be asked to approve changes to the Recommended Budget which have occurred subsequent to July 1, 2014 and approve the FY15 Tentative Budget which includes these changes. State Statutes require a very specific format for the adoption process which is provided in the Agenda shown in Attachment A.

General Information

Several important points may be helpful to Council members in reviewing the attached material. First, the proposed ordinance sets appropriation levels for the General Fund, Special Revenue Funds, Enterprise Funds, Debt Service Funds, and for transfers between funds. It appropriates all Capital Project Funds for FY15, as provided for in the Recommended Capital Improvement Program. Additionally, the ordinance sets appropriations for Dependent Special Districts and establishes authorization levels for each of the City's Internal Service Funds. For Internal Service funds only the portion of funding provided from fund balance or other external funding sources to partially offset operational cost (if any) is included in the appropriation. The remaining portion of the Internal Service Funds does not require formal appropriations inasmuch as they are funded through charges to those departments which use their services. Setting an authorization level allows Council to establish a funding level for each internal service operation while avoiding duplicate appropriations.

Subsequent to development of the Recommended Budget, staff has continued to monitor revenue sources and evaluate both departmental budget requests and expenditure needs. As a result, changes are proposed in many funds. A summary of all of the changes are shown on the attached "Recap of Changes in the Recommended Budget for the Proposed Ordinance," Attachment B.

Recommendation/Action Required

It is recommended that City Council adopt the tentative millage rate of 6.7700 according to F.S. 200.065 and then approve the tentative FY15 Budget/Appropriations Ordinance on first reading. It is further recommended that City Council approve the resolution adopting the recommended budget appropriations ordinance as the tentative budget for the City of St. Petersburg for fiscal year ending September 30, 2015. Final action on the FY15 budget will occur at the conclusion of the September 18th Public Hearing.

ATTACHMENT A

FIRST PUBLIC HEARING ON THE FISCAL YEAR 2015 MILLAGE RATE and BUDGET
CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber
St. Petersburg City Hall
Thursday, September 4, 2014
6:00 P.M.

AGENDA

1.	Call to Order; Announcement of Purpose of Hearing; Opening of Public Hearing.	**Honorable Chair William Dudley**	Announce Purpose: **Public Hearing on the tentative budget, the proposed millage rate and the Mayor's RECOMMENDED BUDGET as the Budget/Appropriations Ordinance for Fiscal Year 2015.** Start the Public Hearing.
2.	First Reading of Budget/ Appropriations Ordinance Title.	City Clerk	Read title of Budget/ Appropriations Ordinance.
3.	Introductory Remarks	Mayor Rick Kriseman	General remarks.
4.	Presentation on the Tentative FY 2015 Budget and Rolled Back Rate.	Budget Director Tom Greene	Brief power point presentation. First substantive issue to be discussed is percent increase, **if any**, in millage over the rolled-back rate necessary to fund the Mayor's RECOMMENDED BUDGET...The proposed millage is 6.7700. **This rate represents an increase of 7.05% over the rolled back rate of 6.3240** *FS 200.065 (2) (e)*
5.	Receipt of Public Testimony	Mayor and Council	The general public shall be allowed to speak and ask questions prior to the adoption of the tentative millage rate and tentative budget by City Council. *FS 200.065(2) (e)*
6.		**Honorable Chair William Dudley**	***Close public comment portion of the hearing***
7.	Council Comments and Discussion and Adoption of amendments to the **RECOMMENDED BUDGET.**	Mayor and Council	If Council amends the **RECOMMENDED BUDGET** so that there will be a requirement for there to be a **change in the millage go to step 8, otherwise go to step 9.**
8.	Re-compute tentative millage rate **if necessary.**	Budget Staff	Compute proposed millage rate and make changes to resolutions and Ordinance as required. *FS 200.065(2) (e)*

ATTACHMENT A

9.	Announcement of Tentative Millage Rate compared to the Rolled-back rate	**Honorable Chair William Dudley**	**Publicly announce: The tentative millage rate for the City of St. Petersburg is 6.7700 mills which is a 7.05% increase from the rolled back rate of 6.3240 mills.**
10.	Adopt millage resolution.	City Council	**Adopt resolution setting tentative millage rate.** This must be done before adopting tentative budget and must have separate votes. *FS 200.065(d)&(e)*
11.	Adoption by Resolution of the Budget/Appropriations Ordinance as the Tentative Budget	City Council	Adopt Mayor's RECOMMENDED BUDGET (with any amendments that have been approved) as the tentative budget in two steps.
		Honorable Chair William Dudley	**a) Motion to pass the recommended budget appropriations ordinance (as amended if amended) for the City of St. Petersburg fiscal year 2015 on first reading.**
		Honorable Chair William Dudley	**b) Motion to approve resolution adopting the recommended budget appropriations ordinance, as passed on first reading, as the tentative budget for the City of St. Petersburg fiscal year ending September 30, 2015.**
12.	Announcement of Date, Time, and Place of final public hearing	**Honorable Chair William Dudley**	Publicly announce the date, time and place of the final public hearing. **Thursday, September 18, 2014, 6:00 p.m., City Hall.**
13.	Closing of public hearing	**Honorable Chair William Dudley**	Close public hearing on the budget, the millage rate and budget/appropriation ordinance. **Adjourn the public hearing.**

EXCERPTS FROM F.S. 200.065:

Paragraph 2(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the re-computed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph 2(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such

discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget."

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED BUDGET AND PROPOSED BUDGET ORDINANCE

** CHANGES IN REVENUES **

FUND	RECOMMENDED BUDGET	PROPOSED CHANGE	ORDINANCE	REASONS
General Operating Fund				
Property Tax	87,288,005	973,675	88,261,680	The Property Appraiser certification of taxable value was received on July 1st and was higher than the estimate used for the Recommended Budget.
State Shared Revenue	6,254,635	(1,024,635)	5,230,000	This is the net result of changes in the estimate of the amount of state shared revenue that will be received; and also recording the additional revenue in the debt service fund so that it can be used for debt payments.
Fines - Code Enforcement	623,000	400,000	1,023,000	Foreclosure registry program revenue.
Communications Services Tax	11,100,000	(400,000)	10,700,000	The estimated amount of revenue received will be lower.
Parks and Recreation	7,682,224	38,201	7,720,425	This additional revenue results from an increase in grant revenue from JWB of Pinellas County for TASCO center based teen programs ($35,864), as well as, an increase in grant revenue from the Florida Department of Health, Bureau of Childcare Food Programs to provide snacks for children attending after school programs ($2,337).
Pilot/G&A Revenue	25,488,906	(16,783)	25,472,123	Reduction of Golf Courses G&A due to Twin Brooks Closure for renovation May, 2015 - September, 2015.
State Shared Revenue-Half Cent	14,700,000	100,000	14,800,000	The estimated amount of revenue received will be higher.
Transfer from Housing Capital Improvement Fund	68,000	(68,000)	0	The transfer from the Housing CIP will not be needed in FY15.
Total General Fund	**216,309,698**	**2,458**	**216,312,156**	
Other Funds				
Downtown Redevelopment District	10,237,338	(317,506)	9,919,832	The payments to the Tax Increment districts from the city and county changed due to change in values from certification.
Intown West Increment District	703,204	58,589	761,793	
Golf Course Operating	3,741,314	(123,294)	3,618,020	Revenue loss due to closure of Twin Brooks Golf Course for renovation starting May, 2015. The revenue loss is offset by projected reductions in expenditures.
Stadium Debt Service Fund	7,940,187	237,113	8,177,300	The state shared revenue that was planned to go into the General Fund will instead go into the debt service fund to be used to pay debt.
Sports Facility Sales Tax Debt	1,930,640	(1,500,898)	429,742	The transfer from the Pro Sports Facility Special Revenue Fund will be reduced due to the debt refunding.
Water Resources Fund	113,300,510	(777,760)	112,522,750	Change reflects the reduced rate of increase from 5.50% to 4.75% as determined by the FY15 Water Resources Rate Study.
Sanitation Replacement	4,643,000	(1,800,000)	2,843,000	The transfer from the Sanitation operating fund will be reduced.
Total Other Funds	**142,496,193**	**(4,223,756)**	**138,272,437**	

** CHANGES IN REQUIREMENTS **

FUND	RECOMMENDED BUDGET	PROPOSED CHANGE	ORDINANCE	REASONS
General Operating Fund				
Budget & Management (Operations)	886,205	50,000	936,205	These resources will provide funding for the city to engage a series of subject matter experts as grant writing consultants.
City Clerk	1,186,837	25,000	1,211,837	This is to provide funds for new furniture in the Clerk's Office.
Codes Compliance	2,777,242	400,000	3,177,242	Foreclosure registry program services, expense offset by registration fees.

ATTACHMENT B

RECAP OF CHANGES BETWEEN THE RECOMMENDED BUDGET AND PROPOSED BUDGET ORDINANCE

Community Services	921,273	50,000	971,273	This is an increase to the Afterschool Youth Employment Program, bringing total funding to $150,000
Downtown Enterprise Facilities	538,054	375	538,429	This change is to move the PC replacement charge from the Jamestown Operating Fund.
Finance	11,706,483	(1,550,082)	10,156,401	This is the net result of increased payments into the TIF districts ($79,629), an increased transfer to capital projects ($1,000,000), and a reduction in debt payments as a result of refunding (-$2,629,711).
Human Resources	2,838,608	14,785	2,853,393	These changes adds $20,000 for a new part-time tuition reimbursement program, moves an Administrative Secretary position to the Mayor's Office (-$44,132), and changes in the salary charged to the insurance funds for two employees ($38,917).
Legal	2,616,702	35,300	2,652,002	Corrections to salary distributions $21,715 and payout of Legal Assistant I position $13,585.
Mayor's Office	1,699,555	34,376	1,733,931	This change is to move an Administrative Secretary position to the Mayor's Office ($44,132) and to reduce ICS charges due to a reorganization ($9,756). See explanation above in Human Resources
Marketing	2,801,034	50,000	2,851,034	This non-departmental investment will provide funds for a new program to focus on early childhood development.
Neighborhood Affairs	1,300,967	2,220	1,303,187	Due to a reorganization ICS charges were transferred to the Neighborhood Affairs Department.
Parks & Recreation	32,425,958	38,201	32,464,159	This change includes an increase in grant revenue from JWB of Pinellas County for TASCO center based teen programs ($35,864), as well as, an increase in grant revenue from the Florida Department of Health, Bureau of Childcare Food Programs to provide snacks for children attending after school programs ($2,337).
Planning & Economic Development	3,360,160	50,112	3,410,272	Additional funds are being added for the 2020 Wrap Around Service Program ($30,000) and the Urban Design Research Fellow Program ($18,000). A reorganization was done resulting in $2,112 added to the Planning & Economic Development Department.
Police	90,836,875	400,000	91,236,875	This increases the Police overtime budget. The reduction for Police overtime was dependent on other changes in the department that will not be able to be done in FY15.
Contingency	2,990,445	402,171	3,392,616	This item is the net change in contingency needed to balance the General Fund. Contingency includes dollars set aside for salary increases ($2.2 million). Additionally, resources are set aside to address the projected FY14 General Fund operating losses and/or to correct supervisor/subordinate inequities due to wage compression.
Total General Fund	216,309,698	2,458	216,312,156	
Other Funds				
Sports Facility Sales Tax Debt	1,930,640	(1,644,145)	286,495	This is the debt service due in FY15 on the SunTrust refunding loan.
Water Resources Fund	115,581,921	(1,431,912)	114,150,009	Change due to results from Water Resources Rate Study.
Water Cost Stabilization Fund	1,308,000	(92,190)	1,215,810	Change in Water Cost Stabilization Transfer to the Water Resources Fund due to results from Water Resources Rate Study.
Sanitation	43,730,392	(1,800,000)	41,930,392	The transfer to the Sanitation Replacement fund can be reduced.
Sanitation Replacement	4,600,800	(1,883,000)	2,717,800	The purchase of several pieces of equipment will not need to be made in FY15.
Golf Course Operating	3,741,314	(142,783)	3,598,531	Projected reduction in expenditures due to closure of Twin Brooks Golf Course for renovation starting May, 2015.

RECAP OF CHANGES BETWEEN THE RECOMMENDED BUDGET AND PROPOSED BUDGET ORDINANCE

Marina	3,528,637	87	3,528,724	This is the net result of adding a full-time Maintenance Worker I position, eliminating a part-time Maintenance Mechanic I position, and cancelling a janitorial services contract.
Jamestown	576,962	(375)	576,587	This change is to move the PC replacement charge to the Dwight Jones Center.
Health Insurance	44,111,804	(47,402)	44,064,402	This is the net result of changes in the distribution of salaries between this fund, the General Fund, and the pension funds.
Life Insurance	850,469	(5,266)	845,203	
Total Other Funds	219,960,939	(7,046,986)	212,913,953	

CAPITAL IMPROVEMENT FUNDS

**** CHANGES IN REVENUES ****

FUND	RECOMMENDED BUDGET	PROPOSED CHANGE	ORDINANCE	REASONS
General Capital Improvement Fund	1,435,000	1,000,000	2,435,000	This increase is a result of an increased transfer to capital projects as a result of the bond refunding.

**** CHANGES IN REQUIREMENTS ****

FUND	RECOMMENDED BUDGET	PROPOSED CHANGE	ORDINANCE	REASONS
General Capital Improvement Fund	1,616,000	40,000	1,656,000	This additional $40,000 will provide additional resources to plant trees along the south side of 118th Avenue North west of Dr. Martin Luther King Jr. Street. This funding will complement the existing funding for the Neighborhood Traffic Safety Plan which includes the construction of two medians, as well as, lane restriping and the installation of lane markings.

ATTACHMENT C

RESOLUTION NO. _____

A RESOLUTION ADOPTING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2015, have been tentatively determined;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2015, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

SECTION 1. The tentative millage rate for the fiscal year ending September 30, 2015, is hereby fixed and adopted at 6.7700 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

SECTION 2. The tentative millage rate referred to in the preceding Section shall be levied for the following purposes:

Purpose	Mills
General Fund Operating Levy	6.7700

SECTION 3. The tentative millage rate adopted herein represents an increase of 7.05% over the rolled back rate of 6.3240 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, 2012, as amended).

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT

Budget Department

APPROVED AS TO FORM AND SUBSTANCE

City Attorney

ATTACHMENT D

ORDINANCE NO. 133-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; ADOPTING THIS APPROPRIATION ORDINANCE AS THE BUDGET FOR THE CITY FOR FISCAL YEAR ENDING SEPTEMBER 30, 2015; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. For payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2015, that there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the Funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

OPERATING FUNDS	
GENERAL FUND	
Police	91,236,875
Fire	31,193,199
Leisure Services Administration	38,910,830
Neighborhood Affairs Administration	6,207,554
General Government Administration	31,359,338
Public Works Administration	11,145,528
City Development Administration	6,258,832
Total – General Fund	**$216,312,156**
ENTERPRISE FUNDS	
Water Resources	114,150,009
Water Cost Stabilization	1,215,810
Stormwater	11,921,351
Sanitation	41,930,392
Sanitation Equipment	2,717,800
Parking	5,871,687
Mahaffey Theater	4,645,971
Pier	422,400
Coliseum	784,922
Sunken Gardens	1,019,481
Tropicana Field	2,359,280

ATTACHMENT D

Airport	1,087,981
Marina	3,528,724
Golf Courses	3,598,531
Jamestown	576,587
Port	355,980
Total - Enterprise Funds	**$196,186,906**
SPECIAL REVENUE FUNDS\OPERATING	
Emergency Medical Services	13,175,795
Local Assistance Housing (SHIP)	275,050
Law Enforcement Fund	92,100
Grant Funds (CDBG, HOME, ESG, NSP)	3,007,557
Miscellaneous Trust Funds	1,000,000
Building Permit Special Revenue Fund	4,219,278
Total Special Revenue Funds\Operating	**$21,769,780**
INTERNAL SERVICE FUND RESERVES	
Fleet Management	646,340
Equipment Replacement	1,682,013
Information & Communication Services	445,473
Technology & Infrastructure	2,509,625
Commercial Insurance	67,847
Workers Compensation	29,132
Total-Internal Service Fund Reserves	**$5,380,430**
TOTAL - ALL OPERATING FUNDS	**$439,649,272**
SPECIAL REVENUE FUNDS\NON OPERATING	
Assessments Revenue	41,196
School Crossing Guard Trust	300,000
Weeki Wachee	138,000
Arts in Public Places	35,000
Professional Sports Facility Sales Tax	2,000,004
Total - Special Revenue Funds\Non-Operating	**$2,514,200**
DEBT SERVICE FUNDS	
JP Morgan Chase	3,401,814
First Florida Government Financing Commission Notes	2,699,075
Bank of America Notes	192,134
BB&T Notes	775,114
Stadium (Excise Tax) Debt Service	8,406,550
Pro Sport Facility Sales Tax Debt	286,495
Water Resources Debt	24,374,145
Stormwater Debt	1,055,680
Total – Debt Service Funds	**$41,191,007**
TOTAL - OPERATING BUDGET APPROPRIATIONS	**$483,354,479**

ATTACHMENT D

SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes heretofore set forth, the sum of monies as shown in the following schedules:

CAPITAL IMPROVEMENT FUNDS

GENERAL CAPITAL IMPROVEMENT FUND	
Plaza Parkway	200,000
RNI Fuel System Upgrade	150,000
Fleet Wash Rack Upgrade	300,000
Fleet In-Ground Lift Replacement	300,000
Fleet Alignment Rack Upgrade	50,000
Municipal Office Building Repairs & Improvements	400,000
Skyway Marina District Restaurant Incentive	50,000
South St. Pete Redevelopment	166,000
Traffic Safety Plan – 118 Avenue North Trees	40,000
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HOUSING CAPITAL IMPROVEMENT FUND	
Legal Collection	25,000
Neighborhood Blight Elimination/Housing Strategy	350,000
Housing Total	**$375,000**
PUBLIC SAFETY CAPITAL IMPROVEMENT FUND	
Fire Engine 11 Replacement	276,000
Fossil Park Fire Station 7 Renovation	240,000
Public Safety Total	**$516,000**
NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE IMPROVEMENT	
Special Assessments Administration	150,000
Neighborhood Partnership Grants	175,000
Neighborhood Enhancements	175,000
Street & Road Improvements	4,500,000
Curb Replacement/Ramps	500,000
Sidewalk Reconstruction/Expansion	600,000
Roser Park Street Improvements	500,000
Alley Reconstruction - Unpaved	300,000
Alley Reconstruction - Brick	200,000
Bicycle Pedestrian Facilities	50,000
Skyway Marina District Streetscaping	500,000
Intersection Modification	50,000
Neighborhood Transportation Management	50,000
Wayfaring Signage	400,000
Bridge Reconstruction	250,000
MLK S. over Booker Creek Bridge Replacement	1,450,000
Dredging Channels G,H,L,I,J,M,N,&K	400,000
4th St & 14 A/N to Crescent Lake SDI	400,000

ATTACHMENT D

South St. Pete Redevelopment	959,000
Airport Hangar #2	400,000
Seawall Renovation & Replacement	400,000
Neighborhood & Citywide Total	**$12,409,000**
RECREATION & CULTURE CAPITAL IMPROVEMENT	
Campbell Park Center Additions/Improvements	1,050,000
Recreation Center Improvements	175,000
Willis Johns Center Improvements	50,000
Swimming Pool Improvements	244,000
North Shore Aquatics Complex Restroom	1,150,000
Athletic Field Lighting Improvements	500,000
Athletic Facilities Improvements	160,000
Dugout Replacements	60,000
Outdoor Court Facility Improvements	285,000
Demens Landing Improvements	200,000
Lake Maggiore/Boyd Hill Park	500,000
Park Restroom Renovations	210,000
Park Facilities Improvements	250,000
Parking Lot Improvements	125,000
Parks Lighting Improvements	125,000
Play Equipment Replacement	250,000
Restoration to Parks Fountains/Statues	100,000
Sunken Gardens Park Improvements	160,000
Sunken Gardens Pond Restoration	150,000
Mahaffey Theater Improvements	525,000
Mahaffey Theater Banquet Facility	120,000
Mahaffey Theater Orchestra Shell Study	30,000
Coliseum Improvements	100,000
Coliseum Floor Replacement	70,000
Recreation and Culture Total	**$6,589,000**
CITY FACILITIES CAPITAL IMPROVEMENT FUND	
Dwight Jones Neighborhood Center Improvements	115,000
Fire Station Major Improvements	100,000
City Facilities Roof Waterproofing	200,000
City Facility HVAC Replace/Upgrade	150,000
Infrastructure to be Determined	185,000
Environmental Cleanup Projects	50,000
City Facilities Total	**$800,000**
DOWNTOWN PARKING CAPITAL PROJECTS	
Baywalk Garage Waterproofing	200,000
Midcore Garage Improvements	100,000
Parking Meter Expansion	200,000
Downtown Parking Total	**$500,000**

ATTACHMENT D

WATER RESOURCES CAPITAL PROJECTS FUND	
Water Treatment/Supply	1,100,000
Water Distribution System Improvements	6,787,000
Sanitary Sewer Collection System	6,995,000
Lift Station Improvements	1,250,000
Water Reclamation Facilities Improvements	20,552,000
Reclaimed Water System Improvements	125,000
Environmental Compliance	110,000
Computerized System Improvements	225,000
Water Resources Total	**$37,144,000**
STORMWATER DRAINAGE CAPITAL PROJECTS	
94th A/N at Tinney Creek	1,179,000
Minor Storm Drainage	250,000
Drainage Line Rehab	250,000
Storm Drainage Total	**$1,679,000**
AIRPORT CAPITAL PROJECTS FUND	
Airport Hangar #2	1,600,000
Airport Runway 7/25 & TW1 Stub Connectors	1,118,000
Airport Total	**$2,718,000**
MARINA CAPITAL PROJECTS FUND	
Marina Facility Improvements	500,000
Marina Total	**$500,000**
BICYCLE/PEDESTRIAN SAFETY GRANTS	
Bicycle Facility Phase II	674,000
Pedestrian Crosswalk Enhancements	36,000
Treasure Island Trail	643,000
Bicycle/Pedestrian Grants Total	**$1,353,000**
TRANSPORTATION IMPACT FEES CAPITAL PROJECTS	
Gateway Areawide DRI Mitigation Program	100,000
I-175 On Ramp/4th St S 2-Way	500,000
City Trails - Bicycle Trails	950,000
Downtown Intersections & Pedestrian Facilities	125,000
Sidewalks	200,000
Traffic Safety Program	250,000
Transportation Total	**$2,125,000**
TOTAL CIP FUNDS	**$68,364,000**

ATTACHMENT D

SECTION 3. For dependent districts of the City, for the fiscal year ending September 30, 2015, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

DEPENDENT DISTRICTS	
Health Facilities Authority	14,000
Downtown Redevelopment District	4,263,338
Total - Dependent Districts	**$4,277,338**

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

INTERNAL SERVICE ALLOCATIONS	
Fleet Management	16,799,595
Equipment Replacement	6,557,086
Municipal Office Buildings	2,676,769
Information & Communication Services	10,034,621
Technology and Infrastructure	1,118,419
Supply Management	437,692
Health Insurance	44,064,402
Life Insurance	845,203
Self Insurance	2,077,541
Commercial Insurance	4,972,924
Workers Compensation	10,172,965
Billing & Collections	8,646,564
Total - Internal Services	**$108,403,781**

COMMUNITY SUPPORT ALLOCATIONS	
Social Services	486,000
Pinellas Hope/Emergency Beds	145,000
Homeless Services	180,000
St. Vincent DePaul	75,000
Pinellas Education Foundation	75,000
Turning Point	125,000
Arts	213,000
Festival of States	35,000
First Night	25,000
MLK Festival of Bands	35,000
Museum of History	12,000
MLK Parade Free Speech Event	17,000
Blue Ocean Film Festival	25,000
Early Childhood Development Program	50,000
Florida Orchestra	38,000
Economic Development	201,950
Main Streets	176,000
Workforce Readiness	35,000

ATTACHMENT D

Neighborhood Grants	30,000
After School Work Program	150,000
Summer Youth Intern	275,000
Total-Community Support	**$2,403,950**
Subsidies:	
Mahaffey Theater	489,000
Pier	380,000
Coliseum	267,500
Sunken Gardens	213,000
Tropicana Field	1,300,000
Jamestown	60,000
Port	222,500
Total-Subsidies	**$2,932,000**
Transfers:	
Economic Stability	1,000,000
Housing CIP	350,000
General CIP	1,000,000
Downtown TIF	5,507,521
Bayboro TIF	24,730
Intown West TIF	414,213
Total-Transfers	**$8,296,464**
Contingency	3,392,616
Total – Non-Departmental	**$17,025,030**

SECTION 5. The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitments can be changed by a resolution of City Council:

Operating Re-appropriations—Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

Land Sale Proceeds—This category was created to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program—This category was established to provide the city's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

ATTACHMENT D

Local Agency Program (LAP)-This category is established to provide the city's share of commitments for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

These commitment categories are effective as of the date of this ordinance which is prior to the end of the Fiscal Year 2014.

SECTION 6. After passage of this ordinance, changes to the amounts listed in Sections 3 and 4 may be accomplished in the same manner as changes to appropriations within or between the sub–funds within what are considered the City's two funds delineated in Sections 1 and 2 of this ordinance (i.e., operating funds and capital improvement funds). Changes to appropriations within or between said sub–funds shall be accomplished pursuant to City Charter Section 3.14.

SECTION 7. This appropriation ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2015.

SECTION 8. In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, 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 BY DEPARTMENT:

Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney

ATTACHMENT E

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing has been held on September 4, 2014, at 6:00 P.M. on the tentative budget and this City Council has made its amendments;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida: This City Council adopts Proposed Ordinance 133-H as the tentative budget for the fiscal year ending September 30, 2015.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT

Budget Department

APPROVED AS TO FORM AND SUBSTANCE

City Attorney

MEMORANDUM
CITY OF ST. PETERSBURG

To: Honorable Chair and Members of City Council

From: Rick Kriseman, Mayor

Date: September 10, 2014

Re: Adoption of FY 2015 Millage Rate and Budget Appropriations Ordinance and Adoption of Multi-Year Capital Improvement Program 2015-2019

Background: On September 18th at 6:00 P.M. City Council will hold the second Public Hearing on the Fiscal Year 2015 Budget. This memorandum contains material related to the second Public Hearing. Following the hearing, Council will adopt the final Millage Rate, final Fiscal Year 2015 Budget/Appropriations Ordinance as well as the Multi-Year Capital Improvement Program. Florida Statutes require that a specific process be followed for the adoption of the budget. Various documents are attached to ensure compliance with these statutory requirements.

Explanation: On September 4, 2014, City Council approved the tentative millage rate of 6.7700 mills and the Fiscal Year 2015 tentative budget. On September 18, 2014, City Council will hold the second public hearing for final adoption of the millage rate and Fiscal Year 2015 Budget.

Recommendation/Action Required: It is recommended that City Council adopt a property tax millage rate of 6.7700 mills in order to fund the Fiscal Year 2015 Budget. It is further recommended that City Council approve the Fiscal Year 2015 Budget/Appropriations Ordinance and Resolution following the procedure set out in F.S. 200.065. At the conclusion of these actions, it is recommended that City Council adopt by resolutions the multi-year capital improvement program 2015 – 2019 for the City.

Attachments:

(A) Agenda for the September 18th Public Hearing - providing statutory requirements.

(B) Resolution Setting the Property Tax Millage as approved at the 1st Public Hearing on September 4, 2014.

(C) Fiscal Year 2015 Budget/Appropriations Ordinance as approved at the 1st Public Hearing on September 4, 2014.

(D) Resolution Adopting the Multi-Year Capital Improvement Program 2015 – 2019.

ATTACHMENT A

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2015 MILLAGE RATE and BUDGET CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber
St. Petersburg City Hall
Thursday, September 18, 2014
6:00 P.M.

AGENDA

1.	Call to Order; Announcement of Purpose of Hearing; Opening of Public Hearing.	**Council Chair**	Announce Purpose: **Public Hearing on the final budget, the final millage rate and the Budget/Appropriations Ordinance for Fiscal Year 2015 and a public hearing on the proposed multi-year CIP program for the City of St. Petersburg.** Start the Public Hearing.
2.	Second Reading of Budget/ Appropriations Ordinance Title.	City Clerk	Read title of Budget/ Appropriations Ordinance.
3.	Introductory Remarks	Administration	General remarks.
4.	Presentation on the Proposed FY 2015 Budget and Rolled Back (forward) Rate.	Budget Director	Brief power point presentation. First substantive issue to be discussed is percent increase, **if any**, in millage over the rolled back (forward) rate necessary to fund the budget. *FS 200.065 (2) (e).*
5.	Receipt of Public Testimony	Mayor and Council	The general public shall be allowed to speak and ask questions prior to the adoption of the final millage rate and final budget by City Council. *FS 200.065(2)(e)*
6.	Council Comments and Discussion and Adoption of changes to the **PROPOSED BUDGET** or Millage Rate.	Mayor and Council	If Council makes changes to budget that will require **change in millage go to step 7, otherwise go to step 8.**
7.	Re-compute millage rate **if necessary.**	Budget Staff	Compute millage rate and make changes to resolutions and Ordinance as required. *FS 200.065(2)(e).* Millage rate cannot be revised above amount set at first hearing.
8.	Announcement of Final Millage Rate compared to the Rolled-back rate	**Council Chair**	**Publicly announce: The final millage rate for the City of St. Petersburg is 1) 6.7700 mills which is 2) a 7.05 % increase over the rolled back rate of mills.**
9.	Adopt millage resolution.	City Council	**Adopt resolution setting final millage rate.** Attachment B sets millage at 6.7700, This must be done before adopting final budget and must have separate votes. *FS 200.065(d)&(e)*
10.	Adoption by Resolution of the Budget/Appropriation Ordinance as the Final Budget	City Council	Adopt final budget (with any changes that have occurred from the Proposed Final budget) **after millage rate is adopted**. Attachment C is the budget approved Thursday Sept. 4th, and is the revised budget as recommended by the Mayor **a) Amend the budget/appropriation ordinance, if necessary;**

			b) Pass the amended ordinance; **c) Approve the resolution adopting the multi-year CIP program for the City of St. Petersburg, (Attachment D).**
11.	Closing of public hearing	**Council Chair**	Close public hearing on the budget, the millage rate and budget/appropriation ordinance. **Adjourn.**

EXCERPTS FROM F.S. 200.065:

Paragraph 2(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, re-compute its proposed millage rate, and publicly announce the percent, if any, by which the re-computed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph 2(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget."

ATTACHMENT B

RESOLUTION NO. _____

A RESOLUTION ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2015, have been tentatively determined;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2015, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

SECTION 1. The final millage rate for the fiscal year ending September 30, 2015, is hereby fixed and adopted at 6.7700 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

SECTION 2. The final millage rate referred to in the preceding Section shall be levied for the following purposes:

Purpose	Mills
General Fund Operating Levy	6.7700

SECTION 3. The final millage rate adopted herein represents an increase of 7.05% over the rolled back rate of 6.3240 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, 2012, as amended).

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT

Budget Department

APPROVED AS TO FORM AND SUBSTANCE

City Attorney

ATTACHMENT C

ORDINANCE NO. 133-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; ADOPTING THIS APPROPRIATION ORDINANCE AS THE BUDGET FOR THE CITY FOR FISCAL YEAR ENDING SEPTEMBER 30, 2015; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. For payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2015, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the Funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

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ATTACHMENT C

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Stormwater Debt	1,055,680
Total – Debt Service Funds	**$41,191,007**
TOTAL - OPERATING BUDGET APPROPRIATIONS	**$483,354,479**

ATTACHMENT C

SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes heretofore set forth, the sum of monies as shown in the following schedules:

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GENERAL CAPITAL IMPROVEMENT FUND	
Plaza Parkway	200,000
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Fleet In-Ground Lift Replacement	300,000
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Housing Total	**$375,000**
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Public Safety Total	**$516,000**
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Neighborhood Enhancements	175,000
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Roser Park Street Improvements	500,000
Alley Reconstruction - Unpaved	300,000
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Skyway Marina District Streetscaping	500,000
Intersection Modification	50,000
Neighborhood Transportation Management	50,000
Wayfaring Signage	400,000
Bridge Reconstruction	250,000
MLK S. over Booker Creek Bridge Replacement	1,450,000
Dredging Channels G,H,L,I,J,M,N,&K	400,000
4th St & 14 A/N to Crescent Lake SDI	400,000

ATTACHMENT C

South St. Pete Redevelopment	959,000
Airport Hangar #2	400,000
Seawall Renovation & Replacement	400,000
Neighborhood & Citywide Total	**$12,409,000**
RECREATION & CULTURE CAPITAL IMPROVEMENT	
Campbell Park Center Additions/Improvements	1,050,000
Recreation Center Improvements	175,000
Willis Johns Center Improvements	50,000
Swimming Pool Improvements	244,000
North Shore Aquatics Complex Restroom	1,150,000
Athletic Field Lighting Improvements	500,000
Athletic Facilities Improvements	160,000
Dugout Replacements	60,000
Outdoor Court Facility Improvements	285,000
Demens Landing Improvements	200,000
Lake Maggiore/Boyd Hill Park	500,000
Park Restroom Renovations	210,000
Park Facilities Improvements	250,000
Parking Lot Improvements	125,000
Parks Lighting Improvements	125,000
Play Equipment Replacement	250,000
Restoration to Parks Fountains/Statues	100,000
Sunken Gardens Park Improvements	160,000
Sunken Gardens Pond Restoration	150,000
Mahaffey Theater Improvements	525,000
Mahaffey Theater Banquet Facility	120,000
Mahaffey Theater Orchestra Shell Study	30,000
Coliseum Improvements	100,000
Coliseum Floor Replacement	70,000
Recreation and Culture Total	**$6,589,000**
CITY FACILITIES CAPITAL IMPROVEMENT FUND	
Dwight Jones Neighborhood Center Improvements	115,000
Fire Station Major Improvements	100,000
City Facilities Roof Waterproofing	200,000
City Facility HVAC Replace/Upgrade	150,000
Infrastructure to be Determined	185,000
Environmental Cleanup Projects	50,000
City Facilities Total	**$800,000**
DOWNTOWN PARKING CAPITAL PROJECTS	
Baywalk Garage Waterproofing	200,000
Midcore Garage Improvements	100,000
Parking Meter Expansion	200,000
Downtown Parking Total	**$500,000**

ATTACHMENT C

WATER RESOURCES CAPITAL PROJECTS FUND	
Water Treatment/Supply	1,100,000
Water Distribution System Improvements	6,787,000
Sanitary Sewer Collection System	6,995,000
Lift Station Improvements	1,250,000
Water Reclamation Facilities Improvements	20,552,000
Reclaimed Water System Improvements	125,000
Environmental Compliance	110,000
Computerized System Improvements	225,000
Water Resources Total	**$37,144,000**
STORMWATER DRAINAGE CAPITAL PROJECTS	
94th A/N at Tinney Creek	1,179,000
Minor Storm Drainage	250,000
Drainage Line Rehab	250,000
Storm Drainage Total	**$1,679,000**
AIRPORT CAPITAL PROJECTS FUND	
Airport Hangar #2	1,600,000
Airport Runway 7/25 & TW1 Stub Connectors	1,118,000
Airport Total	**$2,718,000**
MARINA CAPITAL PROJECTS FUND	
Marina Facility Improvements	500,000
Marina Total	**$500,000**
BICYCLE/PEDESTRIAN SAFETY GRANTS	
Bicycle Facility Phase II	674,000
Pedestrian Crosswalk Enhancements	36,000
Treasure Island Trail	643,000
Bicycle/Pedestrian Grants Total	**$1,353,000**
TRANSPORTATION IMPACT FEES CAPITAL PROJECTS	
Gateway Areawide DRI Mitigation Program	100,000
I-175 On Ramp/4th St S 2-Way	500,000
City Trails - Bicycle Trails	950,000
Downtown Intersections & Pedestrian Facilities	125,000
Sidewalks	200,000
Traffic Safety Program	250,000
Transportation Total	**$2,125,000**
TOTAL CIP FUNDS	**$68,364,000**

ATTACHMENT C

SECTION 3. For dependent districts of the City, for the fiscal year ending September 30, 2015, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

DEPENDENT DISTRICTS	
Health Facilities Authority	14,000
Downtown Redevelopment District	4,263,338
Total - Dependent Districts	**$4,277,338**

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

INTERNAL SERVICE ALLOCATIONS	
Fleet Management	16,799,595
Equipment Replacement	6,557,086
Municipal Office Buildings	2,676,769
Information & Communication Services	10,034,621
Technology and Infrastructure	1,118,419
Supply Management	437,692
Health Insurance	44,064,402
Life Insurance	845,203
Self Insurance	2,077,541
Commercial Insurance	4,972,924
Workers Compensation	10,172,965
Billing & Collections	8,646,564
Total - Internal Services	**$108,403,781**

COMMUNITY SUPPORT ALLOCATIONS	
Social Services	486,000
Pinellas Hope/Emergency Beds	145,000
Homeless Services	180,000
St. Vincent DePaul	75,000
Pinellas Education Foundation	75,000
Turning Point	125,000
Arts	213,000
Festival of States	35,000
First Night	25,000
MLK Festival of Bands	35,000
Museum of History	12,000
MLK Parade Free Speech Event	17,000
Blue Ocean Film Festival	25,000
Early Childhood Development Program	50,000
Florida Orchestra	38,000
Economic Development	201,950
Main Streets	176,000
Workforce Readiness	35,000

ATTACHMENT C

Neighborhood Grants	30,000
After School Work Program	150,000
Summer Youth Intern	275,000
Total-Community Support	**$2,403,950**
Subsidies:	
Mahaffey Theater	489,000
Pier	380,000
Coliseum	267,500
Sunken Gardens	213,000
Tropicana Field	1,300,000
Jamestown	60,000
Port	222,500
Total-Subsidies	**$2,932,000**
Transfers:	
Economic Stability	1,000,000
Housing CIP	350,000
General CIP	1,000,000
Downtown TIF	5,507,521
Bayboro TIF	24,730
Intown West TIF	414,213
Total-Transfers	**$8,296,464**
Contingency	3,392,616
Total – Non-Departmental	**$17,025,030**

SECTION 5. The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitments can be changed by a resolution of City Council:

Operating Re-appropriations—Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

Land Sale Proceeds—This category was created to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program—This category was established to provide the city's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

ATTACHMENT C

Local Agency Program (LAP)-This category is established to provide the city's share of commitments for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

These commitment categories are effective as of the date of this ordinance which is prior to the end of the Fiscal Year 2014.

SECTION 6. After passage of this ordinance, changes to the amounts listed in Sections 3 and 4 may be accomplished in the same manner as changes to appropriations within or between the sub–funds within what are considered the City's two funds delineated in Sections 1 and 2 of this ordinance (i.e., operating funds and capital improvement funds). Changes to appropriations within or between said sub–funds shall be accomplished pursuant to City Charter Section 3.14.

SECTION 7. This appropriation ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2015.

SECTION 8. In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, 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 BY DEPARTMENT:

Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney

ATTACHMENT D

RESOLUTION NO.

A RESOLUTION ADOPTING THE RECOMMENDED MULTI-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ST PETERSBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the recommended multi-year Capital Improvement Program covering the Fiscal Years 2015 through 2019 is approved.

BE IT FURTHER RESOLVED, that appropriations for the Capital Improvement Program for FY 2015 have been incorporated into the annual budget/appropriation ordinance.

