COUNCIL MEETING

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

CITY OF ST. PETERSBURG

May 7, 2015
8:30 AM

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.

May 7, 2015
8:30 AM

A. Meeting Called to Order and Roll Call.

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

"A moment of silence will be observed to remember fallen officers of the St. Petersburg Police Department. The officers(s) depicted today were killed in the line of duty during this month."

Officer Frank A. Pike - May 19, 1933

Detective Wayne M. Barry - May 23, 1929

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. Awards and Presentations

1. Proclamation recognizing Municipal Clerks Week.

E. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.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. Approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan ("Annual Action Plan") to add a new Community Development Block Grant ("CDBG") project for TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") to assist with the construction of a Mentoring Center ("Center"); and to make the following

redistribution of funds: 1) de-obligate $250,000, from the unused balance of The Rental Rehabilitation Program project (14868) of the Annual Action Plan budget line item; and 2) designate $250,000 for the funding of First Tee project (14580); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement this resolution and the Amendment.

2. Approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate $391,200 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and earned program income, to capital projects in CDBG Subrecipients FY 14/15 project (14580) that the City initiated and are ready to be implemented during the current fiscal year; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary for implementation of this resolution and the amendment.

3. Ordinance 160-H amending the St. Petersburg City Code; applying parking limitations to all streets where signs are officially posted; providing that moving a vehicle from one space to another on the same block face without traveling through an intersection constitutes a continuous parking period; providing for definitions; and providing for additional clarifying language.

4. Ordinance 162-H providing for the amendment of the Truck Routes section of the St. Petersburg City Code; modifying the definition of restricted vehicles to align with State maximum lengths; and clarifying the designated streets and hours for truck use as depicted on the truck routes map.

5. Ordinance 163-H amending Chapter 16 of the St. Petersburg City Code by increasing penalties for improper disposal of grass clippings, tree trimmings, and other vegetative material by commercial persons or entities; amending Chapter 27 to establish increased penalties for certain discharges into the stormwater system; and correcting a typographical error in section 27-432.

6. Ordinance 165-H amending the St. Petersburg City Code by adding Division 7 to Chapter 2, Article V, requiring contractors to employ apprentices on major construction projects; and providing the authority for the POD to promulgate policies and procedures to implement, monitor and enforce this requirement.

First Reading and First Public Hearings

Setting May 21, 2015 as the public hearing date for the following proposed Ordinance(s):

7. Ordinance 164-H amending the St. Petersburg City Code by adding section 2-299 to division 7, Chapter 2, Article V, requiring contractors to employ disadvantaged workers on major construction projects; and providing the authority for the POD to promulgate policies and procedures to implement, monitor and enforce this requirement. [Moved to New Ordinances as G-1]

8. Ordinance approving amendments to the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs). (City File LDR 2015-01)

9. Ordinance adopting the City of St. Petersburg's Downtown Waterfront Master Plan.

10. City-initiated Comprehensive Plan text amendments. (City File LGCP-2015-01) [Setting June 11, 2015 as the public hearing date.]

    (a) Ordinance amending Section 1.7, Definitions; and amending Chapter 3, Future land Use Element.

    (b) Resolution transmitting the proposed Comprehensive Plan text amendments for expedited state, regional and county review, in accordance with Chapter 163, Florida Statutes.

F. Reports

1. Fire Quarterly Update. (Oral)

2. Tampa Bay Water. (Oral) (Councilmember Nurse)

3. Resolution recommending that Project B4122350042 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes.

4. Resolution recommending that the Economic Development Grant Funding Agreement for iQor Holdings, Inc. ("iQor") be approved, subject to appropriation and conditioned on the Project meeting statutory requirements.

5. Public Art Commission. (Oral) (Councilmember Rice)

6. Pier Selection Committee. (Oral) (Mike Connors)

    (a) Resolution acknowledging the Selection Committee's final ranking of the design teams with a design concept for the new St. Petersburg Pier; and authorizing the Mayor or his designee to negotiate an architect/engineering agreement ("A/E Agreement") with the first ranked firm, which A/E Agreement is subject to City Council approval.

7. Overview of South St. Petersburg Community Redevelopment Plan Process. (Oral)

    (a) Ordinance adopting the Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area.

8. Confirming the appointment of Jacqueline Kovilaritch as City Attorney for the City of St. Petersburg, Florida effective August 1, 2015.

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

Setting May 21, 2015 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance 164-H amending the St. Petersburg City Code by adding section 2-299 to division 7, Chapter 2, Article V, requiring contractors to employ disadvantaged workers on major construction projects; and providing the authority for the POD to promulgate policies and procedures to implement, monitor and enforce this requirement.

H. New Business

1. Requesting City Council pass a resolution to the Florida Legislature to repeal 218.077(2) which prohibits local governments from setting a minimum wage. (Councilmember Nurse)

2. Referring to the Energy, Natural Resources & Sustainability Committee a request to evaluate the merits and budget considerations of utilizing 1) the STAR Community Rating System and 2) ICLEI membership. (Councilmember Rice)

3. Requesting the Mayor, City Council and Administration defer the Pier selection process and hold a special election to allow the voters to vote on whether they want the Destination Pier or a park. (Councilmember Newton)

4. Referring to the Budget, Finance and Taxation Committee to consider an effort to reach an agreement with Airbnb to collect sales tax and tourist taxes from guests as they do in other cities including Chicago and San Francisco. (Councilmember Nurse)

5. Referring to the Public Services & Infrastructure Committee (PS&I) the Chronic Nuisance Ordinance for the PS&I agenda for May 21, 2015. (Councilmember Foster)

I. Council Committee Reports

1. Budget, Finance & Taxation Committee. (04/23/15)

   (a) Resolution of the City of St. Petersburg, Florida approving an interfund loan in an initial amount of $2,899,853 from the General Fund to the Airport Enterprise Fund to evidence certain prior advances relating to Albert Whitted Airport; and providing for other matters in connection therewith.

2. Public Services & Infrastructure Committee. (04/23/15)

   (a) Ordinance amending the St. Petersburg City Code; prohibiting loud and raucous noise emanating from buildings and privately owned outdoor spaces by requiring windows and doors to remain closed; requiring outdoor speakers to be turned off at certain times; and providing for certain penalties.

3. Energy, Natural Resources & Sustainability Committee (ENRS). (04/16/15)

J. Legal

1. Announcement of an Attorney/Client Session for May 14, 2015 in the case of Gordon L. Nichols vs. City of St. Petersburg, Case No. 13-6446-CI-11.

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
May 7, 2015

1. City Council convenes as Community Redevelopment Agency.

2. A resolution of the St. Petersburg Community Redevelopment Agency recommending City Council: 1) adopt the draft Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area; 2) sunset and supersede the four community redevelopment plans that exist within the boundaries of the Southside CRA; 3) amend the original request to establish two tax increment financing (TIF) districts and two redevelopment trust funds set forth in Resolution 2013-247 to now establish one TIF district and redevelopment trust fund encompassing the entire community redevelopment area (CRA); and rename the CRA as the "South St. Petersburg Community Redevelopment Area." (City File SSPRP-2015-01)

3. Adjourn Community Redevelopment Agency.

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
May 7, 2015

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

(Procurement)

1. Awarding a three-year blanket purchase agreement to Innovative Metering Soolutions, Inc. for residential water meters at an estimated annual cost of $750,000.

2. Awarding three-year contract purchase agreements to Playmore West, Inc., Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc. for play structures and safety surfacing for the Parks and Recreation Department at an annual cost not to exceed $520,000.

(Public Works)

3. Approving the selection of Kimley-Horn to provide professional consulting services including a Parking Demand and Adequacy Study for the area from 5th Avenue North to 5th Avenue South, from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed; and authorizing the Mayor or his designee to execute the Professional Services Agreement with a three-year term and all other documents necessary to effectuate this transaction. [MOVED to Consent "B" as CB-21]

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
May 7, 2015

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

(Procurement)

1. Accepting a proposal from BASF Corporation and Polydyne, Inc. for polymer for the Water Resources Department at an estimated annual cost of $450,000.

2. Approving the purchase of replacement dump trucks for the Fleet Management Department from Sun State International Trucks, LLC at a total cost of $331,872.

3. Approving the purchase of two street sweepers from Environmental Products of Florida Corporation for the Fleet Management Department at a total cost of $317,498.

4. Awarding a three-year blanket purchase agreement to Neptune Technology Group, Inc., a sole source supplier, for commercial water meters for the Water Resources Department at an estimated annual cost of $200,000.

5. Awarding a contract to Tagarelli Construction, Inc. in the amount of $143,000.00 for the Municipal Marina Sailing Center Interior Renovations Project. (Engineering Project No. 13039-119; Oracle Project Nos. 13735 and 14680)

6. Extending the rental term of a portable self-contained compressed natural gas (CNG) fueling station with TruStar Energy, LLC for the Sanitation Department at an estimated additional cost not to exceed $86,800 for an estimated total cost not to exceed $314,800.

7. Approving the donation of a rescue vehicle valued at $7,000 to Manatee Technical College.

(City Development)

8. Authorizing the Mayor or his designee to execute a Fifth Amendment to the Lease and Management Agreement for Albert Whitted Airport by and between the City of St. Petersburg and Sheltair Albert Whitted, LLC, a Florida limited liability company.

9. Authorizing the Mayor or his designee to sell the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County, to Rick Applefield for $12,700.

10. Authorizing the Mayor or his designee to waive the outstanding interest on the Special Assessment liens on one (1) unimproved property located at approximately 2168 – 23rd Avenue North, St. Petersburg, that will have accrued up to the time of payment of the

unpaid principal, provided the full payment of the unpaid principal amount of $8,518.52 is paid by June 8, 2015.

11. Approving the plat of Arlington and the Townhomes, generally located near the intersection of Arlington Avenue North and 8th Street North. (Our File: 14-20000003)

12. Authorizing the Mayor or his designee to execute all documents necessary to effectuate an agreement with FDOT and an agreement with Pinellas County for the City to maintain the painted coating of dynamic message structures on 34th Street from 50th Avenue South to 24th Avenue North.

(Leisure & Community Services)

13. Accepting the Partnerships to Improve Community Health ("PICH") grant in the amount of $41,000 from the State of Florida Department of Health; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction; and approving a supplemental appropriation in the amount of $41,000 from the increase in the unappropriated balance of the general fund (0001), resulting from these additional revenues, to the Parks & Recreation Department.

14. Approving a contract between the City of St. Petersburg ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that provides for child care services for qualified families for one year commencing July 1, 2015, and ending June 30, 2016 ("Contract"); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and comply with the requirements of the City Charter if the Contract is approved by the City Attorney's Office prior to submission.

15. Accepting a grant from the National Recreation & Park Association (NRPA) in the amount of $10,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA; and approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department.

(Appointments)

16. Confirming the appointment of Michael A.J. Bindman as a regular member to the Nuisance Abatement Board to serve a three-year term ending November 30, 2017.

17. Confirming the appointment of Jacqueline Kovilaritch as City Attorney for the City of St. Petersburg, Florida effective August 1, 2015. [MOVED to Reports as F-8]

(Miscellaneous)

18. Approving a supplemental appropriation of $14,000 from the unappropriated balance of the Community Housing Donation Fund (1117) to fund the FY 14/15 Hsg Counseling Project (14925) for the continuation of the Homeownership Counseling Program; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

19. Approving the First Amendment to the agreement between the City of St. Petersburg, Florida, and Society of St. Vincent De Paul of South Pinellas, Inc. dated October 1, 2014 to increase grant funds by an additional amount not to exceed $12,064; and authorizing the Mayor or his designee to execute the First Amendment.

20. Confirming the reappointment of Laura M. Bryant as a regular member to the Public Arts Commission to fill a four-year term ending April 30, 2019.

21. Approving the selection of Kimley-Horn to provide professional consulting services including a Parking Demand and Adequacy Study for the area from 5th Avenue North to 5th Avenue South, from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed; and authorizing the Mayor or his designee to execute the Professional Services Agreement with a three-year term and all other documents necessary to effectuate this transaction.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

CITY OF ST. PETERSBURG
Board and Commission Vacancies

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

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

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

Public Arts Commission
1 Regular Member
(Term expires 4/30/18)

Nuisance Abatement Board
1 Regular Member
(Term expired on 12/31/14)

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

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

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

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.

   a. Presentation by City Administration.

   b. Presentation by Applicant and/or Appellant. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. The Appellant shall speak before the Applicant. In connection with land use and zoning ordinances where the City is the applicant, the land owner(s) shall be given the time normally reserved for the Applicant/Appellant, unless the land owner is the Appellant.

   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing.

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

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

   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, if different.

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

CITY COUNCIL AGENDA
AWARDS & PRESENTATIONS

March 26, 2015

TO: The Honorable Members of City Council

SUBJECT: Proclamation recognizing Municipal Clerks Week

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of May 7, 2015

ST. PETERSBURG CITY COUNCIL
(Non Consent Agenda Items Only)

Meeting of May 7, 2015

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

SUBJECT: A resolution approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan ("Annual Action Plan") to add a new Community Development Block Grant ("CDBG") project for TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") to assist with the construction of a Mentoring Center ("Center"), and to make the following redistribution of funds: 1) de-obligate $250,000 from the unused balance of The Rental Rehabilitation Program project (14868) of the Annual Action Plan budget line item; and 2) designate $250,000 for the funding of the First Tee project (14580); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.

EXPLANATION:

The City Council approved the City's FY 2014/15 Annual Action Plan ("Annual Action Plan") on July 24, 2014, with subsequent approval by HUD shortly thereafter. Subsequent to approval of the Annual Action Plan, the City received a request from Administration to make a mid-year Substantial Amendment ("Amendment") to the Annual Action Plan to provide funding to the TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") for construction of its Mentoring Center ("Center"). The purpose of constructing the Center is to create, implement and administer programs that will allow its participants to become fine upstanding citizens of our community. Programs will be provided to low- and moderate-income children to learn the game of golf and receive after school educational tutoring and other opportunities to include After School Study and Play program, a mentoring program to help improve the graduation rate and lower the crime rate; the First Tee National School Program, a Community Outreach Program; Academy Prep Center for Learning Life-Skill Program and a Half and Full-Day Life Skill Golf Camp program, among others.;

The Center will be constructed at the City's Twin Brooks Golf Course where three hundred seventy (370) area youth are expected to enroll in the program and participate at the Center. Twin Brooks Golf Course, is in a HUD approved Neighborhood Revitalization Strategy Area ("NRSA") and the services that will be provided at the Center are eligible and meet one of HUD's national objectives.

In order for the City to assist with the construction of the Center with CDBG funds, an Amendment to the Annual Action Plan is required to establish a new CDBG project for the construction of the Center. The construction of the Center is estimated to cost $681,589, of which, First Tee is required to contribute $431,589 and and has requested the City to assist with providing $250,000 in funding. The construction is scheduled to begin in June 2015.

The Administration has proposed an Amendment to provide funding for the construction of the Center that will de-obligate $250,000 of unused funds from the Rental Rehabilitation Program project and designate those funds for the construction of the Center which will allow this proposed project to start prior to the implementation of the FY 2015/16 Annual Action Plan.

The funding adjustment in the Amendment will also ensure that the City meets HUD's requirements for CDBG compliance with its 1.5:1 Timeliness Ratio, which is measured on or before the end of July each year.

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

A public notice was published on April 3, 2015, in the Tampa Bay Times to notify the public of the proposed Amendment and of the public hearing to be held on May 7, 2015, which complies with the Citizen Participation requirements of the Consolidated Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds are currently available in the CDBG program (Fund 1111, Awards 80917/80950/81054, Project 14868). Upon approval of the Amendment, $250,000 of funding for construction of the First Tee project (14580) will be available in CDBG Fund (1111) and funding for the Rental Rehabilitation Program project (14868) will be reduced by $250,000

RECOMMENDATION:

Administration recommends adoption of the attached resolution approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan ("Annual Action Plan") to add a new Community Development Block Grant ("CDBG") project for TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") to assist with the construction of a Mentoring Center ("Center"), and to make the following redistribution of funds: 1) de-obligate $250,000 from the unused balance of The Rental Rehabilitation Program project (14868) of the Annual Action Plan budget line item; and 2) designate $250,000 for the funding of the First Tee project (14580); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS:

Administration: M. R. Dove Budget: Stacey McKee

Legal: 00228322.doc V. 2

Resolution No. 2015 -_____

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY'S FY 2014/15 ANNUAL ACTION PLAN ("ANNUAL ACTION PLAN") TO ADD A NEW COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROJECT FOR TFTSP YOUTH GOLF COUNCIL ST. PETERSBURG, FL, INC. ("FIRST TEE") TO ASSIST WITH THE CONSTRUCTION OF A MENTORING CENTER ("CENTER"); AND TO MAKE THE FOLLOWING REDISTRIBUTION OF FUNDS: 1) DE-OBLIGATE $250,000, FROM THE UNUSED BALANCE OF THE RENTAL REHABILITATION PROGRAM PROJECT (14868) OF THE ANNUAL ACTION PLAN BUDGET LINE ITEM; AND 2) DESIGNATE $250,000 FOR THE FUNDING OF FIRST TEE PROJECT (14580); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION AND THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in July 2014 City Council approved the City's FY 2014/15 Annual Action Plan ("Annual Action Plan"), providing Community Development Block Grant ("CDBG") funding to projects approved by City Council; and

WHEREAS, subsequent to the approval, the City received a request from Administration to make a mid-year Substantial Amendment ("Amendment") to the Annual Action Plan to provide funding to the TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") for construction of its Mentoring Center ("Center"); and

WHEREAS, the purpose of constructing the Center is to provide a facility for the creation, implementation and administration of programs that will allow its participants to become fine upstanding citizens of our community; and

WHEREAS, programs will be to low- and moderate-income children to learn the game of golf and receive after school educational tutoring and other opportunities to include After School Study and Play program, a mentoring program to help improve the graduation rate and lower the crime rate; the First Tee National School Program, Community Outreach Program, Academy Prep Center for Learning Life-Skill Program, and Half-Day and Full-Day Life Skill Golf Camp, among others; and

WHEREAS, three hundred seventy (370) youth are estimated to enroll in the programs offered at the Center; and

WHEREAS, the Center will be located at the Twin Brooks Golf Course, which is in a HUD approved Neighborhood Revitalization Strategy Area ("NRSA"); and

WHEREAS, the services that will be provided at the Center are eligible and meets one of HUD's national objectives; and

WHEREAS, in order for the City to assist with the construction of the Center with CDBG funds, an Amendment to the Annual Action Plan is required to establish a new CDBG project for the construction of the Center; and

WHEREAS, the Center is estimated to cost $681,589 to construct; and

WHEREAS, First Tee is required to provide $431,589 of the funding and has requested the City to assist with providing $250,000 in funding; and

WHEREAS, First Tee would like to begin construction of the Center in June 2015; and

WHEREAS, the Administration has proposed an Amendment to provide funding for the construction of the Center that will de-obligate $250,000 of unused funds from the Rental Rehabilitation Program project and designate those funds for the construction of the Center; and

WHEREAS, upon approval of the Amendment, $250,000 of funding for construction of the First Tee project (14580) will be available in CDBG Fund (1111) and funding for the Rental Rehabilitation Program project (14868) will be reduced by $250,000; and

WHEREAS, this funding adjustment will also ensure that the City meets HUD's requirements for compliance with its 1.5:1 Timeliness Ratio on or before the end of July each year.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan ("Annual Action Plan") to add a new Community Development Block Grant ("CDBG") project for TFTSP Youth Golf Council St. Petersburg, FL, Inc. ("First Tee") to assist with the construction of a Mentoring Center ("Center"); and to make the following redistribution of funds: 1) de-obligate $250,000 from the unused balance of the Rental Rehabilitation Program project (14868) of the Annual Action Plan budget line item; and designate $250,000 for the construction of the Center project (14580); and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: /s/ RBB
Legal: 00228058.doc v.1

Administration: M. R. Done

ST. PETERSBURG CITY COUNCIL
(Non Consent Agenda Items Only)

Meeting of May 7, 2015

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

SUBJECT: A resolution approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate $391,200 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and earned program income, to capital projects in CDBG Subrecipients FY 14/15 project (14580) that the City initiated and are ready to be implemented during the current fiscal year; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary for implementation of this resolution and the Amendment; and providing an effective date.

EXPLANATION:

In July 2014, City Council approved the FY 2014/15 Annual Action Plan budget. The City is required to remain timely with its expenditure of Community Development Block Grant ("CDBG") funds to implement projects identified in the City's Annual Action Plan.

Because uncommitted funds have become available in the CDBG budget consisting of projects that did not expend all of the funding allocated in FY 2013/14 and earned program income in FY 2013/14 and 2014/15, these funds may be used to implement other projects. The proposed capital projects listed below were submitted for funding as City initiated and are presented by Administration to receive priority funding because of the services that will be providing to low and moderate income persons. The amount recommended totals $391,200 and consists of the following proposed capital projects:

- Mt. Zion Human Services – proposed funding is for the rehabilitation to the facility located at 945 20th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, and lighting at a cost of $149,800.

- Pinellas Ex Offender Reentry Coalition – proposed funding is for the rehabilitation to the facility located at 1523-1601 16th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, electrical upgrades and fire alarm replacement at a cost of $151,400.

- Police Athletic League – proposed funding is for rehabilitation to the facility located at 820 20th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, electrical upgrades and fire alarm replacement at a cost of $90,000.

Utilizing these funds will assist the City in meeting U.S. Department of Housing and Urban Development ("HUD") requirements for the timely expenditure of grant funding, which is tested at the end of July each year, and further prevents and recapturing of these funds by HUD. The Administration is proposing an amendment to the City's FY 2014/15 Annual Action Plan ("Amendment") to accommodate Administration's recommendation, which will allow these proposed capital projects to start prior to the implementation of the FY 2015/16 Annual Action Plan.

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

A public notice was published on April 3, 2015, in the Tampa Bay Times to notify the public of the proposed Amendment and of the public hearing to be held on May 7, 2015, which complies with the Citizen Participation requirements of the Consolidated Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds are currently available in the CDBG program (Fund 1111, Award 81054, Project 14580).

RECOMMENDATION:

The Administration recommends approval of the attached resolution approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate $391,200 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and earned program income, to capital projects in CDBG Subrecipients FY 14/15 project (14580) that the City initiated and are ready to be implemented during the current fiscal year; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary for implementation of this resolution and the Amendment; and providing an effective date.

ATTACHMENT: Resolution

Approvals:

Administration: M. R. Wore **Budget:** Stacey McKee

Legal: 00213373.doc V. 1

Resolution No. 2015-____

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY'S FY 2014/15 ANNUAL ACTION PLAN TO ALLOCATE $391,200 OF THE UNCOMMITTED BALANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUND (1111) CONSISTING OF RECAPTURED FUNDING AND EARNED PROGRAM INCOME, TO CAPITAL PROJECTS IN CDBG SUBRECIPIENTS FY 14/15 PROJECT (14580) THAT THE CITY INITIATED AND ARE READY TO BE IMPLEMENTED DURING THE CURRENT FISCAL YEAR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY FOR IMPLEMENTATION OF THIS RESOLUTION AND THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in July 2014 City Council approved the FY 2014/15 Annual Action Plan, providing Community Development Block Grant ("CDBG") funding to capital projects approved by City Council; and

WHEREAS, the City's uncommitted CDBG funds in the amount of $391,200 consist of funds recaptured from projects in FY 2013/14 that did not expend all of the funding allocated and FY 2013/14 and 2014/15 earned program income, which are now available to be used to implement other capital projects; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") mandates that all local governments that receive CDBG grant funding must comply with its expenditure requirements and not have more than 1.5:1 of its annual allocation in its line of credit at the end of July of each year, or funding could be recaptured and returned to the U.S. Treasury; and

WHEREAS, the proposed capital projects listed below will enable the City to comply with HUD's expenditure requirements; and

WHEREAS, the proposed capital projects listed below were submitted for funding as City initiated by Administration to receive priority funding because of the services that will be provided to low to moderate-income persons, to be implemented during the current fiscal year; and

WHEREAS, the proposed capital projects are:

- Mt. Zion Human Services – proposed funding is for the rehabilitation to the facility located at 945 20th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, and lighting at a cost of $149,800.
- Pinellas Ex Offender Reentry Coalition – proposed funding is for the rehabilitation to the facility located at 1523-1601 16th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, electrical upgrades and fire alarm replacement at a cost of $151,400.
- Police Athletic League – proposed funding is for rehabilitation to the facility located at 820 20th Street South, to include but not limited to architectural services, roof and HVAC replacement, fencing, painting, electrical upgrades and fire alarm replacement at a cost of $90,000.

; and

WHEREAS, the Administration recommends that City Council approve a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to accommodate this proposal and authorize the Mayor or his designee to transmit the Amendment to the U.S. Department of Housing and Urban Development ("HUD"), which, after HUD approval of the Amendment, will allow these capital projects to start prior to the implementation of the FY 2015/16 Annual Action Plan; and

WHEREAS, a public hearing on the Amendment was conducted on May 7, 2015.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate $391,200 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and earned program income, to capital projects in CDBG subrecipients FY 14/15 project (14580) that the City initiated and are ready to be implemented during the current fiscal year is approved; and

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

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: /s/ RBB

Administration: Joshua A. Johnson
Director, Housing and Community Development

Legal: 00213374.doc V. 1

SAINT PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

Subject: An ordinance amending the St. Petersburg City Code; applying parking limitations to all streets where signs are officially posted; providing that moving a vehicle from one space to another on the same block face without traveling through an intersection constitutes a continuous parking period; providing for definitions; providing for additional clarifying language; and providing for an effective date.

Explanation: Section 26-152 provides for time-limited on-street parking regulations, primarily in the downtown area where meters are not installed. The primary purpose of time-limited parking is to provide parking availability for customers of local businesses by generating adequate turnover. Turnover results in a more efficient use of limited on-street parking resources, allows multiple drivers to use the same space in a given day, and drives sales higher for local merchants due to the fact that long-term parkers are spending less per hour on average than long-term parkers who are often employees. Long-term parking is best accommodated in off-street parking garages and lots.

This code section was legally challenged in late 2014. The legal challenge was decided in favor of the City and no changes to the code were required. However, in an abundance of caution and with the intent of making the code easily understood and simple to follow, Administration requested that the PS&I Council subcommittee consider specific changes to this section. During the PS&I meeting of March 26, 2015, the committee voted unanimously to support the proposed Ordinance revisions. A first reading of the Ordinance was conducted on April 2nd, 2015.

The proposed revised ordinance includes adding a definition of block face to mean "a continuous portion of one side of any street that is not interrupted by an intersection (except alley intersections)". The only substantive change to the body of the Ordinance is that a vehicle is in violation of the code if the posted time is exceeded and the vehicle has not left the block face by moving to a new block face or travelling through an intersection. The current code requires leaving the block, including all four sides of the block, as well as on either side of the street or roadway. The revised code will be more easily understood by the public and less strict than the current code. The revised Ordinance may result in slightly fewer citations but is not anticipated to cause a noticeable reduction in revenue.

Cost/Funding/Assessment Information: This ordinance is not anticipated to have a measurable impact to revenues or expenses.

Recommendation: Administration recommends approval of the attached ordinance.

Attachments: Proposed Ordinance

Approvals:

EGM 4-6-15 — **Administration**

Derris L Fuller 4-6-15 — **Budget**

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE; APPLYING PARKING LIMITATIONS TO ALL STREETS WHERE SIGNS ARE OFFICIALLY POSTED; PROVIDING THAT MOVING A VEHICLE FROM ONE SPACE TO ANOTHER ON THE SAME BLOCK FACE WITHOUT TRAVELING THROUGH AN INTERSECTION CONSTITUTES A CONTINUOUS PARKING PERIOD; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADDITIONAL CLARIFYING LANGUAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 26-1 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-1. - Definitions.

The definitions in F.S. ch. 316 apply to this chapter unless otherwise defined below. As used in this chapter the following terms shall have the meanings ascribed to them:

Alley ~~means any street or way within a block set apart for public vehicular travel~~ has the meaning set forth in chapter 16 of this Code.

Authorized legal tender means such legal tender as the POD shall authorize. Such legal tender may include, but is not limited to, U.S. currency and credit cards. A notification shall be displayed on or adjacent to parking pay stations showing those items that are accepted by the parking pay station as authorized legal tender.

Block face means a continuous portion of one side of any street that is not interrupted by an intersection (except alley intersections).

Bus stand means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by buses for layovers in operating schedules or waiting for or loading or unloading passengers.

Center or centerline means a continuous or broken line marked upon the surface of a roadway by paint or otherwise to indicate each portion of the roadway allocated to traffic proceeding in opposite directions and, if the line is not so painted or otherwise marked, an imaginary line in the roadway equally distant from the edges or curbs of the roadway, except when parking is allowed only on one side, then it shall be an imaginary line equally distant from the edge or curb and a line based upon the farthest point of average width of the parked vehicles.

Commercial vehicles means any vehicle, commercial in its design and structure, or any other vehicle that is used for commercial purposes, which vehicle has painted on its sides the business name and address of the person operating the vehicle. The name shall be at least three inches in height and of a color contrasting to that of the color of the motor vehicle, so that the name and address shall be visible from a distance of not less than 50 feet.

Common carrier or regular common carrier of passengers means all carriers operating between fixed termini, over regular routes and on fixed schedules.

Double parking, double standing or double stopping means the parking, standing or stopping of a vehicle upon the roadway side of another vehicle parking, standing or stopping, but not legally within or adjacent to an open parking space.

Hearing Master means the person contracted with by the City to act as Vehicle Impoundment Adjudication Officer.

Holiday means Sundays and the following days: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans' Day and Christmas Day.

Loading zone means a space adjacent to a curb which is identified by a City sign as reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Official time standard means Eastern Standard Time or Eastern Daylight Saving Time, as may be in current use in the City.

Other governing body means the governing body of any other municipality or of the county or the State.

Parking pay station means a mechanical or electronic device which regulates parking in one or more parking spaces by allocating a defined period of permitted parking in exchange for a defined amount of authorized legal tender. A rate schedule showing the defined amounts of authorized legal tender required for defined periods of parking shall be displayed on or adjacent to the parking pay station.

Pay by cell phone means the use of cellular phone technology, including the use of telephone, telephone automation, text message, web application, or internet to pay for parking through a program approved by the POD.

Quiet zone means any street, or part thereof, within a distance of 200 feet from a hospital.

Street means any street, right-of-way, tree line, bridge, causeway, alley, or sidewalk.

Taxi stand or taxicab stand means a fixed area in the roadway parallel and adjacent to the curb set aside for taxicabs to stand or wait for passengers.

SECTION 2. Section 26-152 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-152. - Limitations on parking ~~in the central commercial business area~~ where signs are officially posted.

(a) When necessary for the public convenience, necessity or safety, the POD is authorized to prohibit, restrict or limit the parking time on any street where signs are posted giving notice of such prohibition, restriction or limitation. Except as otherwise provided in this Code, ~~It~~ it shall be unlawful and a violation of this section for a person to park any vehicle or to permit or allow any vehicle registered in his name to park ~~between the hours of 8:00 a.m. and 6:00 p.m. on any day, except Saturdays, Sundays and holidays,~~ upon any street ~~in a downtown center zoning district~~ for a continuous period of longer than ~~two hours where signs are officially~~ the legal period of time as posted on official signs ~~except as provided in section 26-150; however, the POD is authorized to further limit, restrict or prohibit parking within this area or to increase or decrease the two-hour time period where signs are erected giving notice thereof~~.

(b) ~~The changing of the parked position of~~ Moving a vehicle from one parking space ~~directly~~ to another parking space ~~within~~ on the same block face ~~on either side of the street or roadway~~ without traveling through an intersection (not including an alley intersection) shall be deemed one continuous parking period.

~~The parking of any vehicle for longer than the legal period of time as posted on official signs shall be unlawful and a violation of this section. No person shall cause, allow, permit or suffer any motor vehicle to be parked beyond the lawful or legal period of time permitted by subsection (a) of this section.~~

SECTION 3. 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 4. 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 5. 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 of 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:

Shaon Mikhowicz

City Attorney (designee)

SAINT PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

Subject: An ordinance providing for the amendment of the truck routes section of the St. Petersburg City Code; Modifying the definition of restricted vehicles to align with state maximum lengths; clarifying the designated streets and hours for truck use as depicted on the truck routes map; and providing an effective date.

Explanation: It has been determined that minor revisions are required for Section 26-101 of the City Code in order to align with State Statutes and the Truck Route Map. The length of semi trailers must increase by two feet in order to match State Statutes, from 55 feet to 57 feet and the code must be clarified that this limitation applies to the truck trailer, not the trailer and tractor combination. Other minor changes reflect clarifying and providing for more consistent language. A first reading was conducted at the meeting of April 16, 2015.

Cost/Funding/Assessment Information: N/A

Recommendation: Administration recommends approval of the attached ordinance.

Attachments: Proposed Ordinance

Approvals:

EM 4-16-15

Administration

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE TRUCK ROUTES SECTION OF THE ST. PETERSBURG CITY CODE; MODIFYING THE DEFINITION OF RESTRICTED VEHICLES TO ALIGN WITH STATE MAXIMUM LENGTHS; CLARIFYING THE DESIGNATED STREETS AND HOURS FOR TRUCK USE AS DEPICTED ON THE TRUCK ROUTES MAP; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Section 26-101 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-101. - Definitions.

As used in this division the following terms shall have the meanings ascribed to them:

Deviating truck means any restricted vehicle which leaves and departs from a designated truck route while traveling inside the City.

Nontruck routes means streets upon which restricted vehicle traffic is generally prohibited, but upon which restricted vehicle operations are permitted when used as a street of destination.

Truck means any vehicle designed or operated for the transportation of property in the following classifications:

(1) *Unrestricted vehicles* means pickup trucks, vans, and panel trucks with a maximum length of 21 feet and a maximum gross vehicle weight (GVW) of 8,000 pounds, and any single-unit, single-rear-axle truck with a maximum length of 35 feet and a maximum GVW of 35,000 pounds.

(2) *Restricted vehicles* means single-unit, multi-rear-axle trucks with a maximum length of 40 feet and a maximum GVW of 60,000 pounds (including dump trucks and concrete mixers), and all tractor-trailer and semitrailer combinations with a maximum length of ~~55~~57 feet and a maximum GVW of 80,000 pounds excluding unrestricted vehicles. Length limitations apply solely to a semitrailer or trailer, and not to a truck tractor, hitching apparatus, or to the overall length of a combination of vehicles.

Truck route means certain streets as designated in this division, over and along which the restricted vehicles shall operate within the City during designated hours.

Section 2. Section 26-103 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-103. - Designated streets and hours for truck use.

Those streets indicated as Unrestricted Through~~restricted vehicle~~ ~~r~~Routes on the truck route map shall be used for restricted vehicle traffic. Operation of restricted vehicles over and upon the ~~restricted vehicle~~ routes designated Daylight Hours Only shall be prohibited between the hours of 6:00 p.m. through

6:00 a.m. Operation of restricted vehicles upon streets of destination in residential zoning districts shall be prohibited between the hours of 6:00 p.m. and 8:00 a.m.

Section 3. Section 24-104(a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-104. - Observance of truck routes required; exceptions.

(a) *Truck routes for restricted vehicles.* All restricted vehicles shall be operated only over and along the truck~~restricted vehicle~~ routes and streets of destination as designated on the truck route map and only during the times specified.

Section 4. The existing Section 26-106 of the St. Petersburg City Code is hereby deleted in its entirety.

Section 5. The existing Section 26-107 is hereby renumbered to be Section 26-106.

Section 6. Coding: As used in this ordinance, language appearing in struck through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 7. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance,

Section 8. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (Designee)

AN ORDINANCE AMENDING CHAPTER 16 OF THE ST. PETERSBURG CITY CODE BY INCREASING PENALTIES FOR IMPROPER DISPOSAL OF GRASS CLIPPINGS, TREE TRIMMINGS, AND OTHER VEGETATIVE MATERIAL BY COMMERCIAL PERSONS OR ENTITIES; AMENDING CHAPTER 27 TO ESTABLISH INCREASED PENALTIES FOR CERTAIN DISCHARGES INTO THE STORMWATER SYSTEM; CORRECTING A TYPOGRAPHICAL ERROR IN SECTION 27-432; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section one. The St. Petersburg City Code is hereby amended by adding sections 16.40.060.3.1(H)(1) and 16.40.060.3.1(H)(2) to read as follows:

16.40.060.3.1. - Maintenance of trees and vegetation for all properties within the City.

H. It shall be unlawful to dispose, deposit, drop, or place ~~of~~ grass clippings, tree trimmings and other vegetative material in the right-of-way or on the property of another or upon any street or alley or into waters within the City or directly or indirectly into the municipal storm sewer system. This section shall not be construed to prohibit the use of mulching lawn equipment. A violation of this section is transient in nature and irreparable. Any person in violation of this section may be cited immediately upon observation of the violation.

1) Each property owner or occupant of property where activities that violate this subsection occur may be cited for each violation of this subsection.

2) Any person who maintains or removes yard vegetation on behalf of any other person for compensation (e.g. lawn care and lawn maintenance companies, including any and all supervisors and employees) shall be subject to a fine of $500.00 for each violation of this subsection.

Section two. The St. Petersburg City Code is hereby amended by adding a new subsection 27-433(c) as follows:

Sec. 27-433(c). – Enforcement and Penalties.

(c) The fine for each violation of this division shall be $500.00.

Section three. Section 27-432 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-432. - Authorized exceptions.

The following discharges are exempt from the general prohibition set forth ~~under section 27-262~~ in this division:

(1) Water line flushing; landscape irrigation; diverted stream flows; rising groundwaters; uncontaminated groundwater infiltration, as defined at 40 CFR 35.2005(20), to separate storm sewer system, uncontaminated pumped groundwater; discharges from potable water sources; foundation drains; air conditioning condensate; irrigation water; springs; water from crawlspace pumps; footing drains; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street washwater, and discharges or flows from emergency fire fighting activities.

(2) NPDES permit. Any person who holds a National Pollutant Discharge Elimination System (NPDES) permit shall provide a copy of such permit to the person officially designated POD no later than 60 calendar days after issuance and shall be authorized to discharge into the separate storm sewer system in accordance with the terms of that permit.

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

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

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

Approved as to form and content:

City Attorney or Designee

ORDINANCE NO. ___

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY ADDING DIVISION 7 TO CHAPTER 2, ARTICLE V, REQUIRING CONTRACTORS TO EMPLOY APPRENTICES ON MAJOR CONSTRUCTION PROJECTS; PROVIDING THE AUTHORITY FOR THE POD TO PROMULGATE POLICIES AND PROCEDURES TO IMPLEMENT, MONITOR AND ENFORCE THIS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council hereby makes the findings set forth in the City Code sections adopted by this ordinance regarding the importance of requiring contractors to employ apprentices to work on major construction projects.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended by adding a new Division 7, Sections 2-296 through 2-298, to Chapter 2, Article V to read as follows:

Division 7. MAJOR CONSTRUCTION PROJECT REQUIREMENTS

Section 2-296. – Major Construction Project Requirements for Employing Apprentices. Findings; Intent; Definitions

(a) Findings.

(1) The 2015 St. Petersburg unemployment rate is 5.7%. Unemployment is linked to increased crime and lowering the unemployment rate will be a benefit to the safety of St. Petersburg residents.

(2) Journey level construction workers are retiring in numbers greater than the number of applicants to replace those workers, creating shortages of skilled construction workers. According to the United States Census Bureau, roughly 44 percent of the construction workforce is 45 years of age or older and nearly 20 percent of the construction workforce is 55 years of age or older, creating the possibility of the retirement of more than one million construction workers in the next ten years.

(3) A well-trained workforce is critical to the economic and social vitality of the City.

(4) Apprenticeship programs are an effective means of providing training and experience to individuals seeking to enter or advance in the workforce, offering the unique opportunity to earn wages and benefits while acquiring valuable marketable skills.

(5) The City of St. Petersburg awards millions of dollars in contracts for construction projects each year which results in the creation of a wide variety of employment opportunities. Requiring the employment of apprentices on major construction projects will promote business and economic development by increasing the number of experienced and skilled workers in St. Petersburg.

(6) Requiring the employment of apprentices will promote the advancement of skill sets in construction trades to improve the quality and quantity of work. The City is committed to this investment in the region's workforce which it believes will result in construction efficiencies and sustainable construction career paths.

(b) Intent.

The City recognizes the benefits gained in the enhancement of a skilled workforce by the educational opportunities inherent with apprenticeship programs. It is the intent and policy of the City to increase the number of employed apprentices to attempt to counteract the economic and social ills associated with the unemployment levels that exist within the City. In furtherance of this policy, the City is requiring contractors to employ apprentices to work on City construction projects of $5,000,000 or more.

(c) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division with the exception of the definition of "construction" which is defined in subsection (2) of this section.

(2) The following definitions shall apply only to this division:

a. *Apprentice* means any person who is enrolled in and participating in an apprenticeship program as defined and approved by the State of Florida Department of Education.

b. *Construction or major construction project* means a City project of $5,000,000 or more which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.

c. *Employ* shall mean to permit a person to work for wages.

d. *Hours of work performed* means actual hours worked on a major construction project.

e. *Prime contractor or contractor* means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.

f. *Subcontractor* means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.

Section 2-297. Major Construction Project Requirements for Employing Apprentices.

(a) *Apprentice participation percentage.* At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by apprentices employed by prime contractors or subcontractors.

(b) *Bidding.* Prime contractors bidding on major construction contracts must submit a description of their proposed apprentice usage with their bid or proposal. The description must include, but is not limited to, construction trades, program sponsors or sources, subcontractor opportunities and estimated duration of the employment of apprentices.

(c) *Award of contracts.* All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(d) *Changes after work begins.* The prime contractor and subcontractors must make good faith efforts to replace any apprentice who can no longer work on a major construction project with another apprentice in order to achieve the participation percentage.

(e) *Documentation of good faith efforts.* A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor and respective subcontractors are not able to achieve or maintain the required percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the prime contractor or subcontractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of apprentices.

(f) *Required documentation.* The prime contractor shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of apprenticeship status, and employment status of all apprentices asserted to meet the percentage required in this division. The prime contractor shall submit the records to the POD at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion) as measured by payments made as a percent of the original amount. The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(g) *Compliance; Penalties.* Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division shall be deemed a material breach of the contract. A prime contractor's failure to comply with the provisions of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents, or any other available remedies.

(h) *Authority of the POD.* The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(i) *Compliance with federal and state regulations.* The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

Section 2-298. Major Construction Project Incentive Program for Hiring Apprentices.

(a) *Retainage Incentive Authority.* – The POD has the authority to approve reduction of the retainage held on portions of progress payments at each of the following levels of completion of a major construction project: the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion rate). The maximum retainage reduction may result in a reduction from 10% to 7.5% at the 25% point of completion; a reduction from 10% to 5% retainage at the 50% point of completion; and a reduction from 5% to 2.5% retainage at the 99% point of substantial completion.

(b) *Requirements for Incentive.* If all other contract conditions are met by the contractor, in addition to the requirements of this division, the POD may approve a reduction in retainage to be held on portions of progress payments at the 25%, 50%, and 99% points of completion if the contractor hires the determined number of apprentices.

(c) *Maximum retainage reduction.* If the contractor hires the determined number of apprentices, or a pro-rata portion, the contractor will be eligible for a reduction of the retainage held on portions of progress payments at each level of completion of the major construction project as long as the contractor maintains the determined number of apprentices. To qualify for the maximum retainage reduction, the contractor must hire the number of apprentices which equals to the contract amount multiplied by 0.33 multiplied by 0.30 divided by $40,000.

(d) *Partial retainage reduction.* If the contractor does not hire the determined number of apprentices, but does hire apprentices and documents good faith efforts, the reduction in retainage may be pro-rated. The formula for determining a partial retainage reduction equals the

number of apprentices divided by the number of workers required for the maximum retainage reduction multiplied by the maximum retainage, rounded to the nearest 0.5%.

(e) *Affidavit of Compliance*. The contractor must submit an affidavit of compliance which includes a list of the names and phone numbers of the apprentices. The POD will review this affidavit to verify eligibility for a reduction of retainage on progress payments. To qualify for a retainage reduction, the contractor must submit an affidavit of compliance at the 25%, 50% and substantial completion (99% completion rate) levels of project completion as measured by contract payments made by the City.

Section 2. The POD shall prepare an annual report for City Council which should include the dollar amount of each major construction project, the total work hours for each major construction project, and the hours of work performed by apprentices on each project.

Section 3. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. The administration is authorized to commence all actions necessary to implement the provisions of this ordinance within 90 days after this ordinance is enacted.

Section 5. 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:

City Attorney (designee)

Administration:

ST. PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

SUBJECT: **City File LDR-2015-01:** Amending St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs")

REQUEST: First reading and first public hearing of the attached ordinance amending the LDRs making regulatory changes, making clarifications, and improving consistency with state and local law.

ANALYSIS: The Planning and Economic Development Department, working with the City Attorney's office, has prepared the attached proposal to amend the LDRs. The proposal includes 22 items for consideration, generally classified into one (1) of three (3) categories:

- **Regulatory Changes** *mean* amendments resulting from new issues that were not originally contemplated or whose need has emerged from staff's experience in administering the city code. This amendment package includes 17 regulatory changes;

- **Clarifications** *mean* the ongoing effort to provide the clearest regulatory language possible for staff and customers using the city code. These are not policy or regulatory changes; they are simply a clarification or rewrite of existing language. This amendment package includes four (4) clarifications;

- **Consistency Improvements** *mean* to maintain consistency with changes in federal, state and local law. This amendment package includes one (1) consistency improvements.

ADDITIONS: On April 1, 2015, the Development Review Commission ("DRC") reviewed the attached ordinance for consistency with the City's Comprehensive Plan. Since completing its review, one (1) modification and two (2) new additions are proposed. Staff finds that these amendments are consistent with the Comprehensive Plan and recommends approval:

- **Modification.** Amendment to the proposed regulations for a temporary sign, when located along a one-way frontage road. The draft ordinance presented to the DRC recommended that the maximum period of display shall not exceed 30 days per permit; however, the attached ordinance

recommends that display of these signs shall be allowed on weekends, holidays, and twice a year for special events, which shall not exceed seven (7) days per permit. [See Section 9 of the attached Ordinance]

- **Addition.** Amendment to Section 16.50.180.4 pertaining to home occupations and nuisance abatement. The current language regulates noise impacts only. The proposed amendment will also regulate odors, which may emanate from animal keeping, chemical-based activities, etc. [See Section 28 of the attached Ordinance]

- **Addition.** Amendment to Section 12-6(8) of the City Code pertaining to permit fees. Specifically, this amendment adds a new fee for "tree trimming permit, grand trees." The permit requirement was recently established by Ordinance 149-H in December 2014. The recommended permit fee is $40.00. [See Section 26 of the attached Ordinance]

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

On April 1, 2015, the DRC reviewed the attached ordinance and unanimously voted to recommend APPROVAL, based on consistency with the Comprehensive Plan.

Please note, line item no. 3 amending Section 16.40.040 pertains to the use of chain link fencing. One DRC Commissioner expressed a desire to see chain link fencing prohibited along the Central Avenue corridor. The Commissioner's recommendation was not part of the DRC's final vote, nor is it recommended herein.

Citizen Input:

As of this writing, no comments have been received.

Recommended City Council Action:

1. CONDUCT the first reading and public hearing of the proposed ordinance; and
2. SET the second reading and adoption public hearing for May 21.

Attachments: Ordinance
LDR Amendment Table
DRC Staff Report

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY OF ST. PETERSBURG LAND DEVELOPMENT REGULATIONS; CHANGING THE USE MATRIX RELATING TO PERMITTED USES AND PARKING REQUIREMENTS; CHANGING REGULATIONS FOR ACCESSORY STORAGE SHEDS AND FENCES INCLUDING CHANGES TO SETBACKS; PROVIDING ADDITIONAL REGULATIONS FOR RESTRIPING PARKING SPACES AND THE ADDITION OF DISABLED PARKING SPACES; AMENDING SIGN DEFINITIONS; APPROVING NEW EXEMPT SIGNS; APPROVING NEW TEMPORARY SIGNS; ESTABLISHING A TRADITIONAL STREETSCAPE PROGRAM FOR HEXAGON BLOCK SIDEWALKS, BRICK STREETS AND GRANITE CURBS; PROVIDING ADDITIONAL REGULATIONS FOR LOT LINE ADJUSTMENTS AND LOT REFACING AND APPROVING THE SPLITTING OF PLATTED LOTS; AMENDING SITE DESIGN REQUIREMENTS FOR CHILD CARE FACILITIES; AMENDING FLOOR AREA RATIO CALCULATIONS TO PROVIDE FOR EXEMPTIONS FOR CERTAIN BUILDING SQUARE FOOTAGE; PROVIDING FOR REQUIRED DESIGN ELEVATION LINES; AMENDING HEIGHT REGULATIONS; AMENDING THE NOTIFICATION PROCEDURES FOR APPLICATIONS WHICH ARE ONLY APPEALABLE BY THE PROPERTY OWNER; AMENDING THE MINIMUM SQUARE FOOTAGE OF REINSTATED DWELLING UNITS; AMENDING PRELIMINARY PLAT REQUIREMENTS; AMENDING AND ADDING DEFINITIONS; PROVIDING FOR FEES; PROVIDING FOR SIGNAGE FOR PUBLIC UTILITY BICYCLES; PROHIBITING HOME OCCUPATIONS FROM CREATING ODORS NOT USUAL IN A RESIDENTIAL DISTRICT; MAKING INTERNAL LANGUAGE CONSISTENT; CODIFING INTERPRETATIVE LANGUAGE AND CLARIFICATIONS; CORRECTING TYPOGRAPHICAL, GRAMMATICAL AND SCRIVENERS ERRORS; REMOVING OBSOLETE LANGUAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, this ordinance codifies and modifies certain policies established by the City Council concerning hexagon block sidewalks, granite curbs, brick streets and brick alleys; and

Whereas, those policies are set forth in several City Council resolutions which are hereby superseded by this ordinance.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The allowable uses for 'Health Club (more than 5,000 square feet)' for the CCS-1 zoning district in the matrix in Section 16.10.020.1 of the St. Petersburg City Code are hereby amended to read as follows:

CCS-1 from SE to P

Section 2. The minimum parking requirements for the traditional, suburban and downtown tiers for the 'Child Care Facility' use in the matrix in Section 16.10.020.1 of the St. Petersburg City Code are hereby amended to read as follows:

Traditional tier - 1 per 10 ~~5~~ children and 1 for each employee~~; Stacking and loading areas required~~
Suburban tier - 1 per 10 ~~3~~ children and 1 for each employee~~; Stacking and loading areas required~~
Downtown tier - 1 per 10 children and 1 for each employee~~; Stacking and loading areas required~~

Section 3. The "Minimum Lot Size, Maximum Density and Maximum Intensity" tables in Sections 16.20.010.5, 16.20.020.6, 16.20.030.5, 16.20.040.4, 16.20.050.6, 16.20.060.5, 16.20.070.5, 16.20.080.5, 16.20.090.5, 16.20.130.6, and 16.20.150.5 of the St. Petersburg City Code are hereby amended by adding an unnumbered footnote at the end of the table to read as follows:

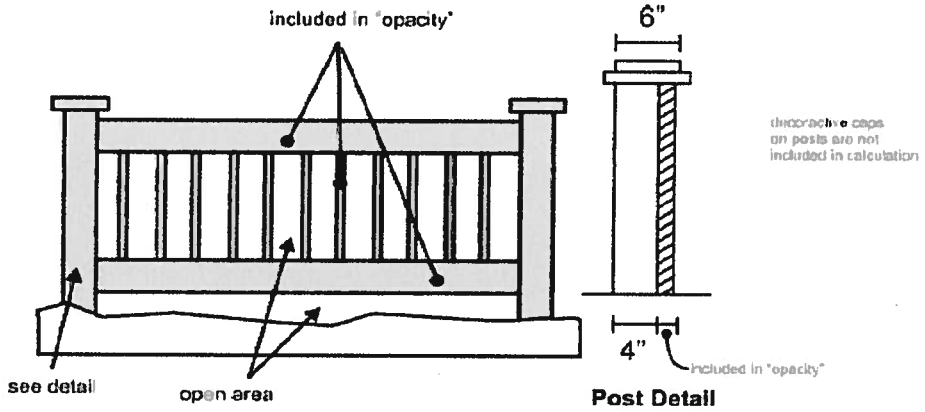
For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently Sec. 16.50.200).

Section 4. The St. Petersburg City Code is hereby amended by deleting Section 16.20.020.7.2, 'Accessory Storage Sheds on Waterfront Lots' and removing it in its entirety from the City Code.

Section 5. Section 16.40.040.3.5.C.4 of the St. Petersburg City Code, pertaining to Fences, Walls and Hedges, is hereby amended to read as follows:

5. DESIGN AND OTHER RELATED REGULATIONS
4. On all properties (excluding properties with industrial, single-family, and duplex uses)~~ visible from any major street~~, fences and walls visible from any street (not including alleys) shall be decorative or shall be vinyl-coated chain-link (including stands, poles, and rails). ~~Fences which are screened by required landscaping shall be exempt from the decorative or vinyl-coated fencing requirement.~~ Vinyl-coated chain-link fences and opaque fences or walls more than 4 feet in height, which abut a street

(not including alleys), shall be setback a minimum of 2 feet from the property line and shall be landscaped in accordance with the section regulating Landscaping and Irrigation.



Section 6. Section 16.40.090.3.4.B.8 of the St. Petersburg City Code, pertaining to restriping existing parking spaces and vehicle use areas, is hereby amended to read as follows:

8. *Striping.* All paved parking areas shall be striped in conformance with the parking ~~dimension~~ standards of this section and any required conditions of approval. When restriping an existing parking lot (whether after repaving, sealing, or any other reason), the restriping shall match the striping required in the most recent approval for the site which addressed striping, or the site shall be striped in conformance with this section, if possible. When state or federal laws require that additional disabled parking spaces be provided, the striping pattern may be adjusted to provide for the additional disabled parking spaces. The striping plan for the required number of parking spaces may be modified to allow for the additional disabled parking space, but should conform to the original plan to the greatest extent possible. Where the requirement for additional disabled parking spaces reduces the number of available parking spaces to a number less than the minimum required number of parking spaces for the site and the minimum number cannot be provided, this shall not require a variance, but this number shall become the minimum number of parking spaces required for this site until it is rehabilitated.

Section 7. The 'Government and public signs' and 'Neighborhood and business recognition signs' in the Exempt Signs list in Section 16.40.120.3.2 of the St. Petersburg City Code are hereby amended to read as follows:

Government and public signs. Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail. Such signs shall not exceed nine square feet unless a larger sign is required by law. Directional signs may include wayfinding signs.

* * * * * *

Neighborhood and business recognition signs. Such signs shall be allowed for properties that are recognized by a neighborhood or business association as part of a regular program pursuant to a neighborhood or business plan which has been accepted by the City. Such signs shall not exceed six square feet and six ~~four~~ feet in height.

Section 8. Section 16.40.120.3.2 of the St. Petersburg City Code is hereby amended to add new exempt signs for 'banners, place of public assembly' and 'wayfinding signs', in the appropriate alphabetical location, to read as follows:

Banners, place of public assembly. Banners at an arena, theater, or other place of public assembly on a site consisting of five acres or more with 1,900 or more fixed seats shall be allowed in addition to any other allowable signage. Such banners may include the name and logo(s) of the primary user of the facility. A company or corporate logo or name of any entity with a business location on the site, other than the primary user, may be allowed, provided that such logo(s) or text shall be limited to no more than 10% of the overall graphic area and shall be located in the lower 20% of the banner. Any such banners shall comply with any applicable provisions of the Florida Building Code, St. Petersburg Fire Code, Florida Statutes (F.S. 479 Outdoor Advertising currently regulates banners within 660-feet from the interstate) and any other applicable laws. There is no limitation on the overall size of the banner. The banner shall not cover any character defining feature of the building, including but not limited to doors, windows, pilasters and other architectural features.

* * * * * *

Wayfinding signs are directional signs within the right-of-way that provide individual names of private businesses and minimal directions to their location for pedestrians. Such signage shall be reviewed by the City as part of a districtwide directory sign program and shall include uniform design, dimensional, location and other standards as specifically set forth in this section.

Section 9. Section 16.40.120.15.H of the St. Petersburg City Code is hereby amended to read as follows:

H. Temporary signs.

1. Temporary signs, banners. Up to two banner signs per site or business shall be permitted in any zoning district, except at residential uses having ten dwelling units or less. Such banners shall be attached to an existing freestanding sign structure or to a legally permitted structure or building. The maximum area of each banner shall not exceed 48 square feet. The maximum period for display shall not exceed 14 days per permit.

2. Temporary signs, cold-air inflatable. One cold-air inflatable sign per site shall be permitted in commercial corridor, downtown, and suburban center districts. Signs

attached to or integrated into inflatable devices shall not exceed 150 square feet. The actual inflatable device shall not exceed 25 feet in any dimension and shall be firmly attached to the ground. The maximum period for display shall not exceed ten days per permit.

3. Temporary signs, freestanding. One freestanding temporary sign per site shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. The maximum period for display shall not exceed 30 days per permit.

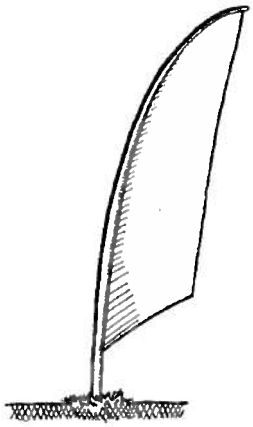
4. Temporary signs, wind feather. In lieu of a temporary freestanding sign or a temporary banner, one wind feather sign per site or business shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of fifteen feet. The maximum period for display shall not exceed 30 days per permit.

5. Temporary signs, *one-way frontage roads.* Additional freestanding temporary signs shall be allowed on properties that front on one-way frontage roads, subject to all other provisions of this Code. A maximum of two temporary signs shall be permitted on properties with lot frontages of 100 feet or less. One additional temporary sign shall be permitted for each additional 100 feet or portion thereof of lot frontage (for example, a maximum of three temporary signs shall be permitted for properties with lot frontages more than 100 feet up to 200 feet, and a maximum of four temporary signs shall be permitted for properties with lot frontages more than 200 feet up to 300 feet). Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. These additional signs shall be allowed on weekends, holidays and twice a year for special events which not exceed 7 days per permit.

6. Frequency. The use of temporary signs shall be restricted to four times per calendar year per site, per business, regardless of the type of sign displayed unless greater restrictions are set forth herein for a temporary sign. A display of temporary signs may consist of any combination of the types of temporary signs listed above; provided, that the maximum period for displays of a sign type shall not be exceeded.

Section 10. Section 16.40.120.19 of the St. Petersburg City Code is hereby amended to add a new definition for 'wind feather', in the appropriate alphabetical location, to read as follows:

Wind feather sign means a type of temporary lightweight sign comprised of a frame pole and/or base which may be made of metal, plastic or any other substance, to which a vinyl, nylon, canvas, polyester, or other type of fabric, sign is attached.



Section 11. The St. Petersburg City Code is hereby amended by adding a new Section 16.40.130, Streetscape Preservation, Traditional, to read as follows:

SECTION 16.40.130 - STREETSCAPE PRESERVATION, TRADITIONAL

16.40.130.1 Applicability
16.40.130.2 Purpose
16.40.130.3 Hexagon Block Sidewalk Repair and Replacement
16.40.130.4 Brick Streets, Brick Alleys and Granite Curbs

16.40.130.1 Applicability

This section applies to a traditional streetscape,subject to the limitations set forth herein, that includes one or more of the following elements:

1. Hexagon block sidewalks;
2. Brick streets;
3. Brick alleys; and
4. Granite curbs.

16.40.130.2 Purpose

Hexagon block sidewalks, brick streets, brick alleys and granite curbs add to the historic and architectural character of our community. The purpose of this section is to preserve these desirable elements.

16.40.130.3 Hexagon Block Sidewalk Repair and Replacement

A. Definition. For the purpose of this section,
   1. 'hexagon block sidewalks' shall mean any sidewalk surface which is currently constructed of hexagon-shaped paver block.
   2. 'sidewalk' shall mean the paved area in the right of way that is intended for use by pedestrians and is the minimum width required by the Subdivision Section.

3. 'parkway' shall mean that area, whether paved or not, between the sidewalk and curb, and between the sidewalk and property line.

B. Applicability. Hexagon block sidewalks shall be repaired and replaced, in the manner set forth in this section, in the following areas:

1. All local and National Register historic districts, including districts that have received official designation or have applied for local or National Register designation and which contain hexagon block sidewalks which are identified as a contributing element. Property which is included in an active designation request is only subject to this section after the POD has determined that the application is complete and hexagon block sidewalks are identified as a contributing element of the proposed district. If the request is denied, the property shall no longer be subject to this section;

2. Old Southeast Hexagon Block Preservation District;

3. Sidewalks abutting local landmarks.

4. The right of way (not including the vehicular driving area) immediately fronting a subject property may include both a sidewalk and a parkway.

C. Sidewalk Preservation. In areas regulated by this section, where hexagon blocks currently exist as part of the public sidewalk, the City and the adjoining property owner(s) shall maintain and preserve the hexagon blocks and are prohibited from installing any alternative construction material that is different from the existing hexagon block sidewalks. The use of a decorative hexagon block surface pattern is prohibited at these locations.

D. Sidewalk Replacement. In areas regulated by this section, when the City is replacing an existing sidewalk and assessing the property owner, the City shall install hexagon block sidewalks at no additional charge to the property owner (over the cost of installing a concrete sidewalk) when the following conditions are met:

1. The subject area has had an approved historic survey or has been determined eligible for designation as a National Register Historic District and/or a Local Historic District;

2. Hexagon block sidewalks are identified as a contributing historic element in a historic district or a specific block face in a historic survey area;

3. Hexagon block sidewalks were the original sidewalk material;

4. At least one entire block face of concrete sidewalk is scheduled for replacement; and

5. The property owners of at least 50% plus one foot of the lineal footage abutting the sidewalk request that the concrete sidewalk be replaced with hexagon block sidewalk in writing.

E. Exemptions. Exemptions to the requirements of this section are discretionary, legislative actions and are not appealable. Exemptions may be initiated by City Council or an abutting property owner. Requests for an exemption shall be made to the Community Planning and Preservation Commission who shall hold a public hearing after providing mailed notice to abutting property owners and at least one posted notice on each block face.

16.40.130.4 Brick Streets, Brick Alleys and Granite Curbs

A. Definition. For the purpose of this section, "brick streets" shall mean any street surface constructed of brick and shall include any existing granite curbing.

B.Applicability. All unpaved brick streets or any portion thereof, within the City, shall remain and be maintained as brick streets, unless an exemption is granted or is specifically identified in this section.

1. Traffic safety. When a non-brick street or alley within the City intersects with an existing brick street or alley, and the non-brick street or alley is being reconstructed or resurfaced, the intersecting area of the existing brick street or alley may be reconstructed or resurfaced with the materials of the non-brick street or alley in order to create a smooth transition between street surfaces for vehicular safety. The intersecting area to be resurfaced or reconstructed shall be limited to the minimum area necessary to create the smooth transition to the existing brick street or alley and to promote safety as determined by the POD.

2. Pedestrian safety. When a brick street or alley within the City intersects with an existing non-brick street or alley, and the non-brick street or alley is being reconstructed or resurfaced, the intersecting area of the existing brick street or alley may be reconstructed or resurfaced with the materials of the non-brick street or alley in order to create or enhance a safe pedestrian crossing. The intersecting area to be resurfaced or reconstructed shall be limited to the minimum area necessary to promote and enhance pedestrian safety when crossing the existing brick street or alley as determined by the POD.

3. Traffic calming devices on all unpaved brick streets within the city are exempt from the requirements in this section. For the purposes of this section, "traffic calming devices" shall mean changes in street alignment, installation of barriers and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of traffic safety, liability or other public purpose and shall include, but not be limited to, speed humps, speed bumps and plateaus.

C. Brick Street Restoration. Brick streets which have been paved with an alternative surface material may be converted back to brick by resolution of the City Council on its own motion or if 50 percent (%) plus one (1) of the owners of abutting properties petition the City for such conversion. As set forth in City assessment policy, abutting property owners shall be assessed the total cost of converting the street back to brick, less any cost that might be incurred if the existing street needs repair. City Council may approve the petition if it determines that it is in the best interest of the City.

D.Granite Curbing Preservation. All existing, granite curbing throughout the City shall be repaired or replaced in-kind whether or not the curbing is located adjacent to brick streets. Use of concrete curbs along radii, curb cuts, and handicapped ramps to replace existing granite curbs is allowed.

D. Exemptions. Exemptions to the requirements of this section are discretionary, legislative actions and are not appealable. Exemptions may be initiated by City Council or an abutting property owner. Requests for an exemption shall

be made to the Community Planning and Preservation Commission who shall hold a public hearing after providing mailed notice to abutting property owners and at least one posted notice on each block face.

Section 12. Section 16.40.130 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.140.2.3. - Lot refacing.

A. Procedure. For procedures, see applications and procedures section.

B. Lot refacing means the reorientation ~~restoration~~ of abutting platted lots that are situated on a street intersection, in order to change the location of the front yard and includes the accompanying lot line adjustment.

C. Standards for review. In reviewing an application, the POD, DRC or City Council shall consider the following criteria:

1. Applications for a lot refacing shall, at a minimum, include two platted lots.

2. In the NT and NS zoning districts, no refacing from a local street to a collector or arterial, or through street, as shown on the major street map, shall be approved.

3. No lot having less area than the smallest of the lots included in the application shall be created.

4. Easements for public utilities, storm drainage, and corner right-of-way easements shall be provided as required. The applicant shall pay any costs of utility adjustments, extensions, relocations, and connections.

5. Any unpaid outstanding liens and assessments owed to the City shall be satisfied as a condition of lot refacing.

6. Consistency with the established neighborhood pattern shall be maintained, including lot dimensions, utility and parking functions, alley access, and sanitation services.

D. Replatting. Replatting is ~~shall be~~ required if the lot refacing results in the property that is the subject of the application being divided into a ~~net increase~~ total of three or more lots ~~more than the original number of platted lots that are the subject of the application~~.

Section 13. Section 16.40.140.2.4 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.140.2.4. - Lot line adjustments and lot splits.

A. Procedure. For procedures, see applications and procedures section.

B. Definition. The term "lot line adjustments" means the adjustment ~~moving~~ of ~~a~~ the platted lot line(s) between two or more abutting platted ~~adjoining~~ lots of record which changes the size of the buildable lots. The term 'lot split' means the creation of one or more lots from a platted lot of record which changes the number of buildable lots.

C. Standards for review. In reviewing an application, the POD, Development Review Commission, or City Council, shall consider the following criteria:

1. Easements for public utilities including stormwater drainage ~~as required~~ shall be provided as required. The applicant shall pay any costs of utility adjustments, extensions, relocations, and connections.

2. Any unpaid outstanding liens and assessments owed to the City shall be satisfied as a condition of lot line adjustment or lot split.

3. Consistency with the established neighborhood pattern shall be maintained, including lot dimensions, utility and parking functions, alley access, and sanitation services.

4. All lots must be owned by the same entity or have the written consent of the property owner.

5. Lot line adjustments and lot splits shall not create more than two additional buildable lots.

6. For lot line adjustments, all lots shall meet the minimum lot size of the zoning district, unless one or more of the original lots do not meet the minimum lot size, then no lot having less area than the smallest of the lots included in the application shall be created.

7. For lot splits, no variance to the minimum lot area requirements of the zoning district is allowed.

D. Replatting. Replatting is ~~shall be~~ required if the lot line adjustment or lot split results in the property that is the subject of the application being divided into a total of ~~not increase~~ of three or more lots ~~more than the original number of platted lots that are the subject of the application~~.

Section 14. Section 16.50.020.4.1 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.020.4.1. - Accessory storage structure.

Within Neighborhood districts, one accessory storage structure (typically a pre-constructed shed) shall be allowed, as provided in the setbacks section, so long as it complies with all of the following criteria. Structures that do not comply with all of the following criteria shall comply with the setbacks for the zoning district.

1. Size and height. The structure shall not exceed 100 square feet in area and 10 ~~ten~~ feet in height.

2. Anchoring. The structure shall be properly anchored to resist wind and other forces.

3. Utility easements. If a structure is secured to the ground by a foundation and not capable of being moved intact, no portion of the structure shall encroach into a utility easement.

4. Right-of-way and access easements. No structure shall encroach into a right-of-way or private access easement.

5. Use restrictions. The structure shall only be utilized for storage and shall not be used for operation of mechanical equipment.

6. Additional structures. Any additional accessory storage structures, regardless of size or type, shall comply with the setbacks for the zoning district.

7. Street side and waterfront yards. The structure shall not be located in street side or waterfront yards. Where such yards exist, the structure shall comply with the setbacks for these yards for the zoning district.

~~a. For accessory storage structures on waterfront lots in the NS-1 district, see the district regulations for additional requirements for interior yards.~~

8. Special circumstances for storage structure from front property line. On a through lot which meets the width, depth and area requirements for a lot in that zoning district, if one front yard has a solid, not less than five-foot high, decorative wall or fence which allows no vehicular access through that front yard, one accessory storage structure is allowed no more than ten feet from the front property line.

9. Design standards. Where an accessory storage structure is located within the rear one-third of a property, 200 square feet or less in gross floor area, ten feet or less in overall height to the top of roof peak, and screened by a solid masonry wall or decorative wood or vinyl fence measuring six feet or more in height, the accessory storage structure is exempt from the requirement to utilize the architectural style and construction materials of the existing principal structure.

10. All accessory storage structures shall comply with the Florida Building Code and St. Petersburg Fire Code (e.g. building separation and egress).

Section 15. Section 16.50.070.3.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.070.3.2. - Site design.

A. ~~Drive-through loading areas, if proposed, shall be designed to accommodate peak-hour demand and to avoid vehicles queuing into the public right-of-way.~~

~~B.~~ Vehicles shall be directed toward main roads and not into residential neighborhoods.

B~~C~~. A use operating within a single-family residence is exempt from parking regulations.

Section 16. Section 16.50.200.3.1 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.200.3.1. - Maximum density and intensity.