BE IT FURTHER RESOLVED, that City Council may amend this program by approval of subsequent supplemental appropriation resolutions or appropriation transfer resolutions, as provided by City Charter.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT:

Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney (Designee)
Document No. 181725

ATTACHMENT C

REVISED
9/16/14

ORDINANCE NO. 133-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; ADOPTING THIS APPROPRIATION ORDINANCE AS THE BUDGET FOR THE CITY FOR FISCAL YEAR ENDING SEPTEMBER 30, 2015; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. For payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2015, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the Funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

OPERATING FUNDS	
GENERAL FUND	
Police	91,236,875
Fire	31,193,199
Leisure Services Administration	38,910,830
Neighborhood Affairs Administration	6,207,554
General Government Administration	31,359,338
Public Works Administration	11,145,528
City Development Administration	6,258,832
Total – General Fund	**$216,312,156**
ENTERPRISE FUNDS	
Water Resources	114,150,009
Water Cost Stabilization	1,215,810
Stormwater	11,921,351
Sanitation	41,930,392
Sanitation Equipment	2,717,800
Parking	5,871,687
Mahaffey Theater	4,645,971
Pier	422,400
Coliseum	784,922
Sunken Gardens	1,019,481
Tropicana Field	2,359,280

ATTACHMENT C

Airport	1,087,981
Marina	3,528,724
Golf Courses	3,598,531
Jamestown	576,587
Port	355,980
Total - Enterprise Funds	**$196,186,906**
SPECIAL REVENUE FUNDS\OPERATING	
Emergency Medical Services	13,175,795
Local Assistance Housing (SHIP)	275,050
Law Enforcement Fund	92,100
Grant Funds (CDBG, HOME, ESG, NSP)	3,007,557
Miscellaneous Trust Funds	1,000,000
Building Permit Special Revenue Fund	4,219,278
Total Special Revenue Funds\Operating	**$21,769,780**
INTERNAL SERVICE FUND RESERVES	
Fleet Management	646,340
Equipment Replacement	1,682,013
Information & Communication Services	445,473
Technology & Infrastructure	2,509,625
Commercial Insurance	67,847
Workers Compensation	29,132
Total-Internal Service Fund Reserves	**$5,380,430**
TOTAL - ALL OPERATING FUNDS	**$439,649,272**
SPECIAL REVENUE FUNDS\NON OPERATING	
Assessments Revenue	41,196
School Crossing Guard Trust	300,000
Weeki Wachee	138,000
Arts in Public Places	35,000
Professional Sports Facility Sales Tax	2,000,004
Total - Special Revenue Funds\Non-Operating	**$2,514,200**
DEBT SERVICE FUNDS	
JP Morgan Chase	3,401,814
First Florida Government Financing Commission Notes	2,699,075
Bank of America Notes	192,134
BB&T Notes	775,114
Stadium (Excise Tax) Debt Service	8,406,550
Pro Sport Facility Sales Tax Debt	286,495
Water Resources Debt	24,374,145
Stormwater Debt	1,055,680
Total – Debt Service Funds	**$41,191,007**
TOTAL - OPERATING BUDGET APPROPRIATIONS	**$483,354,479**

ATTACHMENT C

SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes heretofore set forth, the sum of monies as shown in the following schedules:

CAPITAL IMPROVEMENT FUNDS

GENERAL CAPITAL IMPROVEMENT FUND	
Plaza Parkway	200,000
RNI Fuel System Upgrade	150,000
Fleet Wash Rack Upgrade	300,000
Fleet In-Ground Lift Replacement	300,000
Fleet Alignment Rack Upgrade	50,000
Municipal Office Building Repairs & Improvements	400,000
Skyway Marina District Restaurant Incentive	50,000
South St. Pete Redevelopment	166,000
Traffic Safety Plan – 118 Avenue North Trees	40,000
General Capital Total	**$1,656,000**
HOUSING CAPITAL IMPROVEMENT FUND	
Legal Collection	25,000
Neighborhood Blight Elimination/Housing Strategy	350,000
Housing Total	**$375,000**
PUBLIC SAFETY CAPITAL IMPROVEMENT FUND	
Fire Engine 11 Replacement	276,000
Fossil Park Fire Station 7 Renovation	240,000
Public Safety Total	**$516,000**
NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE IMPROVEMENT	
Special Assessments Administration	150,000
Neighborhood Partnership Grants	175,000
Neighborhood Enhancements	175,000
Street & Road Improvements	4,500,000
Curb Replacement/Ramps	500,000
Sidewalk Reconstruction/Expansion	600,000
Roser Park Street Improvements	500,000
Alley Reconstruction - Unpaved	300,000
Alley Reconstruction - Brick	200,000
Bicycle Pedestrian Facilities	50,000
Skyway Marina District Streetscaping	500,000
Intersection Modification	50,000
Neighborhood Transportation Management	50,000
Wayfaring Signage	400,000
Bridge Reconstruction	250,000
MLK S. over Booker Creek Bridge Replacement	1,450,000
Dredging Channels G,H,L,I,J,M,N,&K	400,000
4th St & 14 A/N to Crescent Lake SDI	400,000

ATTACHMENT C

South St. Pete Redevelopment	959,000
Airport Hangar #2	400,000
Seawall Renovation & Replacement	400,000
Neighborhood & Citywide Total	**$12,409,000**
RECREATION & CULTURE CAPITAL IMPROVEMENT	
Campbell Park Center Additions/Improvements	1,050,000
Recreation Center Improvements	175,000
Willis Johns Center Improvements	50,000
Swimming Pool Improvements	244,000
North Shore Aquatics Complex Restroom	1,150,000
Athletic Field Lighting Improvements	500,000
Athletic Facilities Improvements	160,000
Dugout Replacements	60,000
Outdoor Court Facility Improvements	285,000
Demens Landing Improvements	200,000
Lake Maggiore/Boyd Hill Park	500,000
Park Restroom Renovations	210,000
Park Facilities Improvements	250,000
Parking Lot Improvements	125,000
Parks Lighting Improvements	125,000
Play Equipment Replacement	250,000
Restoration to Parks Fountains/Statues	100,000
Sunken Gardens Park Improvements	160,000
Sunken Gardens Pond Restoration	150,000
Mahaffey Theater Improvements	525,000
Mahaffey Theater Banquet Facility	120,000
Mahaffey Theater Orchestra Shell Study	30,000
Coliseum Improvements	100,000
Coliseum Floor Replacement	70,000
Recreation and Culture Total	**$6,589,000**
CITY FACILITIES CAPITAL IMPROVEMENT FUND	
Dwight Jones Neighborhood Center Improvements	115,000
Fire Station Major Improvements	100,000
City Facilities Roof Waterproofing	200,000
City Facility HVAC Replace/Upgrade	150,000
Infrastructure to be Determined	185,000
Environmental Cleanup Projects	50,000
City Facilities Total	**$800,000**
DOWNTOWN PARKING CAPITAL PROJECTS	
Baywalk Garage Waterproofing	200,000
Midcore Garage Improvements	100,000
Parking Meter Technology	200,000
Downtown Parking Total	**$500,000**

ATTACHMENT C

WATER RESOURCES CAPITAL PROJECTS FUND	
Water Treatment/Supply	1,100,000
Water Distribution System Improvements	6,787,000
Sanitary Sewer Collection System	6,995,000
Lift Station Improvements	1,250,000
Water Reclamation Facilities Improvements	20,552,000
Reclaimed Water System Improvements	125,000
Environmental Compliance	110,000
Computerized System Improvements	225,000
Water Resources Total	**$37,144,000**
STORMWATER DRAINAGE CAPITAL PROJECTS	
94th A/N at Tinney Creek	1,179,000
Minor Storm Drainage	250,000
Drainage Line Rehab	250,000
Storm Drainage Total	**$1,679,000**
AIRPORT CAPITAL PROJECTS FUND	
Airport Hangar #2	1,600,000
Airport Runway 7/25 & TW1 Stub Connectors	1,118,000
Airport Total	**$2,718,000**
MARINA CAPITAL PROJECTS FUND	
Marina Facility Improvements	500,000
Marina Total	**$500,000**
BICYCLE/PEDESTRIAN SAFETY GRANTS	
Bicycle Facility Phase II	674,000
Pedestrian Crosswalk Enhancements	36,000
Treasure Island Trail	643,000
Bicycle/Pedestrian Grants Total	**$1,353,000**
TRANSPORTATION IMPACT FEES CAPITAL PROJECTS	
Gateway Areawide DRI Mitigation Program	100,000
I-175 On Ramp/4th St S 2-Way	500,000
City Trails - Bicycle Trails	950,000
Downtown Intersections & Pedestrian Facilities	125,000
Sidewalks	200,000
Traffic Safety Program	250,000
Transportation Total	**$2,125,000**
TOTAL CIP FUNDS	**$68,364,000**

ATTACHMENT C

SECTION 3. For dependent districts of the City, for the fiscal year ending September 30, 2015, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

DEPENDENT DISTRICTS	
Health Facilities Authority	14,000
Downtown Redevelopment District	4,263,338
Total - Dependent Districts	**$4,277,338**

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

INTERNAL SERVICE ALLOCATIONS	
Fleet Management	16,799,595
Equipment Replacement	6,557,086
Municipal Office Buildings	2,676,769
Information & Communication Services	10,034,621
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Commercial Insurance	4,972,924
Workers Compensation	10,172,965
Billing & Collections	8,646,564
Total - Internal Services	**$108,403,781**

COMMUNITY SUPPORT ALLOCATIONS	
Social Services	486,000
Pinellas Hope/Emergency Beds	145,000
Homeless Services	180,000
St. Vincent DePaul	75,000
Pinellas Education Foundation	75,000
Turning Point	125,000
Arts	213,000
Festival of States	35,000
First Night	25,000
MLK Festival of Bands	35,000
Museum of History	12,000
MLK Parade Free Speech Event	17,000
Blue Ocean Film Festival	25,000
Early Childhood Development Program	50,000
Florida Orchestra	38,000
Economic Development	201,950
Main Streets	176,000
Workforce Readiness	35,000

Neighborhood Grants	30,000
After School Work Program	150,000
Summer Youth Intern	275,000
Total-Community Support	**$2,403,950**
Subsidies:	
Mahaffey Theater	489,000
Pier	380,000
Coliseum	267,500
Sunken Gardens	213,000
Tropicana Field	1,300,000
Jamestown	60,000
Port	222,500
Total-Subsidies	**$2,932,000**
Transfers:	
Economic Stability	1,000,000
Housing CIP	350,000
General CIP	1,000,000
Downtown TIF	5,507,521
Bayboro TIF	24,730
Intown West TIF	414,213
Total-Transfers	**$8,296,464**
Contingency	3,392,616
Total – Non-Departmental	**$17,025,030**

SECTION 5. The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds has been determined. Commitments can be changed by a resolution of City Council:

Operating Re-appropriations—Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.

Land Sale Proceeds—This category was created to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program—This category was established to provide the city's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

Local Agency Program (LAP)-This category is established to provide the city's share of commitments for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

These commitment categories are effective as of the date of this ordinance which is prior to the end of the Fiscal Year 2014.

SECTION 6. After passage of this ordinance, changes to the amounts listed in Sections 3 and 4 may be accomplished in the same manner as changes to appropriations within or between the sub–funds within what are considered the City's two funds delineated in Sections 1 and 2 of this ordinance (i.e., operating funds and capital improvement funds). Changes to appropriations within or between said sub–funds shall be accomplished pursuant to City Charter Section 3.14.

SECTION 7. This appropriation ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2015.

SECTION 8. In the event this Ordinance, or any line item, is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance, or any line item, 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 BY DEPARTMENT:

_____

Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

_____

City Attorney

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

Subject: Approving the purchase of replacement Ford trucks and SUVs for the Fleet Management Department from Duval Ford, LLC d/b/a Duval Ford at a total cost of $1,358,273.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 13-11-0904. The vendor will furnish and deliver 22 single axle, cab and chassis (4x2), 6.7L, diesel engine, Ford trucks and six Ford Interceptor SUVs (see attached summary Pickup Trucks and SUVs By Department).

The trucks will be equipped with utility bodies and mounted cranes (5); crew cab and 2-yard dump bodies (5); 11' utility body (4); 14' dry freight bodies (3); and a trailer hauler body (1). The new trucks with life expectancies of 8 to 10 years will be assigned to the Parks and Recreation; Stormwater, Pavement and Traffic Operations; Police, and Water Resources departments. They will replace 8 to 15 year-old trucks that have reached the end of their useful economic life and will be sold at public auction. The dealer will install the body chassis.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid No. 13-11-0904:

Duval Ford, LLC d/b/a Duval Ford ..... $1,358,273.

Ford 450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	4	EA @	$42,641	$170,564
Base Price		EA @	31,056	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Cab Steps		EA @	319	
Spray-in Liner		EA @	745	
Full Size Spare Tire		EA @	349	
Trailer Towing Package		EA @	1,245	
84" Cab to Axle		EA @	174	
11 Ft. Utility Body		EA @	7,600	
Backup Alarm		EA @	130	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford 550 single axle cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	EA @	72,571	362,855
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Cab Steps		EA @	319	
Full Size Spare Tire & Rim		EA @	349	
4,000 LB EH Auto Crane		EA @	16,800	
Auto Crane Body		EA @	20,400	
Workbench Bumper		EA @	750	
Trailer Towing Package		EA @	1,245	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Crane Body Credit		EA @	(500)	

Continued on Page 2

Ford 550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	4	EA @	47,106	188,424
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Crew Cab Model		EA @	4,740	
Cab Steps		EA @	369	
Spray-in Liner		EA @	895	
Full Size Spare Tire & Rim		EA @	349	
Trailer Towing Package		EA @	1,245	
9' Wide Service Body		EA @	6,300	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford F550 single axle cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	3	EA @	44,270	132,810
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Cab Steps		EA @	319	
Full Size Spare Tire & Rim		EA @	349	
108" Cab to Axle		EA @	349	
9' Dry Freight Wide Body		EA @	8,800	
Trailer Towing Package		EA @	1,245	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford F550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	EA @	50,085	250,425
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Crew Cab Model		EA @	4,740	
Cab Steps		EA @	369	
Full Size Spare Tire & Rim		EA @	349	
Trailer Towing Package		EA @	1,245	
2-3 yr. Dump Body		EA @	10,000	
84" Cab to Axle		EA @	174	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford 450 single axle crew cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine	1	EA @	47,581	47,581
Base Price		EA @	31,056	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Crew Cab Model		EA @	1,104	
Power Window and Door Locks		EA @	4,740	
Cab Steps		EA @	319	
Trailer Towing Package		EA @	1,245	
XL Value Package		EA @	594	

Continued on Page 3

Hauler Body		EA @	7,500	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford Interceptor SUV Full-size, AWD (pursuit), V6 gasoline engine	6	EA @	34,269	205,614
Base Price		EA @	24,731	
Rearview Camera		EA @	244	
Radio Noise Suppression		EA @	93	
Drivers Side Spot Light		EA @	N/C	
Courtesy Light Disable		EA @	18	
Rear Door Locks & Handles in-op		EA @	34	
Rear Windows In-op		EA @	24	
Front Headlamp Lighting Solution		EA @	914	
Priority Start Battery Saver		EA @	196	
St. Petersburg Graphics		EA @	300	
Third Key		EA @	126	
Rain Shields Flange Type		EA @	140	
Whelen Liberty Lightbar		EA @	1,765	
Cencom Deluxe Siren Controller		EA @	270	
K9 Container		EA @	2,200	
Water Dish and Liner		EA @	195	
Electronic Remote Door Opener		EA @	1,480	
Heat Alarm System		EA @	726	
New City Tag		EA @	150	
Labor to Install Equipment		EA @	663	

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: Purchase Summary
Resolution

Approvals:

Administrative **Budget**

Purchase Summary
Pick-up Trucks and SUVs by Departments

No.	Description	Qty.	Department	Purpose	Replacement	Age	Life Cycle
1	Truck, Ford F-450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	1	Police	Used for transporting the police horse trailer.	Yes	8 YRS	8YRS
2	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	4	Parks & Recreation	Used to maintain park land.	Yes	8-12 YRS	8YRS
3	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	1	Stormwater	Used to remove debris from roads for street sweeping	Yes	8 YRS	8 YRS
4	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	Water Resources	Used to maintain and repair water lines.	Yes	9-15 YRS	8YRS
5	Truck, Ford F-450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	4	Water Resources	Used to maintain and repair water lines.	Yes	10-15 YRS	8YRS
6	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Parks & Recreation	Used to maintain park land.	Yes	8-14 YRS	8YRS
7	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Water Resources	Used to maintain and repair water lines	Yes	8 YRS	8YRS
8	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	1	Parks & Recreation	Used to transport materials for special events.	Yes	14 YRS	8YRS
9	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Water Resources	Used to maintain water and waste water lines	Yes	15 YRS	8 Yrs
10	SUV, AWD, Ford, Interceptor, 3.7 Liter gasoline engine	6	Police	Used to transport K-9 dogs to criminal investigations.	Yes	9 YRS	6YRS

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT FORD TRUCKS AND SUVS FROM DUVAL FORD, LLC AT A TOTAL COST NOT TO EXCEED $1,358,273 FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING FLORIDA SHERIFF'S 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 vehicles that have reached the end of their economic useful lives; and

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

WHEREAS, Duval Ford, LLC has met the specifications, terms and conditions of the Florida Sheriff's 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 Duval Ford, LLC for the purchase of replacement Ford trucks and SUVs at a total cost not to exceed $1,358,273 for the Fleet Management Department utilizing Florida Sheriff's Association Bid No. 13-11-904 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 September 18, 2014

REVISED

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

Subject: Approving the purchase of replacement Ford trucks and SUVs for the Fleet Management Department from Duval Ford, LLC d/b/a Duval Ford at a total cost of $1,358,273.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 13-11-0904. The vendor will furnish and deliver 22 single axle, cab and chassis (4x2), 6.7L, diesel engine, Ford trucks and six Ford Interceptor SUVs (see attached summary Pickup Trucks and SUVs By Department).

The trucks will be equipped with utility bodies and mounted cranes (5); crew cab and 2-yard dump bodies (5); 11' utility bodies (4); 14' dry freight bodies (3); crew cab with 9' utility bodies (4); and a trailer hauler body (1). The new trucks with life expectancies of 8 to 10 years will be assigned to the Parks and Recreation; Stormwater, Pavement and Traffic Operations; Police, and Water Resources departments. They will replace 8 to 15 year-old trucks that have reached the end of their useful economic life and will be sold at public auction. The dealer will install the body chassis.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid No. 13-11-0904:

Duval Ford, LLC d/b/a Duval Ford ..... $1,358,273.

Ford 450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	4	EA @	$42,641	$170,564
Base Price		EA @	31,056	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Cab Steps		EA @	319	
Spray-in Liner		EA @	745	
Full Size Spare Tire		EA @	349	
Trailer Towing Package		EA @	1,245	
84" Cab to Axle		EA @	174	
11 Ft. Utility Body		EA @	7,600	
Backup Alarm		EA @	130	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford 550 single axle cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	EA @	72,571	362,855
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Cab Steps		EA @	319	
Full Size Spare Tire & Rim		EA @	349	
4,000 LB EH Auto Crane		EA @	16,800	
Auto Crane Body		EA @	20,400	
Workbench Bumper		EA @	750	
Trailer Towing Package		EA @	1,245	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Crane Body Credit		EA @	(500)	

Continued on Page 2
Revised on September 11, 2014

CA-1

Ford 550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	4	EA @	47,106	188,424
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Crew Cab Model		EA @	4,740	
Cab Steps		EA @	369	
Spray-in Liner		EA @	895	
Full Size Spare Tire & Rim		EA @	349	
Trailer Towing Package		EA @	1,245	
9' Wide Service Body		EA @	6,300	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford F550 single axle cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	3	EA @	44,270	132,810
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Cab Steps		EA @	319	
Full Size Spare Tire & Rim		EA @	349	
108" Cab to Axle		EA @	349	
9' Dry Freight Wide Body		EA @	8,800	
Trailer Towing Package		EA @	1,245	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford F550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	EA @	50,085	250,425
Base Price		EA @	32,017	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Third Key		EA @	44	
Crew Cab Model		EA @	4,740	
Cab Steps		EA @	369	
Full Size Spare Tire & Rim		EA @	349	
Trailer Towing Package		EA @	1,245	
2-3 yr. Dump Body		EA @	10,000	
84" Cab to Axle		EA @	174	
Backup Alarm		EA @	124	
Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford 450 single axle crew cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine	1	EA @	47,581	47,581
Base Price		EA @	31,056	
Electric Brake Controller		EA @	229	
Limited Slip Differential		EA @	359	
Crew Cab Model		EA @	1,104	
Power Window and Door Locks		EA @	4,740	
Cab Steps		EA @	319	
Trailer Towing Package		EA @	1,245	
XL Value Package		EA @	594	
Hauler Body		EA @	7,500	

Continued on Page 3

Ship through Vehicle Modifier		EA @	260	
New City Tag		EA @	175	
Ford Interceptor SUV Full-size, AWD (pursuit), V6 gasoline engine	6	EA @	34,269	205,614
Base Price		EA @	24,731	
Rearview Camera		EA @	244	
Radio Noise Suppression		EA @	93	
Drivers Side Spot Light		EA @	N/C	
Courtesy Light Disable		EA @	18	
Rear Door Locks & Handles in-op		EA @	34	
Rear Windows In-op		EA @	24	
Front Headlamp Lighting Solution		EA @	914	
Priority Start Battery Saver		EA @	196	
St. Petersburg Graphics		EA @	300	
Third Key		EA @	126	
Rain Shields Flange Type		EA @	140	
Whelen Liberty Lightbar		EA @	1,765	
Cencom Deluxe Siren Controller		EA @	270	
K9 Container		EA @	2,200	
Water Dish and Liner		EA @	195	
Electronic Remote Door Opener		EA @	1,480	
Heat Alarm System		EA @	726	
New City Tag		EA @	150	
Labor to Install Equipment		EA @	663	

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: Purchase Summary
Resolution

Approvals:

Administrative **Budget**

Revised on September 11, 2014

Purchase Summary
Pick-up Trucks and SUVs by Departments

No.	Description	Qty.	Department	Purpose	Replacement	Age	Life Cycle
1	Truck, Ford F-450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	1	Police	Used for transporting the police horse trailer.	Yes	8 YRS	8YRS
2	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	4	Parks & Recreation	Used to maintain park land.	Yes	8-12 YRS	8YRS
3	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	1	Stormwater	Used to remove debris from roads for street sweeping	Yes	8 YRS	8 YRS
4	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	5	Water Resources	Used to maintain and repair water lines.	Yes	9-15 YRS	8YRS
5	Truck, Ford F-450, single axle cab & chassis 15,000 GVWR 4X2, 6.7 liter diesel engine.	4	Water Resources	Used to maintain and repair water lines.	Yes	10-15 YRS	8YRS
6	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Parks & Recreation	Used to maintain park land.	Yes	8-14 YRS	8YRS
7	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Water Resources	Used to maintain and repair water lines	Yes	8 YRS	8YRS
8	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	1	Parks & Recreation	Used to transport materials for special events.	Yes	14 YRS	8YRS
9	Truck, Ford F-550 single axle crew cab & chassis 17,500 GVWR 4X2, 6.7 liter diesel engine.	2	Water Resources	Used to maintain water and waste water lines	Yes	15 YRS	8 Yrs
10	SUV, AWD, Ford, Interceptor, 3.7 Liter gasoline engine	6	Police	Used to transport K-9 dogs to criminal investigations.	Yes	9 YRS	6YRS

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT FORD TRUCKS AND SUVS FROM DUVAL FORD, LLC AT A TOTAL COST NOT TO EXCEED $1,358,273 FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING FLORIDA SHERIFF'S 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 vehicles that have reached the end of their economic useful lives; and

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

WHEREAS, Duval Ford, LLC has met the specifications, terms and conditions of the Florida Sheriff's 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 Duval Ford, LLC for the purchase of replacement Ford trucks and SUVs at a total cost not to exceed $1,358,273 for the Fleet Management Department utilizing Florida Sheriff's Association Bid No. 13-11-904 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 September 18, 2014

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

Subject: Accepting a bid from Tom White, Inc. dba Tom White Painting & Restoration to paint and waterproof three municipal office buildings at a total cost of $745,750; approving a transfer from the unappropriated balance of the Municipal Office Buildings Fund (5005) to the General Capital Improvement Fund (3001) in the amount of $300,000; and approving a supplemental appropriation in the amount of $400,000 in the General Capital Improvement Fund to the MSC Repairs & Upgrades Project 11672.

Explanation: The Procurement Department received one bid for painting and waterproofing the exterior of three office buildings. The vendor will provide all labor, equipment and material for waterproofing City Hall, and painting and waterproofing the City Hall Annex and the Municipal Services Center. The work consists of preparing exterior surfaces, repairing walls, caulking, applying sealants, patching and applying paint coating to substrates and systems at these facilities in accordance with the specifications. These building were last waterproofed 10 to 13 years ago.

The Procurement Department, in cooperation with the Real Estate & Property Management Department recommends for award:

Tom White, Inc. dba Tom White Painting & Restoration (Pinellas Park).....$745,750

Tom White, Inc. dba Tom White Painting & Restoration has met the specifications, terms, and conditions of IFB No. 7695 dated June 26, 2014. They have satisfactorily performed similar projects in the past for the city. The principal of the firm is Thomas H. White, President.

Cost/Funding/Assessment Information: Funds will be available in the General Capital Improvement Fund (3001) and the City Facilities Capital Improvement Fund (3031) after a transfer from the unappropriated balance of the Municipal Office Buildings Fund (5005) to the General Capital Improvement Fund (3001) in the amount of $300,000 and the supplemental appropriation in the amount of $400,000 in the General Capital Improvement Fund to the MSC Repairs & Upgrades Project 11672. This project qualifies for City Code 2-214/Ordinance 79-H, Local Hiring: Construction Incentive Program.

Attachments: Resolution

Approvals:

Administrative

9-4-14

Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO TOM WHITE, INC. D/B/A TOM WHITE PAINTING & RESTORATION IN AN AMOUNT NOT TO EXCEED $745,750 TO PAINT AND WATERPROOF THREE MUNICIPAL OFFICE BUILDINGS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER FROM THE UNAPPROPRIATED BALANCE OF THE MUNICIPAL OFFICE BUILDINGS FUND (5005) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $400,000 IN THE GENERAL CAPITAL IMPROVEMENT FUND TO THE MSC REPAIRS & UPGRADES PROJECT (11672); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received one bid for painting and waterproofing of three municipal office buildings pursuant to IFB No. 7695 dated June 26, 2014; and

WHEREAS, Tom White, Inc. d/b/a Tom White Painting & Restoration has met the requirements of RFP 7695; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Real Estate & Property Management Department, 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 Tom White, Inc. d/b/a Tom White Painting & Restoration in an amount not to exceed $745,750 to paint and waterproof three municipal office buildings 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 there are hereby approved the following transfer from the unappropriated balance of the Municipal Office Buildings Fund (5005) for Fiscal Year 2014:

<u>Municipal Office Buildings Fund (5005)</u>

Transfer to: General Capital Improvements Fund (3001)	$300,000

BE IT FURTHER RESOLVED that the following supplemental appropriation for Fiscal Year 2014 in the General Capital Improvement Fund is hereby approved:

General Capital Improvement Fund

MSC Repairs & Upgrades Project (11672)	$400,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Budget

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

Subject: Accepting a bid from Wharton-Smith, Inc. for the Northeast Water Reclamation Facility (NEWRF) Clarifier No. 3 Rehabilitation for the Water Resources Department at a total cost of $394,214.

Explanation: The Procurement Department received two bids for rehabilitation of the NEWRF Clarifier No. 3 (see below).

The Contractor will furnish all labor, equipment, and materials to rehabilitate and upgrade the clarifier. The work includes rehabilitation of the sludge collector mechanism, installation of new unitube header, neoprene wiper and hardware; removal of the existing manifold seals and ell slip material, removal and replacement of existing truss arm shims and installing new scraper blade assemblies. The equipment is used to settle solids in the wastewater treatment process. This 37-year old clarifier had minor upgrades seven years ago.

The contractor will begin work approximately 14 calendar days from written Notice to Proceed and is scheduled to complete the work within 270 consecutive calendar days thereafter. Bids were opened on August 12, 2014 and are tabulated as follows:

Bidder	Bid Amount
Wharton-Smith, Inc. (Sanford, FL)	$394,214
TLC Diversified, Inc. (Palmetto, FL)	$432,200

Wharton-Smith, Inc., the lowest responsible and responsive bidder has met the specifications, terms and conditions of Bid No. 7655.

Cost/Funding/Assessment Information: Funds have been appropriated in the Water Resources Capital Improvement Fund, WRF NE Clarifier No. 3 Rehab FY14 Project (14223).

Attachment: Resolution

Approvals:

Administrative

Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO WHARTON-SMITH, INC. IN AN AMOUNT NOT TO EXCEED $394,214 FOR REHABILITATION OF THE NORTHEAST WATER RECLAMATION FACILITY (NEWRF) CLARIFIER NO. 3 FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two bids rehabilitation of the Northeast Water Reclamation Facility (NEWRF) Clarifier No. 3 pursuant to Bid No. 7655 dated July 3, 2014; and

WHEREAS, Wharton-Smith, Inc. has met the specifications, terms and conditions of Bid No. 7655; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, 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 Wharton-Smith, Inc. in an amount not to exceed $394,214 for rehabilitation of the Northeast Water Reclamation Facility (NEWRF) Clarifier No. 3 is hereby approved and the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

Kevin Streeter

City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

Subject: Awarding a three-year blanket purchase agreement to Lakeside Occupational Medical Centers, Inc. and Life Extension Clinics, Inc. dba Life Scan Wellness Centers for medical examinations and health testing services at an estimated annual cost of $320,000.

Explanation: The Procurement Department received three bids for medical examinations and health testing services. The vendors will provide pre-promotion and pre-employment medical examinations and tests as well as alcohol and controlled substance tests. In addition, they provide annual physicals for Fire and triennial physicals for the Police departments that include traditional occupational medical services as well as ultrasound imaging. The ultrasound imaging provides additional information on potentially serious conditions in the earlier stages of disease progression. These examinations ensure that specific job classifications within the city are staffed by physically capable individuals. The primary users are Fire, Human Resources, Parks & Recreation, and Police departments.

The Procurement Department recommends for award:

Health Services, Medical Examinations & Testing.....$320,000

Life Extension Clinics, Inc. dba Life Scan Wellness Centers (Tampa, FL)
Lakeside Occupational Medical Centers, Inc. (Largo, FL)

Life Extension Clinics, Inc. dba Life Scan Wellness Centers and Lakeside Occupational Medical Centers, Inc. have met the requirements of IFB No. 7701 dated June 27, 2014. They have provided these services for the city before and have performed satisfactorily. Blanket purchase agreements will be issued to the vendors and will be binding only for actual services rendered. Amounts paid to awardees pursuant to these agreements shall not exceed a combined annual total of $320,000. These agreements will be effective through September 30, 2017 with a two-year option for renewal.

Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001), Human Resources Department (0901185) and (0901189) [$94,000], Fire & Rescue Operations (1501497) [$160,000], Police Department Training (1401397) [$50,000], Emergency Medical Services Fund (1009), Fire & Rescue Emergency Medical Services (1501513), and Parks & Recreation Department (190) [$15,000].

Attachment: Bid Tabulation (5 pages)
Resolution

Approvals:

Administrative **Budget**

A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF THREE-YEAR AGREEMENTS (BLANKET AGREEMENTS) WITH ONE TWO-YEAR RENEWAL OPTIONS TO LAKESIDE OCCUPATIONAL MEDICAL CENTERS, INC. AND LIFE EXTENSION CLINICS, INC. DB/A LIFE SCAN WELLNESS CENTERS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $320,000 FOR MEDICAL EXAMINATIONS AND HEALTH TESTING SERVICES; 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 three bids for medical examinations and health testing services pursuant to IFB No. 7701 dated June 27, 2014; and

WHEREAS, Lakeside Occupational Medical Centers, Inc. and Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers have met the specifications, terms and conditions of Bid No. 7701; 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 agreements (Blanket Agreements) with two one-year renewal options to Lakeside Occupational Medical Centers, Inc. and Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers at an estimated annual cost not to exceed $320,000 for medical examinations and health testing services is hereby approved the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate these transactions.

BE IT FURTHER RESOLVED that these agreements will be effective through September 30, 2017.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

City of St. Petersburg

Bid Tabulation

Procurement and Supply Management

	Description	UOM	EAQ	Life Extension Clinics, Inc. dba Life Scan Wellness Centers Tampa, FL Terms: Net 30 Delivery: 1 Day Unit Price	Extended Price	Lakeside Occupational Medical Centers, Inc. Largo, FL Terms: Net 30 Delivery: Immediately Unit Price	Extended Price	Company Care Occupational Health Services dba Edward White Hospital St. Petersburg, FL Terms: Net 30 Delivery: 45 Days Unit Price	Extended Price
	Group I - Non-Fire/Non-Police Personnel Employment/Post Offer, Promotional, and Re-employment Physical Examinations								
1	Personal History and Medical Examination/Inquiry Form including Physician's Medical Examination Form	EA	120	No Bid	$0.00	No Charge	$0.00	No Charge	$0.00
2	Medical Examination by Physician Measurements and Screenings: Resting Heart Rate Systolic/Diastolic Blood Pressure Height/Weight Temperature Pulmonary Function Test (FEV, FVC, Hearing, Whisper Test Vision	EA	120	No Bid	$0.00	$65.00	$7,800.00	$70.00	$8,400.00
3	Back Screen/Evaluation (need determined by essential job functions - only in conjunction with Medical Examination by Physician)	EA	120	No Bid	$0.00	$20.00	$2,400.00	$15.00	$1,800.00
4	Laboratory Test, RPF Serology, VDRL	EA	120	No Bid	$0.00	$10.00	$1,200.00	$13.00	$1,560.00
5	Laboratory Test, Baseline Testing, Hep A/B/C	EA	120	No Bid	$0.00	$65.00	$7,800.00	$70.00	$8,400.00
6	Optional Laboratory Test, Hep B Titer	EA	10	No Bid	$0.00	$25.00	$250.00	$18.00	$180.00
7	Optional Hep B Vaccine (per dose)	EA	30	No Bid	$0.00	$35.00	$1,050.00	$55.00	$1,650.00
8	Tetanus Vaccine (if not current)	EA	80	No Bid	$0.00	$15.00	$1,200.00	$25.00	$2,000.00
9	Laboratory Test, Urinalysis	EA	120	No Bid	$0.00	$5.00	$600.00	$5.00	$600.00
10	Laboratory Test, Liver Functions Test	EA	120	No Bid	$0.00	$25.00	$3,000.00	$12.00	$1,440.00
11	Diagnostics Tests, Chest X-Ray (PA only)	EA	40	No Bid	$0.00	$25.00	$1,000.00	$70.00	$2,800.00
12	Optional Controlled Substance Screening, 5-Panel, HRS Urine Drug Screen	EA	90	No Bid	$0.00	$28.00	$2,520.00	$35.00	$3,150.00
13	Optional Controlled Substance Screening, NIDA Urine Drug Screen	EA	60	No Bid	$0.00	$28.00	$1,680.00	$35.00	$2,100.00
	(Group I) SUBTOTAL				**$0.00**		**$30,500.00**		**$34,080.00**
	Group II - Fire Department Personnel Employment/Post Offer Physical Examinations								
14	Personal History and Medical Examination/Inquiry Form including Physician's Medical Examination Form	EA	30	Included	$0.00	No Charge	$0.00	No Charge	$0.00
15	Medical Examination by Physician Measurements and Screenings: Resting Heart Rate Systolic/Diastolic Blood Pressure Height/Weight Temperature Pulmonary Function/Spirometry Audiometric Screening Vision/Titmus II Color Vision Test Baseline Heavy Metals Screen Body Fat Test	EA	30	$135.00	$4,050.00	$250.00	$7,500.00	$265.00	$7,950.00
16	Back Screen/Evaluation (need determined by essential job functions - only in conjunction with Medical Examination by Physician)	EA	120	Included	$0.00	$20.00	$2,400.00	$15.00	$1,800.00
17	Laboratory Test, Blood Chemical 24+	EA	30	$17.00	$510.00	$17.00	$510.00	$18.00	$540.00
18	Laboratory Test, Liver Function Test	EA	30	Included	$0.00	$25.00	$750.00	$12.00	$360.00
19	Laboratory Test, CBC - Complete Blood Count	EA	30	$11.00	$330.00	$11.00	$330.00	$12.00	$360.00
20	Laboratory Test, HDL Cholesterol and LDL Cholesterol	EA	30	$11.00	$330.00	$24.00	$720.00	$20.00	$600.00
21	Laboratory Test, Coronary Risk Profile (Cholesterol Fractionation)	EA	30	$24.00	$720.00	$24.00	$720.00	$20.00	$600.00
22	Laboratory Test, Tuberculosis PPD/Mantoux Test	EA	30	$10.00	$300.00	$10.00	$300.00	$10.00	$300.00
23	Laboratory Test, Baseline Testing, Hep A/B/C	EA	30	$65.00	$1,950.00	$65.00	$1,950.00	$70.00	$2,100.00
24	Optional Laboratory Test, Hep B Titer	EA	30	$20.00	$600.00	$20.00	$600.00	$18.00	$540.00
25	Optional Hep B Vaccine (per dose)	EA	24	$45.00	$1,080.00	$35.00	$840.00	$55.00	$1,320.00
26	Tetanus Vaccine (if not current)	EA	30	$15.00	$450.00	$15.00	$450.00	$25.00	$750.00
27	Laboratory Test, Urinalysis	EA	30	$5.00	$150.00	$5.00	$150.00	$5.00	$150.00
28	Optional MMR Vaccine	EA	10	$40.00	$400.00	$50.00	$500.00	$95.00	$950.00
29	Diagnostic Test, Chest X-Ray, AP and Lateral (2 views)	EA	30	$60.00	$1,800.00	$43.00	$1,290.00	$85.00	$2,550.00
30	Optional Diagnostic Test, X-Ray Lumbosacral Spine (3 views)	EA	30	$60.00	$1,800.00	$60.00	$1,800.00	$100.00	$3,000.00
31	Diagnostic Test, Stress Test	EA	30	$125.00	$3,750.00	$100.00	$3,000.00	$275.00	$8,250.00
32	Diagnostic Test, Resting 12-lead Electrocardiogram (EKG)	EA	30	$31.50	$945.00	$30.00	$900.00	$35.00	$1,050.00

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Bid Tabulation

Procurement and Supply Management

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33	Laboratory Test-Tuberculosis-Blood test	EA	30	$65.00	$1,950.00	$160.00	$4,800.00	$70.00	$2,100.00
34	Liver, Pancreas, Gall Bladder, Spleen, Kidney, Bladder Ultrasound	EA	30	$18.00	$540.00	$110.00	$3,300.00	$145.00	$4,350.00
35	Carotid Ultrasound	EA	30	$18.00	$540.00	$60.00	$1,800.00	$200.00	$6,000.00
36	Aortic Aneurysm Ultrasound	EA	30	$18.00	$540.00	$60.00	$1,800.00	$200.00	$6,000.00
37	Thyroid Ultrasound	EA	30	$18.00	$540.00	$60.00	$1,800.00	$145.00	$4,350.00
38	Pelvic Ultrasound (woman)	EA	10	$18.00	$180.00	$60.00	$600.00	$145.00	$1,450.00
39	Testicular Ultrasound	EA	20	$18.00	$360.00	$60.00	$1,200.00	$145.00	$2,900.00
40	Controlled Substance Screening, Urine Drug Screen (8-panel)	EA	30	$28.00	$840.00	$20.00	$600.00	$35.00	$1,050.00
	(Group II) SUBTOTAL				**$24,655.00**		**$40,610.00**		**$61,370.00**
	Group III - Fire Department Personnel Annual Physical Exams								
41	Personal History and Medical Examination/Inquiry Form including Physician's Medical Examination Form	EA	335	Included	$0.00	No Charge	$0.00	No Charge	$0.00
42	Coronary Risk Profile (Cholesterol Fractionation)	EA	335	$24.00	$8,040.00	$24.00	$8,040.00	$20.00	$6,700.00
43	Homocystine Profile (every three years)	EA	335	$28.00	$9,380.00	$72.80	$24,388.00	$25.00	$8,375.00
44	Medical Examination by Physician Measurements and Screenings: Resting Heart Rate Systolic/Diastolic Blood Pressure Height/Weight Temperature Body Fat Test Pulmonary Function/Spirometry Audiometric Screening Vision/Titmus II Color Vision Test	EA	335	$70.00	$23,450.00	$100.00	$33,500.00	$265.00	$88,775.00
45	Laboratory Test, Blood Chemical 24+	EA	335	$17.00	$5,695.00	$17.00	$5,695.00	$18.00	$6,030.00
46	Laboratory Test, Baseline Testing, Hep A/B/C	EA	335	$65.00	$21,775.00	$65.00	$21,775.00	$70.00	$23,450.00
47	Comprehensive Metabolic Panel	EA	335	Included	$0.00	$17.00	$5,695.00	$18.00	$6,030.00
48	Cardiac C - Reactive Protein	EA	335	$20.00	$6,700.00	$24.00	$8,040.00	$19.00	$6,365.00
49	Thyroid Panel	EA	335	$10.00	$3,350.00	$85.00	$28,475.00	$24.00	$8,040.00
50	Optional Laboratory Test, Hep B Titer	EA	40	$20.00	$800.00	$20.00	$800.00	$18.00	$720.00
51	Optional Hep B Vaccine (per dose)	EA	60	$45.00	$2,700.00	$35.00	$2,100.00	$55.00	$3,300.00
52	Tetanus Vaccine (if not current)	EA	50	$15.00	$750.00	$15.00	$750.00	$25.00	$1,250.00
53	Laboratory Test, Liver Function Test	EA	335	Included	$0.00	$25.00	$8,375.00	$12.00	$4,020.00
54	Laboratory Test, CBC - Complete Blood Count	EA	335	$11.00	$3,685.00	$11.00	$3,685.00	$12.00	$4,020.00
55	Laboratory Test, HDL Cholesterol and LDL Cholesterol	EA	335	$11.00	$3,685.00	$24.00	$8,040.00	$20.00	$6,700.00
56	Laboratory Test, Tuberculosis PPD/Mantoux Test	EA	335	$10.00	$3,350.00	$10.00	$3,350.00	$10.00	$3,350.00
57	Laboratory Test, Urinalysis	EA	335	$5.00	$1,675.00	$5.00	$1,675.00	$5.00	$1,675.00
58	Laboratory Test, Baseline Heavy Metals Screen	EA	335	$65.00	$21,775.00	$150.00	$50,250.00	$30.00	$10,050.00
59	Optional MMR Vaccine	EA	40	$40.00	$1,600.00	$50.00	$2,000.00	$95.00	$3,800.00
60	Diagnostic Test, Resting 12-lead Electrocardiogram (EKG)	EA	335	$31.50	$10,552.50	$30.00	$10,050.00	$35.00	$11,725.00
61	Diagnostic Test, Cardiac Stress Test	EA	335	$125.00	$41,875.00	$100.00	$33,500.00	$275.00	$92,125.00
62	Optional Medical Evaluations/Tests, Chest X-Ray (2 Views) (Every 5 years)	EA	160	$60.00	$9,600.00	$40.00	$6,400.00	$85.00	$13,600.00
63	Optional Medical Evaluations/Tests, X-Ray Lumbosacral Spine (3 views)	EA	160	$60.00	$9,600.00	$60.00	$9,600.00	$100.00	$16,000.00
64	Optional Medical Evaluations/Tests, Breast Examination/Mammogram - Female	EA	50	$90.00	$4,500.00	$125.00	$6,250.00	$152.00	$7,600.00
65	Optional Medical Evaluations/Tests, Cervical Cancer Exam - Female	EA	50	$47.00	$2,350.00	$100.00	$5,000.00	$75.00	$3,750.00
66	Optional Medical Evaluations/Tests, Rectal Cancer Exam (Digital Rectal Exam and Hemoccult included in exam)	EA	335	$27.00	$9,045.00	No Charge	$0.00	$50.00	$16,750.00
67	Optional Medical Evaluations/Tests, Prostate Exam - Male (Prostatic Specific Antigen - PSA)	EA	285	$25.00	$7,125.00	$30.00	$8,550.00	$50.00	$14,250.00
68	Liver, Pancreas, Gall Bladder, Spleen, Kidney, Bladder Ultrasound	EA	335	$18.00	$6,030.00	$110.00	$36,850.00	$145.00	$48,575.00
69	Carotid Ultrasound	EA	335	$18.00	$6,030.00	$60.00	$20,100.00	$200.00	$67,000.00
70	Aortic Aneurysm Ultrasound	EA	335	$18.00	$6,030.00	$60.00	$20,100.00	$200.00	$67,000.00
71	Thyroid Ultrasound	EA	335	$18.00	$6,030.00	$60.00	$20,100.00	$145.00	$48,575.00
72	Pelvic Ultrasound (woman)	EA	50	$18.00	$900.00	$60.00	$3,000.00	$145.00	$7,250.00
73	Testicular Ultrasound	EA	285	$18.00	$5,130.00	$60.00	$17,100.00	$145.00	$41,325.00
74	HIV Screening	EA	335	$15.00	$5,025.00	$36.00	$12,060.00	$25.00	$8,375.00
75	Skin Screening-Cancer	EA	335	Included	$0.00	No Charge	$0.00	$40.00	$13,400.00
76	Lab Test- Blood Sample- Tuberculosis, QuantiFeron Gold	EA	335	$65.00	$21,775.00	$160.00	$53,600.00	$70.00	$23,450.00

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77	Medical Evaluations/Tests, Stress 12-Lead Electrocardiogram	EA	10	$125.00	$1,250.00	$100.00	$1,000.00	$275.00	$2,750.00
78	Diabetes Test	EA	335	Included	$0.00	$10.00	$3,350.00	$17.00	$5,695.00
79	Pulmonary Function Test	EA	335	Included	$0.00	$25.00	$8,375.00	$35.00	$11,725.00
80	Breast Exam for Men	EA	335	Included	$0.00	No Charge	$0.00	$40.00	$13,400.00
81	Echocardiogram	EA	335	$18.00	$6,030.00	$60.00	$20,100.00	$428.00	$143,380.00
82	Hemmocult Study	EA	335	Included	$0.00	$5.00	$1,675.00	$25.00	$8,375.00
83	OSHA Respirator Medical Clearance	EA	335	Included	$0.00	$20.00	$6,700.00	$35.00	$11,725.00
84	Personal Consultation with review of testing results	EA	335	Included	$0.00	No Charge	$0.00	$35.00	$11,725.00
	(Group III) SUBTOTAL				**$277,287.50**		**$520,093.00**		**$902,175.00**
	Group IV - Police Department Personnel Employment/Post offer Physical Examinations								
85	Personal History and Medical Examination/Inquiry Form including Physician's Medical Examination Form	EA	30	Included	$0.00	No Charge	$0.00	No Charge	$0.00
86	Medical Examination by Physician Measurements and Screenings: Resting Heart Rate Systolic/Diastolic Blood Pressure Height/Weight Temperature Pulmonary Function/Spirometry Vision/Titmus II Color Vision Test Body Fat Test Audiometric Screening	EA	30	$70.00	$2,100.00	$130.00	$3,900.00	$135.00	$4,050.00
87	Back Screen/Evaluation (need determined by essential job functions - only in conjunction with Medical Examination by Physician)	EA	120	Included	$0.00	$20.00	$2,400.00	$15.00	$1,800.00
88	Laboratory Test, Blood Chemical 24+	EA	30	$17.00	$510.00	$17.00	$510.00	$18.00	$540.00
89	Laboratory Test, Liver Function Test	EA	30	Included	$0.00	$25.00	$750.00	$12.00	$360.00
90	Laboratory Test, CBC - Complete Blood Count	EA	30	$11.00	$330.00	$11.00	$330.00	$12.00	$360.00
91	Laboratory Test, HDL Cholesterol and LDL Cholesterol	EA	30	$11.00	$330.00	$24.00	$720.00	$20.00	$600.00
92	Laboratory Test, Coronary Risk Profile (Cholesterol Fractionation)	EA	30	$24.00	$720.00	$24.00	$720.00	$20.00	$600.00
93	Laboratory Test, Tuberculosis PPD/Mantoux Test	EA	30	$10.00	$300.00	$10.00	$300.00	$10.00	$300.00
94	Laboratory Test, Baseline Testing, Hep A/B/C	EA	30	$65.00	$1,950.00	$65.00	$1,950.00	$70.00	$2,100.00
95	Optional Laboratory Test, Hep B Titer	EA	30	$20.00	$600.00	$20.00	$600.00	$18.00	$540.00
96	Optional Hep B Vaccine (per dose)	EA	24	$45.00	$1,080.00	$35.00	$840.00	$55.00	$1,320.00
97	Tetanus Vaccine (if not current)	EA	30	$15.00	$450.00	$15.00	$450.00	$25.00	$750.00
98	Laboratory Test, Urinalysis	EA	30	$5.00	$150.00	$5.00	$150.00	$5.00	$150.00
99	MMR Vaccine (optional)	EA	10	$40.00	$400.00	$50.00	$500.00	$95.00	$950.00
100	Diagnostic Test, Chest X-Ray, AP and Lateral (2 views)	EA	30	$60.00	$1,800.00	$40.00	$1,200.00	$85.00	$2,550.00
101	Diagnostic Test, X-Ray Lumbosacral Spine (3 views)	EA	30	$60.00	$1,800.00	$60.00	$1,800.00	$100.00	$3,000.00
102	Optional Diagnostic Test, Stress Test	EA	10	$125.00	$1,250.00	$100.00	$1,000.00	$275.00	$2,750.00
103	Diagnostic Test, Resting 12-lead Electrocardiogram (EKG)	EA	30	$31.50	$945.00	$30.00	$900.00	$35.00	$1,050.00
104	Controlled Substance Screening, Urine Drug Screen (8-panel)	EA	30	$28.00	$840.00	$20.00	$600.00	$35.00	$1,050.00
	(Group IV) SUBTOTAL				**$15,555.00**		**$19,620.00**		**$24,820.00**
	Group V - Police Department Personnel Health Examinations								
105	Personal History and Medical Examination/Inquiry Form including Physician's Medical Examination Form	EA	97	Included	$0.00	No Charge	$0.00	No Charge	$0.00
106	Coronary Risk Profile (Cholesterol Fractionation)	EA	97	$24.00	$2,328.00	$24.00	$2,328.00	$20.00	$1,940.00
107	Homocystine Profile (every three years)	EA	97	$28.00	$2,716.00	$72.80	$7,061.60	$25.00	$2,425.00
108	Medical Examination by Physician Measurements and Screenings: Resting Heart Rate Systolic/Diastolic Blood Pressure Height/Weight Temperature Body Fat Test Pulmonary Function/Spirometry Audiometric Screening Vision/Titmus II Color Vision Test	EA	97	$70.00	$6,790.00	$100.00	$9,700.00	$150.00	$14,550.00
109	Laboratory Test, Blood Chemical 24+	EA	97	$17.00	$1,649.00	$17.00	$1,649.00	$18.00	$1,746.00
110	Laboratory Test, Baseline Testing, Hep A/B/C	EA	97	$65.00	$6,305.00	$65.00	$6,305.00	$70.00	$6,790.00

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111	Optional Laboratory Test, Hep B Titer	EA	10	$20.00	$200.00	$20.00	$200.00	$18.00	$180.00
112	Optional Hep B Vaccine (per dose)	EA	30	$45.00	$1,350.00	$35.00	$1,050.00	$55.00	$1,650.00
113	Tetanus Vaccine (if not current)	EA	97	$15.00	$1,455.00	$15.00	$1,455.00	$25.00	$2,425.00
114	Laboratory Test, Liver Function Test	EA	97	Included	$0.00	$20.00	$1,940.00	$12.00	$1,164.00
115	Laboratory Test, CBC - Complete Blood Count	EA	97	$11.00	$1,067.00	$11.00	$1,067.00	$12.00	$1,164.00
116	Laboratory Test, HDL Cholesterol and LDL Cholesterol	EA	97	$11.00	$1,067.00	$24.00	$2,328.00	$20.00	$1,940.00
117	Laboratory Test, Tuberculosis PPD/Mantoux Test	EA	97	$10.00	$970.00	$10.00	$970.00	$10.00	$970.00
118	Laboratory Test, Urinalysis	EA	97	$5.00	$485.00	$5.00	$485.00	$5.00	$485.00
119	MMR Vaccine (optional)	EA	30	$15.00	$450.00	$50.00	$1,500.00	$95.00	$2,850.00
120	Diagnostic Test, Resting 12-lead Electrocardiogram (EKG)	EA	97	$31.50	$3,055.50	$30.00	$2,910.00	$35.00	$3,395.00
121	Diagnostic Test, Stress Test	EA	97	$125.00	$12,125.00	$100.00	$9,700.00	$275.00	$26,675.00
122	Diagnostic Test, Chest X-Ray (2 views)	EA	97	$60.00	$5,820.00	$40.00	$3,880.00	$85.00	$8,245.00
123	Optional Skin Screening-Cancer	EA	97	Included	$0.00	No Charge	$0.00	$40.00	$3,880.00
124	Optional HIV Screening	EA	97	$15.00	$1,455.00	$36.00	$3,492.00	$25.00	$2,425.00
125	Optional Diagnostic Test, X-Ray Lumbosacral Spine (3 views)	EA	97	$60.00	$5,820.00	$60.00	$5,820.00	$100.00	$9,700.00
126	Optional Medical Evaluations/Tests, Breast Examination/Mammogram - Female	EA	24	$90.00	$2,160.00	$125.00	$3,000.00	$152.00	$3,648.00
127	Optional Medical Evaluations/Tests, Cervical Cancer Exam - Female	EA	24	$47.00	$1,128.00	$100.00	$2,400.00	$75.00	$1,800.00
128	Optional Medical Evaluations/Tests, Rectal Cancer Exam (Digital Rectal Exam and Hemoccult included in exam)	EA	97	$27.00	$2,619.00	No Charge	$0.00	$50.00	$4,850.00
129	Optional Medical Evaluations/Tests, Prostate Exam - Male (Prostatic Specific Antigen - PSA)	EA	97	$25.00	$2,425.00	$30.00	$2,910.00	$50.00	$4,850.00
130	Optional Medical Evaluations/Tests, Stress 12-Lead Electrocardiogram	EA	97	$125.00	$12,125.00	$100.00	$9,700.00	$275.00	$26,675.00
	(Group V) SUBTOTAL				**$75,564.50**		**$81,850.60**		**$136,422.00**
	Group VI - Police Steroid Testing								
131	Anabolic Steroid Test	EA	25	$150.00	$3,750.00	$100.00	$2,500.00	$160.00	$4,000.00
	(Group VI) SUBTOTAL				**$3,750.00**		**$2,500.00**		**$4,000.00**
	Group VII - Respirator Examinations (OSHA/NIOSH Mandated)								
132	Respirator Physical Examination Form/Respirator Medical History Form	EA	47	No Bid	$0.00	$10.00	$470.00	$15.00	$705.00
133	Respirator Examinations by Physician Measurements and Screenings: Resting Heart Rate Height/Weight Temperature Vision Screen Pulmonary Function Test (FEV, FVC, Hearing Whisper Test	EA	47	No Bid	$0.00	$145.00	$6,815.00	$55.00	$2,585.00
	(Group VII) SUBTOTAL				**$0.00**		**$7,285.00**		**$3,290.00**
	Group VIII - Independent Medical Evaluation								
134	Medical Record Review and Written Report of Findings	EA	4	No Bid	$0.00	$150.00	$600.00	$150.00	$600.00
135	Referral(s) to Sub-specialist (i.e. orthopedist, neurologist)	EA	4	No Bid	$0.00	No Charge	$0.00	No Charge	$0.00
	(Group VIII) SUBTOTAL				**$0.00**		**$600.00**		**$600.00**
	Group IX - Representation								
136	Representation at administrative hearings for challenged results of medical examinations	EA	1	No Bid	$0.00	$250.00/hr	$250.00	$250.00	$250.00
137	Expert testimony in a court of law for challenged results of medical examinations	EA	1	No Bid	$0.00	$300.00/hr	$300.00	$250.00	$250.00
	(Group IX) SUBTOTAL				**$0.00**		**$550.00**		**$500.00**
	Group X - Controlled Substance Testing								
138	Controlled Substance Testing, DOT 5 panel urine screen, initial and confirmation of all positives	EA	225	No Bid	$0.00	$20.00	$4,500.00	$35.00	$7,875.00
139	Controlled Substance Screening, Urine Drug Screen (8-panel)	EA	30	No Bid	$0.00	$20.00	$600.00	$35.00	$1,050.00
140	Alcohol Testing, DOT blood alcohol (evidential breath alcohol BAT)	EA	50	No Bid	$0.00	$35.00	$1,750.00	$20.00	$1,000.00

City of St. Petersburg

Bid Tabulation

Procurement and Supply Management

	Description	UOM	EAQ	Life Extension Clinics, Inc. dba Life Scan Wellness Centers Tampa, FL Terms: Net 30 Delivery: 1 Day Unit Price	Extended Price	Lakeside Occupational Medical Centers, Inc. Largo, FL Terms: Net 30 Delivery: Immediately Unit Price	Extended Price	Company Care Occupational Health Services dba Edward White Hospital St. Petersburg, FL Terms: Net 30 Delivery: 45 Days Unit Price	Extended Price
141	Controlled Substance Testing, DOT Split Sample Lab Second Opinion (usually ordered by employee)	EA	4	No Bid	$0.00	$250.00	$1,000.00	$200.00	$800.00
142	Controlled Substance Testing, Non-DOT 5 panel urine screen, initial and confirmation of all positives	EA	300	No Bid	$0.00	$20.00	$6,000.00	$35.00	$10,500.00
143	Alcohol Testing, Non DOT blood alcohol (evidential breath alcohol BAT)	EA	20	No Bid	$0.00	$35.00	$700.00	$25.00	$500.00
144	Alcohol Testing, Blood Alcohol Test (blood draw)	EA	20	No Bid	$0.00	$35.00	$700.00	$90.00	
145	After Hours Fee	EA	10	No Bid	$0.00	$50.00	$500.00	$75.00	$750.00
146	Drug Screen Litigation Records Packet	EA	10	No Bid	$0.00	$250.00	$2,500.00	$75.00	$750.00
	(Group X) SUBTOTAL				**$0.00**		**$18,250.00**		**$23,225.00**
	Group XI - Miscellaneous Vaccines and Tests								
147	Tetanus Vaccine	EA	20	No Bid	$0.00	$15.00	$300.00	$25.00	$500.00
148	Laboratory Test, Baseline Heavy Metals Screen	EA	20	No Bid	$0.00	$150.00	$3,000.00	$30.00	$600.00
149	Laboratory Test, Baseline Testing for Hep A/B/C	EA	10	No Bid	$0.00	$65.00	$650.00	$70.00	$700.00
150	Laboratory Test, Baseline Testing for Hep A/B	EA	4	No Bid	$0.00	$65.00	$260.00	$70.00	$280.00
151	Laboratory Test, Baseline Testing for Hep C	EA	4	No Bid	$0.00	$24.00	$96.00	$21.00	$84.00
152	Laboratory Test, Hep B Titer	EA	50	No Bid	$0.00	$20.00	$1,000.00	$18.00	$900.00
153	Hep A Vaccine (per dose)	EA	30	No Bid	$0.00	$80.00	$2,400.00	$80.00	$2,400.00
154	Hep B Vaccine (per dose)	EA	30	No Bid	$0.00	$35.00	$1,050.00	$55.00	$1,650.00
155	TwinRix Vaccine (per dose)	EA	50	No Bid	$0.00	$78.00	$3,900.00	$105.00	$5,250.00
156	MMR Vaccine	EA	4	No Bid	$0.00	$50.00	$200.00	$95.00	$380.00
157	Chest X-Ray (PA only)	EA	4	No Bid	$0.00	$30.00	$120.00	$70.00	$280.00
158	X-Ray Lumbosacral Spine (3 views)	EA	4	No Bid	$0.00	$60.00	$240.00	$100.00	$400.00
159	Back Screen/Evaluation (need determined by essential job functions - only in conjunction with Medical Examination by Physician)	EA	10	No Bid	$0.00	$20.00	$200.00	$15.00	$150.00
160	DOT Physical	EA	56	No Bid	$0.00	$35.00	$1,960.00	$60.00	$3,360.00
161	Flu Vaccine	EA	30	No Bid	$0.00	$20.00	$600.00	$25.00	$750.00
162	Diagnostic Test, Stress Test	EA	10	No Bid	$0.00	$100.00	$1,000.00	$275.00	$2,750.00
	(Group XI) SUBTOTAL				**$0.00**		**$16,976.00**		**$20,434.00**
	Group XII - Training								
163	On Site Instructor, DOT Supervisor Training	EA	1	No Bid	$0.00	$500.00	$500.00	$150.00	$150.00
164	On Site Instructor, Infectious Disease Control	EA	1	No Bid	$0.00	$150.00	$150.00	$150.00	$150.00
	(Group XII) SUBTOTAL				**$0.00**		**$650.00**		**$300.00**
	(All Groups) TOTAL				**$396,812.00**		**$739,484.60**		**$1,211,216.00**

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

Subject: Awarding a contract to Island Marine Group, LLC, in the amount of $295,160 for the construction of the Bay Vista Boat Ramp Improvements Project (Engineering Project No. 11236-417; Oracle Project No. 13181); approving a resolution authorizing the Mayor to accept a Florida Fish and Wildlife Conservation Commission ("FFWCC") Grant ("Grant") from the Florida Boating Improvement Program, Boating and Waterways Section for Project at a total maximum reimbursement amount of $140,000; to execute the Florida Boating Improvement Program Grant Agreement for the Project site with the FFWCC; and to execute all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of $140,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the Boat Ramp Facility Improvements Project (13181); and establishing an effective date.

Explanation: The Procurement Department received five bids for the Bay Vista Boat Ramp Improvement Project (see below).

The work consists of furnishing all labor, material, and equipment necessary to demolish two existing concrete boat ramp slabs, related seawall, and floating docks. The Contractor will construct two new 71-foot long by 17-feet wide, 8-inch thick, reinforced concrete boat ramp slabs, with related seawall and floating docks. Work includes installation of silt fence and 480 LF of floating turbidity barrier, 100 LF sheet pile coffer dam for dewatering; and saw cut and removal of 125 CY of asphalt parking lot transition area and removal of 13 SY of concrete sidewalk, 210 SY of concrete boat ramps, curbs, abutments, 80 LF of concrete seawall cap, 7 LF of concrete seawall, 56 LF of concrete cap and concrete sheet pile seawall, 16' x 40' aluminum gangway, 24' x 8' floating aluminum dock, and concrete pilings; as well as preparation of grade and bedding. New construction includes 285 SY of reinforced concrete boat ramps, 110 LF of concrete sheet pile and seawall with cap, 80 LF of new seawall cap on existing sheet pile wall, construction of new concrete abutment with handrails, four bollards, installation of 30 LF of aluminum gangway, 10' by 28' aluminum floating dock, and four 12" diameter concrete piles.

Bay Vista Park is located at the southernmost end of 4th Street South at Pinellas Point Drive South. The two boat ramps have been in use since the 1970's , providing access to Tampa Bay from Pinellas Point. The facility experiences heavy use on the weekends. The boat ramp surfaces are severely cracked, deteriorated, and are in need of replacement. In addition, the existing ramps do not meet the State Association for Boating Access (SOBA) recommended design standards for slope or length for boat launching. The new concrete ramps will be longer and wider, and will provide a greater depth of water beyond the end of the ramps allowing launching of boats with deeper drafts, and launching during lower tides, and meet SOBA recommended design standards.

The Project is partially funded by a grant which requires the City to host a public dedication that declares the project site as boating access facilities for the use and benefit of the general public for a minimum of twenty years from the date of the dedication. The site dedication will be presented to City Council for approval prior to requesting reimbursement of grant proceeds at the completion of the Project in Spring 2015.

Continued on Page 2

The contractor will begin work approximately ten days from Notice to Proceed and is scheduled to complete the work within seventy five consecutive calendar days thereafter. The contractor will have an additional thirty consecutive days to complete any identified punch list items. Bids were opened on March 6, 2014 and are tabulated as follows:

Bidder	Base Bid
Island Marine Group, LLC, (Apollo Beach, FL)	$295,160.00
Speeler & Associates, Inc. (Largo, FL)	$297,487.00
Steve's Excavating & Painting dba Sarnago & Sons (Dunedin, FL)	$361,623.73
Tampa Bay Marine, Inc. (Gibsonton, FL)	$435,635.00
Kelly Brothers, Inc. (Ft. Myers, FL)	$475,001.30

Island Marine Group, LLC, the lowest responsible and responsive bidder has met the specifications, terms and conditions of Bid No. 7614 dated January 29, 2014. They have satisfactorily performed similar work for the cities of St. Petersburg and Tampa. Island Marine Group, LLC has met the SBE requirements. The Member Manager of Island Marine Group, LLC is Cynthia Pride-Belfatto.

Recommendation: Administration recommends awarding this Contract to Island Marine Group, LLC, in the amount of $295,160 for the Bay Vista Boat Ramps under the Boat Ramp Facility Improvements Project (13181) and that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a Florida Fish and Wildlife Conservation Commission ("FFWCC") Grant ("Grant") from the Florida Boating Improvement Program, Boating and Waterways Section for the Bay Vista Boat Ramp Project ("Project") at a total maximum reimbursement amount of $140,000; to execute the Florida Boating Improvement Program Grant Agreement for the Project site with the FFWCC; and to execute all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of $140,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the Boat Ramp Facility Improvements Project (13181); and establishing an effective date.

Cost/Funding/Assessment Information: Funds are available in the Recreation and Culture Capital Fund (3001), Oracle Project (13181).

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ISLAND MARINE GROUP, LLC IN AN AMOUNT NOT TO EXCEED $295,160 FOR THE BAY VISTA BOAT RAMP IMPROVEMENTS PROJECT ("PROJECT") (ORACLE PROJECT NO. 13181); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A FLORIDA BOATING IMPROVEMENT PROGRAM GRANT FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THE PROJECT AT A TOTAL MAXIMUM REIMBURSEMENT IN THE AMOUNT OF $140,000 SUBJECT TO A SITE DEDICATION BY THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FLORIDA BOATING IMPROVEMENT PROGRAM GRANT AGREEMENT FOR THE PROJECT AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $140,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL PROJECT FUND (3001) RESULTING FROM THESE ADDITIONAL REVENUES TO THE BOAT RAMP FACILITY IMPROVEMENTS PROJECT (13181); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received five bids for the Bay Vista Boat Ramp Improvements Project ("Project") (Oracle Project No. 13181) pursuant to Bid No. 7614 dated January 29, 2014; and

WHEREAS, Island Marine Group, LLC has met the requirements of Bid No. 7614; and

WHEREAS, the Administration recommends approval of this award to Island Marine Group, LLC; and

WHEREAS, the City applied for and received a Florida Boating Improvement Program Grant from the Florida Fish and Wildlife Conservation Commission for the Project at a maximum reimbursement of $140,000 subject to a site dedication by the City of St. Petersburg, Florida; and

WHEREAS, the Administration recommends acceptance of the Florida Boating Improvement Project Grant from the Florida Fish and Wildlife Conservation Commission and authorization for the Mayor or his Designee to execute all documents necessary to effectuate these transactions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the bid and award of an agreement to Island Marine Group, LLC in an amount not to exceed $295,160 for the Bay Vista Boat Ramp Improvements Project ("Project") (Oracle Project No. 13181) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his Designee is hereby authorized to accept the Florida Boating Improvement Program Grant from the Florida Fish and Wildlife Conservation Commission for the Project at a total maximum reimbursement in the amount of $140,000, subject to site dedication by the City of St. Petersburg, Florida.

BE IT FURTHER RESOLVED that the Mayor or his Designee is authorized to execute the Florida Boating Improvement Program Grant Agreement and all other documents necessary to effective these transactions.

BE IT FURTHER RESOLVED that the following supplemental appropriation for Fiscal Year 2014 in the amount of $140,000 from the increase in the unappropriated balance of the General Capital Project Fund (3001) is hereby approved:

General Capital Project Fund (3001)

Boat Ramp Facility Improvements Project (13181)	$140,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Budget

Administration

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

Subject: Accepting a bid from CDW Government, LLC for mobile printers and accessories for the Police Department in an amount not to exceed $256,000.

Explanation: The Procurement Department received six bids for Brother RJ-4030-K mobile printers, cables, adaptors and accessories. The vendor will furnish and deliver 354 mobile printers and accessories that will be installed in police cruisers to print citations.

Funding for this purchase is through a $256,000 grant from The National Highway Traffic Safety Administration and Florida Department of Transportation.

The Procurement Department, in cooperation with the Police Department, recommends for award:

CDW Government, LLC.....$256,000
Brother RJ-4030-K printers and accessories: 354 @ $721.58 ea

CDW Government, LLC the lowest responsible and responsive bidder has met the specifications, terms and conditions of Bid No. 7730 dated August 6, 2014.

Cost/Funding/Assessment Information: Funds have been previously appropriated in Operating Grant Fund (1720) Police Information & Technology Services (1401401).

Attachments: Bid Tabulation
Resolution

Approvals:

Administrative **Budget**

A RESOLUTION ACCEPTING THE BID AND AWARDING AN AGREEMENT TO CDW GOVERNMENT LLC IN AN AMOUNT NOT TO EXCEED $256,000 FOR MOBILE PRINTERS AND ACCESSORIES FOR THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received six bids for mobile printers and accessories pursuant to Bid No. 7730 dated August 6, 2014; and

WHEREAS, CDW Government LLC has met the specifications, terms and conditions of Bid No. 7730; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police Department, 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 CDW Government LLC in an amount not to exceed $256,000 for the purchase of mobile printers and accessories is hereby approved the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

IFB No. 7730 Computer Hardware: Brother Mobile Printers and Accessories

Don Enge, Procurement Analyst

City of St. Petersburg

Bid Tabulation

Procurement and Supply Management

Line No.	Description	Est. Qty.	UOM	CDW Government LLC, Vernon Hills, IL, Delivery: NA, Terms: Net-30 Days		Nomar Enterprises LLC dba Rugged Depot, Magnolia, TX, Delivery: 30 Days, Terms: Net-30 Days		Insight Public Sector, Inc., Tampa, FL, Delivery: 45 Days, Terms: Net-30 Days		Continental Wireless, Inc., Dallas, TX, Delivery: 30 Days, Terms: Net-30 Days		Scan Technology, Inc., Gainesville, FL, Delivery: 35 Days, Terms: Net-30 Days		Howard Technology Solutions a div. of Howard Industries, Inc., Laurel, MS, Delivery: 10-14 Days, Terms: Net-30 Days	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Printer, 4" Mobile, Monochrome, Direct Thermal, 203 DPI, USB/Serial/Bluetooth, including Battery. Mfg./Model No. Brother RuggedJet, RJ-4030-K Bluetooth+ (No Substitutes)	300	EA	$463.20	$138,960.00	$527.49	$158,247.00	$465.00	$139,500.00	$522.38	$156,714.00	$826.53	$247,959.00	$498.00	$149,400.00
2	Adapter, AC Power, includes AC Cable (LB3781). Mfg./Model No. Brother, LB3834-001 (No Substitutes)	20	EA	31.42	628.40	39.85	797.00	33.75	675.00	9.72	194.40	9.01	180.20	37.00	740.00
3	Adapter, Car, Wired, 14 Ft. Mfg./Model No. Brother, LB3692-001 (No Substitutes)	300	EA	14.18	4,254.00	17.17	5,151.00	15.50	4,650.00	16.32	4,896.00	15.25	4,575.00	16.00	4,800.00
4	Adapter, Car, 3 Ft. Cig. Plug. Mfg./Model No. Brother, LB3690-001 (No Substitutes)	50	EA	14.18	709.00	17.17	858.50	18.00	900.00	16.32	816.00	15.25	762.50	16.00	800.00
5	Battery, Lithium-ion, for Brother RJ-4030-K. Mfg./Model No. Brother, PA-BT-4000LI (No Substitutes)	100	EA	79.04	7,904.00	107.51	10,751.00	84.00	8,400.00	90.91	9,091.00	84.96	8,496.00	87.00	8,700.00
6	Accessory, Shoulder Strap for RJ-4030-K. Mfg./Model No. Brother, PA-SS-4000 (No Substitutes)	20	EA	26.34	526.80	39.22	784.40	28.00	560.00	30.31	606.20	28.31	566.20	29.00	580.00
7	Accessory, Protective Case for RJ-4030-K. Mfg./Model No. Brother, PA-WC-4000 (No Substitutes)	20	EA	44.79	895.80	60.65	1,213.00	47.00	940.00	51.52	1,030.40	48.10	962.00	49.00	980.00
8	Accessory, Vehicle Mount for RJ-4030-K. Mfg./Model No. Brother, PA-CM-4000 (No Substitutes)	300	EA	58.00	17,400.00	73.80	22,140.00	61.00	18,300.00	66.67	20,001.00	62.45	18,735.00	64.00	19,200.00
9	Accessory, 4 Bay Battery Charger for Brother PA-BT-4000LI. Mfg./Model No. Brother, PA-4BC-4000 (No Substitutes)	10	EA	263.45	2,634.50	390.55	3,905.50	276.50	2,765.00	303.03	3,030.30	282.88	2,828.80	288.00	2,880.00
10	Accessory, Paper (standard receipt paper), 123.4 Ft. Rolls, 36/CASE. Mfg./Model No. Brother, RDM01U5 (No Substitutes)	25	EA	46.48	1,162.00	62.11	1,552.75	52.50	1,312.50	62.61	1,565.25	54.65	1,366.25	56.00	1,400.00
11	Accessory, Arm Rest Bracket for RJ-4030-K. Mfg No. Havis C-ARPB-125 (No Substitutes)	300	EA	138.00	41,400.00	149.35	44,805.00	154.00	46,200.00	203.03	60,909.00	158.55	47,565.00	149.00	44,700.00
			Subtotal:		**$216,474.50**		**$250,205.15**		**$224,202.50**		**$258,853.55**		**$333,995.95**		**$234,180.00**
			SBE Discount:		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
			Payment Discount:		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
			Total:		**$216,474.50**		**$250,205.15**		**$224,202.50**		**$258,853.55**		**$333,995.95**		**$234,180.00**

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

Subject: Awarding a contract to Tecta America West Florida, LLC in the amount of $122,357 for the Cosme Water Treatment Plant Pump Building Roofing Repairs project; appropriating $133,000 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the COS Pump Building Roof Repair FY14 Project (14583) and providing an effective date.

Explanation: The Procurement Department received four bids for the Cosme Water Treatment Plant Pump Building Roofing Repairs project (see below). The work consists of furnishing all labor, material, and equipment necessary to remove and dispose of the existing roof systems, flashings and accessories; install approximately 3,600 square feet of high performance ethylene interpolymer roofing system and provide a new scupper, coping, flashing and other roof accessories as referenced in the technical specifications and drawings. In addition, the high performance ethylene interpolymer roofing system includes a 20-year warranty and an additional one-year contractor's warranty covering leaks caused by defects and/or installation workmanship. The existing roof system is over 26 years old, has reached the end of its useful service life, and is in need of replacement.

The contractor will begin work approximately fifteen days from the Notice to Proceed and is scheduled to complete work within fifty consecutive calendar days thereafter. Quotes were received on July 29, 2014, and are tabulated as follows:

Bidder	Base Bid
Tecta America West Florida, LLC (Tampa, Florida)	$122,357
Gulfstates Industries, Inc. (Holiday, Florida)	$128,000
Southern Roofing Company, Inc. (Tampa, Florida)	$153,902
Tarheel Roofing, Inc. (St. Petersburg, Florida)	$161,397

Tecta America West Florida, LLC, the lowest responsive and responsible bidder, has met the specifications, terms and conditions for RFQ No. 5474, dated June 19, 2014. They have satisfactorily completed similar projects in the past for City of Lakeland, St. Petersburg Christian School, EastGroup Properties, and Raymond James. The Managing Member is Tecta America Corp. The principals of Tecta America Corp are David R. Reginelli, Vice President, Norman Kirkpatrick, Vice President, Melinda Ryan, Vice President and Michael Kliber, Vice President.

Recommendation: Administration recommends awarding this contract to Tecta America West Florida LLC, in the amount of $122,357 for the COSME Water Treatment Plant Pump Building Roofing Repairs project and providing an effective date. Administration also recommends an additional contingency of $10,643 to cover consulting inspection costs during construction for a total not to exceed of $133,000.

Cost/Funding/Assessment Information: Funds will be available following a supplemental appropriation in the amount of $133,000 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the COS Pump Building Roof Repair FY14 Project (14583).

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO TECTA AMERICA WEST FLORIDA LLC IN AN AMOUNT NOT TO EXCEED $122,357 FOR THE COSME WATER TREATMENT PLANT PUMP BUILDING ROOFING REPAIRS PROJECT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $133,000 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECT FUND (4003) TO THE COS PUMP BUILDING ROOF REPAIR FY14 PROJECT (14583); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received four bids the Cosme Water Treatment Plant Pump Building Roofing Repairs Project pursuant to RFQ No. 5474 dated June 19, 2014; and

WHEREAS, Tecta America West Florida LLC has met the requirements of RFQ 5474; 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 Tecta America West Florida LLC in an amount not to exceed $122,357 for the Cosme Water Treatment Plant Pump Building Roofing Repairs Project is hereby approved and 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 from the unappropriated balance of the Water Resources Capital Project Fund (4003) is hereby approved:

Water Resources Capital Project Fund (4003)	
COS Pump Building Roof Repair FY14 Project (14583)	$133,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

Tom Streeter
City Attorney (Designee)

Budget

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

SUBJECT: A Resolution authorizing the Mayor, or his designee, to execute a one (1) year agreement with the Pinellas Suncoast Transit Authority in an amount not to exceed $75,000 to operate a daily fixed route trolley service program from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to the Dolphin and Pelican Parking Lots; and providing an effective date.

EXPLANATION: In October, 2009 the "Central Avenue Shuttle" was created in partnership with the Pinellas Suncoast Transit Authority (PSTA), the St. Petersburg Downtown Partnership and the City of St. Petersburg. The Central Avenue Shuttle was created as a second themed service as an expansion of the St. Petersburg Trolley system which previously only included the Downtown Looper. The Central Avenue Shuttle provided service between The Pier and Grand Central Station at Central Avenue and 31st Street. These trolley services augment regular bus service, provide enhanced public transit, operate inexpensive and frequent service, reduce pollution, enhance citizen and visitor transportation options and support local businesses.

In October, 2011 the City and PSTA partnered to expand the popular Central Avenue Shuttle and renamed it the Central Avenue Trolley. The expanded service allowed riders to board at Pass-A-Grille and ride all the way to The Pier via St. Pete Beach and Central Avenue without having to make a transfer. The Central Avenue Trolley has been in operation for almost three years and ridership has continued to exceeded expectations. In fiscal year 2013, the Central Avenue Trolley carried over 73,000 passengers per month and was the fifth most popular route in the PSTA system. Although The Pier building is closed at this time, the Central Avenue Trolley provides valuable service to the waterfront and serves both the Pelican and Dolphin surface lots and links these parking assets to other downtown destinations.

The City's commitment of $75,000 was required in order to provide a "Reduced Fare Zone" and a "Free Fare Zone" upon the implementation of the Central Avenue Trolley. These zones (depicted in Exhibit A) were critical to enhance ridership on the shorter rides within the greater downtown area. The City and PSTA desire to continue these reduced fare zones in the proposed renewal. Because PSTA normally receives $2 per passenger and needs to maintain revenue to meet the expenses of running the operation, the City would be responsible for continuing to buy down the rate at a cost of $0.50 per rider. However, the $0.50 per rider only applies to those who do not have daily or monthly transit passes, do not qualify for the Unlimited Access Program and do not ride outside the free fare zone as those riders would pay the normal rate once they exit the free fare zone or would have already paid the full fare before entering the reduced fare zone. PSTA has agreed to again place a $75,000 cap on the City's fare buy-down contribution.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a one (1) year agreement with the Pinellas Suncoast Transit Authority in an amount not to exceed $75,000 to operate a daily fixed

route trolley service program from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to the Dolphin and Pelican Parking Lots; and providing an effective date.

COST/FUNDING ASSESSEMENT INFORMATION: Funding for the City's responsibility to buy down fares will be appropriated in the FY 15 Operating Budget (pending Council adoption), General Fund (0001), Transportation & Parking Management Department, Administration (281-1797).

ATTACHMENTS: Resolution
Agreement

APPROVALS:

Administration: EM

Budget: 9-4-14

Legal:

Resolution No. 2014- ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A ONE (1) YEAR AGREEMENT WITH THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN AN AMOUNT NOT TO EXCEED $75,000 TO OPERATE A DAILY FIXED ROUTE TROLLEY SERVICE FROM ST. PETE BEACH TO THE EASTERN TERMINUS OF SECOND AVENUE N.E. IN DOWNTOWN ST. PETERSBURG INCLUDING SERVICE TO THE DOLPHIN AND PELICAN PARKING LOTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is undertaking certain measures to stimulate economic activity through transportation initiatives; and

WHEREAS, the Pinellas Suncoast Transit Authority ("PSTA") has been providing trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to the Dolphin and Pelican Parking Lots ("Service") since October of 2011; and

WHEREAS, the City and PSTA desire to continue this partnership and have negotiated an agreement whereby PSTA will continue to implement the Service; and

WHEREAS, the City has included $75,000 in the FY 15 City Development Administration budget for the Central Avenue Trolley; and

WHEREAS, the City wishes to contribute up to $75,000 to support the Central Avenue Trolley for the portion of the Service which will shuttle passengers between Sundial and the Dolphin and Pelican Parking Lots for free as well as provide discounted ($0.50) rides between Grand Central Station and Sundial.

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 one (1) year agreement with the Pinellas Suncoast Transit Authority in an amount not to exceed $75,000 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to the Dolphin and Pelican Parking Lots.

This Resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: _____

Administration: _____
Evan Mory, Director,
Transportation and Parking
Management Department

Budget: _____

CENTRAL AVENUE TROLLEY AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2014, by and between PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA"), an independent special district, with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, 33716, and the CITY OF ST. PETERSBURG (the "City"), a Florida municipal corporation with its principal place of business located at 175 Fifth Street North, St. Petersburg, FL 33701 (collectively referred to as the "Parties").

WHEREAS, PSTA has been providing trolley services for the Central Avenue Shuttle from St. Pete Beach to The Pier ("Central Avenue Trolley") since October of 2011; and

WHEREAS, the City and PSTA desire to continue the Central Avenue Trolley services; and

WHEREAS, the City and PSTA desire to provide public transportation in the downtown area of St. Petersburg, Florida;

NOW, THEREFORE, the Parties, in consideration of the covenants, conditions and mutual obligations contained herein, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.

2. CENTRAL AVENUE TROLLEY. PSTA shall operate the Central Avenue Trolley in accordance with the expanded route map, which is attached hereto as **Exhibit A** and incorporated by reference.

3. REDUCED FARE ZONES. The passenger fares charged for Central Avenue Trolley routes between Grand Central Station and Sundial ("Reduced Rate Zone") shall be at a reduced rate of Zero U.S. Dollars and 50/100 ($0.50) per passenger, per ride. PSTA shall not charge passengers any fare for routes between Sundial and the St. Petersburg Pier, including the surface parking lots for the St. Petersburg Pier ("Free Fare Zone"). Any passengers utilizing daily, monthly, or other pre-paid passes will not be charged a fare.

4. SUBSIDY. The City shall pay PSTA Zero U.S. Dollars and 50/100 ($0.50) per passenger, not to exceed an annual maximum of Seventy-five Thousand U.S. Dollars and NO/100 ($75,000.00), on a monthly basis. The subsidy paid to PSTA of $0.50 is a match for each passenger boarding in the Free Fare Zone and for cash paying passengers boarding in the Reduced Fare Zone, except no match will be paid for passengers who utilize a pre-paid pass, passengers who qualify for the Unlimited Access Program, or those who ride any portion of the route outside the Free and Reduced Fare Zones. PSTA shall submit a monthly invoice to the City within thirty (30) days after the completion of each calendar month and payment shall be remitted no later than thirty (30) days after the receipt of each invoice.

5. TERM. This Agreement shall be effective for a one (1) year period commencing October 1, 2014 and terminating on September 30, 2015. The Parties may only extend or renew the term of this Agreement by mutual written agreement.

6. TERMINATION.

   a. WITHOUT CAUSE. This Agreement may be terminated without cause by either party by upon ninety (90) days' written notice of its intent to terminate.

   b. WITH CAUSE. In the event the City fails to comply with any provision of this Agreement, including failure to make timely payment of undisputed invoices, PSTA may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to the City.

7. NOTICES.

   a. All notices, requests, demands or deliveries, and other communications which are required or permitted under this Agreement shall be in writing and sent to the respective addresses below:

If to PSTA:
Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716
Fax No. 727-540-1913

If to the City:
Director, Transportation & Parking Mgt.
City of St. Petersburg
One 4th Street N.
St. Petersburg, FL 33701
Fax No. 727-551-3326

With required copy to:
Alan S. Zimmet, General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Fax: (813) 223-2705

   b. Either party may change its above contact information by providing written notice to the other party.

8. HOLD HARMLESS. PSTA and the City agree, to the extent permitted by law, to indemnify, defend and hold the other harmless for the negligent acts omissions of their employees and officers and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City or PSTA may be entitled to under the doctrine of sovereign immunity or Section 768.28,

Florida Statutes. The obligations contained in this Paragraph shall survive the termination of this Agreement, however terminated.

9. MISCELLANEOUS.

a. **Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The City and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal action shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

b. **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement among the Parties and supersedes any and all prior negotiations, oral agreements or representations made or relating to the subject matter of this Agreement.

c. **Assignment**. This Agreement may not be assigned without the prior written consent of the other party. Such consent shall not be unreasonably withheld or delayed.

d. **Third Party Rights**. This Agreement shall not be construed to create any rights, claims, or benefits to any person other than the Parties hereto.

e. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provisions shall be deemed separate, severable, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected thereby.

f. **Headings and Paragraph References**. The headings and paragraph references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such paragraphs.

g. **Authorization**. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective entities to the terms hereof.

h. **Modification.** This Agreement may not be amended or altered except by mutual written agreement of the Parties. No waiver shall be valid unless set forth in writing and signed by the party waiving its rights, claims, or remedies available at law. In the event either party elects to waive its remedies for breach of this Agreement, such a waiver shall not limit that party's remedies for any subsequent breach of that or any other term of this Agreement.

i. **Non-Appropriation.** The obligations of the Parties as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party 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 party pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have hereto made an executed this Agreement on the date first above written.

Witness:

_____

Print Name:_____

Pinellas Suncoast Transit Authority

_____

Brad Miller, Chief Executive Officer

Approved as to form:

_____

Alan S. Zimmet, General Counsel

Witness:

_____
Print Name:_____

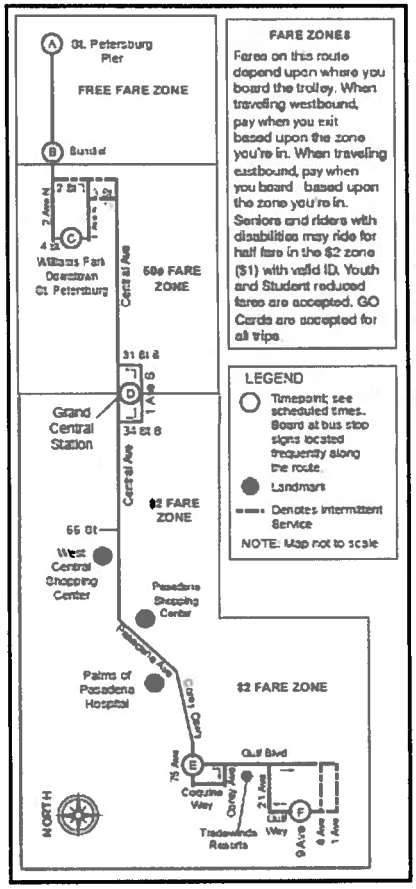
Approved as to Content and Form
_____
City Attorney (Designee)
By: Heather K. Judd
Assistant City Attorney

City of St. Petersburg, Florida

By: _____
Print Name: _____
As its:_____

Attest: _____
Chan Srinivasa, City Clerk

EXHIBIT A



FARE ZONES

Fares on this route depend upon where you board the trolley. When traveling westbound, pay when you exit based upon the zone you're in. When traveling eastbound, pay when you board based upon the zone you're in. Seniors and riders with disabilities may ride for half fare in the $2 zone ($1) with valid ID. Youth and Student reduced fares are accepted. GO Cards are accepted for all trips.