A. Maximum development of a mixed use shall be governed by the floor area ratio regulations of the zoning district.

B. The number of dwelling units on the site shall not exceed the maximum density allowed by the zoning district.

C. For mixed-use developments located within a P~~p~~lanned R~~r~~edevelopment-R~~r~~esidential (PR-R), P~~p~~lanned R~~r~~edevelopment-M~~m~~ixed-U~~u~~se (PR-MU), P~~p~~lanned R~~r~~edevelopment-C~~c~~ommercial (PR-C), C~~c~~entral B~~b~~usiness D~~d~~istrict (CBD) or C~~c~~ommunity R~~r~~edevelopment D~~d~~istrict (CRD) future land use category, the floor area of the residential and nonresidential uses shall be counted in determining the gross floor area of the building. The gross floor area shall not exceed the maximum floor area ratio allowed unless an exemption is specifically authorized in this Chapter. ~~Unless required by the zoning district regulations, the floor area of parking structures shall not be counted in determining the gross floor area of the building.~~

D. For mixed-use developments located within all other future land use categories, the number of units and the gross floor area of all nonresidential uses shall not exceed the number of units allowed per acre and maximum floor area ratio

allowed unless an exemption is specifically authorized in this Chapter. ~~Unless required by the zoning district regulations, the floor area of parking structures shall not be counted in determining the gross floor area of the building.~~

Section 17. Section 16.60.010.5.A of the St. Petersburg City Code is hereby amended to read as follows:

16.60.010.5. - Floor area ratio.

A. Floor area ratio (FAR) is the measurement of intensity of building development of a site. A floor area ratio is the relationship between gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor area of all buildings on the site and dividing the sum by the net ~~gross~~ land area. For example, a floor area ratio of 1.0 means one square foot of building may be constructed for every one square foot of lot area. The following are not included in calculating the floor area:

1. Public atriums, indoor plazas and courtyards.

2. Parking structures, except as may otherwise be provided within a zoning district. This includes all ramps, stairs, elevators and mechanical rooms which serve the parking garage as well as any bicycle racks and bicycle storage areas.

3. Other qualified exemptions for land use types, building design, site layout and orientation features provided within a zoning district.

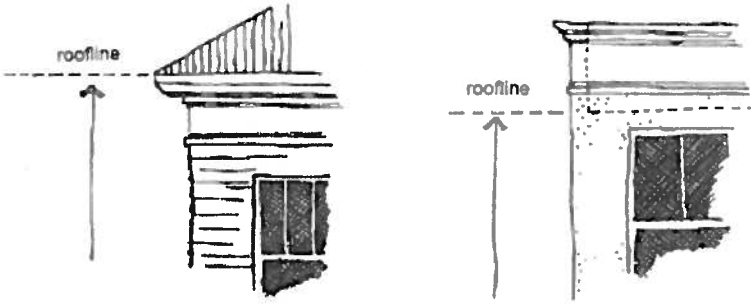
Section 18. Section 16.60.010.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.60.010.6. - Height measurement.

A. Outside of special flood hazard areas ~~flood zones~~, building height shall be measured from the mean elevation of the existing grade to the beginning of the roofline or roof peak, as determined within the individual zoning districts.

B. Within special flood hazard areas ~~flood zones~~, building height shall be measured from the required design ~~base~~ flood elevation line as measured to the finished floor to the beginning of the roofline or roof peak, as determined within the individual zoning districts.

C. Pitched roofs shall be measured at the point farthest from the side of the building and flat roofs with decorative parapets will be measured at the lowest point of the parapet wall.



D. For structures other than buildings, height shall be measured from the mean elevation of the existing grade to the highest point of the structure above the existing grade.

E. For all properties subject to the Albert Whitted Airport overlay regulations, the building height shall be measured from the mean sea level elevation datum unless specified otherwise.

F. Exemptions to the maximum height requirements are outlined in the height, maximum allowable and encroachments section.

Section 19. The allowable setbacks for 'sheds' in Section 16.60.050.2 of the St. Petersburg City Code is hereby amended to read as follows:

	F	No encroachment allowed, except as noted in the use-specific development standards for accessory structures.	No encroachment allowed, except as noted in the use-specific development standards for accessory structures.
Shed (only one shed may encroach into the setback. The maximum horizontal dimension for each side shall be 10 ft. and the maximum height shall be 10 ft.)	R	Anywhere within rear 20 ft. of lot	Anywhere within rear 20 ft. of lot
	SS	No more than 5 ft. from setback line, within the rear 20 ft. of lot not allowed	No more than 5 ft. from setback line, within the rear 20 ft. of lot NS-1 only - see district regulations
	S	No closer to property line than 3 ft.	No closer to property line than 3 ft.
	W	No encroachment allowed.	No encroachment allowed.

Section 20. Section 16.70.010.4.A of the St. Petersburg City Code is hereby amended to read as follows:

A. Notice requirements. The City Council, Development Review Commission, and Community Planning and Preservation Commission shall provide the supplemental notice set forth in this section for public hearings. For those applications which the POD has the authority to review and approve and which are made appealable to a board or commission of the City or City Council, the POD shall comply with the written and posted supplemental notice requirements set forth in this section. For applications for which an appeal may only be made by the property owner, such notice shall only be required to be made to the property owner.
Such supplemental notice shall only apply to decisions of the POD which are made concerning a written request or application for which the applicant has paid a fee and for which the POD gives a written approval or denial.

Section 21. Section 16.70.040.1.14.E.9 of the St. Petersburg City Code is hereby amended to read as follows:

9. ~~An efficiency/studio~~ A dwelling unit having not less than 220 ~~320~~ square feet and not more than 375 square feet may be reinstated if the site provides at least the minimum number of off-street parking spaces for the number of units to be reinstated. No variance from this minimum size requirement or this minimum parking requirement may be granted;

Section 22. Section 16.70.050.1.7.B of the St. Petersburg City Code is hereby amended to read as follows:

B. Application. An application shall include the following information in addition to the information that the POD may generally require for a preliminary plat application:

1. A 24" x 36" black line print of the subject property prepared by a registered surveyor at a scale of not less than 100 feet to the inch, meeting all the requirements of this chapter ~~and F.S. ch. 177~~. The preliminary plat shall include the following information:

a. The subdivision title, date, north point, scale and a brief description, including township and range. The title shall as nearly as possible identify the area of the City in which the proposed subdivision is located;

b. The name and the address of the owner and the surveyor; if the property is owned by a corporation or company, the name and address of its president or other responsible party shall be given;

c. The boundaries and dimensions of the tract to be subdivided;

d. Wooded areas, marshes, preservation areas and other conditions affecting the site;

e. The location of existing and proposed property lines, streets, watercourses, railroads, bridges, power transmission and distribution lines, sewer, gas and water mains, culverts and drainpipes, City limits and any public utility easements on the land to be subdivided; ~~also~~ the location of all structures on the land to be subdivided; and the exact location of the intersections of all adjacent streets within the boundary of the proposed plat ~~shall be given~~;

f. The names of the adjoining subdivisions;

g. The locations, dimensions and purposes of proposed rights-of-way, easements and waterways; street names; and pavement widths when unusual intersections occur or medians or planter islands are proposed or when paving width in excess of 24 feet is required;

h. The proposed lot lines, lot and block numbers, and approximate dimensions;

i. The approximate radii of all curves;

j. On acreage or fill areas, a tie to the nearest section corner, quarter section or other known point;

k. When topography controls the street and lot layout, approximate contours with a vertical interval of not more than one foot referred to City datum;

l. Existing and proposed parks, school sites or other public open spaces on the plat;

m. Plat language, when required in conjunction with special developments or conditions.

Section 23. The definition of 'gross land area' in Section 16.90.020.3 of the St. Petersburg City Code is hereby amended to read as follows, and should be placed in the appropriate alphabetical location:

Net ~~Gross~~ land area means the total land area within the property boundaries of the subject parcel, but not including submerged land or previously dedicated public road rights-of-way.

Section 24. Section 16.90.020.3 of the St. Petersburg City Code is hereby amended to add a definition for 'required design flood elevation,' which should be placed in the appropriate alphabetical location, to read as follows:

Required design flood elevation line means the base flood elevation line plus the locally adopted minimum required freeboard standard.

Section 25. The 'permit fee for application with inspections to be performed outside entity (contracted by applicant)' in Section 12-6 (7)(a) of the St. Petersburg City Code is hereby amended to read as follows:

Permit fee for application with inspections to be performed outside entity (contracted by applicant):

The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be one-half of the permit fee ~~$1.00 per square foot~~ of the proposed structure as calculated pursuant to this Chapter, with a minimum $55.00 fee (this does not include any fees paid to the outside entity).

Section 26. The St. Petersburg City Code is amended by adding new fees for 'tree trimming permit, grand trees', 'street name change' and 'lot line splitting' in the appropriate alphabetical locations in Section12-6(8) to read as follows:

Lot line splitting:

Administrative review 200.00
Commission review 300.00

Street name change 1,000.00

Tree trimming permit, grand tree, per tree 40.00

Section 27. Sections 26-261920 and (7) of the St. Petersburg City Code are hereby amended to read as follows:

(2) Maintenance. All bicycle racks shall be made of weather and vandalism resistant material and finishes which are sufficiently durable so as not to be damaged by the constant abrasion from bicycles, shall be consistent with any streetscape furnishings in the immediate vicinity and shall be maintained in accordance with standards set by the POD. Any damage shall be repaired within ten days.

* * * * * * *

(7) Signage. In addition to any signs allowed by the sign section of the land development regulations (chapter 16), where bicycle racks are not directly visible ~~and obvious~~ from the ~~public~~ rights-of-way, one directional sign~~s~~ may be provided to direct the bicyclist to the bicycle rack or parking station. Indoor directional signs to bicycle racks inside a structure may be posted by the property owner. In addition to directional signs, two other signs shall be allowed at each bicycle rack which shall not exceed two square feet and shall not be higher than the highest part of the bicycle rack. Bicycle parking stations in designated Activity Centers which are visible from a right-of-way may contain the following additional signage:

a. For bicycle parking stations within 100 feet of a parcel zoned NT or NS, signage is limited to two sign faces, no more than 4 square feet in area per sign face, which shall not be illuminated.
b. For bicycle parking stations in other locations, signage is limited to two sign faces, no more than 20 square feet in area per sign face, which must be attached to the bicycle parking station.
c. Electronic message center signs are prohibited.
d. Signs shall not be illuminated except with back lighting.
e. Signs shall not exceed 8 feet in height.

Section 28. Section 16.50.180.4.F of the St. Petersburg City Code is hereby amended to read as follows:

> Home occupations shall not ~~which~~ create any noise not usual to a residential district between the hours of 7:00 p.m. and 9:00 a.m.~~or which involve the~~ The use of power tools is ~~are~~ prohibited between the hours of 7:00 p.m. and 9:00 a.m. Doors and windows of the principal or accessory structure shall be closed when such noise is created or power tools are in use. Home occupations shall not create any odors not usual in a residential district, nor shall they create odors that are usual in a residential district to a greater degree than is usual.

Section 29. Coding: As used in this ordinance, language appearing in ~~struck-through~~ type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 30. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 31. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY (designee)

LDR 2015-01 - LAND DEVELOPMENT REGULATIONS (LDRs) CODE IMPROVEMENTS

	SECTION NO.	SECTION TITLE	COMPLEXITY	DESCRIPTION
1	16.10.020.1	Use and Parking Matrix: *Fitness Centers*	Regulatory Change	**Problem Statement:** Section 16.10.020.1 titled, "Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix" requires Special Exception approval for health clubs measuring 5,000 square feet or more in total size when located within the CCS-1 (Corridor Commercial Suburban) zoning classification. The basis for this distinction is not known to the current staff or recorded as part of any previous determinations or action. The parking turn-over and vehicle traffic for this land-use type may be higher than other non-residential activities, but it is entirely compatible with other retail uses that are currently allowed by right within the CCS-1 zoning classification. Within this context, the requirement for Special Exception approval is an unnecessary and expense for the property owner. **Requested Action:** Amend Section 16.10.020.1 thereby allowing health clubs measuring 5,000 square feet or more in total size to be approved by right when located within the CCS-1 zoning classification.
2	16.20.010.5, *16.20.020.6* *16.20.030.5* *16.20.040.4* *16.20.050.3* *16.20.060.5* *16.20.070.5* *16.20.080.5* *16.20.090.2* *16.20.130.3* *16.20.150.5*	Zoning Districts: Development Potential *Minimum Lot Size, Maximum Density and Maximum IntensityTable*	Clarification	**Problem Statement:** Each zoning district within the City's Land Development Regulations (LDRs) includes a section titled "Development Potential" with an accompanying table regulating the *minimum lot size, maximum density and maximum intensity*. For Mixed Use projects which include both residential and non-residential, density and intensity is further governed under Section 16.50.200.3.2., and the calculation for maximum Development Potential is dependent upon the underlying land use classification. There is currently no reference to the Mixed-Use **Requested Action:** Add a footnote to each of the subject tables cross-referencing the use specific development standards for mixed-use developments.
3	16.40.040	Fences, Walls & Hedges: *Chain Link Fencing*	Regulatory Change	**Problem Statement:** The City Council previously directed staff to analyze the current fence height and design regulations for properties abutting Central Avenue. Current fence regulations allow a six (6) foot high fence or wall to be placed on the property line in non-residential zoning districts where the building setback is zero (0) feet, such as along Central Avenue. Where proposed, chain link fencing is required to be vinyl-coated or landscaped when visible from a major street, as identified on *Map 20: Future Major Streets Map, St. Petersburg Comprehensive Plan.* **Requested Action:** (1) Amend Section 16.40.040 to require vinyl coating on chain link fencing visible from all streets, and not just major streets. (2) Amend Section 16.40.040 to reduce the overall fence or wall height: a. For an opaque fence, wall or a chain link fence, the maximum height allowed at the property line should be four (4) feet; b. For an opaque fence, wall or a vinyl-coated chain link fence measuring more than four (4) feet up to a maximum of six (6) feet, a two (2) foot setback with exterior landscaping is required.
4	16.40.090	Parking & Loading, Design Standards: *Applicability for Restriping*	Clarification	**Problem Statement:** (1) Section 16.40.090.3.4.B.8 of the LDRs states, "*Striping.* All paved parking areas shall be striped in conformance with the parking dimension standards." The current language provides little direction for how to review the restriping of existing parking areas. This has resulted in confusion about whether the language requires full compliance with the standards in effect at the time of restriping. Property owners and tenants should be allowed to perform general maintenance of the parking surface without triggering a major realignment of the parking layout and spacing. (2) Regardless of whether the property owner and tenant is proposing to restripe or resurface a parking area, the Florida Accessibility Code and federal law requires full compliance with the minimum requirements for disabled or handicapped accessible parking. In some instances, this has reduced the number of parking spaces provided below the minimum number of parking spaces required. **Requested Action** (1) Amend Section 16.40.090.3.4.B.8 of the LDRs to more clearly distinguish between restriping and resurfacing. In cases where the property owner is performing general maintenance, including sealing and restriping, full compliance with the current standards will not be required. If the property owner is proposing a wholesale realignment of the parking area, or if the property owner is proposing to completely reconstruct the parking area, then full compliance with the minimum standards for parking layout and spacing is required. (2) Amend Section 16.40.090.3.4.B.8 of the LDRs to accommodate a minor reduction in the number of parking spaces provided as a direct result of the property owner or tenant's obligation to comply with the Florida Accessibility Code and federal law for disabled or handicapped accessible parking.

5	16.40.120	Signage: *Banners, Place of Public Assembly*	Regulatory Change	**Problem Statement:** The City has received a number of inquiries to add decorative banners to places of public assembly, which include performing arts and sporting venues. These decorative banners are common additions to similar facilities in the Tampa Bay area including the Straz Center for the Performing Arts, Amelie Arena and Raymond James Stadium. While recent amendments to the definition for "artwork" permit certain photographs and illustrations, the definition explicitly prohibits inclusion of a company or corporate logo or text. For places of public assembly that normally depict athletes in official uniforms including both a corporate logo and text, this restriction is unnecessarily prohibitive. **Requested Action:** Amend the LDRs adding reference to "*Banners, Place of Public Assembly*." Qualified signage shall be located on-site, the subject property shall measure a minimum five (5) acres or more, and include 1,900 or more fixed seats. Tropicana Field, Al Lang Field, and the Mahaffey (Performing Arts) Theater at the Duke Energy Center for the Arts would qualify under the proposed conditions. This amendment would permit the use of photographs and illustrations, such as depictions of musicians and athletes in official uniforms including both a corporate logo and text. Accommodation for a sponsorship logo is also included in the recommendation provided that such sponsorship logo does not to exceed 10 percent (%) of the size of the overall graphic and shall be located in the lower 20 percent (%) of the banner.
6	16.40.120	Signage: *Wayfinding Signs*	Regulatory Change	**Problem Statement:** Pedestrian wayfinding signs are not identified in Section 16.40.120 regulating signs within the City of St. Petersburg; however, one (1) study prepared by the Urban Land Institute (ULI) recommended installation of wayfinding signs to improve pedestrian circulation and one (1) study commissioned through the City's Transportation and Parking Management Department evaluated installation of wayfinding signs throughout the downtown center. This study is currently being updated for final authorization and implementation. **Requested Action:** Amend Section 16.40.120.3.2 pertaining to exempt signs by adding reference to wayfinding signs under the description for government and public signs, and including use of sign sponsor copy.
7	16.40.120	Signage: *Wind Feather Signs*	Regulatory Change	**Problem Statement:** From time to time, new sign innovations enter the marketplace that did not previously exist and were therefore not contemplated within Section 16.40.120 regulating signs within the City of St. Petersburg. The City of St. Petersburg has recently received a number of requests for the installation of wind feather signs, which are a type of temporary lightweight sign comprised of a partial metal or plastic frame pole and base to which a vinyl, nylon, canvas or polyester fabric sign is attached. City staff has attempted to accommodate these requests by interpreting the existing sign code without the benefit of specific regulations for wind feathers. **Requested Action:** Amend Section 16.40.120.19 adding a definition for wind feather signs, and amend Section 16.40.120.15 adding specific regulations for the temporary installation of wind feather signs and all temporary signs along one-way frontage roads. The regulations for temporary signs along one-way frontage roads is most similar to the supplementary sign regulations for flags previously adopted by Ordinance 52-H, November 1, 2012. Add new section allowing temporary wind feather signs in lieu of temporary free standing signs or temporary banners.
8	16.40.120	Signage: *Neighborhood Identity Signs*	Regulatory Change	**Problem Statement:** Prior to September 2007, neighborhood identity signs were permitted to a maximum height of six (6) feet. Section 16.40.120.3.2 titled, "Exempt Signs," currently includes a provision exempting *neighborhood and business recognition signs* on condition that such signs shall not exceed a maximum height of four (4) feet. This amendment unnecessarily and immediately created non-conformity for a number of existing neighborhood identity signs. **Requested Action:** Amend Section 16.40.120.3.2 thereby permitting neighborhood and business recognition signs to a maximum height of six (6) feet. The requested action will correct this oversight by eliminating the non-conformity for a number of existing neighborhood signs.
9	16.40.130	Streetscape, Traditional	Regulatory Change	**Problem Statement:** This proposed section is divided into two parts: 1) Hexagon Block Sidewalk Repair and Replacement; and 2) Brick Streets, Brick Alleys, and Granite Curbs. Combined, these regulations are commonly referred to as the *Traditional Streetscape Standards*. The *Standards* include various procedures and design guidelines; these regulations and subsequent updates have historically been effectuated through City Council Resolutions. The purpose of this amendment is to codify existing Resolution language into Chapter 16 of the City Code, thereby making the existing requirements more transparent and readily identifiable. Future amendments, if requested or needed, will be achieved through a text amendment to the City Code and not by Resolution. Hexagon Block Sidewalk Repair and Replacement: • The original *Hexagon Block Sidewalk Replacement* policy was adopted by Resolution 2003-715 and established that hexagon block sidewalks shall be preserved within the Roser Park, Old Southeast, Uptown, Kenwood and Old Northeast National Register Historic Districts; • The *Hexagon Block Sidewalk Replacement* policy was amended by Resolution 2004-762, clarifying that in addition to the National Register Historic Districts referenced by Resolution 2003-715, hexagon block sidewalks shall be required to be preserved within the Downtown National Register Historic District and any other officially designated Local Landmark and National Register Historic Districts; • The *Hexagon Block Sidewalk Replacement* policy was amended by Resolution 2005-382, clarifying, in part, that hexagon block sidewalks shall be required to be preserved within any Local Landmark and National Register Historic Districts when they receive official designation or have applied for designation. Any qualifying application for designation must have been determined complete by the Historic Preservation Commission (now known as the Community Planning and Preservation Commission) and include hexagon block sidewalks as a contributory element of the proposed or approved district; • Pursuant to Resolution 2005-382, hexagon block sidewalks shall be preserved and neither the City nor the property owner shall have the discretion to install any other sidewalk material other than hexagon blocks where hexagon block sidewalks currently exist; Brick Streets, Brick Alleys, and Granite Curbs: • The original *Brick Street Preservation Policy* was adopted by Resolution 92-780 and established that all existing brick streets or any portion thereof shall remain and be maintained as brick streets, unless City Council by Resolution determines otherwise. • The *Brick Street Preservation Policy* was amended by Resolution 2004-170, establishing a more comprehensive policy relating to the protection and preservation of brick streets, brick alleys and granite curbs. • The *Brick Street, (Brick Alleys and Granit Curbs) Preservation Policy* was amended by Resolution 2008-419, exempting traffic calming devices. • The re-named *Traditional Streetscape Preservation Policy* was amended by Resolution 2010-282, clarifying the Policy where a brick street or alley intersects with a non-brick street or

				alley. • The *Traditional Streetscape Preservation Policy* was amended by Resolution 2011-75, assigning all requests for exemptions to the Traditional Streetscape Preservation Policy to the Community Planning (and Preservation) Commission. **Requested Action:** Add a new Section 16.40.130 titled, "Streetscape Preservation, Traditional."
10	16.40.140.2.3	Subdivisions: *Lot refacing*	Clarification	**Problem Statement:** Section 16.40.140.2.3 currently refers to the "restoration" of platted lots. The nomenclature should actually refer to the "reorientation" of platted lots. **Requested Action:** Amend the existing language for internal consistency.
11	16.40.140.2.4	Subdivisions: *Lot line adjustments*	Regulatory Change	**Problem Statement:** Section 16.40.140 titled "Subdivisions" has no articulated process for dividing one (1) platted lot into two (2) platted lots. The current threshold for platting begins where one (1) platted lot is being divided into three (3) or more platted lots. **Requested Action:** Amend Section 16.40.140.2.4 thereby allowing one (1) platted lot to be divided into two (2) platted lots when they meet the minimum lot area requirement for the zoning district.
12	16.50.020 *16.20.020.7.2* *16.60.050*	Accessory Structures and Ancillary Equipment: *Accessory Storage Structure (Shed)*	Regulatory Change	**Problem Statement:** Section 16.60.050.2 prohibits the encroachment of accessory storage structures (sheds) into the interior side yard, except for Section 16.20.020.7.2, which allows such encroachment on waterfront properties located within the NS (Neighborhood Suburban) zoning districts. The original intent of this waiver was to legalize the common practice of installing small sheds within the interior side yard to protect waterfront views. Since their adoption, these regulations have existed without complaint. Staff is recommending that this flexibility be expanded to qualify all properties within the NT (Neighborhood Traditional) and NS zoning districts. **Requested Action:** (1) Delete 16.20.020.7.2 thereby consolidating the regulation of accessory storage structures (sheds) into Sections 16.50.020.4.1 for design standards and 16.60.050.2 for setback encroachments. (2) Amend Section 16.50.020.4.1 to add the necessary use specific criteria, including notice that such setback reductions do not exempt a property owner or tenant from compliance with the Florida Building Code and Fire Prevention Code (for e.g. building separation and egress requirements) (3) Amend Section 16.60.050.2 to add the interior setback encroachment and clarify language pertaining to the front and waterfront yards.
13	16.50.070 *16.10.020.1*	Child Care: *Condition requiring drive-thru and Minimum Parking Spaces*	Regulatory Change	**Problem Statement:** Section 16.50.070.3.2 currently states, "Drive-through loading areas, if proposed, shall be designed to accommodate peak-hour demand and to avoid vehicles queuing into the public right-of-way." First, this has been interpreted to mean that child care centers are required to include drive-through loading areas, which is incorrect. Second, there is confusion about what is the proper minimum distance to prevent vehicles from queuing into the public right-of-way? And the minimum parking required includes a standard per child, plus "Stacking and loading areas required". The State of Florida currently requires the parent(s) of children being serviced by a child care facility to register a signature upon dropping off and picking up the child. A drive-through loading area is incompatible with this requirement. Since a drive-through loading area is not required or likely, the minimum distance should be left to the discretion of the property owner(s), architect(s)/engineer(s), city planner(s) and accepted best practices, where provided. **Requested Action:** (1) Delete Section 16.50.070.3.2 referencing the design requirement for a drive-through loading area; and (2) Amend Section 16.10.020.1 pertaining to the minimum number of parking (and loading) spaces required for a child care facility. The current standard of one (1) parking space per three (3) to five (5) children in traditional and suburban zoning categories, respectively, should be changed to one (1) space for each employee, plus one (1) parking space for every 10 children.
14	16.60.010 *16.50.200* *16.90*	Dimensional Regulations and Lot Characteristics: *Floor Area Ratio*	Clarification	**Problem Statement:** (1) Section 16.90 defines and makes reference to the "gross" land area. Division 7.2 of the Countywide Plan Rules however, makes reference to the "net" land area. The definitions are identical, but the discrepancy in terminology is confusing. (2) Section 16.60.010.5 makes reference to the "gross" land area and defines "floor area ratio" as the relationship between the gross floor area on a site and the *gross* land area. Division 7.2 of the Countywide Plan Rules however, defines "floor area ratio" as the relationship between the gross floor area on a site and the *net* land area. The descriptions are identical, but the discrepancy in terminology is confusing. (3) Section 16.60.010.5 includes reference to two (2) categories of exemptions when calculating floor area ratio: 1) public atriums, indoor plazas and courtyards; and 2) parking structures, except as may otherwise be provided within a zoning district. This language erroneously omits reference to current exemptions allowed within the Downtown Center zoning classifications, including exemptions for historic preservation and other public amenities. (4) Section 16.50.200.3.1 pertaining to the maximum intensity for mixed-use development includes exemption language for calculating the floor area ratio. This exemption language however is duplicative with more detailed exemptions that are outlined in Section 16.60.010.5 pertaining to the calculation of floor area ratio.

				Requested Action: (1) Amend Section 16.90 deleting reference to the "gross land area" and adding reference to the "net land area." This text amendment will make the two (2) documents internally consistent and compatible with each other. (2) Amend Section 16.60.010.5 defining "floor area ratio" as the relationship between the gross floor area on a site and the *net* land area. (3) Amend Section 16.60.010.5 adding exemption language to accurately reflect existing exemption opportunities within the Downtown Center zoning classifications. (4) Amend Section 16.50.200.3.1 deleting reference to the structured parking exemption. This text amendment will make the LDRs internally consistent by centralizing instructions for the calculation of floor area ratio, except as may be provided within individual zoning districts.
15	16.60.010	Dimensional Regulations and Lot Characteristics: *Building Height*	Regulatory Change	**Problem Statement:** Pursuant to Section 16.60.010.6 pertaining to the measurement of building height within flood zones, the building height shall be measured from the base flood elevation line to the beginning of the roofline or roof peak, as determined within the individual zoning districts. Recently, the City of St. Petersburg began requiring an additional freeboard requirement above the base flood elevation line, typically one (1) to two (2) feet. The purpose of this change was to further mitigate risk against flood damage, improve the City's score within the Community Rating System (CRS) program, and reduce private insurance costs for property owners. The effect of this positive change however, reduced the useable buildable height one (1) to two (2) feet respectively. **Requested Action:** (1) Amend Section 16.60.010.6 by deleting reference to the *base flood elevation line* and inserting reference to the *required design flood elevation line*. (2) Amend Section 16.90 by adding a definition for *required design flood elevation line* meaning the base flood elevation line plus the locally adopted minimum required freeboard standard. The general reference will accommodate any future changes to the freeboard standard.
16	16.70.010.4	Notice Requirements	Regulatory Change	**Problem Statement:** This amendment pertains to the public notice requirements for actions where only the property owner may appeal the decision (PCI, Zoning Letter, Rebuild Letter, Buildable Lot Letter) **Requested Action:** Amend Section 16.70.010.4.A to state that for applications where an appeal may only be made by the property owner, supplemental notice is only required to be made to the property owner.
17	16.70.040	Applications and Procedures: *Reinstatement of Abandoned Uses*	Regulatory Change	**Problem Statement:** Section 16.70.040.1.14.E.8 pertaining to the reinstatement of abandoned uses currently states, "No (residential dwelling) unit with a floor area of less than 375 square feet may be reinstated, and no variance from this minimum requirement shall be granted except as provided for efficiency/studio units below." Section 16.70.040.1.14.E.9 states, "An efficiency/studio unit having not less than 320 square feet may be reinstated if the site provides at least the minimum number of off-street parking spaces for the number of units to be reinstated. No variance from this minimum size requirement may be granted." The current standard recognizing dwelling units starting at 320 square feet is inconsistent with the Florida Building Code, which recognizes individual dwelling units starting at 220 square feet. While the City of St. Petersburg is not obligated to be consistent with the Florida Building Code on this subject, city staff has reviewed the matter and determined that a minimum 220 square feet is consistent with current national trends in providing affordable housing units, sometimes referred to as micro-units. **Requested Action:** Amend Sections 16.70.040.1.14.E.8 and 16.70.040.1.14.E.9 to permit a variance for reinstatement of dwelling units measuring less than 375 square feet and equal to or more than 220 square feet. No variance from the minimum size requirement of 220 square feet may be granted.
18	16.70.050	Applications and Procedures: *Preliminary Plat*	Regulatory Change and Consistency Improvement	**Problem Statement:** Section 16.70.050.1.7 pertaining to preliminary plats does not specify the size of the sheets for the preliminary plat and references a State Statute that is not applicable. **Recommended Action:** Amend Section 16.70.050.1.7 adding reference to the minimum sheet size and removing the erroneous reference to state statute.
19	12-6	Fees: *Fees established; schedule*	Regulatory Change	**Problem Statement:** This amendment pertains to the permit fee for an application with inspections to be performed by an outside entity. The current fee does not accurately reflect the amount of staff time required for the processing of the application, and in many cases exceeds the true processing costs. **Requested Action:** Amend the fee from $1.00 per square foot to one-half of the permit fee. This change will more accurately reflect the staff time required and likely result in a reduction in the fee collected.
20	26-261	Chapter 26: Traffic and Vehicles *Bicycle Racks and Bicycle Parking Stations*	Regulatory Change	**Problem Statement:** A bicycle sharing system or program is a service in which bicycles are made available for shared use to individuals on a short term basis. Most bicycle sharing systems use a network of bicycle check-out stations that are strategically placed throughout the urban environment and located within public rights-of-way. These locations are identified in close coordination with the local municipality A bicycle sharing system or program diversifies transportation options for local residents and visitors, improves personal health, offsets the environmental and parking impacts of motor vehicles, and generally improves the community's quality of life. The success of a bicycle sharing system or program requires a careful calibration of location, user subscription fees and charges. Historically, bicycle sharing systems or programs have suffered from a limited number of rental stations, low membership and rider usage rates. However, the business model for this market segment has continued to evolve by incorporating new technologies and is showing renewed promise. Recently, a bicycle sharing system was established in the City of Tampa and operators are currently evaluating the St. Petersburg downtown center. The City of St. Petersburg City Code currently allows bicycle parking stations to have two (2) signs, up to two square feet, no higher than the highest part of the bicycle rack. **Requested Action:** Amend Section 26-261 pertaining to the regulation of bicycle parking stations within the public rights-of-way in designated Activity Centers, to allow two sign faces up to 20 square feet in area, 8-feet in height, internally illuminated. Signs within 100-feet of parcels zoned NT or NS will be limited to four square feet in area, and may not be illuminated. Electronic message center signs are specifically prohibited. Expanding allowable signage for bicycle parking stations within the City Code at this time will position the City of St. Petersburg to efficiently process expected requests, and further its commitment to area businesses, residents, and visitors by enhancing the downtown renaissance through improved choices and increased mobility.

PUBLIC HEARING

st.petersburg
www.stpete.org

DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing on April 1, 2015
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

APPLICATION: LDR 2015-01

APPLICANT: City of St. Petersburg
275 5th Street North
St. Petersburg, Florida 33701

REQUEST: The applicant requests that the Development Review Commission ("DRC") review and recommend approval of the attached proposed amendments to the City of St. Petersburg's Land Development Regulations (LDRs), confirming consistency with the City of St. Petersburg's Comprehensive Plan ("Comprehensive Plan").

AUTHORITY: Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.

EVALUATION:

Recommendation

The Planning & Economic Development Department finds that the proposed request is consistent with the Comprehensive Plan and recommends **APPROVAL**.

Background

In October 2006 and August 2007, the City Council adopted several significant ordinances related directly to the implementation of the St. Petersburg Vision 2020 Plan and the new Land Development Regulations (LDRs). The adopted ordinances included text amendments to the City's Comprehensive Plan, including a new Vision Element, amendments to the Future Land Use Map (FLUM), the rezoning of the entire City and establishment of new land development regulations.

Proposal

The Planning and Economic Development Department, working with the City Attorney's office, has prepared the attached proposal to amend the Land Development Regulations (LDRs), Chapter 16, City Code of Ordinances. The proposal includes 20 items for consideration, generally classified into one (1) of three (3) categories:

- **Substantive (Regulatory) Changes** *means* amendments resulting from new issues that were not originally contemplated or whose need has emerged from staff's experience in administering the city code. This amendment package includes 16 substantive (regulatory) changes;

- **Clarifications** *means* the ongoing effort to provide the clearest language in the city code for benefit of staff and customers using the regulations. This amendment package includes four (4) clarifications;

- **Consistency Improvements** *means* to maintain consistency with changes in federal, state and local law. This amendment package includes one (1) consistency improvement.

For the benefit of City staff, residents and customers interpreting and using the City's land development regulations, the proposed amendments are part of the department's ongoing effort to provide the clearest language possible. Most of these amendments involve aspects of the LDRs that are applied city-wide. The appendix of this report includes the full list of items proposed for amendment.

Compliance with the Comprehensive Plan

The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposed amendments:

Objective V1: When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable.

> *Policy V1.1:* Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.

Objective LU7: The City will continue to revise and amend the land development regulations, as necessary, to ensure compliance with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. The City will amend its land development regulations consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

> *Policy LU7.1:* Pursuant to the requirements of Chapter 163.3202 F.S. and Chapter 9J-24 F.A.C. the land development regulations will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

Objective LU20: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU20.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

Housing Affordability Impact Statement

The proposed amendments will have no impact on housing affordability, availability or accessibility. A Housing Affordability Impact Statement is attached.

Adoption Schedule

The proposed amendment requires one (1) public hearing, conducted by the City of St. Petersburg City Council. The City Council shall consider the recommendation of the DRC and vote to approve, approve with modification or deny the proposed amendment:

- May 7, 2015: First Reading and First Public Hearing
- May 21, 2015: Second Reading and Adoption Public Hearing

Exhibits and Attachments

1. Proposed Ordinance
2. Table of Proposed Amendments
3. Housing Affordability Impact Statement

ST. PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

SUBJECT: Downtown Waterfront Master Plan
In accordance with the City Charter and City Code Section 16.08, a Downtown Waterfront Master Plan has been prepared through an extensive community outreach process. The Plan is an integrated vision that will be used to guide the future protection, preservation, enhancement, and cultural and economic development of the downtown waterfront.

REQUEST: ORDINANCE _____-L adopting the Downtown Waterfront Master Plan

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: The extensive community outreach is briefly summarized in the CPPC staff report (April 14, 2015), documented in detail in the Downtown Waterfront Master Plan Site Inventory Workbook (March 9, 2015), and summarized in Section 1 of the Proposed Downtown Waterfront Master Plan (April 20, 2015).

Community Planning & Preservation Commission (CPPC): On April 14, 2015 the CPPC held a public hearing regarding this matter and voted 6 to 1 to that the Downtown Waterfront Master Plan is consistent with the city's Comprehensive Plan.

Recommended City Council Action: 1) CONDUCT the first reading and public hearing for the attached proposed ordinance; 2) APPROVE the ordinance; AND 3) SET the second reading and adoption public hearing for May 21, 2015.

Attachments: Ordinance, CPPC Staff Report, CPCC Minutes, Proposed Downtown Waterfront Master Plan

Links: Project website:
http://www.stpete.org/city_initiatives/downtown_waterfront_master_plan.php

Site Inventory Workbook:
http://old.stpete.org/downtown_waterfront_master_plan/docs/FINAL_SiteInventoryWkbk_small.pdf

Issues & Opportunities Report:
http://old.stpete.org/downtown_waterfront_master_plan/docs/FINAL_IssuesOpportunities_20150313_small.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AND ADOPTING THE DOWNTOWN WATERFRONT MASTER PLAN IN ACCORDANCE WITH SECTION 1.02(g) OF THE CITY CHARTER AND SECTION 16.08 OF THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through a referendum conducted on November 8, 2011, the electorate of the City of St. Petersburg, Florida chose to approve an amendment to the City Charter, which required the City to initiate a master plan for its downtown waterfront; and

WHEREAS, as a result of the referendum, Section 1.02(g) was added to the City Charter, which required the City to adopt by ordinance a process to create the master plan, the criteria to be addressed, the manner of adoption and a process to assure that adequate inclusive public input is obtained prior to adoption and a requirement for review and update; and

WHEREAS, the City created Section 16.08 of the City Code to outline the procedures to be followed in the development and adoption of the master plan; and

WHEREAS, after adopting Section 16.08 of the City Code, the City was required to comply with its procedures in the creation of the master plan on or before July 1, 2015; and

WHEREAS, the City conducted numerous public meetings, workshops, and informational meetings in its efforts to assure that public input was solicited throughout the creation of the master plan, per its requirements under Section 16.08.050 of the City Code; and

WHEREAS, the proposed Downtown Waterfront Master Plan, attached hereto as exhibit "A," addresses the criteria outlined in Section 16.08.030 of the City Code; and

WHEREAS, the Downtown Waterfront Master Plan is a conceptual planning document intended to provide guidance to the City and its people in their stewardship of its downtown waterfront environment; and

WHEREAS, the Downtown Waterfront Master Plan ("Master Plan") shall help guide the City in initiating and designing capital projects and programs; and

WHEREAS, on April 14, 2015, the Community Planning and Preservation Commission of the City of St. Petersburg voted 6-1 to find the Master Plan consistent with the City Comprehensive Plan; and

WHEREAS, the City Council of the City of St. Petersburg finds that the Master Plan as submitted is also consistent with the City's Comprehensive Plan and the procedural and substantive requirements of Section 16.08 of the City Code.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Pursuant to Section 1.02(g) of the City Charter and Section 16.08 of the City Code, the Downtown Waterfront Master Plan, attached hereto as Exhibit A, is hereby approved and adopted by the City of St. Petersburg, Florida.

Section 2. 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)

COMMUNITY PLANNING and PRESERVATION COMMISSION

Prepared by the Planning and Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on April 14, 2015
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

SUBJECT: **Proposed Downtown Waterfront Master Plan**

APPLICANT: City of St. Petersburg
275 5th Street North
St. Petersburg, Florida 33701

REQUEST: This is a city-initiated request that the Community Planning and Preservation Commission review the Proposed Downtown Waterfront Master Plan and find it consistent with the City of St. Petersburg Comprehensive Plan.

EVALUATION:

Recommendation:

City staff recommends that the Community Planning and Preservation Commission find the Downtown Waterfront Master Plan **CONSISTENT** with the Comprehensive Plan and forward the Plan to City Council for **APPROVAL**.

Overview:

The downtown waterfront has long served as the City's greatest physical asset. Following the centennial anniversary marking the creation of the City's downtown waterfront park system and the evolution of the City's downtown, it is appropriate to revisit the City's downtown waterfront looking forward for the next 20 to 50 years. Honoring the legacy of the downtown waterfront and seeking to advance the great work of this city's early leaders, the voters approved a City Charter amendment on November 8, 2011 mandating that a new Downtown Waterfront Master Plan (DWMP) be adopted before July 1, 2015.

Included in this package is the Proposed Downtown Waterfront Master Plan (DWMP). The Proposed DWMP is the result of extensive community and stakeholder outreach, technical inventory review, economic review and analysis and workshops to engage the public and refine plan concepts.. Work leading up to the Proposed DWMP includes a Site Inventory Workbook (549 pages of community input and technical inventory documentation located here: http://old.stpete.org/downtown_waterfront_master_plan/docs/FINAL_SiteInventoryWkbk_small.pdf), an Issues and Opportunities Report (58 pages summarizing community input, issues, opportunities, and approach with starter ideas to the plan located here: http://old.stpete.org/downtown_waterfront_master_plan/docs/FINAL_IssuesOpportunities_20150313_small.pdf).

Plan Components:

The following list outlines key sections included in the enclosed Proposed DWMP:

- **Vision Statement** (page 6)
- **Section 1: Public Outreach Strategy and Input** (page 12)
- **Section 2: Planning Framework.** Section 2 (page 21) explains the five dimensions of the waterfront and the levels of enhancement:

Five Dimensions of the Downtown Waterfront

1. *Stewardship of the Waterfront Environment*
   A sustainable relationship between the natural and built environments
2. *Enhancing the Experience of the Water*
   Expanding St. Petersburg as a waterfront destination for boaters and non-boaters
3. *An Active Waterfront Parks System*
   Diversifying the activities of the waterfront to meet a changing and dynamic community
4. *Economically Vibrant Downtown Places*
   Leveraging the economic potential of in-water and upland areas along the water's edge
5. *A Connected, Accessible Downtown + Waterfront*
   Continuous linkages, service oriented parking and transit, increased public access

Levels of Enhancement

- Baseline
- Targeted Enhancement
- Transformative Change

- **Section 3: Program Refinements & Master Plan Recommendations.** The program refinements and recommendations address the Comprehensive Downtown Waterfront Needs (page 35). These are issues and opportunities that should be addressed for the whole downtown waterfront, such as coastal resiliency, social equity and diversity, parking, and public art enhancements. The Program Refinements and Master Plan

Recommendations also provide context sensitive recommendations and key actions for the six Character Districts along the seven mile length of the project area:

1. Coffee Pot District
2. North Shore District
3. Pier District
4. South Basin Sports & Entertainment District
5. Bayboro Harbor/Salt Creek District
6. Lassing Park District

- **Section 4: Implementation Strategy.** Section 4 (page 86) discusses potential funding sources and implementation tools including taxes, special assessments, grants, and public-private partnerships (P3s). Section 4 also discusses preliminary prioritization criteria.

How will the DWMP be used?

The DWMP is intended to provide the first integrated vision for the City's entire downtown waterfront and its many uses by establishing a master plan and policy framework of guiding principles for future decision making. The Plan will be used as an umbrella policy document and is not intended to provide specific details for proposed projects or improvements. Future public and private development proposals and any significant physical changes to the character of the downtown waterfront will be reviewed for consistency with the adopted Plan. Further, as the City's individual park and facility master plans are updated, they will be reviewed for consistency with the adopted Plan.

The DWMP is a conceptual planning document intended to provide guidance to the City and its people in their stewardship of St. Petersburg's singular downtown waterfront environment, parks and amenities. The DWMP is subordinate to federal and state law, the City Charter, the City of St. Petersburg Comprehensive Plan, and the City Code of Ordinances. Therefore, specific recommendations contained within the DWMP may require a vote of the City electorate in a referendum, or other acts of City government and public input, before implementation may occur.

The DWMP will also serve as an implementation strategy that identifies and guides needed protections, enhancements, and development efforts along the downtown waterfront. Areas such as the Pier uplands, Bayboro Harbor, and the South Basin are recommended for substantial further planning and improvement (targeted improvements and transformative change). Smaller scale or baseline improvements are also identified in the DWMP, including bike share, bike lanes, additional boat slips, and stormwater quality improvements. These types of improvements can be made in small increments over time and are included in current CIP budgets.

How often will the DWMP be updated?

The Downtown Waterfront Master Plan shall be reviewed and updated not less than every seven years after the adoption date. Amendments to the Downtown Waterfront Plan may be made at any time and the City Council shall determine whether an amendment is sufficient to be considered an update of the Downtown Waterfront Master Plan which would begin the seven-year time frame for the next update (Code Section 16.08.060).

Public Input:

To initiate the public discourse about the Downtown Waterfront Master Plan, the City of St. Petersburg, in partnership with the St. Petersburg Area Chamber of Commerce, contracted with the Urban Land Institute ("ULI") to convene an interdisciplinary Advisory Service Panel (ASP). The ULI ASP program was an intensive five-day planning exercise, including numerous public input meetings and interviews with community stakeholders. The program helped identify and examine the issues and opportunities of the downtown waterfront, and resulted in publication of a summary document titled "St. Petersburg, Florida: Forging Connections for a Vibrant Downtown Waterfront." The results were used to help inform the consultant selection process, and provided another source of information and analysis used to create the proposed Plan. (http://www.uli.org/wp-content/uploads/ULI-Documents/StPetersburg_PanelReport_lo.pdf)

Following completion of the ULI ASP program, the City solicited bids from national planning firms and selected AECOM, in part because of their proposed planning process which included extensive community outreach and comprehensive tools for soliciting public input. The community outreach and public input process included:

- Public kickoff event
- Four (4) walking audits
- Five (5) downtown waterfront area community meetings
- Four (4) community-wide outreach meetings in the:
    - North End;
    - West side;
    - South – Pinellas Point; and
    - Midtown areas.
- Interactive youth workshop with youth bused in from five community centers around the city
- Multi-day "Exploring" Workshop
    - Presented what was heard in Phase 1 and developed starter ideas
- Multi-day "Deciding" Workshop
    - Presented and refined concepts
- Mailed survey
- Three (3) City Council workshops:
    - Two (2) of the meetings were combined City Council / Community Planning and Preservation Commission workshops.
- 20 plus community stakeholder meetings
- Two (2) public presentations of the draft DWMP in April 2015

- Three (3) presentations to the St. Petersburg Area Chamber of Commerce Downtown Waterfront Master Plan Task Force.
- Online and Social Media Presence
    - Dedicated Project Website
    - StPeteInnovsion.com (Digital Town Hall)
    - Facebook and Twitter

Additional detail on the community outreach process and documented community input can be reviewed in the DWMP Site Inventory Workbook, the DWMP Issues and Opportunities Report, and on the StPeteInnovision.com website.

Relevant Objectives and Policies from the Comprehensive Plan:

The following objectives and policies from the City's Comprehensive Plan are applicable:

Chapter 3: Future Land Use Element

OBJECTIVE LU2: The Future Land Use Element shall facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

LU2.2 The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

LU2.3 To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall continue to develop, evaluate and implement appropriate activity center development incentives.

LU2.5 The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.

OBJECTIVE LU3: The Future Land Use Map (Map 2) shall specify the desired development pattern for St. Petersburg through a land use category system that provides for the location, type, density and intensity of development and redevelopment. All development will be subject to any other requirements, regulations and procedures outlined in the land development regulations including, but not limited to: minimum lot size, setback requirements, density, floor area ratio, and impervious surface ratio.

LU3.17 Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

LU3.21 The City shall continue to expand the acreage available for industrial development in appropriate locations provided such expansion is supported by current and likely long-term market conditions.

LU3.22 Industrial uses shall be concentrated in suitable locations taking advantage of existing infrastructure and natural site characteristics.

OBJECTIVE LU12: The City of St. Petersburg shall continually strive to maintain and enhance the vitality of neighborhoods through programs and projects developed and implemented in partnership with CONA, FICO and neighborhood associations.

LU12.1 Participation by neighborhood groups in planning activities and decisions shall be encouraged through informational mailouts and direct notification to neighborhood association officers of workshops, meetings and public hearings that address issues that may concern or interest any or all neighborhoods, and through presentations to neighborhood groups.

OBJECTIVE LU17A: Maintain and enhance the City's Waterfront Park system.

LU17A.1 Opportunities to establish a continuous waterfront park system from Coffee Pot Bayou to Lassing Park shall be pursued.

LU17A.2 The waterfront park system should provide a variety of passive and active recreational and cultural uses as identified in the Waterfront Master Plan.

OBJECTIVE LU17B: The City shall continue to implement a downtown waterfront zoning district (DC-3) that enhances the waterfront park system, preserves view corridors and ensures pedestrian oriented, human scale development and redevelopment.

LU17B.1 Development within the downtown waterfront area, generally extending westward to 1st Street between the 5th Avenues, should be sensitive to the aesthetic quality of the waterfront by addressing design issues related to building heights terraced away from the water, building orientation, scale and mass; creating open spaces and view corridors; and creating a pedestrian oriented, human scale environment at the street level.

LU17B.2 New development and redevelopment along Beach Drive and the intersecting avenues in the waterfront area should create street level activity through a mix of pedestrian oriented uses including, retail, entertainment, service, cultural, and recreational uses.

LU17B.4 Recognizing that all development has an impact on an existing view from one vantage point or another, waterfront development projects shall be designed in a manner that minimizes adverse impacts on all identified view corridors. Land development regulations have been adopted to implement this policy. Important view corridors include, in descending order of importance:

1. direct views of parks and the waterfront;
2. views resulting from east-west roadways terminating at the waterfront;
3. views of the city from the waterfront, with an emphasis to promote a terracing (low buildings to tall buildings) skyline away from the waterfront;
4. views of the central business district resulting from north-south roadways.

LU17B.5 Human scale waterfront development shall be promoted through DC-3 Zoning District regulations that require building facades to terrace away from Beach Drive (building envelope standards). Land Development Regulations have been adopted to implement this provision.

OBJECTIVE LU19: To provide a transportation system that is integrated with the Future Land Use Plan, the City shall implement the goals, objectives and policies of the Transportation Element.

LU19.3 The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.

OBJECTIVE LU22: The City shall implement fiscally and environmentally sound energy conservation and GHG reduction strategies through the LDRs and the Comprehensive Plan.

LU22.1 The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled through the following initiatives:

- Increase permitted densities and intensities in appropriate areas of the City to enhance transit opportunities;
- Focus infrastructure and transit improvements in employment and activity centers; and
- Revitalize commercial corridors to provide for increased mixed-use development.

LU22.2 The City shall encourage "green" construction practices.

Chapter 4: Conservation Element

OBJECTIVE C4: The City of St. Petersburg shall protect green open space areas and the native vegetation and wildlife in St. Petersburg in the manner identified in the Recreation/Open Space Element of the Comprehensive Plan so as to maintain a citywide total of 50% green permeable open space.

C4.1 The City shall preserve and increase vegetation (trees, shrubs, herbaceous plants) through enforcement of the existing Land Development Regulations and promote further restoration of native vegetation to produce oxygen and filter air pollutants.

C4.2 The City shall maintain and seek to expand the City's inventory of green permeable open space so as to provide maximum area for shallow aquifer recharge and Stormwater filtration/percolation, oxygen production, visual buffer and wildlife habitat. This shall be accomplished through implementation of land development regulations as described in Section 3 of the Recreation/Open Space Technical Support Document, Objective R4 and Policies R4.1 - R4.2 of the Comprehensive Plan.

C4.4 The City shall support ongoing education programs about native plant and animal species; endangered, threatened and species of special concern and the diversity of natural communities.

OBJECTIVE C16: The City shall continue to implement energy conservation initiatives.

C16.8 The City shall maintain its preservation, recreation and other natural areas and assets in order to protect their valuable role as natural "carbon sinks," i.e., trapping atmospheric carbon emissions.

Chapter 4: Coastal Management Element

OBJECTIVE CM6: The City shall work toward reducing the existing quantity and improving the quality of stormwater runoff to surface water bodies, and improving water quality in Tampa Bay through implementation of the SWIM Tampa Bay Management Plan.

CM6.11 Natural drainage characteristics will be retained, restored and enhanced, where possible, for filtration of pollutants, control of runoff rates and aquifer recharge.

OBJECTIVE CM9: The approximately 9 linear miles and approximately 1471 acres of publicly accessible waterfront sites, as inventoried in the coastal element, shall be maintained or improved.

CM9.1 The City shall assure that waterfront public access points are well marked.

CM9.2 The City shall provide and improve opportunity for recreational and passive enjoyment of coastal resources.

CM9.3 Private property rights shall be protected in providing additional public access points to the waterfront.

CM9.4 Public use of City facilities shall take precedence over private activities.

CM9.6 Signage of waterfront parks shall be consistent with the Parks Department sign system and applicable City regulations.

Chapter 6: Transportation Element

OBJECTIVE T1: The transportation system shall be coordinated with the map series and the goals, objectives and policies of the Future Land Use Element to ensure that transportation facilities and services are available to adequately serve existing and proposed population densities, land uses, and housing and employment patterns.

T1.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

OBJECTIVE T2: The City shall protect existing and future transportation corridors from encroachment.

T2.3 To promote efficient use of land resources and minimize adverse impacts on the City's urban fabric, right-of-way widths for new roadways shall be the minimum needed to accommodate the proposed roadway and sidewalks, bicycle lanes, trails or utilities.

OBJECTIVE T4: The City shall exempt the area shown in Map 30 from transportation concurrency requirements to promote urban infill development and urban redevelopment, the preservation of historic resources and the restoration of existing buildings, and encourage the use of public transportation. This area shall be referred to as the Transportation Concurrency Exception Area (TCEA).

T4.3 Bicycle and pedestrian facilities such as bike lanes, bike paths, bike racks, bike lockers, sidewalks and pedestrian pathways, shall be given a higher priority for implementation in the City's Capital Improvement Program if located in the TCEA. Bicycle and pedestrian facilities that improve access to transit routes shall be given the highest priority.

T4.4 The City shall encourage high density, mixed-use developments at appropriate locations within the TCEA to encourage alternative modes of transportation.

T4.5 The City shall mitigate the impact of the TCEA on the Strategic Intermodal System and roadway facilities funded by the Transportation Regional Incentive Program by providing funding for improvements on parallel roadways and investing in the infrastructure for transit, bicyclists and pedestrians.

T4.15 The City shall continue to seek funding for construction of the remaining gaps in the major north-south trail facility that will parallel the Interstate system from downtown St. Petersburg to the Gandy Bridge in northern St. Petersburg.

OBJECTIVE T9: The City shall preserve neighborhood integrity by using appropriate traffic calming devices to minimize traffic intrusion and protect neighborhoods from the adverse impacts of through traffic.

T9.6 The City shall support a proposal that reduces the traffic carrying capacity of the road network, such as the conversion of one-way streets to two-way streets or a reduction in the number of through lanes or lane widths or an increase in the number of on-street parking spaces, if the proposal's benefits, such as neighborhood preservation, community and economic development, and promotion of alternative modes of transportation, outweigh the loss of roadway capacity.

OBJECTIVE T10: The City shall coordinate with the PSTA to provide an efficient and effective public transportation system that conveniently serves existing and proposed major trip generators and attractors and reduces traffic congestion by providing a viable, environmentally-friendly alternative to the single occupant vehicle.

T10.9 The City shall encourage increased use of transit by extending sidewalks and bicycle routes to mass transit stops where feasible.

T10.10 The City shall include bicycle and pedestrian facilities in the design and construction of all transit projects where feasible.

T10.11 The City may eliminate on-street parking to enable the development of public transit, bicycle and pedestrian systems.

OBJECTIVE T14: The City shall coordinate the provision of efficient transit service and facilities with the location and intensity of future land use patterns as designated in the Land Use Element and encourage transit through the Land Development Regulations.

T14.4 The City shall require development to provide, where appropriate, facilities that support alternative modes of transportation. These facilities shall include bus stops, bus shelters, bus turn-outs, sidewalks, wheelchair ramps, crosswalks, bicycle racks and bicycle lockers.

OBJECTIVE T16: The City shall encourage and increase bicycle and pedestrian travel throughout the City of St. Petersburg for commuting to work and school as well as for recreation.

T16.2 The City shall incorporate bicycle-friendly design standards on principal and minor arterials, collectors and neighborhood collectors when road construction, reconstruction, resurfacing and restriping occur, where appropriate and feasible. An area where bicyclists may travel adjacent to the outside vehicle lane shall be incorporated on these roadways as follows:

1. Where sufficient pavement width exists, a designated bicycle lane should be provided that is a minimum of four (4) feet wide on streets having a curb and gutter, excluding the curb and gutter, and a minimum of five (5) feet wide on streets having no curb and gutter. The bicycle lane shall be designated by marking and signage and interior vehicle lanes shall meet minimum width standards;

2. Where pavement width is not sufficient, a designated bicycle lane should not be provided. However, the width of interior vehicle lanes may be set at the minimum standard and the outside vehicle lane may be made as wide as possible, preferably fourteen (14) feet or more, to accommodate both automobiles and bicyclists.

T16.5 The City shall prioritize sidewalks and bicycle paths leading to and from recreational areas and school sites.

T16.7 The City shall strive to increase amenities for bicyclists at City parks and recreational facilities.

Chapter 8: Recreation and Open Space Element

Objective R1: The City shall ensure that parks, open space and recreation facilities are efficiently and adequately provided and effectively maintained for all segments and districts of the population according to the level of service standards established for the City.

R1.4 There will be no net loss of usable recreation and open space acreage as a result of land use plan changes and sale of parkland, or non-park uses. The revenues from the sale of parkland should be used for the acquisition and development of parkland.

OBJECTIVE R2: The City shall, as improvements are made to individual parks, develop a plan for the park system to provide public access to all existing and planned recreational areas, especially waterfront areas, through vehicle, bicycle and pedestrian access facilities.

R2.1 Park property identified on the City Charter Park and Waterfront Map will not be sold without voter approval.

R2.2 Waterfront access points will be well marked; additional waterfront public access points will be provided in the future while private property rights will be protected.

R2.3 Public access to waterfront consistent with public safety concerns and private property rights shall be provided as described by Plan Objective CM9 and Policy CM9.1 through CM9.6.

R2.4 The City shall continue to maintain and further develop bicycle trails.

R2.7 The City shall continue to integrate transportation systems such as bikeways and public transportation to provide access to recreation and open space facilities.

OBJECTIVE R3: The City shall maintain and coordinate an inventory of private, semi-public and public recreational and cultural facilities to assure distribution and prevent duplication of services throughout the City.

R3.1 Encourage the private sector to continue to provide recreational and cultural facilities and programs.

R3.2 Coordinate innovative and cooperative recreational and cultural projects between the City and the private sector.

R3.5 Cosponsorship of recreational and cultural events such as races, festivals and athletic events, using City facilities as a location for these events, will continue to be encouraged by the City.

OBJECTIVE R7: The City shall provide adequate recreational opportunities for all persons within the community regardless of age, race, religion, ancestry, sex, place of birth, handicap or national origin and shall implement the improvements necessary to provide access to recreation facilities for all persons.

R7.1 When a City recreation facility is renovated, handicapped accessible features such as wheelchair ramps, wheelchair accessible restrooms and paths will be added where feasible.

R7.3 New municipal recreation facilities will be designed and built to be handicapped accessible, under the advisement of CAPI, the City's task force on handicapped accessibility.

R7.4 The City will reexamine recreation programs and their fee structures to ensure the needs of special populations, including the economically disadvantaged, are being met.

R7.5 The City shall continue to create and provide recreational programs and activities specifically designed for pre-teen and teen involvement.

Chapter 9.3: Drainage Subelement

OBJECTIVE D5: The City shall protect natural drainage features and sensitive environmental resources. The maintenance, upgrade and improvement of the municipal drainage system shall not encroach upon the environmentally sensitive areas designated by the City as "preservation."

D5.3 Drainage improvements will utilize best management practices to reduce potential for adverse environmental impacts.

Recommendation

Recommendation:

City staff recommends that the Community Planning and Preservation Commission find the Downtown Waterfront Master Plan **CONSISTENT** with the Comprehensive Plan and forward the Plan to City Council for **APPROVAL**.

CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
April 14, 2015

PUBLIC HEARING

A. Downtown Waterfront Master Plan **Contact Person: Sharon Wright, 551-3396**

Request: Review of the Downtown Waterfront Master Plan for consistency with the St. Petersburg Comprehensive Plan.

Staff Presentation

Dave Goodwin publically thanked the following staff members for their participation in this review; Derek Kilborn, Sharon Wright, Michael Dema and the various departments involved. Mr. Goodwin then thanked the AECOM team, including Michael Brown and Pete Sechler who are here today and Vaughan Davies who is not present. Mr. Goodwin then thanked the citizens of the City for their participation in all of the various public meetings and workshops; giving their thoughts and ideas for the waterfront that was heard over the last several months and of which this Plan reflects. Mr. Goodwin then introduced Sharon Wright who began the PowerPoint presentation based on the staff report and then Pete Sechler continued with a PowerPoint presentation reviewing the Plan.

Commissioner Michaels stated that he liked the Plan overall (e.g. shared street idea, grand entrance to the Pier, conversion of the Poynter site to green space) but was concerned with the hotel element in the South Basin District; does not feel it is in keeping with the Comprehensive Plan. The land use designation for that site is Institutional with a proposal of a commercial hotel.

Mr. Sechler explained that the Comprehensive Plan talks about usable green space; they did not see any usable green space but saw important land to the City tied up with surface parking and felt that there is a handful of parking surfaces that would be candidates for a handful of uses that would be highly complementary to the things already there. This is a cultural institutional area that is not walkable and is the geography of most significant disconnect in terms of people being able to feel like they can get from one part of the City to the other, and they felt the best answer to the problem is to fill out the area; to complete itself as a cultural and institutional area. Mr. Sechler went on to say that they felt that the best outcome for this area is to continue to grow into an integrated cultural and entertainment area with a much better pedestrian connectivity and activated ground floor uses of which none of the current buildings have today. This area needs to be more vibrant with new connections to the waterfront.

Mr. Goodwin further explained that when creating a plan, that plan will often have recommendations that will have implementation steps which may lead staff to initiate changes to whatever the zoning and/or future land use designation is for a particular piece of property, and may include a referendum.

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Commissioner Montanari asked about the southern end of Beach Drive. Mr. Sechler stated that the pedestrian movement is what they were trying to facilitate, not cars, with more interest in the sidewalk environment. Mr. Sechler went on to say that these drawings are representations of ideas that they think will advance the five dimensions, not necessarily to be taken as literal representations of what exactly has to be built (e.g. the hotel). They are trying to point out opportunities and how to think about them as the City moves forward.

Commissioner Montanari stated that he really liked the concept of the Bayboro District and Salt Creek reminding him of Baltimore's Inner Harbor. He then asked if the fuel tanks on the waterfront just west of Salt Creek's entrance will be moved in the future. Mr. Goodwin replied that they are owned by Duke Energy and that there are no plans at this time for them to be moved.

Commissioner Montanari asked about the high speed ferry in the north dock basin, which was not mentioned in the presentation. Mr. Sechler stated that it could go in the north basin but believes that a high speed ferry would come into just one spot. The south dock basin has a heavier use with more people who are probably coming for a specific reason (theater, sporting event, etc.); keeping this area as a more active place. Mr. Sechler went on to say that they do think there are water taxi stops all the way along in all of the basins in terms of local movement.

Commissioner Reese stated that she really hopes that the history of Demen's Landing will be included in whatever changes occur in this area. It was a major part of the black community, it was the colored beach and is very important to understand the purpose and significance of Demen's Landing. Mr. Sechler stated his agreement.

Commissioner Burke voiced his approval of the Plan and feels the South Basin District needs something done; he is not afraid of the proposed uses. Commissioner Burke asked about the consistency with the Comprehensive Plan. Mr. Sechler outlined the elements to which the DWMP complies with the Comprehensive Plan.

Commissioner Burke asked administration if elements of the DWMP are not consistent with the current land use designation (Institutional) in the South Basin District, can the Plan still be considered consistent with the City's Comprehensive Plan, as a whole. Mr. Dema replied he believes so. He went on to say that right now it was important to view this Plan as a non-binding conceptual document in many facets. The document is putting forth some concrete planning principals and policies, as well as suggestions for what may be done in the future to maximize some of the opportunities that are available in each of the Districts. Finding of consistency today does not bind the City to any of these types of projects. Mr. Dema then cited from the Comprehensive Plan in terms of interpretation: "The Comp Plan is intended to be utilized as a document in its entirety. No single goal, objective or policy, or minor group of goals, objectives or policies should be interpreted in isolation of the entire plan. The Comprehensive Plan shall be construed broadly to accomplish the purpose and intent of the plan." The job of the CPPC is to look at the entirety of the DWMP versus the entirety of the Comp Plan, and not get stuck at what might be a suggestion at this point and may be in the future a starting off point of a discussion of what may be developed in this area.

Mr. Goodwin went on to explain that the current zoning designation for most of the South Basin District is DC-3; the current Future Land Use designation which sits on top of the zoning and provides further limitation is Institutional. The DWMP does not supersede the Future Land Use Map, Zoning Map or Charter requirements, but does allow us to look into the future and identify where the City wants to go, which may involve future

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implementation processes and actions. Mr. Sechler added that this Plan identifies certain opportunity areas that are candidates for the City to think about in a new way; the Plan is trying to advance a set of new ideas.

Public Hearing

Peter Belmont, 102 Fareham Pl N voiced his concern with the proposal for the South Basin District. He agrees with Commissioner Michaels' concern and suggested that the Commission approve the Master Plan with the exception of the South Basin District which should be looked at separately in a more appropriate manner.

Dan Harvey, Jr. spoke in favor of the Master Plan.

Executive Session

Commissioner Michaels stated that he would like to vote for the Plan but is concerned with the hotel element (private use) versus something for public use (e.g. museum) which is in keeping with the Institutional definition. He is having a difficult time with not considering certain elements of the Comprehensive Plan but to consider other elements with this particular project. He could vote in favor if the hotel element was eliminated.

Mr. Goodwin stated that they feel the recommendation is sound and there are multiple objectives and policies of the Comprehensive Plan to support the recommendation of approval. If the Commission is uncomfortable with the hotel, a recommendation can be made that the Plan goes forward with the caveat that the hotel be removed.

Commissioner Wolf stated that he felt the DWMP is extremely consistent with the Comprehensive Plan and took it as presented that any of the specific uses are just suggested uses. He has no objection passing on to City Council the concerns of the Commission that a hotel begins to cross into a private use versus a public use. On whole, the consistency with the Comp Plan far outweighs any elements that are inconsistent and will vote in favor.

Commission Chair Carter voiced his agreement with Commissioner Wolf and will vote in favor.

MOTION #1: ***Commissioner Michaels moved and Commissioner Wolf seconded a motion finding the Downtown Waterfront Master Plan is, on balance, consistent with the St. Petersburg Comprehensive Plan.***

VOTE: ***YES – Michaels***
NO - Burke, Montanari, Reese, Wolf, Carter, Smith

Motion failed by a vote of 1 - 6.

MOTION #2: ***Commissioner Wolf moved and Commissioner Reese seconded a motion finding the Downtown Waterfront Master Plan consistent with the St. Petersburg Comprehensive Plan and refers to City Council with the comments addressed at this meeting.***

VOTE: ***YES – Burke, Montanari, Reese, Wolf, Carter, Smith***
NO - Michaels

Motion was approved by a vote of 6 -1.

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ST PETERSBURG DOWNTOWN WATERFRONT MASTER PLAN

PROPOSED MASTER PLAN

APRIL 20, 2015

St. Petersburg Downtown Waterfront Master Plan

An Inclusive and Accessible Downtown Waterfront for All

APRIL 2015

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This document has been prepared by AECOM on behalf of the City of St. Petersburg, Florida.

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A Word from Mayor Kriseman

Dear Friends,

The jewel of our Downtown Waterfront is one of the reasons the sun shines on the City of St. Petersburg. A century ago, our forefathers entrusted us with this precious community asset, a waterfront that sets the tone for our vibrant downtown, and through our Downtown Waterfront Master Plan process, we are serving as good stewards of the waterfront for our children and future generations.

The decisions we make today will shape our Downtown Waterfront for generations to come. That is why community input was so important in developing this master plan. Preparing this plan required a collective vision, a sense of civic pride, and insight provided by the community. As we move from plans to action, the city will continue to seek the collective wisdom of the unified community voice.

I am proud of the work put into the Downtown Waterfront Master Plan. With this plan, we can continue to serve as good stewards of our waterfront and develop a sustainable relationship between nature and potential downtown development. This plan also calls for enhancing the experience of the water, our park system, and ensures our downtown remains economically vibrant for years to come.

This Downtown Waterfront Master Plan is your plan – it is a plan for everyone who enjoys our treasured waterfront in the City of St. Petersburg.

Thank you for your voice and for caring about our waterfront.

Mayor Rick Kriseman

st.petersburg
www.stpete.org

Our Vision

The City of St. Petersburg, through the Downtown Waterfront Master Plan, envisions a continued legacy of preserved and enhanced open space that is inclusive and offers opportunities for all. It is our understanding and belief that the unrivaled, vibrant and diverse array of community assets stretching from the Coffee Pot to the Pier, and the Pier to Lassing Park working together, will afford greater economic and ecological resiliency for future generations. As a community we seek to be a national model for waterfront stewardship, acknowledging that "we are all connected by water" and that solutions to social, environmental and physical places are best solved by a common understanding that "your issue is my issue". As such our master plan is guided by the following overarching community themes, the five dimensions of the waterfront:

Stewardship of the Waterfront Environment

Developing a sustainable relationship between the natural and built environments

Enhancing the Experience of the Water

Expanding St. Petersburg as a waterfront destination for boaters and non-boaters

An Active Waterfront Parks System

Diversifying the activities of the waterfront to meet a growing community's needs

Economically Vibrant Downtown Places

Leveraging the economic potential of in-water and upland areas along the water's edge

A Connected, Accessible Downtown + Waterfront

Creating continuous linkages, service oriented parking + transit, and increased public access to the waterfront

Introduction

Historic Context

The Downtown Waterfront has long served as the city's greatest physical asset. First settled in 1888 by Peter A. Demens at the terminus end of his Orange Belt Railway, the Downtown Waterfront quickly developed with industrial land uses including an electric-generating plant, fish processing plant, lumberyard and numerous warehouses. By 1900, these industrial activities so disfigured the Downtown Waterfront that a conflict with the growing tourist trade ignited civic interest in a publicly-owned Downtown Waterfront.

In 1902, debate over the future of the Downtown Waterfront began when the Board of Trade, a predecessor to the Chamber of Commerce, approved a resolution calling for a public waterfront park between 2nd and 5th Ave. N. The resolution was backed by William Straub, editor for the St. Petersburg Times, who made creation of the waterfront park system a key goal of his own ambition and professional publication.

In 1905, J. M. Lewis presented a plan to convert nearly the entire Downtown Waterfront into a park. Lewis' plan became a major issue in the 1906 city elections, and the public waterfront supporters eventually won a majority of the seats on the City Council. The new City Council quickly passed a resolution to acquire the waterfront and by the end of 1909 the city held title to most of the waterfront.

As best as can be historically documented from reliable sources, most of the water lots were filled sometime between 1915 and 1919. The Florida Legislature passed Specials Acts in 1917 and 1918 granting title to the city for those submerged lands from Coffee Pot Bayou to approximately Lassing Park adjacent to the city-owned upland. The entire present day Downtown Waterfront east of Beach Dr. and east of 1st St. between 7th Ave. NE and 8th Ave. SE was created by fill.

Between the years of 1918 and 1923, the city acquired several remaining pieces of land and commenced significant improvements to establish scenic water vistas and public recreation opportunities. The value of the Downtown Waterfront was subsequently memorialized by a special provision in the City Charter requiring voter approval before any designated park property can be sold, donated, or leased for a term exceeding those lease terms specifically authorized for the waterfront or park properties.

To protect, enhance and promote St. Petersburg's Downtown Waterfront as one of the premiere waterfront destinations and attractions in the world, voters approved a City Charter Amendment in November 2011 mandating the creation of a Downtown Waterfront Master Plan. The Plan is intended to provide the first integrated vision for the city's entire Downtown Waterfront and its many uses by establishing a master plan and policy framework of guiding principles for future decision making. The guiding principles are represented in the Plan as the five Dimensions of the Waterfront, the Comprehensive Waterfront Needs, and the six District Concept Plans.

Municipal Pier and Yacht Basin circa 1926.

Legal Context

In January 2011, the city's Charter Review Commission ("CRC") convened with the purpose of proposing amendments to the City Charter, to be voted on by the city's electorate in a referendum in November of that year. Among several proposed amendments that came out of the CRC's deliberation was a proposed amendment for the development of the Downtown Waterfront Master Plan ("DWMP"). On November 8, 2011, St. Petersburg voters approved an amendment to the City Charter creating Section 1.02(g) and requiring the City Council to approve a DWMP on or before July 1, 2015. The charter amendment also compelled the City Council to adopt an ordinance setting forth the procedures for the adoption of the DWMP. The amendment required the City Council, prior to July 1, 2012, to adopt by ordinance, a process to create an inclusive master plan for the Downtown Waterfront, the criteria to be addressed, the manner of adoption and a process to assure that adequate inclusive public input is obtained prior to adoption and a requirement for review and update. The ordinance was adopted by City Council in June 2012, and created a new section of the City Code, Section 16.08, which governs the DWMP's seven-year review and update procedures. The DWMP shall be amended by ordinance, with notice given to the public and at least one public hearing before City Council.

The DWMP is a conceptual planning document intended to provide guidance to the city and its people in their stewardship of St. Petersburg's singular Downtown Waterfront environment, parks and amenities. The DWMP is subordinate to federal and state law, the City Charter, the City of St. Petersburg Comprehensive Plan, and the City Code of Ordinances. Therefore, specific recommendations contained within the DWMP may require a vote of the city electorate in a referendum, or other acts of city government and public input, before implementation of plan recommendations may occur. The city shall perform a consistency review of certain projects in the context of the DWMP, including but not limited to, capital improvements and programming proposed for the Downtown Waterfront area. The DWMP shall be interpreted broadly to accomplish its purpose and intent. The DWMP shall be read in its entirety, with no single facet to be construed in isolation of the remainder of the document. After development of the DWMP and other documents that may from time to time be created to implement this plan, the administration and enforcement of the DWMP shall be performed by the city in its sole discretion. The provisions of the DWMP shall be effective upon adoption by the St. Petersburg City Council.

Recent Context

The City of St. Petersburg has been re-investing in its downtown to make it grow and evolve into a more dynamic, diverse, and urban place. With an asset like the Downtown Waterfront, the city is becoming a more pleasant environment to live, work, and play. High density residential development is bringing new people and vitality and is creating 24/7 downtown urban neighborhoods. The robust entertainment, arts and culture scene is also contributing to downtown's success as a local, regional and international destination. Recent additions to this scene include the new home of the Salvador Dali Museum, the Chihuly Collection, the Museum of the American Arts and Crafts Movement and the many different art galleries and studios and craft breweries. Neighborhood reinvestment continues to accelerate in the Historic Old Northeast, Crescent Lake, Crescent Heights, Roser Park, Bartlett Park, Old Southeast, and other neighborhoods close to downtown. Re-investment in these places continues to increase the vitality and community of the city and provides places for young families, singles, and others to call home. These neighborhoods are also being connected to other parts of the city through transit, bikeways, and sidewalks to encourage better multi-modal transportation in the city.

University of South Florida St. Petersburg (USFSP), Bayfront Health and All Children's Hospitals/Johns Hopkins are supporting the community with educational and healthcare related services while these local public institutions are also growing and producing an expanded work force that helps drive a stronger local economy.

The residents and visitors of St. Petersburg also feel a strong connection to the bay and the Gulf. The city is proud of this natural amenity and is continuing to foster and strengthen its connection to the waterways and surrounding natural environment.

The Downtown Waterfront Master Plan was adopted to protect, enhance, and redevelop one of the city's greatest assets in line with community desires to create a community that is socially, economically, and environmentally sustainable for generations to come. This plan supports social, economic, and environmental trends that are making this great city even greater.

The purpose of this plan is to provide planning recommendations based on strong community input to create a vision for the 21st Century. These recommendations will then turn into actionable projects going forward to create a place that was developed by the community.

About the Plan

The Downtown Waterfront Master Plan is the community's vision for the future of the city's Downtown Waterfront. This vision is developed into a framework plan that provides a basis for making decisions for different waterfront environs in the future. The large coverage area of this plan spans from Northeast Exchange Club Coffee Pot Park on the north end to Lassing Parkon the south end. Roughly seven linear miles make up the Downtown Waterfront planning area.

Extensive community outreach including numerous members of the community, stakeholder groups, the Chamber of Commerce DWMP Task Force, local marine scientists, and other technical groups, enabled the project team of consultants and city staff to develop a master plan that has been championed by the local community. On-site assessments with the community as well as community-wide meetings helped to form the plan. The result is a context sensitive and regionally responsive guide for near and long-term implementation.

Plan Organization

The plan is a set of guiding principles that provide a framework for conceptually designed projects to be implemented over time. This framework is made up of overarching themes called the Five Dimensions of the Waterfront which characterize and provide a home for all the various input received from the community. The waterfront is divided into six distinct Character Districts that subdivide the project area into zones of specific use and focus along with a set of Comprehensive Waterfront Needs. Levels of Enhancement have been applied to the waterfront project recommendations to provide a guideline tool for funding specific project opportunities. These levels consist of baseline needs improvements within the public realm, targeted enhancements which provide additional opportunities or solve specific localized problems within the Downtown Waterfront, and transformational changes which are long-term, large-scale changes of regional importance. The Five Dimensions, Comprehensive Needs, Character Districts, and Levels of Enhancement provide a framework for master plan recommendations that lead to specific actions.

Downtown St. Petersburg along the Central Yacht Basin.

Master Plan Assumptions

The planning process included a thorough review of many varying sites within the project boundary for consideration. These sites ranged from public lands on the watefront to private ownership downtown. The project team has made the following assumptions for some of the sites within the study area. The Al Lang Stadium provides a use for sporting events and other community events. This area should remain a sports facility and the plan addresses improvements to the site around the stadium. The Albert Whitted Airport has also been a site for planning consideration and is addressed in the plan to remain as a working airport with potential development opportunities that would benefit the general public on its eastern and southern property boundaries. The Mahaffey Theater and Dali Museum have been developed on public lands. The Dali operates under a long term lease agreement with the city. These two sites have been addressed in the plan by making improvement recommendations to adjacent streets and surface parking lots for potential redevelopment opportunities. The Museum of Fine Arts and Museum of History have been treated as sites of preservation, respecting future expansion plans and providing recommendations to make these two museums more active for the general public.

Review of Existing Plans

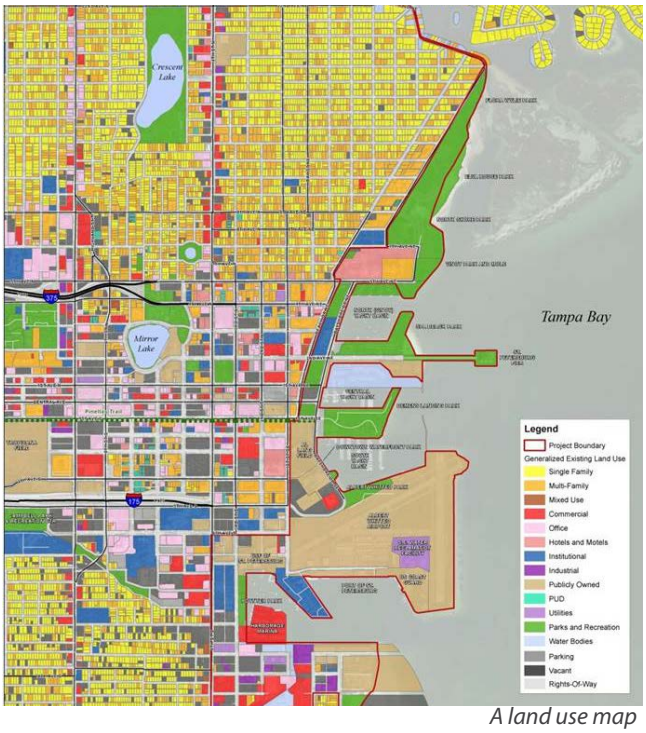
The project team reviewed a significant amount of data, documentation and previous local and regional plans. Some of the most significant documents reviewed during the creation of the technical inventory are listed below:

- City of St. Petersburg Comprehensive Plan
- St. Petersburg Florida - Forging Connections for a Vibrant Downtown Waterfront, September 29–October 4, 2013, ULI Advisory Services
- Neighborhood Plans
- 1999 Airport Master Plan
- Marina Master Plan
- Port of St. Petersburg Master Plan
- Low Impact Development Guidelines (under development)
- 1989 Comprehensive Plan Drainage sub-element adopted (revised 5-21-09)
- 1994 Stormwater Management Master Plan (SMMP)
- 1996 Evaluation and Appraisal Report (EAR)
- St. Petersburg Grow Smarter Initiative
- Redevelopment Plans
  - Bayboro Harbor
  - Intown Redevelopment
  - Central Avenue Revitalization Plan
- July 2014 Pier Working Group Programmatic Element Recommendations
- 2015 review of seven Pier design proposals

Summary of Technical Review

The technical inventory contains the technical information collected in the exploration phase of the Downtown Waterfront Master Plan process. This includes an evaluation of the waterfront parks to describe the current state of the public parkland at the waterfront. Additionally, the current waterside uses of the waterfront are described along with a discussion on the environment and sustainability-related issues on the waterfront area overall. A high-level review of the economic conditions of the waterfront is also included. This information can be found in Chapter 1 of the Site Inventory Workbook, dated March 9, 2015.

- History and Heritage
- Festivals and Events
- Port
- Airport
- Marine Uses
- Infrastructure and Drainage
- Traffic and Parking Patterns
- Parks Department Inventory
- Existing Land Use
- Neighborhoods
- Ownership
- Economic / Market Scan



A land use map

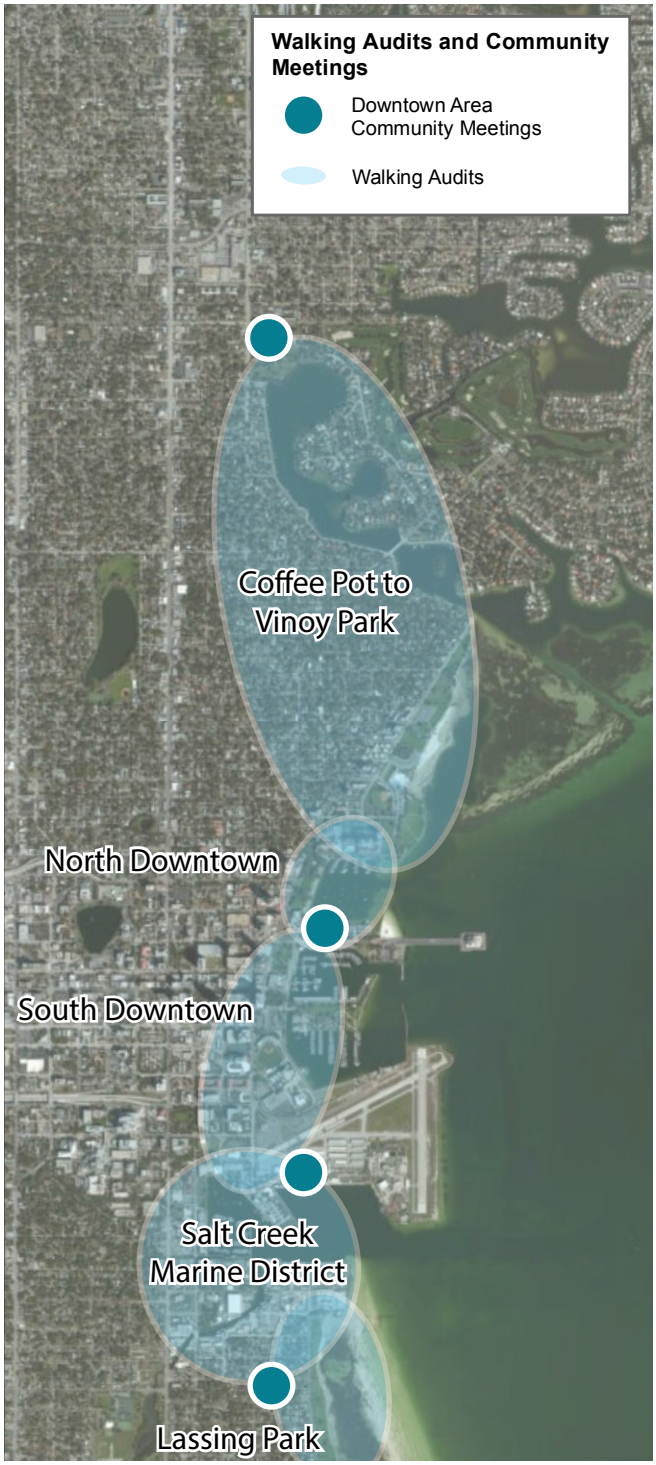
Fans cheer for the Tampa Bay Rowdies, a North American Soccer League team, at Al Lang Stadium.

Section 1: Public Input

Integrated Public Workshops

Public Input Strategy "Listening Phase"

The first phase of the Downtown Waterfront Master Plan emphasized listening to the public through three basic approaches: public workshops, community outreach meetings, online outreach and surveys, and stakeholder meetings. This extensive community outreach guided the creation of the Plan and is summarized in depth in the Site Inventory Workbook.



The public workshops included two primary formats consisting of the following:

Four Walking Audits

All citizens were invited to walk different areas of the Downtown Waterfront as an on-site, interactive technique for identifying concerns of public and private space related to access, connectivity, safety, use, and economic opportunities.

Walking audits are a useful tool for public input when developing a plan because they involve the public and work as a sort of hands-on demonstration of the strengths and weaknesses of an area on-the-ground for the project team. Walking audit participants walked a predetermined route as a group, stopping occasionally to evaluate characteristics people wanted to discuss along the way. Participants completed a survey while they walked to record their observations in a structured manner. Walking audits finished at or near the venue for the Downtown Waterfront Area Community Meetings.

Five Downtown Waterfront Area Community Meetings

All citizens were invited to identify programmatic opportunities and common themes, hear the walking audit debrief, and to engage in a group mapping exercise and table top discussion. See Chapter 3 of the Site Inventory Workbook for more information on the walking audits and community meetings.

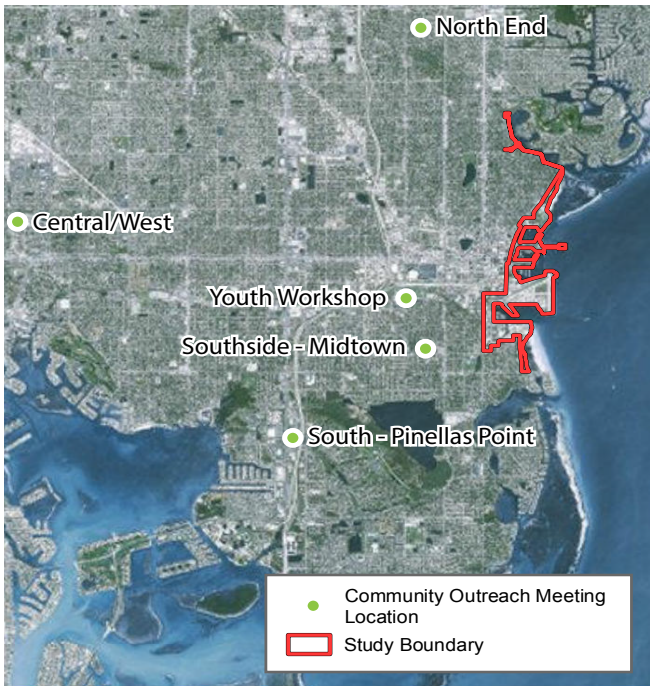
Schedule of Public Workshops

Event	Date
Lassing Park	9/3/2014
North Downtown	9/5/2014
Salt Creek Marine District	9/12/2014
Coffee Pot to Vinoy Park	9/13/2014
South Downtown*	9/19/2014

** Indicates Community Meeting was held without a walking audit due to weather*

Community Outreach Meetings

In addition to the Downtown Waterfront Area Community Meetings, community meetings were held throughout the city (locations in figure to right). An Interactive Youth Workshop was also held at a city recreation center. These community outreach meetings were held to provide additional opportunities to neighborhoods throughout the city to provide input, determine the favorite aspects of the waterfront, and identify locations in which public and private uses should be reconsidered as a part of this planning process. Responses were related to access, connectivity, safety, use, and economic opportunities within the Downtown Waterfront planning area. See Chapter 4 of the Site Inventory Workbook for more information.



Schedule of Community Outreach Meetings

Event	Date
North End	9/6/2014
South - Pinellas Point	9/10/2014
Southside - Midtown	9/11/2014
Central/West	9/17/2014

Youth Workshop

The Youth Workshop was held at the Campbell Park Recreation Center. Approximately twenty-five young people were bused from several recreation centers around the city to Campbell Park. The project team briefly described the Downtown Waterfront Master Plan and highlighted the importance of their input to the planning process. The group was asked a series of questions about the future of the Downtown Waterfront.

The participants discussed their thoughts about the waterfront including what they would like to change and things they like to do there. After the discussion, the groups participated in a park design activity and presented their table's ideas to the project team.

Pictures of typical activities and amenities commonly featured on great waterfronts were given to the participants along with an aerial view of Spa Beach Park. The participants were asked to cut out the pictures of things they wanted to see in that park and "design" the park by gluing the pictures to the aerial photo. Some participants chose to supplement the pictures with drawings in marker. Collage maps prepared by the participants are shown to the right. The participants presented their finished ideas to the larger group. See Section 4.6 of the Site Inventory Workbook for more information about the workshop.

Online Outreach and Surveys

Online Outreach

In an effort to reach the widest possible audience for this outreach effort, the project team wanted to provide enough opportunities for the voices of all interested parties to be heard. The team developed a website that contains background information, related documentation, maps, schedules, and other up-to-date project-related information. Additionally, the city's Facebook and Twitter feeds were used to update the public in real time for the project.

The centerpiece of the project's digital communication efforts was *StPeteInnovision.com*. This website acted like a "Digital Town Hall" where community members could sign up, discuss specific topics and questions, upload pictures, and provide their own ideas as well as comment on and discuss the ideas submitted. This gave the many people who attended public meetings and wished to continue to be a part of the conversation the ability to remain engaged with the project. Those who were unable to attend the community meetings due to work, family, or other obligations were also given an opportunity to participate and be heard through this website.

The StPeteInnovision.com platform allows the community to rate ideas and comments with one to five stars and to comment or have a conversation on idea submittals from residents. The platform also allows staff to run statistics and reports on what people are saying in the "Digital Town Hall". Bicycling, walking, and parking were the most used key words throughout the rounds of topics, rankings, and questions. The list below summarize further some of the ideas that received the highest ratings and the ideas or topics that received the most interactions from community members.

- More pedestrian friendly
  - At night turn Beach Drive into walk only
  - Boardwalk from Vinoy to Dali along Bayshore
- High speed ferry connecting St. Pete to Tampa
- Keep manatees safe
- Convert Al Lang Stadium to soccer/multi-use
- Permanent home for Saturday Morning Market
- Bicycling - safety, lanes, sharing
- Parking Issues (location and convenience)
- Water features (fountains, splash pads)

InnoVision Total Visits

This "Digital Town Hall" allowed citizens to share their thoughts on the Downtown Waterfront.

4,663 Unique Visitors

21,082 Page Views

Sharing InnoVision

StPeteInnoVision.com was shared across a variety of social media platforms.

78 Facebook

8 Google+

10 Twitter

18 Email

11 LinkedIn

125 Total

InnoVision Engagement and Participation

The users generated a flood of meaningful input that continues to inform the planning process. InnoVision draws a diverse group of users from across the city. Visit *StPeteInnovision.com* to see the discussions about the waterfront.

27 Total Topics

298 Participants

3,283 Interactions

54% Male

409 Comments

46% Female

Totals as of 3/26/15

Mail Survey

The project team also wanted to get opinions on the downtown waterfront from the city as a whole. Therefore, a survey was conducted in the Fall of 2014 to help establish priorities for the waterfront. The survey was designed to obtain statistically valid results from households throughout St. Petersburg and was administered by mail, web and phone by a leading community-based market research firm.

The five-page survey was mailed to a random sample of 2,500 households throughout the City of St. Petersburg. In total, 492 surveys were completed from residents located near the waterfront and 202 surveys were completed from residents located further away.

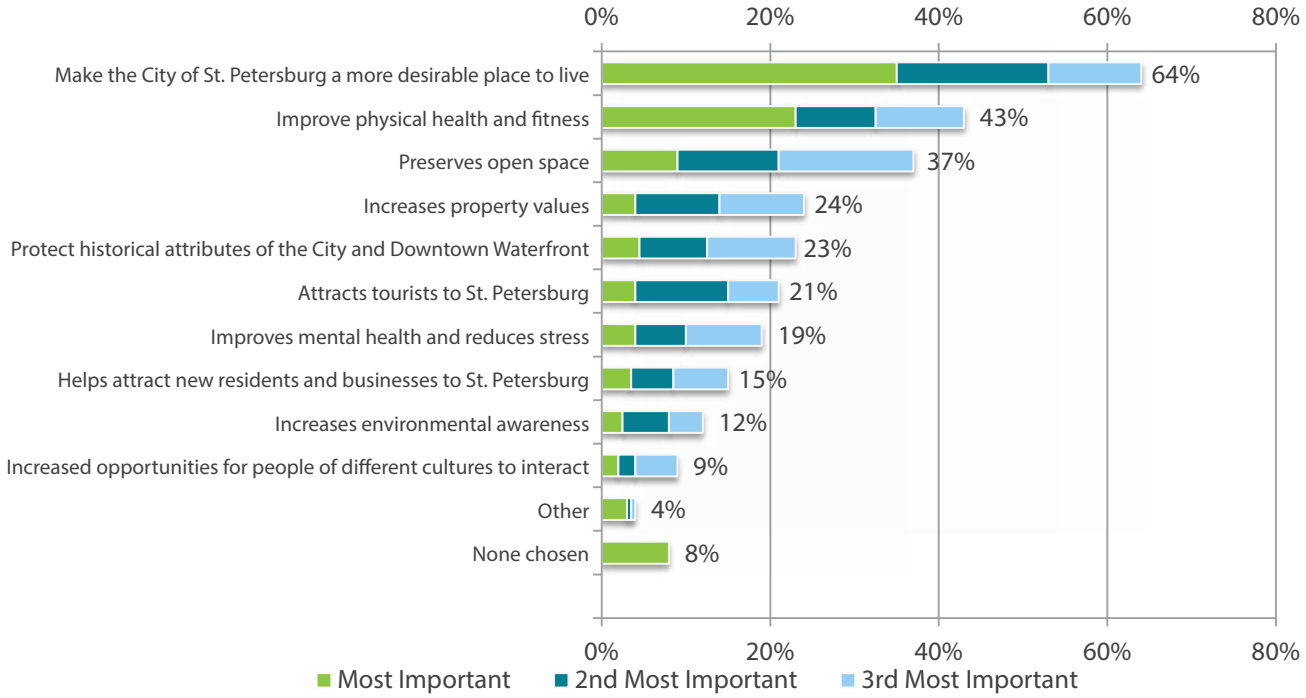
Several of the survey questions had been included in dozens of previous surveys conducted by the market research firm for other clients in the United States over the last five years. This allowed for a comparison between the responses from the City of St. Petersburg to be made with those from other communities nationally.

Overall, St. Petersburg scores at or above the national average in most categories. In particular, the perceived quality of facilities scored substantially higher than the average. Additionally, respondents believe that the waterfront contributes more towards making their city a more desirable place to live and promotes tourism to the city more than the national average.

The results of the survey can be found in Appendix 5 section A.14 of the Site Inventory Workbook along with a description of some of the important outcomes.

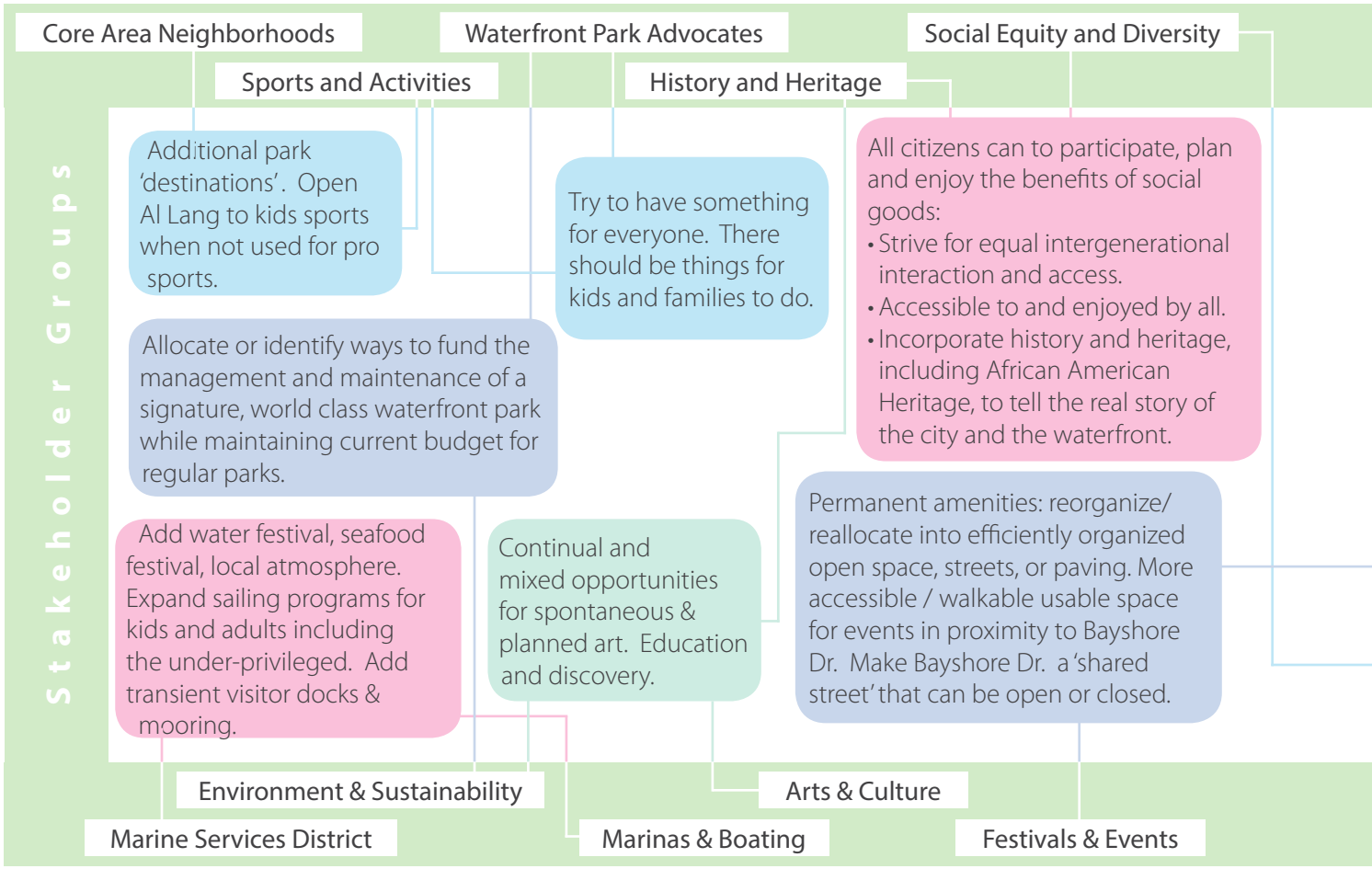
The results from this survey informed the development of the Downtown Waterfront Master Plan and were used in conjunction with the data collected from other methods of public outreach.

Benefits of the Downtown Waterfront



Source: Leisure Vision/ETC Institute for the City of St. Petersburg (December 2014)

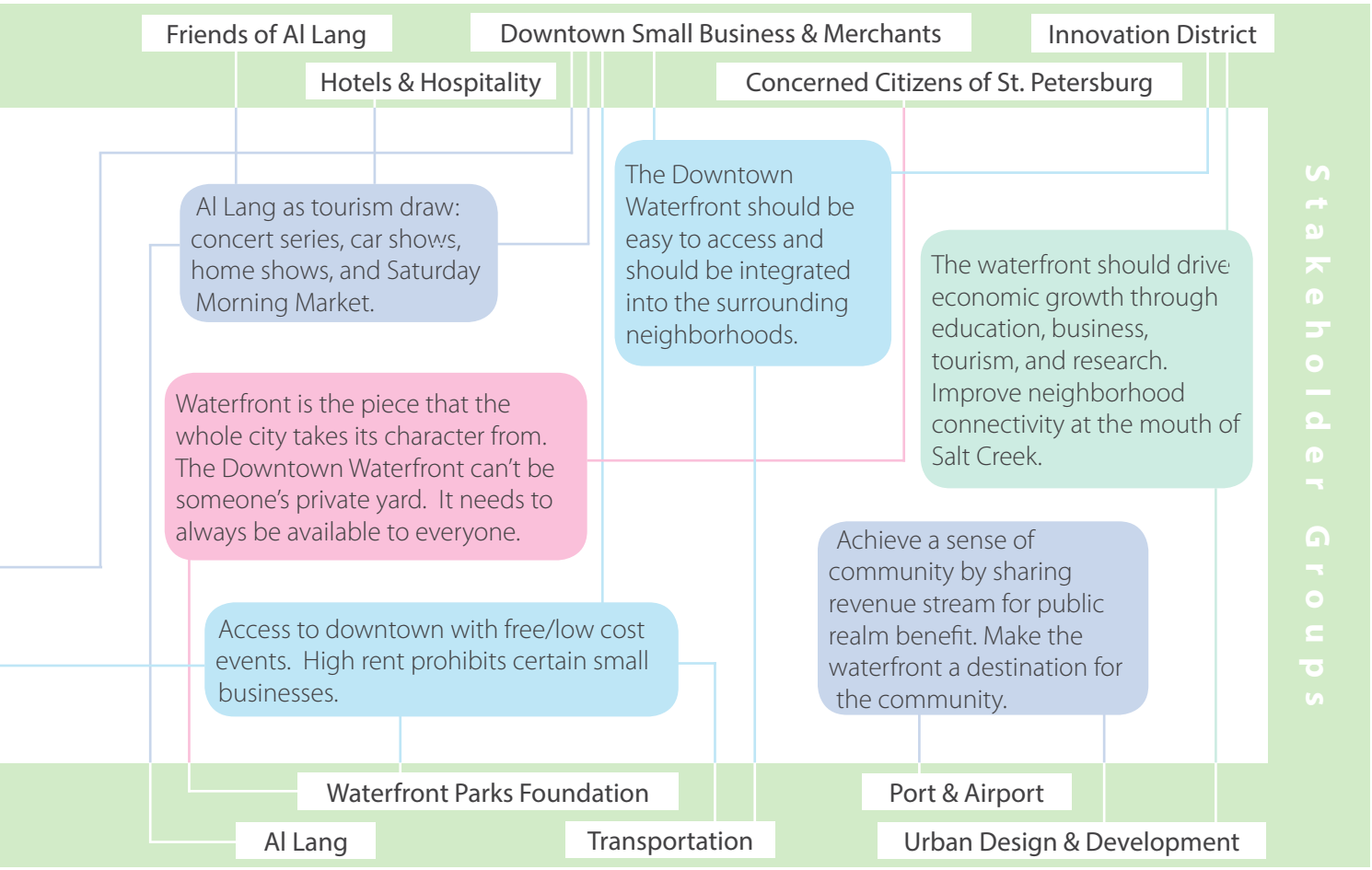
Stakeholder Meetings



The Stakeholder Group meetings were held to bring together representatives from the various institutional and nonprofit interests within the Downtown Waterfront study area. The project team wanted the waterfront to continue to be a great place to do business while still being compatible with the visions of the various people and organizations that call the waterfront home. Additionally, these core group members provided an important local perspective about the history of the area and about the difficulties inherent in organizing large events on the waterfront. Comments from people representing the various groups were considered along with the information gathered in public workshops, surveys, and online to develop this master plan.

The general program for the stakeholder meetings consisted of one project team member asking a series of general questions about the stakeholders to get the conversation started while other team members would note the responses. The team spent approximately one hour with each stakeholder group discussing their interests and aspirations for the Downtown Waterfront. The various groups ranged in size from five individuals to a group of nearly twenty people.

In addition to the Common Themes listed on the following page, each specific stakeholder meeting also generated ideas about the waterfront that helped guide the vision and goals for the future plan. As the meetings progressed, ideas brought up and discussed



were similar to ideas developed from previous groups. These similarities are captured above.

Many big ideas were generated from the outcome of these meetings. The information collected was used to guide the vision for the future of the Downtown Waterfront. Notes and dates from each stakeholder meeting can be found in Chapter 5 of the Site Inventory Workbook.

Common Themes

- Environment - enhancement and resiliency
- Access - social and physical to / from the water
- Activity - provide options not only events
- Connectivity - connect areas along waterfront

Section 2: Planning Framework

Plan Themes: Five Dimensions of the Waterfront

1 **Stewardship of the Waterfront Environment**
Developing a sustainable relationship between the natural and built environments

2 **Enhancing the Experience of the Water**
Expanding St. Petersburg as a waterfront destination for boaters and non-boaters

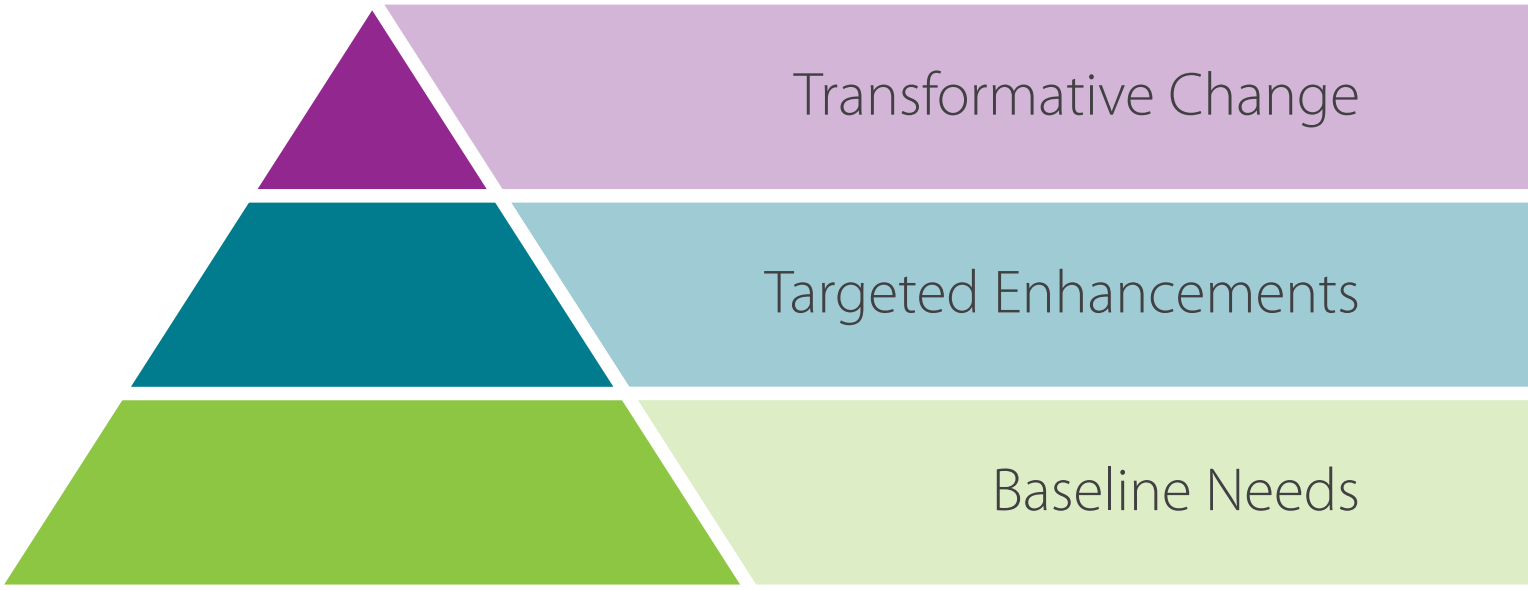
3 **An Active Waterfront Parks System**
Diversifying the activities of the waterfront to meet a growing community's needs

4 **Economically Vibrant Downtown Places**
Leveraging the economic potential of in-water and upland areas along the water's edge

5 **A Connected, Accessible Downtown + Waterfront**
Creating continuous linkages, service oriented parking + transit, and increased public access to the waterfront

Levels of Enhancement

Each of these dimensions has specific issues associated with it that will drive the planning process. To better understand the component issues they can be divided into three levels of enhancement, described below. The following pages classify the common themes and issues identified in the public outreach process.



Applying the Framework:

The Master Plan recommendations are based upon a planning framework that received broad validation from the general community, stakeholder groups, and city leadership: Five Dimensions of the Waterfront. In developing the actual plan, it is recognized that certain aspects of the Dimensions such as social equity and diversity, climate change, resiliency, water quality, and transportation and circulation are ubiquitous – they are guiding ideas or 'baseline' values and experiences that should be available and applied across the entire public waterfront to realize the Vision. These ubiquitous needs are covered in the Comprehensive Waterfront Needs section. Other manifestations of the framework are best described within the six Character Districts, because the application of the framework and level of appropriate intervention will vary from place to place.

Therefore, the master plan is structured to include the guiding ideas for the entire waterfront or "Comprehensive Needs" section. Following this high level description of values and experiences, the plan provides detailed conceptual explorations of opportunities within the context of the six Character Districts where the planning framework is applied to address issues or opportunities specifically identified through the public input and analysis efforts.

The three Levels of Enhancement, (Baseline Needs, Targeted Enhancements and Transformative Change) are not intended to be a priority ranking; they are intended to differentiate projects of different cost, complexity and impact.

Concept drawings and sketches in the Character Districts are intended to illustrate possible solutions and opportunities that can implement the Five Dimensions of the Waterfront. The concept drawings are not the only solution that may realize an opportunity or needed improvement. They should, however, be used to help form and guide specific Downtown Waterfront projects.

Transformative Changes are long-term, large scale changes to the waterfront that have significant, substantial, or even regional benefits. These changes may include improvements like increasing the size or quality of natural habitat, creating additional breakwaters to improve the functionality of the marinas, increasing multi-modal access to the waterfront, and developing additional regional attractions on underutilized land.

Targeted Enhancements are changes that can be implemented in a phased approach with additional funding partners to provide additional opportunities for activities at the waterfront. These changes may include improvements like increasing water circulation through the marina basins, providing more transient visitor docks, building additional restrooms, concessions and water activities, and accommodating water transportation options.

Baseline Needs are changes that can be implemented in the short-term at a relatively low cost per item. These changes may include implementing low-impact development guidelines to protect water quality, provide better facilities for human-powered watercraft storage and access, provide additional shade with Florida-friendly tree species, provide seating, recycling bins and trash cans, wayfinding and other amenities to make a better waterfront park experience, and improving the quality and quantity of biking infrastructure.

1 Stewardship of the Waterfront Environment

Introduction

St. Petersburg will realize a sustainable relationship between the built and natural environments. This includes a commitment to a healthy bay ecology by implementing best management practices to prevent and repair point source and non-point source urban pollution in the bay. The city should celebrate its waterfront ecology and expand viable habitat where practical. The city should also create an environmentally resilient relationship with the waterfront, in the form of storm surge protection through natural and man-made techniques to buffer wave action while maintaining water quality and environmental habitat. All development will comply with floodplain best management practices. The incremental rise in mean tide elevation will be monitored and acknowledged in future development plans.

Observations

- The waterfront is the shared amenity for the entire city.
- The waterfront provides cultural and economic value to the city.
- Maintenance of water quality and natural ecosystems is a challenge.
- Insufficient treatment of stormwater runoff direct to Tampa Bay.
- Dynamic wave action in basins during typical rain and wind events.
- Siltation and lack of flushing in basins and channels.
- NOAA tide data shows mean sea level increase of 8-10" in last 65 years.

Concerns

- Poor water quality in the bay and bayou.
- Loss of habitat and biodiversity.
- Boating facilities are not well protected.
- Wave impacts of a potential tropical storm or hurricane.
- Lack of understanding of the importance of these issues.

Values

- Water's edge that is clean enough to swim and fish in.
- No floating litter in the bay.
- Protection from the wave action of storm events.
- Maintained natural views to Tampa Bay.
- Ability to see flora and fauna within the bay environment.

Ideas

- Improvements to stormwater structures before outfall, in the basins, watershed, and region.
- Enhanced green practices and education.
- Metrics and community education to track enhanced water quality.
- Enhance seagrass and mangrove communities in key areas.
- Improved basin flushing and maintenance.
- Updated concepts for breakwaters and storm protection.
- Continue to work with USF marine scientists and other agencies to monitor climate change and sea level rise.

Resulting Plan Components

- Ecology of the city, flow-ways and bay
  - Water quality – habitat and swimming
  - Urban outfalls and drainage basins
  - Maintaining the basins and waterways
- Resilience and climate adaption
  - Protecting the city and boating economy
  - Sea level rise and storm surge
  - Urban canopy
  - Shoreline protection

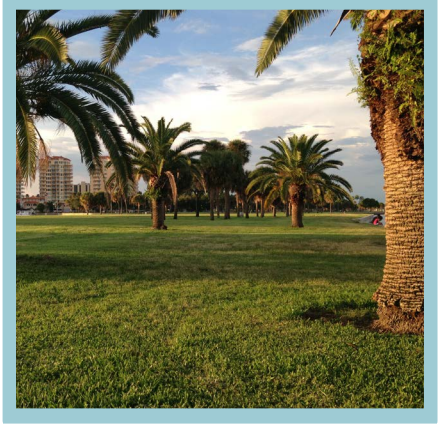
A sustainable relationship between the natural and built environments

Baseline Needs

- Preserving the waterfront for future generations
- Safe fishing
- No floating litter in the bay
- Demonstration projects
- Enhanced water quality and monitoring programs
- Mitigate pollutants and contributing land uses
- Defining metrics to measure progress
- Fertilizer and landscaping ordinance
- Low impact development guidelines
- Intergovernmental coordination
- Educational signage

Targeted Enhancements

- No untreated stormwater dumping into Tampa Bay
- Improve existing recycling system
- Improved basin flushing
- Implement living shoreline (pilot projects) appropriately located and scaled
- Establish sustainable districts and overlays (ecological, net zero energy, zero waste, or carbon neutral)
- Flexible and informal space along waterfront with targeted areas for activities and access to water



Transformative Change

- Water quality suitable for Swimming at beaches
- Breakwater system to improve and increase habitat and provide storm protection
- Reduce impervious areas (parking lots) and increase use of natural areas
- New programs to re-establish mangrove habitat in targeted areas

2 Enhancing the Experience of the Water

Introduction

St. Petersburg will be the leading Downtown Waterfront destination on the Gulf Coast: a place of diverse waterfront access for all its citizens and visitors. Marine based recreation will be expanded and enhanced through increased dockage for large and small vessels. New forms of regional connectivity will be served with ferry connections between cities and water taxi services along the waterfront. Reconfigured basins with efficient organization and secured wave protection will support waterfront activities. Non-boaters will enjoy increased opportunities to experience the waterfront through boat rentals (motorized / non-motorized), increased access to the water's edge, and fewer fence and parking lot obstacles.

Observations

- The use of boating facilities has increased from past decades.
- The size, scale and quantity of water vessels increased over time.
- Short term dockage is not meeting regional needs or existing demand.
- There is a strong relationship between water tourism and boat maintenance.
- Salt Creek siltation is reducing the functionality of maintenance yards.
- The current marina fencing and parking separates pedestrians from water's edge.
- Very limited options for rentals, food or activity at water's edge.

Concerns

- Basins are too dynamic to fully utilize, particularly North / Vinoy.
- Difficult to sail or kayak the water's edge when northern or eastern wind are blowing.
- Not enough locations for non-boaters to access the water.
- Seawalls limit access to water.

Values

- Develop and expand St. Petersburg's "Eastern Door" as a regional or Gulf destination.
- Enhance the use of the bay and basins as a recreational asset for boaters and non-boaters.
- Leverage and expand the value of the waterfront as an economic engine.

Ideas

- Consistent, wide sidewalks along water's edge.
- Reduced parking, fencing along water's edge.
- Modernize the marina, dockage and breakwater facilities.
- More transient visitor docking opportunities.
- The city should plan for water taxi and ferry opportunities.
- More facilities to store, rent and put in non-motorized watercraft.
- Enhanced beach and swimming opportunities.
- More waterfront dining.
- A larger, protected 'intra-harbor' boating experience.

Resulting Plan Components

- Boating and marina enhancement
  - Basin protection and channel maintenance
  - Transient visitor docks, ferry and total capacity
  - Viable boating and marine support services
  - Increased programs for water related education
- Access to Water's Edge
  - Public access along the bulkhead (reduce and relocate parking immediately adjacent to water)
  - Waterfront dining and respite in downtown areas
  - Opportunities to touch the water (beach and steps)
  - Rentals for motorized and non-motorized watercraft

Expanding St. Petersburg as a waterfront destination for boaters and non-boaters

Baseline Needs

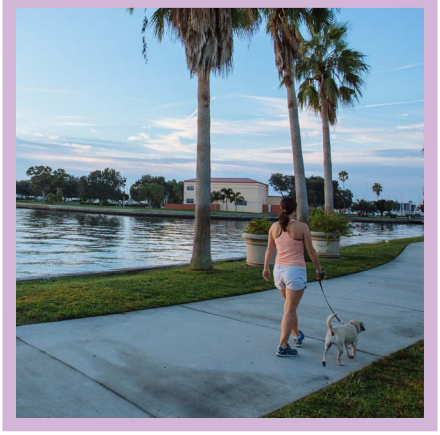
- Preserve and enhance views
- Create breaks in the seawall to provide access to water
- Consistent, wide sidewalk along the water
- Wayfinding for waterfront facilities
- Human powered watercraft storage and access

Targeted Enhancements

- More visitor boat docks
- Modernize the marinas
- More waterfront dining
- Enhance Spa Beach
- Water taxi
- Ferry service (Tampa, Apollo Beach)
- Pedestrian swing bridge at the mouth of Salt Creek
- Bridge connecting fine art and history museums

Transformative Change

- Breakwater system to enhance boat protection and create blue way for non-motorized craft
- Reallocate streets and parking away from waterfront / make pedestrians the priority along water's edge



3 An Active Waterfront Parks System

Introduction

The Waterfront Parks of St. Petersburg will balance the historic character of open greenspace with new opportunities for recreation to serve the needs of a changing community. The parks will retain their traditional sense of relaxed community green space with clear site lines and flexible use, but with 'light touch' enhancements to baseline character and comfort such as shade, water, seating, art, discovery, and play. Specific locations will be developed at a higher level as nodes for targeted community experiences and places of transformational change. This approach will allow the parks system to remain a place reflective of both St. Petersburg's historic character as well as its diverse and energetic future.

Observations

- Beautiful views to water and bay.
- Parks are regularly used by walkers, runners, cyclists, and boarders.
- Some areas have a dated appearance or limited maintenance.
- Limited amenities, inconsistent pedestrian access, lighting, shade.
- The parks do not fully meet the needs for community recreation.
- Difficult to have an 'extended' experience of multiple activities.

Concerns

- Tension between local and neighborhood uses and large events.
- Tension between desire for passive appearance and active needs.
- Cost of enhancement to waterfront and other city parks.

Values

- Public access for everyone in community.
- Maintain and enhance comfort, beauty, shade, seating, and views.
- Incorporate new activities while maintaining green space with water views.
- Continue to limit private development in parks to small facilities (i.e. concessions, band shells, and small buildings for public restrooms).
- The Saturday Morning Market and seasonal events.
- Continuous waterfront trail and pathway.
- St. Petersburg's history, arts community and sense of environment.

Ideas

- Create more consistent comfort, character and pedestrian access.
- More child friendly places and casual activities: hammocks, game tables, swings, bocce, fishing.
- "Tell the story" with interpretive signage including African-American Heritage, integrated art, history and heritage, and discovery opportunities.
- Nodes of Activity: splash pad, skate park, rentals, concessions, picnic amenities.
- New facilities for Saturday Morning Market & other uses.
- Tiered events venues locations.

Resulting Plan Components

- Preserve and enhance St. Petersburg's character
  - Community parks, informal green, open vistas
  - Increased 'baseline' treatment and comfort
  - "Tell the story" – art, discovery, education
  - Nodes of activity to support emergent uses
  - Context sensitive response: "Baseline needs, targeted enhancements, transformative change"
- Supporting large community gatherings
  - Diversify event locations
  - Support Saturday Morning Market
  - Maintain a 'sports on the waterfront' experience

Diversifying the activities of the waterfront to meet a changing and dynamic community

Baseline Needs

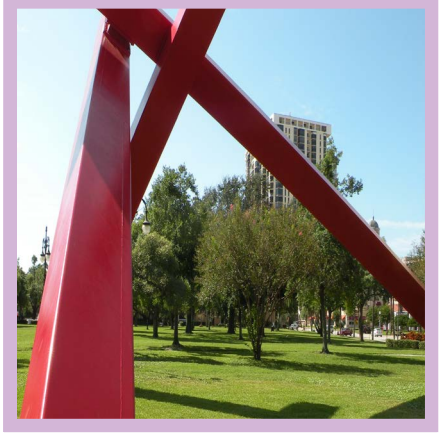
- New shade trees
- Open vistas
- Benches
- Drinking fountains
- Improve pedestrian and bike access to parks
- Site furniture standards
- Integrated art in parks
- Natural play areas
- Interpretive signage and less sign clutter
- Maintenance
- Florida-friendly planting
- Planted stormwater areas
- Balance uses and demands
- Child-friendly events
- Affordable activities

Targeted Enhancements

- Splash pad(s)
- Skate Facility
- Restrooms
- Light concessions
- Non-motorized boat rental
- Equipment storage
- Picnic areas (shelters, tables, chairs, grills)
- Beach maintenance program
- Reduce or reallocate parking
- Saturday Morning Market venue
- Small music venue
- Access to water / swimming

Transformative Change

- Convert Bayshore Dr. to a "convertible street"
- Acquire additional waterfront land to "thicken" parks
- Arts destination - art trail & art "anchor pieces"
- Multi-modal access to parks and events
- Reallocate events across waterfront parks



4 Economically Vibrant Downtown Places

Introduction

The waterfront should continue to be an asset and venue for economic vitality for the entire community. Access to the water should be a source of social and economic value to the residential neighborhoods. The waterfront should be a place of economic activity for small business in niche locations to energize events and provide limited day to day comfort such as recreational rentals and sundries. And the waterfront should be leveraged as an opportunity for job creating economic development to support the recreational marine industry, scientific research, education, transportation, and cultural tourism.

Observations

- Waterfront proximity provides value to adjacent properties.
- Waterfront access provides value to inboard neighborhoods.
- Many places on the waterfront are single purpose and not consistently active.
- The area from 1st Ave. S to Salt Creek is not as active on a daily basis.
- The technology based jobs potential of the deep water port and 'Innovation District'.
- Very limited food and beverage opportunities along water's edge.

Concerns

- The economic potential of the city is not being fully realized in the Innovation District.
- Over development will create noise or activity impacts for downtown residents.
- Publicly owned land will be given up to private development.
- Obsolete facilities on the waterfront.

Values

- Economic expansion through medical, technology, research and marine sciences.
- Measured locations for economic development.
- Partnerships and collaboration between entities.
- Multi-use places and facilities.
- Opportunities for both high and low price points.

Ideas

- More pathway, activity 'places' that engage the water.
- New opportunities for startup business and inexpensive retailing.
- Enhanced working waterfront and Salt Creek Marine District.
- 'Collaboration Zone' with USFSP, hospitals, research, airport and port.
- Collected opportunities for linked small museums.
- New uses for water treatment plant.
- Re-arrangement of some land holding and facility locations.

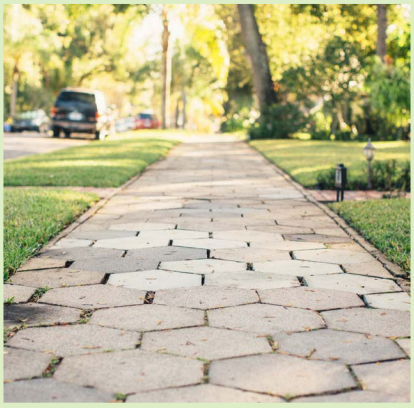
Resulting Plan Components

- Preserve and enhance neighborhood character
  - Extend the waterfront value into the neighborhoods
  - Neighborhood park levels of service
  - Local access and activities linking all parts of the city
- Realizing St. Petersburg's economic potential
  - Collaboration with 'Innovation' partners
  - Deep water port, research, sciences and airport
  - Salt Creek marine industries
  - Pier redevelopment as local and global destination
  - Active or 'urban' cultural entertainment venues
  - Opportunities for small business incubation

Leveraging the potential of in-water and upland areas along the water's edge

Baseline Needs

- Neighborhood and family focused, meeting needs for all people
- Require new development to be consistent with existing neighborhood character
- Seating, shade, recycle bins, trash cans, drinking fountains
- Signage and wayfinding (directional and educational)
- Art component in new public spaces
- Maintain and increase local business opportunities
- Gathering spaces with food

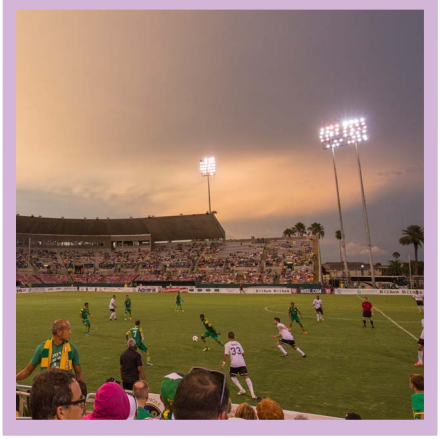


Targeted Enhancements

- Facilitate pedestrian movement
- Improve staging for events
- Salt Creek – enhance and connect area to tell its working waterfront story
- Increase entertainment/event venue options to reduce burden on Vinoy Park
- Outdoor market place
- Water sports rentals
- Water taxi

Transformative Change

- Al Lang Field redevelopment
- Pier uplands with restaurants and entertainment
- Large covered market pavilion
- Conference/Hotel destination near the South Basin
- Arts destination - art trail & art "anchor pieces"
- Leverage USFSP and other Innovation District institutions to improve K-12 opportunities



5 A Connected, Accessible Downtown Waterfront

Introduction

The St. Petersburg waterfront will be a place that prioritizes people over automobiles. The community will continue its evolution as an urban place with more pedestrian access to the water's edge, supported by bicycles, local jitney, and trolley service. Parking will migrate away from water's edge so that a higher percentage of automobile access will occur on-street or in parking structures within walking distance. Navigation will be enhanced with clear wayfinding and a continually improved urban experience that includes a continuous linked, branded system of trails from the Coffee Pot to Lassing Park.

Observations

- St. Petersburg is largely a traditional grid which allows for a walkable city.
- Superblocks and geographic obstacles reduce access below 1st Ave. S.
- St. Petersburg is moving toward a more multi-modal culture.
- St. Petersburg is predominately car-reliant.

Concerns

- Difficult to understand how to access downtown parking and circulation.
- Parking location, time restrictions, and cost may not be optimized to meet the needs of the waterfront parks, businesses and residents.
- Trolley system is not well understood or consistent.
- Wayfinding system for public parking and circulation is not fully functional.
- Insufficient bicycle facilities.
- Special events close large sections of the waterfront to locals.

Values

- Pedestrian and bicycle facilities.
- Sidewalks, short crossings and slow traffic.
- Reward the pedestrian experience with active ground floor development.
- Land, water and air access to St. Petersburg.

Ideas

- Bike share and more prevalent bike facilities.
- Shared-use (flush curb) streets and parking for Saturday Morning Market, and other Bayshore Dr. events.
- Enhanced trolley service linked to public parking, particularly during events.
- Expanded trail systems leading inboard neighborhoods to water.
- Linkages to Central Ave. corridor development as well as Mirror Lake, Roser Park, Bartlett Park and other inboard nodes of activity.
- Wayfinding system that assists with access to destinations and public parking.
- Affordable and optimized public and private parking locations.

Resulting Plan Components

- A fully connected system
  - Heels and wheels
  - High quality streets, sidewalks and trails - Downtown to Lassing Park
  - 'Pearls on a string'
- An integrated multi-modal system for moving people
  - Wayfinding system
  - Coordinated parking with multi-modal access (public and private)
  - Increased service, reliability and branding for trolley and other transit services
  - Bike share and bike facilities
  - Reward the pedestrian experience and behavior

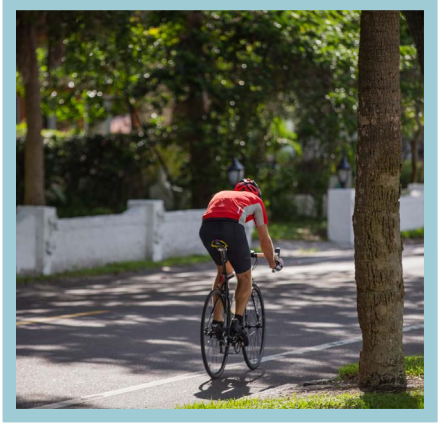
Continuous linkages, service oriented parking and transit, increased public access

Baseline Needs

- Improved bike lanes (increase length and connectivity)
- Shade and benches at trolley stops
- Wider sidewalks
- Reduce pedestrian crossing distances
- Lower vehicular speeds
- Wayfinding signage – all modes
- Canoe and kayak trails
- Buffers from motor vehicle traffic

Targeted Enhancements

- Increased quality of service for bike and pedestrian facilities
- Improved access to downtown and waterfront with better public transportation
- Create more east-west corridors into the city from waterfront
- Multi-modal links
- Links to parking garages
- Bike and kayak lockers
- Bridge and pathway systems to connect Old Southeast
- Reallocate parking, shift away from water's edge
- Seawall maintenance
- Bridge connecting fine art and history museums
- Water taxi



Transformative Change

- Cross-bay ferry service
- Bike share program
- Pedestrian swing bridge
- Breakwater system for improved boating use and protection
- Repurpose Bayshore Dr. to a "convertible street"
- Pedestrian and street corridors to have water views from avenues
- Demand-driven variable-rate pricing for parking

Section 3: Program Refinement & Master Plan Recommendations

Comprehensive Waterfront Needs

The following plan recommendations were developed as a response to the input of the thousands of citizens who participated in the various forms of public outreach described in Section 1. These comprehensive waterfront needs are design and operational concepts that should be applied where appropriate across the entire waterfront planning area as specific individual projects are developed. Here they are listed in a general order of importance; however the specific needs for individual projects may vary by their location along the waterfront.

Social Equity and Diversity

Social Equity and Diversity should be included in all facets of the Downtown Waterfront. Barriers of class and race should be broken down and a new Downtown Waterfront should be accessible to all in the City of St. Petersburg. Making multi-modal connections to all neighborhoods and creating a business climate that allows small business to thrive in downtown will create a more diverse and viable community in the future.

Future improvements should not only be sensitive to St. Petersburg's past, but embrace diverse cultures as part of the Downtown Waterfront. Event programming with a variety of content, activities and price-points, interpretive signage and artwork, and small business development should make the Downtown Waterfront a showcase for St. Petersburg's diverse tapestry of business and cultural entrepreneurs.

Improvements should also continue to increase access to the waterfront for people with disabilities. New additions and upgrades to facilities and public space on the waterfront should include universal design principles from the inception to create world-class inclusive public spaces for people with the entire spectrum of physical abilities.

Climate Change, Resiliency, and Water Quality

History shows that communities typically adapt over time, either organically or through planning, to changing trends in the coastal environment. The impacts to waterfront infrastructure due to variations in sea level, storm frequency, and storm intensity are

addressed as the community develops or redevelops those waterfront areas. The key to achievable climate adaptation is to have policies in place that incorporate climate change considerations into the development of every waterfront project. The City of St. Petersburg's continued adaptation to sea level rise and climate change should occur in a similar way.

Climate change in coastal communities is often associated with sea level rise. Sea levels are projected to increase from 6 inches to several feet over the next 50 years – a highly variable and uncertain range of possibility. In addition, rising water temperatures are expected to result in secondary impacts including more extreme storms and more extensive coastal flooding with even greater variability. Predicting sea level rise and the associated secondary impacts is highly uncertain and designing and constructing a project today to armor a community's entire shoreline for the next 50 to 100 years is not advisable due to the high cost to construct and the extreme variability in projections for climate change.

Designing a shoreline protection project today for a city's entire waterfront based on these highly uncertain climate change predictions would cost tens of millions of dollars to construct and may not meet the desired goals if the climate change is later shown to be more extreme than predicted. As such, communities adapt to climate change in a piecemeal manner over time as

Spa Beach Park with the North Yacht Basin and downtown beyond.

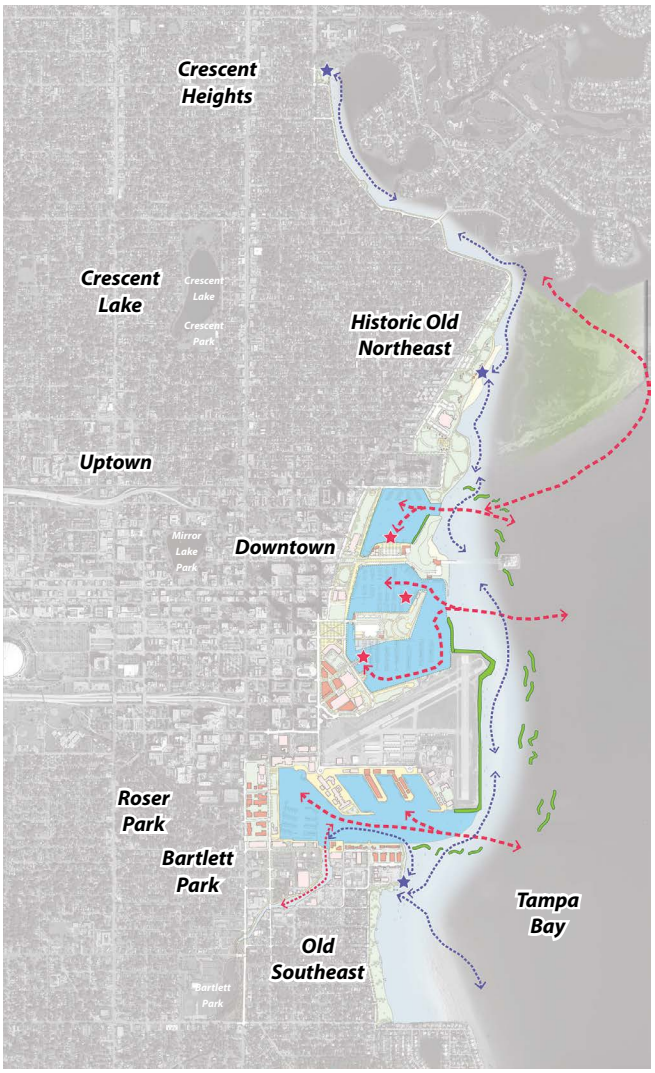
the understanding of the climate progresses and using the best available information at the time the areas near the shore are developed and redeveloped.

The appropriate climate adaptation policy for St. Petersburg is for areas of the waterfront undergoing redevelopment to include consideration of the project's life cycle and the projected climate changes (sea level rise, storm frequency, storm intensity) over that life cycle. For example, development or redevelopment of buildings might typically be expected to last for 50 to 75 years. When designing buildings located near the waterfront the design should include elevations and hardening to withstand not only the current water levels but also the expected coastal climate over that 50 to 75 year life cycle. Similarly, utilities, seawalls, roads, and parks in the waterfront area that undergo redevelopment or repairs should include consideration of projected sea levels and storm events over their life cycle. In this way, the waterfront adapts to climate change in a piecemeal fashion, spreading the costs over time and designing using the best information available at that time.

New development or redevelopment in city waterfront areas should include consideration of climate change over the project's life cycle. All efforts should be made to use state-of-the-art science for the prediction of climate change available at the time of redevelopment. Roads, open spaces, and seawalls should be raised as they are redeveloped. Dual purpose features such as seating berms, knee walls, and other similar structures should be included in new development or redevelopment projects to impede flooding. Critical infrastructure should be moved away from the waterfront and elevated above flood levels where possible. Additionally, salt tolerant plantings should be included along the waterfront in areas of expected inundation.

Basin and Shoreline Protection

St. Petersburg's Downtown Waterfront is vulnerable to natural systems and forces. The City of St. Petersburg will complete a long range plan for basin function, water quality, and boating facilities in conjunction with measures to mitigate increased storm surge and wave action. Community wide storm exposure creates wave action in the yacht basins and rough conditions



Living breakwaters would improve water quality, protect the marinas and improve boating access to the Downtown Waterfront, and create a shoreline more resilient to extreme weather.

for small craft while degrading natural habitat and eroding soft edges. Protection is needed and comes in many different forms. This may include traditional and non-traditional (living breakwater) opportunities to allow the entire waterfront to be more resilient to wave impacts and more navigable for small craft.

Conventional breakwaters are typically associated with high cost, high visual impact, and greater potential for permitting challenges. Living breakwaters are a natural-based protective technique that provide many benefits to the community. These techniques improve aesthetics and usability, enhance and increase habitat, improve water quality, provide educational opportunities, and most importantly protect the

shoreline and basins while creating a calmer waterway for small craft to navigate the edge. This concept requires further engineering analysis and design, location and size to be determined. The system of living breakwaters should continue to build over time.

Environmental Best Management Practices should include improvements to outfall points, "low impact design" features for parking lots, streets and parks and environmentally sensitive solutions to waterside breakwaters and basin water quality.

A Resilient Waterfront

As a vision plan and framework for future growth, the Downtown Waterfront Master Plan focuses on enhancing the vibrancy of the core area within an urban context to further improve function and aesthetics while promoting economic vitality through private investment. The success of the plan is through thoughtful implementation from engaged stakeholders and leadership, and with continued input from the community, focused on integrating the natural, built and social environments within each improvement project. This integration provides the platform to leverage natural systems enhancing the waterfront user experience while offering protection against natural hazards resulting from a changing environment.

This whole system integrated planning approach is critical to increasing the resiliency of the St. Petersburg's downtown waterfront and allowing the vision to be realized. Utilizing a flexible, adaptable and well-informed set of guiding principles comprised of relevant and implementable mitigation strategies provides the City with the confidence necessary to grow in the face of future uncertainty.

The Downtown Waterfront Master Plan offers an opportunity to move the City towards resiliency and to protect natural and man-made assets through integration of adaptive planning strategies and to begin cultivating a paradigm shift related to living with the natural environment. The plan also provides a platform to elevate the resiliency discussion and inform

The three yacht basins, parks and downtown

the community of its importance for the future of the City.

Policy changes and land development code requirements are a key component to lead the City towards resiliency. These policies could be implemented as voluntary through local competition initiatives, waterfront district or zoning specific, surcharges for use, incentivized compliance or as mandates, offering implementation flexibility.

Example policy changes being considered by other communities that would be most impactful in the waterfront environment include:

Ban on sale of styrofoam (cups, takeout containers, etc.)

- Reduces quantity of floating trash ending up in stormwater collection system and waterways. (Adopted by: Miami Beach, Washington DC, Portland, Minneapolis, New York, Seattle, San Francisco, over 50 other California communities, and many others)

Ban on plastic bags and straws

- Reduces quantity of floating trash ending up in stormwater collection system and waterways. (Adopted in some fashion by: Honolulu, San Francisco, Santa Cruz, Los Angeles, Malibu, Fort Collins, Boulder, Chicago, Portland, Seattle, Olympia, Washington DC, and many others)

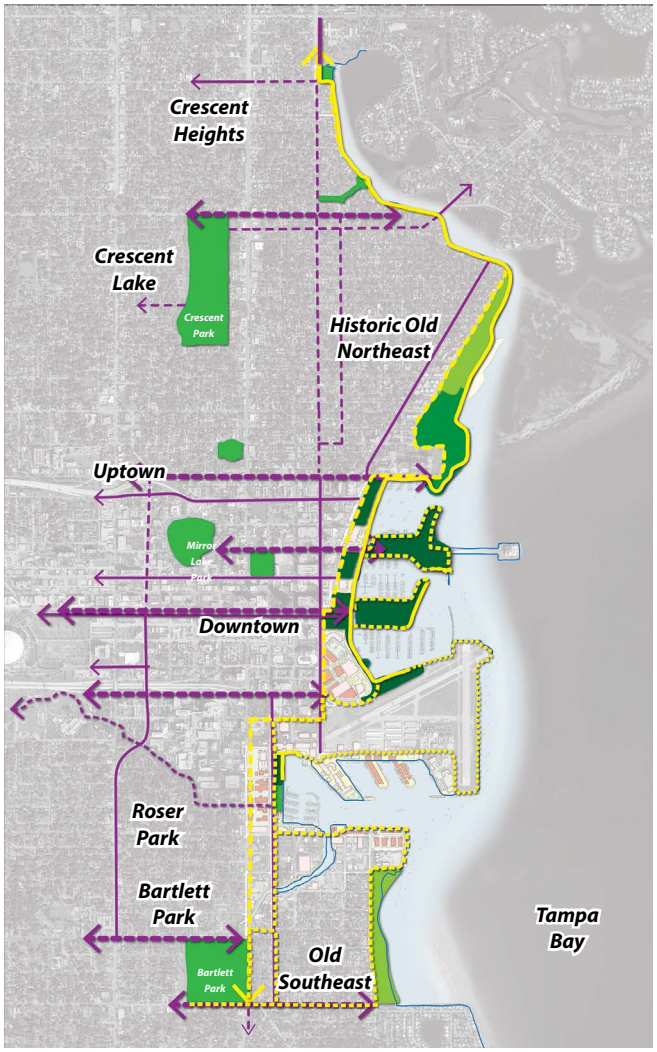
Example code/public works manual changes being considered by other coastal communities include:

- Incorporate additional freeboard in minimum building finish floor elevation
- Design for protection of critical infrastructure
- Elevate sea-walls (establish minimum elevation relative to base flood)
- Elevate low-lying roads (establish minimum elevation relative to base flood)

Transportation and Circulation

Transportation and circulation should be flexible and multi-modal. Enhanced trolley services, jitney golf cart or pedicabs, bike share, bicycle facilities and a highly connected walking environment should enjoy priority access and proximity to water's edge over automobile parking wherever practical. A continuous north-south linkage should be expanded to provide both 'heels' and 'wheels' connectivity from the Coffee Pot area to Lassing Park, with increased supporting access to the water's edge.