LEGEND

- Timepoint; see scheduled times. Board at bus stop signs located frequently along the route.
- Landmark
- Denotes Intermittent Service

NOTE: Map not to scale

Central Avenue Trolley

ST. PETERSBURG PIER TO ST. PETE BEACH/PASS-A-GRILLE — **ST. PETE BEACH/PASS-A-GRILLE TO ST. PETERSBURG PIER**

MONDAY - THURSDAY

A Depart The Pier	B Sundial	C Arrive Williams Park	C Depart Williams Park	D Grand Central Station	E 75 Ave & Gulf Blvd	F 9 Ave & Gulf Way	F 9 Ave & Gulf Way	E 75 Ave & Gulf Blvd	D Grand Central Station	C Williams Park	B Sundial	A Arrive The Pier
-	-	-	-	-	-	-	-	6:30	6:56	7:30	-	-
-	-	-	-	6:10	6:30	6:45	6:50	7:10	7:35	7:50	-	-
-	-	-	6:20	6:35	7:00	7:15	7:15	7:30	7:55	8:10	-	-
-	-	-	6:35	6:50	7:10	7:25	7:30	7:50	8:15	8:30	-	-
-	-	-	6:50	7:05	7:25	7:40	7:45	8:05	8:30	8:45	-	-
-	-	-	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	9:00	-	-
-	-	-	7:20	7:35	7:55	8:10	8:15	8:35	9:00	9:15	-	-
-	-	-	7:35	7:50	8:10	8:25	8:30	8:50	9:15	9:30	-	-
-	-	-	8:00	8:15	8:35X	8:50	9:00	9:20	9:45	10:00	10:01	10:05
-	-	-	8:25	8:40	9:00X	9:15	9:25	9:45	10:10	10:25	10:26	10:30
-	-	-	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56	11:00
-	-	-	9:25	9:40	10:00	10:15	10:25	10:45	11:10	11:25	11:26	11:30
-	-	-	-	-	-	-	-	-	-	11:40	11:41	11:45
-	-	-	9:55	10:10	10:30X	10:45	11:00	11:18	11:40	11:55	11:56	12:00
-	-	-	-	-	-	-	-	11:30	11:55	12:10	12:11	12:15
10:05	10:09	10:20	10:25	10:40	11:00	11:15	11:25	11:45	12:10	12:25	12:26	12:30
-	-	-	-	-	-	-	-	-	-	12:40	12:41	12:45
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:55	12:15	12:40	12:55	12:56	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	12:30	12:50	1:15	1:30	1:31	1:35
11:30	11:33	11:45	11:55	12:10	12:30	12:50	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	-	-
12:00	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	-	-
12:30	12:33	12:45	12:55	1:10	1:30	1:50	2:00	2:20	2:45	3:00	3:01	3:05
12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	2:30	2:50	3:15	3:30	3:31	3:35
-	-	-	-	-	-	-	-	-	-	3:45	3:46	3:50
1:35	1:38	1:50	2:00	2:15	2:35	2:55	3:05	3:25	3:50	4:05	4:06	4:10
-	-	-	-	-	-	-	-	-	-	4:20	4:21	4:25
2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:35	4:36	4:40
2:35	2:38	2:50	3:00	3:15	3:35	3:55	4:00	4:20	4:45	5:00	5:01	5:05
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	4:25	4:45	5:10	5:30	-	-
3:20	3:23	3:35	3:45	4:00	4:20	4:40	4:50	5:10	5:35	5:50	-	-
3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:20	5:45	6:00	-	-
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	-	-
4:10	4:13	4:25	4:35	4:50	5:10	5:30	5:40	6:00	6:25	6:40	-	-
4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:15	6:40	6:55	-	-
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:15	7:16	7:20
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	-	-
5:35	5:38	5:50	6:00	6:15	6:35	6:55	7:05	7:25	7:50	8:05	8:06	8:10
-	-	6:00	6:10	6:25	6:45	7:05	7:15	7:35	8:00	8:15	-	-
6:05	6:08	6:20	6:30	6:45	7:05	7:25	7:35	7:55	8:20	8:35	-	-
6:55	6:58	7:10	7:20	7:35	7:55	8:15	8:25	8:45	9:05	9:20	-	-
7:20	7:23	7:35	7:45	8:00	8:20	8:40	8:50	9:10	9:35	9:50	-	-
7:55	7:58	8:10	8:15	8:30	8:50	9:10	9:25	9:45	10:05	10:20	-	-
8:20	8:23	8:35	8:45	9:00	9:20	9:40	9:50	10:10	10:30	10:45	10:46	10:50
8:40	8:43	8:55	9:05	9:20	9:40	10:00	10:10	10:30	10:50	11:05	11:06	11:10
9:20	9:23	9:40	9:45	10:00	10:25	10:45	10:45	11:05	11:25	11:40	-	-
9:50	9:53	10:05	10:10	10:25	10:45	11:00	11:00	11:15	11:35	-	-	-
10:10	10:13	10:25	10:30	10:45	11:05	11:20	11:20	11:35	11:55	-	-	-
10:50	10:53	11:05	11:10	11:25	-	-	-	-	-	-	-	-
11:10	11:13	11:25	11:25	11:40	-	-	-	-	-	-	-	-

FRIDAY

A Depart The Pier	B Sundial	C Arrive Williams Park	C Depart Williams Park	D Grand Central Station	E 75 Ave & Gulf Blvd	F 9 Ave & Gulf Way	F 9 Ave & Gulf Way	E 75 Ave & Gulf Blvd	D Grand Central Station	C Williams Park	B Sundial	A Arrive The Pier
-	-	-	-	-	-	-	-	6:30	6:56	7:10	-	-
-	-	-	-	6:10	6:30	6:45	6:50	7:10	7:35	7:50	-	-
-	-	-	6:20	6:35	7:00	7:15	7:15	7:30	7:55	8:10	-	-
-	-	-	6:35	6:50	7:10	7:25	7:30	7:50	8:15	8:30	-	-
-	-	-	6:50	7:05	7:25	7:40	7:45	8:05	8:30	8:45	-	-
-	-	-	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	9:00	-	-
-	-	-	7:20	7:35	7:55	8:10	8:15	8:35	9:00	9:15	-	-
-	-	-	7:35	7:50	8:10	8:25	8:30	8:50	9:15	9:30	-	-
-	-	-	8:00	8:15	8:35X	8:50	9:00	9:20	9:45	10:00	10:01	10:05
-	-	-	8:25	8:40	9:00	9:15	9:25	9:45	10:10	10:25	10:26	10:30
-	-	-	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56	11:00
-	-	-	9:25	9:40	10:00	10:15	10:25	10:45	11:10	11:25	11:26	11:30
-	-	-	-	-	-	-	-	-	-	11:40	11:41	11:45
-	-	-	9:55	10:10	10:30X	10:45	10:55	11:15	11:40	11:55	11:56	12:00
-	-	-	-	-	-	-	-	11:30	11:55	12:10	12:11	12:15
10:05	10:08	10:20	10:25	10:40	11:00	11:15	11:25	11:45	12:10	12:25	12:26	12:30
-	-	-	-	-	-	-	-	-	-	12:40	12:41	12:45
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:55	12:15	12:40	12:55	12:56	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:20	12:30	12:50	1:15	1:30	1:31	1:35
11:30	11:33	11:45	11:55	12:10	12:30	12:50	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	-	-
12:00	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	-	-
12:30	12:33	12:45	12:55	1:10	1:30	1:50	2:00	2:20	2:45	3:00	3:01	3:05
12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	2:30	2:50	3:15	3:30	3:31	3:35
-	-	-	-	-	-	-	-	-	-	3:45	3:46	3:50
1:35	1:38	1:50	2:00	2:15	2:35	2:55	3:05	3:25	3:50	4:05	4:06	4:10
-	-	-	-	-	-	-	-	-	-	4:20	4:21	4:25
2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:35	4:36	4:40
2:35	2:38	2:50	3:00	3:15	3:35	3:55	4:00	4:20	4:45	5:00	5:01	5:05
3:05	3:08	3:20	3:25	3:40	4:00X	4:20	4:25	4:45	5:10	5:30	5:31	5:35
3:20	3:23	3:35	3:45	4:00	4:20	4:40	4:50	5:10	5:35	5:50	-	-
3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:20	5:45	6:00	6:01	6:05
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	-	-
4:10	4:13	4:25	4:35	4:50	5:10	5:30	5:40	6:00	6:25	6:40	-	-
4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:15	6:40	6:55	6:56	7:00
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:15	7:16	7:20
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	-	-
5:35	5:38	5:50	6:00	6:15	6:35	6:55	7:05	7:25	7:50	7:51	7:55	8:00
-	-	6:00	6:10	6:25	6:45	7:05	7:15	7:35	8:00	8:15	8:16	8:20
6:05	6:08	6:20	6:30	6:45	7:05	7:25	7:35	7:55	8:20	8:35	8:36	8:40
6:55	6:58	7:10	7:20	7:35	7:55	8:15	8:25	8:45	9:05	9:20	9:21	9:25
7:20	7:23	7:35	7:45	8:00	8:20	8:40	8:50	9:10	9:30	9:45	9:46	9:50
7:55	7:58	8:10	8:15	8:30	8:50	9:10	9:15	9:35	9:55	10:05	10:06	10:10
8:20	8:23	8:35	8:45	9:00	9:20	9:40	9:50	10:10	10:30	10:45	10:46	10:50
8:40	8:43	8:55	9:05	9:20	9:40	10:00	10:10	10:30	10:50	11:05	11:06	11:10
9:20	9:23	9:40	9:45	10:00	10:25	10:45	10:45	11:05	11:25	11:40	-	-
9:50	9:53	10:05	10:10	10:25	10:45	11:00	11:00	11:15	11:35	-	-	-
10:10	10:13	10:25	10:30	10:45	11:05	11:20	11:20	11:35	11:55	-	-	-
10:50	10:53	11:05	11:10	11:25	-	-	-	-	-	-	-	-
11:10	11:13	11:25	11:25	11:40	-	-	-	-	-	-	-	-

♿ - Wheelchair Service Provided On All Trips

Effective 3-1-15

X - These trips serve 1 Ave

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

SUBJECT: A Resolution authorizing the Mayor, or his designee, to execute Supplemental Joint Participation Agreement Number 1 (FPN: 433385-1-94-01, Contract No: AR736) ("SJPA #1") between the City of St. Petersburg and the Florida Department of Transportation ("FDOT"), which provides $50,000 from FDOT for shore-side facility and infrastructure repair at the Port, establishes an expiration date for the Joint Participation Agreement ("JPA") of June 30, 2017, and requires City matching funds in the amount of $50,000; approving a supplemental appropriation of $100,000 from the unappropriated balance of the Port Capital Projects Fund (4093) to the Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122), with $50,000 resulting from these additional revenues from FDOT and the $50,000 match coming from the unappropriated balance of the Port Capital Projects Fund (4093); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: These funds will be used for Port shore-side facility and infrastructure improvements. This will include the cruise terminal building and other existing facilities. Building renovations may include the roof, HVAC system, electrical, plumbing, floor coverings, painting and other necessary improvements. The other existing facilities may include exterior fencing, sidewalks and landscaping.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor, or his designee, to execute Supplemental Joint Participation Agreement Number 1 (FPN: 433385-1-94-01, Contract No: AR736) ("SJPA #1"), between the City of St. Petersburg and FDOT, which provides $50,000 from FDOT for shore-side facility and infrastructure repair at the Port, establishes an expiration date for the JPA of June 30, 2017, and requires City matching funds in the amount of $50,000; approving a supplemental appropriation of $100,000 from the unappropriated balance of the Port Capital Projects Fund (4093) to the Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122), with $50,000 resulting from these additional revenues from FDOT and the $50,000 match coming from the unappropriated balance of the Port Capital Projects Fund (4093); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION Funding will be available after a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Port Capital Projects Fund (4093) to the Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122), with $50,000 resulting from these additional revenues from FDOT and the $50,000 match coming from the unappropriated balance of the Port Capital Projects Fund (4093).

ATTACHMENTS: Resolution

APPROVALS: Administration: _____

Budget: _____

Legal: _____

Resolution No. 2014- _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NUMBER 1 (FPN: 433385-1-94-01, CONTRACT NO: AR736) ("SJPA #1") BETWEEN THE CITY OF ST. PETERSBURG AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), WHICH PROVIDES $50,000 FROM FDOT FOR SHORE-SIDE FACILITY AND INFRASTRUCTURE REPAIR AT THE PORT, ESTABLISHES AN EXPIRATION DATE FOR THE JOINT PARTICIPATION AGREEMENT OF JUNE 30, 2017, AND REQUIRES CITY MATCHING FUNDS IN THE AMOUNT OF $50,000; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $100,000 FROM THE UNAPPROPRIATED BALANCE OF THE PORT CAPTIAL PROJECTS FUND (4093) TO THE PORT FACILITIES AND UTILTIES UPGRADE AND RENOVATIONS FY14 PROJECT (14122), WITH $50,000 RESULTING FROM THESE ADDITIONAL REVENUES FROM FDOT AND THE $50,000 MATCH COMING FROM THE UNAPPROPRIATED BALANCE OF THE PORT CAPITAL PROJECTS FUND (4093); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and FDOT desire to enter into Supplemental Joint Participation Agreement Number 1 (FPN: 433385-1-94-01, Contract No: AR736) ("SJPA #1") with funding from FDOT in the amount of amount of $50,000 and a City match of $50,000 to provide for Port shore-side facility and infrastructure repairs and renovations.

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 Supplemental Joint Participation Agreement Number 1 (FPN: 433385-1-94-01, Contract No: AR736) ("SJPA #1"), between the City of St. Petersburg and the Florida Department of Transportation, which provides $50,000 in Florida Department of Transportation funding for shore-side facility and infrastructure repair at the Port, establishes an expiration date for the Joint Participation Agreement of June 30, 2017, and requires City matching funds in the amount of $50,000.

BE IT FURTHER RESOLVED that a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Port Capital Projects Fund (4093) to the Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122), with $50,000 resulting from these additional revenues from the Florida Department of Transportation and the $50,000 match coming from the unappropriated balance of the Port Capital Projects Fund (4093) is hereby approved.

<u>Port Capital Improvements Fund 4093</u>
Port Facilities and Utilities Upgrade and Renovations FY14 Project (14122) $100,000

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

This resolution shall become effective immediately upon its adoption.

Approvals: Administration: _____

Budget: _____

Legal: _____

00202305

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Wildwood Dodgers, Inc., a non-profit corporation, for the use of a concession stand building and storage building within a portion of the City-owned Wildwood Park located at 1000 - 28th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with the Wildwood Dodgers, Inc. ("Dodgers") for the use of a concession stand building and storage building within a portion of City-owned Wildwood Park located at 1000 - 28th Street South, St. Petersburg, that the Dodgers have utilized since 2002.

The Dodgers have executed a License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of both buildings (excluding the restrooms); (ii.) utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior licenses of other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Wildwood Dodgers, Inc., a non-profit corporation, for the use of a concession stand building and storage building within a portion of the City-owned Wildwood Park located at 1000 - 28th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: _____

Budget: N/A

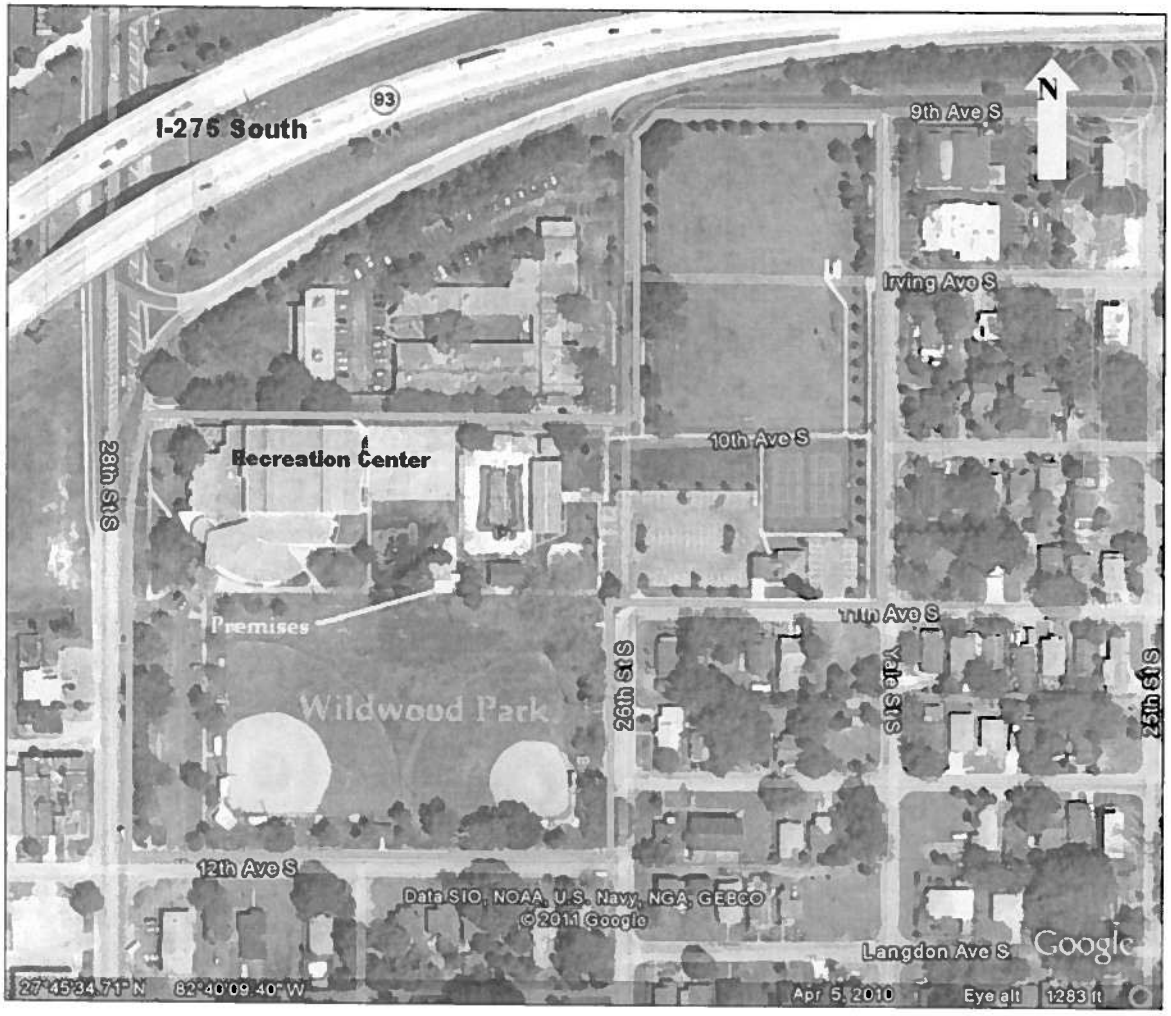
Legal: _____

(As to consistency w/attached legal documents)

Legal: 00201950 v2

ILLUSTRATION

(Premises)



Address: 1000 – 28th Street South, St. Petersburg

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE WILDWOOD DODGERS, INC., A NON-PROFIT CORPORATION, FOR THE USE OF A CONCESSION STAND BUILDING AND STORAGE BUILDING WITHIN A PORTION OF THE CITY-OWNED WILDWOOD PARK LOCATED AT 1000 - 28TH STREET SOUTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wildwood Dodgers, Inc. ("Licensee") desires to license certain City-owned property located at 1000 - 28th Street South, St. Petersburg, which is classified as Parkland, for use of a concession stand building and storage building; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of both buildings (excluding the restrooms), (ii.) utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, and (iii.) any applicable taxes; 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 (as defined in the License); and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

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

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

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

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

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

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 and all other documents necessary with the Wildwood Dodgers, Inc., a non-profit corporation, for the use of a concession stand building and storage building within a portion of the City-owned Wildwood Park located at 1000 - 28th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00201950 v2

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with North East Little League, Inc., a non-profit corporation, for the use of a concession stand/storage building within a portion of the City-owned Northeast Park Baseball Complex located at 955 - 62nd Avenue Northeast, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with North East Little League, Inc. ("NELL") for the use of a concession stand/storage building within a portion of City-owned Northeast Park Baseball Complex located at 955 - 62nd Avenue Northeast, St. Petersburg, that NELL has utilized since October 1, 1986.

NELL has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of the building (excluding the restrooms) ; (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with North East Little League, Inc., a non-profit corporation, for the use of a concession stand/storage building located within a portion of the City-owned Northeast Park Baseball Complex located at 955 - 62nd Avenue Northeast, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; 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: 00201758 v3

ILLUSTRATION

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH NORTH EAST LITTLE LEAGUE, INC., A NON-PROFIT CORPORATION, FOR THE USE OF A CONCESSION STAND/STORAGE BUILDING WITHIN A PORTION OF THE CITY-OWNED NORTHEAST PARK BASEBALL COMPLEX LOCATED AT 955 - 62ND AVENUE NORTHEAST, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, North East Little League, Inc. ("Licensee") desires to continue to License certain City-owned property located at 955 - 62nd Avenue Northeast, St. Petersburg, which is classified as Parkland, to operate a concession stand/storage building; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of the building (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes; 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 (as defined in the License); and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

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

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

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

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

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

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 and all other necessary documents with North East Little League, Inc., a non-profit corporation, for the use of a concession stand/storage building within a portion of the City-owned Northeast Park Baseball Complex located at 955 - 62nd Avenue Northeast, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00201758 v3

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Gibbs Junior Gladiators Youth Athletic Association, Inc., a non-profit corporation, for the use of 1) a concession stand/ storage area within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (North Field), 2) a building located at approximately 2567 – 11th Avenue South, St. Petersburg and 3) a concession stand/storage building located at approximately 1000 – 28th Street South, St. Petersburg within City-owned Wildwood Park for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with the Gibbs Junior Gladiators Youth Athletic Association, Inc. ("GJG") for the use of buildings located within City-owned 31st Street Sports Complex and Wildwood Park that GJG has utilized since October 1, 2002. Premises-A, within the 31st Street Sports Complex, will be used for concessions and storage of equipment during scheduled little league football game activities. Within Wildwood Park where practices are held, Premises-B will be used for meeting space, storage and little league registration and Premises-C will be used for concessions and storage of equipment during hours of conducting youth football and cheerleading practice. The locations of Premises-A, Premises-B, and Premises-C (collectively referred to as "Premises") are described as follows:

<u>31ST STREET SPORTS COMPLEX</u>

<u>Premises-A</u> - A Concession Stand/Storage Area (North Field) located at 4801 – 31st Street South, St. Petersburg, Florida.

(See attached Illustration No. 1)

<u>WILDWOOD PARK</u>

<u>Premises-B</u> - A Building located at approximately 2567 – 11th Avenue South, St. Petersburg, Florida.

<u>Premises C</u> - A Concession Stand/Storage Building located at approximately 1000 - 28th Street South, St. Petersburg, Florida.

(See attached Illustration No. 2)

GJG has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar

($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of the three (3) buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases of other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-1) Neighborhood Suburban Single Family-1.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Gibbs Junior Gladiators Youth Athletic Association, Inc., a non-profit corporation, for the use of 1) a concession stand/storage area within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (North Field), 2) a building located at approximately 2567 – 11th Avenue South, St. Petersburg and 3) a concession stand/storage building located at approximately 1000 – 28th Street South, St. Petersburg within City-owned Wildwood Park, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; 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: 00201794 v2

ILLUSTRATION NO. 1

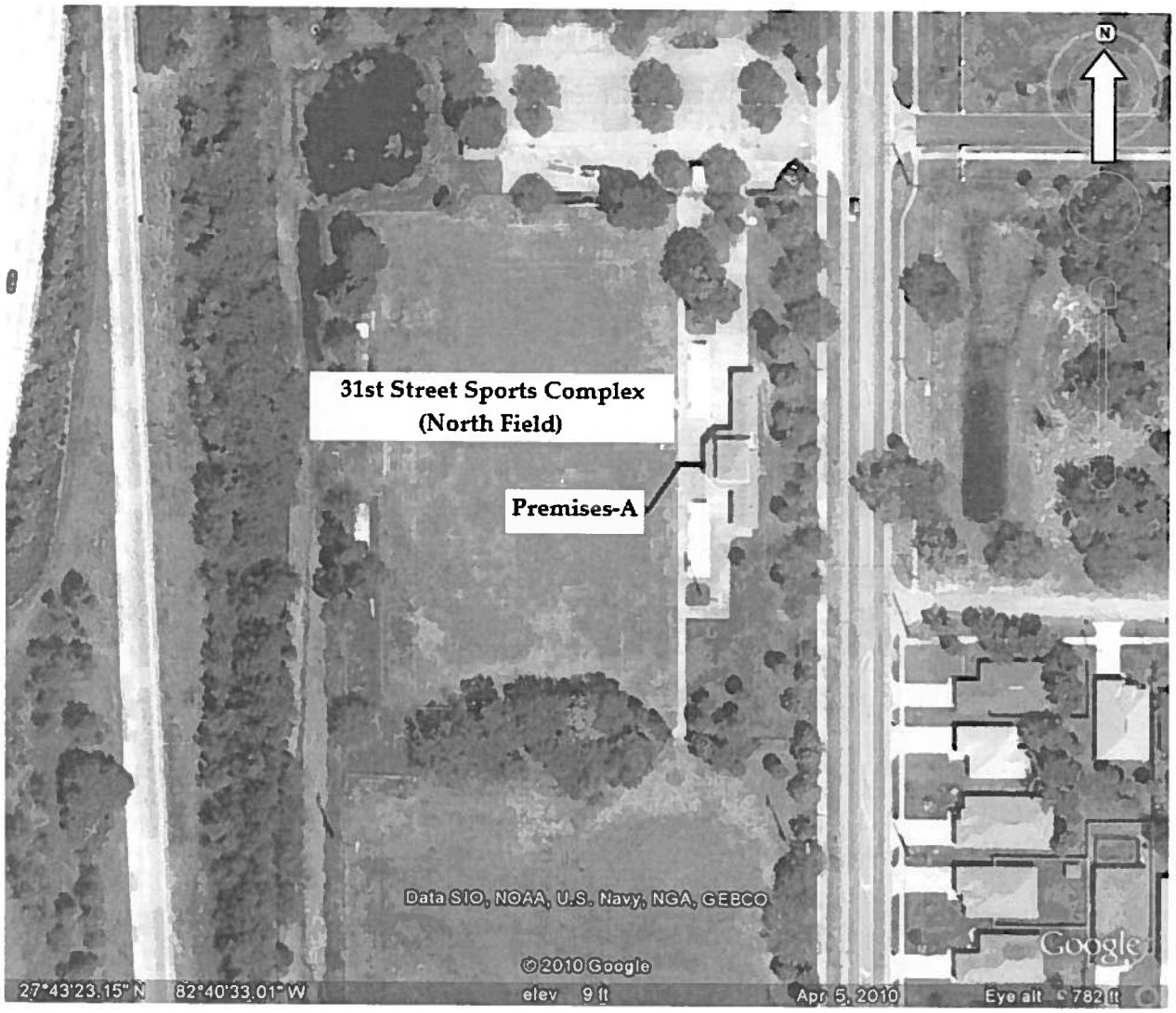
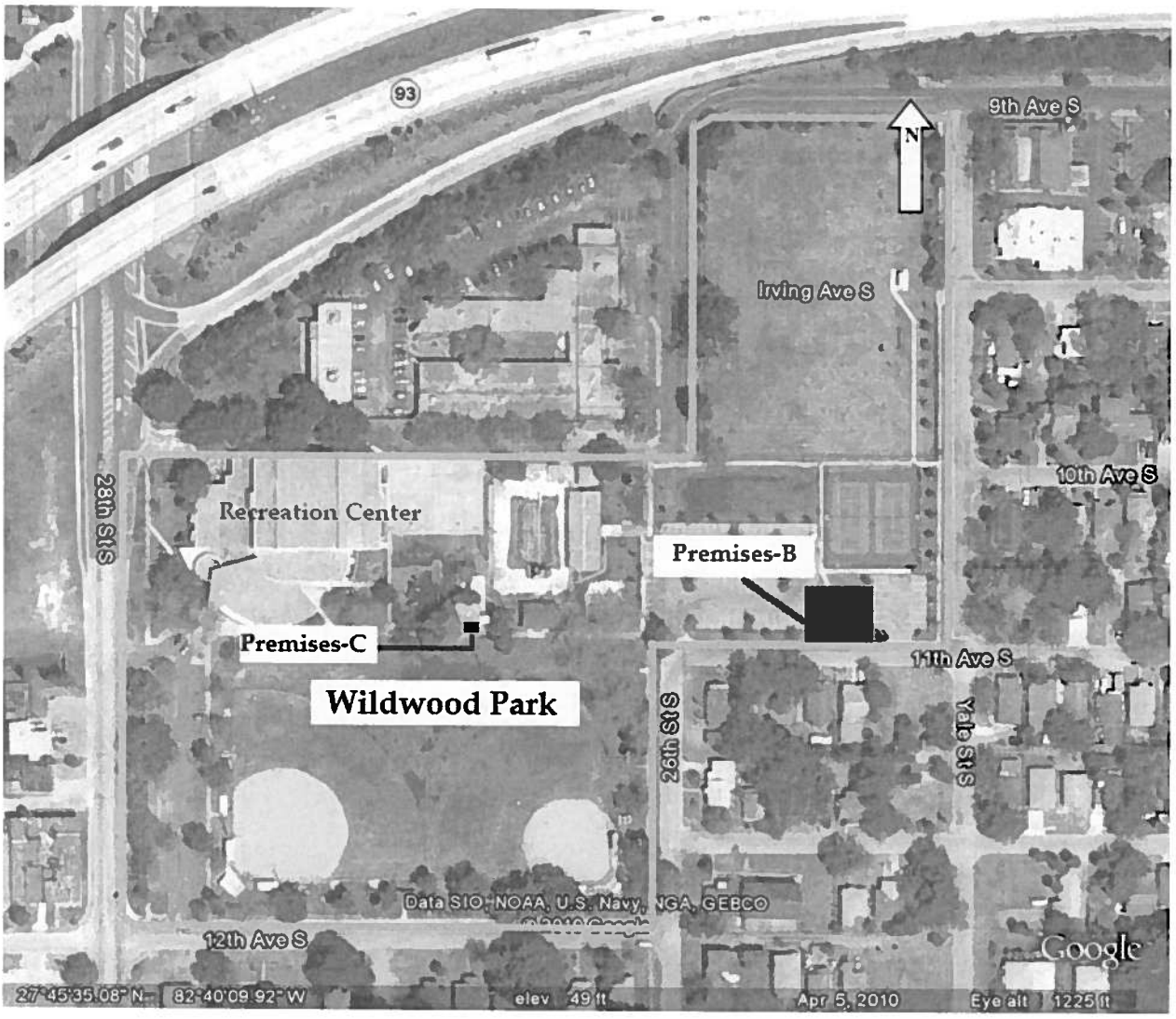


ILLUSTRATION NO. 2



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE GIBBS JUNIOR GLADIATORS YOUTH ATHLETIC ASSOCIATION, INC., A NON-PROFIT CORPORATION, FOR THE USE OF 1) A CONCESSION STAND/STORAGE AREA WITHIN A PORTION OF THE CITY-OWNED 31ST STREET SPORTS COMPLEX LOCATED AT 4801 - 31ST STREET SOUTH, ST. PETERSBURG (NORTH FIELD), 2) A BUILDING LOCATED AT APPROXIMATELY 2567 – 11TH AVENUE SOUTH, ST. PETERSBURG AND 3) A CONCESSION STAND/STORAGE BUILDING LOCATED AT APPROXIMATELY 1000 – 28TH STREET SOUTH, ST. PETERSBURG WITHIN CITY-OWNED WILDWOOD PARK FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Gibbs Junior Gladiators Youth Athletic Association, Inc. ("Licensee") desires to license certain City-owned property for the use of buildings located within City-owned parkland; and

WHEREAS, a concession stand/storage area (Premises-A) will be used for concessions and storage of equipment during scheduled little league football game activities within the 31st Street Sports Complex located at 4801 – 31st Street South (North Field), St. Petersburg; and

WHEREAS, a building (Premises-B), located at approximately 2567 – 11th Avenue South, St. Petersburg will be used for meeting/storage space and little league registration; and

WHEREAS, a concession stand/storage building (Premises-C), located at approximately 1000 – 28th Street South, St. Petersburg, will be used for concessions and storage of equipment during hours of conducting youth football and cheerleading practice within Wildwood Park; and

WHEREAS, Premises-A, Premises-B, and Premises-C are collectively referred to as the "Premises"; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of the three (3) buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes; 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, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

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

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

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

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

WHEREAS, the subject property is zoned (NS-1) Neighborhood Suburban Single Family-1.

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 and all other necessary documents with the Gibbs Junior Gladiators Youth Athletic Association, Inc., a non-profit corporation, for the use of 1) a concession stand/storage area within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (North Field), 2) a building located at approximately 2567 – 11th Avenue South, St. Petersburg and a 3) concession stand/storage building located at approximately 1000 – 28th Street South, St. Petersburg within City-owned Wildwood Park for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00201794 v2

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Lakewood Jr. Spartans Youth Association, Inc., a non-profit corporation, for the use of a concession stand/storage building and portable classroom within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (South Field), for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with the Lakewood Jr. Spartans Youth Association, Inc. ("LJSYA") for the use of a concession stand/storage building and portable classroom within a portion of City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (South Field) that LJSYA has utilized since October 1, 2002.

LJSYA has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of both buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases of other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-1) Neighborhood Suburban Single Family-1.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Lakewood Jr. Spartans Youth Association, Inc., a non-profit corporation, for the use of a concession stand/storage building and portable classroom within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (South Field), for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

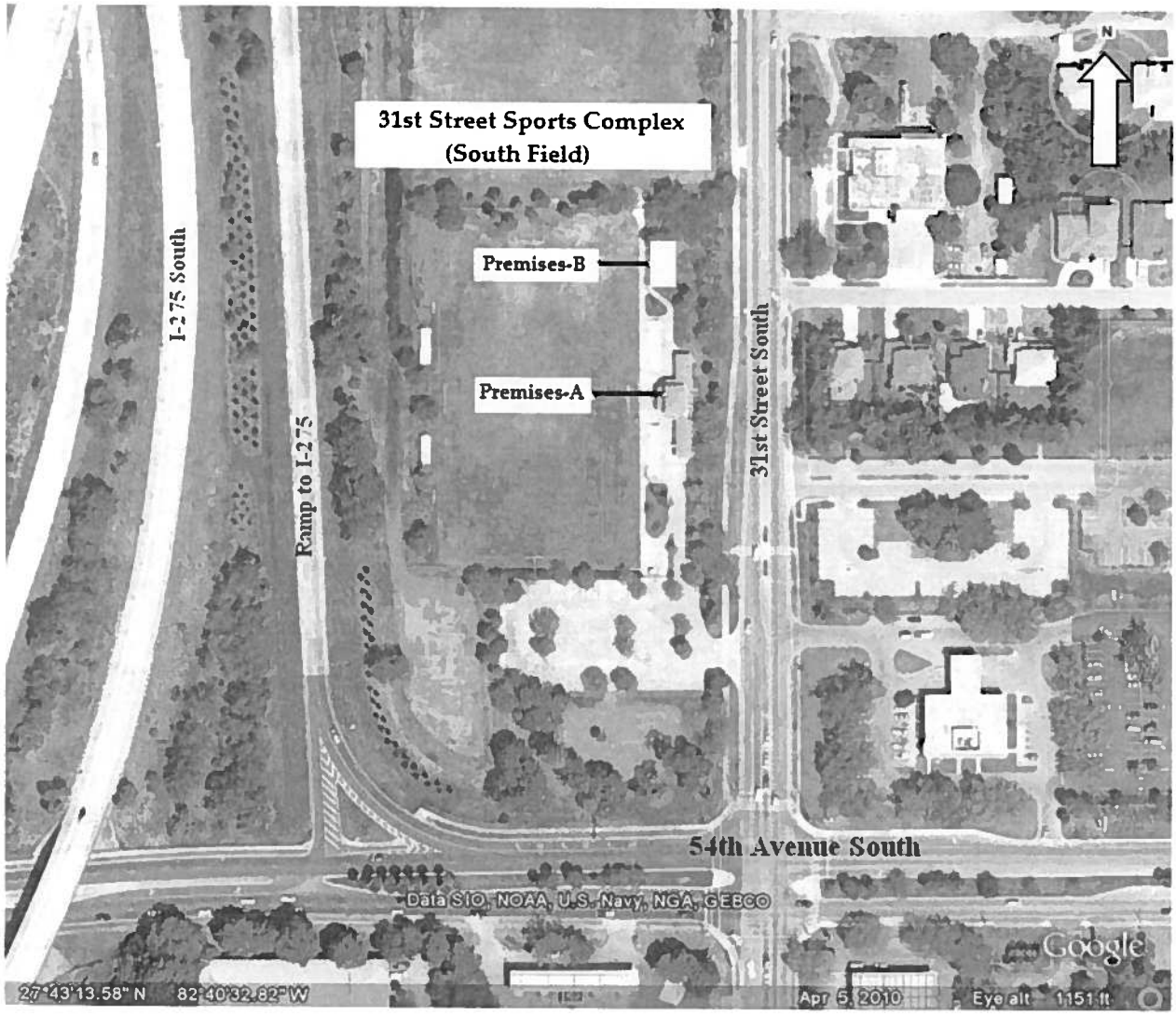
ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____
(As to consistency w/attached legal documents)
Legal: 00201761 v2

ILLUSTRATION



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE LAKEWOOD JR. SPARTANS YOUTH ASSOCIATION, INC., A NON-PROFIT CORPORATION, FOR THE USE OF A CONCESSION STAND/STORAGE BUILDING AND PORTABLE CLASSROOM WITHIN A PORTION OF THE CITY-OWNED 31ST STREET SPORTS COMPLEX LOCATED AT 4801 - 31ST STREET SOUTH, ST. PETERSBURG (SOUTH FIELD), FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakewood Jr. Spartans Youth Association, Inc. ("Licensee") desires to license certain City-owned property located at 4801 - 31st Street South, St. Petersburg (South Field), which is classified as Parkland, to operate a concession stand/storage building and utilize a portable classroom; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of both buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes; 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 (as defined in the License); and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

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

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

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

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

WHEREAS, the subject property is zoned (NS-1) Neighborhood Suburban Single Family-1.

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 and all other necessary documents with the Lakewood Jr. Spartans Youth Association, Inc., a non-profit corporation, for the use of a concession stand/storage building and portable classroom within a portion of the City-owned 31st Street Sports Complex located at 4801 - 31st Street South, St. Petersburg (South Field), for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00201761 v2

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Childs Park Rattlers Youth Athletic Organization, Inc., a non-profit corporation, for the use of the concession stand/storage building/press box area and equipment/storage building within a portion of the City-owned Childs Park Athletic Complex located at 601 – 45th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with the Childs Park Rattlers Youth Athletic Organization, Inc. ("Childs Park Rattlers") for the use of the concession stand/storage building/press box area and equipment/storage building within a portion of City-owned Childs Park Athletic Complex located at 601 – 45th Street South, St. Petersburg, that Childs Park Rattlers has utilized since October 1, 2002.

The Childs Park Rattlers have executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of both buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are

consistent with prior leases of non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Childs Park Rattlers Youth Athletic Organization, Inc., a non-profit corporation, for the use of the concession stand/storage building/press box area and equipment/storage building within a portion of the City-owned Childs Park Athletic Complex located at 601 – 45th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; 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: 00201952 v2

ILLUSTRATION

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE CHILDS PARK RATTLERS YOUTH ATHLETIC ORGANIZATION, INC., A NON-PROFIT CORPORATION, FOR THE USE OF THE CONCESSION STAND /STORAGE BUILDING/ PRESS BOX AREA AND EQUIPMENT/STORAGE BUILDING WITHIN A PORTION OF THE CITY-OWNED CHILDS PARK ATHLETIC COMPLEX LOCATED AT 601 – 45TH STREET SOUTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Childs Park Rattlers Youth Athletic Organization, Inc. ("Licensee") desires to license certain City-owned property located at 601 – 45th Street South, St. Petersburg, which is classified as Parkland, for use of the concession stand/storage building/press box area and equipment/storage building; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for all interior and exterior maintenance of both buildings (excluding the restrooms), (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection, and (iii.) any applicable taxes; 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 (as defined in the License); and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

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

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

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

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

WHEREAS, the subject property is zoned (NT-2) Neighborhood Traditional Single Family-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 and all other necessary documents with the Childs Park Rattlers Youth Athletic Organization, Inc., a Florida not-for-profit corporation, for the use of the concession stand/storage building/press box area and equipment/storage building within a portion of the City-owned Childs Park Athletic Complex located at 601 – 45th Street South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal:

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Southside Youth Soccer League, Inc., a non-profit corporation, for the use of a concession stand/restroom building, storage building and meeting facility within a portion of the City-owned Lakewood Sports Complex located at 1101 Country Club Way South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to enter into a license agreement with Southside Youth Soccer League, Inc. ("SYSL") for the use of a concession stand/restroom building, storage building and meeting facility within a portion of the City-owned Lakewood Sports Complex located at 1101 Country Club Way South, St. Petersburg, that SYSL constructed and has utilized since 1987.

SYSL has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term. The Licensee is responsible for (i.) all interior and exterior maintenance of the three (3) buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating cost plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Southside Youth Soccer League, Inc., a non-profit corporation, for the use of a concession stand/restroom building, storage building and meeting facility within a portion of the City-owned Lakewood Sports Complex located at 1101 Country Club Way South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

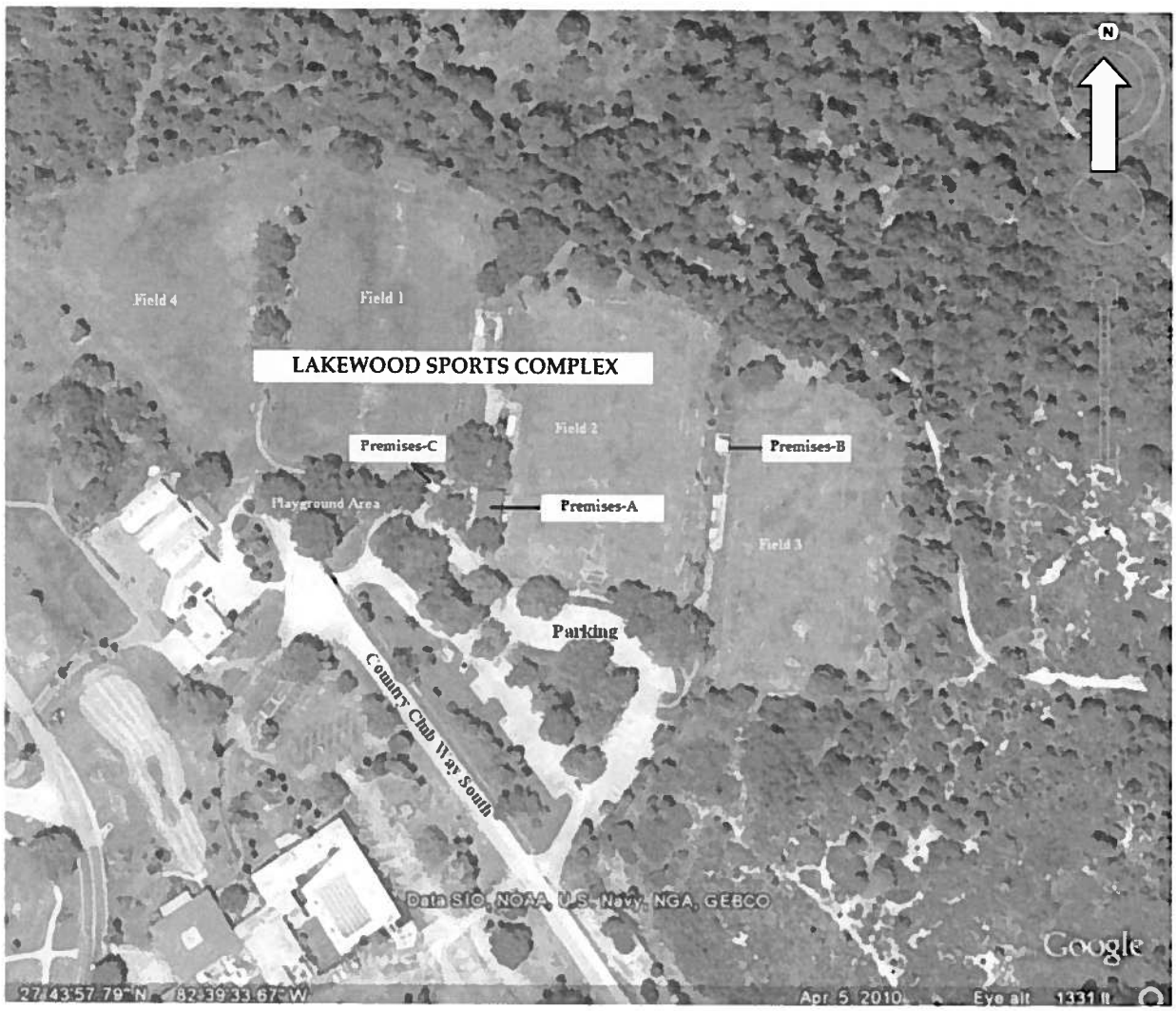
ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____
(As to consistency w/attached legal documents)
Legal: 00201760 v2

ILLUSTRATION



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE SOUTHSIDE YOUTH SOCCER LEAGUE, INC., A NON-PROFIT CORPORATION, FOR THE USE OF A CONCESSION STAND/RESTROOM BUILDING, STORAGE BUILDING AND MEETING FACILITY WITHIN A PORTION OF THE CITY-OWNED LAKEWOOD SPORTS COMPLEX LOCATED AT 1101 COUNTRY CLUB WAY SOUTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southside Youth Soccer League, Inc. ("Licensee") desires to continue to license certain City-owned property located at 1101 Country Club Way South, St. Petersburg, which is classified as Parkland, for the use of a concession stand/restroom building, storage building and meeting facility; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of the three (3) buildings (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes; 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 (as defined in the License); and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A provided, however that due to the limited financial resources of the

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

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

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

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

WHEREAS, the subject property is zoned (NS-2) Neighborhood Suburban Single Family-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 and all other necessary documents with the Southside Youth Soccer League, Inc., a non-profit corporation, for the use of a concession stand/restroom building, storage building and meeting facility within a portion of the City-owned Lakewood Sports Complex located at 1101 Country Club Way South, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00201760 v2

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

st.petersburg
www.stpete.org

SAINT PETERSBURG CITY COUNCIL

Meeting of September 18, 2014

TO: **THE HONORABLE BILL DUDLEY, CHAIR, AND MEMBERS OF CITY COUNCIL**

SUBJECT: Resolution approving the plat of Hermitage, generally located at 712 1st Avenue South (Our File: 14-20000006).

RECOMMENDATION: The Administration recommends **APPROVAL.**

DISCUSSION: The applicant is requesting approval of a plat which will consolidate the entire block bound by 1st Avenue South, 2nd Avenue South, 7th Street South and 8th Street South together with the east-west alley approved for vacation via City Ordinance 1045-V (December 20, 2012), as one consolidated lot. The proposed plat is being submitted for approval as a condition of the vacation ordinance.

The proposed plat has been reviewed by the appropriate City Departments and non-City utility providers. There are no objections to the proposed plat, subject to the conditions set forth in the attached resolution.

Attachments: Map, Aerial, Resolution

APPROVALS:

Administrative: _____ DG

Budget: NA

Legal: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF HERMITAGE, GENERALLY LOCATED AT 712 1ST AVENUE SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Hermitage, generally located at 712 1st Avenue South, is hereby approved, subject to the following condition.

1. The applicant shall comply with the special conditions from vacation case #12-33000015.

This resolution shall become effective immediately upon its adoption.