A fully connected pedestrian system should be pursued as part of this plan. St. Petersburg currently has a number of programs and future plans to promote, enhance, and expand the pedestrian and bicycle circulation within its downtown and waterfront areas. Key projects and initiatives should be considered to develop a fully connected waterfront community. These multi-modal systems include, but are not limited to bike lanes, cycle tracks, park trails and promenades,



The Downtown Waterfront is well connected to pedestrian (yellow) and bicycle (purple) trails. These connections should be expanded in the future to bring the waterfront within reach of more of the city.

Moving towards an improved multi-modal transportation system.

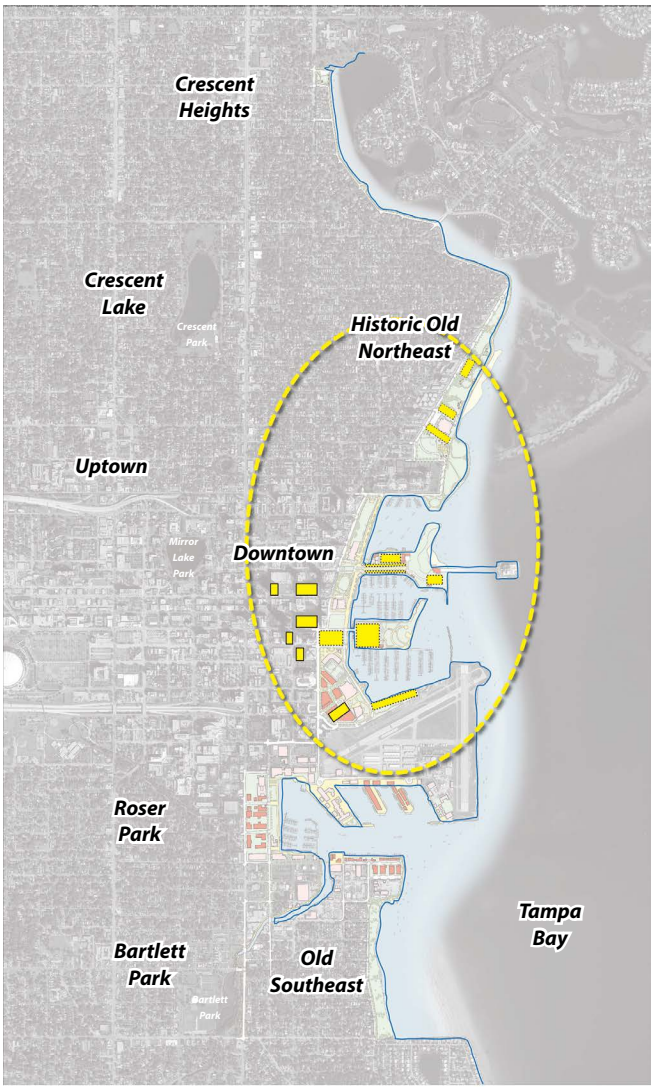
linkages to existing trails, heritage trails, and a destination art walk along the water.

Potential changes to the transportation network should be subject to an analysis of the trade-offs inherent to the different potential approaches to transportation problems. There should be an appreciation among the public and decision-makers for the sometimes conflicting desire to have active, pleasant outdoor environments and the need to accommodate the local and regional trips into the downtown waterfront area.

Parking

Downtown St. Petersburg continues to draw visitors and large crowds to its waterfront environments. Parking should be relatively close to where people want to be without compromising the experience along the waterfront. Parking relocation and reallocation is necessary to create a positive pedestrian experience along the water's edge. Parking areas will be incrementally relocated away from water's edge to increase pedestrian access and park use. While some parking will remain on the upland areas and near marina access points, the water's edge will be positioned for wide pedestrian and bicycle promenades.

The total number of spaces removed from the Downtown Waterfront study area will not reduce the parking supply below peak demand. The number of excess spaces within walking distance of the study area will be determined by the upcoming Downtown St. Petersburg Parking Study. Before any parking is removed at a specific location, the city should make



Ample parking supplies exist along the Downtown Waterfront. Much of the unused capacity lies just a block or two from the waterfront, and could be better utilized with appropriate policy and wayfinding.

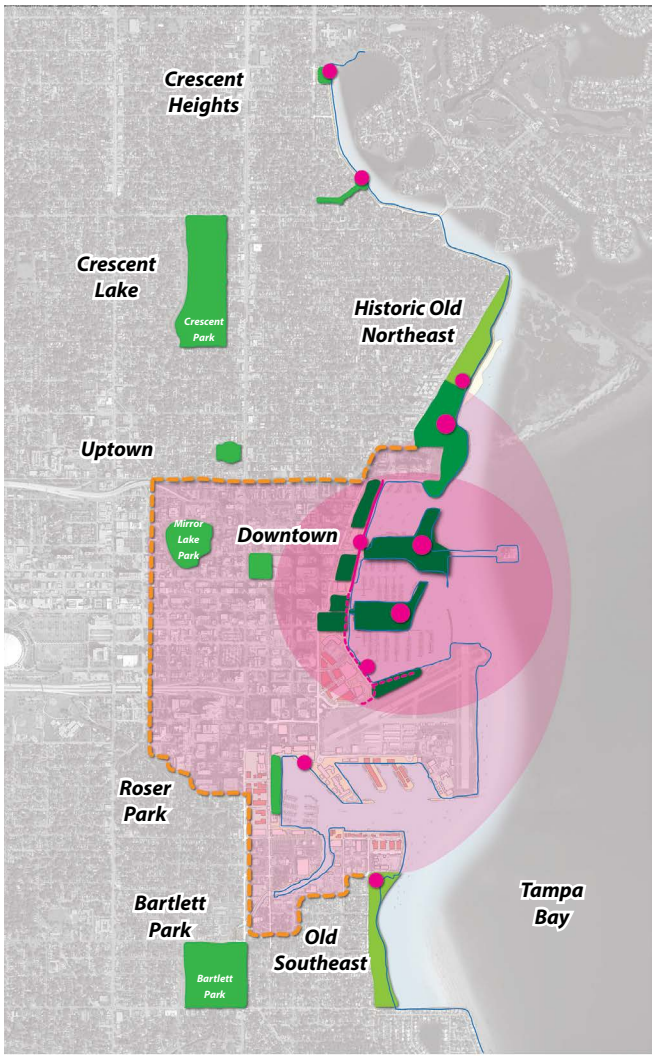
sure that the location will remain within a comfortable walk or transit trip from underutilized parking capacity.

Additional parking management policy changes such as variable-rate parking should be considered within the Downtown Waterfront area. This could reduce congestion from people "cruising" for parking spaces in high-demand areas and lead to a more fair price to park while ensuring convenient parking access all day.

Comprehensive Waterfront Needs

Nodes of Activity and Events

The St. Petersburg waterfront parks system will include 'nodes' of activity for community gathering, higher intensity play, and diversified special event locations. Nodes are destination locations along the waterfront that provide the community with a diverse range of activities. Varying types of activities should be included in these nodes within the waterfront parks and public spaces. These activities should range from picnics with grills and shelters, to playgrounds, splash pads, rental opportunities, and concessions. These activities should also be linked with strong physical and visual pedestrian connections. The waterfront should be a place to spend the day enjoying a number of different activities shared by the entire community. The 'nodes of activity' approach will allow the balance for desired open and flexible greenspace within an overall parks system that is peaceful and relaxing.



Nodes of Activity should be spread across the Downtown Waterfront park system. Additional Nodes of Activity designed to cater to specific event types can spread major events across the waterfront near the downtown core while reducing the strain on Vinoy Park.

St. Petersburg currently is host to over one hundred programmed events that take place along the Downtown Waterfront. The North Shore and Vinoy Parks continue to be a destination for the large events while other public spaces along the waterfront should provide alternative venues to balance the benefits and impacts of festivals and events across the waterfront. Criteria based decisions for event location based on crowd, noise, food, and parking demand, need to be considered to spread out the number of events taking place on the waterfront. Event fees should be based on the projected economic impact, operating costs to the parks department, and ability to create a destination downtown without over-utilizing specific locations or public resources.

Arts and Culture

St. Petersburg's vibrant arts and cultural tradition will be reflected throughout the waterfront in the form of both 'integrated art', cultural events and iconic / object art. This can be delivered through baseline investments (such as benches), unique spatial design (such as playgrounds or overlooks), local 'Plein Air' activities, touring exhibits, and permanent installations. An "Art Walk" should also be considered as part of the waterfront experience. This unique walk should be anchored with more substantial art pieces that provide a sense of permanence and add a special destination within the parks and public realm.

Concessions

Retail and concession services should be available at nodal locations for rentals, sundries and light food/ beverage services as part of the waterfront experience. Concessionaire agreements should be of a multi-year basis sufficient to accommodate a viable business model. Unauthorized concession activities will be prevented.

Signage and Wayfinding

Signage and wayfinding will provide clear orientation to major destinations, as well as education and interpretation of the St. Petersburg cultural and environmental context, within an artful presentation that adds to the sense of place.

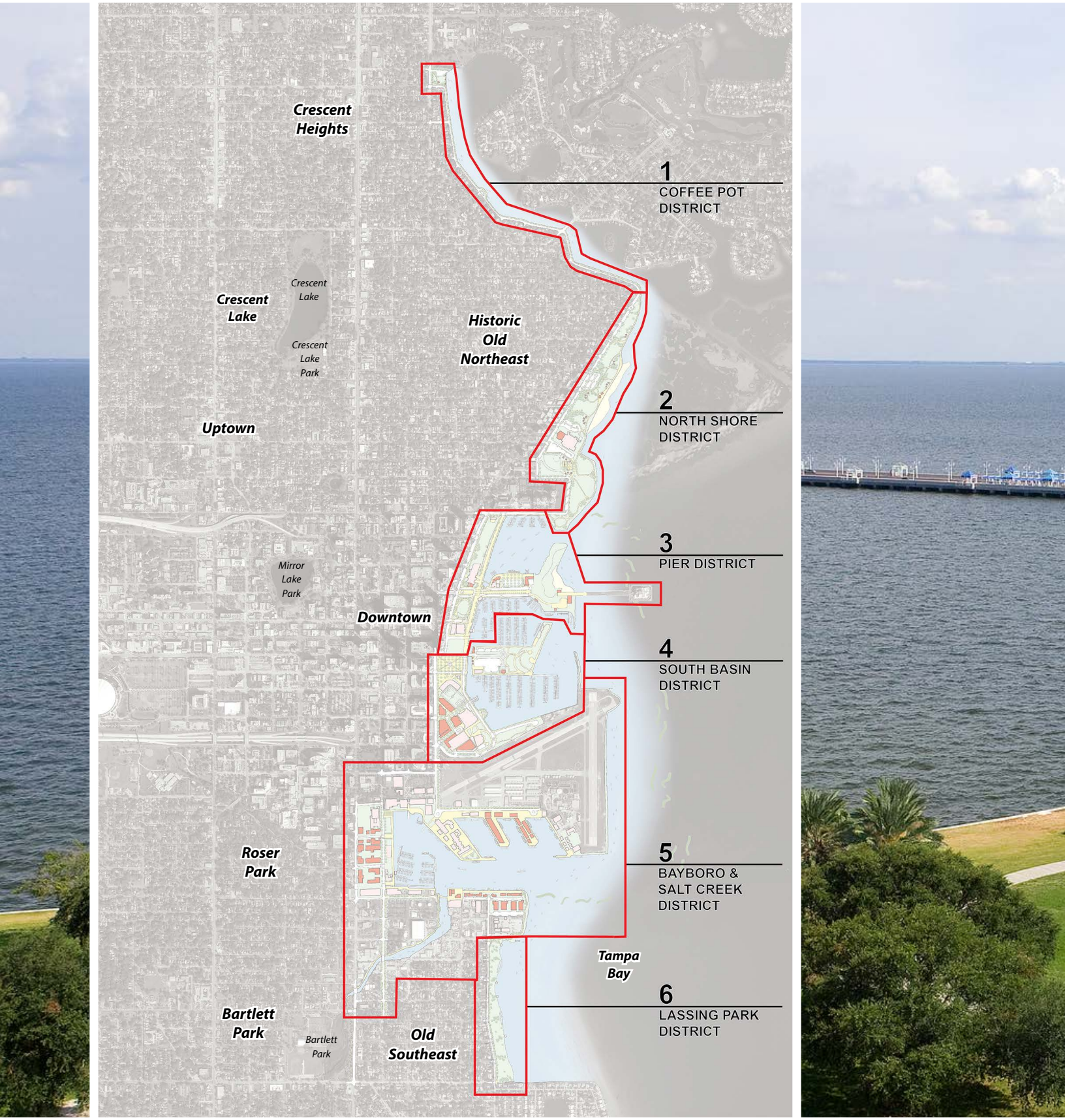
The African-American Heritage Trail is a recent project that celebrates the city's heritage.

Park Materials Palate

A park materials palate will standardize the level of quality, comfort, maintenance, and visual consistency for 'Baseline' applications of landscape, hardscape, site furniture, lighting, and architectural elements. These materials should respect the local context, neighborhood character and history and heritage of the place where they reside. Incorporation of local design textures along the waterfront help to create an authentic place that retains its connection to its heritage. Example of such features for the St. Petersburg downtown waterfront include: the hexagon block paver, self promotion stunts (e.g. St. Petersburg Purity League and bathing suit inspectors, Fountain of Youth), green benches, First Flight (Tony Jannus), longest home run (Babe Ruth), Mediterranean Revival and Craftsman style architecture, Salvador Dali, and more.

Hexagon block pavers help to maintain the historic character of a downtown neighborhood.

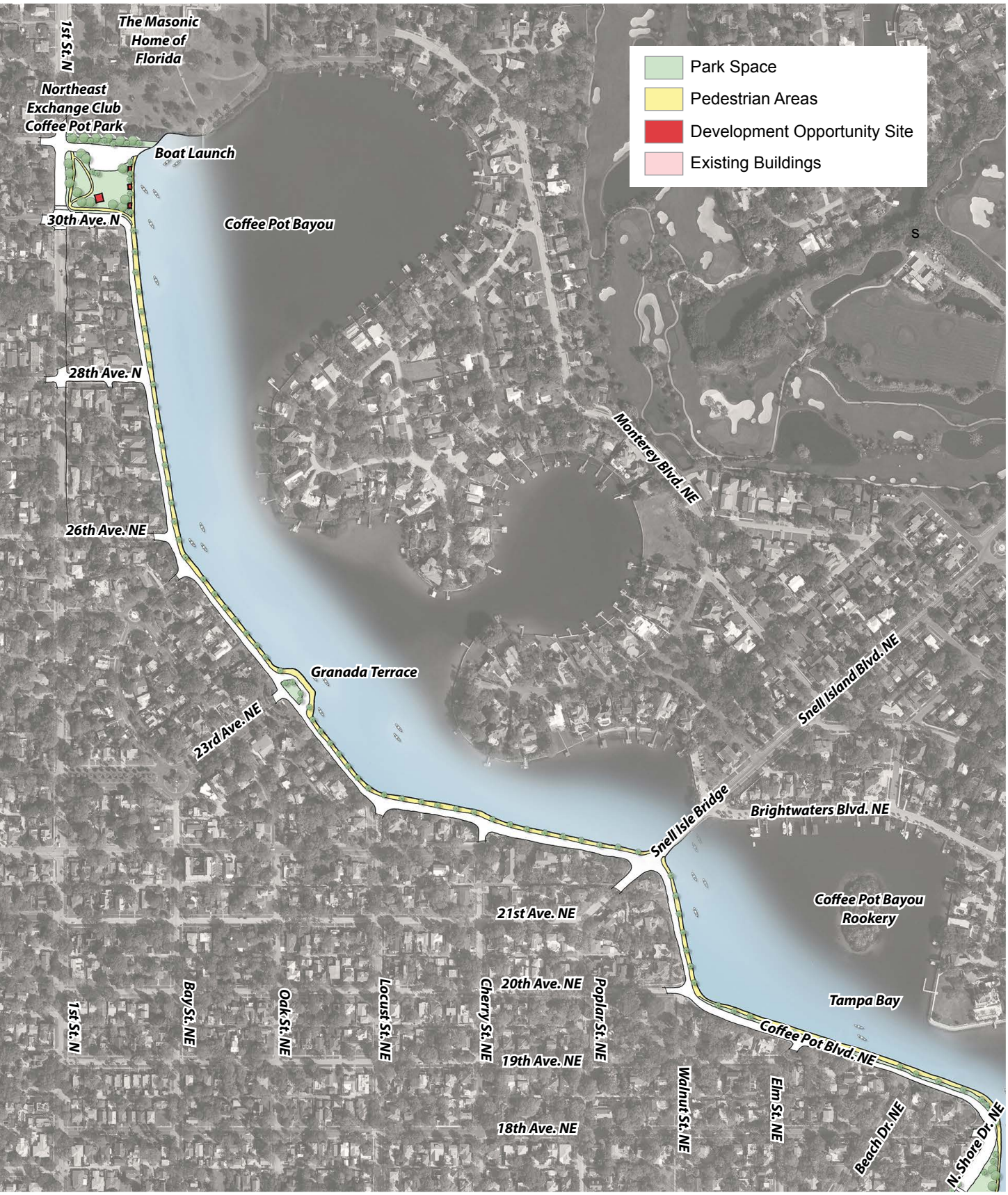
Character Districts

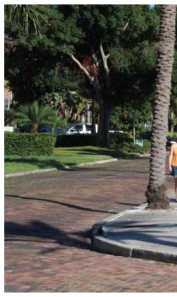


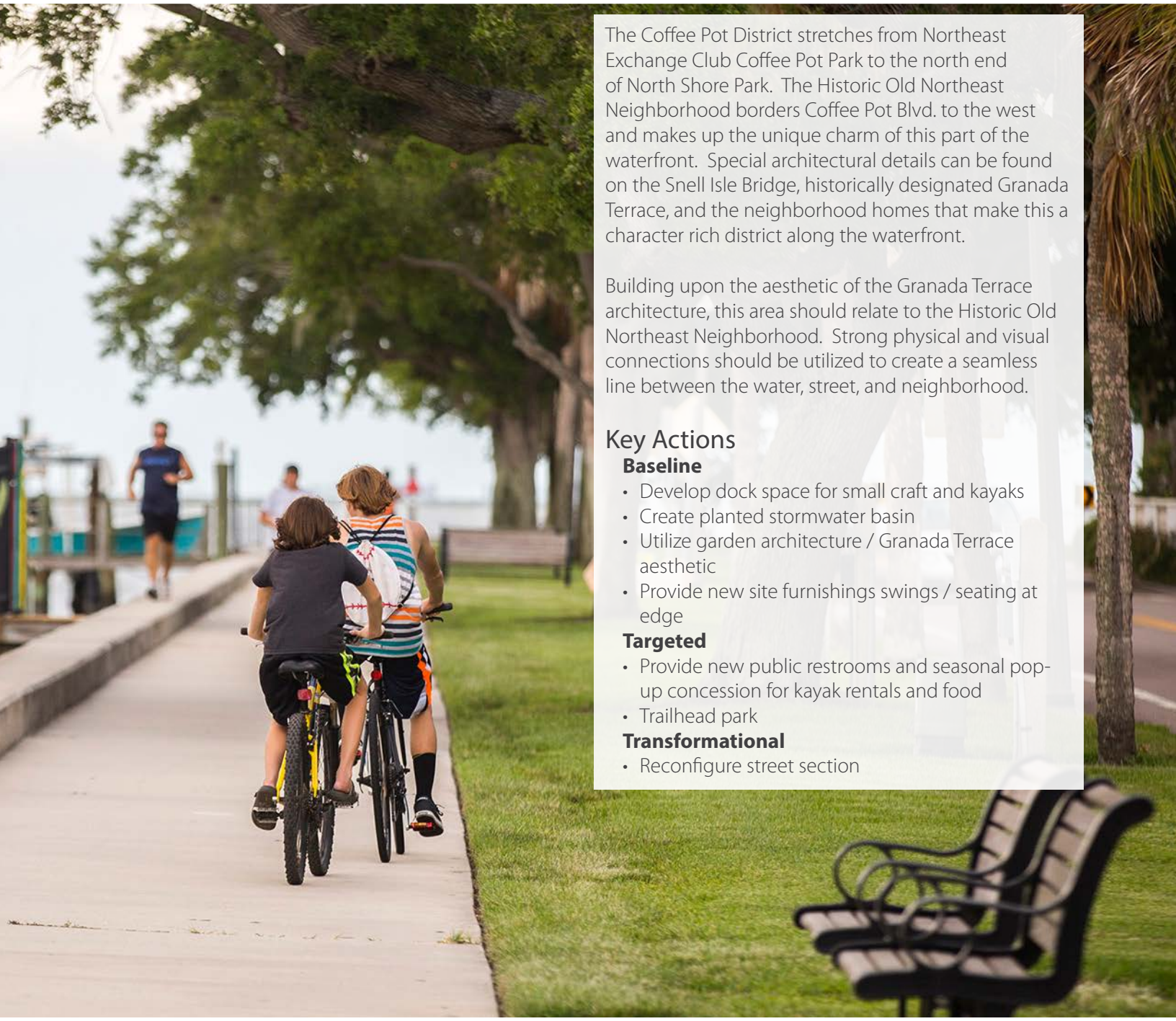
The Downtown Waterfront project area is approximately seven miles in length and is comprised of many different parcels, ownership, uses and community values. The master plan has identified a series of special distinct areas along the length of the Downtown Waterfront. These areas have been identified as Character Districts. This plan provides recommendations that fit within the context of each distinct district. Respecting these different areas will result in a more diverse, interesting and sustainable Downtown Waterfront

Vinoy Park, Spa Beach Park, the pier, and Albert Whitted Airport beyond.

1: Coffee Pot District







The Coffee Pot District stretches from Northeast Exchange Club Coffee Pot Park to the north end of North Shore Park. The Historic Old Northeast Neighborhood borders Coffee Pot Blvd. to the west and makes up the unique charm of this part of the waterfront. Special architectural details can be found on the Snell Isle Bridge, historically designated Granada Terrace, and the neighborhood homes that make this a character rich district along the waterfront.

Building upon the aesthetic of the Granada Terrace architecture, this area should relate to the Historic Old Northeast Neighborhood. Strong physical and visual connections should be utilized to create a seamless line between the water, street, and neighborhood.

Key Actions

Baseline

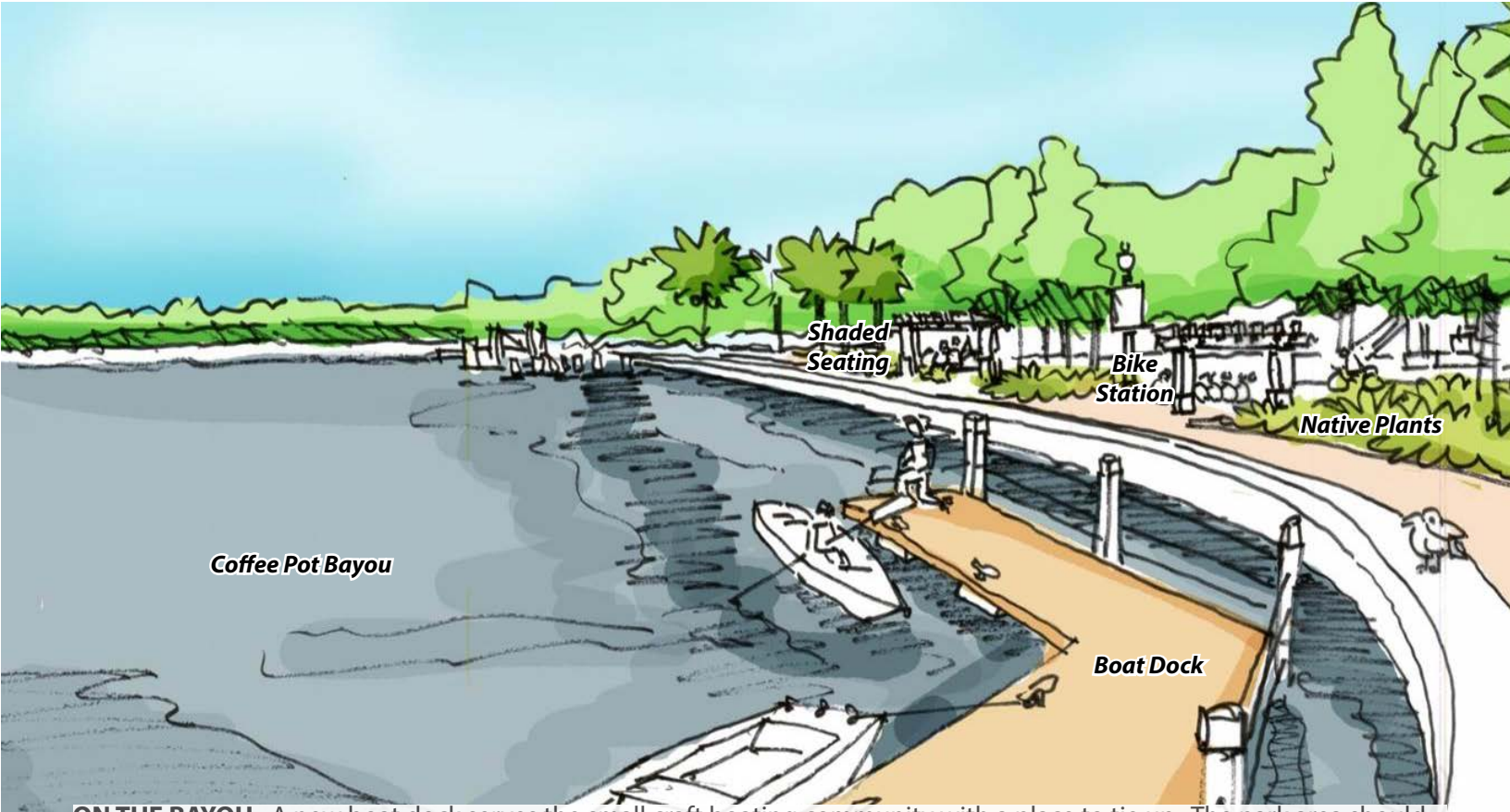
- Develop dock space for small craft and kayaks
- Create planted stormwater basin
- Utilize garden architecture / Granada Terrace aesthetic
- Provide new site furnishings swings / seating at edge

Targeted

- Provide new public restrooms and seasonal pop-up concession for kayak rentals and food
- Trailhead park

Transformational

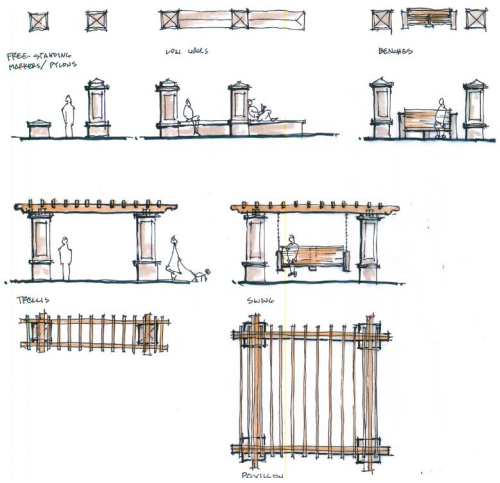
- Reconfigure street section



ON THE BAYOU. A new boat dock serves the small craft boating community with a place to tie up. The park area should serve as a multi-faceted trail head for boating, walking and cycling as well as accommodating park users that want to rest on the edge of the water or play in the park. Improvements should be made to seating, planting, and park facilities.

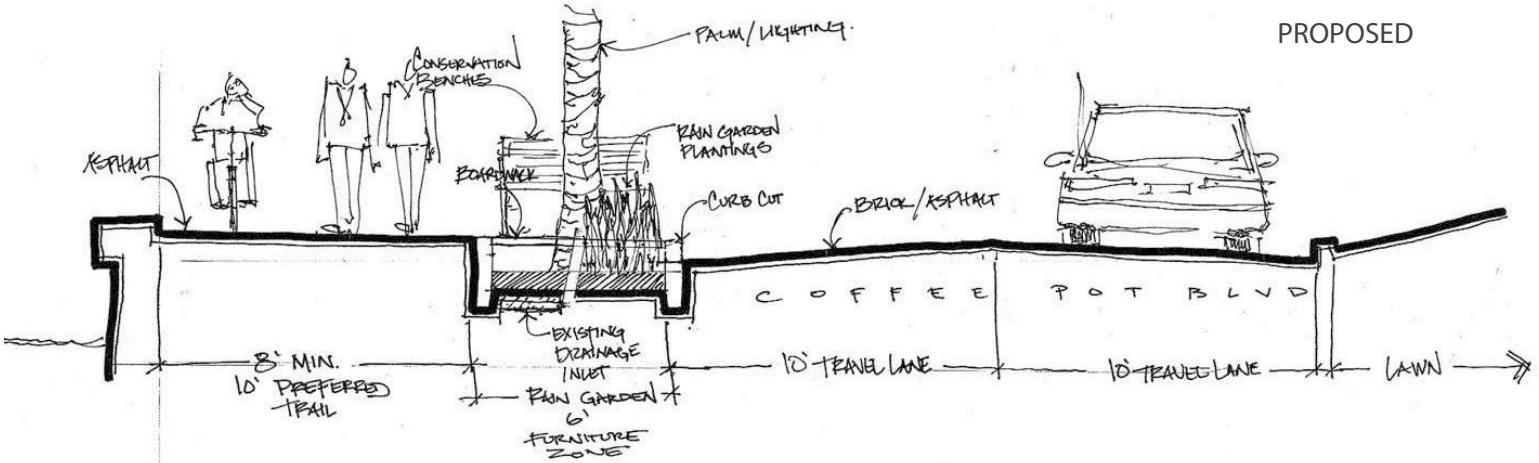
Improving the Park

The NE Exchange Club Coffee Pot Park is located at the northern terminus of the project boundary and serves the well-established Historic Old Northeast Neighborhood and other adjacent areas of the city. While the park does serve a few different users, the park area should be improved to be more shaded and comfortable, treat stormwater, and provide better access to the water. This park should also accommodate a restroom facility, area for small pop-up concession, small craft rental facility, and small craft launch and dock.



Coffee Pot District Architectural Design Character

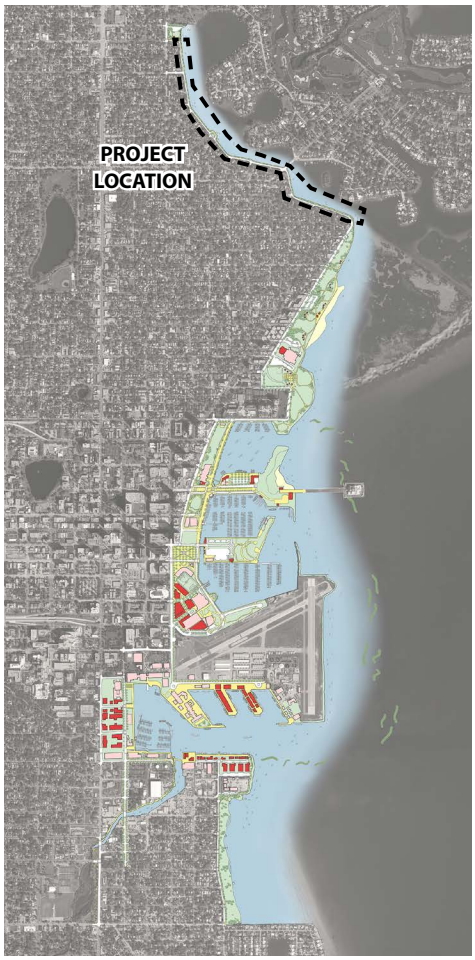
KEY MAP



PEDESTRIAN PRIORITY. The exisitng road has been degrading over time and will need to be repaired in the future. When the time comes to repair the road, special consideration should be given to the analysis of the right-of-way dimensions. This analysis should provide a basis for shifting the priority to the pedestrian promenade.

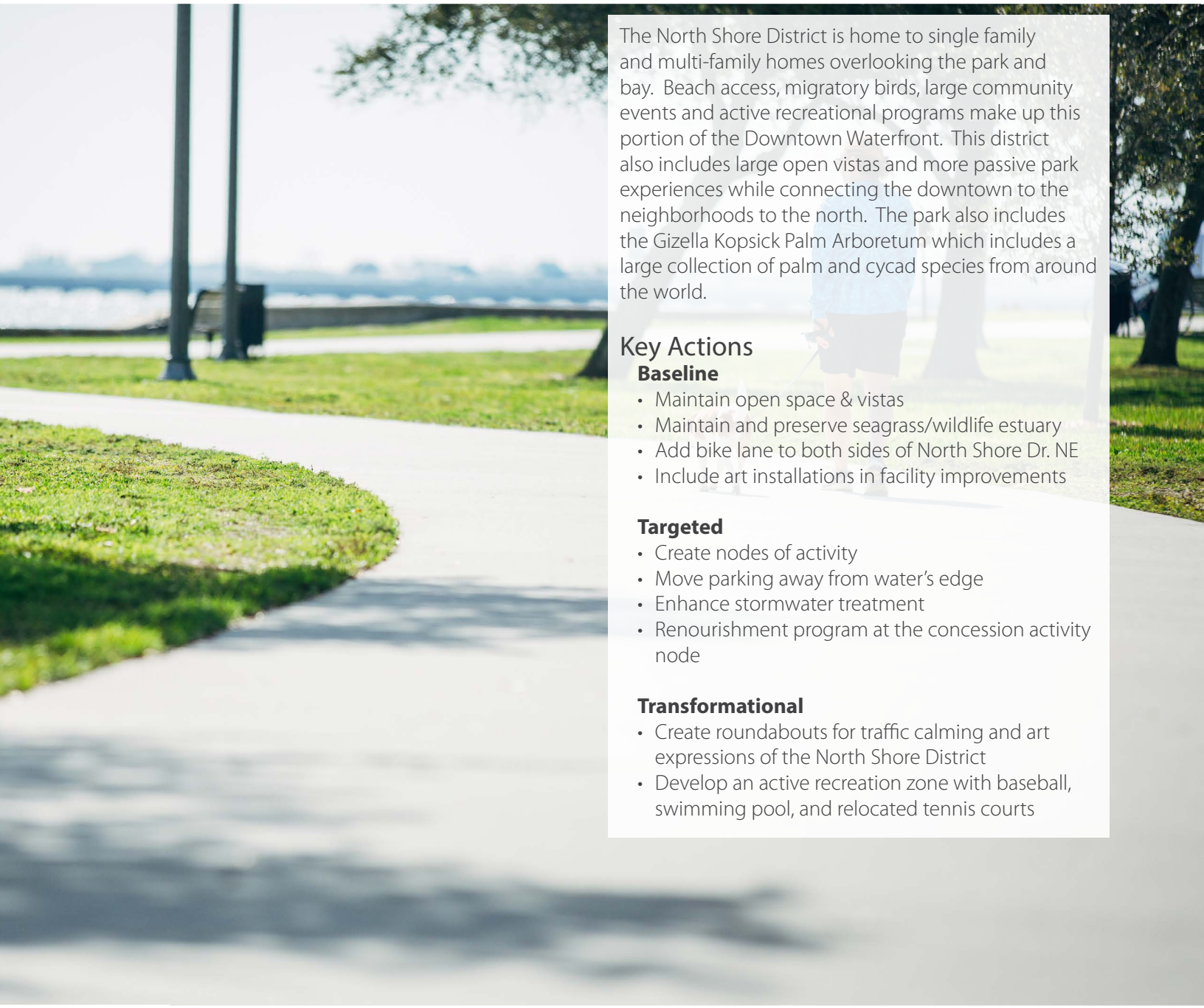
Accommodating the Pedestrian

Coffee Pot Blvd. is a beautiful drive along Coffee Pot Bayou and should be maintained to preserve its current character. The old brick street provides a sense of neighborhood identity while calming traffic along its route. Portions of the existing brick street are in need of repair due to settling bricks. The replacement of these areas can be leveraged to analyze the street section and minimize travel lanes to give additional width to the adjacent pedestrian promenade.



KEY MAP

2: North Shore District



The North Shore District is home to single family and multi-family homes overlooking the park and bay. Beach access, migratory birds, large community events and active recreational programs make up this portion of the Downtown Waterfront. This district also includes large open vistas and more passive park experiences while connecting the downtown to the neighborhoods to the north. The park also includes the Gizella Kopsick Palm Arboretum which includes a large collection of palm and cycad species from around the world.

Key Actions

Baseline

- Maintain open space & vistas
- Maintain and preserve seagrass/wildlife estuary
- Add bike lane to both sides of North Shore Dr. NE
- Include art installations in facility improvements

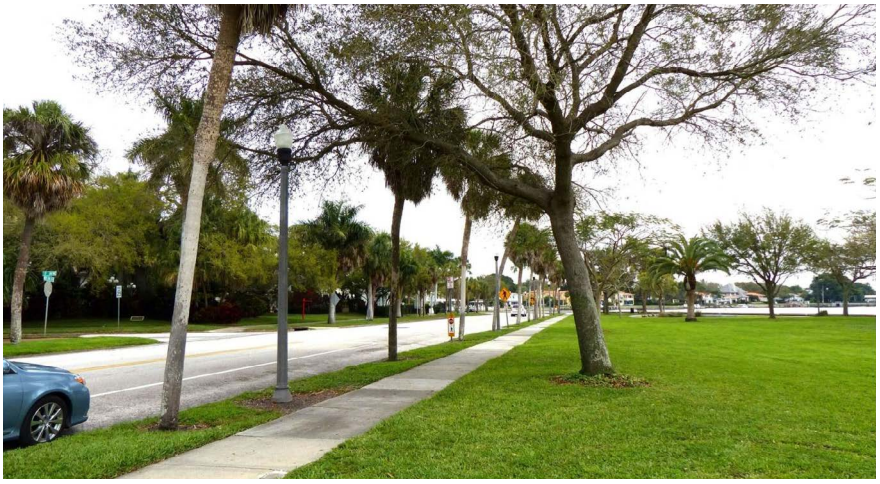
Targeted

- Create nodes of activity
- Move parking away from water's edge
- Enhance stormwater treatment
- Renourishment program at the concession activity node

Transformational

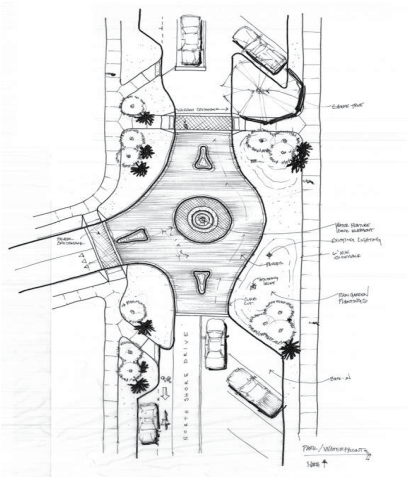
- Create roundabouts for traffic calming and art expressions of the North Shore District
- Develop an active recreation zone with baseball, swimming pool, and relocated tennis courts

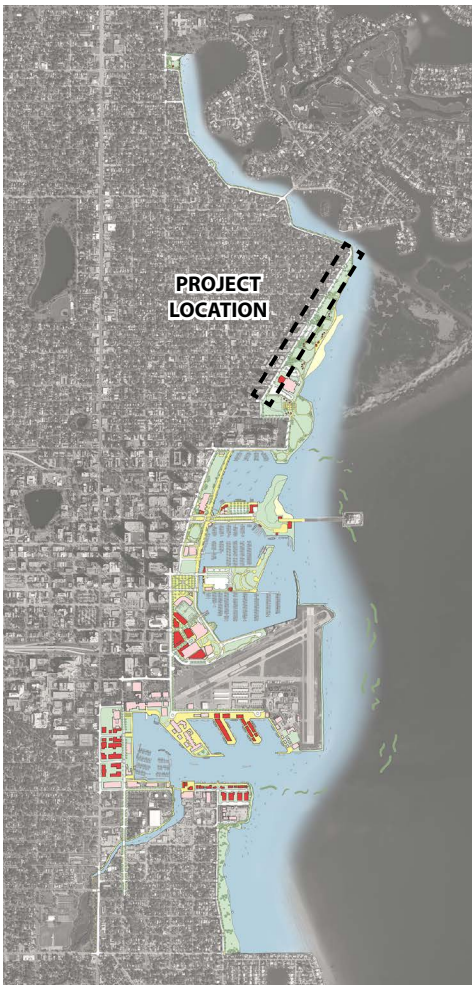
CALMING TRAFFIC WITH STYLE. Rather than allowing a street to divide uses and space, North Shore Drive NE should serve as a unifying element between neighborhood and park. Utilizing adjacent neighborhood architectural character and park green space to form a linear space that is both functional for vehicles and pedestrians.



Designing Streets for Multiple Uses

Bike lanes should be added to North Shore Dr. while providing back-in angle parking along its edges. Certain key intersections along North Shore Dr. NE should also provide traffic circles and curb bulb-outs to increase pedestrian safety at designated crossings.



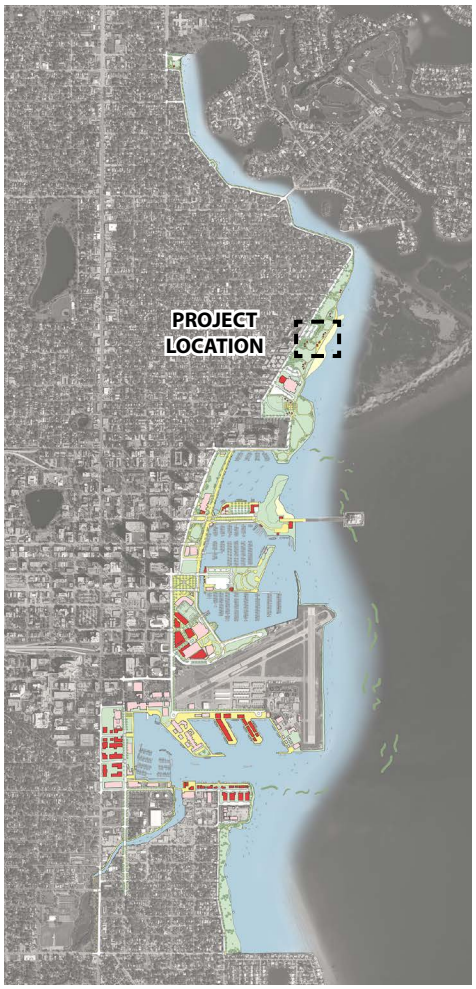


KEY MAP

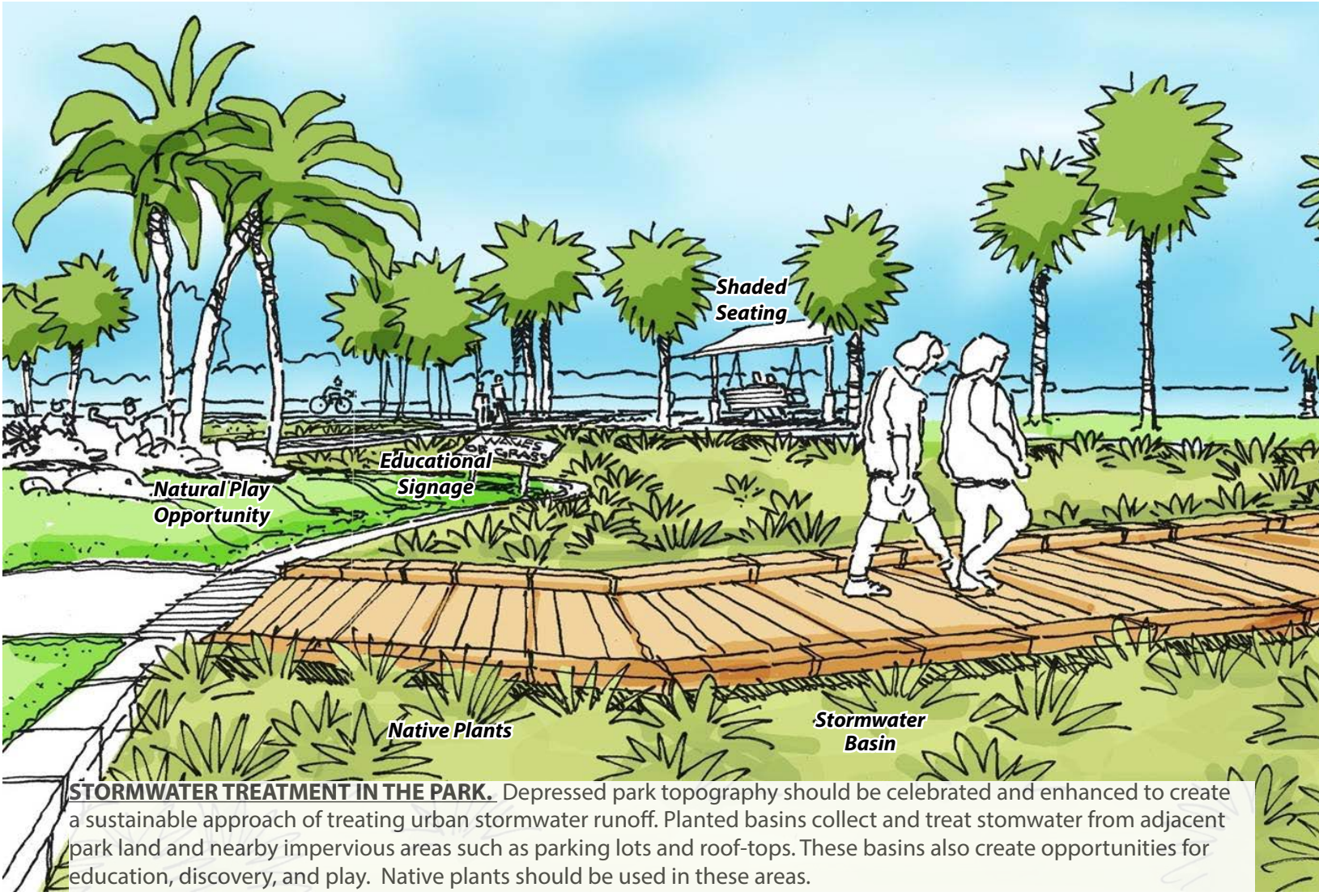
FAMILY FUN AT NORTH BEACH. The existing restroom building and concrete paving area should be transformed into an inviting and active beachfront place. A day at the park can be realized with multiple activities for the familty to take part in. This place should celebrate both land and water with active recreation, art, food and beverage and rental opportunities.

Park Improvements

One of the consistent values identified in the community meetings was the ability to spend the day in the park. St. Petersburg should provide improvements and enhancements to the park to create a more comfortable place for recreation. A park visitor should have varying levels of activities to choose from and feel safe and comfortable during daytime and evening hours. Shade, seating, lighting, and drinking fountains should be included in baseline treatments to meet the needs of the community. An activity node has been identified at the existing restroom facility and should include small concessions for food sales and rentals of small craft and sporting equipment. Picnic shelters should also be located at appropriate activity nodes to provide visitors with a shaded environment to enjoy.



KEY MAP

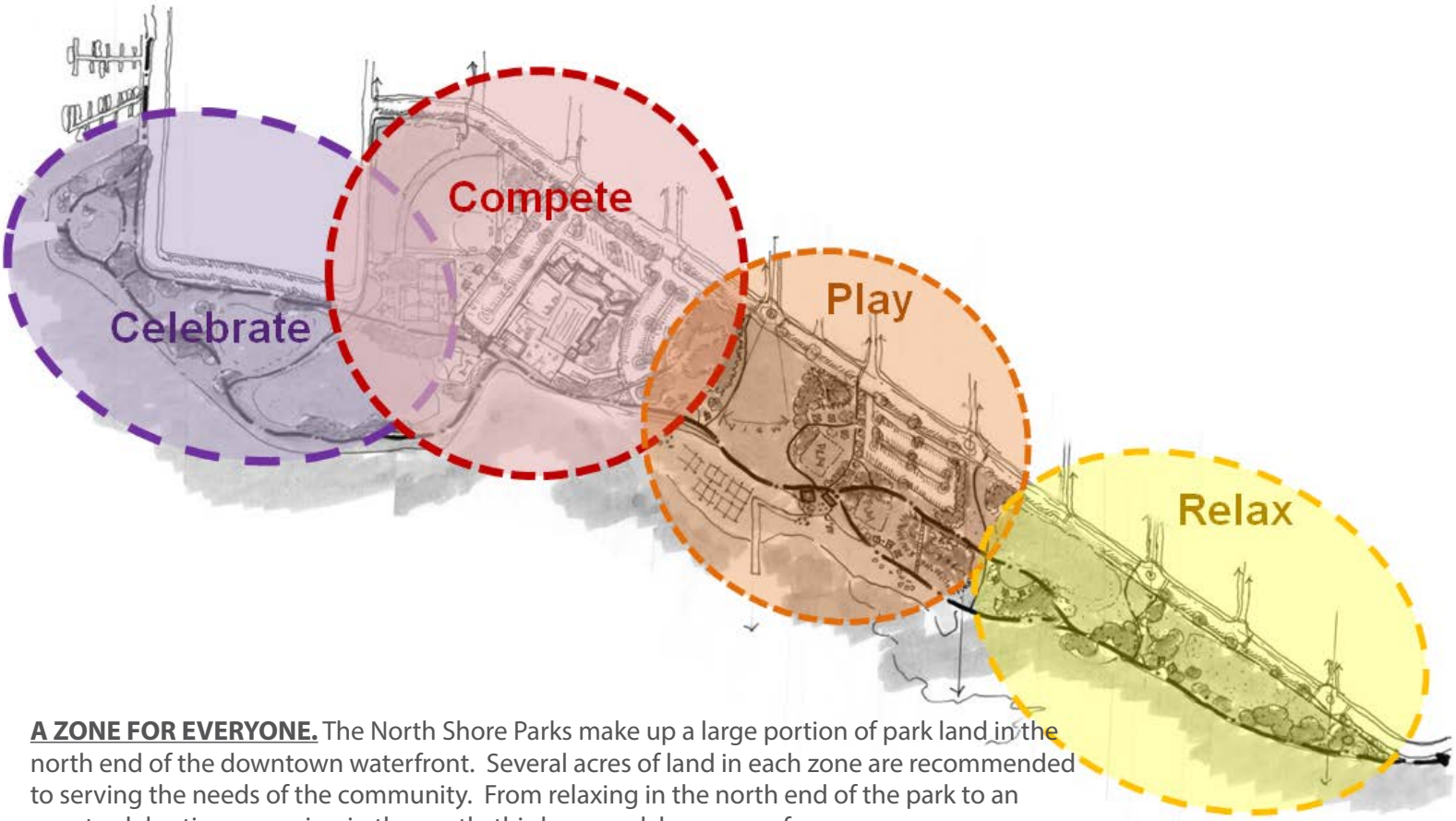


STORMWATER TREATMENT IN THE PARK. Depressed park topography should be celebrated and enhanced to create a sustainable approach of treating urban stormwater runoff. Planted basins collect and treat stomwater from adjacent park land and nearby impervious areas such as parking lots and roof-tops. These basins also create opportunities for education, discovery, and play. Native plants should be used in these areas.

Stormwater Enhancements

Careful consideration should be made while evaluating stormwater outfalls and park space. A small percentage of underutilized green space should be dedicated to environmental enhancements within the parks. Locating stormwater basins adjacent to the source will reduce pipe length and costs and also reduce the footprint of the basin. A treatment train approach of smaller basins should be considered to not disturb large areas of park land.

KEY MAP



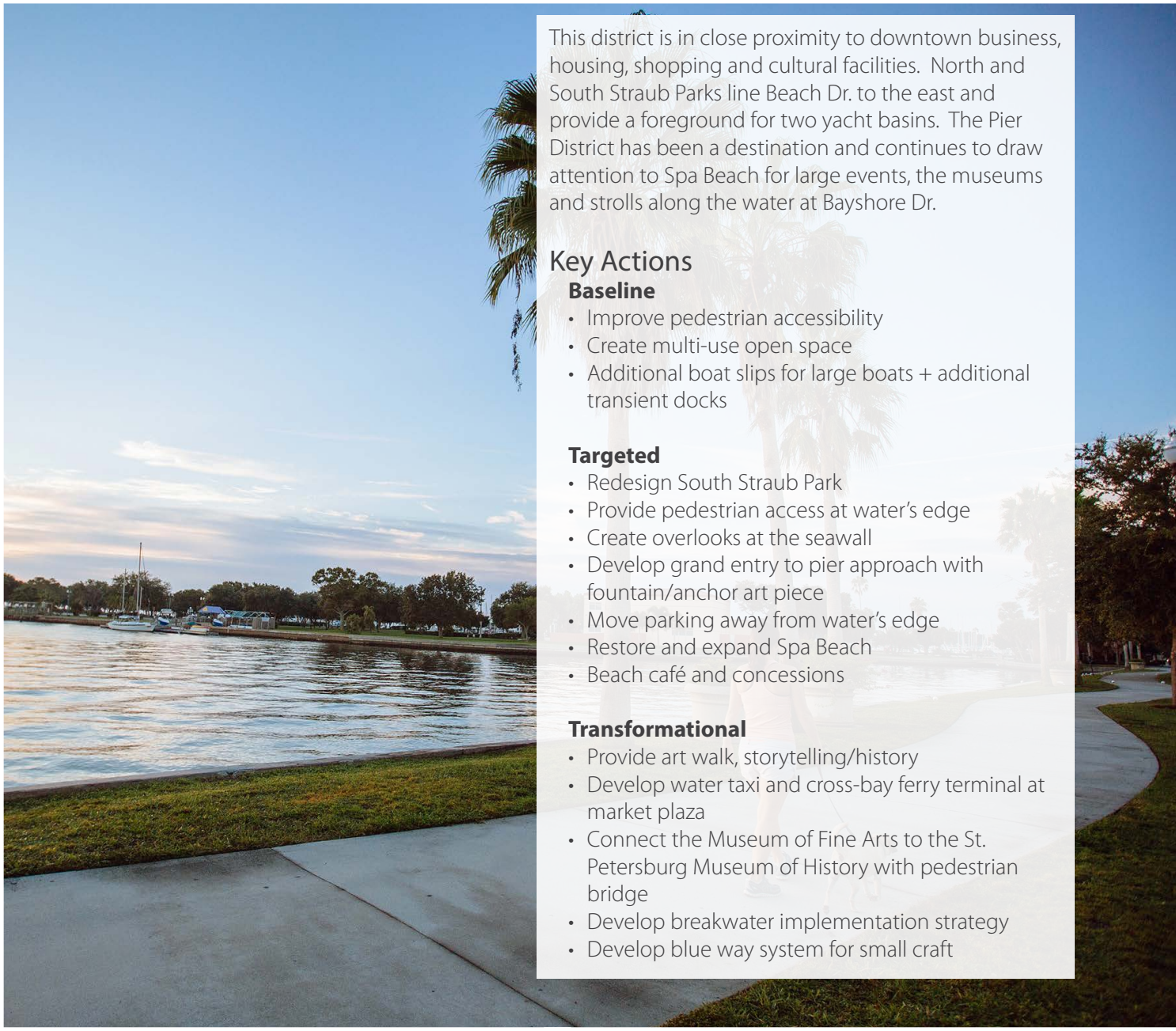
A ZONE FOR EVERYONE. The North Shore Parks make up a large portion of park land in the north end of the downtown waterfront. Several acres of land in each zone are recommended to serving the needs of the community. From relaxing in the north end of the park to an event celebration occurring in the south, this large park has a zone for everyone.

Organizing the Parks

The City of St. Petersburg should maintain this park area as a large community park that provides many different use zones within its borders. The park should continue to function as a large green space while creating different zones of varying types of activity. The northern portions of the park should be more open and provide space for passive use. The existing beach and adjacent park areas should be designated as programmed spaces for active play. Parking for this zone should be maintained to provide access to Flora Wylie Park and provide stormwater treatment facilities. South of the active play zone is an area that should be designated for active recreation including the existing North Shore Pool and its expansion, tennis courts, playgrounds, and baseball fields. Parking for this area should be close to these active uses and the Gizella Kopsick Palm Arboretum while respecting the pedestrian edge where the park meets the bay. The southern portion of the park should accommodate some large events and be maintained as an open green space. All park zones should maintain open vistas to the water from the street and within the park.

KEY MAP

3: Pier District



This district is in close proximity to downtown business, housing, shopping and cultural facilities. North and South Straub Parks line Beach Dr. to the east and provide a foreground for two yacht basins. The Pier District has been a destination and continues to draw attention to Spa Beach for large events, the museums and strolls along the water at Bayshore Dr.

Key Actions

Baseline

- Improve pedestrian accessibility
- Create multi-use open space
- Additional boat slips for large boats + additional transient docks

Targeted

- Redesign South Straub Park
- Provide pedestrian access at water's edge
- Create overlooks at the seawall
- Develop grand entry to pier approach with fountain/anchor art piece
- Move parking away from water's edge
- Restore and expand Spa Beach
- Beach café and concessions

Transformational

- Provide art walk, storytelling/history
- Develop water taxi and cross-bay ferry terminal at market plaza
- Connect the Museum of Fine Arts to the St. Petersburg Museum of History with pedestrian bridge
- Develop breakwater implementation strategy
- Develop blue way system for small craft

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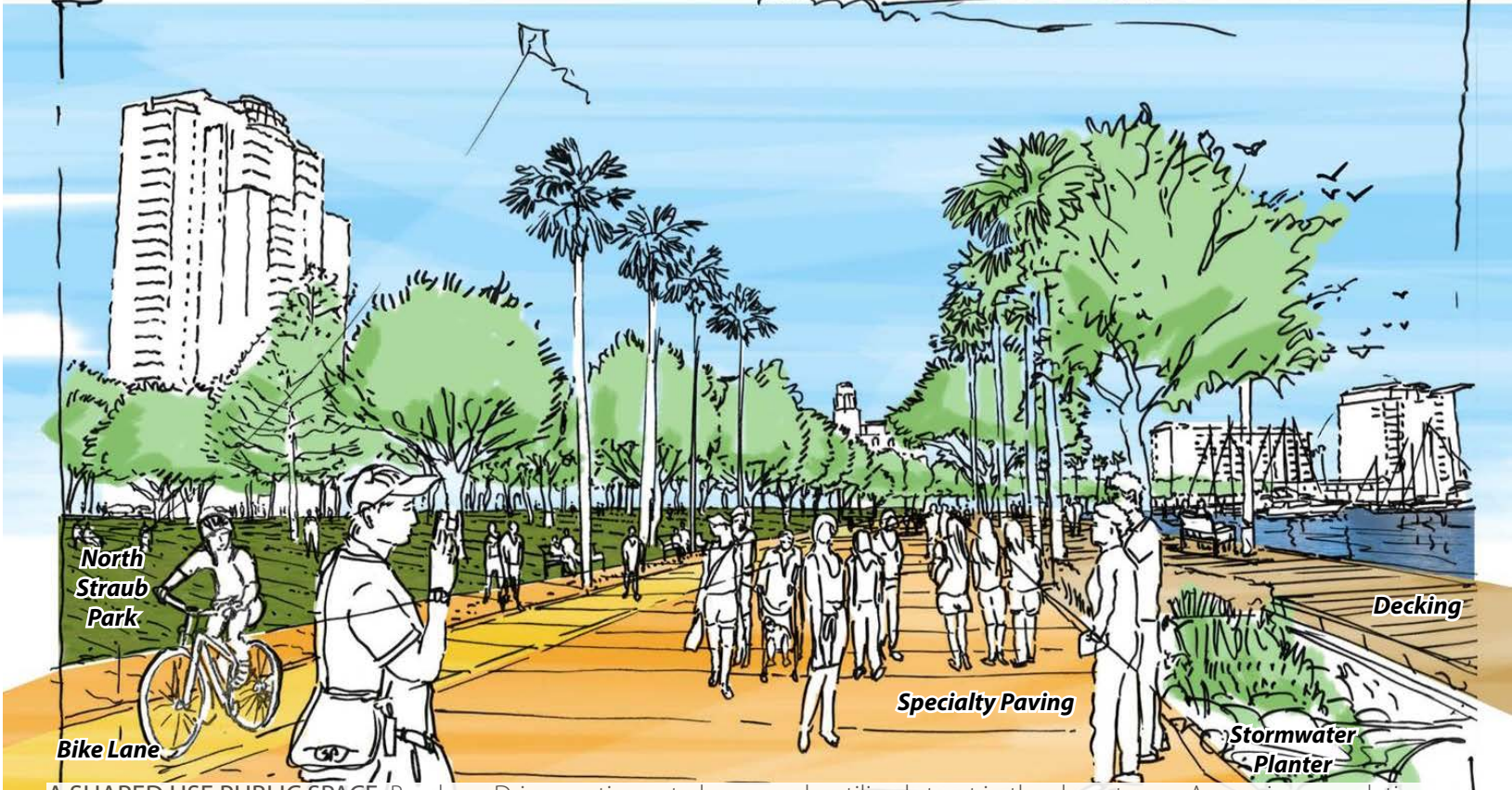
Pier District/Vinoy Basin

Bayshore Drive Convertible Street and Promenade



A SHARED USE PUBLIC SPACE Bayshore Drive continues to be an underutilized street in the downtown. A growing population of people choosing to ride a bike and walk has led to a vision of creating a shared space along Bayshore Drive. This space will accommodate vehicles but will also perform as a wide promenade for biking, strolling and resting along the waterfront. A curbless street condition will allow this space to feel more pedestrian and will make transition easier for special events to take place.

Redesigning Straub Parks

South Straub Park should be redesigned to provide a clear and cohesive quality to the space. Currently the park is broken down into smaller spaces divided by groups of trees and a meandering sidewalk. St. Petersburg should design this area to have better defined edges and a larger open central green space to be used for passive recreation and also programmed events. In North Straub Park the north exterior wall of the Museum of Fine Arts (MFA) should be used as a backdrop for events and movies in the park.

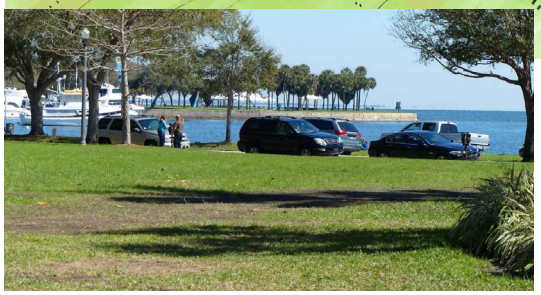
Reconfiguring Bayshore Drive

Downtown streets should be treated as multi-faceted civic spaces shared among many different types of users, and serving many different functions. St. Petersburg should pursue the removal of Bayshore Dr. as an automobile centered use and create a shared use space/ promenade along the waterfront connecting Beach Dr. to the water without the barrier of the street. This linear plaza space can be used to facilitate events, museum functions, and day to day activities along the waterfront. Stormwater treatment should also be an integral part of the design aesthetic and an additional function of the space.

The promenade should be designed to maintain the Museum of Fine Arts (MFA) functionality. This space is intended to be open to automobile and service traffic and closed only for special events. The multi-use nature of this great waterfront promenade will require communication and cooperation amongst its stakeholders to create mutually suitable operational standards and procedures during special events.

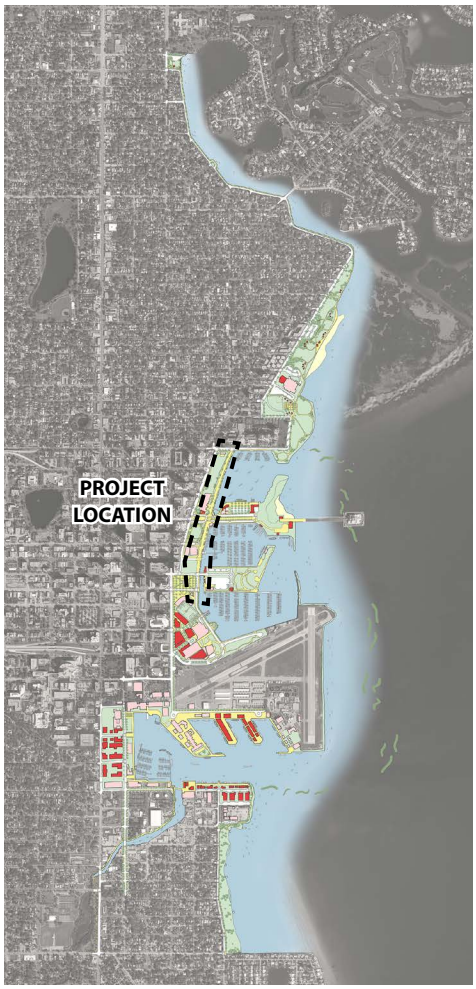
MFA expansion should be done in a way that improves the Museum's integration with the public realm. This will require spatial coordination with the Pier entry plaza space at 2nd Ave. NE between Beach and Bayshore Dr.

RELAX AND TAKE IN THE VIEW. This dedicated pedestrian edge along Bayshore Drive should have a feeling of warmth and hospitality built into the fabric of the design. Connecting the Vinoy Hotel to the Museums and south to Demens Landing will be a wide promenade with different seating options, viewing platforms, shade and a feeling of being away from the downtown hustle and bustle.



From Park to Water's Edge

A view from North Straub Park to the North Yachr Basin. The park and promenade create a barrier free public space from Beach Dr to the water.



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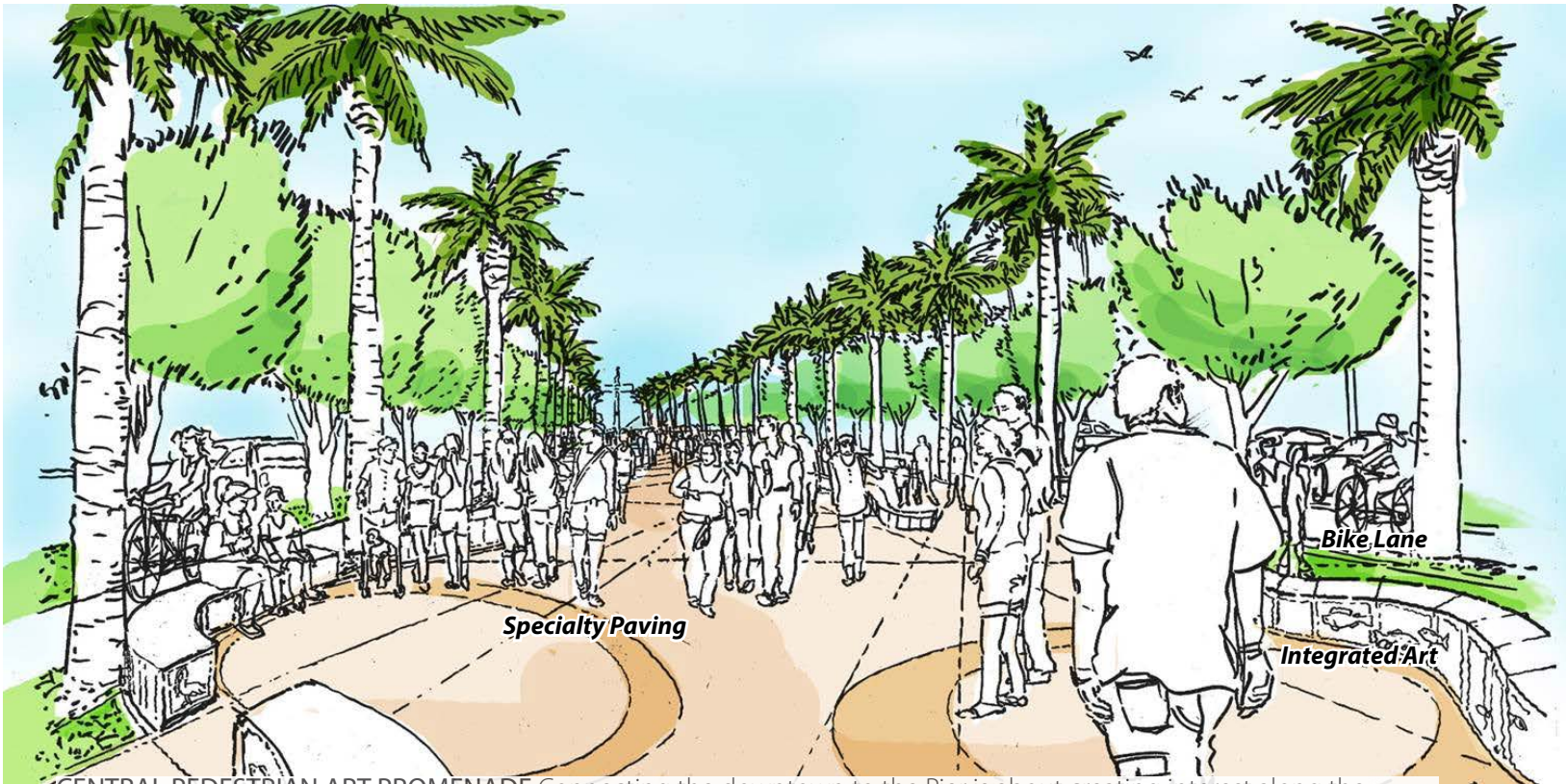
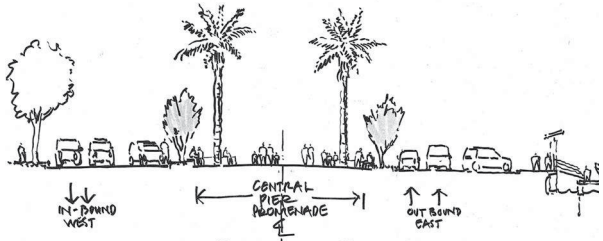


CENTRAL PEDESTRIAN ART PROMENADE Connecting the downtown to the Pier is about creating interest along the journey. Reclaiming a portion of the existing roadway for a wide pedestrian promenade will help create an interesting place for people as well as creating an identity that links the downtown to the Pier. This art expression can be used for events, a gathering place and a way to move people through a dynamic space.



Pier Approach_Proposed Pedestrian Promenade

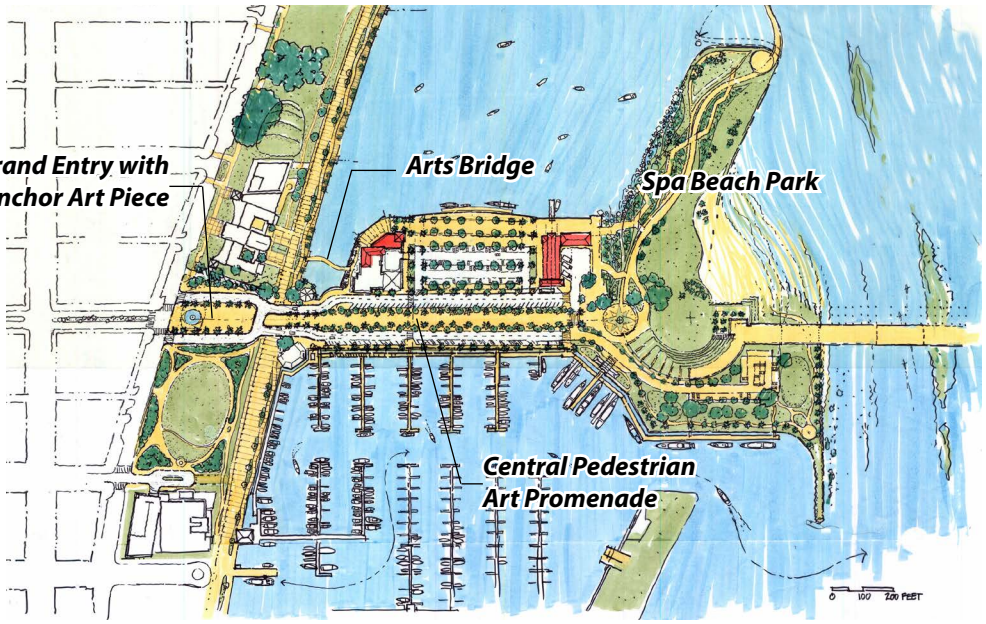
- CREATE A GRAND CENTRAL PROMENADE
- BRINGS THE "PIER" INTO TOWN.

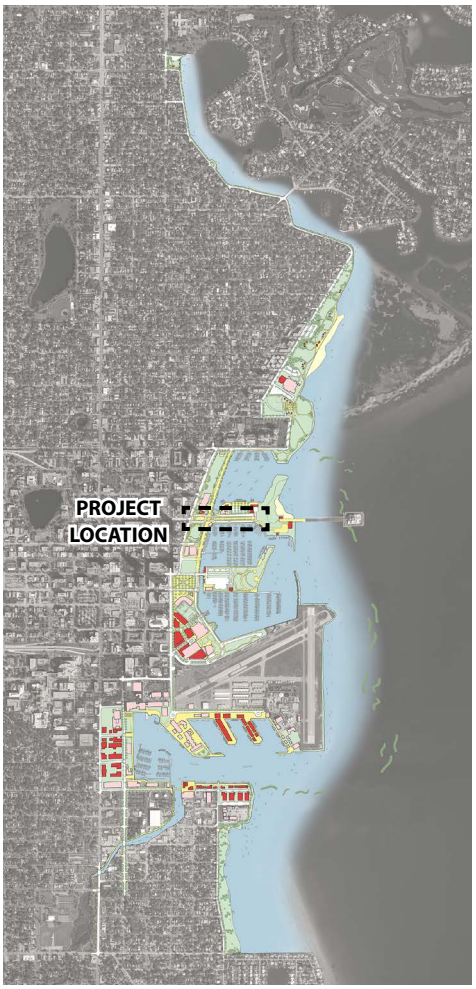
Pier Approach_Existing Roadway

Developing the Pier Approach as a Place

St. Petersburg should take special care to leverage the full value of the Pier and provide community activities that can function as a stand-alone program and also be associated with the Pier. A grand entry sequence beginning at Beach Dr. should lead people onto the Pier Uplands. A grand central pedestrian promenade should be developed to provide direct pedestrian access to the Spa Beach area. Shifting cars away from the water's edge to provide pedestrian access to the water along the perimeter of the Pier Approach is necessary to maintain the balance between cars and pedestrians. A market square should also be created to provide a place to park cars within the context of a large plaza space that should be used for The Saturday Morning Market and other events. This market square area should also accommodate Ferry and water taxi service, market pavilions, restroom, and food and beverage services. The Museum of History's physical footprint should be increased to accommodate a museum expansion and provide space for a restaurant at the Museum's northwest corner overlooking the canal and Vinoy Basin. Spa Beach Park should be designed to accommodate large groups of people, events, daily park use, and be environmentally sensitive. The removal of certain seawalls along Spa Beach Park within the Vinoy Basin should transform the Vinoy Basin into calmer water body and provide environmental benefit to the park. A restaurant and parking should be located at the foot of the Pier while maintaining public access to the water's edge and vistas.

AN ARTS BRIDGE FOR PEOPLE. An artful expression of a pedestrian bridge is used to link the Museum of Fine Arts to the Museum of History. The west and north sides of the Museum of History have been animated with a restaurant and large open plaza overlooking the canal and the Yacht Basin. This activity will also help break up the long journey from downtown to the Pier and will be a scene for nighttime entertainment and daytime fun.



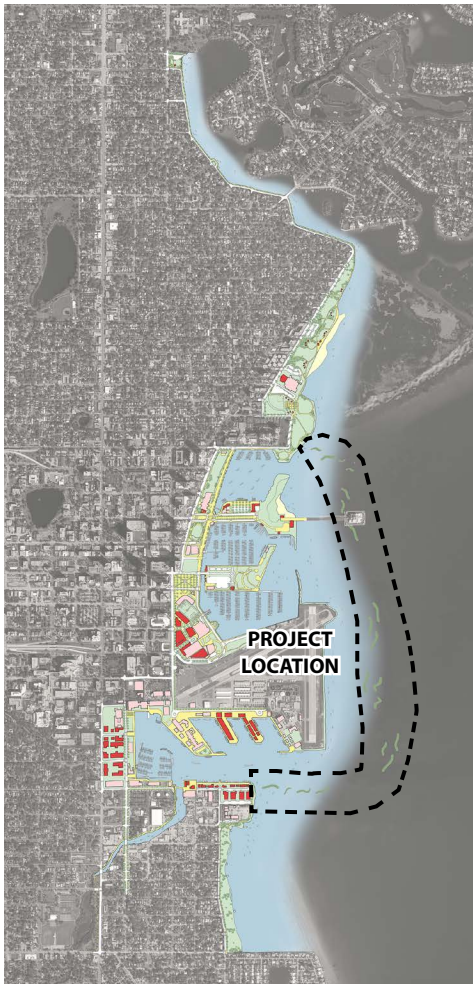


KEY MAP

A WATERWAY FOR RECREATION A view from the pier looking south towards the airport and downtown. A breakwater in the foreground helps small craft navigate the open waters of the bay by shielding wave action before the waves reach the land. Visitors on the pier have an interesting view of the environmental and recreational statement occurring around them.

Creating a Navigable Channel for Small Craft

Environmental sensitivity balanced with the need for a resilient waterfront makes the boating scene very dynamic. Breakwaters should be considered to break wave action and create a safe environment for small craft recreational boaters. This blueway should be part of St. Petersburg's downtown transportation and public space plan. A growing number of individuals are using kayaks, paddle boards, canoes and other small craft for recreational purposes. These people should have a protected and safe way to get around the bay and various basins within the Downtown Waterfront, connecting residential communities to downtown attractions can make this a viable system to consider.

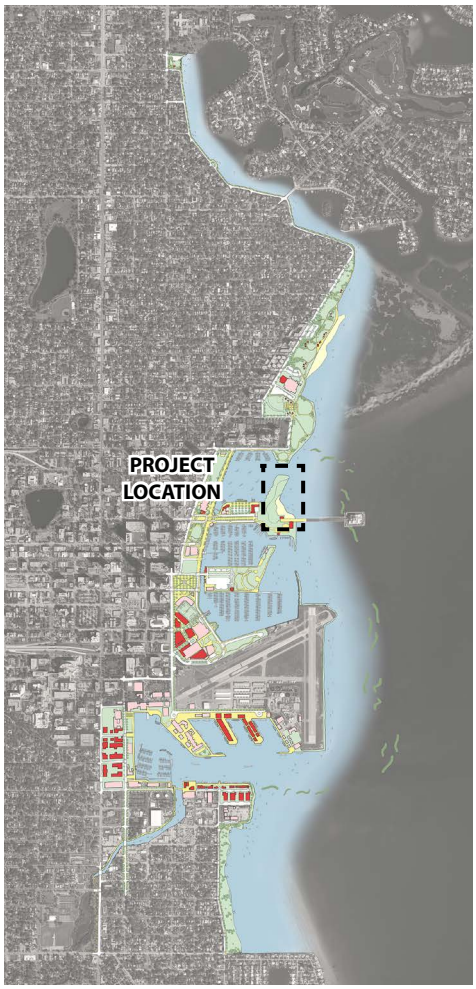


KEY MAP

A DAY AT THE BEACH. A view from Spa Beach looking southeast to the bay and Pier beyond. Breakwaters are seen in the distance and help minimize beach erosion from constant wave movement and storm events. The expanded beach is activated on the edges with a redesigned Spa Beach Park, cafe, rental and concession opportunities and easy access to the beach from the park.

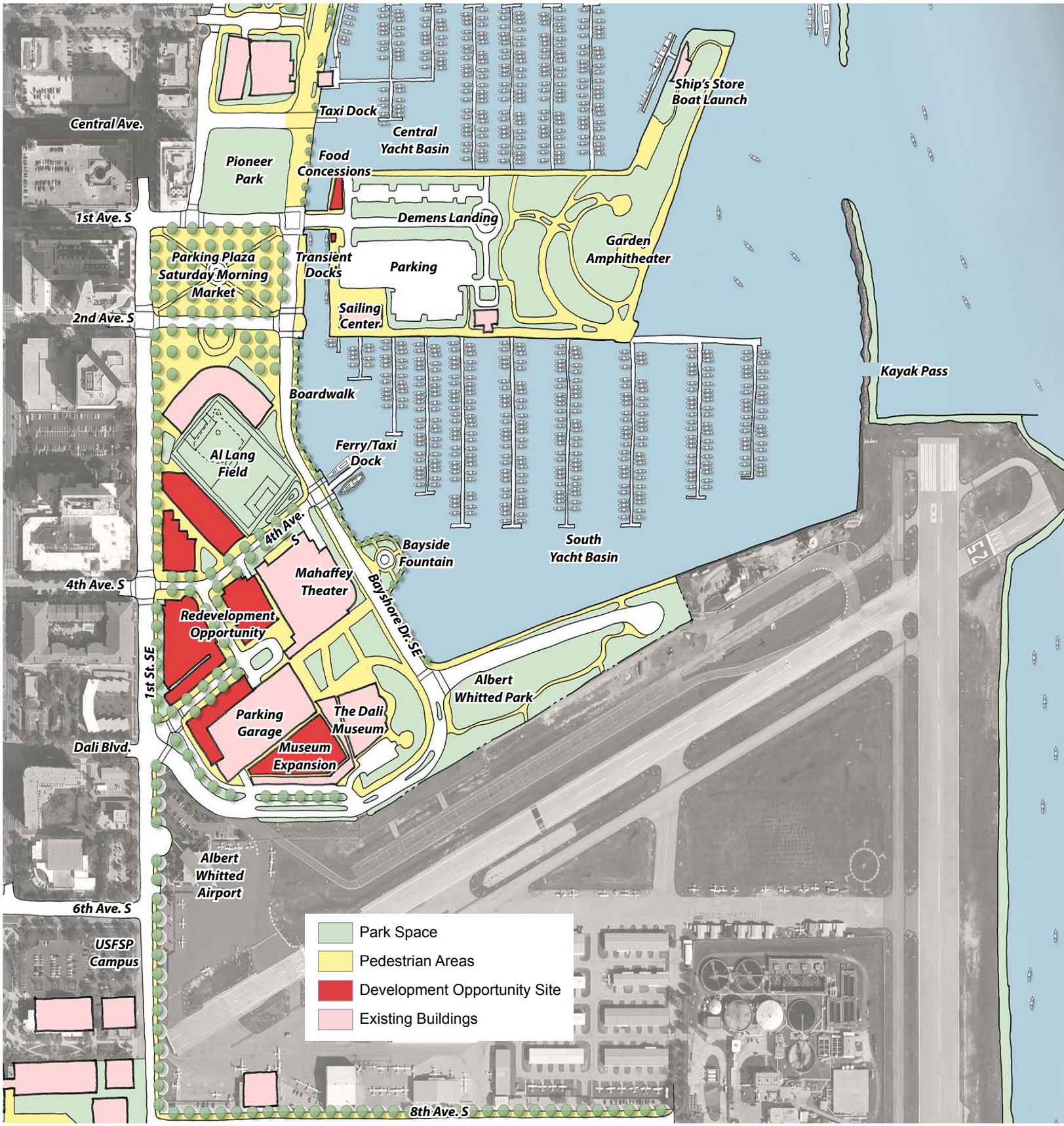
Expansion and Maintenance of Spa Beach

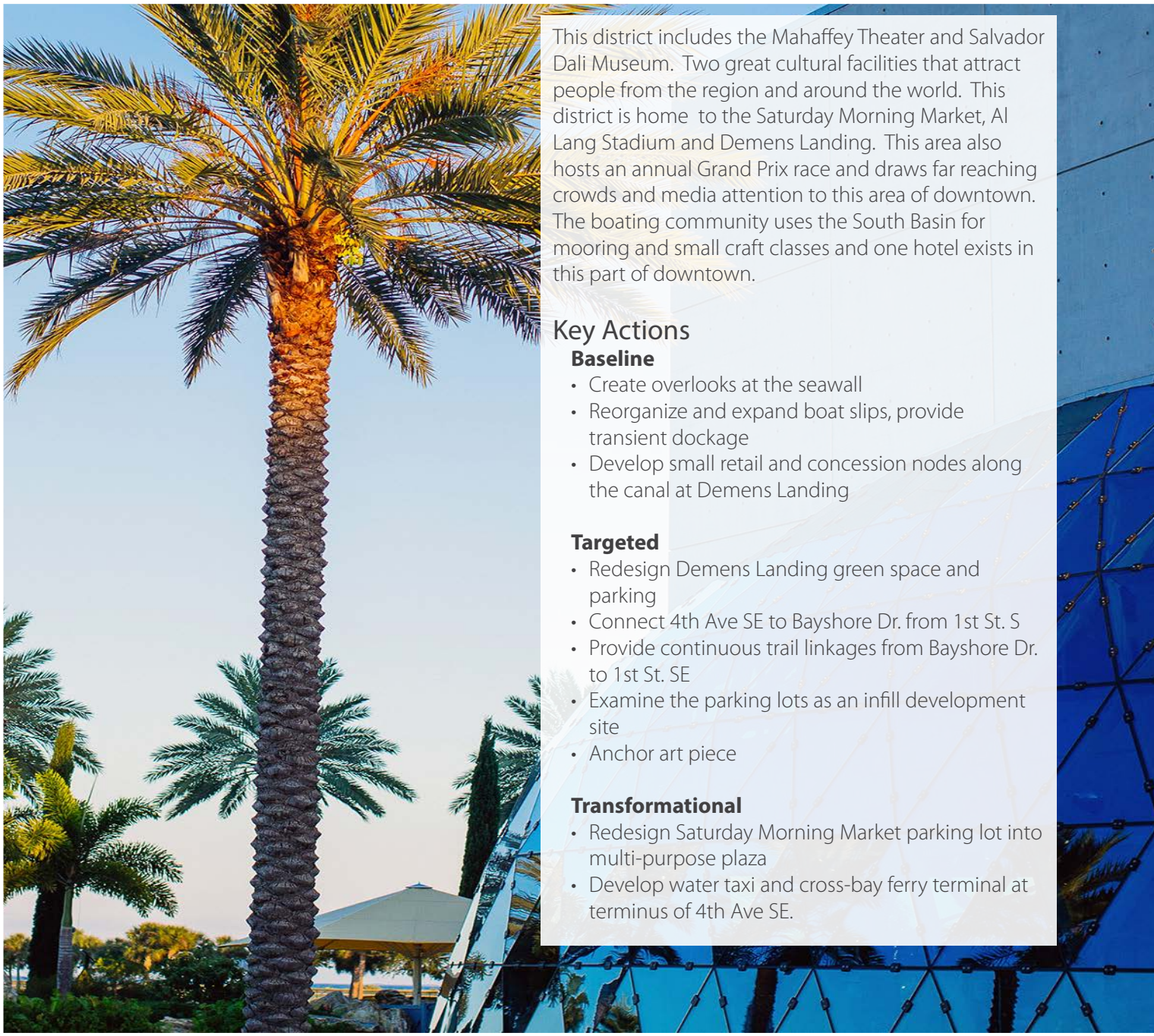
For many years and for many individuals, Spa Beach has served as the local beach for downtown St. Petersburg. This beach should be considered as an asset to the city and cared for accordingly. Regular maintenance and beach renurishment should be considered to allow for this area to be as successful as it was in the past. The expansion of the beach should also be considered as a way to activate it with programs and activities such as beach volleyball, small craft rentals and a beach cafe/snack bar. A plan for pop-up or mobile vendors should also be provided. A day at the beach can be realized with regular upkeep and a general care for this unique gem in the city.



KEY MAP

4: South Basin District





This district includes the Mahaffey Theater and Salvador Dali Museum. Two great cultural facilities that attract people from the region and around the world. This district is home to the Saturday Morning Market, Al Lang Stadium and Demens Landing. This area also hosts an annual Grand Prix race and draws far reaching crowds and media attention to this area of downtown. The boating community uses the South Basin for mooring and small craft classes and one hotel exists in this part of downtown.

Key Actions

Baseline

- Create overlooks at the seawall
- Reorganize and expand boat slips, provide transient dockage
- Develop small retail and concession nodes along the canal at Demens Landing

Targeted

- Redesign Demens Landing green space and parking
- Connect 4th Ave SE to Bayshore Dr. from 1st St. S
- Provide continuous trail linkages from Bayshore Dr. to 1st St. SE
- Examine the parking lots as an infill development site
- Anchor art piece

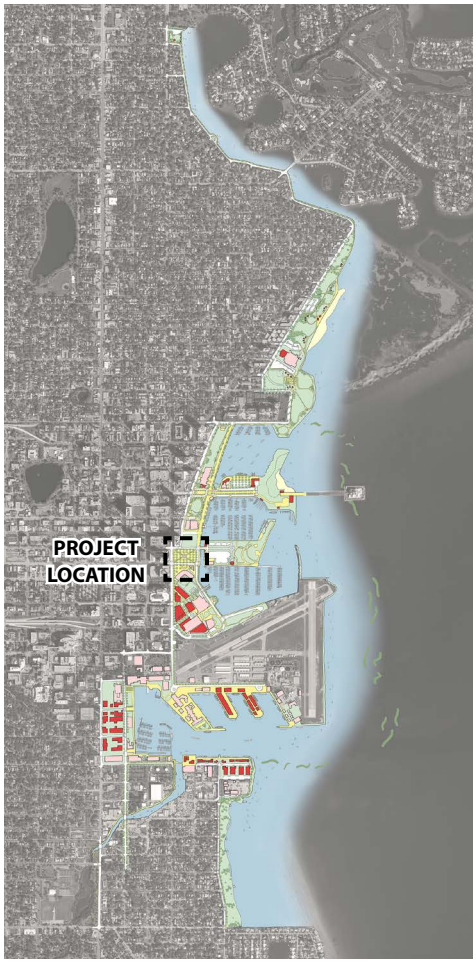
Transformational

- Redesign Saturday Morning Market parking lot into multi-purpose plaza
- Develop water taxi and cross-bay ferry terminal at terminus of 4th Ave SE.

SATURDAY MORNING AT THE MARKET. The central Pelican Fountain is the focal point of this re-imagined market plaza space. Community events, The Saturday Morning Market and public parking will be served by this large plaza. Specialty paving, seating options and views to downtown, the stadium and the bay helps create this ideal setting to enjoy various activities.

Reconfiguring the Saturday Morning Market Space

The current parking lot located north of Al Lang Stadium should be reconfigured into a multi-use plaza space. This plaza space should be designed as a multifunctional space and accommodate the Saturday Morning Market, provide parking for the public, and be another venue for outdoor community events on the waterfront. This plaza should respect the Grand Prix route and its paving and dimensional requirements. Other portions of the plaza space should utilize specialty paving treatments, landscape, and water features to create a space that is comfortable and engaging.



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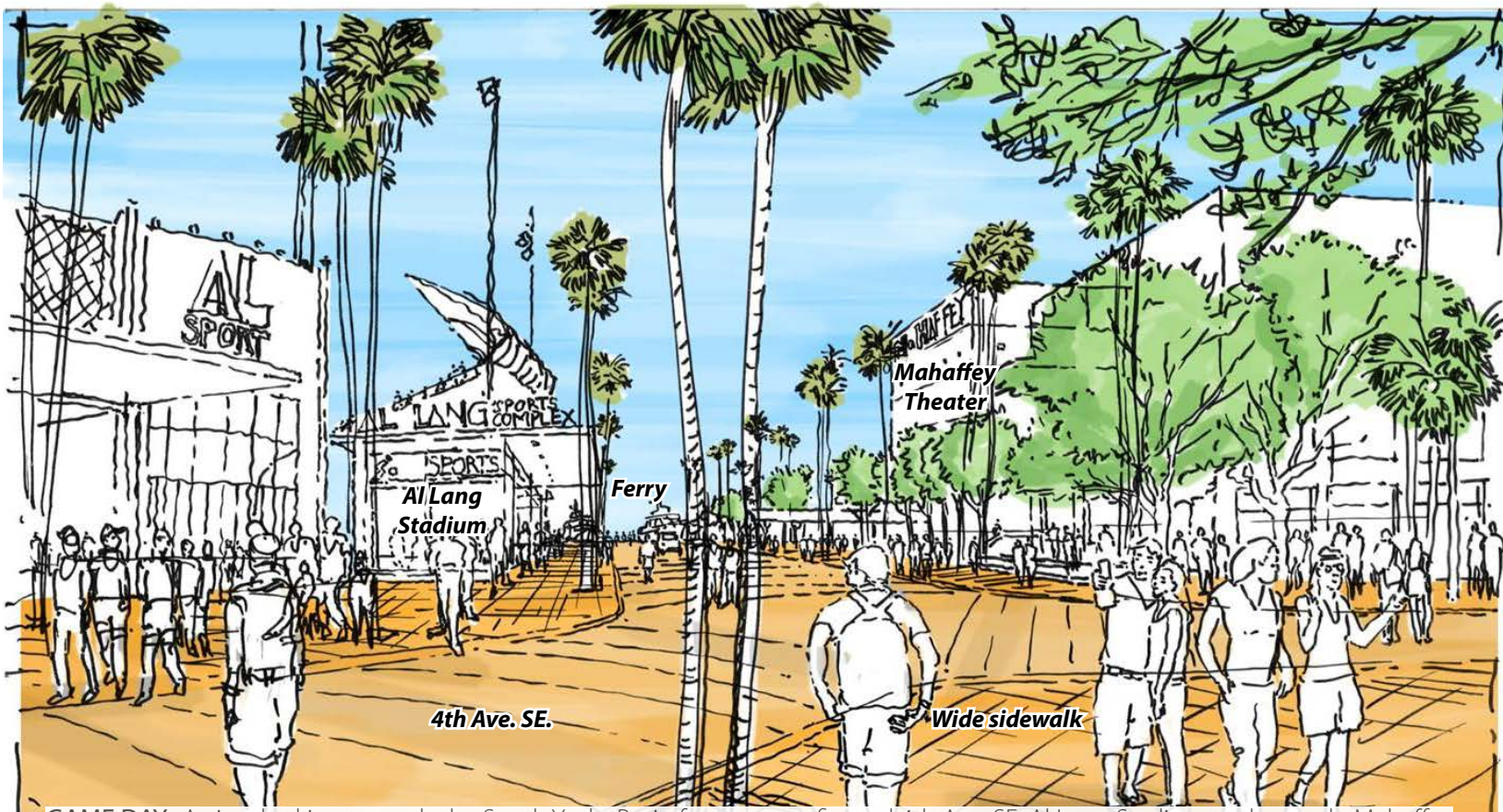
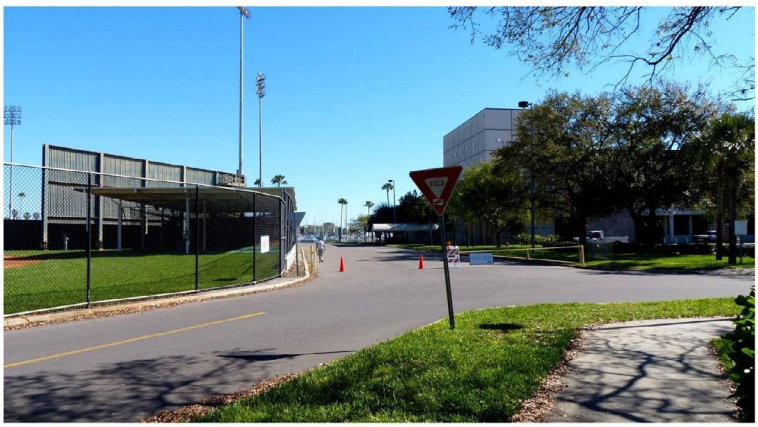
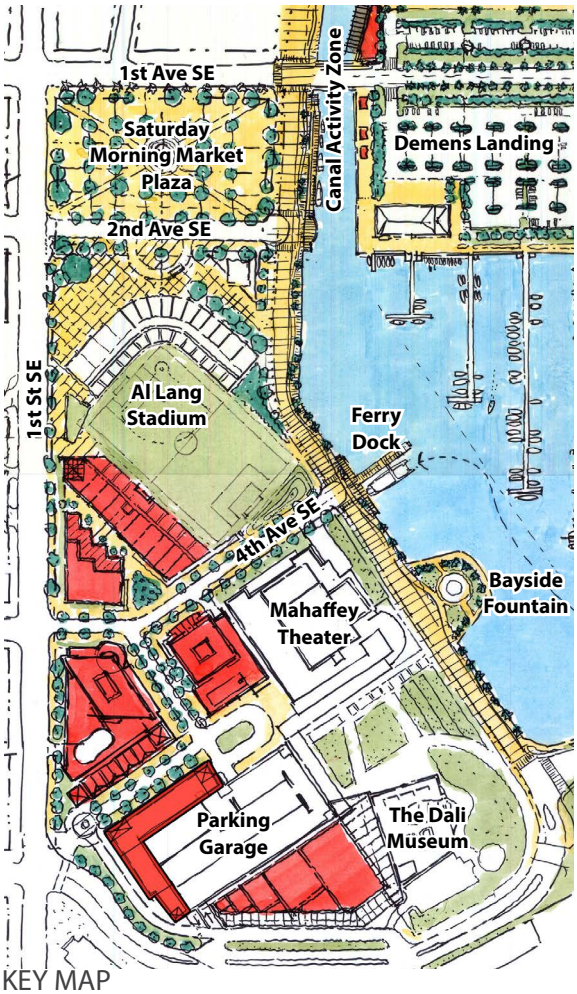


GAME DAY. A view looking towards the South Yacht Basin from a reconfigured 4th Ave. SE. Al Lang Stadium to the north, Mahaffey Theater to the south and a ferry docked at the edge of the basin in the distance. A hotel would be a compatible use with this area's sports and cultural venues. Developing an urban, walkable zone would also help connect this area to downtown.



Reconfiguring the Sports and Entertainment Zone

Redevelopment opportunities should be pursued adjacent to the Mahaffey Theater and Dali Museum. The existing surface parking lots should be re-examined as opportunities for redevelopment potential. The area located west of the Dali and south of the existing parking garage should be reserved for Dali Museum expansion of roughly 65,000sf of space. The existing parking garage should accommodate parking for hotel, Mahaffey, conference/meeting facilities, and any retail. Areas north of the parking garage and south of 4th Ave. should be redeveloped as hotel program with retail at the street level. The Al Lang Stadium block, from 2nd Ave. to 4th Ave. SE., should also be redeveloped with sports associated program, retail, and commercial uses. The revenue created by this type of development can be put back into the improvements of other public spaces along the waterfront identified in this document.



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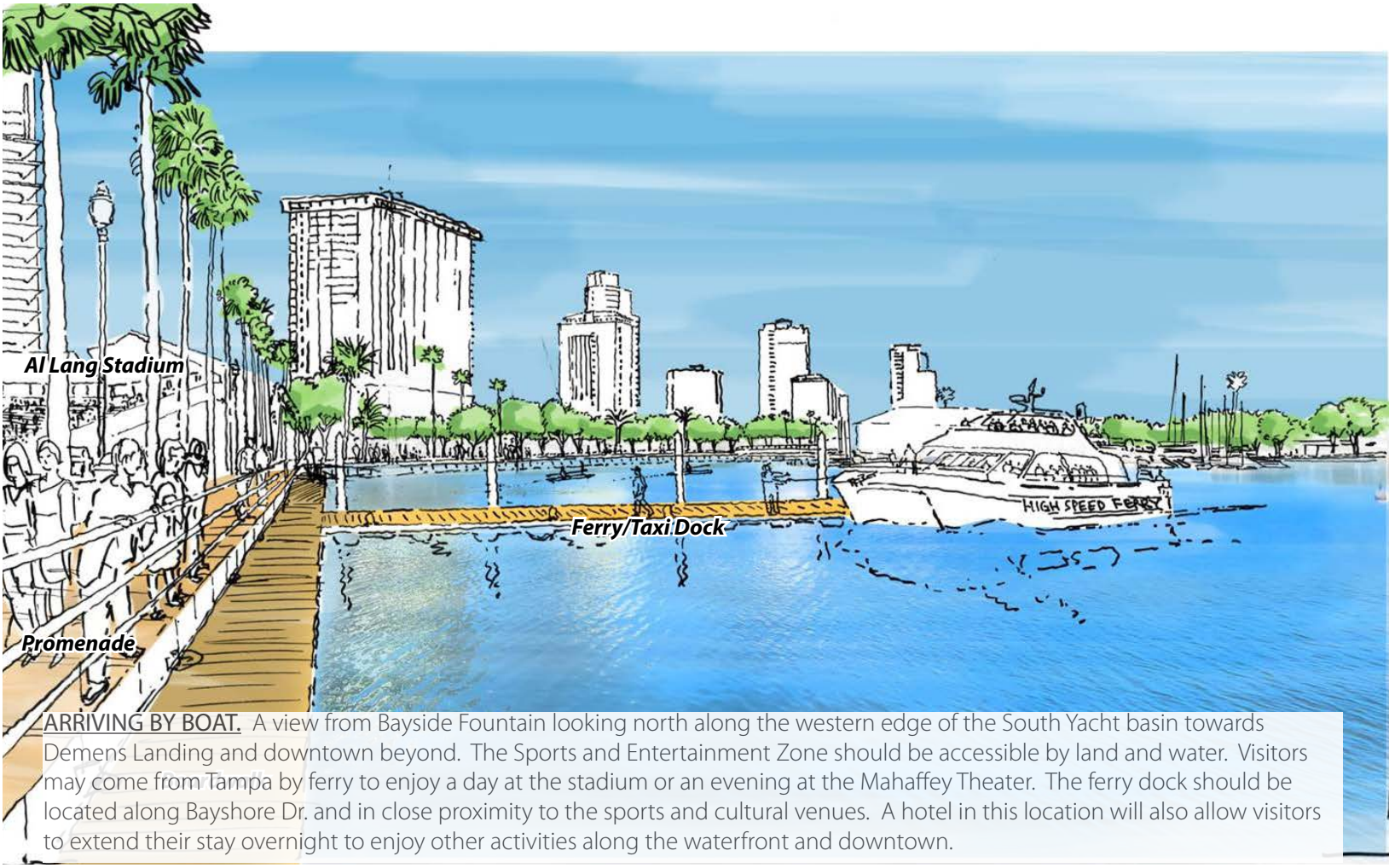
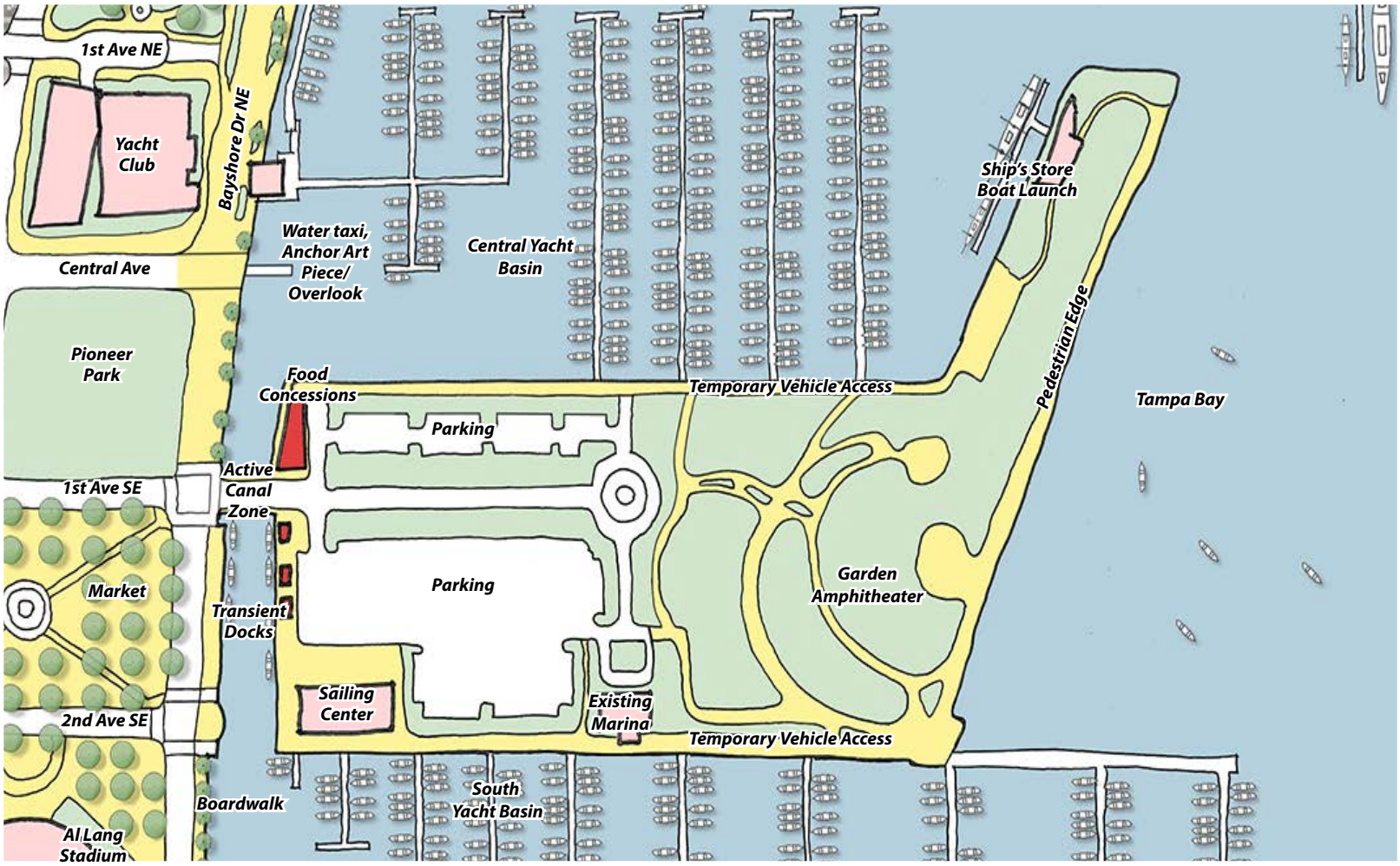


ARRIVING BY BOAT. A view from Bayside Fountain looking north along the western edge of the South Yacht basin towards Demens Landing and downtown beyond. The Sports and Entertainment Zone should be accessible by land and water. Visitors may come from Tampa by ferry to enjoy a day at the stadium or an evening at the Mahaffey Theater. The ferry dock should be located along Bayshore Dr. and in close proximity to the sports and cultural venues. A hotel in this location will also allow visitors to extend their stay overnight to enjoy other activities along the waterfront and downtown.

Reconfiguring Bayshore Drive

Similar to the conversion of Bayshore Dr. along the Straub Parks, this area of Bayshore Dr. should also be converted to a shared space. Portions of this area should respect the critical dimension requirements of the Grand Prix route and not interfere with the paving treatments. The spaces adjacent to the seawall should be designed to accommodate pedestrians and also create areas for overlooks. The existing fountain in front of the Mahaffey Theater should be maintained as a fountain plaza space on the water's edge.

KEY MAP



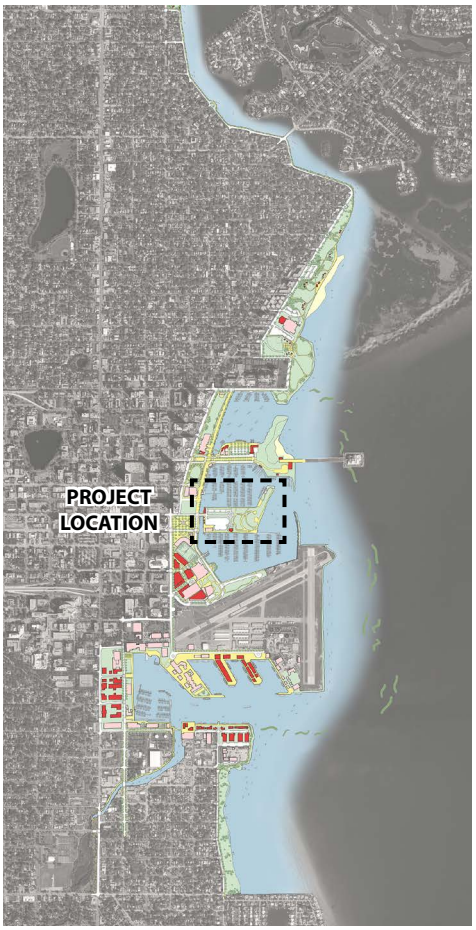
Redesigning Demens Landing Park

Demens Landing Park should be redesigned as a multi-functional park environment. This park should serve the boating community, park users, programmed events utilizing garden amphitheater and passive recreation. Reconfiguring the parking lots and vehicular circulation to provide large contiguous green space would allow for larger gathering to occur and provide another venue on the waterfront to host events. The redesign needs to maintain some vehicular access to the boat slips and marina building and boat launch and ship's store at the Central Yacht Basin. Currently there are approximately 300 parking spaces. This plan includes approximately 375 spaces.

Honoring the Past

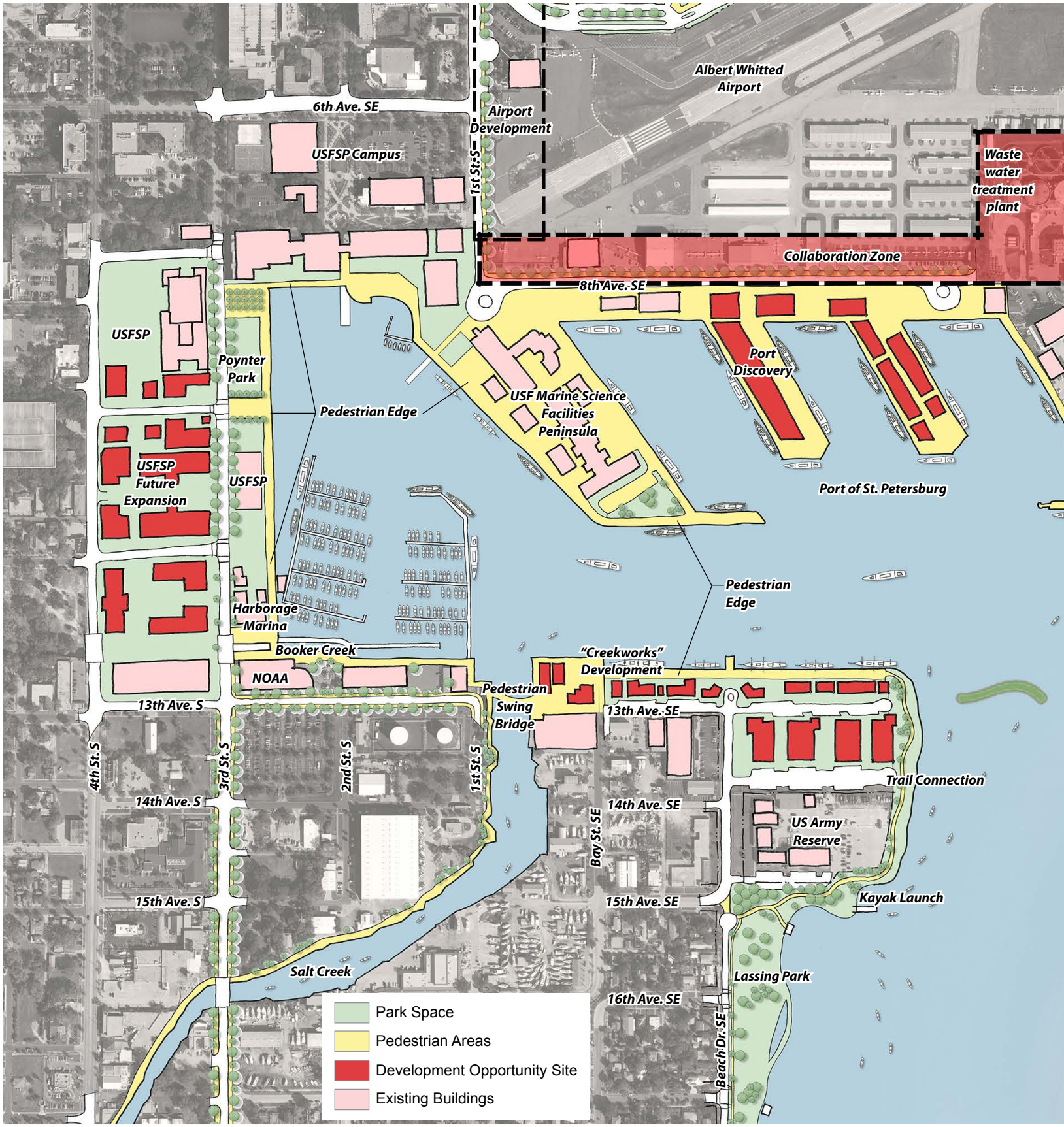
Demens Landing Park played an important role in St. Petersburg's African-American community. The story of the history of the "South Mole" should be included in interpretive signage and art in the park.

The canal at Demens Landing Looking South



KEY MAP

5: Bayboro & Salt Creek District



This unique district is comprised of many different private and public land owners. USFSP, SRI, NOAA, USGS, Fish and Wildlife Commission, the Coast Guard, Albert Whitted Airport and two hospitals. Often referred to as the "Innovation District," this area is providing the local economy with jobs and an exciting synergy between the marine sciences community and the working boating community. This area's unique *messiness* is the appeal to locals and visitors that like to be a part of the nautical, aeronautical and science related industries. The Collaboration Zone is an area identified as potential real estate opportunities for swapping between the land owners in that particular zone. This area's biggest asset is the large number of varied yet compatible operations and facilities. These different operators should continue to work together to build consensus towards a development plan that benefits all involved and gives back to the community. The waste water treatment plant at the east end of the zone has been decomissioned and the 9 acres of land should be considered for potential land swapping.

Key Actions

Baseline

- Develop 1st Street SE streetscape to 8th Ave SE
- Maintain Salt Creek with dredging program
- Create public edge at USFSP College of Marine Science, Peninsula Dr. East & West

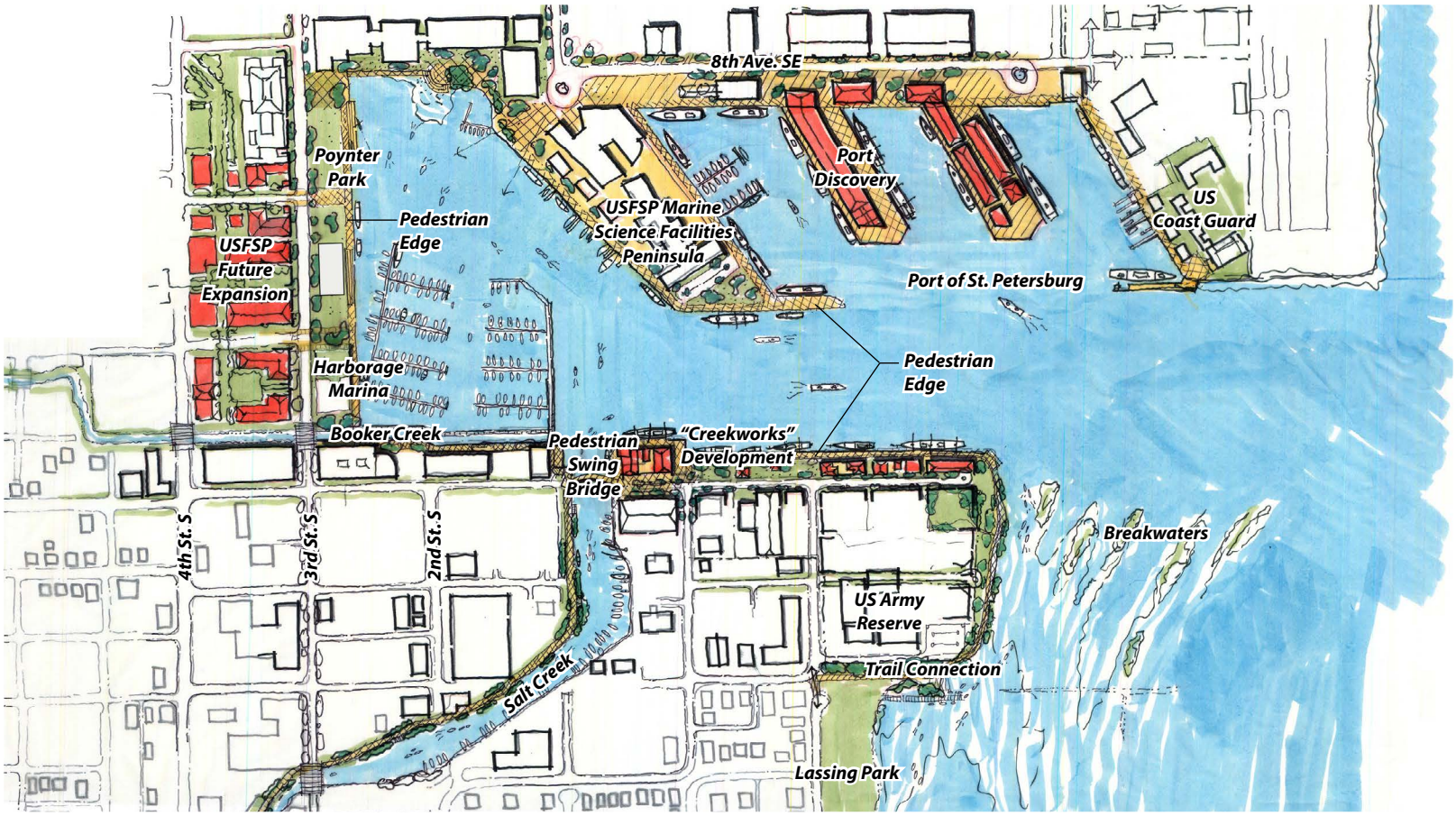
Targeted

- Create art icon and access to water at 1st Street terminus
- Expand USFSP Campus on west side of 3rd St. SE

Transformational

- Develop new museum institution
- Create new deep water piers
- Relocate and consolidate Coast Guard to north side of Bayboro Harbor
- Develop "Creekworks" development along Salt Creek and South side of Bayboro Harbor
- Develop Tall Ships Wharf along south side of Bayboro Harbor
- Create pedestrian edge with trail link from south side of Bayboro Harbor to Lassing Park

Bayboro Harbor & Salt Creek



Creating an Innovation District

This area of St. Petersburg has long been identified with marine sciences, aeronautical, and nautical industries. This "innovation district" should leverage the varying similar private and institutional uses to develop a destination for commerce, science, community services, and tourism. Deep water piers should be considered to serve mega-yachts, research vessels, and museum sites. The Coast Guard should also tie up large vessels to the new pier adjacent to their northern property.

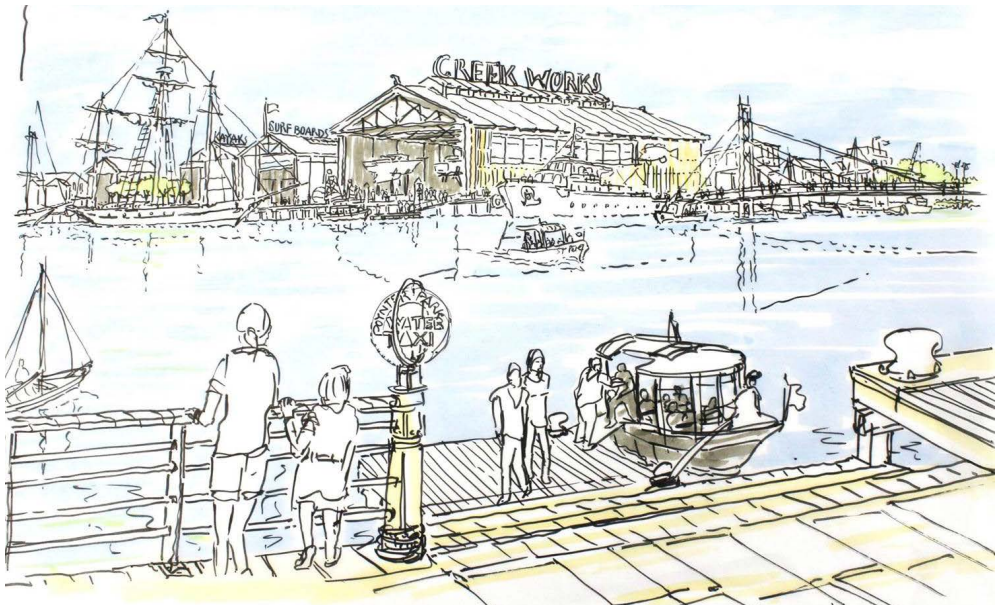
Developing a Working Waterfront

Ties between the boating industry in the Salt Creek area and the Innovation District should be strengthened to take advantage of the unique synergy opportunities between it and the Port, Coast Guard, and marine research institutions. Salt Creek and its associated boating industry should be celebrated and its exposure increased to the community as a place to visit, shop and connect to the boating industry. Marine related development should occur along Salt Creek and the southern edge of Bayboro Harbor.

Creating Linkages to Downtown and South Neighborhoods

1st Street SE should terminate at 8th Ave SE and celebrate the marine and aeronautical uses in the area. A pedestrian swing bridge should be constructed at the mouth of Salt Creek to provide the community with access to the areas south of Bayboro Harbor.

BRIDGING THE GAP. A view looking northeast over the mouth of Salt Creek from the corner of 13th Ave. S and 1st St. S. Encouraging access to the water's edge and connecting the east and west areas of Salt Creek is important to pedestrians and the livability of the city. This one bridge can help link the Old Southeast Neighborhood, Lassing Park and Salt Creek businesses and attractions to downtown.



View of the new Creekworks development opportunity site from the USFSP Peninsula's water taxi station. The Creekworks vision is an assembly of existing and new development along the south edge of Bayboro Harbor. This new development should compliment the local industry of fishing, boating and the arts while providing an edge for tall ships. The pedestrian swing bridge is on the right side of this illustration.

Connections over Salt Creek

Developing a strong relationship with the working waterfront, the marine science community, downtown and the various neighborhoods can be facilitated in many different forms. Sidewalks, bike lanes and other physical connections allow people to move around the city and explore the various area types that make up the waterfront. A pedestrian swing bridge should be considered to connect over the mouth of Salt Creek. This mechanical swing bridge allows for boaters to navigate the waters of Salt Creek and also allows pedestrians to cross over when boats are not needing to move through the mouth of Salt Creek.

A WORKING WATERFRONT. A view from the USF Peninsula looking north towards the Port of St. Petersburg with downtown beyond. People like to be a part of the messiness of a working waterfront environment. Making accommodations for pedestrians, boats, compatible uses, and activities and new development opportunities will strengthen this area's image. This new identity will attract people from around town to walk and spend the day learning about this unique waterfront environment.

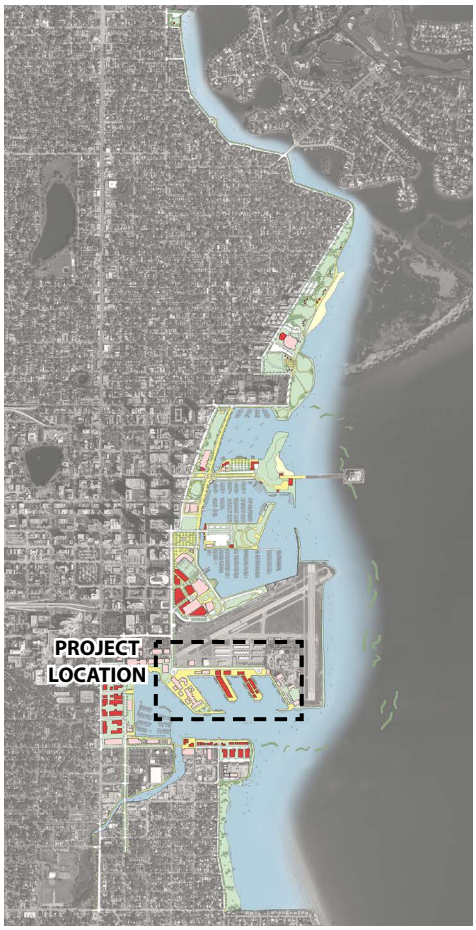
Expand Pedestrian/Public Edges

Similar to the Pier Approach, this area of the city also has a car dominated edge. Shifting cars away from the edge and giving this space to pedestrians will create a more friendly and inviting environment. This plan does not state that all parking should be removed but rather shifted away from the edge. The USFSP Peninsula has other areas to park cars and these areas need to be considered as part of this plan to make a more walkable, livable and hospitable environment for people.

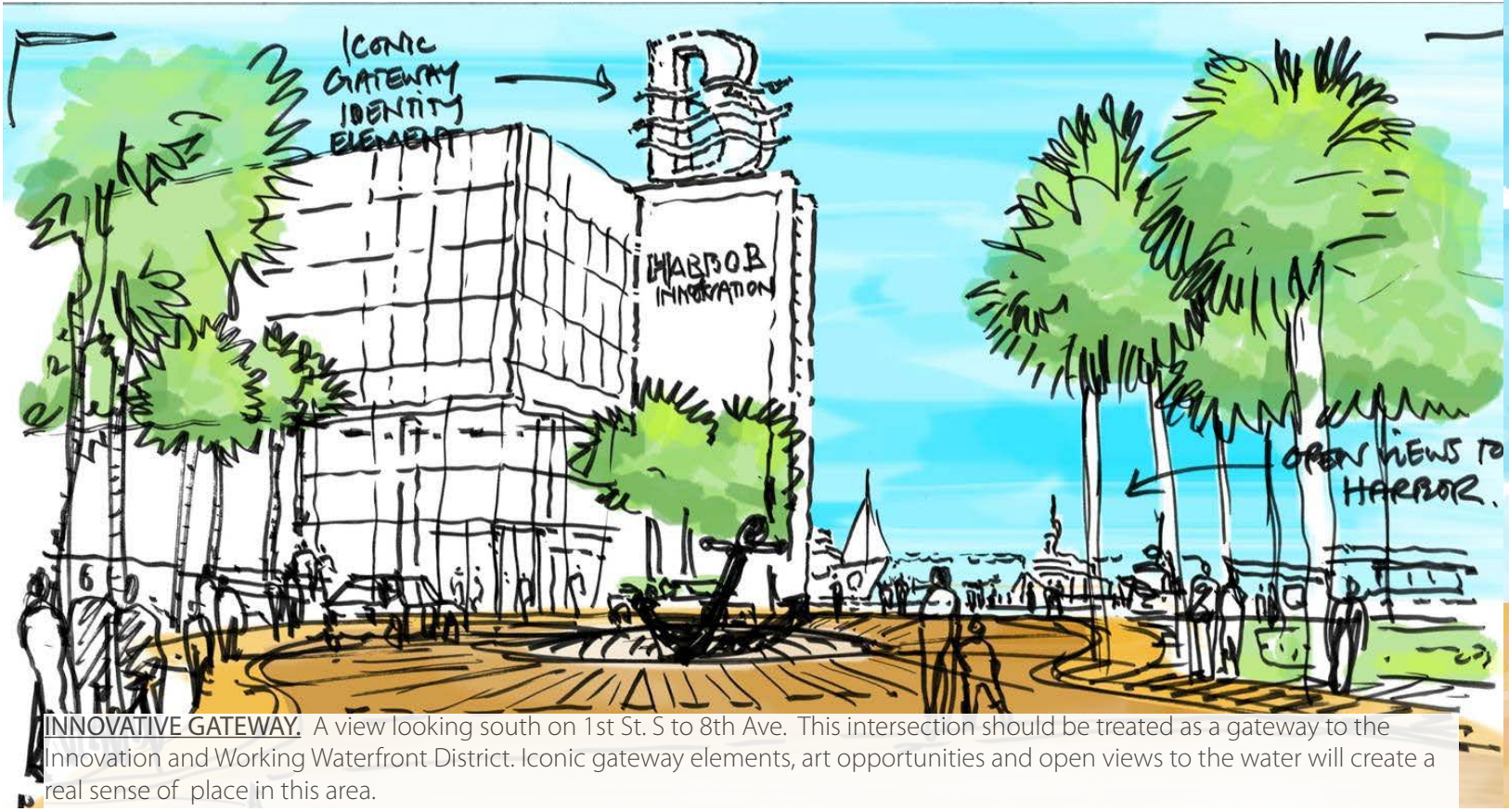
Port Discovery Concept

The Bayboro Harbor area should be leveraged to provide a venue that celebrates the varying uses and maritime industry found along its waterfront. The city should consider an attraction along the northern edges of the harbor utilizing new deep water wharfs and pier structures.

A WORKING WATERFRONT. Looking south towards the Harborage Marina with a glimpse of the Salt Creek swing bridge to the left. Creating architectural nautical markers along the edge and to the buildings will help strengthen this area's identity as a working waterfront.



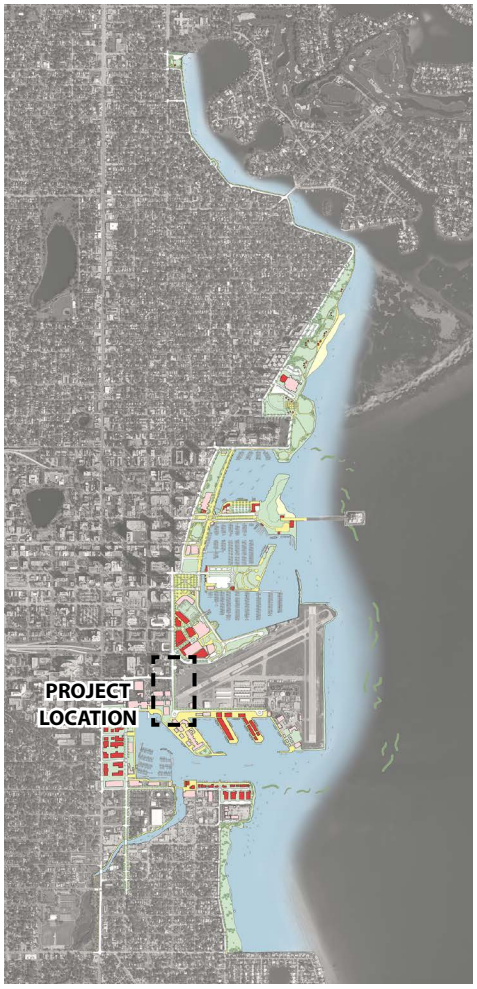
KEY MAP



INNOVATIVE GATEWAY. A view looking south on 1st St. S to 8th Ave. This intersection should be treated as a gateway to the Innovation and Working Waterfront District. Iconic gateway elements, art opportunities and open views to the water will create a real sense of place in this area.

A Gateway to the Innovation District

A strong gateway gesture should be the terminus to the view looking south on 1st Street S. There is a great opportunity to brand this area as the hub of science, research and industry in this portion of the city. Currently the view to the water and the Harborage Marina beyond is blocked and a parking lot lies in the foreground. Opening up this view and creating a gateway along 1st Street S. should be considered to celebrate the different uses in this area and promote pedestrian activity through here and along the edge of Bayboro Harbor. An anchor art piece should also be considered for this area to mark the research and industry in this area.

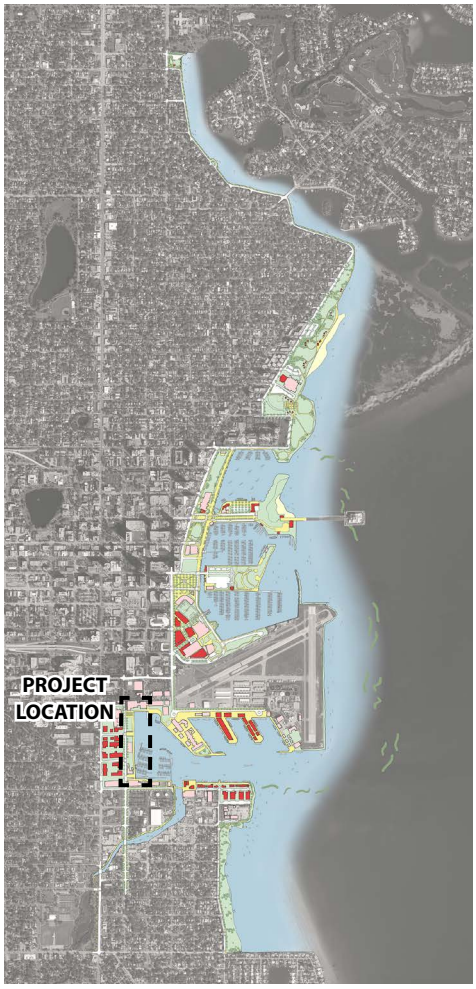


KEY MAP

CONNECTING THE HARBOR THROUGH THE PARK. A view looking southeast on 3rd St. S to Poynter Park, USFSP Harbor Hall and Harborage Marina. Bringing the nautical theme up to the street from Bayboro Harbor to celebrate the area's boating and marine industry.

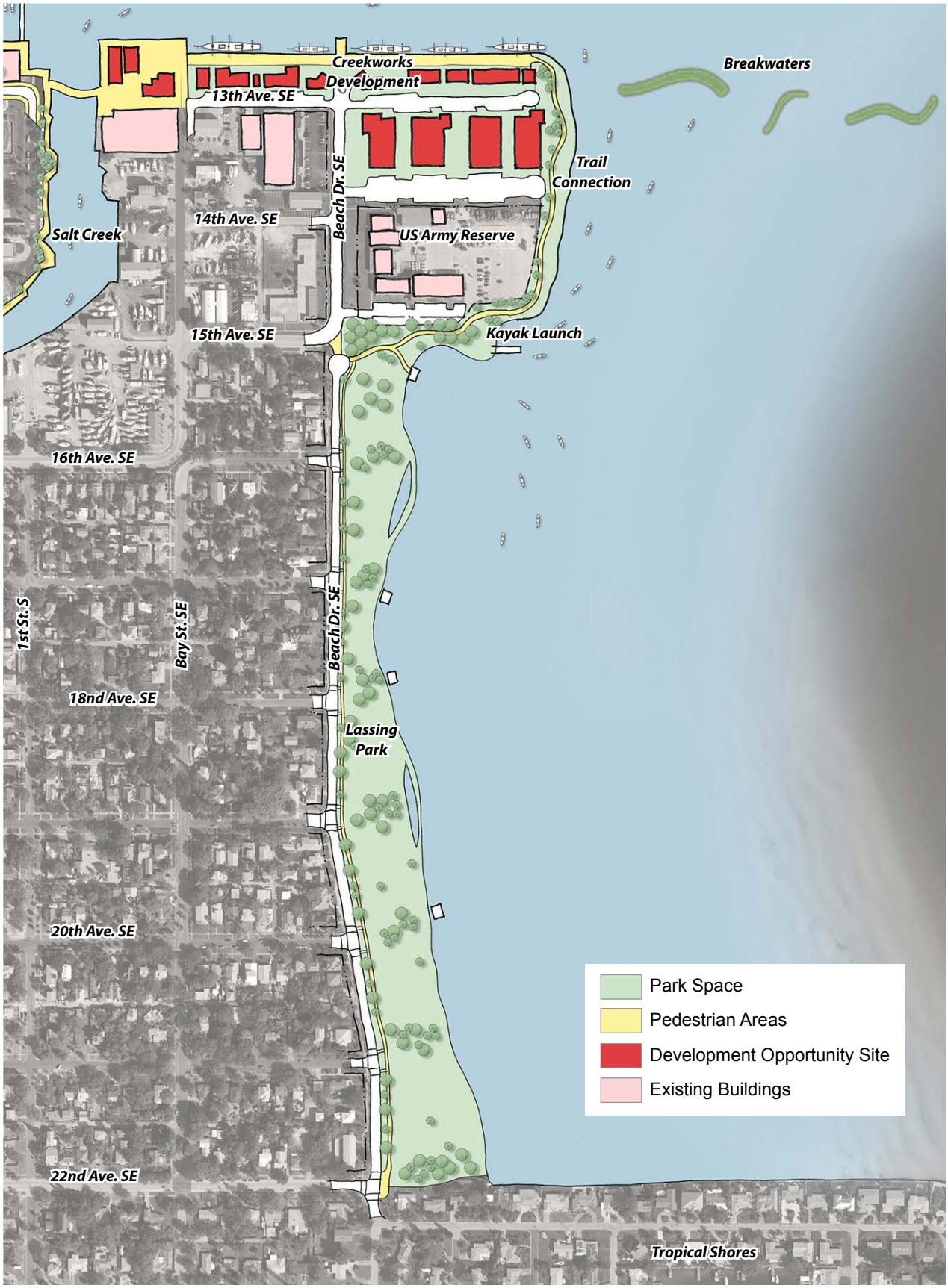
Poynter Park Re-Imagined

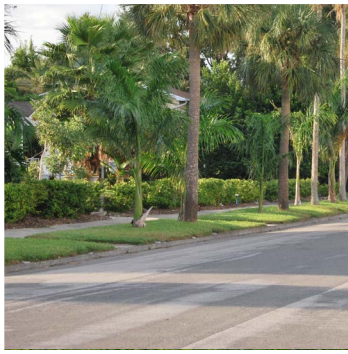
Poynter Park should be leveraged as a south end park for special events, local gatherings and USFSP programmed activities. An opportunity for an anchor art piece should be considered for this area as a marker of the South Basin, USFSP and the entrance into the working waterfront and southern neighborhoods. Access to the water and areas to sit under shade should be considered in this park environment.



KEY MAP

6: Lassing Park District





Lassing Park and the Old Southeast Neighborhood is a quiet and peaceful location on the southern end of the Downtown Waterfront. The park is positioned between the bay and the historic neighborhood. Re-investment is taking place in the neighborhood and the park is becoming more of a regional destination. Currently the neighborhood and park are cut off from the downtown, thus making it feel like a neighborhood park that only serves the local residents.

Key Actions

Baseline

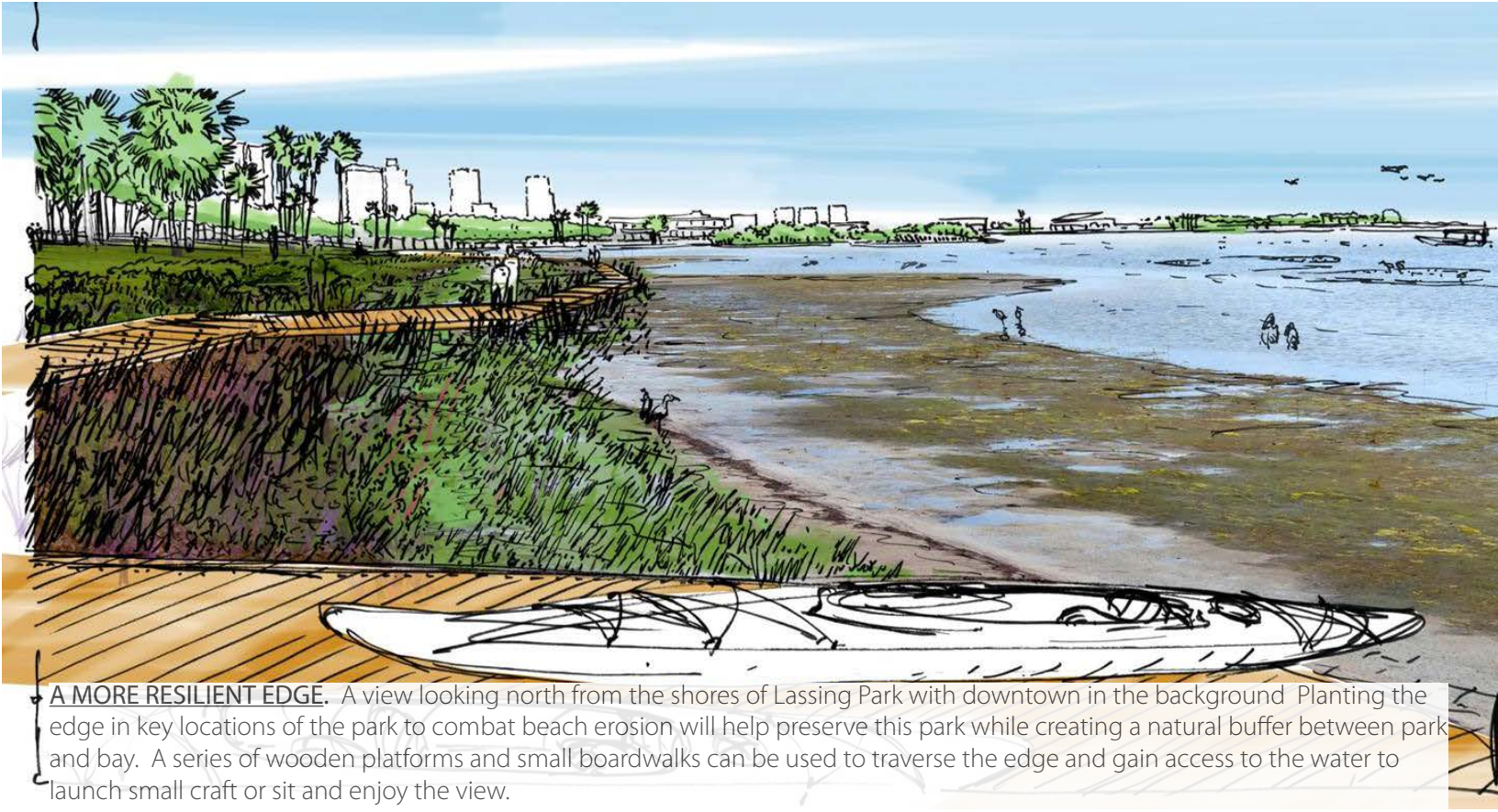
- Develop Stormwater treatment enhancements
- Provide new site furnishings like shaded seating
- Create pedestrian access paths across Beach Dr. SE into the park and throughout the park
- Restore water's edge and protect the shore from erosion

Targeted

- Provide new public restrooms
- Kayak launch at north end of park

Transformational

- Provide a protected, branded multi-use trail connecting the southern neighborhoods to the waterfront along 3rd St. South.