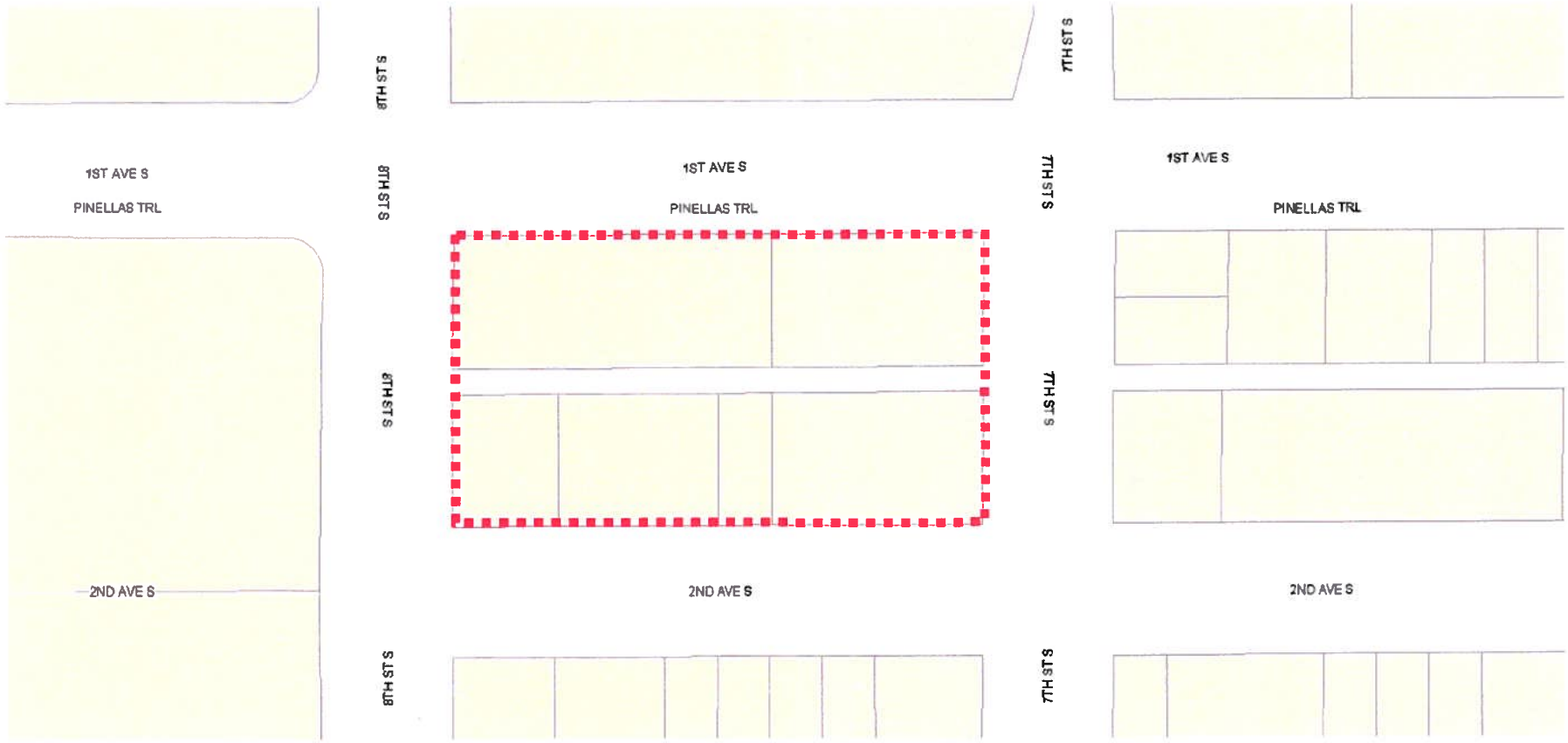
APPROVED AS TO FORM AND CONTENT:

8-29-14

Planning & Economic Development Dept. Date

8/29/14

City Attorney (Designee) Date



st.petersburg
www.stpete.org

Planning & Economic Development Department
Case No.: 14-20000006
Address: 712 1st Avenue South

N↑
(nts)

st.petersburg www.stpete.org	Planning & Economic Development Department Case No.: 14-20000006 Address: 712 1st Avenue South	N↑ (nts)

HERMITAGE

BEING A REPLAT OF LOTS 1 THROUGH 20 INCLUSIVE, BLOCK 41, REVISED MAP OF THE CITY OF ST. PETERSBURG AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED ALLEY, IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION:

From the Northeast corner of Lot 1, Block 41, REVISED MAP OF THE CITY OF ST. PETERSBURG as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, same being the intersection of the South right of way line of 1st Avenue South (a 100-foot right of way, previously dedicated) and the West right of way line of 7th Street South (a 100-foot right of way, previously dedicated) as the POINT OF BEGINNING, thence South 00°00'47" West along the said West right of way line, 220.00 feet to the Southeast corner of Lot 20, said Block 41, said point being on the North right of way line of 2nd Avenue South (a 100-foot right of way, previously dedicated); thence South 89°58'30" West along the said North right of way line, 400.00 feet to the Southeast corner of Lot 11, said Block 41, said point being on the East right of way line of 8th Street South (a 100-foot right of way, previously dedicated); thence North 00°00'47" East, along the said East right of way line, 220.00 feet to the Northeast corner of Lot 10, said Block 41, said point being on the aforesaid South right of way line of 1st Avenue South; thence North 89°58'30" East along the said South right of way line, 400.00 feet to the POINT OF BEGINNING

St. Petersburg, Florida

DEDICATION:

The undersigned hereby certifies that it is the owner of the hereon described tract of land hereby platted as HERMITAGE, and that it dedicates to the public all streets, alleys, public easements, rights of way, and public areas shown on this plat of the subdivision of said lands for the uses and purposes hereon stated.

THE HERMITAGE ST. PETE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____
W. Allen Morris, Manager

Signed and delivered in the presence of:

_____ _____
Witness Witness

_____ _____
(Print Name) (Print Name)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this_____ day of_____, A.D., 2014,

by W. Allen Morris, Manager of The Hermitage St. Pete, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced_____ as identification.

My commission expires: _____ _____
NOTARY PUBLIC, State of Florida at Large

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this _____ day of _____, A.D., 2014, provided that this plat is recorded in the public records of Pinellas County, Florida, within six (6) months from the date of this approval.

_____
MAYOR

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this _____ day of _____ A.D., 2014.

_____
COUNCIL CHAIR

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA
COUNTY OF PINELLAS

I, Ken Burke, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats and that this plat has been filed for record in

Plat Book _____, Pages _____, Public Records of Pinellas County, Florida.

Signed on this _____ day of _____, A.D., 2014, at _____.

By_____ Ken Burke, Clerk
Deputy Clerk Pinellas County, Florida

CERTIFICATE OF CONFORMITY:

Reviewed for conformity to Chapter 177, Part I, Florida Statutes by a Professional Surveyor and Mapper under contract or employed by the City of St. Petersburg.

_____ Date_____
Matthew D. Picket
Florida Professional Surveyor & Mapper No. 6125

SURVEYOR'S CERTIFICATE:

I, Catherine A. Bosco, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my direction and supervision and to the best of my knowledge and belief that this plat complies with all the survey requirements of Part I, Chapter 177, Florida Statutes.

Plat boundary surveyed on the _____ day of _____, A.D., 2014.

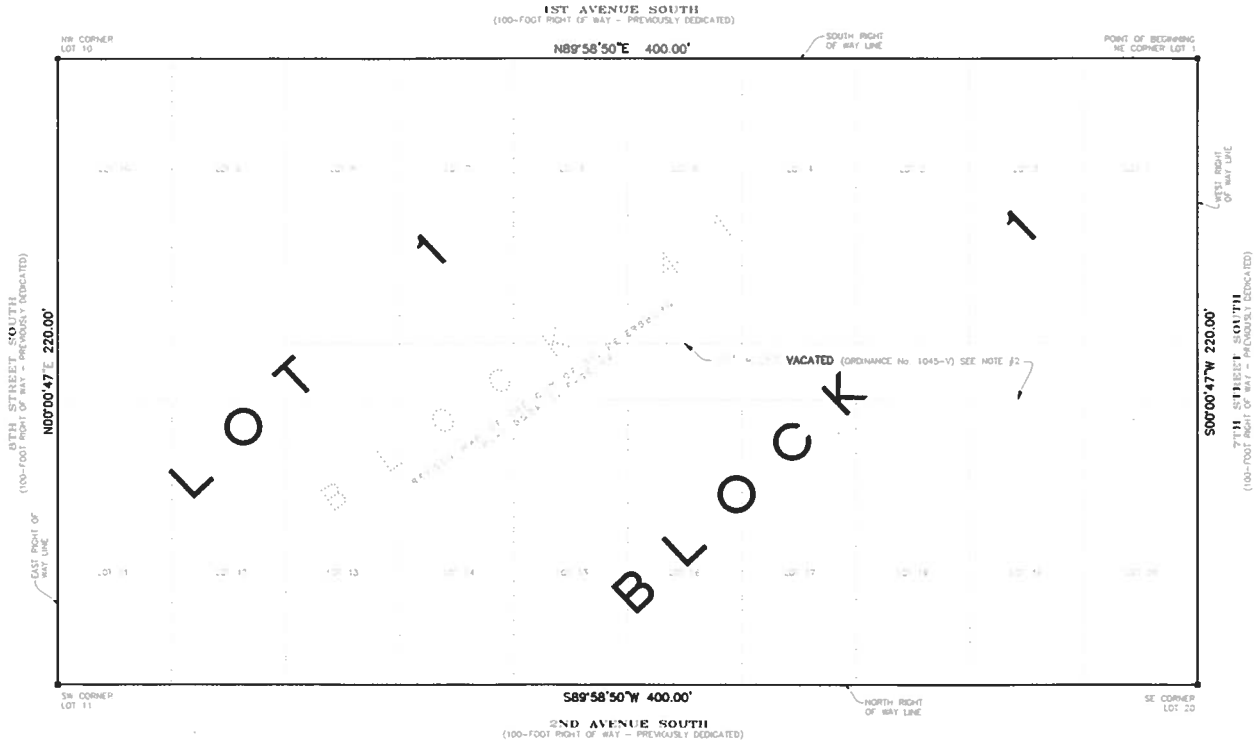
GEORGE F. YOUNG, INC., LB 021
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
(727) 822-4317

_____
Catherine A. Bosco
Florida Professional Surveyor & Mapper
LS 6257

George F. Young, Inc. LB 021
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

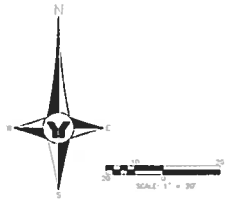
HERMITAGE

BEING A REPLAT OF LOTS 1 THROUGH 20 INCLUSIVE, BLOCK 41, REVISED MAP OF THE CITY OF ST. PETERSBURG AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED ALLEY, IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.



LEGEND:

- ■ = Denotes set permanent reference monument 4"x4", CFY #LB 021.
- ● = Denotes found nail & disk HCDT #LB 146
- LB = Licensed Business
- LS = Licensed Surveyor
- No. = Number



NOTES:

1. Basis of bearings: Assumed N89°58'50"E along the South right of way line of 1st Avenue South.
2. Ordinance No. 1045-V recorded in Official Records Book _____, Page _____, Public Records of Pinellas County, Florida.

George F. Young, Inc. LB 021
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Board of Trustees of St. Petersburg College for the use of the existing parking lot located on a portion of City-owned parkland at Eagle Crest Lake for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate and Property Management received a request from the Board of Trustees of St. Petersburg College ("SPC") to enter into a license agreement for the use of the existing parking lot located on a portion of City-owned parkland along the south shore of Eagle Crest Lake lying west of 66th Street North and northeast of SPC, that SPC constructed and has utilized since 1987 ("Premises"), for the purpose of providing additional parking to the general public while attending course instruction and recreational activities at SPC.

SPC has executed a new License Agreement ("License") 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 is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term. The Licensee is responsible for making all necessary repairs to the parking lot and payment for utilities, maintenance and any applicable property taxes related to the Premises. The Licensee is self insured under Florida Statute 768.28 and will provide insurance in the amounts established by that statute, which will protect the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the parking lot being constructed at the Licensee's sole cost and expense, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived. These terms and conditions are consistent with prior leases with this and other non-profit organizations.

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the Board of Trustees of St. Petersburg College for the use of the existing parking lot located on a portion of City-owned parkland at Eagle Crest Lake for a period of three (3) years at an aggregate rent of $36.00; waiving the reserve for replacement requirement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

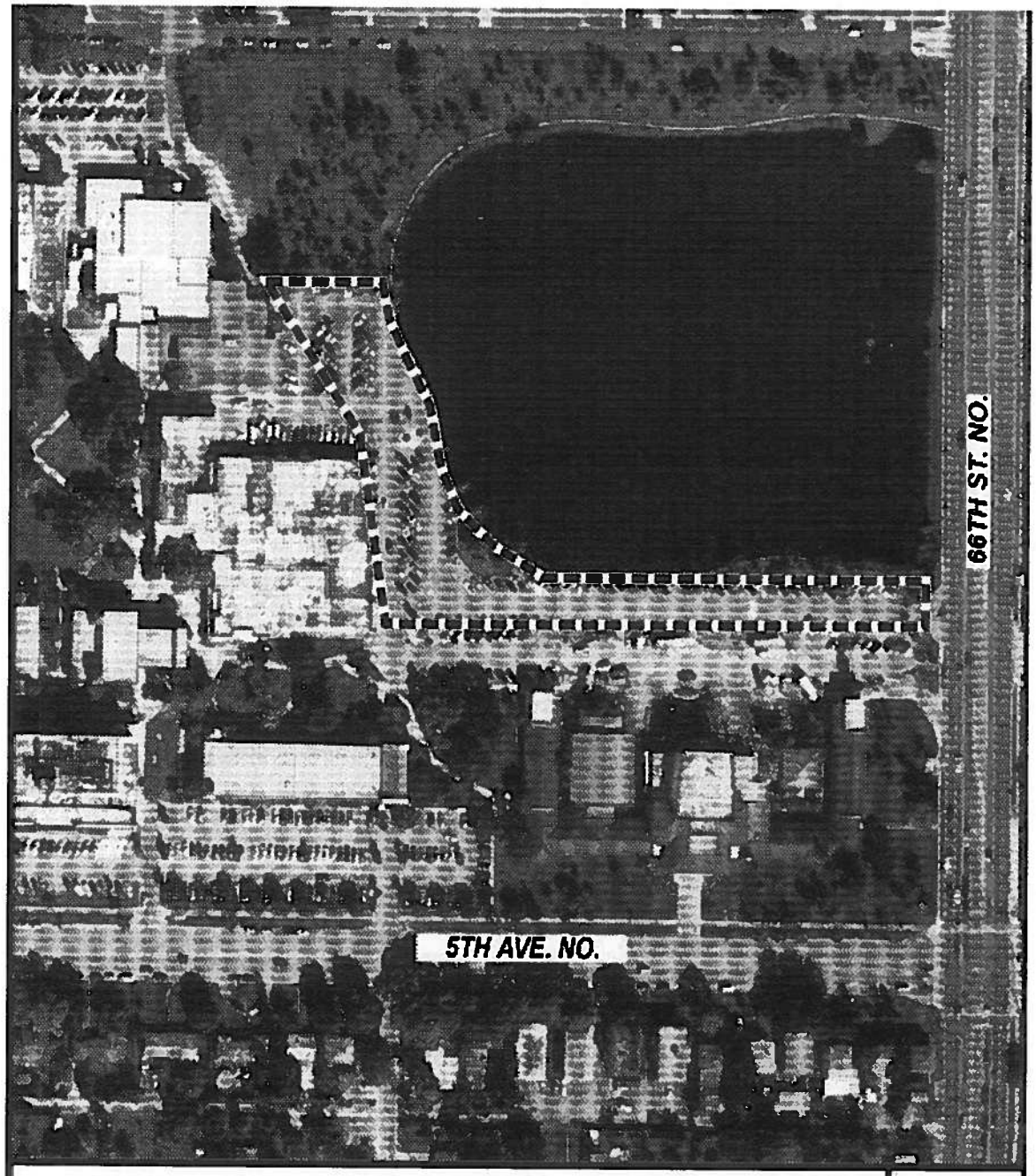
ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____
(As to consistency w/attached legal documents)
Legal: 00202420.v3

ILLUSTRATION



CITY OF ST. PETERSBURG MAP

SUBJECT

SCALE: Not To Scale

Exhibit "A" Commencing at the Northeast corner of the Easternmost part of "Junior College Replat" Tract A as recorded in Plat Book 39 Page 47 Records of Pinellas County, Florida Section 18, Township 31S, Range 16E as a point of beginning run West along the North boundary of said tract A 649.99; thence by a curve to the left radius 430' arc 364.67' chord N 24° 17' 43" W thence by a curve to the right radius 370' arc 313.78' chord N 24° 17' 43" W a distance of 80' MOL th the North curb of an existing parking lot thence East along said North curb 160' MOL to the West shore of Eagle Lake thence Southerly and Easterly along said lake shore to a point of intersection with the West right-of-way line of 66th Street North thence South along said right-of-way 70' MOL to the point of beginning.

N

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE FOR THE USE OF THE EXISTING PARKING LOT LOCATED ON A PORTION OF CITY-OWNED PARKLAND AT EAGLE CREST LAKE FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of St. Petersburg College ("Licensee") desires to continue to license certain City-owned property located at Eagle Crest Lake ("Premises"), which is classified as parkland, for the use of the existing parking lot; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid on or before the commencement of the License; and

WHEREAS, the Licensee is responsible for making all necessary repairs to the parking lot and payment for utilities, maintenance and any applicable property taxes related to the Premises; and

WHEREAS, the Licensee is self insured under Florida Statute 768.28 and will provide insurance in the amounts established by that statute, which will protect 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, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A provided, however that due to the parking lot being constructed at the Licensee's sole cost and expense, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived; and

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

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

WHEREAS, the subject property is zoned (NS-2) Neighborhood Suburban Single Family-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 and all other necessary documents with the Board of Trustees of St. Petersburg College for the use of the existing parking lot located on a portion of City-owned parkland at Eagle Crest Lake for a period of three (3) years at an aggregate rent of $36.00.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00202420.v3

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Third Amendment to the Employee Parking License Agreement and all other necessary documents with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $546.36 per month, with the right to request an extension for an additional one (1) year term; 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 the Salvador Dalí Museum, Inc. ("Dalí") asking the City to extend its license providing use of up to twenty (20) non-exclusive parking spaces ("Premises"), identified in the attached illustration, located within the Albert Whitted Airport overflow parking area. Through the adoption of Resolution No. 2011-352 on September 8, 2011, City Council approved a one-year Employee Parking License Agreement with the Dalí ("Agreement"), with extensions for up to four (4) successive one (1) year terms, that provided the Dalí use of the Premises for employee parking. This will be the third (3rd) of the four (4) allowed extensions following the First Amendment to the Agreement through the adoption of Resolution No. 2012-431, approved by City Council on September 20, 2012 and the Second Amendment to the Agreement through the adoption of Resolution No. 2013-367, approved by City Council on September 19, 2013.

Under the Agreement, Dalí pays the City a fee, which, commencing at the beginning of the Second Renewal Term, is at a rate of $530.45 per month, plus applicable taxes ("Fee"). Effective October 1, 2014, the Fee will be increased by 3% to $546.36 per month, plus any applicable taxes, upon approval by City Council. The City, with reasonable notice to Dalí, shall have the right to temporarily suspend Dalí's use and access to the Premises from time to time for City events, including but not limited to: (i) any sponsored or co-sponsored City event, (ii) the Grand Prix, or (iii) boat and air shows. Any such suspension shall provide for a credit of any prepaid Fee. The City shall continue to appropriately maintain the Premises with Dalí's cooperation. Dalí will maintain a commercial general liability insurance policy in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate. The City has no obligation to provide replacement parking under any circumstances.

The Agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice of its intent to terminate prior to the scheduled date of termination.

This Agreement is in compliance with Section 1.02(c)(4) of the City Charter, which permits the licensing of property on Albert Whitted Airport, not exceeding 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 a Third Amendment to the Employee Parking License Agreement and all other necessary documents with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $546.36 per month, with the right to request an extension for an additional one (1) year term; and providing a 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: 00202445

ILLUSTRATION

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THIRD AMENDMENT TO THE EMPLOYEE PARKING LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH SALVADOR DALÍ MUSEUM, INC. FOR THE NON-EXCLUSIVE USE OF TWENTY (20) PARKING SPACES LOCATED WITHIN THE ALBERT WHITTED MUNICIPAL AIRPORT OVERFLOW PARKING AREA FOR A PERIOD OF ONE (1) YEAR FOR $546.36 PER MONTH, WITH THE RIGHT TO REQUEST AN EXTENSION FOR AN ADDITIONAL ONE (1) YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from the Salvador Dalí Museum, Inc. ("Dalí") asking the City to extend its license providing use of up to twenty (20) non-exclusive parking spaces ("Premises") located within the Albert Whitted Airport overflow parking area; and

WHEREAS, through the adoption of Resolution No. 2011-352 on September 8, 2011, City Council approved a one-year Employee Parking License Agreement with the Dalí ("Agreement"), with extensions for up to four (4) successive one (1) year terms, that provided the Dalí use of the Premises for employee parking; and

WHEREAS, this will be the third (3rd) of the allowed extensions following the First Amendment to the Agreement through the adoption of Resolution No. 2012-431, approved by City Council on September 20, 2012 and the Second Amendment to the Agreement through the adoption of Resolution No. 2013-367, approved by City Council on September 19, 2013; and

WHEREAS, under the existing Agreement, Dalí pays the City a fee, which, commencing at the beginning of the Second Renewal Term, is at a rate of $530.45 per month ("Fee"), plus applicable taxes; and

WHEREAS, the proposed Third Amendment to the Agreement ("Third Amendment") will be for a term of one (1) year, with the right to request an extension for an additional one (1) year term, subject to approval by City Council; and

WHEREAS, under the terms and conditions of the proposed Third Amendment, Dalí's monthly Fee will be increased by 3% to $546.36 per month, plus any applicable taxes, upon approval by City Council; and

WHEREAS, the City, with reasonable notice to Dalí, shall have the right to temporarily suspend Dalí's use and access to the Premises from time to time for City events

including but not limited to: (i) any sponsored or co-sponsored City event, (ii) the Grand Prix, or (iii) boat and air shows; and

WHEREAS, any such suspension shall provide for a credit of any prepaid Fee; and

WHEREAS, the City shall continue to appropriately maintain the Premises with Dalí's cooperation; and

WHEREAS, Dalí will maintain a commercial general liability insurance policy in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; and

WHEREAS, the City has no obligation to provide replacement parking under any circumstances; and

WHEREAS, the Agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice of its intent to terminate prior to the scheduled date of termination; and

WHEREAS, this Agreement is in compliance with Section 1.02(c)(4) of the City Charter, which permits the licensing of property on Albert Whitted Airport, not exceeding 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 authorized to execute a Third Amendment to the Employee Parking License Agreement and all other necessary documents with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $546.36 per month, with the right to request an extension for an additional one (1) year term.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Michnowicz

City Attorney (Designee)
Legal: 00202445

APPROVED BY:

Joseph F. Zeoli

Joseph F. Zeoli, Interim Director
Downtown Enterprise Facilities

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the University of South Florida Board of Trustees, a public body corporate, for its College of Engineering, for use of the restroom building within City-owned Albert Whitted Park to access, install, operate and maintain photovoltaic improvements for a term of five (5) years, at a rent of $60.00 for the term; 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 The University of South Florida for its College of Engineering ("USF") to enter into a License Agreement ("Agreement") for another five (5) year term to continue utilizing the restroom building within Albert Whitted Park ("Premises") as a site for placement, operation, access and maintenance of the photovoltaic solar panels ("Improvements"). The Improvements were installed in conjunction with the initial license agreement which was approved on September 17, 2009, via Resolution No. 2009-479 for a term of five (5) years.

The Premises is part of a renewable energy project ("Project") resulting from a partnership between USF and Duke Energy Florida, Inc. d/b/a Duke Energy (Duke Energy), formerly known as Florida Power Corporation d/b/a Progress Energy Florida, Inc., working together to develop renewable and sustainable power through Renewable SEEDS (Sustainable Electric Energy Delivery Systems) for Clean Power Future projects. The Improvements will continue to provide an alternative energy source for illumination of the Park restroom building.

USF has executed a new Agreement for a term of five (5) years, 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 is sixty dollars ($60.00) for the entire term. All maintenance necessary for the Improvements will be the responsibility of USF. USF is an institution of the State of Florida that is self insured under Florida Statute Section 768.28 Chapter 284, Part II and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF's use of the Premises. The City is under no obligation to provide a replacement facility under any circumstances.

This transaction complies with Section 1.02(c)(2) of the City Charter which permits the leasing of Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council. The Premises is zoned Downtown Center – Park (DC-P).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement and all other necessary documents with the University of South Florida Board of Trustees, a public body corporate, for its College of Engineering, for use of the restroom building within City-owned Albert Whitted Park to access, install, operate and maintain photovoltaic improvements for a term of five (5) years, at a rent of $60.00 for the term; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

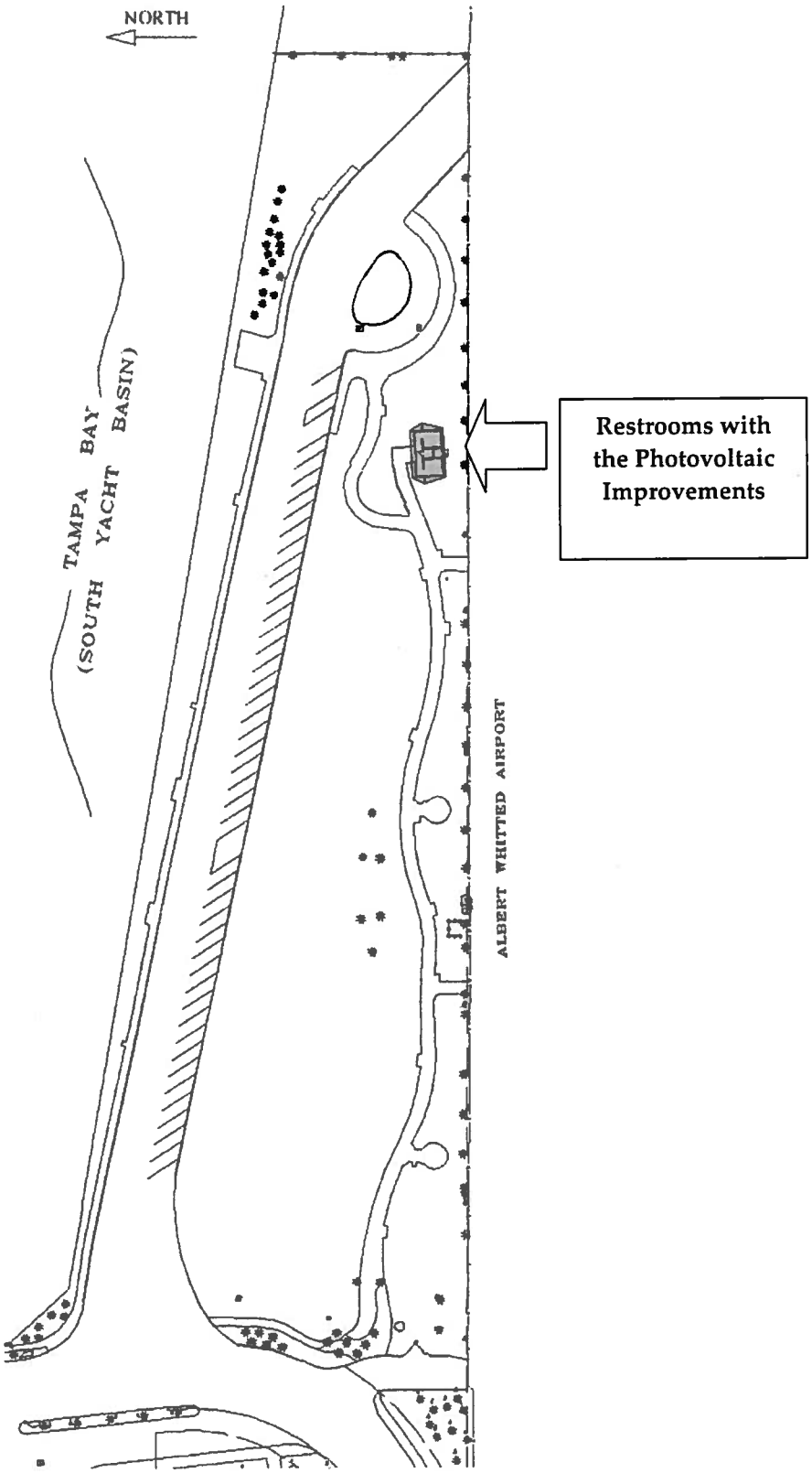
APPROVALS: Administration: _____

Budget: N/A

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

ILLUSTRATION

(ALBERT WHITTED PARK)



Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE, FOR ITS COLLEGE OF ENGINEERING, FOR USE OF THE RESTROOM BUILDING WITHIN CITY-OWNED ALBERT WHITTED PARK TO ACCESS, INSTALL, OPERATE AND MAINTAIN PHOTOVOLTAIC IMPROVEMENTS FOR A TERM OF FIVE (5) YEARS, AT A RENT OF $60.00 FOR THE TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Real Estate & Property Management received a request from The University of South Florida for its College of Engineering ("USF") to enter into a License Agreement ("Agreement") for another five (5) year term to continue utilizing the restroom building within Albert Whitted Park ("Premises") as a site for placement, operation, access and maintenance of the photovoltaic solar panels ("Improvements"); and

WHEREAS, the Improvements were installed in conjunction with the initial license agreement which was approved on September 17, 2009, via Resolution No. 2009-479 for a term of five (5) years; and

WHEREAS, the Improvements are located on a portion of that property legally described as follows:

CENTER FOR THE ARTS, LOT 1, BLOCK 3 as recorded in Official Records Book 134, Pages 98 through 102; and

WHEREAS, the Premises is part of a renewable energy project ("Project") resulting from a partnership between USF and Duke Energy Florida, Inc. d/b/a Duke Energy ("Duke Energy"), formerly known as Florida Power Corporation d/b/a Progress Energy Florida, Inc., working together to develop renewable and sustainable power through Renewable SEEDS (Sustainable Electric Energy Delivery Systems) for Clean Power Future projects; and

WHEREAS, the Improvements will continue to provide an alternative energy source for illumination of the Park restroom building; and

WHEREAS, USF has executed a new Agreement for a term of five (5) years, 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; and

WHEREAS, the rental rate is sixty dollars ($60.00) for the entire term; and

WHEREAS, all maintenance necessary for the Improvements will be the responsibility of USF; and

WHEREAS, USF is an institution of the State of Florida that is self insured under Florida Statute Section 768.28 Chapter 284, Part II and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF's use of the Premises; and

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

WHEREAS, this transaction complies with Section 1.02(c)(2) of the City Charter which permits the leasing of Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the Premises is zoned Downtown Center – Park (DC-P).

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is hereby authorized to execute a License Agreement and all other necessary documents with the University of South Florida Board of Trustees, a public body corporate, for its College of Engineering, for use of the restroom building within City-owned Albert Whitted Park to access, install, operate and maintain photovoltaic improvements for a term of five (5) years, at a rent of $60.00 for the term.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

Legal: 00202450.doc

APPROVED BY:

Sherry McBee, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Parking Space Use Agreement and all other necessary documents with Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center for the purpose of providing six (6) parking spaces located in City Hall Parking Lot No. 4; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from the City's Economic Development Department to prepare a Parking Space Use Agreement ("Agreement") between the City and Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center ("TBIC"). TBIC is in the process of relocating its support staff and entire operation to the downtown campus of St. Petersburg College ("College") to house its incubator, Technology & Entrepreneurship Center ("TEC") Garage, which shall be fully operational by October 1, 2014. Due to limited parking in the close proximity of the College, TBIC has requested to utilize six (6) parking spaces from the City for its staff (including interns) and visitors.

The Agreement shall provide six (6) parking spaces ("Parking Spaces") for TBIC's staff, visitors and invitees. The Agreement has a three (3) year term; however, it may be terminated without cause by either party with ninety (90) days written notice. The parking fee is one hundred eighty dollars ($180) per month, plus applicable sales tax, and shall be adjusted annually by increases in the Consumer Price Index.

The Parking Spaces are located in City Hall Parking Lot No. 4 at the east end, and shall be made available to TBIC during weekdays from 7:30 AM to 5:30 PM. The City has reserved the right to use the Parking Spaces after 5:30 PM daily, including weekends.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Parking Space Use Agreement and all other necessary documents with Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center for the purpose of providing six (6) parking spaces located in City Hall Parking Lot No. 4; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Map and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____

(As to consistency w/attached legal documents)
Legal: 00202469

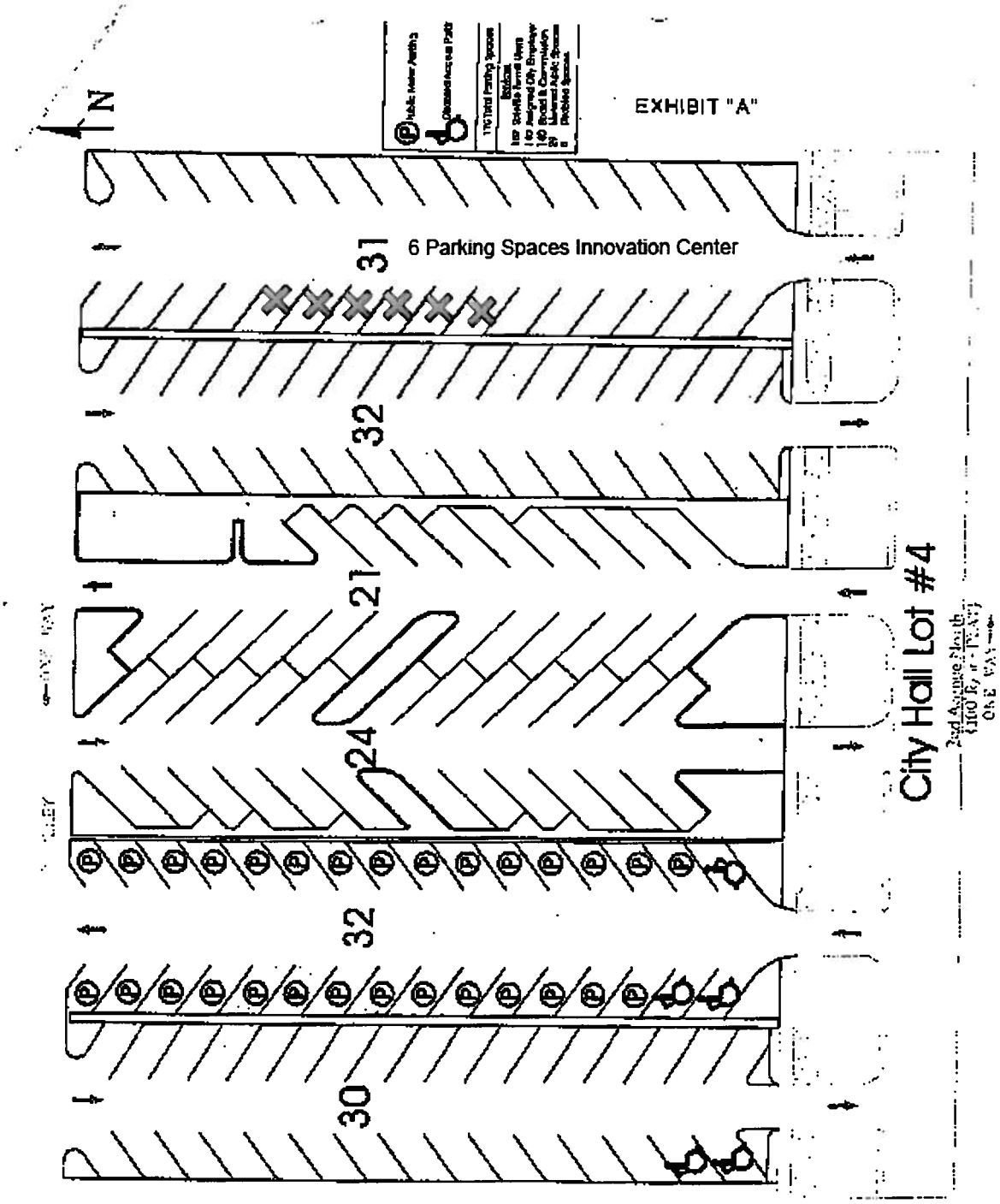


EXHIBIT "A"
N
6 Parking Spaces Innovation Center
City Hall Lot #4
31
32
21
24
32
30

08.18.2014

Resolution No. 2014 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A PARKING SPACE USE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH STAR-TEC ENTERPRISES, INC., A FLORIDA NON-PROFIT CORPORATION, D/B/A TAMPA BAY INNOVATION CENTER FOR THE PURPOSE OF PROVIDING SIX (6) PARKING SPACES LOCATED IN CITY HALL PARKING LOT NO. 4; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request from the City's Economic Development Department to prepare a Parking Space Use Agreement ("Agreement") between the City and Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center ("TBIC"); and

WHEREAS, the Agreement shall provide six (6) parking spaces ("Parking Spaces") for TBIC's staff, visitors and invitees; and

WHEREAS, the Agreement has a three (3) year term; however, it may be terminated without cause by either party with ninety (90) days written notice; and

WHEREAS, the parking fee is one hundred eighty dollars ($180) per month, plus applicable sales tax, and the parking fee shall be adjusted annually by increases in the Consumer Price Index; and

WHEREAS, the Parking Spaces are located in City Hall Parking Lot No. 4 at the east end, and shall only be made available to TBIC during weekdays from 7:30 AM to 5:30 PM.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is authorizing the Mayor, or his Designee, to execute a Parking Space Use Agreement and all other necessary documents with Star-Tec Enterprises, Inc., a Florida non-profit corporation, d/b/a Tampa Bay Innovation Center for the purpose of providing six (6) parking spaces located in City Hall Parking Lot No. 4; and providing an effective date.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

Legal: 00202469

APPROVED BY:

Evan Mory, Director
Transportation and Parking Management

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: Appointment of Michael J. Jefferis II and Joseph F. Zeoli to the Board of Trustees of the Police Pension Fund

EXPLANATION:

Chapter 185.05, Florida Statutes, Section 3 of the Prior Plan, Section 22-240 of the 1970 Supplemental Police Officer's Retirement System and Section 22-279 of the 1984 Supplemental Police Officer's Retirement System require that the Police Pension Board be constituted in the following manner:

Two individuals who are legal residents of the City, appointed by City Council
Two employee-elected members
One individual chosen by a majority of the other four members

All Board members serve four-year terms. The terms of the present Board members expire September 30, 2014. Chapter 185.05, Florida Statutes, states that Trustees may succeed themselves.

It is recommended that City Council appoint the following individuals to the Police Pension Board for the term October 1, 2014 through September 30, 2018:

Police Pension Board - Council-Appointed
Michael J. Jefferis II, Parks & Recreation Director (presently a trustee)
Joseph F. Zeoli, Interim Downtown Enterprise Facilities Director (presently a trustee)

Attachments:
(1) Resolution of Appointment

APPROVALS:

Administrative:

Signature 8/22/14 Date

A RESOLUTION APPOINTING TRUSTEES TO THE POLICE'S PENSION BOARD; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council appoints Michael J. Jefferis II and Joseph F. Zeoli to the Board of Trustees of the Police Pension Fund for a four-year term beginning October 1, 2014 and ending September 30, 2018.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Jacqueline Kovilaritch
Assistant City Attorney

8/20/14
Date

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 18, 2014

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

SUBJECT: Appointment of Michael J. Connors and Andrew J. Swenson to the Board of Trustees of the Fire Pension Fund

EXPLANATION:

Chapter 175.061, F.S., Section Three, Part I (Ordinance 932-f) of the Prior Fire Plan and Section 22-200 of the Supplemental Firefighter's Retirement System require that the Fire Pension Board be constituted in the following manner:

Two individuals who are legal residents of the City, appointed by City Council
Two employee-elected members
One individual chosen by a majority of the other four members

All Board members serve four-year terms. The terms of the present Board members expire September 30, 2014. Chapter 175, Florida Statutes, states that Trustees may succeed themselves.

It is recommended that City Council appoint the following individuals to the Fire Pension Board for the term October 1, 2014 through September 30, 2018:

Fire Pension Board - Council-Appointed
Michael J. Connors, Public Works Administrator (presently a Trustee)
Andrew J. Swenson, Anderson, Riley & Spoor, P. A. (presently a Trustee)

Attachments:
(1) Resume of Andrew J. Swenson
(2) Resolution of Appointment

APPROVALS:

Administrative:

Signature

8/22/14
Date

A RESOLUTION APPOINTING TRUSTEES TO THE FIREFIGHTER'S PENSION BOARD; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council appoints Michael J. Connors and Andrew J. Swenson to the Board of Trustees of the Fire Pension Fund for a four-year term beginning October 1, 2014 and ending September 30, 2018.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Jacqueline Kovilaritch
Assistant City Attorney

8/20/14
Date

ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of September 18, 2014

TO: The Honorable William ("Bill") Dudley, Chair, and Members of City Council

SUBJECT: A Resolution rescinding City Council Resolution No. 2014-352; authorizing the Mayor or his Designee to negotiate and provide a 0% interest acquisition and development forgiven loan in the amount of $268,965 from the HOME Investment Partnership ("HOME") Affordable Multi-family Rental Program to Boley Centers, Inc. ("Boley") for acquisition and development of the 3636 Park Apartments to be located at 3636 5th Avenue North; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: City Council previously adopted Resolution No. 2014-352, authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan to Pinellas Affordable Living, Inc. in an amount of $268,965 for the proposed acquisition and development of an 8-unit apartment building for homeless families who are very low income as defined by Florida Housing Finance Corporation ("FHFC") as the 3636 Park Apartments ("Development"), to be located at 3636 Fifth Avenue North, subject to conditions set out in that resolution. The funding to be provided by the City is from its HOME Investment Partnership (HOME) funds.

Boley Centers, has requested that the ownership entity name be changed from the name of their housing subsidiary, Pinellas Affordable Living, Inc. which was approved in Resolution No. 2014-352 to the name of Boley Centers, Inc., since Boley was the entity that received the grant award from the FHFC for the construction funding. Boley needed to secure ownership of the property prior to applying for the FHFC funding; therefore the acquisition portion of the City's loan will be used to pay off an acquisition bridge loan that was obtained by Boley from the Bessie Boley Foundation.

Boley Centers is hopeful to finalize the FHFC financing and begin construction in October or November of 2014.

RECOMMENDATION: The Administration recommends Resolution rescinding City Council Resolution No. 2014-352; authorizing the Mayor or his Designee to negotiate and provide a 0% interest acquisition and development forgiven loan in the amount of $268,965 from the HOME Investment Partnership ("HOME") Affordable Multi-family Rental Program to Boley Centers, Inc. ("Boley") for acquisition and development of the 3636 Park Apartments to be located at 3636 5th Avenue North; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds to be provided from previously allocated HOME Investment Partnership Funds.

ATTACHMENTS: Signed Resolution 2014-352 (to be rescinded)

APPROVALS:

Administration: Michael R. Dove

Budget: Stacey McKee

Resolution No. 2014: _____

A RESOLUTION RESCINDING CITY COUNCIL RESOLUTION NO. 2014-352; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND PROVIDE A 0% INTEREST ACQUISITION AND DEVELOPMENT FORGIVEN LOAN IN THE AMOUNT OF $268,965 FROM THE HOME INVESTMENT PARTNERSHIP ("HOME") AFFORDABLE MULTI-FAMILY RENTAL PROGRAM TO BOLEY CENTERS, INC. FOR ACQUISITION AND DEVELOPMENT OF THE 3636 PARK APARTMENTS TO BE LOCATED AT 3636 5TH AVENUE NORTH; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") established the need for additional affordable rental housing units as a priority in its 2011 – 2016 Consolidated Plan; and

WHEREAS, on August 7, 2014 City Council, adopted Resolution No. 2014-352, which authorized the Mayor or his designee to negotiate and provide a 0% interest forgiven loan to Pinellas Affordable Living, Inc. ("PAL, Inc.") in an amount of $268,965 from the Home Investment Partnership Affordable Multi-Family Rental Program for the proposed acquisition and development of an 8-unit apartment building (3636 Park Apartments) located at 3636 Fifth Avenue North; and

WHEREAS, Boley Centers, Inc. ("Boley") has requested that the authorized ownership entity name be changed from PAL, Inc., (a housing subsidy of Boley) to Boley in order to match the entity name that received the grant award from the Florida Housing Finance Corporation; and

WHEREAS, the City's loan document will provide that the loan be forgiven at the end of a successful twenty year affordability period; and

WHEREAS, this approval to provide funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent HUD environmental review; and

WHEREAS, Administration will reduce the program income deposits in the Rehabilitation Loan program (Oracle 80918-13784) by $115,451 and increase the HOME Investment Partnership ("HOME") Affordable Multi-family Rental Program by the corresponding amount and combine these funds with unencumbered Multi-family Rental Program funds in order to make available a total of $268,965 to fund Boley's loan request.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that City Council Resolution No. 2014-352 is hereby rescinded.