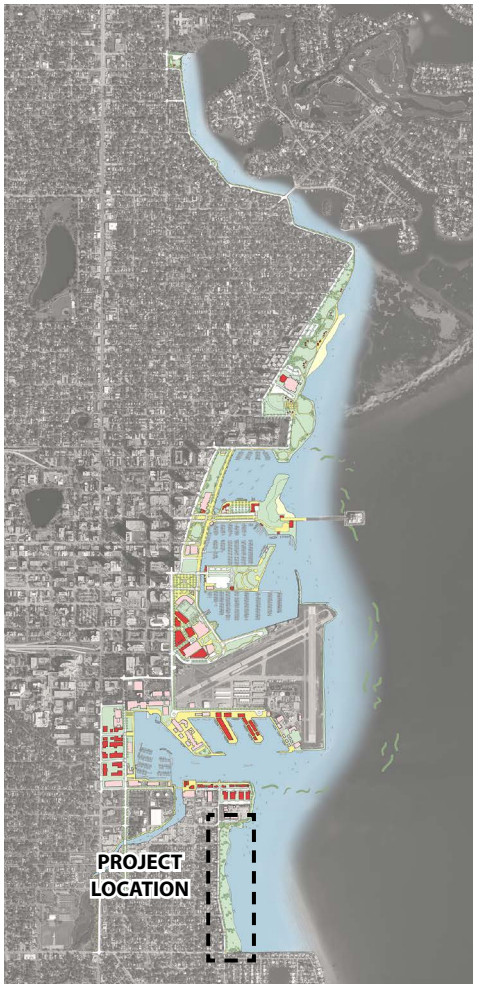
A MORE RESILIENT EDGE. A view looking north from the shores of Lassing Park with downtown in the background Planting the edge in key locations of the park to combat beach erosion will help preserve this park while creating a natural buffer between park and bay. A series of wooden platforms and small boardwalks can be used to traverse the edge and gain access to the water to launch small craft or sit and enjoy the view.

Improving the Park

Lassing Park is located at the southern terminus of the project boundary and serves the well-established Old Southeast and Tropical Shores Neighborhoods. The park serves the residents of the surrounding neighborhoods well; however, the public engagement process did discover several ways to make the park even more successful at serving its users. This should be accomplished through "light touch" incremental improvements to protect the character of the park. Seating areas throughout the park area should be improved to be more shaded and comfortable. Accessible pedestrian paths should line Beach Dr. SE from 22nd Ave. SE on the south along the eastern boundary of Lassing Park, past the cul-de-sac up to 15th Ave. SE. Additional sidewalks should provide limited access to the water by crossing the park east-to-west, being careful not to change the character of the park. New landscaping should treat stormwater before it flows into the bay while enhancing the beauty of the park.

This park should also accommodate a restroom facility for the comfort of park users near the northern border of the park. Finally, a kayak-launch should be created on the border of Lassing Park and the Army Reserve parcel.

Beach Dr. SE forms the western boundary of the park, and is a beautiful drive along the bay. However, the street lacks accessible sidewalk and crosswalk connections between the neighborhood and the park. New crosswalks should be constructed at each cross-street along with appropriate treatments to provide for the safe crossing of pedestrians.



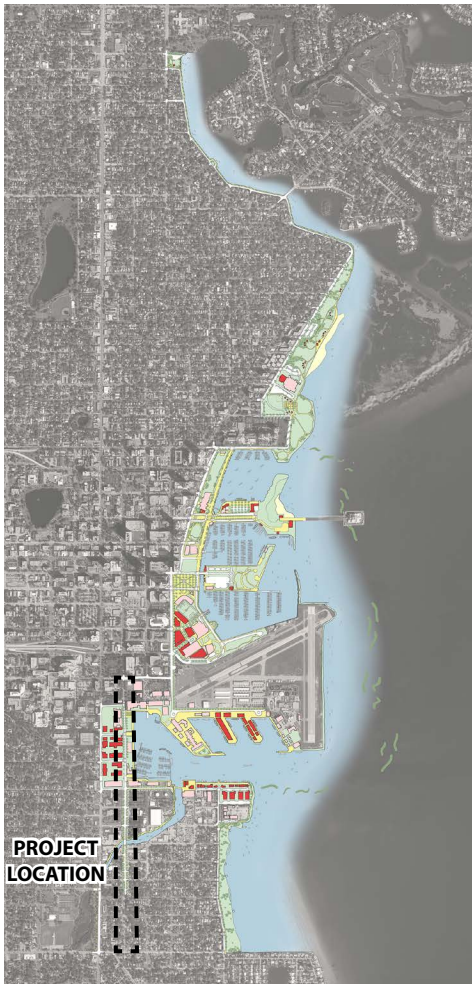
KEY MAP

BRANDED CONNECTIONS. A view from Thrill Hill looking north on 3rd St. S. A divided bike and pedestrian trail that connects downtown to the southern neighborhoods should be legible, comfortable and branded in a way that the user know where they are going and feels safe along their journey. Vehicle and pedestrian conflicts are reduced when these trails are developed in urban areas.

Improving Pedestrian and Bicycle Connectivity

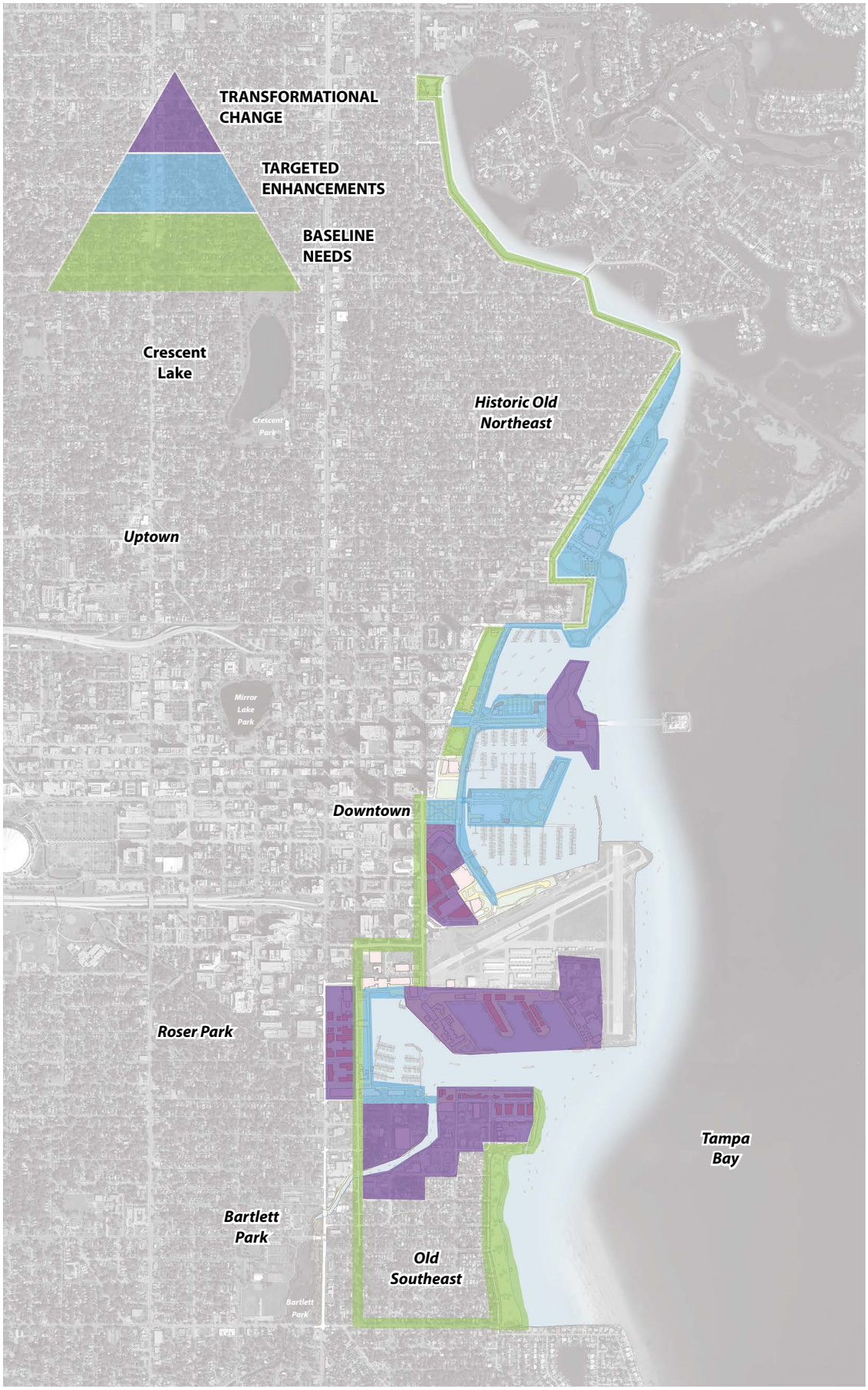
To connect Lassing Park to the Bayboro & Salt Creek District, a multi-purpose trail should be constructed along the waterfront from the northern border of Lassing Park along the shore between the Army Reserve station and the Coast Guard station to the Bayboro & Salt Creek District. This will require negotiation with the defense agencies which operate facilities here and may involve land swaps or special design considerations for security purposes. Regardless of the specific structure of the agreements which allow for the creation of the trail, such a connection would allow continuous waterfront access to Lassing Park from the north.

Connections between Lassing Park and downtown are restricted geographically by Salt Creek and Bayboro Harbor. To improve connectivity for the non-motorist, a shared-use trail should be constructed along 3rd St. S to improve the north-south connections to the Lassing Park area. This will provide a safer and more comfortable journey and encourage the use of non-motorized transportation within the Downtown Waterfront.



KEY MAP

Section 4: Implementation Strategy & Action Plan



The previous section described the three levels of investment proposed for the waterfront: baseline, targeted, and transformative. This section outlines proposed strategies and funding sources for implementation, including capital improvements and operations.

Capital Improvements Funding

The estimated costs of the proposed capital improvements total approximately $500- 600 million, including:

- Baseline Needs: $25 – 50 million
- Targeted Enhancements: $50 – 75 million
- Transformational Change: $400 – 500 million

It is anticipated that public funds would be used to implement the majority of the baseline needs such as bike paths and site furnishings, as well as a portion of the targeted enhancements such as the re-design of Demens Landing. Other targeted enhancements and transformational change such as the re-development of the South Basin Cultural/Entertainment District, would be funded through public- private partnerships (P3s). Many urban waterfronts generate about $8 – $9 of private investment for every $1 of public investment. In the case of Pittsburgh's Riverlife redevelopment, after five years every dollar invested in riverfront parks has attracted $32 in adjacent related development. It is also anticipated that baseline needs and targeted enhancements will be financed through a combination of funding strategies. City officials, staff and residents will need to determine the most appropriate techniques. Common funding sources may include, but not be limited to:

"Pay-As-You-Go" Sources:

- Property taxes/general fund
- Sales tax, e.g. Pennies for Pinellas
- Bed tax, e.g. Tourism Development Council (TDC)
- Special assessment, e.g. a Waterfront Improvement District
- Business Improvement Districts (BIDs)
- County, state, and/or federal grants
- Parking districts
- Special assessments
- Sales tax
- Tax Increment Financing (TIFs)
- Park impact fees
- Grants
- User fees
- Sponsorships
- Advertising
- Public private partnerships
- Conservancies
- Special events
- Public land leases

Borrowing:

- General Obligation Bonds
- Revenue Bonds

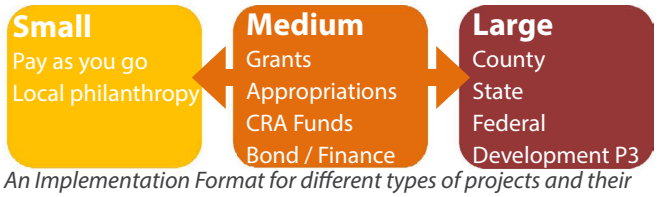
Projected funding, FY 2015 - 2020

The city currently funds capital improvements primarily through its general fund (Capital Improvements Program); sales tax (Penny for Pinellas); tax increment financing (TIF); enterprise funds; grants; parking fees; TDC bed tax; and bonds. It is anticipated that these and other revenue sources could generate approximately $8.5 million for waterfront improvements over the next five years, as follows:

Current Capital Improvements Program (CIP)/ Penny for Pinellas:

Item	Cost
Seawall repair (400,000/yr)	$2 Million
Trail improvements	$1.5 Million
North Shore Beach, other restoration	$1.5 Million
Streetscapes ($200,000/yr)	$1 Million
Courtesy Docks	$630,000
Wayfinding and signage	$500,000
Street improvements ($100,000/yr)	$500,000
FDOT Trail	$500,000
Sidewalk repair	$200,000
Bicycle/pedestrian improvements ($25,000/yr)	$125,000
Total	$8,455,000

An additional $10 million may be available through bonding of TIF revenues, bringing the possible available funding to almost $20 million for 2015 – 2020.



An Implementation Format for different types of projects and their potential funding sources.

Projected funding, FY 2020 - 2025

It is reasonable to assume that the funding sources outlined above will generate another $10-20 million in FY 2020- 2025. Additionally, the city should consider a special charge for parcels within a to-be-designated "Waterfront Improvement District" (WID). Analysis of this funding concept should be conducted to determine options for applying a WID in terms of geographic area and millage or assessment rates. WID revenues could be used for operations and maintenance costs as well as capital improvements.

Public-private partnerships (P3s)

While the city focuses on improving the public components of the waterfront, it is assumed that the private sector will invest in concessions and leases on public land, as well as the redevelopment of adjacent properties. Specific opportunities for P3s include:

Pier District

- Restaurant/café at the St. Petersburg Museum of History
- Restaurant somewhere near the pier approach
- Market space
- Concessions and café at beach area

South Basin Cultural/Entertainment District

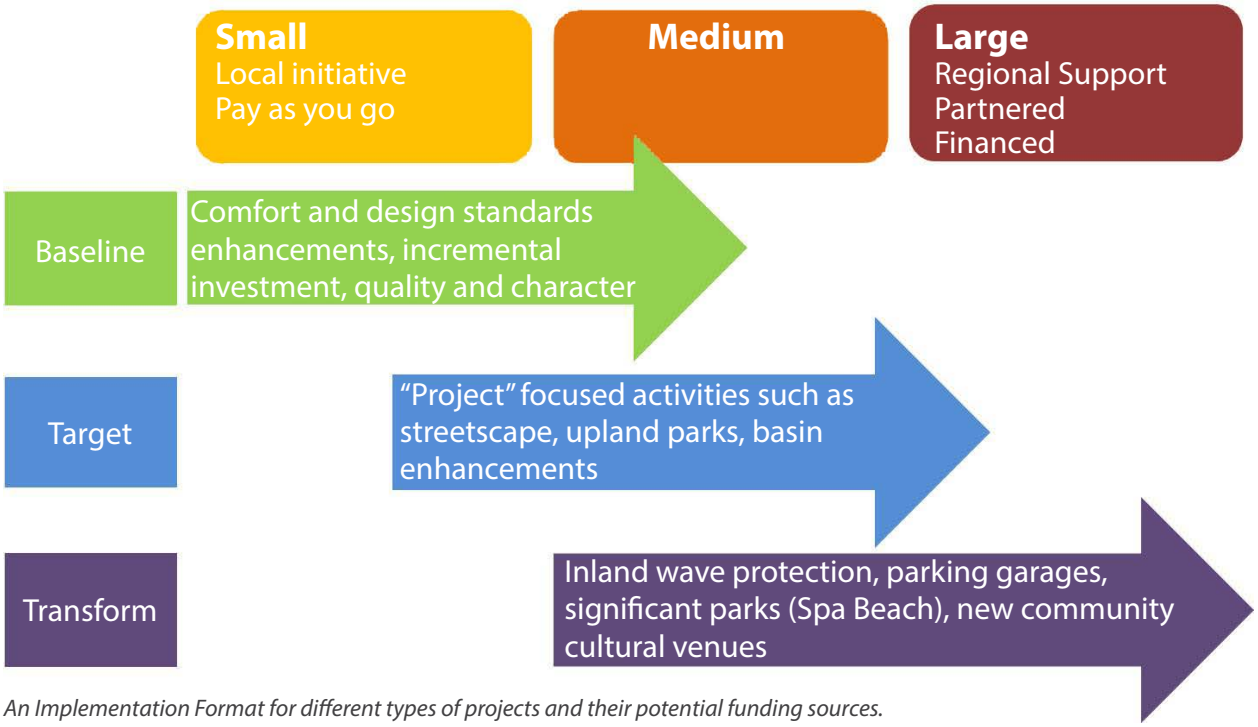
- 300-room hotel
- Retail and sports-related restaurant/club on parcels near Al Lang Stadium
- Conference center
- Parking structure
- Canal zone restaurant and concessions

Using a combination of private development on municipal ground leases, city-developed spaces leased to concessionaires, and joint developments between the city and private developers could generate significant revenue over 15-years. In addition, the Bayboro Harbor/Salt Creek District presents opportunities at the deep-water port and airport properties.

Currently, lease terms are restricted on municipal sites in the Waterfront area. While the Dalí Museum as a 99-year lease, most lease terms are currently restricted by Charter to 5, 10 and 25-year terms. The city will need to determine the best combination of privately and publicly-developed uses.

For the private development of major facilities such as a hotel, it will be necessary to offer a term of at least 50-years to allow the developers to realize a reasonable return. Major restaurant sites developed privately will want a 15-year lease at minimum; if buildings are developed by the city then a 5 to 10-year term should be reasonable.

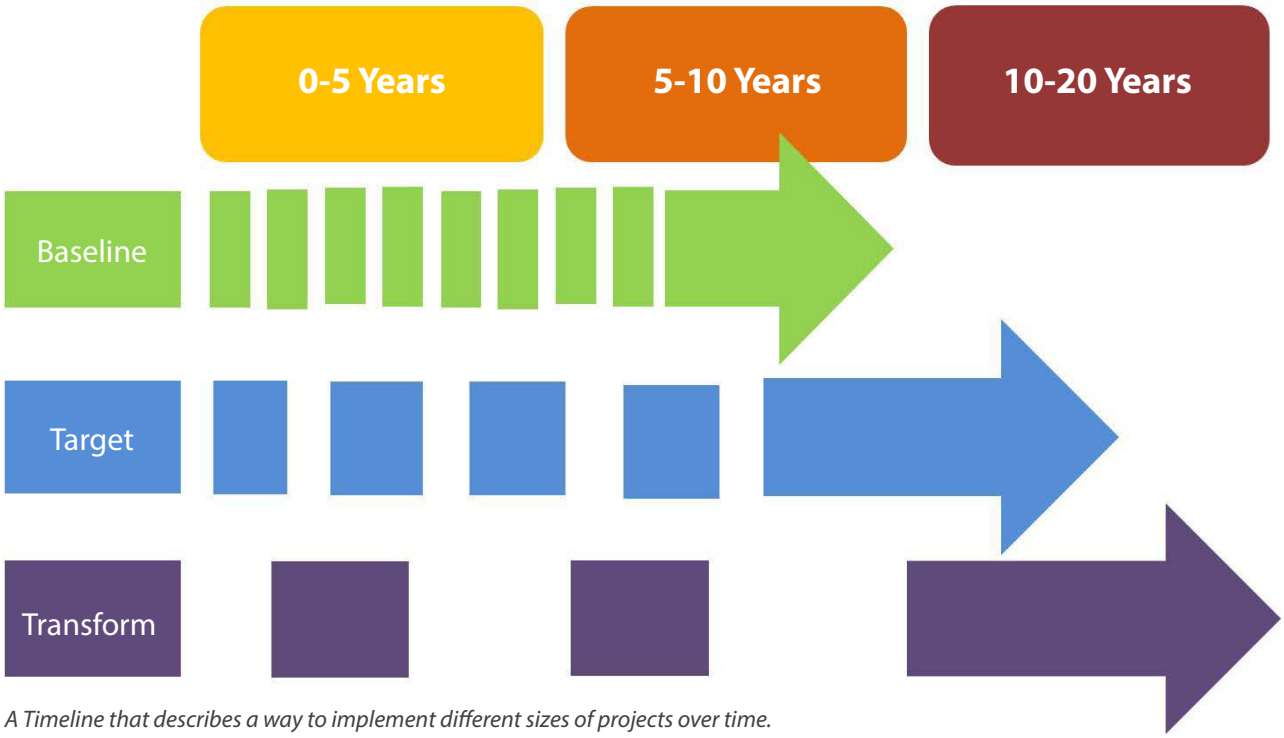
Either the city or the private party can have the obligation to build the project, but if the tenant does, it factors into what the rent and the minimum lease term will be. If the city funds construction rent revenues will be higher and lease terms lower.



An Implementation Format for different types of projects and their potential funding sources.

Prioritization criteria

Once the city has projected available funding for waterfront improvements over the next 5, 10, 15, and 20 year periods, the proposed waterfront improvement projects must be prioritized. The prioritization and funding of projects are ultimately determined by the city leadership, Mayor and City Council, with community input. A citizens waterfront advisory group could be formed to help keep the community engaged in the implementation phase of this plan. The following chart outlines preliminary prioritization criteria for consideration:



A Timeline that describes a way to implement different sizes of projects over time.

Preliminary Prioritization Criteria:

- The project advances 2 or more of the following waterfront dimensions:
  - Stewardship of the Waterfront Environment: A sustainable relationship between the natural and built environments
  - Enhancing the Experience of the Water: Expanding St. Petersburg as a waterfront destination for boaters and non-boaters
  - An Active Waterfront Parks System: Diversifying the activities of the waterfront to meet a growing community
  - Economically Vibrant Downtown Places along the Water: Leveraging the economic potential of in-water and upland areas along the waters edge
  - A Connected, Accessible Downtown + Waterfront: Continuous linkages, service oriented parking + transit, increased public access
- The project is listed in the city's current 5-year Capital Improvements Program (CIP)
- The project ranks as "top priority" or "continued emphasis" needs listed in the Public Opinion Survey and Needs Assessment
- Funding is available to implement the project
- A private partnership is available to implement the project
- The project will stabilize an existing asset and prevent further deterioration
- The project will increase user safety
- The project will generate direct revenues

Public	Private	Institutions
Local CIP Annual Budget CRA Annual Budgets Bonding Grants **Pinellas County** **State of Florida** **Federal**	**Philanthropy** Foundation and Affinity Organizations **Partnered Development** **Private Development**	**Shared Mission** **Brand Collaboration** **Partnered Development**

Construction delivery methods

Typical construction delivery methods for public capital improvement projects include Design-Bid-Build, Design-Build, and Construction Manager (CM)-at-Risk. While there are advantages and disadvantages of each method, it is strongly recommended that the city hire

a CM-at-risk to manager the phased implementation of the waterfront capital improvements program.

Operations and Maintenance Funding

It is critical to fund the operations and maintenance of the waterfront in order to 1) protect the capital investments, and 2) continue to generate economic, environmental and social benefits for the city.

O& M funding is estimated to cost approximately 3-5% of capital costs annually. For example the costs of operating and maintaining the proposed baseline/ targeted improvements will be approximately $2.25-$6.25 million annually once all the projects are constructed. Many of the pay-as-you-go funding sources for capital improvements (listed above) can be used for O& M funding as well.

A Waterfront Operations and Maintenance Plan (OMP) should be developed to guide the operations and management of the city's waterfront. Elements of the OMP should include:

- Purpose/Mission (including roles within the overall city parks system)
- High performance goals
- Long range vision
- Capital improvements estimate/phasing Plan
- Staffing plan
- Security plan
- Social equity plan
- Programming plan, including special events criteria and approval process
- Maintenance plan (including standards, repair and replacement schedule)
- Annual O & M budget
- Revenue plan (including goals and subsidies)
- Governance plan (including decision-making authority of city departments, other public agencies, and private agencies)
- Risk management plan
- Marketing plan
- Volunteer plan
- Concession and lease agreements
- Other P3 Agreements

An Annual Performance Evaluation should be conducted each year, culminating with an update to the OMP to reflect necessary changes to the OMP.

Moving Forward

The St. Petersburg Downtown Waterfront Master Planning process has been focused on facilitating a community conversation about the future of St. Petersburg's world-class waterfront. This plan was created with the input of thousands of interested citizens, and is dedicated to bring their shared vision to life. The products of this plan will lead to a future with greater opportunity for people of all walks of life to enjoy their waterfront and for the waterfront to contribute to the vitality of their community. The Baseline Needs, Targeted Enhancements, and Transformational Change provide an approach to prioritize public projects. As the plan is implemented, new challenges may arise whose potential solutions can be examined through the approach described by this plan.

This plan calls for changes to the public, institutional, and private land along the waterfront. Property ownership involves many players to bring together some of the concepts in this plan. As individual properties are redeveloped or public facilities are updated, the opportunity to address baseline needs should be explored. This could be as simple as restriping bike lanes when an underground utility is opened for maintenance or it could be a long-term strategy to systematically address a need identified in this plan across the waterfront.

The challenges at the waterfront are significant, but there are many areas where people, institutions and the city have already come together to create great places at the Downtown Waterfront. Past successes indicate the importance of the public, private and institutional sectors working together towards a common vision. This planning process has created a framework that will allow the city to take a facilitating role to implement the shared vision for the waterfront. Private developers should be sensitive to the role they play in creating a successful waterfront because they realize that development compatible with this plan will bring greater economic success to themselves and the city as a whole.

To achieve the vision outlined within this document, city, institutional, and private sector leaders need to support this framework plan to achieve success. St. Petersburg is fortunate to have such a magnificent natural resource with its shoreline along Tampa Bay. And the success of the city has undoubtedly been influenced by the wise decisions made in the past by the city's founders. Today, the legacy of insightful leadership from the public and private sectors continue to nurture the Downtown Waterfront into the future. It will be a public resource that serves the people of the City of St. Petersburg and visitors from around the world for generations to come.

Acknowledgments

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The Honorable Rick Kriseman, Mayor
Dr. Kanika Tomalin, Deputy Mayor
Kevin King, Chief of Staff
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Tony Collins
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Meeting Attendees

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Bill Stokes
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Howard Johnston
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Jackie Dixon
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Jerry Lance
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Jim Clees
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Jim Nixon
Jim Schottman
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Joe Pugliano
Joe Trubacz
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John Bagg
John Bowman
John Darby
John Ogden
John Sinibaldi
John Voissen
Jopie Helsen
Joseph Pratt
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Karin Braunsberger
Kathi F. Ward
Kathleen Ford
Katrina Kaufield
Keith McCarron
Keith Rupp
Kelly Bray
Kelly McFrederick
Kent Lydecker
Kim Connell
Kip Thornton
Lala Yi
Larry Fernald
Laura Engleby
Lauren Reilly
Laurie Davison
Lawren Louli
Lee Aaron
Lenore Sinibaldi
Linda Rothwell
Linwood Gilbert
Lisa Skiver
Lisa Wannemacher
Liz Heinkel
Logan DeVicente
Lola Seifert
Lori Famiglietti
Lori Rice
LouAnn Ray
Lucille Ruga
Lucinda Johnston
Luke Balchunas
Lynn Cravey
Mackenzie Avallone
Marilyn Olsen
Mark Ellis
Mark Feldman
Mark Ferrulo
Mark Guthrie
Mark Johnson
Marta Pryborowski
Mary Khosh
Matthew Yarbrough
May Deskin
Melissa Newton
Michael Bindman
Michael Morrisey
Mike Chen
Mike Milvain
Monica Abbott
Monica Kile
Musa-jaman
Nancy Bataille
Natalie Oliver
Newt Newton
Nicholas Napoli
Nicholas Wise
Nick Nicks
Nick Rogone
Norm Naughton
Officer D.C. Kelly
Oretha Pope
P. Henry
PAB Baker
Pat Remus
Patricia Murph
Patti Yarranton
Patty Bean
Paul Bailey
Paul Boudreaux
Paul Carder
Paul Craig
Paul Geisz
Paul Ries
Paula Clair Smith
Paula Hammede
Paula Zitzelberger
Pete Olivares
Peter Crockett
Phil Graham
Priscilla Goodwin-Ferra
R. Swanson
Randy Johnson
Ranzo Tylor
Rebecca Falkenberry
Rebecca Knight
Rebecca Malloy
Richard Dill
Richard Doyle
Richard Flamm
Richard Lawrence
Richard Orman
Rick MacAulay
Rita Brands
Rob HolDaway
Rob Ruzicka
Robby Thompson
Robert Garcia
Robert Sivith
Robin O'Dell
Robin Stirling
Robin Young
Rolando Maya
Rui Farias
Ryan Givens
Sam Falco
Sandra Holsor
Sandy Helsen
Sarah Craig
Sarah Smith
Sharon Janis
Sharon Joy Kleitsch
Sharon Withers
Shaun Drinkard
Shawn Macking
Sheila Monahan
Shep Massar
Shepherd Grimes
Sherry Suttrich
Sonia Kim
Sophia Battle
Stephanie Henningsen
Stephanie Ruiz
Stephen Cundiff
Steve Carne
Steve Chumbris
Steve Rauenul
Steven Meyers
Summer Finck
Susan Jezek
Susan McGrath
Susan P. Golden
Susan Robertson
Susan Wade
Tami Simms
Tara Morgan
Tee Grizzard
Teral Hilliard
Terese Hilliard
Terry Rimer
Todd Acremann
Todd Mecklenburg
Tom Block
Tom Lally
Tom Wallace
Tom Whiteman
Tomas Cavaller
Tommy Garvin
Travis Norton
Trudy Newland
V. Gakham
Valerie Hyman
Valerie Leggett
Van Ivey
Vicki Cooper-Naughton
Victoria Paradise
Walt Jaap
Warren Siri
Warren Triol
Will Michaels
Willi Rudowsky
Yann Weymouth
Zach Seijas

Stakeholder Meeting Attendees

Al Bartolotta, Pinellas County MPO
Lee Allen, St. Petersburg Museum of History
Allen Loyd, First Night
Andrew Hayes, Hayes|Cumming Architects
Anne Dowling-Hess, Allendale
Anne McMullen, Doyle Wealth Management
Bill Kent, George F. Young
Bill Stover, Museum of Fine Arts
Bob Berry, Marinetek
Brett Andress, Ale and the Witch
Brian Sweeney, Harborage Marina
Bud Karins, Concerned Citizens of St. Petersburg
Carol Mickett, Mickett/ Stackhouse Studios
Cassandra Borchers, PSTA
Cathy Harrelson, Sustainability Council
Charlie Osterholt, Downtown Waterfront Parks Foundation
Christy Herrmann, Sweet Divas
Cody LeClair, Echelon
Constance Price, Sustainability Council
Dan Harvey Jr., EDGE
David Bruzek, Duke Energy
David Metz, City of St. Petersburg
Deborah Kelley, Artist /St. Petersburg Arts Alliance
Don Howe, Downtown Waterfront Parks Foundation
Dr. Yvonne Scruggs-Leftwich, Center for Community & Economic Justice
Ed Baird, Captain, America's Cup Champion
Ed Montanari, Ariport Advisory Committee / Community Planning and Preservation Commission
Elaine Mann, Ndmand Media Solutions
Elise Schreiner, Historic Old Northeast Neighborhood Association
Elizabeth Markie, weimagine.com
Emily Elwyn, St. Petersburg Preservation
Eric Carlson, Downtown Looper
Erik Smith, Valpak
Fred Whaley, Concerned Citizens of St. Petersburg
Gail Eggeman, Saturday Morning Market
Gary Grooms, Downtown Neighborhood Association
Gene Smith, Concerned Citizens of St. Petersburg
Gwen Reese, African American Heritage Association of St. Petersburg / Community Planning and Preservation Commission
Helen Levine, USFSP
Helen Rhymes, Neighborhood Affairs
Jack Tunstill, Airport Advisory Committee
Jackie Dixon, USF College of Marine Science
Jane Ferguson, Mainsail Art Festival
Jay Marshall, Commission on Aging
Jay Miller, J2 Developers
Jeff Danner, Greenlight Pinellas

Jen French, Committee to Advocate Persons with Impairments (CAPI)
Jim Clees, Harvard Jolly Architecture
Jim Neader, City Sports Consultant
Hinareva Bertholon, St. Petersburg International Folk Fair Society
Joe Kubicki, Past City Transportation and Parking Director
Joe Zeoli, City of St. Petersburg Downtown Enterprise Facilities
John Bagg, Kids & Kubs
John Sinibaldi, St. Petersburg Bicycle Club
Jopie Helsen, Sailor's Warf
Joseph C. Pratt, St. Petersburg Police
Karl Johanssen, Hampton Inn
Kathryn Howd, Public Art Commission
Kent Lydecker, Museum of Fine Arts
Kevin Savoree, Firestone Grand Prix of St. Petersburg
Kim Green, Firestone Grand Prix of St. Petersburg
Kim Hinder, City of St. Petersburg
Kimberly Leggett, Federation of Inner City Organizations
Kristina Alspaw, St. Petersburg Area Chamber of Commerce
Larry Langebrake, SRI
Lindsay Cross, Tampa Bay Estuary Program
Linwood Gilbert, Appraiser
Lisa Charest, St. Pete Bicycle and Fitness
Lisa Wells, Mainsail Art Festival
Logan DeVincente, Historic Old Northeast Neighborhood Association /Wells Fargo Advisors
Lorraine Margeson, Environmentalist
Lotta Baumann, St. Petersburg International Folk Fair Society
M. Padilla, Sustainability Council/Awake Pinellas
Marilyn Olsen, Downtown Neighborhood Association
Mark Johnson, Saturday Morning Market
Matt Shapiro, Downtown Business Association
Matthew Nance, FDOT
Mike Stevens, BAMA Seafood
Natalie Oliver, City Beautiful Commission /St. Petersburg Garden Club
Nick Nicks, St. Petersburg Skatepark Alliance
Officer Robert Taylor, St. Petersburg Police
Patty Smith, Sustainability Council
Paul Kurtz, Pinellas County MPO Bicycle Pedestrian Advisory Committee
Paul W. Bailey, Savory Spice Shop
Peter Betzer, St. Petersburg Downtown Partnership
Peter Veytia, Red Mesa Restaurant
Ray Clark, FDOT
Rhonda Sanborn, Visit St. Pete/Clearwater
Richard Lesniak, City of St. Petersburg Airport Manager
Rick Craft, City of St. Petersburg Parks & Recreation
Robert Kapusta, St. Petersburg DowntownPartnership
Robert Sanderson, Bella Brava
Robert Stackhouse, Mickett/ Stackhouse Studios
Robin Reed, Historic Old Northeast Neighborhood Association
Rui Farias, St. Petersburg Museum of History
S. Nunez, Staybridge Suites
Sharon Ewe, Sustainability Council
Shawn Macking, St. Petersburg Yacht Club & Sailing Center
Sherry Powell, The Florida Orchestra
Sophia Wisniewska, USFSP
Steve Grianfilippo, Station House /Pier Hotel
Steven Kurcan, Echelon
Steven Meyers, USF College of Marine Science
Susan Daniels, St. Anthony's Hospital
Tami Simms, Downtown Waterfront Park Foundation/ Downtown Business Association
Terri Griner, Albert Whitted Airport Preservation Society
Terry Barber, City of St. Petersburg Fire & Rescue
Thaddeus Root, Artist, Art in Transit
Todd Anderson, Sheltair Aviation
Tom Block, American Stage
Walt Miller, City of St. Petersburg, Marina & Port Manager
Will Michaels, Council of Neighborhood Associations /Community Planning and Preservation Commission
William C. Ballard, Concerned Citizens of St. Petersburg

Consultant Team

Michael Brown, AECOM
Vaughan Davies, AECOM
Jason Bird, AECOM
Nick Kuhn, AECOM
Mac Nichols, AECOM
Ben Lytle, AECOM
Pete Sechler, GAI Consultants, Inc.
David Barth, David L. Barth, LLC
Michael Herrman, Moffat and Nichol Engineers
Phil Trezza, Harvard Jolly Architecture
Ward Frislowski, Harvard Jolly Architecture
Ron Vine, ETC Institute

ST. PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

SUBJECT: **City File LGCP-2015-01:** City-initiated Comprehensive Plan text amendments.

A detailed analysis of the request is provided in Staff Report LGCP-2015-01, attached.

REQUEST: (A) ORDINANCE _____-H amending Section 1.7, Definitions and Chapter 3, Future Land Use Element.

(B) RESOLUTION _____ transmitting the proposed Comprehensive Plan text amendment for expedited state, regional and county review, in accordance with Chapter 163, Florida Statutes.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: No phone calls, visitors or correspondence have been received, to date.

Community Planning & Preservation Commission (CPPC): On April 14, 2015 the CPPC held a public hearing regarding these proposed text amendments to the Comprehensive Plan. The CPPC recommended APPROVAL by a unanimous vote of 7 to 0.

Recommended City Council Action: 1) CONDUCT the first reading and public hearing for the attached proposed ordinance; 2) APPROVE the attached transmittal resolution; AND 3) SET the second reading and adoption public hearing for June 11, 2015.

Attachments: Ordinance, Resolution, Staff Report

ORDINANCE NO. ___-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING SECTION 1.7, DEFINITIONS; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements of Chapter 163, Florida Statutes, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated amendments to several Comprehensive Plan objectives and policies; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed these proposed amendments to the Comprehensive Plan at a public hearing held on April 14, 2015 and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, as well as the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the City of St. Petersburg Comprehensive Plan are appropriate;

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. The definition of Floor Area Ratio (FAR) in Section 1.7, Definitions, is hereby amended to read as follows:

A measure of the intensity of a development. The ratio of gross floor area to the net land area of the lot.

Section 2. The definition of Gross Floor Area in Section 1.7, Definitions, is hereby amended to read as follows:

Gross floor area of a structure shall be the total area of all floors, including stairwells, elevator shafts, etc., measured from the outside face of enclosing walls or supports. The Land Development Regulations may ~~exclude~~ exempt parking areas~~.~~ and other qualified exemptions for land use types, building design, site layout and orientation features provided within a zoning district's design guidelines from the calculation of gross floor area.

Section 3. Policy LU3.1.B.3 in Chapter 3, the Future Land Use Element, is hereby amended to read as follows:

Central Business District (CBD) - Allowing a mixture of higher intensity retail, office, industrial, service and residential uses up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations (LDRs). In accordance with the LDRs, ~~I~~increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve CBD design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 4.0 FAR. Application of this category is limited to the Intown Sector. This category shall not be applied without development of, and CPA approval of, a special area plan.

Section 4. Policy LU17.B.3 in Chapter 3, the Future Land Use Element, is hereby amended to read as follows:

Floor Area Ratio (F.A.R.) for buildings within the downtown waterfront area (DC-3 zoning district) shall not exceed 4.0~~.~~, in accordance with the ~~L~~land development regulations that have been adopted to implement this policy~~.~~, including provisions for a base FAR as well as FAR bonuses and exemptions. Exemptions to FAR shall not be counted when calculating a development's FAR.

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

Section 6. Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

Section 7. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance.

REVIEWED AND APPROVED AS TO
FORM AND CONTENT:

City Attorney (or Designee)	4/10/15 Date
Planning & Economic Development Dept.	4-9-15 Date

RESOLUTION NO. 2015-___

A RESOLUTION TRANSMITTING PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENTS FOR STATE, REGIONAL AND COUNTY REVIEW AS REQUIRED BY THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act requires that all text amendments to the Comprehensive Plan be forwarded for state, regional and county review and comment in compliance with statutory requirements; and

WHEREAS, the St. Petersburg Community Planning & Preservation Commission, acting as the Local Planning Agency, has reviewed and acted on a series of Comprehensive Plan text amendments as required by Section 163.3174, F.S.

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

That the Comprehensive Plan text amendments acted on by the City of St. Petersburg Community Planning & Preservation Commission on April 14, 2015 attached to this resolution, be transmitted for state, regional and county review pursuant to Section 163.3184(3), Florida Statutes (Expedited State Review Process).

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT: City File LGCP-2015-01

4-9-15

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT DATE

4/10/15

CITY ATTORNEY (designee) DATE

Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on April 14, 2015
at **3:00 p.m.,** in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File #LGCP-2015-01*(Revised 4-9-15)*
Agenda Item IV.E.

Request: City Administration requests that the Comprehensive Plan be amended as follows:

1. It is proposed that Section 1.7, Definitions be amended for *Floor Area Ratio (FAR)* and *Gross Floor Area.*
2. It is proposed that Chapter 3, Future Land Use Element be amended pertaining to floor area calculations and limits within the Central Business District Plan category and the DC-3 (Downtown Center-3) zoning district.

Staff Analysis: The following analysis addresses the above-described Comprehensive Plan amendments in greater detail.

1. Section 1.7, Definitions

It is proposed that Section 1.7, Definitions be amended as follows:

> *Floor Area Ratio (FAR)* - A measure of the intensity of a development. The ratio of gross floor area to the net land area of the lot.
>
> *Gross Floor Area* - Gross floor area of a structure shall be the total area of all floors, including stairwells, elevator shafts, etc., measured from the outside face of enclosing walls or supports. The Land Development Regulations may ~~exclude~~ exempt parking areas~~.~~ and other qualified exemptions for land use types, building design, site layout and orientation features provided within a zoning district's design guidelines from the calculation of gross floor area.

2. Chapter 3, Future Land Use Element

It is proposed that Chapter 3, Future Land Use Element, be amended as follows:

a) It is proposed that Policy LU3.1.B.3 be amended as follows:

Central Business District (CBD) - Allowing a mixture of higher intensity retail, office, industrial, service and residential uses up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations (LDRs). In accordance with the LDRs, ~~I~~increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve CBD design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 4.0 FAR. Application of this category is limited to the Intown Sector. This category shall not be applied without development of, and CPA approval of, a special area plan.

Explanation: The proposed modifications clarify the fact that the LDRs permit floor area bonuses and exemptions that may go beyond the floor area ratio stated in the Comprehensive Plan, moreover, the proposed modifications codify the City's past practice.

b) It is proposed that Policy LU17.B.3 be amended as follows:

Floor Area Ratio (F.A.R.) for buildings within the downtown waterfront area (DC-3 zoning district) shall not exceed 4.0~~.~~, in accordance with the ~~L~~land development regulations that have been adopted to implement this policy~~.~~, including provisions for a base FAR as well as FAR bonuses and exemptions. Exemptions to FAR shall not be counted when calculating a development's FAR.

Explanation: The proposed modifications clarify the fact that the LDRs permit floor area bonuses and exemptions that may go beyond the floor area ratio stated in the Comprehensive Plan, moreover, the proposed modifications codify the City's past practice.

Consistency with the Comprehensive Plan

The proposed changes presented in this staff report are consistent with the following objective and policy:

Objective LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU21.1 The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to

identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

Recommended Action:

City Administration requests that the Community Planning & Preservation Commission APPROVE the Comprehensive Plan amendments presented in this staff report, and recommend that the City Council approve and adopt the amendments.

ST. PETERSBURG CITY COUNCIL
Meeting of May 7, 2015

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

SUBJECT: A resolution rescinding City Council Resolution No. 2015-52; recommending that Project B4122350042 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 115% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $5,000 as the City's share of the local financial support for the Project beginning in State FY 2017, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: On February 5, 2015, City Council approved Resolution No. 2015-52 approving Project B4122350042 ("Project"), a confidential project, pursuant to 288.075 Florida Statutes, for the State of Florida Qualified Target Industry Tax Refund Program ("Program") and committing $3,000 as the City's share of local financial support for the Project.

After City Council's approval, Enterprise Florida and the Department of Economic Opportunity determined that the Project was in a "high impact sector" and therefore qualified for an additional $2,000 per job, and the City of St. Petersburg and Pinellas County have been asked to provide the required match for the higher tax refund.

The original tax refund requested by the Project was based on a Program award of $3,000 per job created at 115% of the average State of Florida wage of $48,813 for the 10 new jobs, totaling $30,000. The Program requires a local match of 20% of the total award, or $6,000. The City and Pinellas County previously approved a local match of $3,000 each.

The revised tax refund requested is $5,000 per job for the 10 new jobs, and the new local match from the City of St. Petersburg and Pinellas County will be $5,000, an increase of $2,000. Pinellas County is scheduled to pass a resolution for the modified amount of local match ($5,000) on April 21, 2015.

In order to accommodate the State's request, Administration is recommending that City Council rescind Resolution No. 2015-52 and adopt the attached resolution with the revised figures.

To recap, this headquarters Project will create 10 new jobs with annual remuneration at or above 115% of the average wage of the State of Florida ($48,813) and an annual benefit package of $5,512. These earnings will result in an economic impact of $656,543 and 16 new direct and indirect jobs. The Project also will make an investment of $20,000 in equipment. The economic impact of this capital investment is $4,000. The economic impacts were calculated using the U.S. Bureau of Economic Analysis I-RIMS Model for Pinellas County.

The QTI tax refund amount is ***reimbursed*** to the business by the State of Florida, only after the company has documented the required job creation and state tax payments made. If the Project does not generate sufficient tax revenue or falls short of its employment creation requirements, the refund will be reduced and the City's share will also be reduced on a pro rata basis.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution rescinding City Council Resolution No. 2015-52; recommending that Project B4122350042 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 115% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $5,000 as the City's share of the local financial support for the Project beginning in State FY 2017, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this item will be required beginning in State FY 2017. Funding will be provided subject to annual appropriation and conditioned on the Project meeting statutory requirements.

ATTACHMENTS: Resolution

APPROVALS:

Administration: Alan DeGuille DG

Legal: RAS

Budget: Devris L. Fuller 4-7-15

Legal: 00229103.doc V. 2

Resolution No. 2015 - _____

A RESOLUTION RESCINDING CITY COUNCIL RESOLUTION NO. 2015-52; RECOMMENDING THAT PROJECT B4122350042 ("PROJECT"), A CONFIDENTIAL PROJECT, PURSUANT TO SECTION 288.075, FLORIDA STATUTES BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 115% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $5,000 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2017, SUBJECT TO APPROPRIATION AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this City Council previously adopted Resolution No. 2015-52 recommending Project B4122350042 be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.075, Florida Statutes; and

WHEREAS, after City Council's approval, Enterprise Florida and the Department of Economic Opportunity determined that the Project was in a "high impact sector" and therefore qualified for an additional $2,000 per job, and the City of St. Petersburg and Pinellas County have been asked to provide the required match for the higher tax refund; and

WHEREAS, In order to accommodate the State's request, Administration is recommending that City Council rescind Resolution No. 2015-52 and adopt the attached resolution with the revised figures; and

WHEREAS, this City Council is amenable to the proposed revisions contained herein; and

WHEREAS, Project B4122350042 ("Project"), a confidential project as defined in Section 288.075, Florida Statutes has applied to the State of Florida's Qualified Target Industry Tax Refund Program ("Program") pursuant to Section 288.106, Florida Statutes, for a tax refund of $50,000 to complete this Project; and

WHEREAS, the basis of the Project's average private sector wage commitment calculation shall be 115% of the average State of Florida wage; and

WHEREAS, the Project is in a high impact sector; and

WHEREAS, the Project will benefit the City of St. Petersburg by creating 10 new jobs that pay an average wage of at least $48,813, which is at least 115% of the average annual wage for the State of Florida, and causing an estimated capital investment of $20,000; and

WHEREAS, under the Program the local community must provide 20% of the funding for the tax refund; and

WHEREAS, Pinellas County is willing to accept financial responsibility for 50% of the local funds required; and

WHEREAS, the Administration has recommended that the Project be recommended for approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that City Council Resolution No. 2015-52 is rescinded; and

BE IT FURTHER RESOLVED THAT this Council hereby recommends that Project B4122350042 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes; and

BE IT FURTHER RESOLVED, that this City Council has determined the basis of the Project's average private sector wage commitment calculation shall be 115% of the average State of Florida wage; and

BE IT FURTHER RESOLVED, that this City Council finds that the commitments of local financial support necessary for the Project exist and commits $5,000 as the City share of the Local Financial Support for the Project beginning in State FY 2017 subject to annual appropriations, and conditioned on the Project meeting all statutory requirements; and

BE IT FURTHER RESOLVED, that the obligations of the City as to any funding required pursuant to this Resolution, shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated; and

BE IT FURTHER RESOLVED, that notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Resolution; 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 become effective immediately upon its adoption.

Approvals:

Legal: _____ Administration: _____

Budget: _____

Legal: 00229100.doc V. 2

ST. PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute an Economic Development Grant Funding Agreement ("Agreement") with iQor Holdings, Inc. ("iQor") that commits the City to provide $115,385, payable in conjunction with the terms and conditions of the Agreement, as the City's share of the local financial support to provide the required match for the Governor's Quick Action Closing Fund And Qualified Target Industry Program ; reducing the City's previous commitment for the required match for the Qualified Target Industry Tax Refund Program under City Council Resolution No. 2014-240 to $25,000; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: On June 4, 2014, City Council approved Project B4030352160, a confidential project pursuant to Section 288.075 Florida Statutes. This Project has now been identified as the relocation of iQor Holdings Inc. ("iQor") corporate headquarters from New York City to St. Petersburg. The project was announced on December 9, 2014, and the company has relocated to One Progress Plaza. iQor completed the acquisition of St. Petersburg based Jabil Aftermarket Services, which created one of the largest companies in its sector, with more than 32,000 employees in 17 countries. iQor is a world leader in customer contact solutions and product support services using data science and real time analytics intelligence to promote and protect their clients' brands and enhance revenue.

Resolution 2014-240, unanimously approved on June 4, 2014, approved local financial support from the City in the amount of $182,500 to be combined with the incentive package that iQor was awarded from the Florida Department of Economic Opportunity (DEO), subject to City Council's subsequent approval of the funding agreement to provide this local support.

Governor's Quick Action Closing Fund ("QACF")

The City's Economic Development Grant Funding Agreement ("Agreement") attached as Exhibit 1 sets forth the requirements under The Governor's Quick Action Closing Fund ("QACF"). The QACF incentive is a highly competitive incentive targeted toward businesses that demonstrate additional funding is needed to close a competitive cost gap relative to other states. The State of Florida Department of Economic Opportunity Quick Action Closing Fund Agreement ("State Agreement") is attached as Exhibit 2.

The State's Department of Economic Opportunity approved changes to the job creation and retention requirements of this project, after City Council's original approval, which will result in a reduction of the local financial support requested from the City. Local governments are required to provide a local match to the QACF incentive. The City of St. Petersburg and Pinellas County match is now $115,385 each (14.5% each) (a reduction of $34,615) for the new amount of the State of Florida QACF award of $795,000, a decrease from the original State award of $1 million. The change is based on the creation of 50 jobs at the new headquarters at 200% of the average wage of the State of Florida ($104,000) instead of 65 jobs. There will be 60 jobs retained at the new headquarters at an average wage of $65,856, with the remainder of 142 jobs retained at a repair facility in St. Petersburg.

The attached Agreement provides that iQor must create at least 50 net new-to-Florida full-time-equivalent jobs in the City, paying on average the defined New Job Wage of $104,000 and maintain these jobs from July 1, 2015 until at least December 31, 2018; retain at least 60 full-time-equivalent jobs paying on average $65,856; and retain an additional 1,817 full-time-equivalent jobs paying an average annualized wage of $39,207 from and after July 1, 2015 until at least December 31, 2018; and make a private capital investment (excluding the acquisition or leasing of real property but including tenant improvement payments made by or on behalf of iQor) of at least $1,300,000.

If iQor does not meet the requirements set forth in the Agreement, payments will be reduced. A chart showing the Agreement's sanctions procedure is attached to this Memo as Attachment A.

Qualified Target Industry Tax Refund Program ("QTI")
Resolution 2014-240 also approved iQor for the Qualified Target Industry Tax Refund Program (QTI), an incentive program, administered through the State that provides tax refunds for each new job created by new or expanding businesses in target industries. iQor would have been eligible for a total tax refund of $10,000 per job created; however, in view of the request for the QACF, the QTI request was reduced to $5,000 per job. The required match for the 50 new jobs to be created will be $25,000 reduced from $32,500 that was previously approved.

The total local financial support from the City for iQor is now $140,385, contingent on the creation of the required jobs and compliance with state law and the State, County and City agreements.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute an Economic Development Grant Funding Agreement ("Agreement") with iQor Holdings, Inc. ("iQor") that commits the City to provide $115,385, payable in conjunction with the terms and conditions of the Agreement, as the City's share of the local financial support to provide the required match for the Governor's Quick Action Closing Fund And Qualified Target Industry Program ; reducing the City's previous commitment for the required match for the Qualified Target Industry Tax Refund Program under City Council Resolution No.2014-240 to $25,000; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this item was requested required beginning in State FY 2014. Funding will be provided subject to annual appropriation and conditioned on the Project meeting statutory requirements.

APPROVALS:
Administration: _____
Legal: /S/ RBB
Budget: _____

ATTACHMENTS:
Resolution
Attachment A Sanctions for Not Meeting QACF Requirements
Exhibit 1 Economic Development Grant Funding Agreement
Exhibit 2 State of Florida Department of Economic Opportunity Quick Action Closing Fund Agreement
Legal: 00229663.doc V. 3

Resolution No. 2015- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT ("AGREEMENT") WITH IQOR HOLDINGS, INC. ("IQOR") THAT COMMITS THE CITY TO PROVIDE $115,385, PAYABLE IN CONJUNCTION WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT TO PROVIDE THE REQUIRED MATCH FOR THE GOVERNOR'S QUICK ACTION CLOSING FUND AND QUALIFIED TARGET INDUSTRY PROGRAM ; REDUCING THE CITY'S PREVIOUS COMMITMENT FOR THE REQUIRED MATCH FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM UNDER CITY COUNCIL RESOLUTION NO. 2014-240 TO $25,000; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, because of increasing competition from other states and countries for the location and retention of private enterprise, Florida municipalities are authorized, pursuant to §166.021, Florida Statutes, to expend public funds to support economic development activities, including, but not limited to, improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community, or the attraction of new businesses to the community; and

WHEREAS, iQor Holdings, Inc. ("iQor") is a company engaged in business process outsourcing and product support services that has relocated its international corporate headquarters to St. Petersburg, Florida; and

WHEREAS, the State of Florida has targeted entities such as iQor for relocation to Florida to serve as continued catalysts for evolving economic development clusters in order to expand the state's economic base; and

WHEREAS, the iQor's relocation will benefit the City of St. Petersburg by creating 50 new positions that pay at least 200% of the average annual wage for the State of Florida, and the company will retain an additional 65 jobs at the headquarters in St. Petersburg; and

WHEREAS, the State of Florida has awarded iQor $795,000 from the Governor's Quick Action Closing Fund to defray relocation expenses; and

WHEREAS, to provide this funding, the State of Florida is requesting a funding commitment of $115,385 each from the City and Pinellas County for a total match of $230,770, which will be payable in conjunction with the terms and conditions of an Economic Development Grant Funding Agreement ("Agreement") with iQor Holdings, Inc. ("iQor"); and

WHEREAS, the City's previous commitment for the required match for the Qualified Target Industry Tax Refund Program under City Council Resolution No. 2014-240 will be reduced from $32,500 to $25,000,

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 an Economic Development Grant Funding Agreement ("Agreement") with iQor Holdings, Inc. ("iQor") that commits the City to provide $115,385, payable in conjunction with the terms and conditions of the Agreement, as the City's share of the local financial support to provide the required match for the Governor's Quick Action Closing Fund and Qualified Target Industry Program; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and

BE IT FURTHER RESOLVED that the City's previous commitment for the required match for the Qualified Target Industry Tax Refund Program under City Council Resolution No. 2014-240 is reduced to $25,000; 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 become effective immediately upon its adoption.

Approvals:

Legal: /s/ RBB

Administration: _____
Dave Goodwin,
Director, Planning and Economic Development

Budget: _____
Tom Greene, Director

Legal: 00229706.doc V. 4

Attachment A

Sanctions for Not Meeting Quick Action Closing Fund Requirements

	Case	Sanction
During Job Creation Schedule or Job Maintenance Schedule	Failure to satisfy at least 75% of Project Job Requirements	Repay amount equal to 25% of the Award
	Failure to fully satisfy Project Job Requirements, but satisfies the Minimum Project Job Requirement	Repay amount determined by first multiplying 25% of the Award by a quotient, the numerator of which is the difference between the actual number of Project Jobs for such period and the denominator of which is the required number of Project Jobs for such period
	Failure to pay New Jobs at least 70% of New Job Wage	Repay an amount equal to 10% of the Award
	Failure to pay New Jobs at the New Job Wage, but satisfies the New Job Minimum Wage Requirement	Repay an amount determined by first multiplying 10% of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid in respect to the New Jobs during the relevant time period and the New Job Wage and the denominator of which is the New Job Wage
	Failure to pay Retained Jobs at least 70% of Retained Job Wage	Repay an amount equal to 7.5% of the Award
	Failure to pay Retained Project Jobs at the Retained Project Job Wage, but satisfies the Minimum Retained Project Job Wage Requirement	Repay an amount determined by first multiplying 7.5% of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid in respect to the Retained Project Jobs during the relevant time period and the Retained Project Job Wage and the denominator of which is the Retained Project Job Wage
	Failure to pay Additional Retained Jobs at least 70% of the Additional Retained Job Wage	Repay an amount equal to 7.5% of the Award
	Failure to pay Additional Retained Jobs at the Additional Retained Job Wage, but satisfies the Minimum Retained Job Wage Requirement	Repay an amount determined by first multiplying 7.5% of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid in respect to the Additional Retained Jobs during the relevant time period and the Additional Retained Job Wage and the denominator of which is the Additional Retained Job Wage
During Capital Investment Schedule	Failure to satisfy at least 50% of the capital improvements requirements	Repay an amount equal to 25% of the Award
	Failure to satisfy Capital Improvement Requirements, but satisfies at least 50%	Repay an amount determined by first multiplying 25% of the Award by a quotient, the numerator of which is the difference between the actual capital investment for the relevant period and the Capital Investment Requirements for such period and the denominator of which is the Capital Investment Requirements for such period

Notes
1. If the Award Payment is not previously paid prior to sanction, it will be forfeited.
2. If the Award Payment is otherwise due and payable in respect to such a period, then Award Payment will be

New Job Requirement: 50
New Job Wage: $104,000
Retained Project Jobs: 60
Retained Project Job Wage: $65,856
Additional Retained Jobs: 1,817
Additional Retained Job Wage: $39,207
Capital Improvement Requirement: at least $1,300,000
Award: up to $115,385
*All wages are the average annualized minimum

Exhibit 1

ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT FUNDING AGREEMENT ("Grant Agreement") is made and entered into on the ___ day of _____, 2015 ("Effective Date"), by and between the City of St. Petersburg, a municipal corporation existing by and under the laws of the State of Florida ("City" "), and iQor Holdings, Inc., a Delaware corporation ("iQor"), (sometimes individually referred to as "Party" or collectively as "Parties").

W I T N E S S E T H

WHEREAS, iQor is a global provider of business process outsourcing and product support that is headquartered in New York, New York; and

WHEREAS, iQor desires to establish a facility in St. Petersburg and the State of Florida has targeted entities such as iQor for attraction to Florida to serve as catalysts for evolving technology economic development clusters in order to expand the State's economic base; and

WHEREAS, the State of Florida, acting through its Department of Economic Opportunity's Division of Strategic Business Development ("DSBD") pursuant to State Agreement SB14-205 ("State Incentive Agreement"), Attached hereto as Exhibit "A", has committed to provide iQor with $795,000.00 from the Governor's Quick Action Closing Fund ("Closing Fund") to be used to support the creation and retention of jobs in St. Petersburg; and

WHEREAS, Pinellas County has agreed to provide iQor with an economic development grant of up to $115,385.00 as local match for the State's Closing Fund, pursuant to a grant agreement ("County Agreement") previously authorized by its Board of County Commissioners; and

WHEREAS, municipalities are authorized, through their home rule powers, including but not limited to Section 166.021 Florida Statutes, to expend public funds to support economic development activities including, but not limited to, improving local infrastructure and making grants to private enterprises for the recruitment of businesses to the community; and

WHEREAS, the City recognizes that the presence of iQor in St. Petersburg will help to attract the type of high-wage primary jobs envisioned by the City; and County; and

WHEREAS, pursuant to the authority granted in Section 125.045, Florida Statutes, the City agrees to provide iQor ("Closing Fund Awardee") with an economic development grant of up

to $115,385.00 (the "Grant Award" or "Award") as local match for the State's Closing Fund, as previously authorized by City Council Resolution No. 2014-240; and

WHEREAS, this Grant Agreement sets forth the rights and obligations of the Parties related to the aforementioned Grant Award relating to the Project, as hereinafter defined and related matters.

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

1. RECITALS. The above recitals are true and correct and are adopted as an integral part of this Grant Agreement.

2. DEFINITIONS. In addition to other capitalized terms or phrases that may be defined elsewhere in this Grant Agreement, the following capitalized terms shall have the meaning set forth as follows:

A. "New Job Wage" means an average annualized wage of at least $104,000.00, as calculated in accordance with Exhibit B of the State Incentive Agreement.

B. "Project Job" means a full-time salaried employee, or a full-time equivalent employee defined as working 35 paid hours a week, performing tasks directly related to the products or services of the Project as defined in Exhibit B of the State Incentive Agreement. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

C. "New Jobs" shall mean net new-to-Florida full-time equivalent jobs created in St. Petersburg, Florida, in connection with the Headquarters Project, as measured in accordance with the State Incentive Agreement Section 7(a) and Exhibit B, paying, on average, the New Job Wage.

3. TERM. The term of this Grant Agreement ("Term") shall commence on the Effective Date and continue in full force and effect through and up to June 30, 2020 (the "Expiration Date"), except for those obligations that survive the expiration or earlier termination of the Term, and unless the term is otherwise terminated or extended as provided herein.

4. CONDITIONS PRECEDENT TO GRANT FUNDING. The disbursement of the Grant Award and/or continued funding from the City is conditioned upon the satisfaction of the following conditions precedent:

A. iQor executes a Quick Action Closing Fund ("QACF") Agreement with the State of Florida, Department of Economic Opportunity's Department of Strategic Business Development ("DSBD") providing for $795,000.00 QACF award funding ("State Incentive Agreement"). Official written confirmation from DSBD or a copy of the signed State Incentive Agreement shall be provided to the City.

B. The Pinellas Board of County Commissioners grants final approval of the terms and conditions of all related agreements to which it is a party.

C. The City Council of the City of St. Petersburg grants final approval of the terms and conditions of all related agreements to which it is a party.

D. iQor secures such other approvals, grants, and/or affiliation agreements pursuant to Sec. 288.1088, Florida Statutes, as may be necessary or required to expand in St. Petersburg.

E. iQor is in full compliance with all terms of the State Incentive Agreement, including, if applicable, any terms of the State Incentive Agreement amended in the future by both iQor and DSBD, pursuant to the State Incentive Agreement.

F. iQor qualifies for and receives the annual incentive payment from DSBD pursuant to the State Incentive Agreement for each calendar year as set forth therein.

5. GRANT FUNDING AND AWARD CONDITIONS. Upon providing the documentation establishing satisfaction of the conditions precedent as required in Section 4 of this Grant Agreement, and such other documentation reasonably required by the City, upon receipt of a payment request from iQor, which shall be directed to the City as provided for in Section 14 of this Grant Agreement, with any such documentation as may be required herein, the City agrees to pay iQor the Grant Funds as set forth below. The Grant Funds shall be paid in accordance with Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The Grant Award is subject to the termination and sanctions as set forth in Sections 8 and 9 of this Grant Agreement. The Parties further agree that:

A. The provisions of this Grant Agreement only apply to the retention of iQor's operations in Florida (the "Retention Project") and the relocation of iQor's corporate headquarters from New York to St. Petersburg, Florida (the "Headquarters Project") (collectively referred to as the "Project").

B. The City shall make payments to iQor in accordance with this Grant Agreement not to exceed amount of $115,385.00 ("Award Payment") upon the satisfaction of the following

conditions (collectively, the "Award Conditions"), which shall be satisfied by no later than June 30, 2015 (the "Award Date"):

1. iQor shall have created at least 50 New Jobs paying the New Job Wage;

2. iQor shall have retained at least 60 Retained Project Jobs (as such term is defined in Section 5(C)(2) paying an average annualized wage of at least $65,856, as calculated in accordance with Exhibit B of the State Incentive Agreement (the "Retained Project Job Wage");

3. a private capital investment (excluding the acquisition or leasing of real property, but including tenant improvement payments made by or on behalf of iQor) of at least $1,300,000 shall have been made by or on behalf of iQor in connection with the Headquarters Project;

4. the representations and warranties of iQor contained in this Grant Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or material adverse effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or material adverse effect);

5. iQor shall have duly performed and complied with all agreements, covenants and conditions required by both this Grant Agreement and the State Incentive Agreement;

6. no lawsuit, proceeding or litigation shall have been commenced against the City, County, DSBD, the Escrow Agent or iQor, which would prevent the disbursement of the Award Payment(s) to iQor and no injunction or restraining order shall have been issued by any governmental authority, and be in effect, which restrains or prohibits the Project.

C. Notwithstanding anything in this Section 5 to the contrary, in order to avoid sanctions pursuant to Section 8 of this Grant Agreement, iQor shall satisfy the following conditions:

1. iQor shall provide evidence satisfactory to the City that iQor has created at least 50 net new-to-Florida full-time-equivalent jobs in ,St. Petersburg, Florida, in connection with the Headquarters Project, as measured in accordance with Section 8(a) and Exhibit B of the State Incentive Agreement (collectively, the "New Jobs"), paying, on average, the New Job Wage. iQor shall provide evidence satisfactory to the City that iQor has created the New Jobs paying, on average, the New Job Wage by June 30, 2015 (the

"Job Creation Schedule"). iQor shall provide evidence satisfactory to the City that it has maintained the New Jobs paying, on average, the New Job Wage from July 1, 2015 until at least December 31, 2018 (the "Job Maintenance Schedule").

2. IQor shall provide evidence satisfactory to the City, in addition to the New Jobs, that iQor has retained at least 60 full-time equivalent jobs (the "Retained Project Jobs") in connection with the Headquarters Project paying, on average, the Retained Project Job Wage and has retained an additional 1,817 full-time equivalent jobs, as measured in accordance with Exhibit B of the State Incentive Agreement (the "Additional Retained Jobs") and collectively with the Retained Project Jobs, the "Retained Jobs" and collectively with the New Jobs, the "Project Jobs") paying an average annualized wage of at least $39,207 (the "Additional Retained Job Wage") and collectively with the New Job Wage and the Retained Project Job Wage, (the "Project Wage"), from and after the Approval Date until at least the last day of the Job Maintenance Schedule.

3. IQor shall provide evidence satisfactory to the City that a private capital investment (excluding the acquisition or leasing of real property, but including tenant improvement payments made by or on behalf of iQor) of at least $1,300,000, as determined in accordance with Exhibit B of the State Incentive Agreement, has been made in St. Petersburg, Florida, by or on behalf of iQor in connection with the Headquarters Project by June 30, 2015 (the "Capital Investment Schedule").

D. In order to remain qualified for the applicable Award Payment and to avoid award reductions pursuant to this Grant Agreement, iQor shall be in full compliance with all terms of the State Incentive Agreement, including, if applicable, any terms of the State Incentive Agreement or the County Agreement, as they may be amended in the future.

6. EXTENSION OF PAYMENT AND PERFORMANCE CONDITIONS.

A. Notwithstanding anything in Section 5 or 8 of this Grant Agreement to the contrary, subject to the terms and conditions of this Section 6, the City hereby grants to iQor the one-time right, privilege and option (the "Option") to extend the Expiration Date, the Job Creation Schedule, the Job Maintenance Schedule, the Capital Investment Date, and the Award Date by twelve (12) months.

B. In the event that iQor exercises the Option, within ten (10) business days of exercising the Option, iQor shall pay to the City a sanction equal to the lesser of (A) five percent

of the Grant Award (5%) or (B) fifteen percent of the portion of the Grant Award disbursed to iQor at the time of exercising the Option.

7. iQor COVENANTS AND RESPONSIBILITIES. During the term of this Grant Agreement, iQor covenants, represents and agrees to:

A. Manage, supervise, oversee, pay all costs and expenses related to, operate, and be solely responsible for completing the Project, including, but not limited to (i) satisfying the requirements of the State Incentive Agreement relating to the Project; (ii) securing all permits and approvals required for the Project; (iii) contracting and/or subcontracting with all third parties necessary to complete the Project; (iv) operating the Project as required in this Grant Agreement and the State Incentive Agreement; and (v) providing all documentation and submittals, and satisfying all requirements of this Grant Agreement and the State Incentive Agreement.

B. Provide copies of its annual certifications with respect to iQor's employment, wages and capital investment, as set forth in Section 7(c) and 7(d) of the State Incentive Agreement, to the City within fifteen (15) calendar days of submittal to DSBD.

C. Satisfy all of the covenants and responsibilities of the State Incentive Agreement, including but not limited to the provisions of Sections 5.0, 7.0, 8.0, and 12.0 therein.

8. AWARD REDUCTIONS. The City shall determine and impose, when deemed necessary and appropriate, award reductions in accordance with the criteria set forth below:

A. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to satisfy at least seventy five percent (75%) of the Project Job Requirements set forth in Section 5(c)(1) or (2)(the "Minimum Project Job Requirement"), then iQor shall repay (or if not previously paid, forfeit) an amount equal to twenty five percent (25%) of the Award or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

B. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to fully satisfy the Project Job Requirements set forth in Section 5(c)(1) or (2), but satisfies the Minimum Project Job Requirement, then iQor shall repay (or if not previously paid, forfeit) an amount determined by first multiplying twenty five percent (25%) of the Award by a quotient, the numerator of which is the difference between the actual number of Project Jobs for the relevant period and the required number of Project Jobs for such period and the denominator of which is the required number of Project Jobs for such period, or if the Award

Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

C. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay in respect to the New Jobs at least seventy percent (70%) of the New Job Wage (the "Minimum New Job Wage Requirement"), then iQor shall repay (or if not previously paid, forfeit) an amount equal to ten percent (10%) of the Award or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

D. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay the New Job Wage in connection with the New Jobs, but satisfies the Minimum New Job Wage Requirement, then iQor shall repay (or if not previously paid, forfeit) an amount determined by first multiplying ten percent (10%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by iQor in respect to the New Jobs during the relevant time period and the New Job Wage and the denominator of which is the New Job Wage, or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

E. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay in respect to the Retained Project Jobs at least seventy percent (70%) of the Retained Project Job Wage (the "Minimum Retained Project Job Wage Requirement"), then iQor shall repay (or if not previously paid, forfeit) an amount equal to seven and one-half percent (7.5%) of the Award or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

F. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay the Retained Project Job Wage in connection with the Retained Project Jobs, but satisfies the Minimum Retained Project Job Wage Requirement, then iQor shall repay (or if not previously paid, forfeit) an amount determined by first multiplying seven and one-half percent (7.5%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by iQor in respect to the Retained Project Jobs during the relevant time period and the Retained Project Job Wage and the denominator of which is the Retained Project Job Wage, or if the Award Payment is otherwise due and payable in respect to

such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

G. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay the Additional Retained Jobs at least seventy percent (70%) of the Additional Retained Job Wage (the "Minimum Additional Retained Job Wage Requirement"), then iQor shall repay (or if not previously paid, forfeit) an amount equal to seven and one-half percent (7.5%) of the Award or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

H. If, in respect to any year during the Job Creation Schedule or the Job Maintenance Schedule, iQor fails to pay the Additional Retained Job Wage in connection with the Additional Retained Jobs, but satisfies the Minimum Additional Retained Job Wage Requirement, then iQor shall repay (or if not previously paid, forfeit) an amount determined by first multiplying seven and one-half percent (7.5%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by iQor in respect to the Additional Retained Jobs during the relevant time period and the Additional Retained Job Wage and the denominator of which is the Additional Retained Job Wage, or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

I. If, in respect to any year during the Capital Investment Schedule, iQor fails to satisfy at least fifty percent (50%) of the Capital Investment Requirements set forth in Section 5(c)(3), then iQor shall repay (or if not previously paid, forfeit) an amount equal to twenty five percent (25%) of the Award or if the Award Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

J. If, in respect to any year during the Capital Investment Schedule, iQor fails to fully satisfy the Capital Investment Requirements set forth in Section 5(c)(3), but satisfies at least fifty percent (50%) of such Capital Investment Requirements, then iQor shall repay (or if not previously paid, forfeit) an amount determined by first multiplying twenty five percent (25%) of the Award by a quotient, the numerator of which is the difference between the actual capital investment for the relevant period and the Capital Investment Requirements for such period and the denominator of which is the Capital Investment Requirements for such period, or if the Award

Payment is otherwise due and payable in respect to such period, then the Award Payment shall be reduced by such sanction and iQor shall only be required to repay any excess.

K. Notwithstanding anything in this Section 8 to the contrary, except as set forth in Section 8(L): (i) in no year shall the sanctions imposed pursuant to this Section 8 with respect to such year for iQor's failure to satisfy the Project Job Requirements or the Capital Investment Requirements exceed twenty five percent (25%) of the Grant Award and (ii) in no event shall the aggregate sanctions imposed pursuant to this Section 8 exceed the Grant Award.

L. In the event that the sanctions imposed under this Grant Agreement or the State Incentive Agreement Section 12 require iQor to repay the City all or a portion of the Grant Award, such sanctions shall be immediately due and payable and iQor shall pay to the City the applicable funds by cashier's check with ten (10) business days after the City delivers to iQor written notice of such sanctions. Notwithstanding anything in this Section 8 to the contrary, in the event that such sanctions imposed under this Section 8 require iQor to repay the City all or a portion of the Grant Award, if iQor fails to pay the sanctions under this Section 8, when due, then iQor shall reimburse the City for all costs and expenses incurred or accrued by the City (including fees and expenses of counsel) in connection with the collection under and enforcement of this Section 8.

9. TERMINATION.

A. This Grant Agreement may be terminated by the City at its sole option upon the failure of iQor to comply with any material term or condition of this Grant Agreement, or upon the failure of iQor to comply with any material term or condition of the State Incentive Agreement or the County Agreement or if iQor ceases operations in Pinellas County prior to the last day of the term of this Grant Agreement as provided in Section 3 of this Grant Agreement. iQor may terminate this Grant Agreement by providing written notice to the City with such notice providing an explanation for iQor's decision to terminate. Termination of this Grant Agreement by either party shall be effective upon written notice as set forth in Section 14 of this Grant Agreement.

B. The termination of this Grant Agreement will result in the loss of eligibility for the Grant Award payment authorized herein, if not already paid. If the Grant Award has been paid, iQor may be required to repay the Grant Award as set forth below in C, D, and E of this Section 9.

C. Any required repayment herein is due and payable to the City within thirty (30) days of written notice to iQor.

D. The City may exercise any right, power, or remedy provided in law or equity pursuant to Florida law.

E. No consent or waiver, express or implied, by the City to or of any breach or default by iQor in the performance of its obligations under this Grant Agreement shall constitute a consent to or waiver of any similar breach or default by iQor. The failure of the City to complain of any act or omission to act by iQor or to declare iQor in default, irrespective of how long such failure continues, shall not constitute a waiver by the City of its rights under this Grant Agreement.

10. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

11. INDEMNIFICATION. iQor shall pay on behalf of, defend, indemnify, pay the cost of defense, and hold harmless the City from all damages, suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the construction or operation of the Project, or on account of any act or omission, neglect or misconduct of iQor; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or by, or on account of, any claim or amounts received under the Workers' Compensation Law or of any other laws, by-laws, ordinance, order or decree.

12. DUE AUTHORITY. Each Party to this Grant Agreement represents and warrants to the other Party that (i) it has the full right and authority and has obtained all necessary approvals to enter into this Grant Agreement, (ii) each person executing this Grant Agreement on behalf of the Party is authorized to do so; and (iii) this Grant Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

13. ASSIGNMENT & ASSUMPTION. No Party to this Grant Agreement may assign or assume any rights or delegate any duties under this Grant Agreement without the prior written consent of the other Party.

14. NOTICES.

A. Unless and to the extent otherwise provided in this Grant Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either Party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date

delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

TO THE CITY:	**TO iQor:**
David Goodwin, Director	iQor Holdings Inc.
Planning and Economic Development	Attn: Margaret Cowherd
P.O. Box 2842	335 Madison Avenue, 27th Floor
St. Petersburg, FL 33731	New York, NY 10017

B. Either Party may change its authorized representative or address for receipt of notices by providing the other Party with written notice of such change. The change shall become effective ten (10) days after receipt of the written notice of change by the non-changing Party.

15. WAIVER. No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Grant Agreement.

16. GOVERNING LAW. This Grant Agreement shall be construed in accordance with the Laws of the State of Florida.

17. JURISDICTION AND VENUE. Venue for any action brought in state court shall be in Pinellas County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

18. BINDING EFFECT. This Grant Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19. NO THIRD PARTY BENEFICIARY. Persons not a Party to this Grant Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

20. HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

21. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Grant Agreement has been prepared by City and reviewed by iQor and its professional advisors. The City, iQor, and their professional advisors believe that this Grant Agreement expresses their understanding and that it should not be interpreted in favor of either iQor or the City or against the City or iQor merely because of their efforts in preparing it.

22. PUBLIC RECORDS. iQor shall allow public access to all public records made or received by iQor in conjunction with the Grant Award subject to the provisions of Chapter 119, Florida Statutes, except trade secrets, potentially patentable material, financial and proprietary information, or confidential and/or exempt information as provided in Sections 288.075 and/or 288.9520, Florida Statutes. iQor consents to the public disclosure by the City of this Grant Agreement and all terms and provisions set out herein.

23. SURVIVAL. The following Sections of this Grant Agreement shall survive the expiration or earlier termination of the Term: 5, 6, 8, 11, 16, 17 & 22.

24. ENTIRE AGREEMENT. This Grant Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

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

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

27. INDEPENDENT CAPACITY.

A. The Parties agree that iQor, its officers, agents, and employees, in performance of this Grant Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. iQor agrees to take such steps as may be necessary to ensure that

any third party iQor contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the City.

B. iQor has no authority to, and shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

28. CITY CONSENT AND ACTION.

A. For the purposes of this Grant Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Grant Agreement.

B. For the purposes of this Grant Agreement any right of the City to take any action permitted, allowed or required by this Grant Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

(The Remainder of This Page Intentionally Left Blank)

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES:

Sign:_____

Print: SHANNON TAN

Sign:_____

Print: Hilary Busby

iQor Seal HOLDINGS INC.

(Seal)

iQor HOLDINGS INC.

By:_____

Printed name: DAVID J. PESTER

Title: EVP, GENERAL COUNSEL

Attest:_____

Print: RUNA G. ROSENFIELD

Corporate Secretary

WITNESSES:

Sign:_____

Print:_____

Sign:_____

Print:_____

(Seal)

The City of St. Petersburg, Florida

By:_____

Print:_____

As its:_____

Attest:_____

Chandrahasa Srinivasa, City Clerk

Approved as to Content:

_____

City Attorney (Designee)

By:_____

Assistant City Attorney

Approved as to Form:

_____

City Attorney (Designee)

By:_____

Assistant City Attorney

Legal: 00229667.doc V. 6

EXHIBIT 2

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
QUICK ACTION CLOSING FUND AGREEMENT

THIS QUICK ACTION CLOSING FUND AGREEMENT (SB14-205) (this "Agreement") is made and entered into by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and iQor Holdings Inc., a Delaware corporation (the "Company"), and any Subsidiary Closing Fund Awardee and Affiliate Closing Fund Awardee (as such terms are hereinafter defined) (collectively with the Company, the "Closing Fund Awardee" and collectively with DSBD, the "Parties").

RECITALS

WHEREAS, based on the Application and the Quick Action Closing Fund attachment to the Application and any amendments thereto (collectively, the "Application") submitted by or on behalf of the Company (in such capacity, the "Applicant"), DSBD has determined that the Applicant's commitments regarding the Closing Fund Awardee satisfy the requirements necessary to recommend the Closing Fund Awardee to the Governor of the State of Florida for an award from the Governor's Quick Action Closing Fund (the "Closing Fund") pursuant to Section 288.1088 of the Florida Statutes, which the Governor approved as of June 5, 2014 (the "Approval Date"); and

WHEREAS, this Agreement is neither a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of the Award (as defined below) is conditioned on and subject to specific annual appropriations by the Florida Legislature of funds sufficient to pay amounts authorized in Section 288.1088 of the Florida Statutes.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed upon, the Parties, intending to be legally bound, hereby agree as follows:

1. NOTICES.

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section 1 at the following respective addresses:

If to DSBD:

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399-0001
Telephone: (850) 717-8960
Facsimile: (850) 410-4770

If to the Company:

iQor Holdings Inc.
Attention: Margaret Cowherd
335 Madison Avenue,
27th Floor
New York, New York 10017
Telephone: (646)274-3062
Facsimile: (646)375-6105

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).

2. ADMINISTRATORS.

(a) DSBD's administrator in connection with this Agreement is Karl Blischke, Chief of Compliance and Accountability.

(b) The Closing Fund Awardee's administrator in connection with this Agreement is Mason Argiropoulos.

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1.

3. TERM. This Agreement is effective as of the date on which DSBD executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2019 (such date, the "Expiration Date") or (b) the date on which this Agreement is terminated pursuant to Section 11. Notwithstanding the foregoing, the provisions of Sections 1, 3, 8, 11 through 16, 18, 20, 21, 22, and 24 shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 15 shall terminate in accordance with the requirements of Section 15.

4. CLOSING FUND AWARDEE DESCRIPTION.

(a) The Company's federal employer identification number ("FEIN") is [redacted]

(b) For purposes of this Agreement, the Subsidiaries of the Company listed in Exhibit D, as amended to include additional Subsidiaries from time to time (each, a "Subsidiary Closing Fund Awardee"), may perform the obligations of the Company set forth in Section 5(c)(1), (c)(2), (d)(1) and (d)(2) (such obligations, the "Project Job Requirements") and Section 5(c)(3) and (d)(3) (such obligations, the "Capital Investment Requirements"). The Company covenants and agrees to cause each Subsidiary

Closing Fund Awardee to comply with each of the covenants and obligations of the Closing Fund Awardee set forth in this Agreement. For purposes of this Agreement, the term "Subsidiary" means any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof.

(c) For purposes of this Agreement, the Affiliates of the Company that execute and deliver to DSBD a joinder in the form of Exhibit E (a "Joinder") may perform the Project Job Requirements and the Capital Investment Requirements (each, an "Affiliate Closing Fund Awardee"). For purposes of this Agreement, the term "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Company, where the term "control" (including the terms "controlling," "controlled by" and "under common control with") means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term "Affiliate" shall not include any Subsidiary.

5. PROJECT DESCRIPTION AND AWARD CONDITIONS.

(a) This project is limited to the retention of the Closing Fund Awardee's operations in Florida (the "Retention Project") and the relocation of the Closing Fund Awardee's corporate headquarters from New York to St. Petersburg, Florida (the "Headquarters Project" and together with the Retention Project, the "Project").

(b) DSBD shall deposit $795,000 (the "Award") into a bank account (such account, the "Escrow Account") designated by Enterprise Florida, Inc. (the "Escrow Agent") pursuant to the terms of the Escrow Agreement (as hereinafter defined) for disbursement to the Closing Fund Awardee subject to the satisfaction of the following conditions (collectively, the "Transfer Conditions"); provided, however, that the Transfer Conditions shall be satisfied by no later than June 30, 2014 (the "Transfer Date"):

1. DSBD and the Closing Fund Awardee shall have executed and delivered counterparts of this Agreement to the other Party;
2. the Escrow Agent, DSBD and the Closing Fund Awardee shall have executed and delivered to the other parties thereto counterparts of the Escrow Agreement in the form of Exhibit C hereto (the "Escrow Agreement");
3. the representations and warranties of the Closing Fund Awardee contained in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or material adverse effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or material adverse effect);
4. the Closing Fund Awardee shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and the Escrow Agreement to be performed or complied with by it prior to or on the date on which DSBD deposits the Award in the Escrow Account; and

5. no injunction, restraining order, or writ of prohibition shall have been issued by any governmental authority, and be in effect, which prohibits the deposit of the Award into the Escrow Account or that restrains or prohibits the Project, and no Termination Event (as hereinafter defined) shall have occurred, which is continuing.

(c) Subject to Section 6 and Section 12, DSBD shall instruct the Escrow Agent to disburse $795,000 (the "Award Payment") to the Company in accordance with the terms of the Escrow Agreement upon the satisfaction of the following conditions (collectively, the "Award Conditions"); provided, however, that the Award Conditions shall be satisfied by no later than June 30, 2015 (the "Award Date"):

1. the Closing Fund Awardee shall have created at least 50 New Jobs (as such term is defined in Section 5(d)(1) below) paying an average annualized wage of at least $104,000, as calculated in accordance with Exhibit B (the "New Job Wage");
2. the Closing Fund Awardee shall have retained at least 60 Retained Project Jobs (as such term is defined in Section 5(d)(2) below) paying an average annualized wage of at least $65,856, as calculated in accordance with Exhibit B (the "Retained Project Job Wage");
3. a private capital investment (excluding the acquisition or leasing of real property, but including tenant improvement payments made by or on behalf of the Closing Fund Awardee) of at least $1,300,000 shall have been made by or on behalf of the Closing Fund Awardee in St. Petersburg, Florida in connection with the Headquarters Project;
4. the representations and warranties of the Closing Fund Awardee contained in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or material adverse effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or material adverse effect);
5. the Closing Fund Awardee shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and the Escrow Agreement to be performed or complied with by it prior to or on the date on which DSBD instructs the Escrow Agent to disburse the Award Payment to the Company; and
6. no injunction, restraining order, or writ of prohibition shall have been issued by any governmental authority, and be in effect, which prohibits the disbursement of the Award Payment or that restrains or prohibits the Project, and no Termination Event (as hereinafter defined) shall have occurred, which is continuing.

(d) Notwithstanding anything in this Section 5 to the contrary, in order to avoid sanctions pursuant to Section 12, the Closing Fund Awardee shall satisfy the following conditions:

1. The Closing Fund Awardee shall provide evidence satisfactory to DSBD in its reasonable discretion that the Closing Fund Awardee has created at least 50 net new-to-Florida full-time-equivalent jobs with the Closing Fund Awardee in St. Petersburg, Florida in connection with the Headquarters Project, as measured in accordance with Section 7(a) and Exhibit B (collectively, the "New Jobs"), paying, on average, the New Job Wage. The Closing Fund Awardee shall provide evidence satisfactory to DSBD in its reasonable discretion that the Closing Fund Awardee has created the New Jobs paying, on average, the New Job Wage by June 30, 2015 (the "Job Creation Schedule"). The Closing Fund Awardee shall provide evidence satisfactory to DSBD

in its reasonable discretion that the Closing Fund Awardee has maintained the New Jobs paying, on average, the New Job Wage from July 1, 2015 until at least December 31, 2018 (the "Job Maintenance Schedule").

2. The Closing Fund Awardee shall provide evidence satisfactory to DSBD in its reasonable discretion that, in addition to the New Jobs, the Closing Fund Awardee has retained at least 60 full-time equivalent jobs (the "Retained Project Jobs") in connection with the Headquarters Project paying, on average, the Retained Project Job Wage and has retained an additional 1,817 full-time equivalent jobs, as measured in accordance with Exhibit B (the "Additional Retained Jobs" and collectively with the Retained Project Jobs, the "Retained Jobs" and collectively with the New Jobs, the "Project Jobs") paying an average annualized wage of at least $39,207 (the "Additional Retained Job Wage" and collectively with the New Job Wage and the Retained Project Job Wage, the "Project Wage"), from and after the Approval Date until at least the last day of the Job Maintenance Schedule.

3. The Closing Fund Awardee shall provide evidence satisfactory to DSBD in its reasonable discretion that a private capital investment (excluding the acquisition or leasing of real property, but including tenant improvement payments made by or on behalf of the Closing Fund Awardee) of at least $1,300,000, as determined in accordance with Exhibit B, has been made in St. Petersburg, Florida by or on behalf of the Closing Fund Awardee in connection with the Headquarters Project by June 30, 2015 (the "Capital Investment Schedule").

6. EXTENSION OF PAYMENT AND PERFORMANCE CONDITIONS.

(a) Notwithstanding anything in Section 5 or Section 12 to the contrary, subject to the terms and conditions of this Section 6, DSBD hereby grants to the Company the one-time right, privilege and option (the "Option") to extend the Expiration Date, the Job Creation Schedule, the Job Maintenance Schedule, the Capital Investment Schedule, the Transfer Date, and the Award Date by twelve (12) months.

(b) In the event that the Company exercises the Option, within ten (10) business days of exercising the Option, the Company shall pay to DSBD a sanction equal to the lesser of (A) five percent of the Award (5%) or (B) fifteen percent (15%) of the portion of the Award Payment disbursed to the Company to date.

(c) The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. The Company may exercise the Option by delivering to DSBD written notice of the Company's intention to exercise the Option (an "Exercise Notice") in accordance with Section 1. Upon DSBD's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

7. DUTIES OF THE CLOSING FUND AWARDEE.

(a) The Closing Fund Awardee shall satisfy the conditions set forth in Section 5(d). For purposes of determining whether the Closing Fund Awardee has satisfied the New Job creation requirements under this Agreement, the Company's base level employment shall be deemed to be 1,877 full-time-equivalent employees (the "Base Jobs"); provided, however, that if the Closing Fund Awardee's average number of full-time-equivalent employees in Hillsborough County, Florida and Pinellas County, Florida during the three (3) month period beginning on April 1, 2014 and ending on June 30, 2014, as calculated in accordance with Exhibit B, exceeds 300 full-time-equivalent employees (such excess, the "Excess Base Jobs"), then the Base Jobs shall be deemed to be the sum of 1,877 full-time-equivalent

employees and the Excess Base Jobs. Only those employees hired by the Closing Fund Awardee or transferred to Florida from another state or country after the Effective Date and working at the Headquarters Project location after the Effective Date shall be considered New Jobs for purposes of this Agreement.

(b) The Company shall submit its request for the Award Payment in a letter format and clearly state that it has satisfied the applicable conditions, and provide supporting documentation in form and substance satisfactory to DSBD in its reasonable discretion by no later than September 30 of the calendar year coinciding with the Award Date.

(c) The Company shall annually submit certifications with respect to the Closing Fund Awardee's employment and wages paid in connection with its satisfaction of the Project Job Requirements using a Qualified Target Industry Tax Refund ("QTI") Claim application or alternative equivalent documentation satisfactory to DSBD in its sole discretion in respect of (i) the Job Creation Schedule by no later than September 30 of the calendar year coinciding with the Job Creation Schedule, (ii) the eighteen (18) month period immediately following the Job Creation Schedule by no later than March 31 of the calendar year immediately following such period, and (iii) each subsequent twelve (12) month period beginning with the twelve (12) month period immediately following such eighteen (18) month period that coincides with the Job Maintenance Schedule by no later than March 31 of each calendar year immediately following each such period.

(d) The Company shall submit a certification and documentation with respect to the Closing Fund Awardee's capital investment in connection with its satisfaction of the Capital Investment Requirements in accordance with Exhibit B by no later than September 30 of the calendar year that coincides with the Capital Investment Schedule.

(e) Promptly (and in any event within five (5) business days after the Closing Fund Awardee has knowledge that the event has occurred), the Company shall notify DSBD in writing of (i) any developments that materially and adversely affect the ability of the Closing Fund Awardee to perform its obligations under this Agreement; (ii) the occurrence of a Termination Event (as hereinafter defined); or (iii) the occurrence of a Change of Control of the Company. For purposes of this Agreement, the term "Change of Control" means any transaction or series of related transactions pursuant to which any person or entity that is not an Affiliate or group of related persons or entities (together with such persons' or entities' Affiliates) (A) directly or indirectly acquires more than fifty percent (50%) of the issued and outstanding voting stock of or equity interests in the Company, (B) directly or indirectly acquires, leases or exchanges all or substantially all of the consolidated assets of the Company and its Subsidiaries, or (C) directly or indirectly acquires the Company by merger with and into another entity; provided, however, that, in each such case, the applicable transaction shall not be a "Change of Control" if the Company's stockholders or members of record as constituted immediately prior to such acquisition or sale hold more than fifty percent (50%) of the voting power and have the right to elect or appoint a majority of the members of the board of directors or similar governing body of the surviving or acquiring entity.

(f) The Company shall maintain personnel and financial records and reports related to the jobs, wages, and capital investment that are the subject of this Agreement and submit reports to DSBD or its designee for verification as requested by DSBD.

8. INDEMNIFICATION. Each Closing Fund Awardee and its successors and permitted assigns shall, jointly and severally, indemnify, defend, and hold harmless the State, the Florida Department of Economic Opportunity and DSBD, and their officers, agents, and employees (collectively, the "Indemnified Parties") from and against and pay on behalf of or reimburse such Indemnified Parties as and when incurred, for any and all Losses (as defined below), which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, or relating to: (a) the breach of any

representation, warranty, covenant or agreement made by the Closing Fund Awardee in this Agreement or the Applicant in the Application, or any allegation by a third party that, if true, would constitute such a breach; and (b) any arrangement made by or on behalf of the Closing Fund Awardee or any of its Subsidiaries, Affiliates or representatives with any consultant, broker, finder or agent in connection with this Agreement or the transactions contemplated hereby. As used herein, the term "Losses" means any loss, liability, action, cause of action, cost, damage or expense, in each case whether or not arising out of third-party claims, including interest, penalties, and reasonable attorneys' fees and expenses (including such reasonable attorneys' fees and expenses incurred in connection with the enforcement of DSBD's rights under this Agreement) and all amounts paid in investigation, prosecution, defense or settlement of any of the foregoing.

9. DUTIES OF DSBD. DSBD shall authorize the disbursement of the Award Payment from the Escrow Account within thirty (30) days of DSBD's verification that the Closing Fund Awardee has satisfied the applicable Award Conditions.

10. REPRESENTATIONS AND WARRANTIES OF THE CLOSING FUND AWARDEE. Each of the Company and any Affiliate Closing Fund Awardee hereby makes the following representations and warranties to DSBD, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DSBD to enter into this Agreement, and in reliance on which DSBD has entered into this Agreement, as of the Effective Date, the dates on which the Company submits each submittal required under this Agreement, the date of any Exercise Notice, and the dates on which the Company receives the Award Payment:

(a) Organization; Power and Authority. The Closing Fund Awardee is duly organized, validly existing in good standing in its state of incorporation or formation, and has all requisite power and authority to own, lease, and operate its properties and to carry on its business as currently conducted.

(b) Authorization and Binding Obligation. The Company and any Affiliate Closing Fund Awardee have all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company action on the part of the Company and any Affiliate Closing Fund Awardee. This Agreement has been duly executed and delivered by the Company and any Affiliate Closing Fund Awardee and, assuming the due authorization, execution, and delivery of this Agreement by DSBD, constitutes the legal, valid, and binding obligation of the Closing Fund Awardee, enforceable against the Closing Fund Awardee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) No Violations. The execution and delivery by the Company and any Affiliate Closing Fund Awardee of this Agreement and the performance by it of the transactions contemplated hereby do not (i) conflict with or result in a breach of any provision of the Closing Fund Awardee's certificate of incorporation, certificate of formation, bylaws, operating agreement, or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of the Closing Fund Awardee's indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. The Closing Fund Awardee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the Closing Fund Awardee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes).

(d) No Material Adverse Change. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the business, assets, operations or financial condition of the Closing Fund Awardee, taken as a whole, or the Project, in each case, since the date of the Application.

(e) Location Decision and Retained Jobs. In accordance with Section 288.1088 of the Florida Statutes, the Applicant submitted, or caused to be submitted, the Application to DSBD prior to the Closing Fund Awardee having made its decision to locate the Project in Florida and the Award induced the Closing Fund Awardee to locate the Project in Florida. Prior to the Closing Fund Awardee's decision to locate the Project in Florida, the Retained Jobs were at substantial risk of being lost.

(f) Litigation; Compliance with Laws. Neither the Closing Fund Awardee nor any of its material properties or assets is in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to the Closing Fund Awardee (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to the Closing Fund Awardee, taken as a whole), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to the Closing Fund Awardee of any governmental authority, in each case, where such violation or default would reasonably be expected to result in a material adverse effect on the business, assets, operations, or financial condition of the Closing Fund Awardee, taken as a whole, the Project, or the Closing Fund Awardee's ability to perform its obligations under this Agreement.

(g) Subsidiary Closing Fund Awardees and Affiliate Closing Fund Awardees. In the event that any Subsidiary Closing Fund Awardee or Affiliate Closing Fund Awardee is included in the Project pursuant to Section 4(b) or (c), then each such Subsidiary Closing Fund Awardee is a Subsidiary and each such Affiliate Closing Fund Awardee is an Affiliate, as the case may be.

(h) Facilities. As of the Effective Date, the Closing Fund Awardee operates six (6) facilities in the State of Florida, which are located at the following addresses: (i) 4500 North State Road 7, Fort Lauderdale, Florida; (ii) 2989 North Commerce Parkway, Miramar, Florida; (iii) 10800 Roosevelt Boulevard, St. Petersburg, Florida; (iv) 9700 18th Street North, St. Petersburg, Florida; (v) 5630 East Powhatan Avenue, Tampa, Florida; and (vi) 7710 North 30th Street, Tampa, Florida.

(i) No Material Misstatements. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by the Applicant or the Closing Fund Awardee to DSBD or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Application) or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

11. TERMINATION.

(a) DSBD may terminate this Agreement in the event that (i) the Closing Fund Awardee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect; (ii) the Closing Fund Awardee commits fraud or willful misconduct in connection with this Agreement or the transactions contemplated hereby; (iii) the Closing Fund Awardee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed

without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to the Closing Fund Awardee or to all or any material part of its property is instituted without the consent of the Closing Fund Awardee and the Closing Fund Awardee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; (iv) the Closing Fund Awardee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Closing Fund Awardee or the Closing Fund Awardee otherwise becomes insolvent; or (v) a decision by the Closing Fund Awardee either (A) not to proceed with the Project, including upon receipt by DSBD of the Closing Fund Awardee's written request to terminate its eligibility to receive the Award, or (B) to proceed with the Headquarters Project in a location other than St. Petersburg, Florida ((i) through (v) collectively, the "Termination Events"); provided, however, that if the Closing Fund Awardee does not satisfy the applicable Project Job Requirements and/or Capital Investment Requirements, then such failure shall not constitute a Termination Event; provided, that the Company provides evidence to DSBD's reasonable satisfaction that the Closing Fund Awardee intends to proceed with the Project substantially in accordance with this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that DSBD exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any Award Payment that has not been disbursed to the Company, including any Award Payment that has been authorized and not yet disbursed, shall be immediately forfeited and any sanctions payable as of the date of such termination pursuant to Section 12 or that would have otherwise been payable during the term of this Agreement pursuant to Section 12 had the Closing Fund Awardee not performed any of its obligations after the date of such termination in accordance with Section 5 (e) shall be immediately due and payable (subject to Section 12(k)).

(b) The Company may terminate this Agreement in the event that (i) DSBD breaches any of its covenants or other obligations in this Agreement in any material respect or (ii) the Closing Fund Awardee decides not to proceed with the Project at any time prior to the date on which DSBD disburses the Award to the Escrow Account. The termination of this Agreement pursuant to this Section 11(b) will result in the loss of eligibility for receipt of the Award Payment (to the extent not disbursed to the Company to date), including any Award Payment that has been authorized and not yet disbursed to the Company and any sanctions payable as of the date of such termination pursuant to Section 12 or that would have otherwise been payable during the term of this Agreement pursuant to Section 12 had the Closing Fund Awardee not performed any of its obligations after the date of such termination in accordance with Section 5(d) shall be immediately due and payable (subject to Section 12(k)).

(c) If either Party avails itself of the right to terminate this Agreement, then such Party shall deliver written notice to the other Party of such termination with reference to the particular provision of this Agreement pursuant to which such Party is terminating this Agreement.

(d) In the event that the Closing Fund Awardee fails to satisfy its obligations pursuant to Section 5(d) and DSBD terminates this Agreement pursuant to Section 11(a)(v), the Company will provide to DSBD an explanation in writing of the reasons why the Closing Fund Awardee was unable satisfy such obligations.

12. AWARD REDUCTIONS.

(a) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to satisfy at least seventy five percent (75%) of the Project Job Requirements set forth in Section 5(d)(1) or (2) (the "Minimum Project Job Requirement"), then the Company shall repay (or if not previously paid, forfeit) an amount equal to twenty five percent (25%) of

the Award plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(b) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to fully satisfy the Project Job Requirements set forth in Section 5(d)(1) or (2), but satisfies the Minimum Project Job Requirement, then the Company shall repay (or if not previously paid, forfeit) an amount determined by first multiplying twenty five percent (25%) of the Award by a quotient, the numerator of which is the difference between the actual number of Project Jobs for the relevant period and the required number of Project Jobs for such period and the denominator of which is the required number of Project Jobs for such period, plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(c) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay in respect of the New Jobs at least seventy percent (70%) of the New Job Wage (the "Minimum New Job Wage Requirement"), then the Company shall repay (or if not previously paid, forfeit) an amount equal to ten percent (10%) of the Award plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(d) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay the New Job Wage in connection with the New Jobs, but satisfies the Minimum New Job Wage Requirement, then the Company shall repay(or if not previously paid, forfeit) an amount determined by first multiplying ten percent (10%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by the Closing Fund Awardee in respect of the New Jobs during the relevant time period and the New Job Wage and the denominator of which is the New Job Wage, plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(e) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay in respect of the Retained Project Jobs at least seventy percent (70%) of the Retained Project Job Wage (the "Minimum Retained Project Job Wage Requirement"), then the Company shall repay (or if not previously paid, forfeit) an amount equal to seven and one-half percent (7.5%) of the Award plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(f) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay the Retained Project Job Wage in connection with the Retained Project Jobs, but satisfies the Minimum Retained Project Job Wage Requirement, then the Company shall repay (or if not previously paid, forfeit) an amount determined by first multiplying seven and one-half percent (7.5%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by the Closing Fund Awardee in respect of the Retained Project Jobs during the relevant time period and the Retained Project Job Wage and the denominator of which is

the Retained Project Job Wage, plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(g) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay in respect of the Additional Retained Jobs at least seventy percent (70%) of the Additional Retained Job Wage (the "Minimum Additional Retained Job Wage Requirement"), then the Company shall repay (or if not previously paid, forfeit) an amount equal to seven and one-half percent (7.5%) of the Award plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(h) If, in respect of any year during the Job Creation Schedule or the Job Maintenance Schedule, the Closing Fund Awardee fails to pay the Additional Retained Job Wage in connection with the Additional Retained Jobs, but satisfies the Minimum Additional Retained Job Wage Requirement, then the Company shall repay (or if not previously paid, forfeit) an amount determined by first multiplying seven and one-half percent (7.5%) of the Award by a quotient, the numerator of which is the difference between the actual average annualized wage paid by the Closing Fund Awardee in respect of the Additional Retained Jobs during the relevant time period and the Additional Retained Job Wage and the denominator of which is the Additional Retained Job Wage, plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(i) If, in respect of any year during the Capital Investment Schedule, the Closing Fund Awardee fails to satisfy at least fifty percent (50%) of the Capital Investment Requirements set forth in Section 5(d)(3) or (4), then the Company shall repay (or if not previously paid, forfeit) an amount equal to twenty five percent (25%) of the Award plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(j) If, in respect of any year during the Capital Investment Schedule, the Closing Fund Awardee fails to fully satisfy the Capital Investment Requirements set forth in Section 5(d)(3) or (4), but satisfies at least fifty percent (50%) of such Capital Investment Requirements, then the Company shall repay (or if not previously paid, forfeit) an amount determined by first multiplying twenty five percent (25%) of the Award by a quotient, the numerator of which is the difference between the actual capital investment for the relevant period and the Capital Investment Requirements for such period and the denominator of which is the Capital Investment Requirements for such period, plus interest, as determined in accordance with Section 12(i), on the amount of such required repayment or if the Award Payment is otherwise due and payable in respect of such period, then the Award Payment shall be reduced by such sanction and the Company shall only be required to repay any excess plus interest thereon.

(k) Notwithstanding anything in this Section 12 to the contrary, except as set forth in Section 12(n), (i) in no year shall the sanctions imposed pursuant to this Section 12 with respect to such year for the Closing Fund Awardee's failure to satisfy the Project Job Requirements or the Capital Investment Requirements exceed twenty five percent (25%) of the Award, plus interest, if any, as determined pursuant to Section 12(h) and (ii) in no event shall the aggregate sanctions imposed pursuant to this Section 12 exceed the Award plus interest, if any, as determined pursuant to Section 12(h).

(l) The interest rate on any portion of the Award that is required to be repaid by the Closing Fund Awardee pursuant to this Section 12 shall be a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date and shall be calculated on the basis of the actual days elapsed between (i) the later of: (x) the date on which the obligations pursuant to Section 5(d) giving rise to the sanctions pursuant to this Section 12 were required to have been satisfied, and (y) the date of payment of the Award, and (ii) the repayment date based on a 365-day year.

(m) The Parties acknowledge and agree that the remedies set forth in this Section 12 constitute liquidated damages and that in the event of a breach of Section 5(d), the actual damages suffered by DSBD would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in this Section 12. Each of the Parties further acknowledges and agrees that the liquidated damages provided in this Section 12 bears a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DSBD will suffer or incur as a result of any such breach, and is not a penalty. The Closing Fund Awardee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the agreements contained in this Section 12 are an integral part of the transactions contemplated by this Agreement and that without these agreements DSBD would not enter into this Agreement.

(n) In the event that the sanctions imposed under this Section 12 require the Company to repay to DSBD all or a portion of the Award, such sanctions shall be immediately due and payable and the Company shall pay to DSBD the applicable funds by cashier's check or wire transfer of immediately-available funds to an account designated by DSBD within ten (10) business days after DSBD delivers to the Company written notice of such sanctions. Notwithstanding anything in this Section 12 to the contrary, in the event that such sanctions imposed under this Section 12 require the Company to repay to DSBD all or a portion of the Award, if the Company fails to pay the sanctions under this Section 12 when due, then the Company shall reimburse DSBD for all costs and expenses incurred or accrued by DSBD (including reasonable fees and expenses of counsel) in connection with the collection under and enforcement of this Section 12.

13. CHOICE OF LAW; VENUE, JURISDICTION AND WAIVER OF JURY TRIAL. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

14. ATTORNEYS' FEES; EXPENSES. Except as set forth in Sections 8, 12(n), and 16, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby. All costs and expenses incurred by the Closing Fund Awardee in connection with this Agreement and the transactions contemplated hereby shall be the sole responsibility of the Closing Fund Awardee.

15. RECORD-KEEPING AND AUDIT-RELATED OBLIGATIONS.

(a) Records pertaining to this Agreement, which include, without limitation, supporting documentation for the application process, the Application, documentation pertaining to the Award, and records sufficient to demonstrate compliance with the terms of this Agreement, including personnel and financial records and reports related to the Project Job Requirements and the Capital Investment Requirements, shall be retained by the Closing Fund Awardee for the longer of (i) five (5) state fiscal years after the term of this Agreement, which includes satisfaction of all reporting requirements and receipt of all payments due under this Agreement; provided, that all applicable audits have been released, or (ii) five (5) years after the date that the last audit report is released. If any litigation, claim, negotiation, or other action involving records has been started before the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Closing Fund Awardee shall maintain these records in accordance with applicable laws, rules and regulations.

(b) The records identified in Section 15(a) shall be subject at all times to inspection, review, or audit by DSBD or its designee, or by state personnel of the Office of the Auditor General or Department of Financial Services, or by other state personnel. Copies of the reporting package required by this Agreement shall be submitted by or on behalf of the Company to DSBD and the State of Florida Auditor General. The Company and any Affiliate Closing Fund Awardee shall, and the Company shall cause any Subsidiary Closing Fund Awardee to, upon the request of DSBD, afford to DSBD and each of its respective employees, advisors, counsel, and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records, and properties of the Closing Fund Awardee that are reasonably related to this Agreement and to all managers and employees of the Closing Fund Awardee who are reasonably necessary in order to conduct such on-site audit.

16. PUBLIC RECORDS. The Closing Fund Awardee shall comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. It is expressly understood that DSBD may unilaterally terminate this Agreement for the Closing Fund Awardee's refusal to comply with the applicable provisions of Chapter 119 of the Florida Statutes. The Closing Fund Awardee shall provide notice to DSBD of each request it receives for a public record in connection with this Agreement by forwarding that request to PRRequest@deo.myflorida.com within one (1) business day after receipt or as soon as practicable, but in no event later than three (3) business days after receipt of the request. If the Closing Fund Awardee submits records to DSBD that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the Closing Fund Awardee prior to submittal to DSBD. In the event that DSBD's claim of exemption asserted in response to the Closing Fund Awardee's assertion of confidentiality is challenged in a court of law, the Closing Fund Awardee shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge.

17. LOBBYING. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, the Closing Fund Awardee shall use no portion of the Award for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, or any state agency.

18. NON-ASSIGNMENT. The Closing Fund Awardee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DSBD, which consent may be withheld in DSBD's sole and absolute discretion. DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to the Closing Fund

Awardee. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

19. FLORIDA SUBSTITUTE FORM W-9. The Company shall register its W-9 on the Florida Department of Financial Services' website (http://flvendor.myfloridacfo.com) and register as a vendor on the MyFloridaMarketPlace website (http://myfloridamarketplace.com). Notwithstanding anything in this Agreement to the contrary, DSBD shall not authorize the disbursement of the Award Payment to the Company unless and until the Company has a verified Substitute Form W-9 on file with the Florida Department of Financial Services and is registered as a vendor with the Florida Department of Management Services.

20. CONSTRUCTION; INTERPRETATION. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

21. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DSBD and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Closing Fund Awardee under this Agreement up to any amounts due and owing to DSBD with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

22. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Closing Fund Awardee and the authorized agent of DSBD. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. SINGLE AUDIT ACT. In the event that the Florida Department of Financial Services provides a written opinion or determination to DSBD that awards from the Closing Fund pursuant to Section 288.1088 of the Florida Statutes are not subject to the single-audit or project audit requirements of the Florida Single Audit Act (Section 215.97 of the Florida Statutes), then the Parties shall amend this Agreement in order to specify the non-applicability of those requirements in Exhibit A hereto.

24. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

25. COUNTERPARTS. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

CLOSING FUND AWARDEE

IQOR HOLDINGS INC.

By: _____
Name: David J. Pester
Title: EVP, General Counsel
Date: 6/30/2014

DSBD

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name: Chris Popell
Title: Chief of Staff
Date: 6/30/14

List of Exhibits:

Exhibit A: Special Audit Requirements
Exhibit B: Criteria for Measuring Performance Conditions
Exhibit C: Escrow Agreement
Exhibit D: Subsidiary Closing Fund Awardees
Exhibit E: Form of Joinder

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: 6/30/14

EXHIBIT A*

*This Exhibit is a Department of Financial Services form adopted by Rule and may not be revised.

EXHIBIT A
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity's Division of Strategic Business Development (DSBD) to the Closing Fund Awardee may be subject to audits and/or monitoring by DSBD, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DSBD staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Closing Fund Awardee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DSBD. In the event DSBD determines that a limited scope audit of the Closing Fund Awardee is appropriate, the Closing Fund Awardee agrees to comply with any additional instructions provided by DSBD staff to the Closing Fund Awardee regarding such audit. The Closing Fund Awardee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Closing Fund Awardee is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Closing Fund Awardee expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the Closing Fund Awardee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. ATTACHMENT 1 to this agreement indicates Federal resources awarded through DSBD by this agreement. In determining the Federal awards expended in its fiscal year, the Closing Fund Awardee shall consider all sources of Federal awards, including Federal resources received from DSBD. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Closing Fund Awardee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Closing Fund Awardee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Closing Fund Awardee expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Closing Fund Awardee expends less than $300,000 *($500,000 for fiscal years ending after*

December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Closing Fund Awardee's resources obtained from other than Federal entities).

4. A web site that provides links to several Federal Single Audit Act resources can be found at: *http://harvester.census.gov/sac/sainfo.html*

PART II: STATE FUNDED

This part is applicable if the Closing Fund Awardee is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Closing Fund Awardee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Closing Fund Awardee (for fiscal years ending September 30, 2004 or thereafter), the Closing Fund Awardee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. ATTACHMENT 1 to this agreement indicates state financial assistance awarded through DSBD by this agreement. In determining the state financial assistance expended in its fiscal year, the Closing Fund Awardee shall consider all sources of state financial assistance, including state financial assistance received from DSBD, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Closing Fund Awardee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Closing Fund Awardee expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Closing Fund Awardee expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Closing Fund Awardee's resources obtained from other than State entities).

4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), the Closing Fund Awardee should access the website for the Florida Department of Financial Services located at https://apps.fldfs.com/fsaa/ for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website http://www.leg.state.fl.us/ and the Florida Auditor General's website http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS: Not applicable.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Closing Fund Awardee directly to each of the following:

   A. DEO at each of the following address:

   Electronic copies (preferred): Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 130, Caldwell Building
   107 East Madison Street
   Tallahassee, Florida 32399-4126

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

   http://harvester.census.gov/fac/collect/ddeindex.html

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Closing Fund Awardee shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

   Electronic copies (preferred): Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 130, Caldwell Building
   107 East Madison Street
   Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Closing Fund Awardee directly to each of the following:

   A. DEO at each of the following address:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Florida 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. DEO at each of the following addresses: N/A

5. Any reports, management letter, or other information required to be submitted to DSBD pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. The Closing Fund Awardee, when submitting financial reporting packages to DSBD for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Closing Fund Awardee in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The Closing Fund Awardee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DSBD or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period, whichever is longer. The Closing Fund Awardee shall ensure that audit working papers are made available to DSBD, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DSBD.

Exhibit A
Attachment 1

FEDERAL RESOURCES AWARDED TO THE CLOSING FUND AWARDEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: none
COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
Federal Program: none

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: none

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **AWARDED BY DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
14-00358	QACF	2013-2014	40.008	Quick Action Closing Fund	$795,000	100259
				Total Award	$795,000	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
For each program identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The purposes for which the funds are to be used are limited to those consistent with the Closing Fund Awardee's Project commitments specified in this Agreement. Any match required is clearly indicated in this Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT B

EXHIBIT B

IQOR HOLDINGS INC.

Criteria for Measuring the Achievement of Performance Conditions
Under the Quick Action Closing Fund Agreement

Calculations/Documentation for Project Jobs
and Project Wage, and Documentation of Capital Investment

The annual performance certification in accordance with Section 7 of the Closing Fund Agreement must be made on an application form provided by DSBD and must include the information and documentation as specified in this Exhibit.

Section I of this Exhibit defines the Performance Certification Period. Sections II, III, and IV explain the methods that will to be used to determine the number of **Project Jobs**, the **Average Annual Wage** (AAW) of those Project Jobs to determine if the Project Wage requirements have been satisfied, and the **documentation required** for jobs and wages. **Section V** discusses capital investment requirements, including documentation.

The Closing Fund Awardee must maintain all related forms and supporting documentation, and make these materials available to DSBD as required in Sections 7 and 15 of the Closing Fund Agreement.

Section I. PERFORMANCE CERTIFICATION PERIOD

Performance Certification Period -- The first Performance Certification Period is the period from the Approval Date until June 30 of the year coinciding with the Job Creation Schedule. The second Performance Certification Period is the eighteen (18) month period immediately following the first Performance Certification Period. The third Performance Certification Period is the twelve (12) month period immediately following the second Performance Certification Period. The fourth Performance Certification Period is the twelve (12) month period immediately following the third Performance Certification Period.

Section II. PROJECT JOB DEFINITIONS AND DETERMINATION The following definitions and procedures must be used in determining and reporting the number of Project Jobs dedicated to the Project. **The New Jobs and the Retained Project Jobs must work in St. Petersburg, Florida and the Additional Retained Jobs must work in Florida.**

A. Definitions:

1. Project Job – A "Project Job" for purposes of the Closing Fund Agreement means a full-time salaried employee, or a Full-Time Equivalent (an "FTE") employee defined as working 35 paid hours a week, performing tasks directly related to the products or services of the Project. Project Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

2. Leased Employees– Leased employees may be counted toward a Closing Fund Awardee's jobs requirement if: they are under the direct supervision of the Closing Fund Awardee;

they work with the Closing Fund Awardee's employees at the applicable Project location(s) a minimum of 35 hours per week; and are engaged to meet an on-going labor requirement directly resulting from the Project. The actual wages earned and time worked by leased employees at the applicable Project location(s) must be fully documented to the satisfaction of DSBD.

Independent Contractors meeting the above criteria of leased employees may also be counted towards a Closing Fund Awardee's job requirement so long as the actual wages paid, excluding expenses, by the Closing Fund Awardee are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as Project Jobs as they relate to the "fee-for-service" arrangement described below.

Employees of a business (other than a Subsidiary Closing Fund Awardee or an Affiliate Closing Fund Awardee) that has entered into a fee-for-service contract with the Closing Fund Awardee in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are generally not Project Jobs. Although any determination will ultimately depend on the facts and circumstances of the arrangement, examples of fee-for-service contracts in which the service providers' employees are generally not considered "Project Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

3. Base Jobs –For purposes of determining whether the Closing Fund Awardee has satisfied the New Job creation requirements under the Closing Fund Agreement, the Company's base level employment shall be deemed to be 1,877 full-time-equivalent employees (the "Base Jobs"); provided, however, that if the Closing Fund Awardee's average number of full-time-equivalent employees in Hillsborough County, Florida and Pinellas County, Florida during the three (3) month period beginning on April 1, 2014 and ending on June 30, 2014 (the "Hillsborough Pinellas Base Jobs"), exceeds 300 full-time-equivalent employees (such excess, the "Excess Base Jobs"), then the Base Jobs shall be deemed to be the sum of 1,877 full-time-equivalent employees and the Excess Base Jobs. The Hillsborough Pinellas Base Jobs shall be documented by the Closing Fund Awardee's RT-6 filings to the Florida Department of Revenue and other employment documentation provided by the Closing Fund Awardee.

4. New Project Job – Project Jobs may be counted as new if they are created or transferred to Florida from another state or country to the Headquarters Project location(s) on or after the Approval Date, **and only if** they result in a net increase in Project Jobs at the Headquarters Project location(s) associated with the Headquarters Project during the claim period, unless otherwise specified in the Closing Fund Agreement.

   Jobs are **not** counted as new if they are moved from an Affiliate or Subsidiary in Florida (including an acquired business related by virtue of a merger, purchase, or any form of acquisition) to the Closing Fund Awardee; from another Florida location of the Closing Fund Awardee to the Headquarters Project location(s); or from any other Florida business unit of the Closing Fund Awardee unless the relocated positions are back-filled. The Closing Fund Awardee must provide evidence to DSBD's satisfaction of any such back-filled positions.

Finally, no temporary construction jobs involved with the construction of facilities for the Headquarters Project; temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence; nor any jobs that were previously included in any approved application for incentives under Sections 288.107, 288.1045 or 288.106 of the Florida Statutes, or incentive grants under Section 288.1088 of the Florida Statutes may be included as New Jobs for the Headquarters Project covered by the Closing Fund Agreement.

B. **Calculation of Project Jobs**

The following methods will be used to determine the number of Project Jobs for each Performance Certification Period.

(1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

(2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If the Closing Fund Awardee uses pay periods of less than one month, total all of the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period.

(3) New Job Calculation – In order to avoid sanctions for the failure of the Closing Fund Awardee to satisfy its job creation obligations in accordance with Section 5(d) of the Closing Fund Agreement, the number of Base Jobs plus the number of New Jobs created on or after the Approval Date must equal or exceed the number of Base Jobs plus the number of New Jobs required to be created in accordance with Section 5(d) of the Closing Fund Agreement for the applicable Performance Certification Period.

EXAMPLES OF CALCULATIONS THAT DSBD WILL USE:

Example #1: If the Closing Fund Awardee is a brand-new-to-Florida business with **zero Base Jobs** and agrees to create 50 net-new jobs by December 31 of the first Performance Certification Period and an additional 65 net-new jobs by December 31 of the second Performance Certification Period, 80 net-new jobs the third Period, and 100 jobs the fourth and final Period (and final job-creation year), the claims will be evaluated as follows:

1. The claim evaluation for the first Performance Certification Period compares the average of actual employment for the months or pay periods within Claim Year 1 against the required number of jobs (50) scheduled in the Closing Fund Agreement. Since a Closing Fund Awardee typically has been in operation fewer than 12 months in the first Performance Certification Period, DSBD typically compares the December 1st-31st headcount or FTE count to the required number of jobs scheduled in the first phase pursuant to the Closing Fund Agreement.

   DSBD will consider, at the request of the Closing Fund Awardee, calculating the number of New Jobs created by the Closing Fund Awardee during all of the months the business was in operation during the first Performance Certification Period by adding the jobs created each month and dividing by the number of months.

2. The calculation in the second and subsequent Performance Certification Periods involving job creation will be done in one of two ways, as determined and documented by the Closing Fund Awardee:
    - Actual Monthly Average: Compare the average of actual employment for the second Performance Certification Period January 1 through December 31 against the 115 cumulative Project Jobs scheduled for this period. **Example:** The Closing Fund Awardee added its 12 months of Project Jobs for a reported total of 1,400 jobs in Period #2. The 1,400 number is divided by 12 for an actual monthly average of 117 (rounded up) – greater than the scheduled number of new jobs.

    - Growth & Maintenance Method ("Option B"): The Closing Fund Awardee first documents the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Performance Certification Period. Next, the Closing Fund Awardee calculates the actual monthly average of Project Jobs, and compares that to the total number of cumulative Project Jobs required for the applicable Performance Certification Period pursuant to the terms of the Closing Fund Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Performance Certification Period pursuant to the Closing Fund Agreement, **AND** if the actual monthly average of Project Jobs is at least equal to the number of required cumulative Project Jobs for the previous Performance Certification Period (demonstrating maintenance of the previous job creation requirements) pursuant to the Closing Fund Agreement, then the Closing Fund Awardee will be deemed to have satisfied the Project Job requirements in accordance with the Closing Fund Agreement.

    Using the Example #1 numbers listed earlier, the Closing Fund Awardee with a zero-job base must have created 50 jobs during the first Performance Certification Period and 65 during the second Performance Certification Period. If the Closing Fund Awardee has maintained a cumulative monthly average of at least 50 total Project Jobs, and has 115 new jobs by December 31, then the Closing Fund Awardee will be deemed to have satisfied the Project Job requirements in accordance with the Closing Fund Agreement.

3. Once the Project enters the maintenance phase, the Project Jobs calculation will be a twelve-month actual average of Project Jobs compared against the total Project Jobs required pursuant to the Closing Fund Agreement. Using the example business, by the end of the four-year job creation schedule, the Closing Fund Awardee must have created 295 jobs. In Performance Certification Period 5, the Closing Fund Awardee reports a total of 3,600 employees. Dividing that number by 12 equals 300 on average – greater than the 295 commitment.

Example #2: If the Project (either a new or an expansion) is a business with 25 existing Base Jobs, using the job-creation schedule in Example #1 above, DSBD will calculate the number of Project Jobs as follows:

1. The claim evaluation for the first Performance Certification Period would subtract the 25 Base Jobs from the actual employment for the period December 1 through December 31 of Performance Certification Period 1 to calculate the net-new Project Jobs.

3. The calculation in the second and subsequent claim years involving job creation will be performed in one of two ways:

   - Actual Monthly Average: Compare the average of actual employment for the second Performance Certification Period of January 1 through December 31 against the 140 cumulative Project Jobs scheduled for this period (25 Base Jobs plus the 115 new jobs). **Example**: The Closing Fund Awardee reported a total of 1,700 employees in Performance Certification Period 2. The 1,700 number is divided by 12 for a monthly average of 142 (rounded up). Subtract the 25 Base Jobs, and the total is 117 – greater than the scheduled amount of new jobs.

   - Growth and Maintenance Method ("Option B"): First, determine the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Performance Certification Period. Then, calculate the actual monthly average of Project Jobs, and compare that to the required total number of cumulative Project Jobs required for the applicable Performance Certification Period pursuant to the terms of the Closing Fund Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Performance Certification Period pursuant to the terms of the Closing Fund Agreement, **AND** if the actual monthly average of Project Jobs are at least equal to the number of required cumulative Project Jobs for the previous Performance Certification Period (demonstrating maintenance of the previous job creation requirements) pursuant to the terms of the Closing Fund Agreement, then the Closing Fund Awardee will be deemed to have met its Project Job requirements.

3. Once the Project enters the Job Maintenance Schedule, the Project Jobs calculation will be a 12-month average of jobs (except for the second Performance Certification Period which will use an 18-month average of jobs) compared against the total number of Project Jobs required pursuant to the Closing Fund Agreement for the applicable Performance Certification Period. Using the above example, by the end of four-year job creation schedule, the Closing Fund Awardee must have created and retained 295 jobs and maintained the 25 Base Jobs. In the Fifth Performance Certification Period, the Closing Fund Awardee reports total confirmed 3,900 employees; divide by 12 to get 325, then subtract the 25 Base Jobs, for an actual monthly average of 300 – greater than the 295 commitment.

Section III. AVERAGE ANNUAL WAGE (AAW) DETERMINATION

A. Definition – In calculating the Project's AAW for new employees during the applicable Performance Certification Period, the following forms of compensation may be included for all Project Jobs as determined in Section II of this Exhibit:

   - Wages;
   - Salaries;
   - Commissions;
   - Bonuses;
   - Advances given to an employee against future earnings;
   - Vacation pay;
   - Sick leave pay;
   - Dismissal pay;

- Cash Prizes and Awards;
- Supplemental payments to make up the difference between regular pay and jury-duty pay or workers' compensation benefits; and
- Payments to employees on leave while serving in the military.

Bonuses and other one-time salary increases cannot be annualized.

Benefits may be included in the AAW calculation ONLY IF, as a company policy, the employee has the option of accepting the value of the benefits in the form of cash payments, and converts the benefit to cash within the Certification Period.

Whichever method the Closing Fund Awardee uses to calculate the Project Jobs – head count or FTE – also must be used to in its AAW calculation.

(B) Except in a situation as described in (C) below, the AAW for a Performance Certification Period must be determined in a manner consistent with the following procedure: actual wages, salaries and other payments (as listed in paragraph A above) for **Project Jobs** (as defined in Section II.A. of this Exhibit) for each pay period are added, then divided by the number of Project Jobs.

(C) If the First Performance Certification Period is less than 12 months, then the actual wages paid to Project Jobs in the **first Performance Certification Period only** may be annualized to calculate the annual average wage.

Example: A Closing Fund Awardee begins operations in May of its First Performance Certification Period, and has a steady buildup of hiring. DSBD would add actual wages of the employees on the payroll December 1st -31st and divide by the number of December employees, then multiply that average December wage by 12 to obtain the AAW.

Section IV. EMPLOYMENT AND WAGE DOCUMENTATION

Documentation to support jobs and wage data must be submitted along with the claim application.

Excel spreadsheets, in electronic format, must be submitted with the claim application. The spreadsheet must include the following information:

- Name of each employee;
- A unique identifying employee number (not the Social Security Number);
- The hire date of the employee;
- If applicable, the relocation date of the employee, and relocation from where;
- If applicable, the termination date of the employee;
- Simple job description of each employee (CEO, Engineer, IT technician, Foreman, etc.); and
- **Actual** wages paid (monthly, bi-weekly, or some other pay period).

Please see the attached Excel spreadsheet template.

If you choose to submit a password-protected Excel spreadsheet, please provide the password in a separate email to the Compliance Analyst assigned to your claim.

Also, please do not embed cell formulas or other mathematical calculations in the Excel spreadsheet you submit.

In addition, the Closing Fund Awardee should clearly explain, as a part of the Performance Certification submission, how the information it is submitting may be different from the information submitted for unemployment compensation purposes. For example, it might be the case that the business has a number of part-time workers and therefore the unemployment compensation information overstates the number of full-time equivalent employees and understates the average wage. Or, it may be the case that the Closing Fund Awardee is a part of a larger or statewide reporting unit and the Closing Fund Awardee cannot be identified within the information submitted for unemployment compensation purposes. Situations such as these should be clearly explained in the documentation. Additionally, a Closing Fund Awardee that is part of a larger or statewide reporting unit with multiple worksites should provide the quarterly Multiple Worksite Reports-BLS 3020 for the Performance Certification Period.

Section V. DOCUMENTATION OF CAPITAL INVESTMENT

Capital investment is an integral requirement of Project. DSBD accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs).

Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Approval Date.

The Closing Fund Awardee must provide DSBD with an electronic spreadsheet listing the capital investment item, vendor, invoice number, date ordered/invoiced, price, date paid, and check number or other unique identifier of the method of payment. DSBD may select and highlight items listed on this spreadsheet, and return it to the Closing Fund Awardee to provide copies of invoices, canceled checks, debit slips, or other payment documentation.

The Closing Fund Awardee shall maintain all records of their capital investment purchases.

EXHIBIT C

ESCROW AGREEMENT

By and Among

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT
(RE: DSBD Contract No. SB14-205)

AND

ENTERPRISE FLORIDA, INC.,
as the Escrow Agent

AND

IQOR HOLDINGS INC.,
as the Closing Fund Awardee

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of the Effective Date (as defined herein) (this "Agreement"), by and among (i) the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD"), (ii) Enterprise Florida, Inc., a Florida corporation ("Enterprise Florida" or the "Escrow Agent"), and (iii) iQor Holdings Inc., a Delaware corporation (the "Closing Fund Awardee" and collectively with DSBD and the Escrow Agent, the "Parties"). Capitalized terms used herein without definition shall have the meanings set forth in the Closing Fund Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Closing Fund Awardee and DSBD have entered into a Quick Action Closing Fund Agreement (the "Closing Fund Agreement"), which awards to the Closing Fund Awardee up to **SEVEN HUNDRED NINETY FIVE THOUSAND DOLLARS ($795,000)** (the "Award") pursuant to Section 288.1088 of the Florida Statutes;

WHEREAS, the Florida Legislature created Enterprise Florida pursuant to Section 288.901 *et. al.*, Florida Statutes, to serve as the principal economic development organization for the State and delegated to it the responsibility to provide leadership for business development in Florida by aggressively assisting in the creation of new businesses;

WHEREAS, Section 5 of the Closing Fund Agreement sets forth certain conditions that the Closing Fund Awardee must satisfy before DSBD authorizes the disbursement of all, or certain portions of, the Award; and

WHEREAS, DSBD has agreed to transfer the Award to Enterprise Florida in accordance with the terms of this Agreement and the Closing Fund Agreement, which shall be held by Enterprise Florida in escrow for the sole purpose of disbursing the Award to the Closing Fund Awardee in accordance with the Closing Fund Agreement.

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Closing Fund Agreement and the mutual covenants and agreements contained herein, the Parties agree as follows:

Section 1. Appointment of the Escrow Agent. DSBD and the Closing Fund Awardee hereby appoint Enterprise Florida as the Escrow Agent under this Agreement. The Escrow Agent is hereby authorized to take any and all actions indicated in this Agreement to be taken by the Escrow Agent and all such further actions consistent herewith as it shall deem necessary or desirable to implement the provisions hereof. The Escrow Agent represents and warrants to DSBD and the Closing Fund Awardee that it has all legal power and authority to act in the manner contemplated by this Agreement. DSBD and the Closing Fund Awardee agree that the authorization and designation of the Escrow Agent under this Section 1 shall be irrevocable and shall be binding upon their successors and assigns.

Section 2. Establishment of Escrow. Upon satisfaction of the conditions set forth in Section 5(b) of the Closing Fund Agreement, DSBD shall transfer the Award to the Escrow Agent, which shall immediately deposit and invest any and all funds advanced by DSBD for payments in an independent and separate interest bearing account(s). The Escrow Agent shall hold the Award solely for the purpose of disbursing the Award to the Closing Fund Awardee in accordance with the terms and conditions set forth in the Closing Fund Agreement and this Agreement. The Escrow Agent shall provide DSBD the account number(s) of all such accounts, and shall also provide all other information regarding the account(s) as

DSBD requests.

Section 3. Term and Termination. Upon the disbursement and/or return of all of the Award to the Closing Fund Awardee and DSBD, as the case may be, and any interest and investment earnings thereon to DSBD, this Agreement shall terminate and be of no further force and effect (such date, the "Escrow Termination Date") except that the provisions of Sections 10 and Section 11.3 through 11.7 shall survive termination of this Agreement.

Section 4. Direction of the Escrow Agent. All directions made to the Escrow Agent to take or refrain from taking any action pursuant to this Agreement shall be made in writing and shall be executed by DSBD and the Closing Fund Awardee and the Escrow Agent shall be entitled to conclusively rely on such instruction without further investigation of any kind.

Section 5. Holding of the Award. (a) With respect to the request for the disbursement of an Award Payment, DSBD shall submit to the Escrow Agent the following: (i) a completed written disbursement request, submitted to DSBD by the Closing Fund Awardee in accordance with Section 7(b) of the Closing Fund Agreement, executed by the President of the Closing Fund Awardee or other authorized officer, substantially in the form attached hereto as Exhibit A (the "Disbursement Request"), and (ii) a written disbursement instruction executed by the Director or other authorized officer of DSBD, substantially in the form attached hereto as Exhibit B (the "Disbursement Instruction"), that certifies that the Closing Fund Awardee has satisfied the conditions set forth in the Closing Fund Agreement for disbursement of the requested Award Disbursement (as defined in the Disbursement Instruction); provided, however, that, in addition to the disbursement of the Award Disbursement, if any, to the Closing Fund Awardee, if the Award Payment is reduced by DSBD in accordance with Section 12 of the Closing Fund Agreement for failure of the Closing Fund Awardee to fully satisfy its obligations pursuant to Section 5(d) of the Closing Fund Agreement, the Escrow Agent shall disburse to DSBD the Sanction Payment (as defined in the Disbursement Instruction) in accordance with the Disbursement Instruction.

(b) The Escrow Agent shall return to DSBD all interest income derived from the interest bearing account, on a quarterly basis, based on fiscal year quarters. Enterprise Florida shall remit such amounts in the form of checks payable to the State of Florida and mailed to DSBD in accordance with Section 11.2. The payments shall be accompanied by (i) the amount of interest earned by the deposits, the name of the depository(ies), and interest rate(s); (ii) copies of all bank or investment statements and computational worksheets; and (iii) any other applicable information reasonably requested by DSBD.

(c) In the event that the Closing Fund Agreement is terminated prior to the Escrow Termination Date, DSBD shall deliver to the Escrow Agent a written instruction, substantially in the form attached as Exhibit C hereto (an "Escrow Return Instruction") instructing the Escrow Agent to release to DSBD the Award (or any portion of the Award held in escrow as of the date thereof), together with any earnings thereon not otherwise paid to DSBD in accordance with Section 5(b), in accordance with the terms of this Agreement.

(d) In the event that the Closing Fund Agreement is not terminated prior to the Escrow Termination Date, the Escrow Agent shall disburse to DSBD any and all cash remaining after payment of all amounts due to the Closing Fund Awardee pursuant to the Closing Fund Agreement without the requirement of an Escrow Return Instruction.

Section 6. Receipt. The Escrow Agent will notify DSBD and the Closing Fund Awardee upon its receipt of the Award.

Section 7. Rights in the Escrow Account. While any amount of the Award is held by the Escrow Agent, and pending the release thereof in accordance with Section 5 hereof, DSBD shall retain all right, title and interest in and to the Award.

Section 8. Disbursement into Court. If, at any time, there shall exist any dispute between DSBD and the Closing Fund Awardee with respect to the holding or disposition of any portion of the Award or any other obligations of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's sole satisfaction, the proper disposition of any portion of the Award or the Escrow Agent's proper actions with respect to its obligations hereunder, or if DSBD has not within thirty (30) days of the furnishing by the Escrow Agent of a notice of resignation pursuant to Section 9 hereof, appointed a successor the Escrow Agent to act hereunder, then the Escrow Agent may, in its sole discretion, take either or both of the following actions:

(a) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor the Escrow Agent shall have been appointed (as the case may be); and/or

(b) petition (by means of an interpleaded action or any other appropriate method) any court of competent jurisdiction in Leon County, Florida, for instructions with respect to such dispute or uncertainty.

The Escrow Agent shall have no liability to DSBD or the Closing Fund Awardee or to any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of, any delay in the disbursement of the Award or any delay in or with respect to any other action required or requested of the Escrow Agent.

Section 9. Resignation and Removal of the Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving sixty (60) days' prior written notice to DSBD and the Closing Fund Awardee or may be removed, with or without cause, by DSBD, at any time by the giving of sixty (60) days prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor the Escrow Agent as provided herein below. Upon any such notice of resignation or removal, DSBD shall appoint a successor the Escrow Agent hereunder. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor the Escrow Agent, such successor the Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring the Escrow Agent, and the retiring the Escrow Agent shall be discharged from its duties and obligations under this Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring the Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Agreement.

Section 10. Liability of the Escrow Agent.

(a) The Escrow Agent shall have no liability or obligation with respect to the Award, except for the Escrow Agent's willful misconduct or gross negligence. The Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Award in accordance with the terms of this Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. the Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith

believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Award, this Agreement or the Closing Fund Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability whatsoever in acting in accordance with the opinion or instruction of such counsel.

(b) The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Award. If any portion of the Award is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree, which it is advised by legal counsel selected by it, is binding upon it, without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Parties or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 11 Miscellaneous.

11.1 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

11.2 Notices.

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section 11.2 at the following respective addresses:

If to DSBD:

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399-0001
Telephone: (850) 717-8960
Facsimile: (850) 410-4770

If to the Closing Fund Awardee:

iQor Holdings Inc.
Attention: Margaret Cowherd
335 Madison Avenue,
27th Floor
New York, New York 10017
Telephone: (646)274-3062
Facsimile: (646)375-6105

If to the Escrow Agent:

Enterprise Florida, Inc.
800 North Magnolia Avenue,
Suite 1100
Orlando, Florida 32803
Attn: Vice President of Finance and Accounting
Telephone: (407) 956-5600
Facsimile: (407) 956-5673

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 11.2(a), unless another address has been previously specified in writing in accordance with this Section 11.2(b).

11.3 Choice of Law; Venue, Jurisdiction and Waiver of Jury Trial. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

11.4 Non-Assignment. The Closing Fund Awardee shall not assign or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DSBD and the Escrow Agent, which consent may be withheld in DSBD's and the Escrow Agent's sole and absolute discretion. DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to the Closing Fund Awardee and the Escrow Agent. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

11.5 Construction; Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The

word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11.6 Preservation of Remedies; Severability. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

11.7 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Closing Fund Awardee, an authorized agent of the Escrow Agent, and the authorized agent of DSBD. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

11.9 Relationship to the Closing Fund Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Closing Fund Agreement, solely as between DSBD and the Closing Fund Awardee, the provisions of the Closing Fund Agreement shall control. This provision shall not affect the rights, duties or obligations of the Escrow Agent hereunder, which rights, duties and obligations are set forth exclusively in this Agreement. The Escrow Agent shall have no duties under, or be required to take notice of, the Closing Fund Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

CLOSING FUND AWARDEE

IQOR HOLDINGS INC.

By: _____
Name: David J. Pesh
Title: EVP & General Counsel

DSBD

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name: Cindy Poppell
Title: Chief of Staff
June 30, 2014

ESCROW AGENT

ENTERPRISE FLORIDA, INC.

By: _____
Name:
Title:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: 6/30/14

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

CLOSING FUND AWARDEE

IQOR HOLDINGS INC.

By: _____
Name:
Title:

DSBD

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name:
Title:

ESCROW AGENT

ENTERPRISE FLORIDA, INC.

By: Pamela Murphy
Name: Pamela Murphy
Title: VP Finance & Acctg.