BE IT FURTHER RESOLVED that the Mayor or his Designee is authorized to negotiate and provide a 0% interest acquisition and development forgiven loan in the amount of $268,965 from the HOME Investment Partnership (HOME) Affordable Multi-family Rental Program to Boley for the acquisition and development of the 3636 Park Apartments to be located at 3636 5th Avenue North.

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL:

City Attorney (Designee)

HOUSING & COMMUNITY DEVELOPMENT:

Joshua A. Johnson, Director

Legal: final 202455

NO. 2014-352

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND PROVIDE A 0% INTEREST ACQUISITION AND DEVELOPMENT FORGIVEN LOAN IN THE AMOUNT OF $268,965 FROM THE HOME INVESTMENT PARTNERSHIP ("HOME") AFFORDABLE MULTI-FAMILY RENTAL PROGRAM TO PINELLAS AFFORDABLE LIVING, INC. FOR ACQUISITION AND DEVELOPMENT OF THE 3636 PARK APARTMENTS TO BE LOCATED AT 3636 5TH AVENUE NORTH; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established the need for additional affordable rental housing units as a priority in its 2011-2016 Consolidated Plan; and

WHEREAS, On May 21, 2013, Pinellas Affordable Living, Inc. ("PAL, Inc.") requested the City provide a 0% interest forgiven loan of $268,965 so that PAL, Inc. can construct 6 two bedroom and 2 three bedroom units which will be restricted as to rent and occupancy for homeless families who are very low income as defined by Florida Housing Finance Corporation ("FHFC") (at or below 40% of Area Median Income) as the 3636 Park Apartments to be located at 3636 5th Avenue North ("Development"); and

WHEREAS, the Development is anticipated to cost a total of approximately $1,599,203 and PAL, Inc has been awarded funds from FHFC in May 2014 for $1,312,000 in development funds, and is requesting the City funds to pay the cost of the acquisition bridge loan, and a portion of both the hard and soft development costs; and

WHEREAS, The City's loan documents will provide that the loan be forgiven at the end of a successful twenty year affordability period; and

WHEREAS, on June 11, 2014, the City's Project Review Team reviewed the merits of the Development and agreed that the request should be forwarded to City Council for approval; and

WHEREAS, this approval to provide funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent HUD environmental review; and

WHEREAS, the Administration will reduce the program income deposits in the Rehabilitation Loan program (Oracle 80918-13784) by $115,451 and increase the HOME Investment Partnership ("HOME)" Affordable Multi-family Rental Program by the corresponding amount and combine these funds with unencumbered Multi-family Rental Program funds in order to make available a total of $268,965 to fund PAL, Inc.'s loan request.

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 negotiate and provide a 0% interest acquisition and development forgiven loan in the amount of $268,965 from the HOME Investment Partnership (HOME) Affordable Multi-family Rental Program to Pinellas Affordable Living, Inc. for the acquisition and development of the 3636 Park Apartments to be located at 3636 5th Avenue North; and

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

This resolution shall be come effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 7th day of August, 2014.

William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk

CITY OF ST. PETERSBURG, FLORIDA.
RE-INCORPORATED A.D. 1903.

ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of September 18, 2014

TO: The Honorable William ("Bill") Dudley, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute two (2) agreements with the Florida Department of Environmental Protection that pertain to the remediation of groundwater contamination at the former nursery site historically operated by the City of St. Petersburg. The first agreement is a Use Restriction Agreement for the portion of the site located in City parklands in Lake Maggiore Park, and more specifically Boyd Hill Nature Preserve. The second agreement is a Restrictive Covenant for the portion of the site that is located in City right-of-way at Country Club Way South.

EXPLANATION: The City of St. Petersburg historically operated a plant nursery within the Lake Maggiore Preserve. As a part of these operations, tanks used for landscape maintenance activities were cleaned in an area located in the southern portion of the nursery area from approximately 1970 until 1984 ("Site"). Initial site assessment activities began in 1985 and elevated levels of arsenic and pesticides were found in the soil and groundwater. The City worked with the Florida Department of Environmental Protection ("FDEP") and conducted more assessment activities. In 1992 contaminated soils were excavated. Additional assessment activities were conducted following the excavation identifying the need for more soils excavation. In 1999, activities were placed on hold while FDEP studied arsenic contamination in Florida and the best methods for remediation. In 2005, FDEP completed their study and revised the cleanup standards for arsenic. In 2008, the FDEP requested the city to continue with onsite activities. Additional soil excavation of contaminated soils was conducted in 2009 and 2011. After completion of soil excavation, groundwater tests have shown that the pesticides have been removed and that an isolated area of elevated arsenic remains in the groundwater. Based on the limited extent of the arsenic and that tests have shown that the arsenic is not migrating, the City's consultant submitted a Site Rehabilitation Completion Report (SRCR) to FDEP in March, 2014. The FDEP completed their reviews of all reports and data and on June 9, 2014 concluded that due to limited extent of the arsenic and that the arsenic is stable and is not migrating, they approved the SRCR. The Site has been approved by FDEP for closure with conditions on the access and use of the groundwater in the limited area.

The Site is located in the southern portion of the City, and straddles a portion of Boyd Hill Nature Preserve (in Lake Maggiore Park) and a portion of the right-of-way within Country Club Way South. FDEP is seeking a passive remediation of the contaminated groundwater at the Site. Such an effort is traditionally accomplished through agreement to a restrictive covenant; however, since a portion of the Site is located within park property, and because such an agreement contains language that requires the covenant to remain in effect in perpetuity, concerns over running afoul of City Charter § 1.02 arose. Charter § 1.02 requires a referendum when there is any permanent disposition of park property; the City Attorney's Office believes that a restrictive covenant would potentially qualify as a permanent disposition of park property.

The City Attorney's Office worked with FDEP to develop an alternative agreement to a restrictive covenant in order to ensure that the Boyd Hill portion of the affected property is properly cleaned up over time without triggering the Charter's referendum provision. FDEP has approved the alternative language in the attached agreement, which includes such sufficient institutional controls that both ensure the long-term viability of the remediation of the Site while also not requiring a costly and time-consuming referendum.

An adjacent portion of the Site is located in the right-of-way within Country Club Way South. The Restrictive Covenant contained in this packet addresses this portion of the Site located outside of City parklands. Because the contaminated groundwater located within the Country Club Way South right-of-way is not within City Charter parks, the Restrictive Covenant remains an appropriate mechanism to restrict use of this portion of the Site.

RECOMMENDATION: Legal recommends City Council authorize the Mayor or his Designee to execute all documents necessary to effectuate the Restrictive Covenant and Use Restriction Agreement.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution
Use Restriction Agreement with FDEP
Restrictive Covenant

APPROVALS:

Legal: _____

Resolution No. 2014-____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A USE RESTRICTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); AND TO EXECUTE A RESTRICTIVE COVENANT WITH FDEP; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg seeks to enter into two (2) agreements with the Florida Department of Environmental Protection ("FDEP") for the remediation of contaminated groundwater at the site of the former municipal nursery; and

WHEREAS, the FDEP has determined that the contaminated groundwater is not migrating and that passive remediation is appropriate for the site; and

WHEREAS, a portion of the contaminated site is located in City Charter parklands, Lake Maggiore Park, and the remainder is located in a portion the right-of-way at Country Club Way South; and

WHEREAS, the City agrees to restrict allowable uses in the parkland portion of the site, and to enter into a Restrictive Covenant for the right-of-way portion of the site in order to reach the City's and FDEP's mutual goal of groundwater remediation at the site of the former municipal nursery.

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 Use Restriction Agreement with the Florida Department of Environmental Protection; and to execute a Restrictive Covenant with the Florida Department of Environmental Protection; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (designee)
Legal:

USE RESTRICTION AGREEMENT

THIS USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, 20 __, by the City of Saint Petersburg, a Municipal Corporation (hereinafter "CITY") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

WHEREAS, CITY is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, the FDEP Facility Identification Number for the Property is FDEP Site #COM_65233. The facility name at the time of this Agreement is the Former St. Petersburg City Nursery; and

WHEREAS, the discharge of arsenic on the Property is documented in the following reports that are incorporated by reference:

1. *Site Assessment Report dated May 2009, submitted by HSA Engineers & Scientists;*
2. *Site Assessment Report Addendum dated May 2010, submitted by HSA Engineers & Scientists;*
3. *Response to Comments/Site Assessment Report Addendum dated December 15, 2010, submitted by HSA Engineers & Scientists;*
4. *Response to Comments/Site Assessment Report Addendum dated July 14, 2011, submitted by HSA Engineers & Scientists;*
5. *Natural Attenuation Monitoring Report, Year 1 Quarter 1, dated April 26, 2012, submitted by HSA Engineers & Scientists;*
6. *Natural Attenuation Monitoring Report, Year 1 Quarter 2, dated August 13, 2012, submitted by HSA Engineers & Scientists;*
7. *Natural Attenuation Monitoring Report, Year 1 Quarter 3, dated December 14, 2012, submitted by HSA Engineers & Scientists;*
8. *Annual Natural Attenuation Monitoring Report (Year 1 Quarter 4), dated March 15, 2013, submitted by HSA Engineers & Scientists*; and

WHEREAS, the reports noted in the previous recital set forth the nature and extent of the contamination that is located on the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater plume is stable, overall concentrations have been decreasing and there is minimal probability for plume migration; and

WHEREAS, it is the intent of the restrictions in this Agreement to reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the

contaminants and to reduce or eliminate the threat of migration of the contaminants; and

WHEREAS, the FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Agreement. The FDEP can unilaterally revoke the Order if the conditions of this Agreement or of the Order are not met. Additionally, if concentrations of arsenic increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Site #COM_65233 can be found by contacting the appropriate FDEP district office or bureau; and

WHEREAS, CITY deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth; and

WHEREAS, the Property is located on City park property; and

WHEREAS, Section 1.02(e) of the St. Petersburg City Charter (hereinafter "Charter") describes a process that allows for the substantial change of use of park property without necessitating a referendum; and

WHEREAS, City Code Section 21-79 describes a permanent change of use in a passive park to a use other than a passive park use as one in which the substantial change of use process may be initiated; and

WHEREAS, the activities prohibited by this Use Restriction Agreement are not "passive park uses" as defined by City Code Section 21-78; and

WHEREAS, should CITY desire to engage in the prohibited activities, it would necessitate a notice and hearing process that would also require a supermajority vote of the City Council for approval; and

WHEREAS, City Code Section 21-79 describes any use of a nature preserve other than for nature preserve use as a scenario in which the substantial change of use process may be initiated; and

WHEREAS, the Property is located in a nature preserve; and

WHEREAS, the activities prohibited by this Use Restriction Agreement do not align with the City's definition of a nature preserve use; and

WHEREAS, activities prohibited by this Use Restriction Agreement would trigger the substantial change of use procedure; and

WHEREAS, CITY intends to restore and maintain these park lands as demonstrated in its Lake Maggiore Park Master Plan (hereinafter "Plan"); and

WHEREAS, the activities prohibited by the this Use Restriction Agreement are, therefore, unlikely to occur because of the Charter and Municipal Code of Ordinances (hereinafter "Code"); and

WHEREAS, the strength of CITY's Charter and Code provisions virtually assure that the Property will not be transferred; and

WHEREAS, CITY and the FDEP agree that CITY has demonstrated that its Charter, as it may be amended from time to time and incorporated by reference in pertinent part as described in Exhibit "B," its Code, as it may be amended from time to time and incorporated by reference in pertinent part as described in Exhibit "C," and its Plan, incorporated by reference as described in Exhibit "D," are sufficient institutional controls to ensure that the restrictions on the Property set forth herein are adequately observed.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, CITY agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. CITY hereby imposes on the Property the following restrictions:

a. There shall be no use of the groundwater under the portion of the Property designated as "Restricted Area" as described in Exhibit "A". There shall be no drilling for water conducted on the Restricted Area, nor shall any wells be installed on the Restricted Area other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

b. For any dewatering activities on the Restricted Area, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

c. There shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Area without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

d. The restrictions described in Subparagraphs a.-c. in this Paragraph 2 of this Agreement shall be noticed to the public

3. In the remaining paragraphs, all references to "CITY" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Area at reasonable times and with reasonable notice to the CITY. Access to the Property is granted by an adjacent public right of way.

5. It is the intention of CITY that this Agreement shall apply to and be binding upon and inure to the benefit of CITY and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Agreement by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the CITY to comply with the provisions of this Agreement shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the CITY does not or will not be able to comply with any or all of the provisions of this Agreement, the CITY shall notify FDEP in writing within three (3) calendar days. Additionally, CITY shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring of the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property. In the event of any conveyance or sale of the Property, this Agreement shall be incorporated by reference as a deed restriction in the transferring deed.

6. CITY shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Agreement. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the CITY agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Agreement.

7. CITY shall reference these restrictions and provide notice on CITY's Parks and Recreation Department Internet website that contaminated groundwater exists on the Property and that passive remediation of the Property is expected to abate the contamination, as subject to this Agreement.

8. In the event that the Plan is either: a) formally adopted by the CITY through a vote of its City Council; or b) its content is materially updated by CITY or its consultants, CITY shall incorporate this Agreement into the Plan by reference.

9. This Agreement is binding until the Order is deemed satisfied in a written instrument executed by the FDEP Secretary (or designee) and is recorded by CITY in its City Clerk's Office. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Agreement may be modified in writing only. Any subsequent modifications must be executed by both CITY and the FDEP and be recorded by CITY as an amendment hereto.

10. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Agreement. All such other provisions shall continue unimpaired in full force and effect.

11. CITY covenants and represents that on the date of execution of this Agreement that CITY is seized of the Property in fee simple and has good right to create, establish, and impose this Agreement on the use of the Property. CITY also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair CITY'S rights to impose the restrictions described in this Agreement or a joinder and consent, or subordination of such interests, as applicable, is attached hereto.

IN WITNESS WHEREOF, the City of Saint Petersburg has executed this instrument, this _____ day of _____, 20__.

CITY
City of Saint Petersburg, FL

By: _____
Rick Kriseman
Mayor
City of St. Petersburg, FL
P.O. Box 2842
St. Petersburg, FL 33731

ATTEST

By:_____
Chandrahasa Srinivasa, City Clerk

(Affix Seal)

Signed, sealed and delivered in the presence of:

_____ Date: _____
Witness
Print Name: _____

_____ Date: _____
Witness
Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ____, 20 __, by _____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No. _____

Commission Expires: _____

Approved as to form and content:

_____
City Attorney (or designee)

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mary Yeargan, P.G.
Director
Southwest District
13051 N. Telecom Parkway
Temple Terrace, Florida 33637

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION ENCOMPASSING RESTRICTED AREA

ON CITY OF ST.PETERSBURG FORMER NURSERY SITE

Commencing at a found Concrete Monument being the Point of Beginning for the plat of LAKEWOOD COUNTRY CLUB REPLAT, as recorded in Plat Book 115, Page 87 of the Public Records of Pinellas County, Florida, said point being on the corner of Country Club Way S. and Alcazar Way S.

Thence N53°45'44"E, 122.00 feet to a point on the North Right-of-way of Said Country Club Way S.

Thence on a curve to the left, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 8151.02 feet, an Arc Length of 813.36 feet, a Chord Length of 813.04 feet and a Chord Bearing of N39°05'48"W

Thence on a curve to the left, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 3613.08 feet, an Arc Length of 963.09 feet, a Chord Length of 960.26 feet and a Chord Bearing of N49°34'30"W, to a point of Reverse curve

Thence on a curve to the right, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 6426.36 feet, an Arc Length of 504.41 feet, a Chord Length of 504.29 feet and a Chord Bearing of N54°58'47"W

Thence leaving the said North Right-of-way line of said Country Club Way S., N37°16'08"E, 8.96 feet to the POINT OF BEGINNING. Said point of beginning being a Monitor Well

Thence the following Courses and Distances:

N34°37'06"E, 161.73 feet, to a Monitor Well;

N66°08'29"W, 364.01 feet to a Monitor Well;

S04°55'50"E, 107.41 feet, to a point lying on the said North Right-of-way of Said Country Club Way S.;

Thence on a curve to the left, having a radius of 6426.36 feet, an Arc Length of 283.50 feet, a chord length of 283.48 feet, and a Chord Bearing of S51°24'49"E, coincident with the said North Right-of-way of Said Country Club Way S.

Thence N71°08'52"E, 10.79 feet to the POINT OF BEGINNING.

Containing 0.96 acres of land, more or less.

SHEET 1 OF 2, NEITHER SHEET VALID UNLESS ACCOMPANIED BY THE OTHER
THIS IS NOT A SURVEY, SKETCH WAS PREPARED TO ACCOMPANY THE LEGAL DESCRIPTION

CERTIFIED TO : CITY OF ST. PETERSBURG

SURVEYOR'S CERTIFICATE

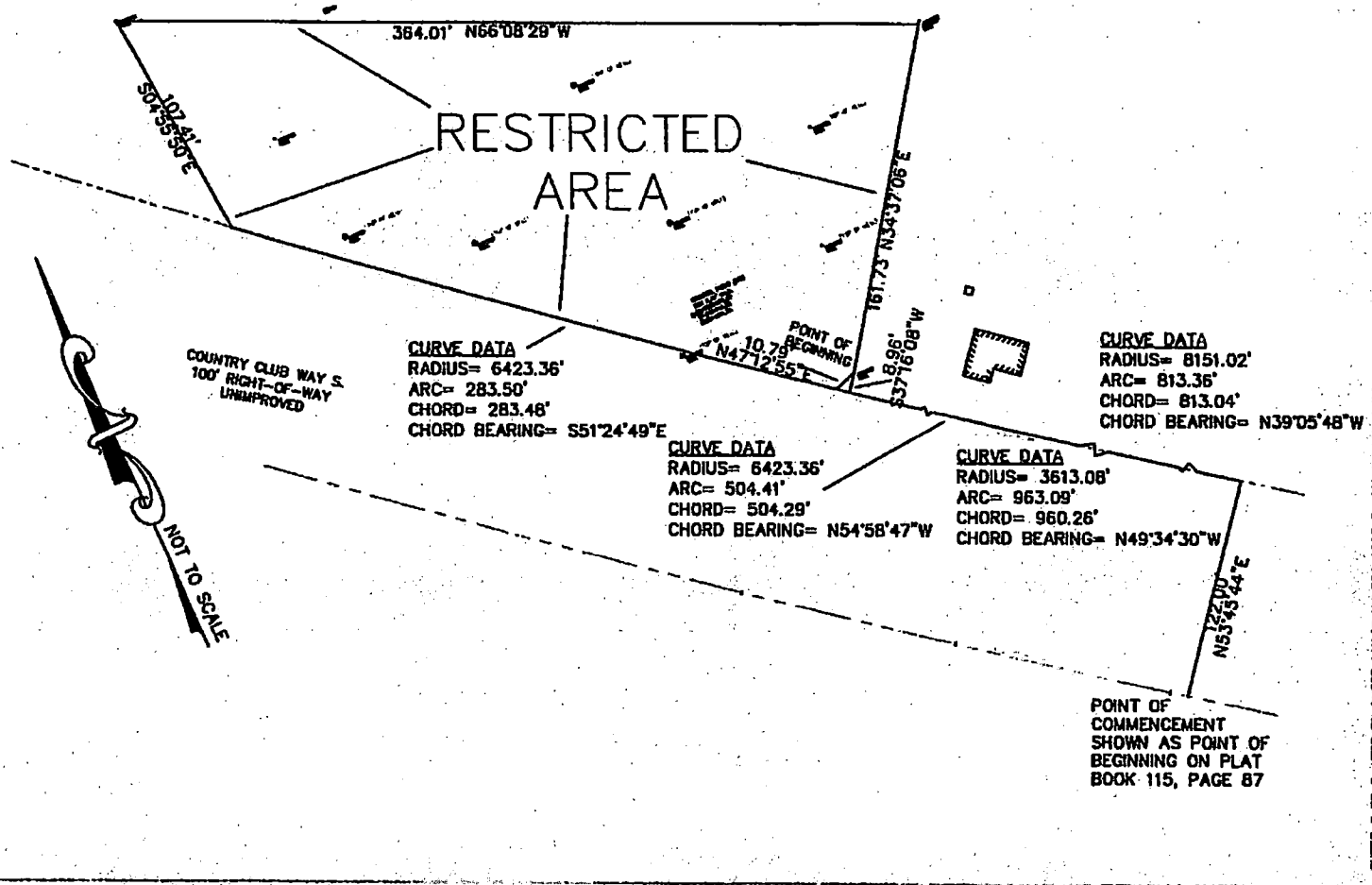
This certifies that a survey of the above property was made under my supervision and that the sketch hereon is a true and accurate representation thereof and meets the technical standards pursuant to Chapter 5J-17 Florida Administration Code.

3/25/14

MATTHEW D. FIDKEL, PSM
SURVEY PROJECT COORDINATOR
FLORIDA PROFESSIONAL SURVEYOR & MAPPER 6125

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST.PETERSBURG
SURVEY DIVISION
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731

F.B.	SEC 35 TWP 31S RGE 16E	ACCEPTED BY:
PARTY CHIEF: N/A	DRAWN BY: MDP	CHECKED BY:
FIELD DATE:	PROJECT NO. 14059-110	DWG. NO.



SHEET 2 OF 2. NEITHER SHEET VALID UNLESS ACCOMPANIED BY THE OTHER
THIS IS NOT A SURVEY, SKETCH WAS PREPARED TO ACCOMPANY THE LEGAL DESCRIPTION

CERTIFIED TO : CITY OF ST.PETERSBURG

SURVEYOR'S CERTIFICATE

This certifies that a survey of the above property was made under my supervision and that the sketch hereon is a true and accurate representation thereof and meets the technical standards pursuant to Chapter 5J-17 Florida Administration Code.

3/25/14

MATTHEW D. PICKEL, PSM
SURVEY PROJECT COORDINATOR
FLORIDA PROFESSIONAL SURVEYOR & MAPPER 6125

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST.PETERSBURG
SURVEY DIVISION
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731

F.B.	SEC 35 TWP 31S RGE 16E	ACCEPTED BY:	
PARTY CHIEF: N/A	DRAWN BY: MDP	CHECKED BY:	
FIELD DATE:	PROJECT NO. 14056-110	DWG. NO.	

EXHIBIT B

Sec. 1.02. Park and waterfront property; use, disposition.

(a) *Purpose.* The purpose of this section is to protect City-owned park and waterfront property. Except as provided herein, no waterfront or park property owned by the City may be sold, donated or leased without specific authorization by a majority vote in a City-wide referendum.

(b) *Definitions.* The following terms shall have the definitions listed below when used in this Section 1.02 unless a different meaning is clearly evident from the context in which they appear:

(1) *City Park and Waterfront Map.* The City Charter Park and Waterfront Map on file with the City Clerk approved by Ordinance No. 780-F is specifically adopted and incorporated herein by reference.

(2) *Park and Waterfront Property.* The City Park and Waterfront Map conclusively determines which property within the City limits, and owned by the City on September 20, 1984 is waterfront property and which is park property. Property acquired by the City after September 20, 1984 shall be considered park property if it is so designated by City Council and shall be considered waterfront property if it is contiguous to, or under the waters of Lake Maggiore, Crescent Lake, Mirror Lake, Tampa Bay, Boca Ciega Bay or the Gulf of Mexico or any other bays, bayous, arms or harbors. The property owned by the City of St. Petersburg in the City of Treasure Island, adjacent to the Gulf of Mexico shall be considered waterfront property.

(3) *Sale.* Sale shall mean the sale, donation or any other permanent disposition of an interest in real property other than a utility easement.

(4) *Lease.* Lease shall mean any non-permanent disposition, of an interest in real property, including but not limited to, leases, permits, licenses and temporary easements.

(c) *The disposition of park and waterfront property.* With respect to the disposition of waterfront or park property the following shall govern:

(1) *Precedence.* Where a specific lease term limitation of greater length than provided elsewhere within this Charter has been denoted in Section 1.02(c)(4) or on the City Park and Waterfront Map, for a particular parcel, that term limitation of greater length shall prevail over any other more

restrictive lease term limitation provided within this Charter for property within that parcel.

(2) *Sale or Lease.* A lease of three (3) years or less of residentially zoned waterfront or park property, a lease of five (5) years or less of commercially zoned waterfront or park property, a lease not exceeding the lease terms permitted for the waterfront or park properties listed in Section 1.02(c) (4) or a lease not exceeding the lease terms permitted by the City Park and Waterfront Map requires approval by the affirmative vote of at least six (6) members of City Council. With the exception of those encumbrances permitted by Section 1.02(c)(5) of this Charter, a lease of waterfront or park property of greater than these respective time periods or a sale requires approval by the referendum procedure contained in Section 1.02(d). Approval authority for leases not requiring a referendum and having a term of one (1) year or less may be delegated by City Council to the Mayor or the Mayor's designee by the affirmative vote of at least five members of Council.

(3) *Exception for Utility Easements.* Notwithstanding any other provision of this Article to the contrary, utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property.

(4) *Properties with Longer Term Lease Limitation.*

A. Properties with Twenty-five (25) Year Lease Limitation. As provided for in Section 1.02(c)(2), the following properties may be leased for a period not exceeding twenty-five (25) years upon the approval of a Resolution of City Council receiving an affirmative vote from at least six (6) members of City Council:

1. Albert Whitted Airport.
   Lot 2, Block 1, Albert Whitted Airport Second Replat and Addition as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

B. Properties with Ten (10) Year Lease Limitation. As provided for in Section 1.02(c)(2), the following properties may be leased for a period not exceeding ten (10) years upon the approval of a Resolution of City Council receiving an affirmative vote from at least six (6) members of City Council:

1. Ships Store Area in Demens Landing Park.

Commence at the Southeast corner of Lot 20, Block 24, "Revised Map of the City of St. Petersburg", as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N90;deg;—00'00" E, along the south boundary of Water Lot 5, said "Revised Map of the City of St. Petersburg" and the extended North right-of-way boundary of Central Avenue, a distance of 2003.04 feet to the Point of Beginning; Thence the following Nine (9) Courses:

1) N64;deg;25'27" W, a distance of 84.83 feet;
2) N25;deg;34'09" E, a distance of 197.70 feet;
3) S74;deg;25'05" E, a distance of 38.07 feet;
4) S05;deg;17'14" W, a distance of 41.65 feet;
5) S62;deg;05'36" E, a distance of 55.54 feet;
6) S25;deg;27'33" W, a distance of 91.56 feet;
7) S64;deg;18'56" E, a distance of 19.41 feet;
8) S25;deg;38'57" W, a distance of 71.38 feet;
9) N64;deg;25'27" W, a distance of 42.07 feet;

To the Point of Beginning.

Containing 0.4755 acres, more or less.

(5) *Exception for acceptance of grants.* Notwithstanding any other provision of this Charter, the following properties may be encumbered with assurances as to future uses in order to receive grants from governmental agencies upon the approval of City Council by an Ordinance receiving a public hearing and receiving an affirmative vote from at least six members of City Council. Each such encumbrance must be approved by a single ordinance dealing with only that encumbrance:

A. Perpetual encumbrances or restrictions for property or portions of property classified as Park or Waterfront property where such restrictions would restrict the property to recreation uses provided such restrictions could be removed by replacing the grant facility and transferring the encumbrance to a new comparable park purchased at City expense or at the option of the Granting Agency repaying the grant money. The City could also accept similar grants having restrictions that are less than perpetual using the same ordinance adoption procedure.

B. Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

(6) *Albert Whitted Airport* as described below shall continue to be used for airport purposes:

For the purpose of this subsection (6), the Albert Whitted Airport is defined as the Albert Whitted property described on the City Park and Waterfront Map and incorporated into the City Charter, except for the property used as of January 1, 2003 for the Albert Whitted Water Reclamation Facility, the Port of St. Petersburg, and the Coast Guard Station.

This provision does not prevent the continuation of existing non-airport use areas for non airport uses, or the occasional alternative use of other airport areas for non airport uses such as but not limited to the Grand Prix.

(d) *Referendum procedure.* Where a referendum procedure is called for in this section, it shall be conducted in the following manner. An ordinance shall be prepared approving the sale or lease of the property subject to a vote of the electors. Except for property outside the City limits, the City shall, thirty-five (35) days prior to the first reading of the ordinance, mail or deliver notice to all owners and residents of property located within two hundred (200) yards from the perimeter of the parcel in which the real estate to be sold or leased is located. Parcel, as used herein, shall be defined as the individually listed parcels of real estate numbered 1 through 101 and "a" through "g" on the City Park and Waterfront Map. Properties acquired after September 20, 1984 shall have their parcel boundaries delineated by City Council by ordinance. The definition of owners and residents shall be established by ordinance of City Council. Following final City Council approval of the referendum ordinance, the question of the sale or lease shall be submitted to the voters and it shall become effective only if it is approved by a majority of the vote at a City-wide referendum.

(e) *Substantial change of use of park property.* The City may substantially change the use of any City-owned park property only after approval by adoption by City Council of a non-emergency ordinance receiving the affirmative vote of at least

six (6) members of City Council with a full public hearing prior to adoption after prior notice to the owners and residents of property within two hundred (200) yards of the perimeter of the park parcel. Parcel, resident, and owners shall be as defined in Section 1.02(d) of this Charter. The City Council shall by ordinance define the terms "substantial change of use."

(f) *Exclusive procedure.* The procedure delineated in this Article shall be the exclusive procedure for the lease or sale of waterfront or park property and no other procedure including Charter amendment shall be used.

(g) On or before July 1, 2012, the City Council shall, adopt, by ordinance, a process to create an inclusive Master Plan for the downtown waterfront. The ordinance shall set forth procedures for the adoption of the Master Plan. These procedures shall include the outline for the process to create the Master Plan, the criteria to be addressed within the Master Plan, the manner of adoption of the Master Plan and a process to assure that adequate inclusive public input is obtained by the City Council prior to adoption of the Master Plan. On or before July 1, 2015, City Council shall prepare and approve, based on the process in the ordinance prescribed herein, the Master Plan. The inclusive Master Plan shall be reviewed and updated not less than every 7 years after the adoption date.

EXHIBIT C

Sec. 21-78. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active park means a Park designated in section 21-83 or 21-87 as an active park.

Active park uses means programmed or highly structured recreational uses that are of a vigorous or competitive nature. Active park uses may include the following uses: swimming pools, tennis and racquetball courts, boating and swimming areas, athletic fields, play areas, multi-purpose senior citizens areas, recreational buildings, multi-purpose courts, boat ramps and boating facilities, outdoor amphitheaters, golf courses, tennis walls, exercise courts, skateboarding facilities, bicycle competition areas, basketball goals, libraries, museums and marinas.

Golf practice area means any unlit, unsupervised area designated by the POD with signs for the practice of golf strokes. The term "golf practice area" shall not include any portion of a golf course.

Nature preserve means a Park Property or any portion thereof designated in section 21-83 or 21-87 as a nature preserve. Nature preserves are established to protect and preserve native plants and animals presently found on property that has been identified for its natural significance. Public visitation is encouraged but may be restricted to protect the integrity of the preserve so that it may be passed on to future generations.

Nature preserve uses may include the following: passive recreation areas that are of a noncompetitive nature, parking facilities, rest room facilities, hiking, jogging, disc golf, nature trails, picnic areas with shelters, landscaping, bicycle paths, playground apparatus, nature centers, beaches, swimming areas, camping areas, botanical gardens, arboretums, interpretive signage, concession areas, parks field offices, and area or border fencing compatible with the character of the park.

Passive park means a Park designated in section 21-83 or 21-86 as a passive park.

Passive park uses means unprogrammed, self-guided recreational uses primarily of a noncompetitive nature. Passive park uses may include the following uses: Passive recreation areas, rest room facilities, hiking and nature trails, picnic areas with shelters, landscaping, bicycle paths, jogging trails, parking facilities, playground apparatus, wooded areas, nature centers, dog parks, golf practice area, boating and swimming areas, beaches, camping areas, botanical gardens, arboretums, horseshoe courts, shuffleboard courts, lawn bowling courts, disc golf areas, decorative fountains, concession stands, park

and recreation offices, facilities or uses accessory to or utilized in connection with the described uses of this definition; and area or border fencing compatible with the character of the Park.

Permanent means not intended or designed to be terminated in less than six months. This term does not apply to structures, equipment, and related infrastructure used in connection with maintenance activities which are not intended or designed to be terminated in less than six months but which are for the maintenance of a Park or Park facility, are intended or designed to be temporary, and which will be removed upon completion of the maintenance activities.

Use means an activity or a structure, but does not include the maintenance of a structure or of a natural feature of a Park.

Wilderness area means property or portion thereof which is designated as such as in section 21-83 or 21-87. Wilderness areas are established to protect wooded Park Property that has been identified for its natural significance.

Wilderness area uses may include the following: minimally intrusive footpaths, benches, picnic tables, interpretive signage and area or border fencing compatible with the character of the Park.

Sec. 21-79. Substantial change criteria.

This section applies only to Charter Parks. A substantial change of use of Park Property for purposes of section 1.02 of the City Charter means:

(1) A permanent change of use in a passive park to a use other than in a passive park use except that a permanent change of the use of less than one-fourth of an acre of passive park to an active park use shall not be considered a substantial change of use.

(2) A permanent change of use to a use other than an active use or a passive park use in an active park.

(3) A permanent change which causes the use of more than 60 percent of a park for active park uses.

(4) Any use of a wilderness area other than for wilderness area uses or a nature preserve other than for nature preserve uses.

(5) Detention, retention or treatment facilities for off-site stormwater drainage.

EXHIBIT D

CITY OF ST. PETERSBURG

LAKE MAGGIORE MASTER PLAN

Funding for this study was provided by the Penny for Pinellas Program

May 2000

Prepared by: Wade-Trim

4919 Memorial Highway Suite 200 Tampa, Florida 33634
PH (813) 882-8366 FAX (813) 884-5990 www.wadetrim.com

CITY OF ST. PETERSBURG

LAKE MAGGIORE PARK MASTER PLAN

Prepared for:

City of St. Petersburg
City Hall, 175 Fifth Street North
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(727)893-7111
www.Stpete.org
Project Manager: Steven A. Ochsner

Prepared by:

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(813)882-8366
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Project Manager: Sharon Heal-Eichler, ASLA

May, 2000

PLANNING PROCESS PARTICIPANTS

David J. Fischer, Mayor

ST. PETERSBURG CITY COUNCIL
Beatrice Griswold, Council Chair - District 2
Larry J. Williams, Vice Chair - District 5
Robert Kersteen - District 1
David W. "Bill" Foster - District 3
Kathleen S. Ford, Esq. - District 4
Frank Peterman - District 6
Rene Flowers - District 7
John J. Lasita - District 8

CITY OF ST. PETERSBURG DEPARTMENTS
St. Petersburg epartment of Leisure Services - D. Lee Metzger, Administrator
St. Petersburg Parks Department - Lidell M. Holmes, Director
St. Petersburg Enterprises and Project Management Department - John W. Green, Director
St. Petersburg Library Services - Mary Brown, Director
St. Petersburg Police Department - Goliath Davis III, Chief of Police
St. Petersburg Engineering and Stormwater Department - Michael Connors, Director
St. Petersburg Fire and Rescue Department - James K. Callahan, Fire Chief
St. Petersburg Sanitation Department - Dave Holihan, Director

NON GOVERNMENTAL ORGANIZATIONS
Suncoast Speed Fest Regatta, Central Florida Powerboat Association*
Southside Youth Soccer League
Friends of Boyd Hill Nature Park
St. Petersburg Rod & Gun Club*
Suncoast Archery Club*
Lake Maggiore Shores Neighborhood Association
Lakewood Junior Spartans Football
Stepping Stone Oasis School*
Circus McGurds
Pinellas Pioneer Settlement Committee
Lakewood Neighborhood Association
*Former property user groups

PROJECT CONSULTANT
Wade Trim Engineers, Tampa, Florida

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MISSION STATEMENT

CONSERVE, PROTECT AND IMPROVE LAKE MAGGIORE PARK AS A SUSTAINABLE NATURAL RESOURCE AND PROMOTE REASONABLE RECREATIONAL USE OF THE PARK LANDS FOR PRESENT AND FUTURE GENERATIONS.

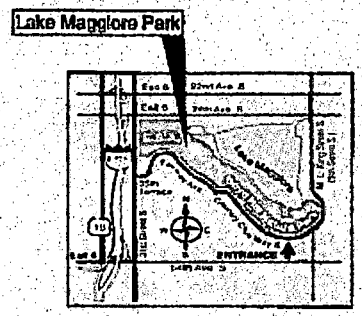
"Natural Resources for the Next Millenium"

INTRODUCTION

Lake Maggiore Park is a resource based Urban District Park which has the capacity to adequately serve a population of 100,000 people according to Florida state recreation guidelines. This is the largest public land holding within the City containing over 530 acres surrounding Lake Maggiore which is over 345 acres in size. The Lake Maggiore Park Master Plan study began in 1994 to determine the best course for management and future development of this unique public land holding. The goal of this study is to recommend appropriate stewardship actions to conserve, protect and improve the Lake Maggiore Park property for the benefit of present and future generations.

PARK LOCATION

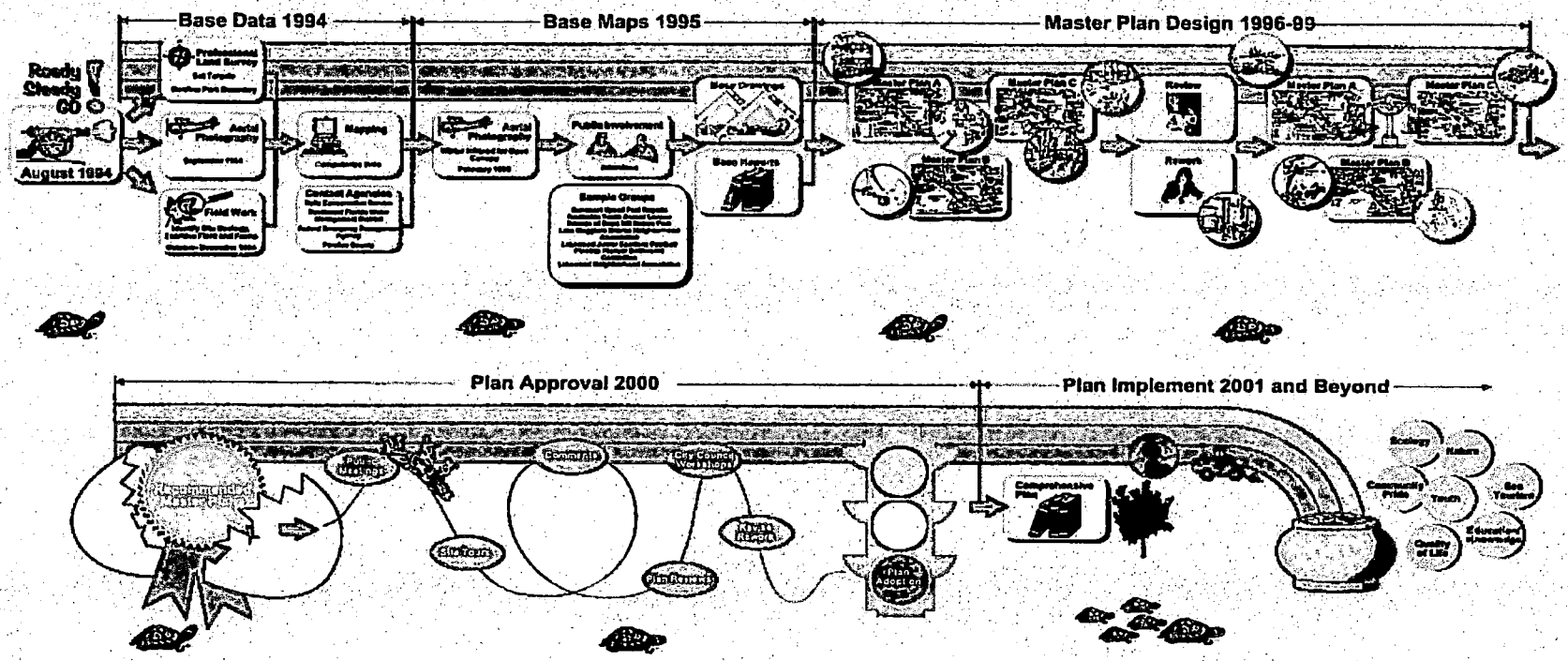
Lake Maggiore Park is located in south St. Petersburg, Florida 3 miles south of the City's energetic downtown Central Business District. The current interstate highway system (I-275) and major arterial highway system (US 19) in the area provides excellent citywide and regional access for the Lake Maggiore Park property.



HISTORY

South St. Petersburg was a native Indian settlement before European colonization in the mid 1850's. Since then development has altered drainage patterns, fragmented habitats and introduced both exotic vegetation and animal species to the park land. Lake Maggiore Park has been subjected to the pressures of urbanization in a City which is predominantly in a "built out" condition. The majority of this lakeside park land has fortunately remained in a state of open space and has not been extensively developed for commercial, residential or governmental interests. Conservation, protection and improvement of the quality of this natural resource is a priority.

PLANNING PROCESS



SITE ANALYSIS SUMMARY

An extensive review of existing site conditions was performed by the consultant team of professional Biologists, Ecologists and Landscape Architects. The project team obtained current scaled aerial infrared photography, researched existing data sources and underwent months of field work to map and evaluate the following features for the 498 acres of property owned by the City of St. Petersburg at Lake Maggiore Park:

- Land Use
- Civic Groups and Neighborhood Associations
- Crime Tracts
- Census Tracts
- Council Districts
- Utilities : potable water, reclaimed water, sanitary sewer, power and telephone service
- Topography
- Drainage Basins
- Stormwater Drainage
- Flood Plains (FEMA)
- Soils
- Ecological Communities
- Archaeological Resources
- Listed Species Including Transect and Drift Fence Studies
- Invasive Exotic Species Intrusion

ECOLOGICAL COMMUNITIES AND NATURAL RESOURCES

Lake Maggiore Park has an abundance of natural plant and animal communities. There are seven dominant ecological communities found on the park site each with its own delicate balance between soils, vegetation and animal life. Over 70 percent of the community types contain 41 documented listed species designated as endangered, threatened or of special concern by state and federal agencies. Over half of the ecological community types are local, state or federal jurisdictional wetland areas.

1. Sand Pine Scrub

The Sand Pine Scrub community is the most ancient in Florida. This natural resource is also the most imperilled habitat because it's characteristic dry sandy soils are attractive for development and citrus groves. Trees found in the "Scrub" are Sand Pine, Long Leaf Pine and Turkey Oak. Understory vegetation is openly distributed over exposed light sandy soils. This community is the habitat of the Gopher Tortoise and other observed listed species which include the Peninsula Mole Skink, Eastern Indigo Snake, Curtiss Milkweed, and Florida Golden Aster.

2. Upland Hardwood Hammock

Photo

Upland Hardwood Hammocks are characterized by thick stands of shade tolerant hardwood trees such as Magnolia, Holly, Sugarberry, Cherry, Oak and Red Mulberry. This habitat is well suited for squirrels and songbirds because of the food source available from the canopy tree cover such as acorns, fruits, nuts and berries. This community is the home of Woodpeckers and Owls. Listed species include Sherman's Fox Squirrel, Spider Orchid, and Wild Pine.

3. South Florida Flatwoods

Photo

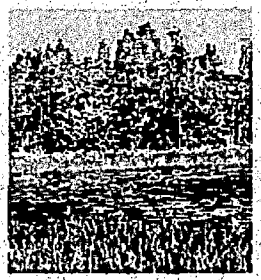
The South Florida Flatwood community is the most widespread community type in our region. This community supported early timber and turpentine industries. The dominant tree species is Slash Pine with an understory of Saw Palmetto. The flatwood is home to a pair of Bald Eagles that can be seen swooping over Lake Maggiore in search of their next fresh fish dinner. The eagles mate from October to May. The pair produced two offspring in 1999.

4. Wetland Hardwood Hammock

The Wetland Hardwood Hammock community is a subtropical hardwood forest which features Red Bay, Magnolia, Sweet Bay and Maple canopy trees. The floral species here are unique. The Needle Palm and many protected native ferns are found in this community. The Wetland Hardwood Hammock is a place which gives one the feeling of being in a lush tropical jungle with ferns, moss, hanging vines and a soft leafy forest floor. the foraging habitat for our many beautiful wading birds such as stork, heron, egret, and ibis. Marsh systems serve as refuge for many species during drought or fire as well as providing the environment for juvenile stage "nursery" growth of many terrestrial animal species. The Freshwater Marsh systems in the park are small and fragmented now. Future creation and enhancement of marsh systems will sustain wildlife and improve water quality.

5. Swamp Hardwood

The Swamp Hardwood community borders rivers or basins. Soils are saturated for most of the year and support broad leaf deciduous trees, cypress, ferns and the flowering Lizard Tail plant. The dense vegetation provides nesting habitat for the American Alligator. This community provides direct benefits to water quality by filtering stormwater runoff and by providing flood storage capacity. The Swamp Hardwood is the largest contiguous community type in the park.



6. Freshwater Marsh

The Freshwater Marsh community occurs on the shorelines of lakes, rivers and basins. This wetland community is characterized by grasses, cattails, arrowhead and pickerelweed. This is

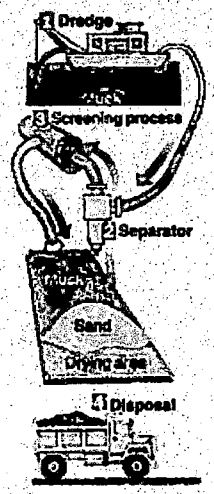
7. Bay Swamp

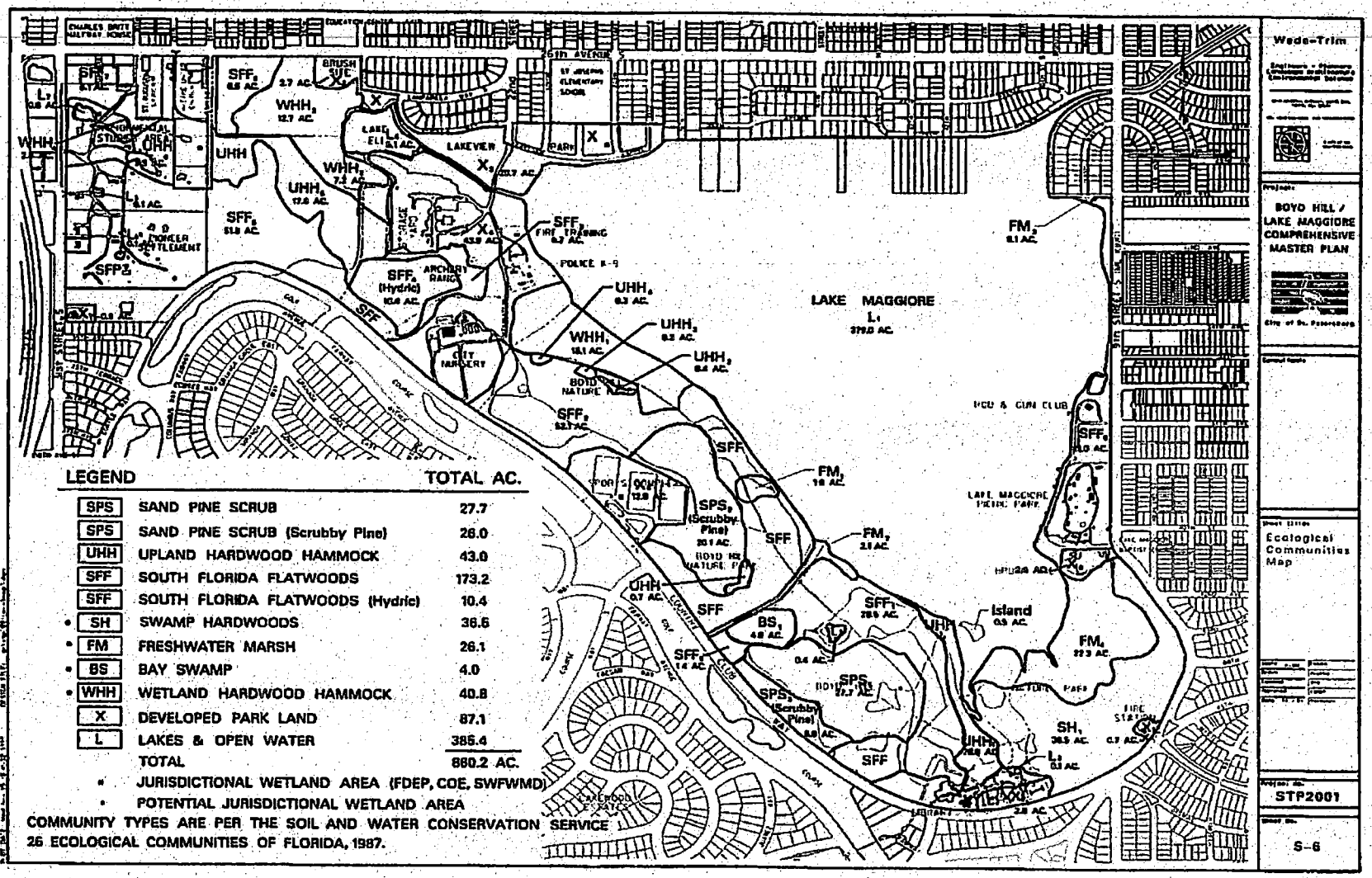
The Bay Swamp community has saturated organic soils for most of the year. There is only one small 4 acre Bay Swamp on the entire park property. This community has flowering Sweet Bay and Swamp Bay trees with a fern understory. Listed species supported by this environment include Holly and Osmunda ferns. The Osmunda fern's root system is sold commercially to Orchid growers as an anchoring medium. The leaves of the Bay trees found here are the commercial Bay leaf spice. Restoration of this small and unique habitat is a priority project.

Photo

8. Lake Maggiore

Lake Maggiore is about to undergo a multimillion dollar restoration effort to improve water quality. The basics of the restoration project include removing decades of silt that have built up on the lake bottom and treating new runoff into the lake with Alum to clean the water. Lake Maggiore is the end of the line for stormwater runoff from approximately 80 percent of the south St. Petersburg area drainage basins. Almost all of the land directly surrounding the lake is publicly owned. This "collar" of open space acts as a filter for surface water before it finally reaches the waters of the lake. The maintenance of healthy natural systems around Lake Maggiore will have a direct positive affect on continued water quality for generations to come.





LEGEND		TOTAL AC.
SPS	SAND PINE SCRUB	27.7
SPS	SAND PINE SCRUB (Scrubby Pine)	26.0
UHH	UPLAND HARDWOOD HAMMOCK	43.0
SFF	SOUTH FLORIDA FLATWOODS	173.2
SFF	SOUTH FLORIDA FLATWOODS (Hydric)	10.4
• SH	SWAMP HARDWOODS	36.6
• FM	FRESHWATER MARSH	26.1
• BS	BAY SWAMP	4.0
• WHH	WETLAND HARDWOOD HAMMOCK	40.8
X	DEVELOPED PARK LAND	87.1
L	LAKES & OPEN WATER	385.4
	TOTAL	860.2 AC.

• JURISDICTIONAL WETLAND AREA (FDEP, COE, SWFWMD)

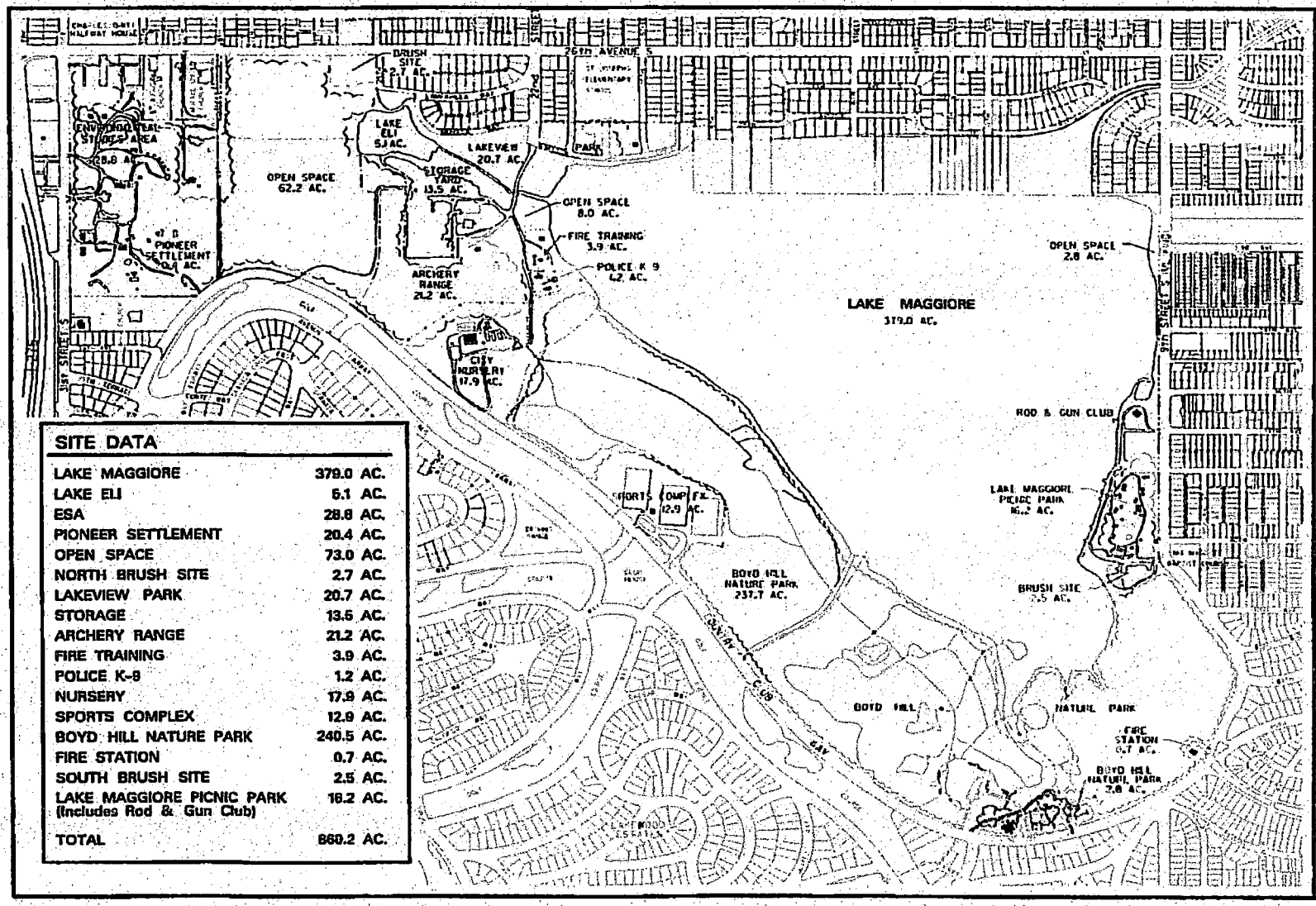
• POTENTIAL JURISDICTIONAL WETLAND AREA

COMMUNITY TYPES ARE PER THE SOIL AND WATER CONSERVATION SERVICE 26 ECOLOGICAL COMMUNITIES OF FLORIDA, 1987.

EXISTING SITE PLAN SHEET

Boyd Hill Nature Park (BHNP) Nature Center South Branch Library Information Booth (1) Park Offices (Trailers 2) Restroom Building (1) Group Picnic Shelters (-) Trail Shelters (3) Childrens Playground (1) Picnic Tables (-) Injured Bird Exhibit (1) Native Bird Exhibit (future) Observation Tower (1) Parking: Paved ____ spaces Unpaved ____ spaces	Leisure Services	[redacted]
Boardwalks: (.445 mi.) wood Swamp Woodlands Trail .28 mi. Willow Marsh Trail .165 mi. Nature Center Trail -	Trail lengths provided by BHNP staff	
Nature Trails: (1.28 mi.) asphalt Lake Maggiore Trail .123 mi. Scrub Island Trail .25 mi. Pine Flatwoods Trail .27 mi. Main Trail .64 mi.		
Bike Trails (1.83 mi.) asphalt Gator Loop .59 mi. Field Mouse Trail .43 mi. Oak-Pine Hammock .14 mi. Bike Path .67 mi. Parking: Paved ____ spaces Unpaved ____ spaces		
Lake Maggiore Picnic Park Rod & Gun Club (1) (demolished) Boat ramps (-) Restroom Building (1) Group Picnic Shelters (-) Picnic Tables (-) Crane Pads (5) Fishing Piers (2) ____ L.F. wood boardwalk/dock Parking: Paved ____ spaces Unpaved ____ spaces	Leisure Services	[redacted]
Environmental Studies Area (ESA) Oak Hall Building (1) Science Classroom "Roost" (1) Restroom/Shower/Laundry Building (1) Maintenance Building/Storage (1) Brown House (vacant) Cabins (5) Fire Circle (1) Parking: Paved ____ spaces Unpaved ____ spaces	Leisure Services	[redacted]
Pioneer Settlement (Museum) Green House (offices) Welch House (vacant) Parking: Paved ____ spaces Unpaved ____ spaces	Pinellas Pioneer Settlement	[redacted]

Brantley Building (Historic) Stables Civil War Earth Fort Endicott House & Garden (Historic) Pole Barn Sugar Cane Mill Blacksmith Shop Sawmill Primitive Camping Sites (3) Food Booth		
Lakeview Park Restroom Building (1) Group Picnic Shelters (-) Parking: Paved ____ spaces Unpaved ____ spaces		
Sport Complex 3 Lighted Game Fields 1 Practice (Overflow) Field Restroom Building Concession Stand Building Storage Building Parking: Paved ____ spaces Unpaved ____ spaces	Leisure Services Lakewood Jr. Spartans Football Southside Youth Soccer League	[redacted]
Brush Sites (2) 26th Avenue South (2.7 acres) 9th Street South (2.5 acres)	Public Works	[redacted]
Maintenance Yard / Storage Mulch, Brick Paver, Topsoil Storage Truck Wash	Public Works	[redacted]
Stepping Stone School (vacated)	Private	[redacted]
Archery Range (vacated) Target Range: (____ targets) Wilderness Range (____ targets)	Suncoast Archery Club	[redacted]
Nursery Administration Building Shrub Nursery Tree Nursery Forestry Building	Leisure Services	[redacted]
Fire Training Facility Group Picnic Shelter Fire Training Tower Meeting Building	Fire Department	[redacted]
Fire Station No. 8 Fire House Building Parking: Paved ____ spaces Unpaved ____ spaces	Fire Department	[redacted]
Undesignated Open Space and Preserve Areas		[redacted]
LAKE MAGGIORE PARK AREA SUBTOTAL		[redacted]
Lake Maggiore		[redacted]
LAKE MAGGIORE PARK AREA TOTAL		[redacted]



SITE DATA

LAKE MAGGIORE	379.0 AC.
LAKE ELI	5.1 AC.
ESA	28.8 AC.
PIONEER SETTLEMENT	20.4 AC.
OPEN SPACE	73.0 AC.
NORTH BRUSH SITE	2.7 AC.
LAKEVIEW PARK	20.7 AC.
STORAGE	13.5 AC.
ARCHERY RANGE	21.2 AC.
FIRE TRAINING	3.9 AC.
POLICE K-9	1.2 AC.
NURSERY	17.9 AC.
SPORTS COMPLEX	12.9 AC.
BOYD HILL NATURE PARK	240.5 AC.
FIRE STATION	0.7 AC.
SOUTH BRUSH SITE	2.5 AC.
LAKE MAGGIORE PICNIC PARK (Includes Rod & Gun Club)	16.2 AC.
TOTAL	860.2 AC.

Wade-Trim

Engineers — Planners
Landscape Architects
Environmental Services

Projects

BOYD HILL / LAKE MAGGIORE COMPREHENSIVE MASTER PLAN

City of St. Petersburg

Consultants

Sheet Title

EXISTING SITE PLAN

Project No.

STP2001

Sheet No.

MASTER PLANS

General

The proposed master plans for Lake Maggiore Park both have the following common goals and basic concepts which must be adopted in order to implement the project :

Mission Statement

To Conserve, Protect, and Improve Lake Maggiore Park as a sustainable natural resource and Promote reasonable recreational use of the park for present and future generations.

Goal 1.0 - Reduce Fragmentation of and Uncontrolled Use of the property.

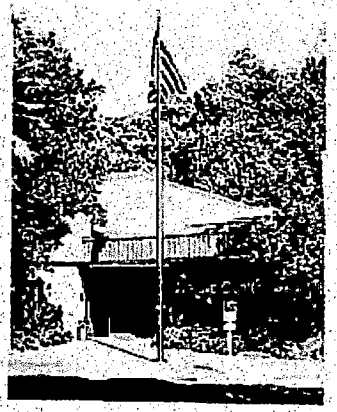
Goal 2.0 - Preserve and Enhance Environmentally Sensitive Lands.

Goal 3.0 - Improve and Enhance the Water Quality of Lake Maggiore.

Goal 4.0 - Maintain a High Level of Appropriate Recreation Use.

Goal 5.0 - Continue to Provide Property for Existing City Department Users until More Appropriate Locations can be Funded, Secured and Developed.

Goal 6.0 - Implement the Lake Maggiore Park Master Plan once Adopted.



2010 MASTER PLAN

Boyd Hill Nature Preserve - 400.9 Acres

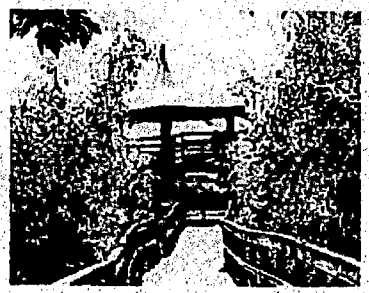
Training and Environmental Resource Complex (TERC) - acreage included in BHNP above

Environmental Studies Area (ESA) - 42.1 Acres

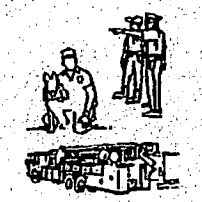
Pinellas Pioneer Settlement - 16.0 Acres

Lakeview Neighborhood Park - 22.4 Acres

Picnic Park - 15.9 Acres



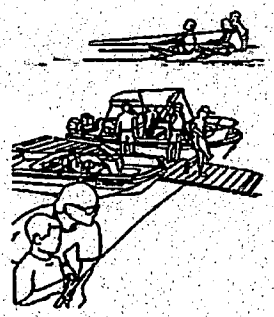
TERC



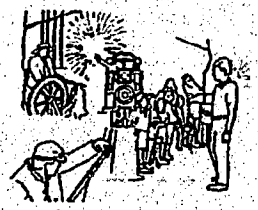
Lakeview Neighborhood Park

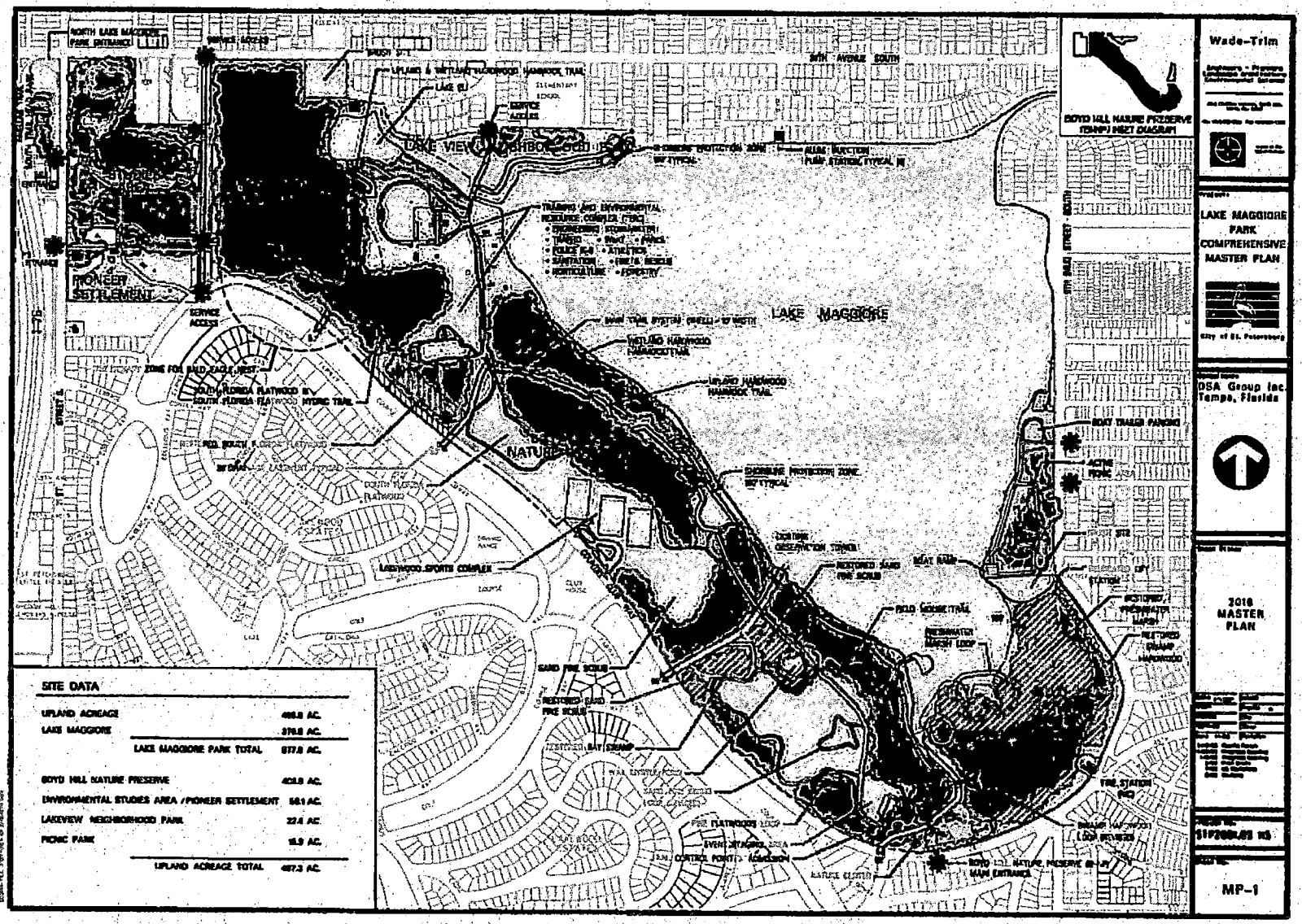
Environmental Studies Area

Picnic Park



Pinellas Pioneer Settlement




NORTH LAKE MAGGIORE PARK ENTRANCE
SERVICE ACCESS
BRUSH PIT
UPLAND & WETLAND HARDWOOD HAMMOCK TRAIL
LAKE 61
SERVICE ACCESS
LAKE VIEW NEIGHBORHOOD
SHORELINE PROTECTION ZONE 50' TYPICAL
ALUM INJECTION PUMP STATION TYPICAL (4)
TRAINING AND ENVIRONMENTAL RESOURCE COMPLEX (TERC)
• ENGINEERING • STORMWATER
• TRADES • PARKS
• POLICE K-9 • ATHLETICS
• SANITATION • FIRE & RESCUE
• HORTICULTURE • FORESTRY
PIONEER SETTLEMENT
SERVICE ACCESS
LAKE MAGGIORE
MAIN TRAIL SYSTEM (SHELL - 12' WIDTH)
WETLAND HARDWOOD HAMMOCK TRAIL
ZONE FOR BALD EAGLE NEST
SOUTH FLORIDA FLATWOOD BY SOUTH FLORIDA FLATWOOD HIKING TRAIL
UPLAND HARDWOOD HAMMOCK TRAIL
NATURE
SHORELINE PROTECTION ZONE 50' TYPICAL
LAKEWOOD SPORTS COMPLEX
CONTINUE OBSERVATION TOWER
RESTORED SAND PINE SCRUB
BOAT RAMP
FIELD SCIENCE TRAIL
RESTORED STORMWATER MARSH
RESTORED STORMWATER MARSH
RESTORED SWAMP HARDWOOD
BOAT TRAILER PARKING
ACTIVE PICNIC AREA
PICNIC SITE
FIRE STATION (NC)
SAND PINE SCRUB
RESTORED SAND PINE SCRUB
RESTORED BAY SWAMP
PINE FLATWOODS LOOP
EVENT STAGING AREA
MAIN CONTROL POINT - ADMISSION
NATURE CENTER
BOYD HILL NATURE PRESERVE MAIN ENTRANCE
SWAMP HARDWOOD LOOP (RESTORED)
BOYD HILL NATURE PRESERVE (BHNP) NEXT DIAGRAM
SITE DATA
UPLAND ACREAGE 466.8 AC.
LAKE MAGGIORE 370.8 AC.
LAKE MAGGIORE PARK TOTAL 837.6 AC.
BOYD HILL NATURE PRESERVE 403.8 AC.
ENVIRONMENTAL STUDIES AREA / PIONEER SETTLEMENT 56.1 AC.
LAKEVIEW NEIGHBORHOOD PARK 22.4 AC.
PICNIC PARK 16.9 AC.
UPLAND ACREAGE TOTAL 487.3 AC.
Wade-Trim
LAKE MAGGIORE PARK COMPREHENSIVE MASTER PLAN
City of St. Petersburg
DSA Group Inc. Tampa, Florida
2018 MASTER PLAN
MP-1

2050 MASTER PLAN

Environmental Studies Area

Boyd Hill Nature Preserve - 400.9 Acres

Environmental Studies Area (ESA) - 42.1 Acres

Pinellas Pioneer Settlement - 16.0 Acres

Lakeview Neighborhood Park - 22.4 Acres

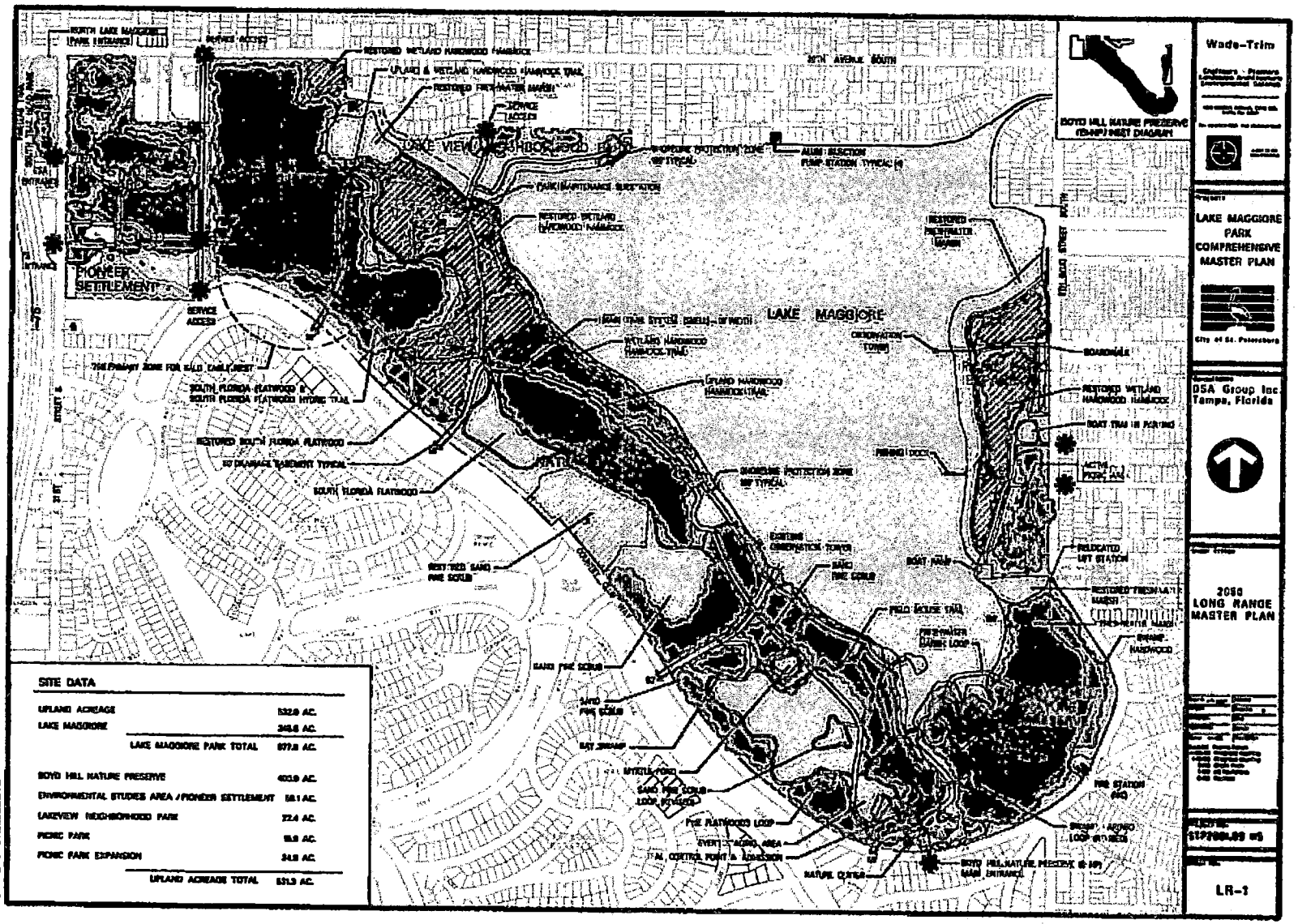
Picnic Park - 15.9 Acres

Pinic Park Expansion - 34.0 Acres

Pinellas Pioneer Settlement

Lakeview Neighborhood Park

Picnic Park


NORTH LAKE MAGGIORE PARK ENTRANCE
SERVICE ACCESS
RESTORED WETLAND HARDWOOD HAMMOCK
UPLAND & WETLAND HARDWOOD HAMMOCK TRAIL
RESTORED FRESHWATER MARSH
SERVICE ACCESS
LAKE VIEW NEIGHBORHOOD PARK
WILDLIFE PROTECTION ZONE 100' TYPICAL
ALUM INJECTION PUMP STATION TYPICAL (4)
PARK MAINTENANCE SUBSTATION
RESTORED WETLAND HARDWOOD HAMMOCK
RESTORED FRESHWATER MARSH
PIONEER SETTLEMENT
SERVICE ACCESS
LAKE MAGGIORE
WETLAND HARDWOOD HAMMOCK TRAIL
OBSERVATION TOWER
BOARDWALK
UPLAND HARDWOOD HAMMOCK TRAIL
RESTORED WETLAND HARDWOOD HAMMOCK
SOUTH FLORIDA FLATWOOD & SOUTH FLORIDA FLATWOOD HYDRO TRAIL
BOAT TRAIL IN PARKING
RESTORED SOUTH FLORIDA FLATWOOD
60' DRAINAGE EASEMENT TYPICAL
SOUTH FLORIDA FLATWOOD
WILDLIFE PROTECTION ZONE 100' TYPICAL
FISHING DOCK
ACTIVE PICNIC AREA
EXISTING OBSERVATION TOWER
SAND PINE SCRUB
BOAT RAMP
RELOCATED LIFT STATION
RESTORED FRESHWATER MARSH
RESTORED SAND PINE SCRUB
FIELD HOUSE TRAIL
FRESHWATER MARSH LOOP
SWAMP HARDWOOD
SAND PINE SCRUB
SAND PINE SCRUB
BAT SWAMP
MYRTLE POND
SAND PINE SCRUB LOOP (2 MILES)
FIRE STATION (4)
PINE FLATWOOD LOOP
SWAMP - MIXED LOOP (2 MILES)
EVENT - MIXED AREA
TRAIL CENTER POINT & ADMISSION
NATURE CENTER
BOYD HILL NATURE PRESERVE (B-NP) MAIN ENTRANCE
BOYD HILL NATURE PRESERVE (B-NP) WEST DIAGRAM
SITE DATA
UPLAND ACREAGE 532.0 AC.
LAKE MAGGIORE 345.6 AC.
LAKE MAGGIORE PARK TOTAL 877.6 AC.
BOYD HILL NATURE PRESERVE 403.9 AC.
ENVIRONMENTAL STUDIES AREA / PIONEER SETTLEMENT 58.1 AC.
LAKEVIEW NEIGHBORHOOD PARK 72.4 AC.
PICNIC PARK 18.8 AC.
PICNIC PARK EXPANSION 24.8 AC.
UPLAND ACREAGE TOTAL 531.3 AC.
Wade-Trim
LAKE MAGGIORE PARK COMPREHENSIVE MASTER PLAN
City of St. Petersburg
DSA Group Inc. Tampa, Florida
2000 LONG RANGE MASTER PLAN
LR-1

PRESERVATION ISSUES

Preservation Area Designation

Lake Maggiore Park contains land that is designated by the City of St. Petersburg Comprehensive Plan Conservation Element as "Preservation Area". The 1977 Land Use Plan designates 1621 acres of land Citywide as preservation due to environmental significance. The preservation designations were developed using a point system that assigned values to vegetation communities, water table levels, and 100-year flood plain properties. An environmentally sensitive area with 4 or more points with at least one point from vegetation type is designated as preservation area.

The procedures for development or altering of preservation areas are outlined in City Code Section 64.09. Applications for development involving a preservation area are reviewed by the planning department and must include:

1. Calculation of Encroachment.
2. A tree survey.
3. Protection of remaining vegetation.
4. Removal of nuisance and exotic plant species.
5. A mitigation plan per FDEP standards.

Eagle

It is the objective of the City of St. Petersburg to conserve and protect designated Preservation Areas to the maximum extent possible in their natural condition. City policy states that City owned Preservation Areas shall be enhanced through implementation of the Environmental Enhancement / Urban Foresty Program.

The preservation area boundary in Lake Maggiore Park should be expanded to include all environmentally sensitive areas including those with protected species and jurisdictional wetland areas. Both existing and proposed preservation area boundaries are shown on following maps.

Orchid

Nuisance / Exotic Species Removal

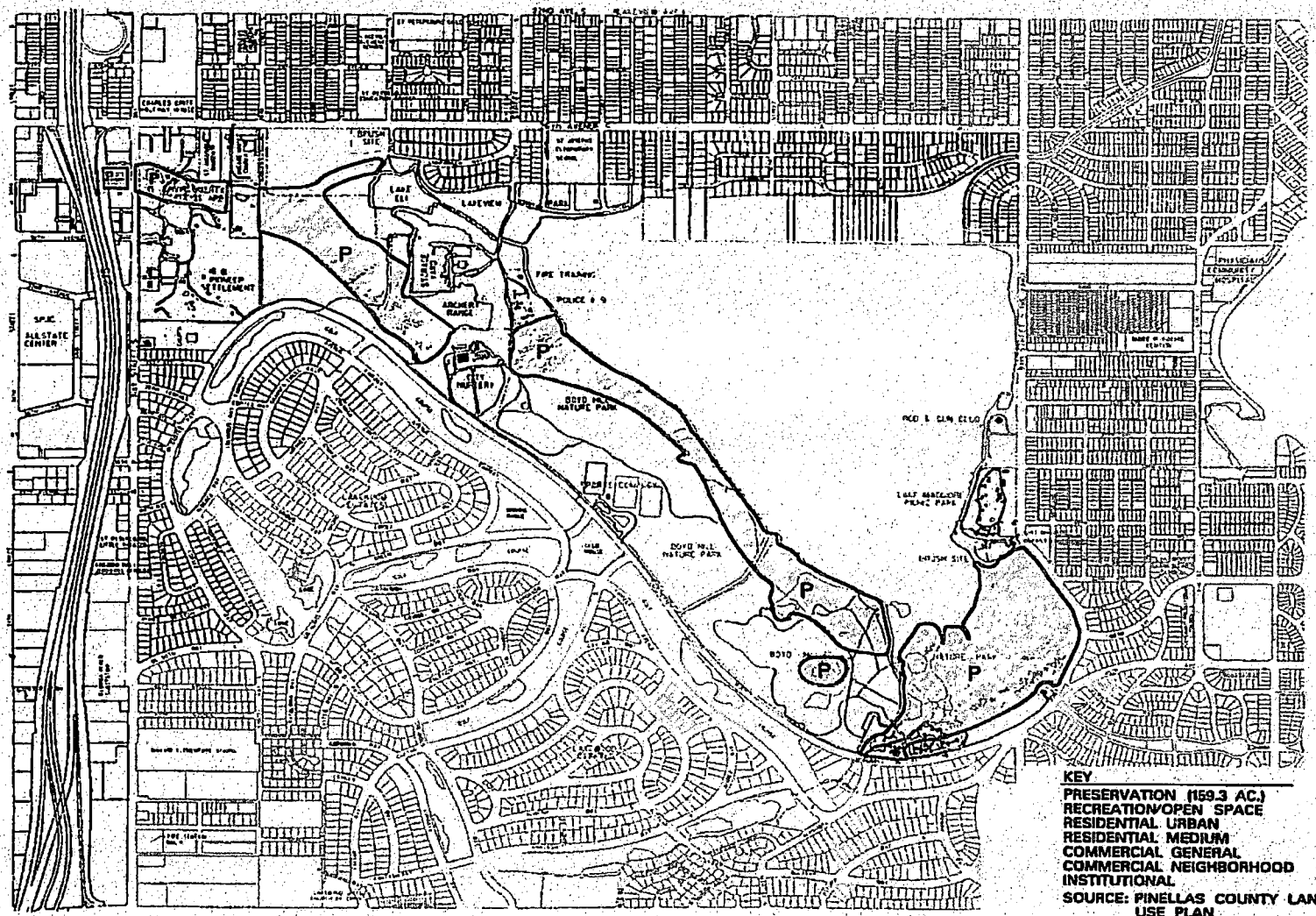
Nuisance species are those plant and animal species, regardless of their origin (indigenous and/or non-indigenous), that negatively impact the diversity and function of natural floral and faunal communities. Non-indigenous species are those plant or animal species that are found beyond their natural geographical ranges.

Presently there are over forty nuisance / non-indigenous (N/NI) plant and animal species reported on the Lake Maggiore Park property. Several ornamental species have not been included in this figure. The actual total is well over fifty species. The single greatest exotic plant species threat to the health of Lake Maggiore Park's ecological communities is Brazilian Pepper (*Schinus terebinthifolius*).

Listed Species Preservation

Listed species are defined as species that have their continued survival as biological entities in peril, because of one or several reasons. The level of concern for a species is expressed as a category that ranges from Endangered to Species of Special Concern to Commercially Exploited. Lake Maggiore Park has 41 Listed Species of plants and animals.

Alligator



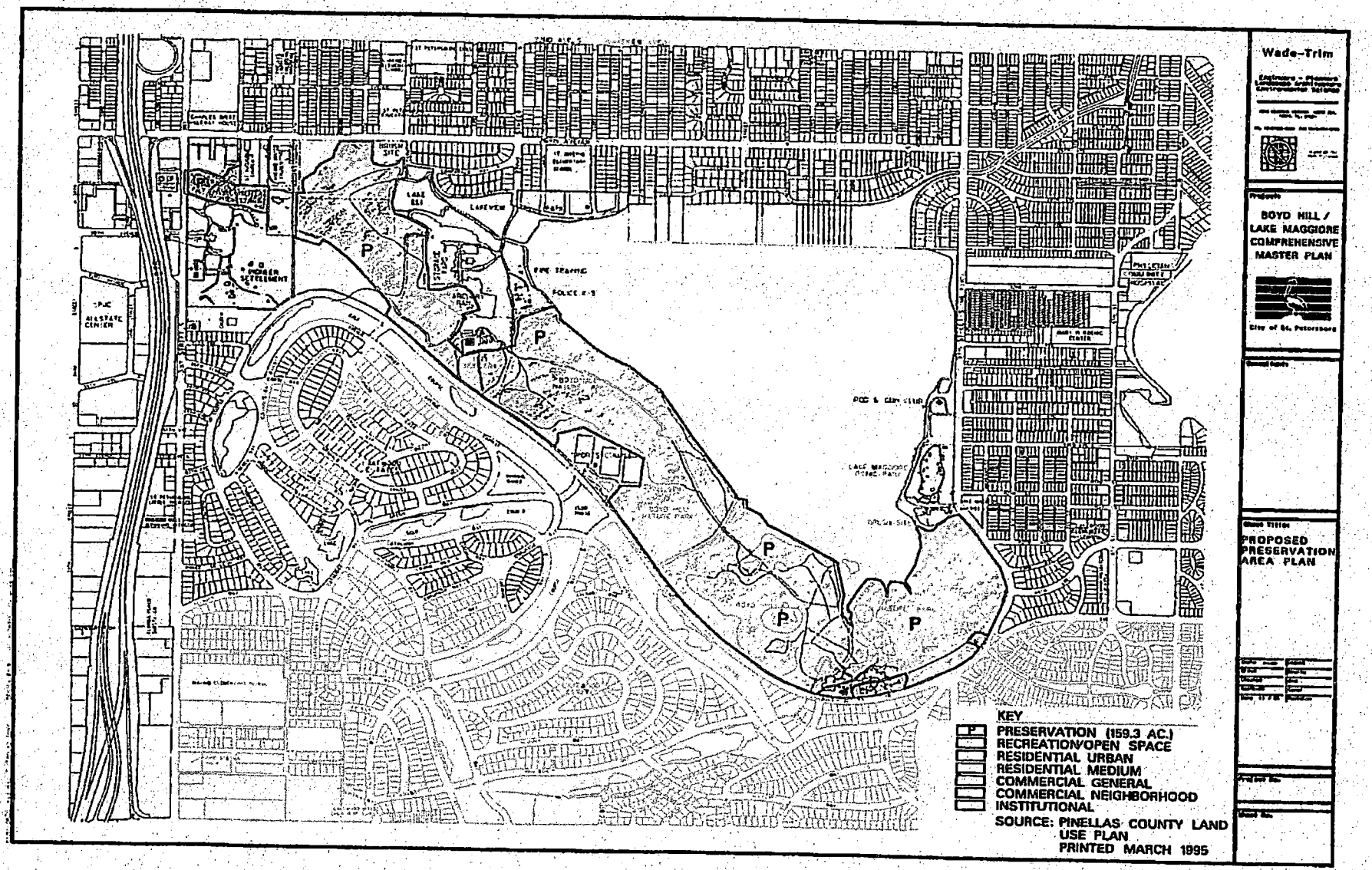
KEY
PRESERVATION (159.3 AC.)
RECREATION/OPEN SPACE
RESIDENTIAL URBAN
RESIDENTIAL MEDIUM
COMMERCIAL GENERAL
COMMERCIAL NEIGHBORHOOD
INSTITUTIONAL
SOURCE: PINELLAS COUNTY LAND USE PLAN
PRINTED MARCH 1995

Wade-Trim

BOYD HILL / LAKE MAGGIORE COMPREHENSIVE MASTER PLAN

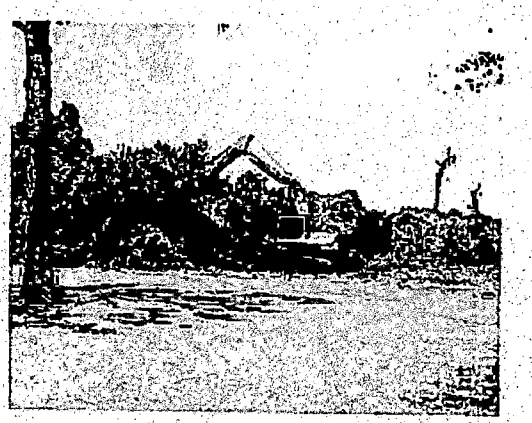
City of St. Petersburg

EXISTING PRESERVATION AREA PLAN


Wade-Trim
BOYD HILL / LAKE MAGGIORE COMPREHENSIVE MASTER PLAN
City of St. Petersburg
PROPOSED PRESERVATION AREA PLAN
KEY
PRESERVATION (159.3 AC.)
RECREATION/OPEN SPACE
RESIDENTIAL URBAN
RESIDENTIAL MEDIUM
COMMERCIAL GENERAL
COMMERCIAL NEIGHBORHOOD
INSTITUTIONAL
SOURCE: PINELLAS COUNTY LAND USE PLAN
PRINTED MARCH 1995
P
LAKE ELI
LAKEVIEW
PIONEER SETTLEMENT
ALLSTATE CENTER
FIRE TRAINING
POLICE K-9
LAKE MAGGIORE HOME PLATE
BALL & GAME FIELDS

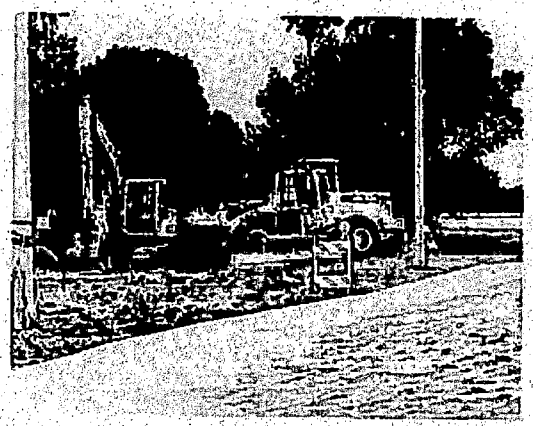
LAND MANAGEMENT ISSUES

- Remove invasive exotic plant species.
- Restore, enhance and reconstruct indigenous ecological communities.
- Maintain the health of communities with an annual prescribed burn program.
- Maintain the health of communities with an annual exotic removal program.
- Implement Integrated Ecosystem Management (EM) programs which include research, monitoring, information management, training, program evaluation, ecosystem education, community outreach, regulatory, enforcement, acquisition, and land management programs.



PROJECTED COST SUMMARY FOR MASTER PLAN IMPLEMENTATION

	2010 Plan	Funding
Master Plan Implementation	$3,093,000.00	FY 01/02/04
BHNP Nature Center	$555,000.00	FY 01
Enviromental Studies Area	$467,000.00	Current
Training and Enviromental Resource Complex (TERC)	$250,000.00	Current
Lakeview Neighborhood Park	$678,000.00	FY 01/02
Project Total	$5,043,000	



DETAILED COST ESTIMATE

LAKE MAGGIORE MASTER PLAN

ORDER OF MAGNITUDE ESTIMATE
STP2001-113

DRAFT

WADE TRIM
ENGINEERS
May-00

A Boyd Hill Nature Preserve

Item no.	Description	Unit	Unit Cost	Quantity	Total Cost	2010 Plan	2030 Plan
1	Asphalt Trail Removal - 8' width average	LF	$3.50	10,020	$35,070.00	$35,070.00	
2	Shell Trail Replacement - 8' width average	LF	$3.50	10,020	$35,110.00	$35,110.00	
3	New Shell Trail Construction - 8' width average	LF	$3.50	12000	$42,000.00		$42,000.00
4	Boardwalk rebuild / replace	LF	$200.00	3500	$700,000.00	$700,000.00	
5	Interpretive Displays	EA	$15,000.00	10	$150,000.00	$150,000.00	
6	Storage Facilities	EA	$70,000.00	1	$70,000.00	$70,000.00	
7	Bird Aviary	EA	$130,000.00	1	$130,000.00	$130,000.00	
8	Park Lighting with Service	EA	$800.00	25	$20,000.00	$20,000.00	
9	Vehicle Maintenance and Storage	EA	$30,000.00	1	$30,000.00	$30,000.00	
10	Exotic Species Removal - Heavy Infestation	AC	$1,500.00	88.5	$132,750.00	$132,750.00	
11	Exotic Species Removal - Moderate **	AC	$1,200.00	127	$152,400.00	$152,400.00	
12	Exotic Species Removal - Low Infestation	AC	$1,000.00	110	$110,000.00		$110,000.00
13	Sand Pine Scrub Restoration	AC	$5,500.00	20.5	$112,750.00		$112,750.00
14	Upland Hardwood Hammock Restoration	AC	$2,156.00	0	$0.00		$0.00
15	South Florida Flatwoods Restoration	AC	$8,000.00	18	$40,000.00	$40,000.00	
16	Wetland Hardwood Hammock Restoration	AC	$2,660.00	36.8	$94,088.00	$94,088.00	
17	Swamp Hardwood Hammock Restoration	AC	$1,528.00	10	$15,500.00		$15,500.00
18	Freshwater Marsh Restoration	AC	$5,000.00	30.3	$151,500.00	$151,500.00	
19	Bay Swamp Restoration	AC	$1,550.00	4	$6,200.00		$6,200.00
20	Educational Signage - Remote Trails	EA	$100.00	50	$5,000.00	$5,000.00	
21	Educational Signage - Boardwalks	EA	$100.00	50	$5,000.00	$5,000.00	
22	Entrance Signage	EA	$500.00	8	$4,000.00	$4,000.00	
23	Asphalt Resurfacing - parking lot	SY	$3.00	8375	$31,250.00	$31,250.00	
24	Park Maintenance Sub Station	EA	$70,000.00	1	$70,000.00		$70,000.00
25	Observation Tower	EA	$100,000.00	2	$200,000.00	$100,000.00	$100,000.00
26	Boardwalk - new	LF	$200.00	3500	$700,000.00		$700,000.00
27	Elevated Boardwalk	LF	$400.00	600	$240,000.00	$120,000.00	$120,000.00
28	Benches - recycled	EA	$250.00	50	$12,500.00		$12,500.00
29	Water Fountains - service line not included	EA	$1,500.00	10	$15,000.00		$15,000.00
30	Litter Receptacles	EA	$450.00	20	$9,000.00	$9,000.00	
31	Chain Link Fencing	LF	$12.00	2800	$33,600.00	$33,600.00	
32	Bridges - 50' span	EA	$11,500.00	10	$115,000.00		$115,000.00
33	BHNP Management Plan	LS	$0.00	0	$0.00	$0.00	
34	BHNP Master Plan	LS	$0.00	0	$0.00	$0.00	
35	Land Acquisition North Brush Site	AC	$0.00	3.1	$0.00	$0.00	
36	Land Acquisition Fall Brush Site	AC	$0.00	2.5	$0.00	$0.00	
37	Land Acquisition Sports Complex	AC	$0.00	13.7	$0.00	$0.00	
38	Land Acquisition TERC	AC	$0.00	41	$0.00	$0.00	
39	Land Acquisition Plan & Implementation Cost	LS	$0.00	0	$0.00	$0.00	
40	Marketing/Public Outreach Plan	LS	$5,000.00	1	$5,000.00	$5,000.00	
A	Boyd Hill Nature Preserve Total				$3,577,825.00	$2,114,575.00	$1,462,250.00

B ESA / Pioneer Settlement

Item no.	Description	Unit	Unit Cost	Quantity	Total Cost	2010 Plan	2030 Plan
1	Master Plan Improvements - to be determ.	EA	$0.00	1	$0.00	$0.00	$0.00
2	Multi - Purpose Building / Classrooms	LS	$0.00	1	$0.00	$0.00	
3	Conference Center	LS	$0.00	1	$0.00		$0.00
4	Fire Hydrants	EA	$40,000.00	1	$40,000.00	$40,000.00	
5	Cabin Re-Design and Replacement	EA	$10,000.00	7	$70,000.00	$70,000.00	
6	Fencing	LF	$12.00	2800	$33,600.00	$33,600.00	
7	Renovating Outdoor Classrooms		$20,000.00	1	$20,000.00	$20,000.00	
8	Storage Facilities	EA	$70,000.00	1	$70,000.00	$70,000.00	
9	Lighting	EA	$500.00	30	$15,000.00	$15,000.00	
10	Electrical Upgrade	EA	$20,000.00	1	$20,000.00	$20,000.00	
11	Exotic Species Removal - Heavy Infestation	AC	$1,500.00	6	$9,000.00		$9,000.00
12	Exotic Species Removal - Moderate **	AC	$1,200.00	10	$12,000.00	$12,000.00	
13	Upland Hardwood Hammock Restoration	AC	$2,150.00	10	$21,500.00	$0.00	$21,500.00
14	Wetland Hardwood Hammock Restoration	AC	$2,550.00	5	$12,750.00	$0.00	$12,750.00
15	South Florida Flatwoods Restoration	AC	$5,000.00	6	$30,000.00	$0.00	$30,000.00
16	Trail Head Park Improvements - To be det.	LS	$0.00	1	$0.00	$0.00	
17	Land Acquisition Trail Head Park	AC	$0.00	5.19	$0.00	$0.00	
B	ESA / Pioneer Settlement Total				$383,850.00	$280,000.00	$73,250.00

C Lakeview Neighborhood Park

Item no.	Description	Unit	Unit Cost	Quantity	Total Cost	2010 Plan	2030 Plan
1	Undeveloped Improvements	EA	$0.00	0	$0.00	$0.00	$0.00
2		EA	$0.00	0	$0.00	$0.00	$0.00
C	Lakeview Neighborhood Park Total			C	$0.00	$0.00	$0.00

D Picnic Park

Item no.	Description	Unit	Unit Cost	Quantity	Total Cost	2010 Plan	2030 Plan
1	Boat Ramp	EA	$150,000.00	1	$150,000.00		$150,000.00
2	Boat Trailer Parking	LS	$50,000.00	1	$50,000.00		$50,000.00
3	Signage	EA	$250.00	15	$3,750.00	$3,750.00	
4	Lighting	EA	$500.00	20	$10,000.00	$10,000.00	
5	Landscape Re-Design and Renovation	AC	$5,000.00	9	$45,000.00	$45,000.00	
6	Fitness Equipment	EA	$10,000.00	1	$10,000.00	$10,000.00	
7	Water Fountains- service line not included	EA	$1,500.00	5	$7,500.00	$7,500.00	
8	Road and Curbing Renovations	EA	$15,000.00	1	$15,000.00	$15,000.00	
9	Site Improvements	EA	$0.00	0	$0.00	$0.00	$0.00
D	Picnic Park Total			D	$291,250.00	$91,250.00	$200,000.00

LAKE MAGGIORE PARK
COST ESTIMATE SUMMARY

A	Boyd Hill Nature Preserve Total	$3,577,825.00	$2,114,575.00	$1,462,250.00
B	ESA / Pioneer Settlement Total	$383,850.00	$280,000.00	$73,250.00
C	Lakeview Neighborhood Park Total	$0.00	$0.00	$0.00
D	Picnic Park Total	$291,250.00	$91,250.00	$200,000.00
	PROJECT TOTAL	$4,222,925.00	$2,486,725.00	$1,736,200.00

Notes: Mobilization costs of approximately 3% per project are not included
Bonds and Insurance costs of approximately 2% per project are not included.
Overhead and profit costs of approximately 10% are not included.

Notes: BHNP Operations Items
annual invasive species maintenance 20K
annual prescribed burns 10K
annual cattail removal - 18.2 AC 20K

RECOMMENDATIONS

"Natural Resources for the New Millennium"

Mission Statement

To Conserve, Protect, and Improve Lake Maggiore Park as a sustainable natural resource and Promote reasonable recreational use of the park for present and future generations.

GOALS

Goal 1.0 - Reduce Fragmentation of and Uncontrolled Use of the property.

Action 1.1 - Adopt the name and the vision of Lake Maggiore Park for all of the property owned by the City (497 Acres) at this location. Under this scenario each sub use would be considered as "the ESA at Lake Maggiore Park" for example.

Action 1.2 - Implement the appropriate site plan review measures already in place for future development of the property ie: Leisure Services to make application for improvements, EDC review of "Park Land" uses, etc.

Action 1.3 - Adopt the Lake Maggiore Park Master Plan and consider the conditions of this plan when reviewing and considering park improvements.

Goal 2.0 - Preserve and Enhance Environmentally Sensitive Lands.

Action 2.1 - Rename Boyd Hill Nature Park as Boyd Hill Nature Preserve (BHNP) at Lake Maggior Park.

Action 2.2 - Place all jurisdictional wetlands, environmentally sensitive lands and lands that are jurisdictional due to the presence of listed and protected species under the limits of BHNP.

Goal 3.0 - Improve and Enhance the Water Quality of Lake Maggiore.

Action 3.1 - Create a 100 foot wide "Shoreline Protection Zone" around Lake Maggiore. This zone is to be restored with appropriate wetland plant species.

Goal 4.0 - Maintain a High Level of Appropriate Recreation Use.

Action 4.1 - Allow periodic controlled public access through the "Shoreline Protection Zone" around Lake Maggiore for recreation use.

Goal 5.0 - Continue to Provide Property for Existing City Department Users until More Appropriate Locations can be Funded, Secured and Developed.

Goal 6.0 - Implement the Lake Maggiore Park Master Plan once Adopted.

Action 6.1 - Schedule, prioritize, and fund desired Master Plan improvements

Action 6.2 - Implement a Land Acquisition Program. Include new properties and right of way vacations

Action 6.3 - Prepare Preservation Area Expansion and Comprehensive Plan Updates

Action 6.4 - Develop a comprehensive Land Management Plan with Ecosystem Management Strategies

Action 6.5 - Prepare a Boyd Hill Nature Preserve (BHNP) Detailed Master Plan

Action 6.6 - Prepare an Environmental Studies Area (ESA) Detailed Master Plan

Action 6.7 - Proceed with the Picnic Park Expansion / Mitigation Site Improvements

Action 6.8 - Proceed with the Lakeview Neighborhood Park Site Improvements

Action 6.9 - Proceed with the Picnic Park Boat Ramp and Site Improvements

Implementation Tasks

The implementation of the Lake Maggiore Master Plan will be accomplished over a period of many years.

The more tangible components of the plan will be achieved in the next ten years as shown on the official 2010 Master Plan. The ultimate realization of the park goals is represented by the 2050 Long-Range Master Plan.

- Adopt the Lake Maggiore Park Master Plan
- Schedule, prioritize, and fund desired Master Plan improvements
- Implement A Land Acquisition Program
  Include new properties and right of way vacations
- Prepare Preservation Area Expansion and Comprehensive Plan Updates
- Develop a Land Management Plan with Ecosystem Management Strategies
- Create a Boyd Hill Nature Preserve Detailed Master Plan
- Create an Environmental Studies Area Detailed Master Plan
- Proceed with the Picnic Park Expansion Site Improvements
- Proceed with the Lakeview Neighborhood Park Site Improvements
- Proceed with the Picnic Park Boat Ramp and Site Improvements

This instrument prepared by:
Amy McGarr, SR/WA
City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, FL 33731

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this _____ day of _____, 20 __, by the City of Saint Petersburg, *Florida*, a municipal corporation existing under the laws of the State of Florida, whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

B. The FDEP Facility Identification Number for the Property is FDEP Site #COM_65233. The facility name at the time of this Declaration is the Former St. Petersburg City Nursery.

C. The discharge of arsenic on the Property is documented in the following reports that are incorporated by reference:

1. *Site Assessment Report dated May 2009, submitted by HSA Engineers & Scientists;*
2. *Site Assessment Report Addendum dated May 2010, submitted by HSA Engineers & Scientists;*
3. *Response to Comments/Site Assessment Report Addendum dated December 15, 2010, submitted by HSA Engineers & Scientists;*
4. *Response to Comments/Site Assessment Report Addendum dated July 14, 2011, submitted by HSA Engineers & Scientists;*
5. *Natural Attenuation Monitoring Report, Year 1 Quarter 1, dated April 26, 2012, submitted by HSA Engineers & Scientists;*
6. *Natural Attenuation Monitoring Report, Year 1 Quarter 2, dated August 13, 2012, submitted by HSA Engineers & Scientists;*
7. *Natural Attenuation Monitoring Report, Year 1 Quarter 3, dated December 14, 2012, submitted by HSA Engineers & Scientists;*
8. *Annual Natural Attenuation Monitoring Report (Year 1 Quarter 4), dated March 15, 2013, submitted by HSA Engineers & Scientists.*

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater plume is stable, overall concentrations have been decreasing and there is minimal probability for plume migration.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of arsenic increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Site #COM_65233 can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Property the following restrictions:

a. There shall be no use of the groundwater under the portion of the Property designated as "Restricted Area" as described in Exhibit "A". There shall be no drilling for water conducted on the Restricted Area, nor shall any wells be installed on the Restricted Area other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

b. For any dewatering activities on the Restricted Area, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

c. There shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Area without prior written approval from FDEP's DWRM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Area at reasonable times and with reasonable notice to the GRANTOR. Access to the Property is granted by an adjacent public right of way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by

these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring of the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent modifications must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or a joinder and consent, or subordination of such interests, as applicable, is attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name and its corporate seal to be affixed hereunto by its proper officials duly authorized on the date first written above.

WITNESS TO GRANTOR:

_____

Witness Signature

_____

Print

_____

Witness Signature

_____

Print

GRANTOR: CITY OF ST. PETERSBURG, FLORIDA

By:_____

Rick Kriseman

As Its: Mayor

ATTEST:

By:_____

Chandrahasa Srinivasa, City Clerk

(Affix Seal)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this_ day of _____ _____, A.D. 2014, by Rick Kriseman and Chandrahasa Srinivasa, as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida (Notary Seal)

_____

Notary Signature

APPROVED AS TO CONTENT:

_____

City Attorney (Designee)

By:_____

APPROVED AS TO FORM:

_____

City Attorney (Designee)

By:_____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Name: _____
Title: _____
Division of Waste Management
Bureau of Waste Cleanup
Southwest District
13051 N. Telecom Parkway
Temple Terrace, Florida 33637

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION ENCOMPASSING RESTRICTED AREA

IN RIGHT-OF-WAY OF COUNTRY CLUB WAY S.

Commencing at a found Concrete Monument being the Point of Beginning for the plat of LAKEWOOD COUNTRY CLUB REPLAT, as recorded in Plat Book 115, Page 87 of the Public Records of Pinellas County, Florida, said point being on the corner of Country Club Way S. and Alcazar Way S.

Thence N53°45'44"E, 122.00 feet to a point on the North Right-of-way of Said Country Club Way S.

Thence on a curve to the left, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 8151.02 feet, an Arc Length of 813.36 feet, a Chord Length of 813.04 feet and a Chord Bearing of N39°05'48"W

Thence on a curve to the left, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 3613.08 feet, an Arc Length of 963.09 feet, a Chord Length of 960.26 feet and a Chord Bearing of N49°34'30"W, to a point of Reverse curve

Thence on a curve to the right, coincident with the said North Right-of-way line of said Country Club Way S., having a Radius of 6426.36 feet, an Arc Length of 510.42 feet, a Chord Length of 510.30 feet and a Chord Bearing of N54°58'47"W to the POINT OF BEGINNING;

Thence the following Courses and Distances:

S71°08'52"W, 51.01 feet, to a Monitor Well;

S74°20'10"W, 103.99 feet to a Monitor Well;

N60°40'48"W, 104.00 feet, to a Monitor Well;

N04°55'50"W, 95.34 feet to the said North Right-of-way line of said Country Club Way S.

Thence on a curve to the left, having a radius of 6426.36 feet, an Arc Length of 283.50 feet, a chord length of 283.48 feet, and a Chord Bearing of S51°24'49"E, coincident with the said North Right-of-way of Said Country Club Way S. to the POINT OF BEGINNING.

The parcel described falls entirely within the Right-of-way of Said Country Club Way S.

Containing 0.40 acres of land, more or less.

SHEET 1 OF 2, NEITHER SHEET VALID UNLESS ACCOMPANIED BY THE OTHER

THIS IS NOT A SURVEY, SKETCH WAS PREPARED TO ACCOMPANY THE LEGAL DESCRIPTION

CERTIFIED TO : CITY OF ST. PETERSBURG

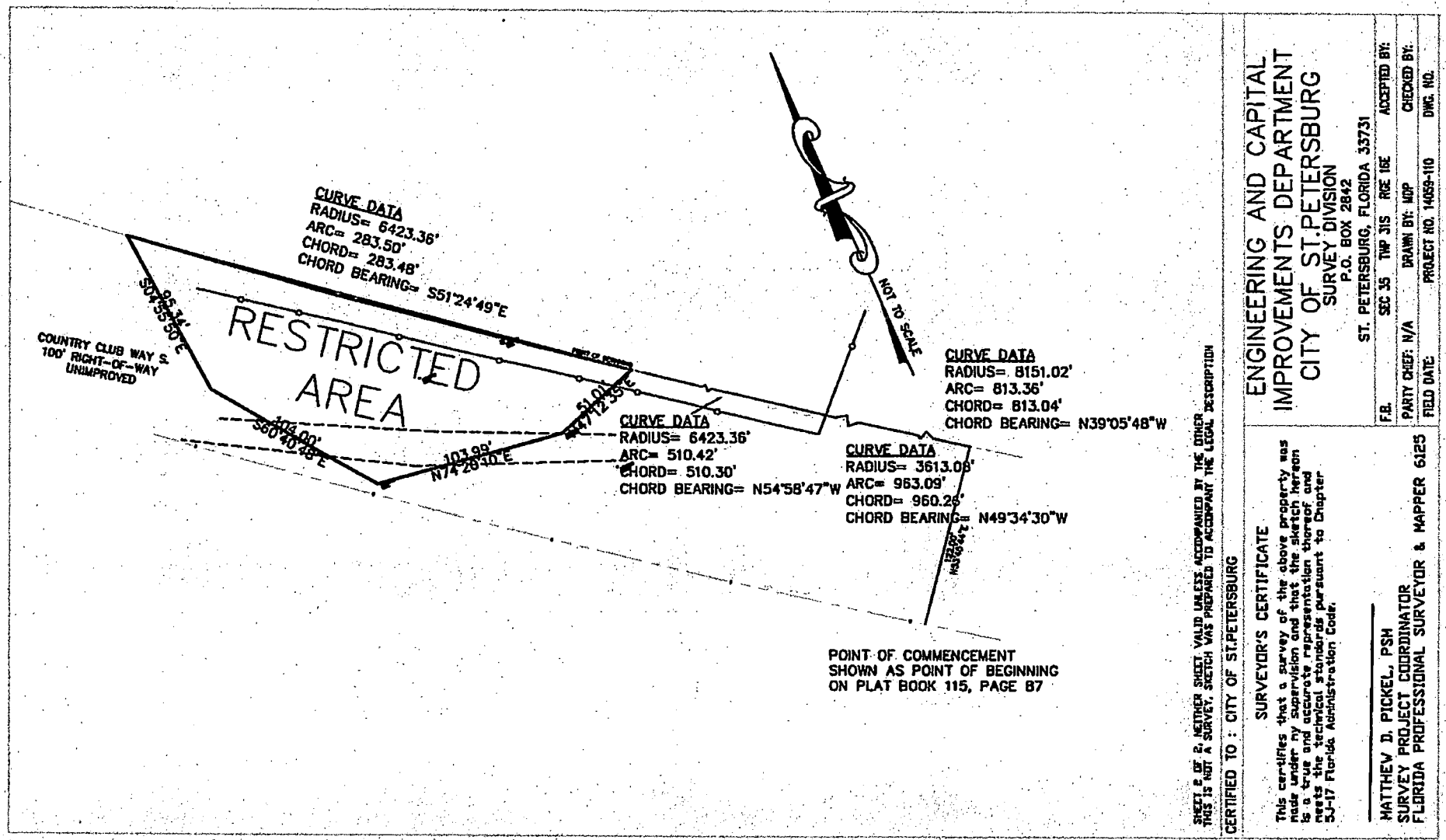
SURVEYOR'S CERTIFICATE

This certifies that a survey of the above property was made under my supervision and that the sketch hereon is a true and accurate representation thereof and meets the technical standards pursuant to Chapter 5J-17 Florida Administration Code.

MATTHEW D. PICKEL, PSM
SURVEY PROJECT COORDINATOR
FLORIDA PROFESSIONAL SURVEYOR & MAPPER 6125

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST.PETERSBURG
SURVEY DIVISION
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731

F.B. N/A	SEC 35	TWP 31S	RGE 16E	ACCEPTED BY:
PARTY CHIEF: N/A		DRAWN BY: MDP	CHECKED BY:
FIELD DATE:		PROJECT NO. 14059-110	DWG. NO.



SHEET 2 OF 2. NEITHER SHEET VALID UNLESS ACCOMPANIED BY THE OTHER
THIS IS NOT A SURVEY. SKETCH WAS PREPARED TO ACCOMPANY THE LEGAL DESCRIPTION

CERTIFIED TO : CITY OF ST.PETERSBURG

SURVEYOR'S CERTIFICATE

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CITY OF ST.PETERSBURG
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ST. PETERSBURG, FLORIDA 33731

F.B.	SEC 35 TWP 31S RGE 16E	ACCEPTED BY:	
PARTY CHIEF: N/A	DRAWN BY: MDP	CHECKED BY:	
FIELD DATE:	PROJECT NO. 14059-110	DWG. NO.	

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 18, 2014

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

SUBJECT: A resolution approving the 2014 Fire Protection Services Agreement for the Gandy Fire Control District; authorizing the Mayor or his designee to execute the 2014 Fire Protection Services Agreement for the Gandy Fire Control District; and providing for an effective date.

EXPLANATION: The 2014 Fire Protection Services Agreement between the City of St. Petersburg and Pinellas County is for the provision of fire protection and suppression services for the Gandy Fire Control District. The new agreement is for three (3) years and allows for a two (2) year extension

The previous agreement, dated October 2, 2000, was for a ten-year term beginning October 1, 1999 and ending September 30, 2009. That agreement has been extended five times since September 30, 2009, with the last extension due to expire on September 30, 2014.

RECOMMENDATION: Administration recommends the adoption of the 2014 Fire Protection Services Agreement for the Gandy Fire Control District; authorizing the Mayor or his designee to execute the 2014 Fire Protection Services Agreement for the Gandy Fire Control District; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the FY 2015 proposed budget.

ATTACHMENTS: 2014 Fire Protection Services Agreement
Resolution

APPROVALS:

Administration: _____ Budget: _____

Legal:

Resolution No. 2014 - _____

A RESOLUTION APPROVING THE 2014 FIRE PROTECTION SERVICES AGREEMENT FOR THE GANDY FIRE CONTROL DISTRICT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2014 FIRE PROTECTION SERVICES AGREEMENT FOR THE GANDY FIRE CONTROL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City) and the Pinellas County Fire Protection Authority ("PCFPA") entered an agreement for the provision of fire protection and suppression services to the Gandy Fire Control District on October 2, 2000, for a ten-year term beginning October 1, 1999 and ending September 30, 2009, and

WHEREAS, since September 30, 2009, City Council has authorized five one-year extensions of the agreement, with the last extension due to expire on September 30, 2014; and

WHEREAS, the City and Pinellas County have negotiated a new 2014 Fire Protection Services Agreement for fiscal years 2014/2015, 2015/2016 and 2016/2017 that will expire on September 30, 2017, and allows for a two (2) year extension; and

WHEREAS, the Administration recommends that the 2014 Fire Protection Services Agreement be executed by the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the 2014 Fire Protection Services Agreement between the City and Pinellas County is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2014 Fire Protection Services Agreement between the City and Pinellas County.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Jane Wallace Administration: James L. Jorge

2014

FIRE PROTECTION SERVICES AGREEMENT

OCTOBER 1, 2014

PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road
Largo, FL 33774

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FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this _____day of _____, 2014, between _____, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

RECITALS:

1. The Board is the governing body of the Pinellas County Fire Protection Authority created by Chapter 73-600, Laws of Florida, for the purpose of establishing and implementing a permanent plan of fire protection for the County, determine minimum service levels, establish uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout unincorporated County. Chapter 73-600, Laws of Florida, became an ordinance of Pinellas County pursuant to Section 5.02 of the Pinellas County Charter in 1980.
2. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property and firefighters' safety and welfare.
3. Pursuant to Chapter 73-600, Laws of Florida, Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter), and Chapter 62, Article II, of the Pinellas County Code (collectively, "Special Act"), the Board has divided the County into fire districts for the purposes of its regulatory powers and responsibilities, and created municipal services taxing units ("MSTUs") over the unincorporated portions of such districts for tax assessment purposes, which became operative after the approval by the electors of such districts at a properly-held referendum by electors in the unincorporated areas of the County.
4. Board is authorized to enter into agreements for Fire Protection Services, and Contractor wishes and is able to provide Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).
5. The Board will compensate Contractor for providing Fire Protection Services within the unincorporated portions of its fire district or districts (as defined in Appendix A).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. Fire Control Districts

Appendix B. Fire Protection Services Contractors

Appendix C. Supplemental Financial Information

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

SECTION 104. SCOPE OF SERVICES. The services performed under this Agreement include, but are not limited to, the following:

a. Respond with Firefighting Apparatus and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request.
b. Take command and control of the emergency scene, contain any fire and mitigate any hazards at a fire scene.
c. Investigate any fire within the Fire District to determine the cause and origin.

d. Inspect all commercial, industrial and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.

e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.

f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety and disaster preparedness.

g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards then in effect shall be dispatched without regard to fire district or jurisdictional boundaries.

h. Response times must meet the minimum standards as established in this Agreement.

i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.

j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.

k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.

l. The Contractor is responsible to insure that equipment is maintained for optimal performance.

m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for insuring the accuracy and completeness of such reports.

n. Upon notification of a State of Emergency within Pinellas County, Contractor will

coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. **WORDS AND TERMS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Adopted Budget" means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

"Annual External Audit" means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

"Authority" means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

"Budget Request" means the budget request submitted by Contractor, in accordance with Section 409.

"CAD" means computer aided dispatch.

"Caller" means a person accessing the response system by telephone.

"Contract Year" means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"Disaster" means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the Fire Protection System.

"Emergency Request" means a request for emergency services received directly at the 9-1-1 Center.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that emergency lights and sirens will be used.

"Fire District" where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix A attached hereto and made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the Fire Control District.

"Fire Equipment" means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

"Firefighter" means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

"Firefighting Apparatus" means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

"Fire Protection Services" means the response of Firefighting Apparatus, Units and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

"Fire Protection System" means the network of organizations, including, but not limited to, the Board, contractors, and other municipalities and special fire districts within Pinellas County, established to provide Fire Protection Services.

"Fire Prevention Code" means fire and life safety codes adopted by County and Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

"Fire Station" means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the County, and to be eligible to receive any County funding for such fire station construction, must be approved by the County.

"First Due Firefighting Apparatus" means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately following year.

"Force Majeure" means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"NFPA" is Contractor's currently-adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

"Party" or "Parties" means either the County or Contractor, or both, as the context of the usage of such term may require.

"Personnel" means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

"9-1-1 Center" means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

"Response" means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) is notified of an Emergency Request.

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

"Run Cards" means the 9-1-1 Center's computer-aided dispatch software database that recommends based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

"Special Act" means the Chapter 73-600, Laws of Florida, Chapter 80-590, Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980, and Chapter 62, Article II, of the Pinellas County Code.

"Special Events" means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require Fire Protection Services.

"Specialized Rescue Services" means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

"Standard Practices" means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines.

"State" means the State of Florida.

"State of Emergency" means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

"Uncontrollable Circumstance" means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

"Unexpended Funds" means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

"Unit(s)" means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an

emergency scene which do not meet the NFPA 1901 pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue Services units and command or staff vehicles.

SECTION 202. **TERMS GENERALLY.** Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

ARTICLE III
RESERVED

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. **FIREFIGHTING APPARATUS AND EQUIPMENT.**

(a) **Obligation to Provide Firefighting Apparatus and Units.** At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.

(c) **Staffing of Vehicles.** Firefighting Apparatus shall be continuously staffed with a minimum of three (3) Firefighters.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the Fire District.

(g) **Standard of Cover.** Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and properties of the incorporated portion of the fire district.

SECTION 402. RESPONSE TIME.

(a) **Emergency Requests.**

Response Time to not less than ninety percent (90%) of all Emergency Responses which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) **Exemptions.**

(1) The Response Time requirements in subsection (a) shall not be applicable to Emergency Responses which occur during periods of Uncontrollable Circumstances; provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph (2) below.

(2) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition shall, as a condition precedent to the right to claim an uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.

(3) Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.

(4) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

SECTION 403. CONTINUING EDUCATION AND TRAINING. Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation.

SECTION 404. STANDARD PRACTICES.

(a) Standard Practices. Contractor shall insure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) Ride Alongs. Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) Special Events. In the event Contractor is called to provide Fire Protection Services at a Special Event in its Fire District, Contractor shall be governed by the terms and conditions of this Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

SECTION 405. PERSONNEL.

(a) Training and Qualifications. All individuals employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, as required to perform the work the individuals are to perform, and shall hold appropriate certificates as required by state law.

(b) Standard of Conduct. Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from its standard of conduct.

(c) **Working Conditions.** Contractor shall insure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.

SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.

(a) **Disaster Assistance Within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the Disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area-wide Disaster the Contractor may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides Disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid**. Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's authorized representatives will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected contractors.

The County, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to insure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually-agreeable format.

SECTION 409. FINANCIAL MANAGEMENT.

(a) Annual External Audit. Contractor shall provide the County with the Annual External Audit, prepared by Contractor's external auditor, certifying the amount of monies received from the County and the actual amount expended by Contractor for Fire Protection Services for the preceding Fiscal Year. Such annual external audit shall determine any Unexpended Funds. The Auditor shall attest to the "Supplemental Financial Information" report in Appendix C. The Annual External Audit and Supplemental Financial Information shall be submitted to the County within twenty (20) calendar days after its receipt by the Contractor. Funds paid to Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of Contractor's Annual External Audit.

(b) Budget Request Submission. Each Year Contractor shall submit to the County Contractor's projected Budget Request for providing Fire Protection Services described herein. Such budget shall be prepared in accordance with budget preparation instructions provided each Fiscal Year by the County and shall set forth the costs of providing the services described herein. The County shall review the budget and may make recommendations for such changes as it deems necessary or appropriate. Contractor's budget for the subsequent Fiscal Year must be submitted by the date specified by the County as the Fire District MSTU millage rate will be based on the Board's consideration of

this budget submission.

(c) **Adopted Budget Submission.** Contractor shall submit to the County Contractor's Adopted Budget within ten (10) calendar days after the beginning of the subsequent Fiscal Year.

(d) **Capital Expenditures.** Contractor shall prepare a capital expenditure plan for financial planning purposes, which may include, but is not limited to, facility construction and maintenance, staff and command vehicles, self contained breathing apparatus, communications, and other vehicle and equipment replacement plans. Contractor shall provide a brief narrative with the budget submission to identify individual projects and capital equipment line items. The capital expenditure plan shall project forward a minimum of five (5) Fiscal Years.

(e) **Reserve for Future Years**. Contractor shall request funds to be reserved for future year's major capital improvement projects, which include land purchase, facility construction and renovation, Firefighting Apparatus and equipment replacement plans. Contractor shall provide a written project justification, designate the amount to be reserved each year, and request funding for capital expenditures projecting forward for a minimum of ten (10) years for Firefighting Apparatus and twenty-five (25) years for fire station construction and land acquisition costs.

SECTION 410. FIRE INVESTIGATION. Contractor shall investigate all fires within its Fire District to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup

and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department and County's Building Department. Any fees charged by the Contractor for plan reviews and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) Code Enforcement Standards. Contractor shall interpret and enforce the NFPA 101, Life Safety Code, as may be amended, in the Fire District, consistent with the interpretations of the prevailing regulatory authority or the Pinellas County Construction and Licensing Board. Contractor shall interpret and enforce only the Fire Prevention Code, and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) Complaint Resolution. Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the County a detailed report concerning the incident, and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

(e) Property Identification. Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

SECTION 412. SPECIALIZED RESCUE SERVICES. Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life or property.

SECTION 413. PUBLIC EDUCATION. Contractor is encouraged to make available to the local community, fire prevention and disaster preparedness education (i.e., 9-1-1 usage, burn injury prevention, smoke alarm usage, fire escape planning, and hurricane preparedness). The programs may be developed by the Contractor or in coordination with the Fire Protection System or the County.

SECTION 414. **SHARED RECOGNITION**. Contractor and the County shall promote, protect, and enhance the reputation of the County, Contractor, and the Fire Protection System throughout the term of this Agreement. Any news releases, statements, or public information given by Contractor's or County's personnel to the public or the media shall be consistent with the design and operation of the Fire Protection System and include shared positive recognition of all service providers and system components, as applicable.

SECTION 415. **REQUESTS FOR EMERGENCY ASSISTANCE**. When Contractor receives a request for emergency assistance from a source other than the 9-1-1 Center, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, and shall immediately respond to the request for emergency assistance, as applicable. Contractor shall immediately advise the 9-1-1 Center of the information received, and any response initiated.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. **COUNTY ROLE AS THE FIRE PROTECTION AUTHORITY**.

The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the daily operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Pinellas County Charter.

SECTION 502. **AUDIT AND INSPECTION**. Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may reasonably be deemed necessary. Contractor shall make available to County for its

examination, its records with respect to all matters covered by this Agreement, and County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

SECTION 503. **COMMUNICATIONS INFRASTRUCTURE.** County shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer Aided Dispatch (CAD) and fire reporting computer system.

ARTICLE VI
INSURANCE

SECTION 601. **MINIMUM INSURANCE REQUIREMENTS**. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Board, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28, F.S., should the State Legislature change these limits, coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Board a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Board. Contractor shall also notify Board within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Board shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Board or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Board agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including but not limited to other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION. The Board shall review and approve Contractor's Budget Request, in accordance with Chapter 62, Article II, of the Pinellas County Code, and other applicable law. Approval shall not be unreasonably withheld. County shall calculate the annual compensation as the percentage of unincorporated area multiplied by the lower amount of the initial Budget Request or the Adopted Budget. The percentage of unincorporated area within the fire district shall be calculated in accordance with Chapter 62, Article II, of the Pinellas County Code. The County shall pay Contractor monthly in arrears for the provision of Fire Protection Services beginning after October 1 of a given Fiscal Year in the amount of 1/12 of the annual compensation.

SECTION 702. USE OF RESERVE FOR FUTURE YEARS. Subject to Contractor's substantial compliance with section 409 (d) & (e), upon a written request of Contractor, the County shall review and provide funding for the County's portion of a capital expenditure from Contractor's Reserve for Future Years fund held by the County. The County shall calculate its portion of the capital expenditure based upon the percentage of unincorporated area within the fire district, in accordance with Chapter 62, Article II of the Pinellas County Code. The County shall pay Contractor a single payment upon completion of the project or at agreed-upon milestones of a major project.

SECTION 703. **WITHHOLDING FUNDS.** County may withhold payment to Contractor if it fails to meet its obligations in accordance with the provisions of Sections 803 and 804 of this Agreement.

SECTION 704. **FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES.** Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs, and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes including, but not limited to, gifts, donations, good will, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

SECTION 705. **OTHER FUNDS.** Money acquired through special programs, projects, gifts, or funds received through fundraising efforts will not be used by the County to offset the fire district's Budget Request or the Approved Budget, but shall be used for direct benefit of the fire district. However, funds from interest earned by the investment of Fire District funds, and funds from other Fire Protection Services agreements, shall be used to offset the Fire District's Final Approved Budget. Funds provided to Contractor through any County EMS Agreement will be used to offset Fire District Budget Request or Approved Budget if the Contractor's budget process combines both Fire and EMS funding into one document for review by the County.

SECTION 706. **FISCAL NON-FUNDING.** The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

SECTION 707. **PROHIBITIONS AGAINST MORTGAGE OF ASSETS.** Contractor agrees that acquisition of capital assets with funds provided under this Agreement shall be by purchase, lease purchase, or lease and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of County.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for three (3) years, commencing October 1, 2014 and ending at midnight September 30, 2017, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional two (2) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2017. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. **TERMINATION AND DISPOSITION OF ASSETS.**

(a) **Termination By County.** County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement; however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) **Termination By Contractor.** Contractor may terminate this Agreement by giving to County ninety (90) calendar days' written notice of its intention to terminate.

(c) **Disposition of Assets.**

(i) Properties Held in Trust. The parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the County under this or any prior Fire Protection Services agreement are held by Contractor in trust for the benefit of the taxpayers of the fire district, and that County has all rights and powers of enforcement with respect to such trust.

(ii) Assets Paid For By County. Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior Fire Protection Services agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(iii) Assets Paid For By Contractor. Any assets which were purchased solely with funds other than those provided by County to Contractor under this, or any preceding Fire Protection Services agreement, shall remain the property of Contractor.

(iv) Assets Paid For By Both Contractor and County. In case of any asset purchased under this or any prior Fire Protection Services agreement with funds of both Contractor and the County, Contractor and County shall determine the fair market value of such asset, and then shall prorate such fair market value according to the respective interest of both Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of Contractor and the County.

(v) Intangible Assets. Upon termination of this Agreement, Contractor shall also return to County all unexpended monies received from the County, pursuant to this or prior Fire Protection Services agreements, including monies in reserve or in any bank account, but not earned as compensation for services provided.

(vi) Date to Return Assets. The return of any assets and funds shall be executed and completed upon the effective date of termination, as specified in the termination notice.

(vii) List of Assets. In connection with the return of assets and funds, Contractor shall submit to County a list of the capital assets, along with a list of the accounts held in Contractor's name, which are held in conjunction

with this Agreement.

(viii) Debt Resolution. Contractor is responsible for all pro-rated debts incurred in the performance of the obligations of this Agreement.

SECTION 803. PERFORMANCE DEFICIENCY. In the event that the County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) calendar days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County shall prepare an agreement outlining a planned program for curing the deficiency.

SECTION 804. RESOLUTION OF DISPUTES. Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a fire service provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. If the committee fails to resolve the dispute, either party may pursue its legal remedies, including, but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction upon satisfaction of all statutory conditions precedent thereto.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. **NOTICES.** All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Pinellas County Safety & Emergency Services — Fire Div.12490 Ulmerton Road Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. **ENTIRE AND COMPLETE AGREEMENT.** This Agreement, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. **OTHER DOCUMENTS.** Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. **APPLICABLE LAW.** The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

SECTION 906. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breech so waived, and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 908. **CONTRACTOR IS INDEPENDENT CONTRACTOR.** The Parties agree that throughout the Term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

SECTION 909. **NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT.** This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

SECTION 910. **HEADINGS.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this ____ day of_____, 2014.

ATTEST:
Ken Burke, CLERK

PINELLAS COUNTY,
by and through its governing body, The Pinellas County Board of County Commissioners, as the Fire Protection Authority

by: _____
Deputy Clerk

by: _____
Chairman

(seal)

APPROVED AS TO FORM
Office of County Attorney

By:_____

Contractor

By:_____

Print:_____

Title:_____

Attest:

by: _____

Print: _____

Title: _____

APPROVED AS TO FORM
City Attorney

By:_____

APPENDIX A

FIRE CONTROL DISTRICTS

Fire Control District	Fire Service Contractor
Belleair Bluffs Fire Control District	City of Largo
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
Gandy Fire Control District	City of St. Petersburg
Highpoint Fire Control District (West)	City of Largo
Largo Fire Control District	City of Largo
Pinellas Park Fire Control District	City of Pinellas Park
Safety Harbor Fire Control District	City of Safety Harbor
Seminole Fire Control District	City of Seminole
Tarpon Springs Fire Control District	City of Tarpon Springs

APPENDIX B

FIRE PROTECTION SERVICE CONTRACTORS

City of Clearwater
112 South Osceola Avenue Clearwater, FL
33756
Attn: Mayor

City of Dunedin P.O. Box 1348
Dunedin, FL 34697-1348
Attn: Mayor

City of Largo
201 Highland Avenue Northeast
Largo, FL 33770
Attn: Mayor

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780-1100 Attn: Mayor

City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695-3597 Attn: Mayor

City of Seminole
9199 113th Street North Seminole, FL 33772
Attn: Mayor

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842 Attn: Mayor

City of Tarpon Springs 324 Pine Street East
Tarpon Springs, FL 34689
Attn: Mayor

APPENDIX C
SUPPLEMENTAL FINANCIAL INFORMATION

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used in support of fire related activities. Therefore, a proportional share of any unspent balance at the conclusion of a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within 20 days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor

Contractor Name: _____

Person Completing _____

Form: Phone Number: _____

Fiscal Year:

Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for fire fighting, i.e., fire funds cannot be used to purchase rescue units, attend EMS related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.

		Audit Page
1. Total Expenditures by Contractor		
2. Less: Other Revenues received by Contractor*		
4. Total Outlay by Contractor (1 less 2)	$ -	
6. Pinellas County Percentage of District **		
8. Total Pinellas County Share (3 times 4)	$ -	
10. Pinellas County paid to Contractor		
12. Total Due to Pinellas County (the District) (6 less 5)	$ -	
8. Fund Balance retained by Contractor		

** Includes interest and other fire protection agreements revenue ** To be provided by Pinellas County Fire Authority*

PLEASE INCLUDE A COPY OF YOUR ANNUAL AUDIT AND ANY OTHER SUPPORTING DOCUMENTATION AS NEEDED

_____ _____

Signature Date

Please return completed form to:

Pinellas County Safety & Emergency Services
Fire Administration
12490 Ulmerton Road
Largo, FL 33774

or email to: kcervone@pinellascounty.org