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

EXHIBIT A
FORM OF DISBURSEMENT REQUEST

[DATE]

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399
Attn: Chief of Compliance and Accountability

Ladies and Gentlemen:

We refer to that certain (i) Quick Action Closing Fund Agreement (**SB14-205**), dated as of June _____, 2014 (the "Closing Fund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and iQor Holdings Inc. (the "Closing Fund Awardee") and (ii) the Escrow Agreement, dated as of June _____, 2014 (the "Escrow Agreement"), by and among DSBD, Closing Fund Awardee, and Enterprise Florida, Inc. (the "Escrow Agent"). Capitalized terms used, but not defined herein, shall have the same meanings ascribed to such terms in the Escrow Agreement.

We refer to Section 5 of the Closing Fund Agreement and Section 5 of the Escrow Agreement and hereby request disbursement of an Award Payment as follows:

(a) the amount of the requested disbursement to the Closing Fund Awardee is $_____.00 (subject to the reduction of the Award Payment by DSBD in accordance with Section 12 of the Closing Fund Agreement for failure to fully satisfy the Closing Fund Awardee's obligations in Section 5(d) of the Closing Fund Agreement);

(b) the payment instructions for the requested disbursement are as follows:
[insert Closing Fund Awardee's banking details]

As a condition to the foregoing disbursement of an Award Payment, the Closing Fund Awardee hereby represents, warrants and confirms to you that: **[check applicable box]**

□ All of the Award Conditions set forth in the Closing Fund Agreement applicable to this Award Payment have been satisfied; or

□ All of the Award Conditions set forth in the Closing Fund Agreement have not been fully satisfied, however DSBD has approved the disbursement of the amount set forth above based on the attached list, which identifies the Award Conditions that have not been fully satisfied, and this certification that all other applicable Award Conditions have been fully satisfied.

IQOR HOLDINGS INC.

By: _____
Name:
Title:

EXHIBIT B

FORM OF DISBURSEMENT INSTRUCTION

[DATE]

Enterprise Florida, Inc.
800 North Magnolia Avenue,
Suite 1100
Orlando, Florida 32803
Attn: Vice President of Finance and Accounting

Ladies and Gentlemen:

We refer to that certain (i) Quick Action Closing Fund Agreement (**SB14-205**), dated as of June _____, 2014 (the "Closing Fund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and iQor Holdings, Inc. (the "Closing Fund Awardee"), and (ii) the Escrow Agreement dated as of June _____, 2014 (the "Escrow Agreement"), by and among DSBD, Closing Fund Awardee, and Enterprise Florida, Inc. (the "Escrow Agent"). Capitalized terms used, but not defined herein, shall have the same meanings ascribed to such terms in the Escrow Agreement.

We refer to Section 5 of the Closing Fund Agreement and Section 5 of the Escrow Agreement and hereby acknowledge that the Closing Fund Awardee has satisfied the conditions set forth in the Closing Fund Agreement to receive a disbursement of **XXXXXX DOLLARS ($[____])** (the "Award Disbursement"). We hereby instruct the Escrow Agent to disburse the Award Disbursement, if any, from the Award held by the Escrow Agent pursuant to the Escrow Agreement to the Closing Fund Awardee to the account set forth in the Closing Fund Awardee's payment instructions in the Disbursement Request.

[If the Award Disbursement reflects the reduction of the applicable Award Payment by DSBD in accordance with Section 12 of the Closing Fund Agreement for failure of the Closing Fund Awardee to fully satisfy its obligations pursuant to Section 5(d) of the Closing Fund Agreement, we hereby further instruct the Escrow Agent to disburse to DSBD **XXXXXX DOLLARS ($[____])** (the "Sanction Payment") in the form of a check payable to the State of Florida and mailed to DSBD in accordance with Section 11.2 of the Escrow Agreement.]

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name:
Title:

EXHIBIT C

FORM OF RETURN INSTRUCTION

[DATE]

Enterprise Florida, Inc.
800 North Magnolia Avenue,
Suite 1100
Orlando, Florida 32803
Attn: Vice President of Finance and Accounting

Ladies and Gentlemen:

We refer to that certain (i) Quick Action Closing Fund Agreement (**SB14-205**), dated as of June _____, 2014 (the "Closing Fund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and iQor Holdings Inc. (the "Closing Fund Awardee"), and (ii) the Escrow Agreement dated as of June _____, 2014 (the "Escrow Agreement"), by and among DSBD, Closing Fund Awardee, and Enterprise Florida, Inc. (the "Escrow Agent"). Capitalized terms used, but not defined herein, shall have the same meanings ascribed to such terms in the Escrow Agreement.

We refer to Section 11 of the Closing Fund Agreement and Section 5(c) of the Escrow Agreement and hereby certify that the Closing Fund Agreement has been terminated in accordance with Section 11 of the Closing Fund Agreement as of [DATE] and hereby instruct the Escrow Agent to disburse to DSBD any portion of the Award held by the Escrow Agent (including any accrued but unpaid interest and earnings on the Award) pursuant to the Escrow Agreement in the form of a check payable to the State of Florida and mailed to DSBD in accordance with Section 11.2 of the Escrow Agreement.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name:
Title:

EXHIBIT D

EXHIBIT D

Subsidiary Closing Fund Awardees

Legal Name of Subsidiary	FEIN	RA Number (if any)
iQor Global Services LLC	[redacted]	
Telmar Network Technology, Inc.	[redacted]	
iQor MPC LLC	[redacted]	
iQor Texas Holdings LLC	[redacted]	
iQor of Texas LP	[redacted]	
Precision Communication Services, Inc.	[redacted]	
iQor Holdings US Inc.	[redacted]	[redacted]
Interactive Response Technologies, Inc.	[redacted]	[redacted]
Cyber City Teleservices Marketing, Inc.	[redacted]	

EXHIBIT E

EXHIBIT E

FORM OF JOINDER

This Joinder, dated as of _____ (this "Joinder"), is to that certain Quick Action Closing Fund Agreement (the "Closing Fund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and iQor Holdings Inc., a Delaware corporation (the "Company"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Closing Fund Agreement.

1. Agreement to be Bound. _____ (the "Affiliate Closing Fund Awardee") is an Affiliate and wishes to become an Affiliate Closing Fund Awardee pursuant to Section 4(c) of the Closing Fund Agreement. The Affiliate Closing Fund Awardee acknowledges that it has received and reviewed a complete copy of the Closing Fund Agreement. The Affiliate Closing Fund Awardee agrees that upon execution of this Joinder, the Affiliate Closing Fund Awardee shall become a party to the Closing Fund Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Closing Fund Agreement and shall be deemed a Closing Fund Awardee for all purposes thereof and entitled to all the rights, and subject to all obligations, incidental thereto.

2. Governing Law. This Joinder and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Florida, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Affiliate Closing Fund Awardee has executed this Joinder as of the date first written above.

AFFILIATE CLOSING FUND AWARDEE:

_____

By: _____
Name:
Title:

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING THE SELECTION COMMITTEE'S FINAL RANKING OF THE DESIGN TEAMS WITH A DESIGN CONCEPT FOR THE NEW ST. PETERSBURG PIER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AN ARCHITECT/ENGINEERING AGREEMENT ("A/E AGREEMENT") WITH THE FIRST RANKED FIRM, WHICH A/E AGREEMENT IS SUBJECT TO CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Engineering & Capital Improvements Department issued a two-stage Request for Qualifications ("RFQ") for the design of a new or renovated pier on August 11, 2014; and

WHEREAS, the City received sixteen (16) statements of qualifications in response to the RFQ; and

WHEREAS, the Selection Committee met on October 3, 2014, to discuss the statements of qualifications and shortlisted to eight (8) design teams to be invited to participate in stage II of the RFQ process (design concept submission phase); and

WHEREAS, on December 15, 2014, the eight (8) shortlisted design teams submitted their design concepts and other deliverables required by the RFQ and letter agreement; and

WHEREAS, on January 23, 2015, the Selection Committee met to discuss the feasibility of the design concepts and deliverables submitted by the eight (8) shortlisted design teams resulting in the elimination of one (1) shortlisted design team; and

WHEREAS, the seven (7) remaining shortlisted design teams made presentations to the Selection Committee on February 11, 2015 and February 12, 2015; and

WHEREAS, based on the presentations, deliberations and the RFQ materials submitted by the seven (7) remaining shortlisted design teams, the Selection Committee further shortlisted to the top three (3) finalists on March 20, 2015; and

WHEREAS, on April 23, 2015, the top three (3) finalists responded to clarification questions submitted by the Selection Committee prior to the Selection Committee commencing with deliberations and determination of the final ranking; and

WHEREAS, the Selection Committee's final ranking of the design teams with a design concept is as follows: (1) ASD Architects (partnered with Rogers Partners Architects + Urban Designers and Ken Smith) with the design concept Pier Park; (2) St. Pete Design Group with the design concept Destination St. Pete Pier; (3) Alfonso Architects, Inc. with the design concept Alma; and (4) Mesh Architecture (partnered with FR-EE with Civitas) with the design concept Prospect Pier; and

WHEREAS, Administration recommends City Council acknowledge the final ranking and authorize the negotiation of an architect/engineering agreement with ASD Architects (partnered with Rogers Partners Architects + Urban Designers and Ken Smith) with the design concept Pier Park, the first ranked firm.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Selection Committee's final ranking of the design teams with a design concept, identified above, is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to negotiate an architect/engineering agreement ("A/E Agreement") with ASD Architects (partnered with Rogers Partners Architects + Urban Designers and Ken Smith), the first ranked firm.

BE IT FURTHER RESOLVED that the mutually agreed upon A/E Agreement between the City of St. Petersburg, Florida and ASD Architects (partnered with Rogers Partners Architects + Urban Designers and Ken Smith) is subject to approval by City Council.

This resolution shall become effective immediately upon its adoption.

Approved by:

Macall Dyer
Assistant City Attorney
231842 - May 7 City Council Meeting

ST. PETERSBURG CITY COUNCIL
Meeting of May 7, 2015

TO	The Honorable Charlie Gerdes, Chair and Members of City Council
SUBJECT	First Reading of Ordinance adopting the Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area.
RECOMMENDATION	Administration recommends City Council conduct first reading for the attached Ordinance and set second reading and public hearing for May 21, 2015.

OVERVIEW

The South St. Petersburg Redevelopment Plan is a multifaceted revitalization strategy that embraces both traditional "placed-based" economic development strategies customary to redevelopment plans as well as "people based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg.

To implement these approaches, the Redevelopment Plan calls for land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

Redevelopment Plans require adoption by ordinance and must comply with procedures established by the Florida Community Redevelopment Act. In addition, the proposed Redevelopment Plan for Southside St. Petersburg must be reviewed by the Citizen Advisory Committee and be found in conformance with the City's comprehensive plan by the Community Planning and Preservation Commission.

On April 7, 2015, the Citizen Advisory Committee recommended approval of the Redevelopment Plan to the Agency (see attachment). In addition, the St. Petersburg Community Planning and Preservation Commission held a public hearing on the draft Redevelopment Plan for Southside St. Petersburg on April 14, 2015, and found it in conformance with the City of St. Petersburg Comprehensive Plan (see attachment).

City Council and the Pinellas County Board of County Commissioners (BCC) are expected to take action on the draft Redevelopment Plan in May and June 2015. After First

Reading of this Ordinance on May 7, 2015, City Council will be asked on May 21, 2015, to adopt the Redevelopment Plan on Second Reading after a recommendation from the St. Petersburg Community Redevelopment Agency and a public hearing.

Final approval of the Redevelopment Plan is contingent on favorable action by the Pinellas County BCC. Resolution 14-33 delegating redevelopment authority to the St. Petersburg City Council specifies that the BCC retains authority to review and approve the initial redevelopment plan and amendments thereto. The Pinellas County Board of County Commissioners is being asked to take action on the Redevelopment Plan on June 2, 2015.

SUMMARY OF THE SOUTH ST. PETERSBURG REDEVELOPMENT PLAN

The South St. Petersburg Community Redevelopment Area (CRA) was first established on June 20, 2013, when the City of St. Petersburg City Council approved Res. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners (BCC) approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Res. 13-186). On May 15, 2014, City Council approved the interlocal agreement (Res. 2014-207), the BCC followed suit on May 20, 2014, and the agreement was executed on June 3, 2014. At its June 3, 2014, meeting the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the Redevelopment Plan (Res. 14-43).

The Southside St. Petersburg CRA is generally bounded by 2nd Avenue North, Interstate 275, Interstate 175 and Booker Creek on the north; 4th Street South on the east; 30th Avenue South on the south; and 49th Street on the west (see Exhibit 1). The 4,700-acre CRA is comprised of the Greater Childs Park Strategic Planning Area, most of the Midtown Strategic Planning Area, more than twenty neighborhood and business associations, four existing community redevelopment areas, and two Florida Main Street Districts. The CRA is also home to an estimated 33,620 people, or 14 percent of St. Petersburg's total population.

The redevelopment program for the Redevelopment Plan centers on reinvigorating the housing market through rehabilitation and new construction; expanding opportunities for entrepreneurs, minority, women and disadvantaged business enterprises and small businesses; revitalizing commercial corridors to grow existing businesses and attract new ones; growing the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents.

To implement these goals, the Agency will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business

assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

A major component of the Redevelopment Plan is the establishment of a tax increment financing (TIF) district for the entire 7.4 mi.^{2} redevelopment area. After the establishment of a "base year", tax increment financing directs all future increases in St. Petersburg and Pinellas County property tax revenues generated within a TIF district into a special redevelopment trust fund. This increased revenue, known as the "increment", is then used to fund eligible redevelopment projects within the boundaries of the TIF district. The City will be contributing its entire tax increment within the CRA to the redevelopment trust fund over the 30-year life of the Plan, while Pinellas County will be contributing 85 percent of its increment.

Revenues from the TIF district will be used to assist the initiatives described above, particularly those supporting business development and job creation. This is a departure from the City's past policy of using TIF to fund public sector projects. With small businesses in the CRA starved for capital, TIF revenue can eventually provide some source of public funding for private projects that implement the goals and objectives of the Plan.

The City intends to channel the vast majority of TIF revenues generated from the CRA to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help businesses leverage capital from diverse sources. The City also envisions providing funding assistance to governmental and non-profit entities that provide an array of services supporting the intent of the redevelopment plan, including marketing and promotion, business assistance and loans, workforce development and job readiness.

The funding programs that will be pursued are described in Chapter 4 of the Redevelopment Plan and are designed to address the compelling issues of blight facing the Southside St. Petersburg CRA, such as housing that is deteriorated, vacant and/or unaffordable, declining population and tax revenue, deteriorating commercial corridors, economic underdevelopment and unemployment, access to capital and a deficit of effective small business incentives. The total cost for the redevelopment program funded by tax increment financing is expected to exceed $66 million in 2015 dollars over the thirty-year life of the Redevelopment Plan but implementation of the program will be phased over many years with costs being impacted by inflation.

RECOMMENDATION

Administration recommends City Council conduct first reading for the attached Ordinance adopting the Community Redevelopment Plan for Southside St. Petersburg, and set second reading and public hearing for May 21, 2015.

Attachments: Ordinance
Draft Minutes from the April 7, 2015, Meeting of the Citizen Advisory Committee for the Southside St. Petersburg Community Redevelopment Area
Action Taken Agenda from the April 14, 2015, Meeting of the St. Petersburg Community Planning and Preservation Commission
Community Redevelopment Plan for Southside St. Petersburg CRA

NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION AND APPROVAL OF A COMMUNITY REDEVELOPMENT PLAN OF THE CITY OF ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY, PURSUANT TO PART III OF CHAPTER 163 OF THE FLORIDA STATUTES; SAID PLAN ALSO BEING KNOWN AS THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area, which is attached hereto as Exhibit "A" and incorporated herein, has been developed pursuant to Part III of Chapter 163 of the Florida Statutes.

SECTION 2. The City of St. Petersburg is authorized to undertake community redevelopment planning in the Southside St. Petersburg Community Redevelopment Area (CRA) through the following actions undertaken by the City of St. Petersburg City Council and the Pinellas County Board of County Commissioners (BCC):

1. City of St. Petersburg Resolution No. 2013-247, which made a finding of necessity identifying the Southside St. Petersburg Community Redevelopment Area (CRA) as blighted, pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III);

2. Pinellas County BCC Resolution No. 13-186, which accepted the City's findings of necessity, and BCC Resolution 14-43, whereby the Pinellas County BCC delegated certain redevelopment powers to City Council, including the creation of a community redevelopment agency, in order to carry out certain redevelopment functions within the Southside St. Petersburg CRA.

3. City of St. Petersburg Resolution No. 2014-296, wherein City Council accepted such redevelopment powers.

SECTION 3. The City Council of the City of St. Petersburg, Florida, makes the following findings, as required by Chapter 163.360, F.S.:

1. A feasible method identified in the Community Redevelopment Plan for the Southside St. Petersburg CRA exists for the relocation of families who will be displaced from the community redevelopment area in decent, safe, and

sanitary dwelling accommodations within their means and without undue hardship to such families;

2. The Community Redevelopment Plan for the Southside St. Petersburg CRA conforms to the general plan of the county or municipality as a whole;

3. The Community Redevelopment Plan for the Southside St. Petersburg CRA gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans; and

4. The Community Redevelopment Plan for the Southside St. Petersburg CRA affords maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise.

SECTION 4. Pinellas County Board of County Commissioners Resolution No. 14-33, which delegates certain redevelopment authority to the City of St. Petersburg, stipulates that the BCC of Pinellas County retain authority to review and approve the initial redevelopment plan and any future amendments, not otherwise exempted by the approved Redevelopment Plan and Interlocal Agreement for the Southside St. Petersburg Community Redevelopment Area, prior to its implementation.

SECTION 5. The City Council of the City of St. Petersburg hereby approves and adopts the Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area and in so doing effectuates the following actions:

1. Sunsets and supersedes the four existing community redevelopment plans within the Southside St. Petersburg Community Redevelopment Area, which are the 16th Street South Revitalization Plan, Dome Industrial Park Pilot Project Site, Dome Industrial Park, and Tangerine Avenue.

2. Amends the original request to Pinellas County to establish two tax increment financing (TIF) districts and redevelopment trust funds set forth in Resolution 2013-247 to now establish one TIF district and trust fund encompassing the entire 7.4-sq.mi. community redevelopment area (CRA) identified in above resolution.

3. Renames the CRA as the "South St. Petersburg Community Redevelopment Area".

SECTION 6. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall be effective upon the expiration of the second business day after adoption unless the Mayor notifies City Council through written notice filed with the City Clerk that the Mayor will 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 City Charter, in which case it shall become effective immediately.

First reading conducted on the 7th day of May, 2015.

Second and final reading scheduled on the 21st day of May, 2015.

Approved as to Form and Substance:

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)

APPROVED BY:

Dave Goodwin, Director
Planning and Economic Development

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CITY OF ST. PETERSBURG
CITIZENS ADVISORY COMMITTEE (CAC)
SOUTHSIDE ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA
PUBLIC MEETING

Room 100
City Hall

April 7, 2015
Tuesday, 6:00 p.m.

MINUTES

Members Present:
Dr. Ricardo Davis, Chair
Leah McRae, Vice-Chair
Deborah Figgs-Sanders
Theresa Jones
Coy LaSister
Linda Marcelli
Arthur O'Hara
Alizza Punzalan-Randle
Dr. Yvonne Scruggs-Leftwich

Members Absent: None [1] *excused*

Staff Present:
Alan DeLisle, Administrator, City Development Administration
Nikki Gaskin-Capehart, Director, Urban Affairs
Rick Smith, Planner III, Economic Development
Brian Caper, Economic Development Analyst, Economic Development
Michael Dema, Assistant City Attorney, Legal Department

The meeting was called to order at 6:00 p.m., a quorum was present.

Mayor Kriseman made opening remarks and then recognized County Commissioner Charlie Justice, who was in attendance to hear the thoughts of the Committee in this early stage of development.

I. Citizens Advisory Committee Introductions

Introductions were made by each Committee Member.

II. City Staff Introductions

Introductions by each City Staff member were made.

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III. Approval of February 3, 2015 CAC Meeting Minutes

The minutes were approved by a consensus vote.

IV. Current and Future RFP Proposals in the Dome Industrial Park

Alan DeLisle gave an overview of the Dome Industrial Park pertaining to the condition relating to the use of the property (to produce future jobs) and action is needed for job growth in this area. There is currently an RFP for 22nd St and 3rd Ave S and have a very interested party (a local manufacturer) wanting to expand in this location with the relocation of 20 jobs and adding an additional 20 jobs. Discussions are expected to take place to finalize this opportunity. The size of the Dome Industrial Park is approximately 12 to 15 acres and Administration has been approached by seven entities, with more and more interest as the economy improves. The City is in the process issuing an RFP for the remainder of the land which may consist of one or two parcels for development or several parcels, depending what comes in. The following criteria of RFPs received will be reviewed: job creation; capital investment being made by the entity asking to purchase the land; how they will relate to the local community and how they look at hiring local residents; the financial ability to pull off the development; experience to ensure they can pull off of what they are proposing; the end use; and timeline.

A question was asked about any reference or encouragement related to utilization of locally-owned businesses, particularly minority-owned businesses. Mr. DeLisle replied that they will ensure a reference to this would be included in the RFP (no mandates but clear direction to the goals).

A suggestion was made about acquiring the Section 3 requirements for HUD-sponsored projects to include in the RFP and then asked about the RFP time table. Mr. DeLisle stated that under the ideal situation, the RFP should go out in three to four weeks.

A question was asked about the job accountability of entities awarded the RFP. Mr. DeLisle replied that the City is ultimately accountable; will work with and obtain company information and job growth for report documentation, and also will depend upon how the arrangement is structured with the company (lease purchase agreement versus purchase agreement).

The zoning designation of the property was asked. Mr. Smith replied that 90% of the property has the zoning designation of IT (Industrial Traditional) and a small piece of land across the street from Sylvia's with a zoning designation of CCT-1 (Commercial Corridor Traditional).

The number of job creation trying to reach was asked. Mr. DeLisle replied, 65.

The question was asked if certain HUD requirements will be included in the RFP. Mr. DeLisle stated for clarification that HUD does not require any specific language to be included in the RFP but does require the creation of 65 jobs.

V. Staff Presentation on Proposed Community Redevelopment Plan for the Southside CRA

Rick Smith gave a PowerPoint presentation of the proposed Community Redevelopment Plan. The proposed Plan will go before the Community Planning & Preservation Commission on April 14th for their finding of consistency with the City's Comprehensive Plan and City Council/ CRA will take action on the Plan on May 21st as well as establish a trust fund on June 4th. The Pinellas County Board of County Commissioners will be

asked to approve the Plan and requested trust fund on June 2nd. Mr. Smith then answered questions by the

Committee Members.

Mr. Smith outlined the following items in the resolution to which the Committee will be voting on: recommend that the CAC adopt the Community Redevelopment Plan; sunset and supersede the four existing community redevelopment plans within the CRA; amend the original request to Pinellas County to establish a single TIF district instead of two (can accomplish through amending the Interlocal Agreement with them); and to be more consistent with the name, rename it to the "South St. Petersburg CRA."

A discussion took place regarding the comments from the Pinellas County Board of County Commissioners and questions were answered.

VI. Public Comment on Community Redevelopment Plan (3 minutes per speaker)

Maria L. Scruggs, 980 Melrose Ave S and representing Happy Workers – once this process expands, hopes to have a specific focus on quality early child education; there are direct ways to support quality education as well as the authority to leverage public funds; take this opportunity to invest in the people and businesses in south St. Petersburg.

Gypsy Gallardo, 2900 DeSoto Way S and focused on The 2020 Plan – loan dollars received; the neighborhood stabilization program did not focus on community-based contractors; leverage strategy.

Frank Wells, 3439 – 40th Way N and representing Venture House – a non-profit organization that redevelops housing, especially in the South St. Petersburg CRA zone.

VII. CAC Action on Proposed Community Redevelopment Plan

Committee Member Scruggs-Leftwich moved and Committee Member Jones seconded to approve the CAC Resolution recommending that the St. Petersburg Community Redevelopment Agency adopt the proposed Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area.

Motion was approved by a consensus vote.

VIII. Next Meeting

The next meeting of the CAC is Tuesday, June 9, 2015 at 6:00 p.m. in CR 100, City Hall.

IX. Future Meeting Dates

August 4, 2015; October 6, 2015; December 1, 2015, February 2, 2016; and April 5, 2016. All meetings begin at 6:00 p.m. in CR 100, City Hall.

X. Adjourn

With no further items to come before the Committee, the meeting was adjourned at 7:45 p.m.

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CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING

Council Chambers **April 14, 2015**
City Hall **Tuesday, 3:00 p.m.**

FOLLOW-UP AGENDA
(Revised 4/9/15)

COMMISSIONER MEMBERS:

Robert "Bob" Carter, Chair
Jeffery "Jeff" M. Wolf, Vice Chair

Christopher "Chris" A. Burke
Will Michaels
Ed Montanari
Gwendolyn "Gwen" D. Reese
Lisa Wannemacher

ALTERNATES:

1. Arnett Smith, Jr.
2. Thomas "Tom" Whiteman
3 Jeff Rogo T

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. MINUTES

Approved Approval of minutes from March 10, 2015 meeting

As written
7-0

IV. PUBLIC HEARING

Approved **A. Downtown Waterfront Master Plan** **Contact Person: Sharon Wright, 551-3396**

6-1 **Request:** Review of the Downtown Waterfront Master Plan for consistency with the St. Petersburg Comprehensive Plan.

Approved **B. City File SSPCRP-2015-1** **Contact Person: Rick Smith, 893-7106**

7-0 **Request:** Review of the Community Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area for consistency with the St. Petersburg Comprehensive Plan, pursuant to the requirements of Florida's Community Redevelopment Act of 1969.

Note: The following item (City File SNC 15-01) was deferred from the 3/10/15 meeting.

Approved **C. City File SNC 15-01** **Contact Person: Derek Kilborn, 893-7872**

7-0 **Request:** Street Co-Naming of a portion of 2nd Street, between 6th Avenue South and 5th Avenue North, to *University Way North* and *University Way South.*

Approved **D. City File FLUM 27-A** **Contact Person: Rick MacAulay, 551-3386**

7-0 **Location:** The subject property, totaling approximately 256 acres, is *generally* located along both sides of 34th Street South, between 30th Avenue South and 54th Avenue South, in the area known as the Skyway Marina District.

Request: City-initiated request to amend the Future Land Use Map designations **from** Planned Redevelopment-Commercial, Institutional and Residential Medium **to** Planned Redevelopment-Commercial (Activity Center), Institutional (Activity Center) and Residential Medium (Activity Center). *There are no Official Zoning Map changes proposed.*

Approved **E. City File: LGCP-2015-01** **Contact Person: Rick MacAulay, 551-3386**

7-0 **Request:** City-initiated amendments to the Comprehensive Plan pertaining to Section 1.7, Definitions; and Chapter 3, Future Land Use Element.

Approved **F. City File: LGCP-2015-02** **Contact Person: Rick MacAulay, 551-3386**

7-0 **Request:** City-initiated amendments to the Comprehensive Plan pertaining to Chapter 3, Future Land Use Element and Map 20, Future Major Streets.

V. CPPC MEMBER AND/OR STAFF COMMENTS, ANNOUNCEMENTS

VI. ADJOURN

For additional information, please telephone 893-7871 or visit the St. Petersburg Planning & Economic Development Department on the 8th floor of the Municipal Services Building at One Fourth Street North.

DRAFT

South St. Petersburg
Community Redevelopment Plan

MAYOR/CRA EXECUTIVE DIRECTOR
Rick Kriseman

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)

Charlie Gerdes, Chair
Amy Foster, Vice Chair
Bill Dudley
Jim Kennedy
Steve Kornell
Wengay Newton
Karl Nurse
Darden Rice

ADMINISTRATION
Gary Cornwell, City Administrator
Alan DeLisle, City Development Administrator

DRAFT of ~~February 20,~~ April 13, 2015

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Project Description and Overview

The South St. Petersburg Community Redevelopment Plan is a multifaceted revitalization effort that embraces both traditional "placed-based" economic development strategies customary to redevelopment plans as well as "people based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg.

The South St. Petersburg Community Redevelopment Area was first established on June 20, 2013, when the City of St. Petersburg City Council approved Res. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners (BCC) approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Res. 13-186). On May 15, 2014, City Council approved the interlocal agreement (Res. 2014-207) and the BCC followed suit on May 20, 2014. At its June 3, 2014, meeting the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing a community redevelopment plan (Res. 14-43).

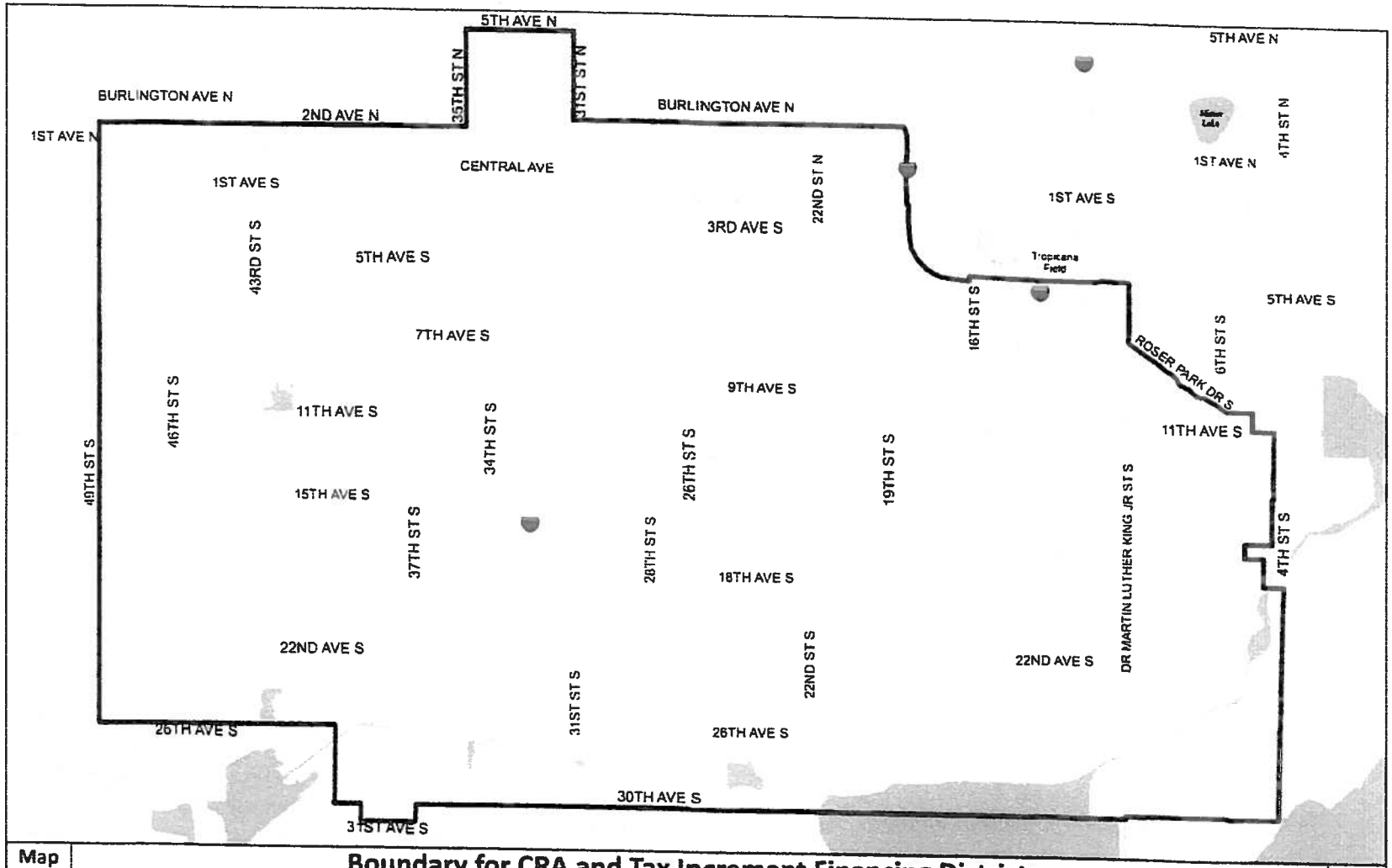
Boundary Description and Justification

The South St. Petersburg Community Redevelopment Area is generally bounded by 2nd Avenue North, Interstate 275, Interstate 175 and Booker Creek on the north; 4th Street South on the east; 30th Avenue South on the south; and 49th Street on the west (see Map 1-1 on page 2 and legal description in Exhibit ~~1~~A.) The 4,700-acre CRA is comprised of the Greater Childs Park Strategic Planning Area, most of the Midtown Strategic Planning Area, more than twenty neighborhood and business associations, four existing community redevelopment areas, and two Florida Main Street Districts. The community redevelopment area is also home to an estimated 33,620 people, or 14 percent of St. Petersburg's total population.[1]

The CRA boundary is loosely based on "Poverty Zone 5" from Pinellas County's "Economic Impacts of Poverty Report" (May 2012), which was the impetus for the creation of the South St. Petersburg CRA. Poverty Zone 5 also stretches from 38th Avenue North through Downtown, Greater Childs Park, Midtown, Harbordale and portions of Lakewood Estates and Greater Pinellas Point. The Zone 5 boundary includes both neighborhoods of genuine need as well as those that are flourishing.

While the Report demonstrates the economic distress in Poverty Zone 5, the criteria in Florida Statutes for establishing a community redevelopment area largely requires a demonstration of "blight" through physical evidence, such as deteriorated properties, disproportionate fire and emergency medical responses, inadequate physical development patterns, unsanitary and unsafe conditions, and falling lease rates. Consequently, staff undertook an analysis independent from

[1] U.S. Census Bureau's American Community Survey 2008-2012 5-year Estimates: DP05 Demographic and Housing Estimates. Where census tracts are split by the study boundary, estimates from are based on ESRI Business Analyst.



Map 1-1

Boundary for CRA and Tax Increment Financing District
South St. Petersburg Community Redevelopment Area

that of the Poverty Report, which led to the creation of a much smaller CRA boundary that represented only one-third the land area, one-half the population, and 18 percent of the taxable value of Poverty Zone 5. However, the rate of poverty in the CRA was 31 percent compared with a rate of 25 percent in Poverty Zone 5.[2]

Overview of Blight Study and Findings of Necessity

Pursuant to Sec. 163.340, F.S., *et seq*, the South St. Petersburg Blight Study identified two conditions that have advanced blight in the area and contribute to its economic underperformance: 1) declining property values and 2) deteriorated site or other improvements.

Declining Property Values

Florida Statutes state that blight conditions have been met if "aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions." Table 1-1 shows that the South St. Petersburg CRA has met the statutory requirement. Moreover, its sharp decline has been even more dramatic than the percentage decline in citywide assessed property values.

Table 1-1 Decline in CRA Aggregate Assessed Property Valuations, 2007-2012

	Assessed Value
Number of Parcels	14,833
2007 Total Assessed Value	$1,529,885,437
2012 Total Assessed Value	$892,494,604
Change in Assessed Value	($637,390,833)
% Change in South St. Petersburg CRA Value	***(41.7%)***
% Change in Citywide Value	***(22.3%)***

It is worth noting that if the decline in taxable value in South had simply mirrored that of the city, the City of St. Petersburg would have realized another $1.74 million in annual property tax revenue and Pinellas County approximately $1.3 million.

Deterioration of site or other improvements

Florida Statutes identifies "deterioration of site or other improvements" as another indicator of blight.[3] The blight study found that the South St. Petersburg CRA has a significantly higher rate of deterioration than does the city at large, and specifically a much higher concentrations of demolition and vacant/boarded cases than the rest of St. Petersburg.

Table 1.2 shows that the CRA has much higher concentrations of demolition and vacant/boarded cases – the most serious indicators of blight -- than the rest of St. Petersburg. The cases

[2] The CRA poverty rate was based on the 2007-2011 American Community Survey 5-year estimates. Data used throughout the South St. Petersburg Community Redevelopment Plan is drawn from the ACS's 2008-2012 5-year estimates.

[3] To quantify the extent of deteriorated properties in the study area, staff utilized information from the detailed code enforcement case database maintained by St. Petersburg's Code Compliance Assistant Department.

involving demolition of blighted properties in the CRA are more than ten times as prevalent as in the remainder of St. Petersburg.

Table 1-2 Deteriorated Properties in CRA and Rest of St. Petersburg, 2013 [4]

	CRA		Rest of City		
Type	#	#/1000	#	#/1000	Difference
Population (2012 est.)	34,730		212,943		
Code Enforcement Cases					
Demolition	101	2.91	61	0.29	1,015%
Vacant/Boarded	677	19.5	350	1.64	1,186%
Junk & Outdoor	66	1.9	231	1.1	175%
Property Maintenance	733	21.11	1,160	5.5	387%
Deteriorated Properties	*1,577*	*45.4*	*1,802*	*8.5*	*537%*

Vacant and boarded buildings are nearly twelve times as prevalent in the South St. Petersburg CRA. Furthermore, property maintenance and junk and outdoor storage cases in the CRA are also higher than the rest of St. Petersburg, but not to the same level of magnitude.

Summary of Redevelopment Program

The redevelopment program for the South St. Petersburg Community Redevelopment Plan centers on reinvigorating the housing market through rehabilitation and new construction; expanding opportunities for entrepreneurs, minority, women and disadvantaged business enterprises and small businesses; revitalizing commercial corridors to grow existing businesses and attract new ones; growing the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents.

To implement these goals, the Community Redevelopment Agency (Agency) will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

A major component of the South St. Petersburg Community Redevelopment Plan (Plan) is the establishment of a tax increment financing (TIF) district for the entire 7.4 mi.^{2} redevelopment area (see Exhibit 1 for legal description). After the establishment of a "base year", tax increment financing directs all future increases in St. Petersburg and Pinellas County property tax revenues generated within a TIF district into a special redevelopment trust fund. This increased revenue, known as the "increment", is then used to fund eligible redevelopment projects within the boundaries of the TIF district. The City will be contributing its entire tax increment within the South St. Petersburg CRA to the

[4] Note: Deteriorated property data is from April 2013. When the Blight Study was prepared in spring 2013, the population estimate for both the proposed CRA and City was based on a 1.1% increase over their ACS 2011 5-year estimate. This percentage increase is based on the difference between the 2012 BEBR population estimate for St. Petersburg and its ACS 2011 5-year estimate.

redevelopment trust fund over the ~~40~~ 30-year life of the Plan, and is requesting Pinellas County contribute ~~98~~5 percent of its increment, pursuant to Sec. 163.387(1)a, subparagraphs 1 & 2 of Florida Statutes.

~~Revenues from the TIF district will be used to assist the initiatives described above, particularly those supporting business development and job creation. This is a departure from the City's past policy of using TIF to fund public sector projects. With small businesses in the CRA starved for capital, TIF revenue can eventually provide some source of public funding for private projects that implement the goals and objectives of the Plan.~~

The City intends to direct the vast majority of TIF revenues generated from the South St. Petersburg district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, TIF abatements or other vehicles that help businesses leverage capital from diverse sources. The City also envisions providing funding assistance to governmental and non-profit entities that provide array of services supporting the intent of the redevelopment plan, including marketing and promotion, business assistance and loans, workforce development and job readiness. This is a departure from the City's past policy of using TIF to fund public sector projects. With small businesses in the CRA starved for capital, TIF revenue can eventually provide some source of public funding for private projects that implement the goals and objectives of the Plan.

The funding programs that will be pursued are described in Chapter 4 and are designed to address the compelling issues of blight facing the South St. Petersburg CRA, such as housing that is deteriorated, vacant and/or unaffordable, declining population and tax revenue, deteriorating commercial corridors, economic underdevelopment and unemployment, access to capital and a deficit of effective small business incentives.

The total cost for the redevelopment program funded by tax increment financing is expected to exceed $~~133~~ 66.8 million in 2015 dollars over the ~~forty~~ thirty-year life of the South St. Petersburg Community Redevelopment Plan but implementation of the program will be phased over many years with costs being impacted by inflation (see Chapter 4, Table 4-1).

Administrative Procedures Governing Use of TIF

Funding allocations to each TIF program identified in Table 4-2 in Chapter 4 will be made through the annual budget approval process based on the priorities of the St. Petersburg Community Redevelopment Agency. Procedures governing the administration of each program will be developed after the St. Petersburg City Council and Pinellas County Board of County Commissioners adopt the South St. Petersburg Community Redevelopment Plan in 2015. For each program, these will include funding caps, eligible properties and expenses, award type (matching grant, loan, full grant, ~~and~~ or an ~~TIF~~ ad valorem property tax rebate), evaluation benchmarks, source of

increment to be used (City, County, or both) and administration and enforcement. After receiving recommendations from the South St. Petersburg CRA Citizens Advisory Committee and St. Petersburg Community Redevelopment Agency, St. Petersburg City Council must approve a specific program's procedures by resolution prior to any expenditure being made from it.

Pinellas County's June 2014 policy limits the types of projects and programs on which its tax increment can be spent, but does allow the City of St. Petersburg more discretion in using its increment to implement the redevelopment plan. To ensure transparent accounting in the use of County increment revenues, the annual tax increment from the City and County will be deposited in separate accounts within the Redevelopment Trust fund to more easily track expenditure of County revenues. Each project funded with County increment will be identified and included in the annual report to the Pinellas County Board of County Commissioners.

Status of Existing Community Redevelopment Plans

Over the past three decades, the City of St. Petersburg created four community redevelopment areas within the boundaries of the South St. Petersburg CRA. These are noted below with their adoption dates.

- *16th St. South Revitalization Plan (1982)*
- *Dome Industrial Park Pilot Project (2000)*
- *Tangerine Avenue (2003)*
- *Dome Industrial Park (2007)*

These four redevelopment plans will be "sunsetted" and folded into the South St. Petersburg CRA upon adoption of the Redevelopment Plan. The specific planning strategies unique to each of these redevelopment areas have been included within the Redevelopment Plan where still relevant. (See Chapter ~~2~~5 for an overview of these and other planning efforts in South St. Petersburg.)

Redevelopment Roles

When delegated full redevelopment authority by Pinellas County after it approves the Redevelopment Plan, City Council will serve as the Community Redevelopment Agency (Agency) for the South St. Petersburg Redevelopment Area (CRA). City Council, after receiving recommendations from the Citizens Advisory Committee (see below) and the Agency, has the authority to amend the Redevelopment Plan. ~~However, some~~ Most amendments will require approval from the Pinellas County Board of County Commissioners (Board) as part of the delegation of redevelopment authority to the City. ~~These are~~ Other areas of authority retained by the County include:

- *Establishment of any trust fund;*
- *The addition of a new public improvement program funded by tax increment financing, not in the Plan as of the date of the original City Council adoption;*

- ~~*An increase in the total debt service requirements above that identified in the original Redevelopment Plan*~~*The issuance of any bonds or other indebtedness that pledges tax increment revenue; and*

- *An enlargement of the redevelopment area boundary.*

The following amendments will not require Board review, while still needing City Council approval by ordinance. Pinellas County staff will be sent the ordinances after their adoption.

- ~~*Amendments to the redevelopment program for the addition or deletion of projects or modifications to expenditures that are not funded by Pinellas County's increment of the redevelopment trust fund.*~~

- *Redevelopment plan changes that are required due to amendments to the City Charter, Code of Ordinances, Land Development Regulations, Zoning Map, or Comprehensive Plan.*

- *Modifications to the community redevelopment* ~~*program*~~ *plan that add graphics, such as maps or photographs, update data tables, or include contemporary development updates.*

Establishment of the CRA Citizens Advisory Committee

The South St. Petersburg CRA Citizens Advisory Committee (CAC) was established by an interlocal agreement between Pinellas County and the City of St. Petersburg that was entered into on June 3, 2014. The CAC is comprised of nine (9) residents, business and/or property owners, or other stakeholders from within South St. Petersburg. The mayor of St. Petersburg appoints six CAC members, subject to confirmation by the City Council. The Pinellas County Board of County Commissioners appoints three (3) CAC members.

The CAC's purpose is to advise the Agency on the redevelopment plan and any amendments thereto as well as advise the Agency on issues within the South St. Petersburg CRA. The CAC shall also advise the Agency on the development of administrative procedures that govern the tax increment financing program identified in Chapter 4.

Policy on Eminent Domain

Florida's Community Redevelopment Act once allowed localities to acquire by eminent domain private property within a community redevelopment area and convey it to private developers as a tool to remedy blight within the CRA. However, the City of St. Petersburg has a long-standing policy of only using eminent domain to acquire land as a last resort, preferring instead to negotiate with landowners to implement its revitalization goals.

The City's self-limiting policy was codified by Florida lawmakers in 2006, when through Sec. 73.014, F.S., the Legislature declared that

> *taking private property for the purpose of preventing or eliminating slum or blight conditions is not a valid public purpose or use for which private property may be taken by eminent domain and does not satisfy the public purpose requirement of s. 6(a), Art. X of the State Constitution.*

The Legislature was responding to the United States Supreme Court's decision in *Kelo v. New London, Connecticut* (2005), which upheld local government's right to condemn property for economic development purposes.[5] The Legislature's restriction was restated in amendments to several sections of the Community Redevelopment Act, including Sec. 163.335(7), 163.370, and 163.380, FS.

Now, Florida law permits localities to condemn property only for public "use" such as utilities, parking garages, stormwater facilities, infrastructure and roadways. Land condemned by localities for such purposes, but found to be no longer necessary may be conveyed to other parties, in accordance with the timelines and procedures set forth in Sec. 73.013(2)(a), FS.

Consistency with the Community Redevelopment Act

Section 163.362(1) through (11) delineates the required contents of all redevelopment plans. The section below details the consistency of the South St. Petersburg Community Redevelopment Plan with these requirements.

[5] see 125 S. Ct. 2655.

Legal Description

The boundaries for the South St. Petersburg Community Redevelopment Area are depicted in Map 1-1 and described in Exhibit ~~B~~A. The City of St. Petersburg based the boundaries on those identified for both the Midtown Strategic Planning Initiative (2002) and the Childs Park Strategic Planning Initiative (2007), areas that have historically been economically challenged. Those portions of the Midtown Initiative that overlapped with the Intown, Intown West and Bayboro Harbor community redevelopment areas were not included in the South St. Petersburg CRA.

Limits on Types, Size, Height and Use of Buildings

All renovation and new construction in the South St. Petersburg Community Redevelopment Area shall be consistent with the City of St. Petersburg's Comprehensive, Plan as well as being in accord with its Official Zoning Map, Land Development Regulations, the Florida Building Code, and all other applicable rules and regulations. (See Chapter 4 for an overview of the zoning and land development regulations that that affect each property within the community redevelopment area.)

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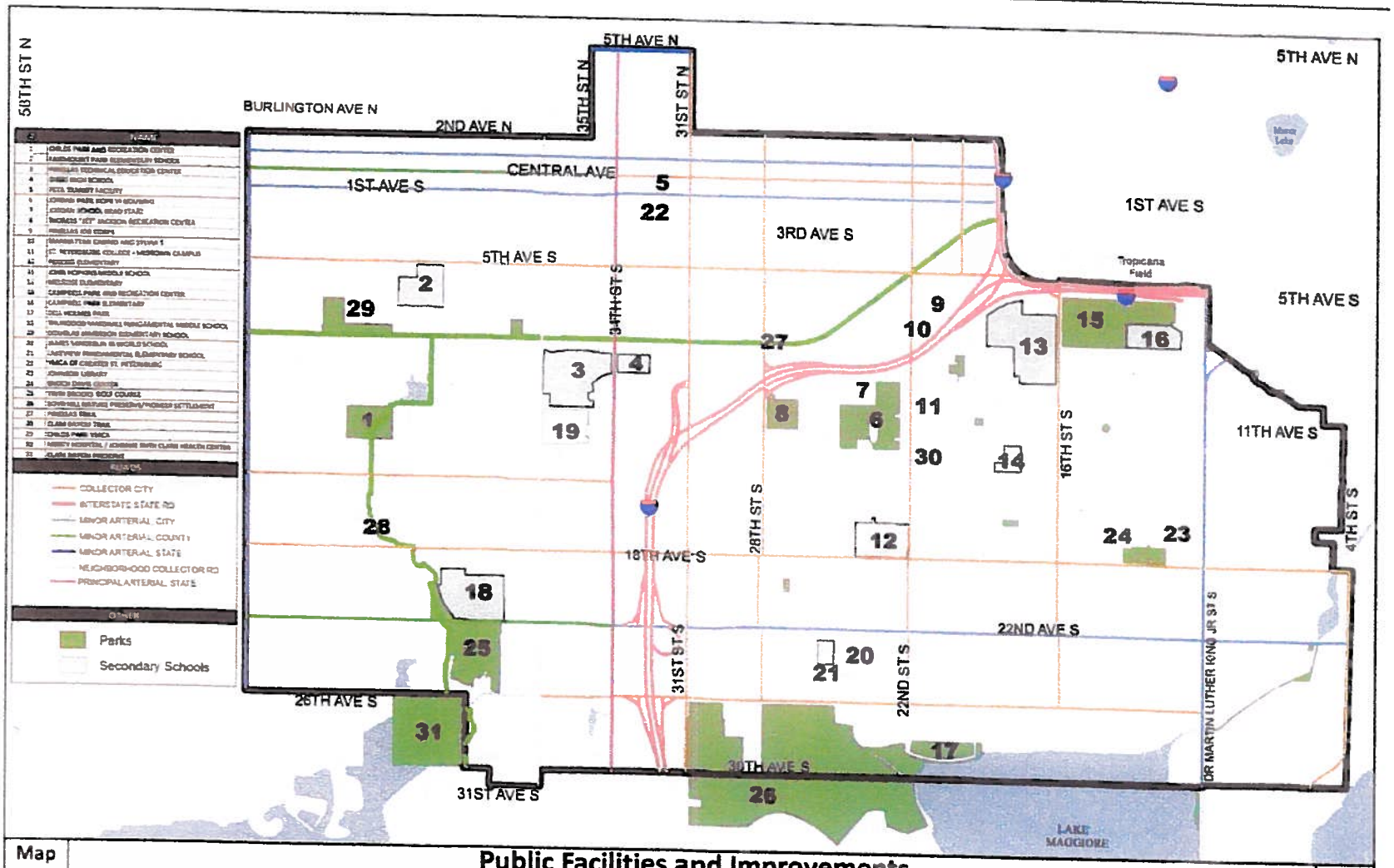


Map 1-2

Public Facilities and Improvements
South St. Petersburg Community Redevelopment Area

Approximate Number of Dwelling Units

Florida Statutes requires the depiction by diagram and in general terms the approximate number of dwelling units. fact, nearly 80 percent of all housing is single-family, with another 10 percent in buildings comprised of two to four units. For a general location of housing within the CRA, see Map 4-1.

Identification of Open Space, Street Layout and Public Uses

Section 163.362(a) & (d) of Florida Statutes require redevelopment plans to show by "diagram and in general terms" such property as is intended for use as open space public parks, recreation areas, streets, public utilities and public improvements of any nature. The South St. Petersburg CRA is fortunate to contain a wealth of public open space, recreational, educational, and general government facilities, including those owned by local, school board, county and federal agencies. These have been detailed on Map 1-2 below. The South St. Petersburg Redevelopment Program has not identified new public uses that will be funded by tax increment financing, but the Plan can be amended to respond to opportunities that may arise in the future.

Neighborhood Impact Element

When a community redevelopment area contains low or moderate income housing, Florida Statutes require a neighborhood impact element be prepared which *describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.*

This neighborhood impact element has been included as Chapter Five.

Publicly Funded Capital Projects

Publicly funded capital projects through tax increment financing in South St. Petersburg are designed to encourage and incentivize private enterprise to reinvigorate the housing market through rehabilitation and new construction; expand entrepreneurship and small business development; revitalize commercial corridors to grow existing businesses and attract new ones; grow the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents.
The tax increment financing programs described in Chapters 3 and 4 that will fund these and other activities will be created and approved by St. Petersburg City Council after the redevelopment plan is adopted.

Assurance that Plan will be Implemented

As per Chapter 163.362(5) and (6), F.S., all redevelopment plans must "contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan" and provide for controls and restrictions or covenants to ensure development in accordance with the plan.

With guidance of the Citizens Advisory Committee (CAC), the Agency will approve an annual work plan in conjunction with the approval of annual expenditures of the tax increment financing. The CAC will also develop measures of success that will be integrated into an annual report detailing the activities and accomplishments in South St. Petersburg.

The Agency will review all development proposals that are funded by tax increment financing for consistency with the South St. Petersburg Community Redevelopment Plan and the relevant City procedures governing use of TIF.

Retention of Controls on Land Disposed by Agency

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

The Agency may determine that it is in the best interest of the City to acquire such property for development by the City or disposition through competitive bidding. The Agency shall reserve such powers and controls through disposition and development agreements with the purchaser or lessee of the property as may be necessary to ensure that development conforms to this Plan.

Should any real property be owned, leased or otherwise come under the control of the City, the City's administrative staff will conduct supervision and management. The City shall enter into contracts, leases or management agreements as necessary to insure the preservation and maintenance of any such real property, and shall insure the greatest return feasible to the Agency.

Assurances of Replacement Housing

The City of St. Petersburg ensures fair and equal treatment of owners and tenants that are displaced as a result of the acquisition of property. In addition, the City provides further assistance to displacees through referrals to City-owned Jamestown Townhouses and Apartments, Public Housing, and Federally Assisted Housing. Displacees are also offered general real estate information and assistance.

City staff will provide technical and counseling assistance to displacees, both commercial and residential, in locating suitable replacement facilities which are comparable and within the tenants financial means and securing moving

expense bids or computing such expenses. Eligible residential displacees, having been displaced by "governmental action," may also have ready access to "assisted housing." City staff will provide assistance to appropriate agencies for this purpose.

Provision of Affordable Housing

Affordable housing is serious concern in South St. Petersburg, where 55 percent of all households and 73 percent of renters pay more than 30 percent of their income for housing costs. The South St. Petersburg Action Plan and Redevelopment Program direct the City to continue to work with developers and other agencies to provide affordable single-family and multi-family housing. An important part of this program is to use tax increment financing to assist renovation of existing multifamily units and build new ones as well as augment existing initiatives that provide single-family homeownership opportunities for low-to-moderate income residents.

Detailed Statement of Projected Costs

As described above, the estimated total cost for the redevelopment program funded by tax increment financing is expected to exceed $~~133~~ 66.8 million in 2015 dollars over the ~~forty~~ thirty - year life of the South St. Petersburg Community Redevelopment Plan. These projected costs are based on ~~both~~ the City of St. Petersburg contributing at least 95 percent and Pinellas County contributing ~~at least~~ ~~98~~5 percent of ~~its~~ their respective tax increment annually within the CRA to the South St. Petersburg Redevelopment Trust Fund~~, pursuant to Sec. 163.387(1)a, subparagraphs 1 & 2 of Florida Statutes~~.

In addition, the City of St. Petersburg will continue to publicly fund projects through its capital improvement program, which is annually approved by City Council, and is funded through general revenue, Penny for Pinellas or other non-TIF revenue sources. Based on approved expenditures for the 2015 Capital Improvement Plan, the City will expend $9.5 million on projects such as trail extensions and upgrades, neighborhood traffic plans, pedestrian crossing enhancements and sanitary sewer replacement (see Table 4-2).

Time Certain for Redevelopment

~~Under current Florida law, community redevelopment plans and tax increment financing districts established after July 1, 2002, have a time certain within forty years after the fiscal year in which the plan is approved. Thus, t~~The tax increment financing district and redevelopment trust fund for the South St. Petersburg Community Redevelopment Plan will expire on ~~May 21~~ June 11, 20~~5~~45.

Redevelopment Issues

High rates of poverty, unemployment, educational underperformance and lagging incomes underpin the socioeconomic problems facing South St. Petersburg and drive the other issues facing it such as vacant and boarded housing, higher rates of crime, and lagging business investment. Since 2000, the unemployment rate is 60 percent to 100 percent higher in the CRA, and the total and child poverty rate twice as high as the city rate. The CRA ~~graduation rate is half that of the City~~ has twice the city's percentage of residents without a high school diploma and less than half the percentage of residents have a Bachelor's degree or higher compared to the city. In addition, four public schools in the CRA have received failing grades from the superintendent of Pinellas County Schools. CRA Incomes also lag as per capita, household and family income levels are approximately 55 percent to 70 percent of the citywide rate.

The physical and market conditions of housing in the CRA also hinder its revitalization. The rate of vacant and boarded homes in South St. Petersburg is 12 times higher than the overall city rate. New housing is uneconomical to build with housing sales prices in late 2013 a full $20/sf less than the cost of building the same home. Rentals are also unaffordable with the median gross rent in the area only $60 less per month than the overall city, culminating in over 70 percent of the CRA rental households paying more than 30 percent of their monthly incomes in housing costs.

The socioeconomic conditions facing South St. Petersburg cause higher instances of Part I and Part II crime. The incidence rate of robbery, aggravated assault, burglary, simple assault, vandalism, and weapons charges are all more than double the overall city rate. This creates a challenging climate for business and housing reinvestment.

Finally, lower household and per capita incomes in the CRA reduce the purchasing power of residents available to its many small businesses that rely on nearby neighborhoods for their consumers. Moreover, like elsewhere in St. Petersburg, many businesses in the CRA that would like to expand are located along older and narrower commercial corridors abutting residential neighborhoods that are often resistant to commercial intrusion.

Issues Identified at CRA Public Workshop

On October 13, 2014, the South St. Petersburg CRA Ad Hoc Planning Committee convened a public workshop to elicit ideas and information from the community on issues affecting South St. Petersburg as well as goals and action strategies to address them. Approximately fifty participants were in attendance and were rotated among four different subject areas in order to ensure the broadest range of opinion. These subject areas were

- *Housing and Neighborhood Revitalization*
- *Public Safety*
- *Economic Development*
- *Community Empowerment and Enrichment*

The community input was widely varied and dealt with such issues as vacant and boarded housing, healthy food access,

weapons proliferation, access to capital, small business and entrepreneurial training, health care availability and educational programming for children, many discreet to the particular topic areas. Several issues crossed over two or more topic areas. These included

- *Lack of access to capital*
- *Poor transportation access*
- *Poor perception/marketing of South St. Petersburg*
- *Neighborhood organization and ownership*
- *Unemployment/Underemployment*
- *Underperforming Schools*
- *Crime Prevention/Community Policing*

The range of issues discussed has been summarized in Table 2-1. These issues also are identical with or track those that will be discussed below that have emerged from an analysis of data and policy affecting South St. Petersburg over the last several years.

Income and Poverty Issues in the CRA

Nearly all of the issues that will be identified below are underpinned or magnified by poverty. The high poverty rate drives the comparatively low incomes across all measures including per capita, median household, and median family incomes. ~~More~~ As important than as the economic impacts of poverty are its social effects that undermine families' efforts to achieve the American dream and set in place a dynamic that reproduces poverty across generations.

The social and economic impacts of poverty were clearly ~~identified~~ inventoried in the findings of Pinellas County's May 17, 2012, study entitled "The Economic Impact of Poverty" (Poverty Report) that identified a large area of St. Petersburg as the largest of five Poverty Zones in Pinellas County. These five "at-risk" communities all had more than 19 percent of its residents living at or below poverty; the low-income individuals residing within these zones account for approximately 45 percent of the County's total low-income population.[1] (As noted in Chapter One, St. Petersburg's poverty zone identified in the Pinellas County study has three times the land area and over twice the population of the South St. Petersburg Community Redevelopment Area, but a lower poverty rate.)

While recognizing that low income individuals reside within all parts of the county, the ~~study~~ Poverty Report noted that the effects of poverty and the social patterns and costs associated with it are compounded greatly in areas of high concentration. The ~~study~~ report concludes that

> *these effects are amplified by raising children in poor environments, which contribute to poor development, increased illnesses, lower educational attainment, lack of recreational activities and role models, disengagement in the community, lower paying jobs, risk of homelessness, increased arrests and recidivism rates, and a lower lifetime monetary contribution to society.*

[1] The other communities are East Tarpon Springs, Clearwater's North Greenwood, the Highpoint area west of St. Petersburg/Clearwater International Airport and north of Ulmerton Road, and the Lealman corridor.

Table 2-1 Redevelopment Issues Identified at South St. Petersburg CRA Workshop (October 13, 2014)

Issue	Economic Development	Housing and Neighborhoods	Community Empowerment	Public Safety
Lack of -or Access to- Capital	✓	✓	✓	
Poor Transit Access	✓	✓	✓	
Perception of South St. Petersburg/Poor marketing of successes	✓		✓	✓
Community ownership in neighborhood, crime watch		✓	✓	✓
Unemployment/Underemployment – Livable Wage	✓	✓		
Linking People with Jobs – Job Bank & Transit	✓	✓		
Underperforming schools/Deficits in Kindergarten Readiness/Early child rearing	✓		✓	
Lack of Crime Prevention/Community Policing		✓		✓
"Broken Windows" - dumping/loitering/prostitution		✓		✓
Ex-offender workforce reentry	✓			
Long walks to school through crime ridden areas				✓
Lack of a Midtown-specific Strategy	✓			
Relevant Business Retention Strategies for Small Business.	✓			
Deficits in entrepreneurial training and encouragement	✓			
SPPD – Demeanor, speeding in neighborhoods, sensitivity				✓
Weapons				✓
Vacant Land and Housing		✓		
Landlord/Tenant Issues		✓		
Lack of New Construction		✓		
Homeowner Education		✓		
Mixed Income Housing		✓		
Homeless Housing		✓		
Poor mental/Physical Health – diabetes/obsesity/PTSD/misdiagnosis of children			✓	
Health care availability			✓	
Healthy food access and education			✓	
Flexibility in after school programs and parent/teacher meetings			✓	
Focus on STEM reduces time for interpersonal growth/no recess			✓	
Frequent change in grading systems/difficult tracking measures			✓	
Need year-round schooling			✓	
Documentation Issues – inability to get food stamps/access training			✓	
Treatment of families receiving services			✓	

That statement tolls an ominous bell for the economic prospects of the next generation of working adults in South St. Petersburg, where an estimated 45 percent of its children live below poverty (see Table 2-2 below). This high rate cannot be explained by the impact of the Great Recession since the child poverty rate for South St. Petersburg was 39.7 percent in 2000 at the end of the 1990s technology boom.[2] Moreover, a review of the demographic structure of South St. Petersburg indicates that nearly one-third of its population is under 20 years of age and at serious risk of suffering the debilitating effects on their economic future caused by poverty.

In addition to the personal costs of poverty, the Poverty Study notes the there are significant social costs as well. Research from the Center for American Progress in 2007 identifies a correlation between childhood poverty and the experience of poverty later in life. As a result, the annual economic cost to the United States associated with adults who grew up in poverty is $500 billion per year, or 4 percent of the Gross Domestic Product (GDP). In Pinellas County, the cost of poverty is $2.5 billion annually, due to the economic cost of high crime rates, poor health, and forgone earnings and productivity associated with adults who grew up in low-income households.[3] The high cost of poverty suggests that ~~the investment of~~ investing significant resources in poverty reduction might be more socially cost-effective over time, than those targeted at combating the adverse outcomes of poverty.

The Poverty Report found that residents within the at-risk communities face interrelated social, economic, and geographic challenges that compound the problems they have to overcome. These include inadequate transportation, limited access to food and health care, poorer health, lower educational attainment, increased crime rates, high unemployment and inadequate and insufficient housing. Among these issues facing the impoverished, insufficient transportation, costly housing and low educational attainment are at their root. The section below examines the extent to which these issues exist in South St. Petersburg.

Income Comparisons between CRA and City

Since 2000 and likely before, South St. Petersburg has persistently lagged behind the rest of the city across all income measures. Be it median household, median family, married couple or per capita income statistics, South St. Petersburg residents have roughly attained 50 percent to 75 percent of the citywide measure (see Table 2-2). Moreover, during the first decade of the 21st century, when the real incomes of most St. Petersburg (and indeed, American) households stagnated or declined, South St. Petersburg households suffered an even greater decline. As Table 2-2 shows, median household, median family income, and per capita income decline between 2000

[2] U.S. Census Bureau. American Community Survey, 2007-2011. 5-year Estimates. S1701 - Poverty Status in Past 12 months. U.S. Census Bureau. Census 2000. Table PO 87-Poverty Status in 1999 by Age. Where Census tracts were split by the CRA boundary, staff used population data from ESRI estimates and applying poverty percentages from underlying Census data.

[3] Pinellas County Department of Health and Community Services, *Update on the Economic Impact of Poverty Report for the Pinellas County Board of County Commissioners* (2013), 4.

Table 2-2 Unemployment, Income and Poverty Data in South St. Petersburg CRA and City of St. Petersburg, 2000 and 2012

	2000			2012			Income Change, 2000-2012	
	CRA	% of City	City	CRA	% of City	City	CRA	City
Unemployment Rate	10.7%		5.2%	17.2%		10.8%		
Income Measures								
Median Household Income	$30,948	*67.3%*	$45,989	$28,419	*63.5%*	$44,756	-8.2%	-2.7%
Median Family Income	$35,158	*61.2%*	$57,422	$34,088	*59.1%*	$57,702	-3.0%	0.5%
Married Couples	$52,207	*75.1%*	$69,561	$51,376	*70.3%*	$73,119	-1.6%	5.1%
Per Capita Income	$14,756	*52.6%*	$28,057	$14,438	*51.9%*	$27,825	-2.2%	-0.8%
Income Source								
Mean Household Self Employment Income				$19,971		$29,148		
Mean Household Social Security Income				$12,941		$15,528		
Mean Household Supplemental Security				$9,388		$9,154		
Mean Household Cash Public Assistance				$3,335		$3,308		
Households on Food Stamps or SNAP				3,777		13,472		
% of population				11.2%		5.5%		
Poverty								
Total Population	29.1%		13.3%	32.6%		16.1%		
Under 18	39.7%		19.5%	44.9%		23.1%		
18 to 64	13.9%		7.2%	28.3%		15.0%		
65 and older	23.4%		10.8%	23.8%		11.9%		
Poverty by Education Level								
Population 25+ below Poverty	22.8%		10.9%	24.8%		12.7%		
Less than High School Graduate	11.9%		4.2%	36.0%		27.5%		
High School Graduate or Equivalent	7.2%		3.4%	27.0%		15.8%		
Some College/Associates Degree	3.1%		2.3%	18.0		10.3%		
Bachelor's Degree or Higher	0.5%		1.0%	9.6%		5.4%		

Source: **Unemployment**: U.S. Census Bureau. Census 2000 and American Community Survey, 2008-2012, 5-year estimates (2008-2012 ACS), Table DP03. **Income:** 2000 income data has been adjusted to 2012 levels. Census 2000, QT-P33: Income in 1999 by Selected Household, Family, and Individual Characteristics and U.S. Census Bureau. 2008-2012 ACS, Tables S1903: Median Income in the Past 12 months and B09010: Receipt of SSI, Cash Public Assistance Income, or Food Stamp/SNAP in the Past 12 months. **Poverty:** Census 2000. Table PO 87-Poverty Status in 1999 by Age and Summary File 4. PCT-145 - Ratio of Income in 1999 to Poverty Level by Age by Educational Attainment for Population 18 years and over. 2008-2012 ACS, S1701 - Poverty Status in Past 12 months.

and 2012 was several times larger in South St. Petersburg than that of the city. In addition, married couple families in St. Petersburg saw their real incomes rise between 2000 and 2012 by 5 percent, while in the CRA they *declined* by -1.6 percent.

Unemployment

According to Table 2-2, the unemployment rate in South St. Petersburg has been significantly higher than the citywide rate at least since 2000. Based on Census data, the CRA unemployment rate of 10.7 percent in 2000 was more than double the city rate of 5.2 percent, while in 2012 the CRA rate was 17.2 percent, or 60 percent larger than the city rate. (Note that the above figures are based on either decennial census or American Community Survey data. The most accurate unemployment data comes from the Quarterly Census of Employment and Wages, which only tracks employment data at the citywide level or larger.)

The employment data above relates to the entire workforce between 16 and 65 and drives home the impact of the Great Recession, which battered the region's construction, finance and manufacturing industries. However, analyses of youth unemployment indicate an even greater impact on young adults and teenagers. According to a recent Brookings Institution report, the employment rate for young Americans in the 100 largest regions has plummeted over the last decade, with the decline being even more drastic in the Tampa Bay region. Between 2000 and 2012, the employment rate for youths between 16 and 24 in the region dropped from its place in the top one-third of all large MSAs into the bottom 25 percent.[4] Reintegrating teens and young adults into the workforce at levels last seen in 2000 would substantially reduce the region's unemployment rate and provide our youth with the training needed to continue career advancement.

Educational Underachievement

Reducing poverty by improving educational attainment among our citizens is vitally important to withstand these economic challenges. The authors of the Poverty Report note that

> *poverty is linked to lower educational attainment within a community and affects individuals from early childhood...In addition, they are more likely to live in neighborhoods that have limited resources and low-performing schools. Neighborhoods with concentrated poverty impede children from socializing, having positive role models, and experiencing other factors crucial for healthy child development.*

Over the last forty years, St. Petersburg as a whole has seen continual and marked improvement in educational achievement at both the secondary and post-secondary levels. In 1970, only 51.5 percent of residents over the age of 25 had graduated from high school, while by 1990 that figure was slightly over 70 percent. By 2012 the figure had risen to nearly 88 percent of the city's adult population (up from 81 percent in 2000). This

[4] The Brookings Institution. *The Plummeting Labor Market fortunes of Teens and Young Adults,* March 2014.

high school graduation rate exceeds that of Florida and the United States.[5]

Table 2-3 Educational Attainment in CRA and City, 2000 and 2012[6]

	2000		2012	
	CRA	City	CRA	City
Education (Population 25+)				
<HS Graduate	37.3%	18.1%	24.8%	12.2%
HS Grad or Equivalent	33.3%	28.0%	37.7%	29.0%
Some College/AA Degree	22.1%	31.1%	24.1%	30.7%
Bachelor's Degree	4.5%	14.8%	9.5%	18.6%
Master's/Professional or PhD	2.8%	8.0%	3.8%	9.4%
Bachelor's Degree or Higher	*7.3%*	*22.8%*	*13.3%*	*28.1%*

Although educational attainment levels in South St. Petersburg have not yet reached citywide levels, Table 2-3 above demonstrates substantial improvement in the last decade. Since 2000, residents of South St. Petersburg without a high school degree have declined by 34 percent.

Post secondary educational achievement has also improved in both the CRA and St. Petersburg proper. Since 1990, St. Petersburg has seen a 48 percent increase in its residents who attained bachelor's, graduate and/or professional degrees. In addition, with 28.1 percent of its residents with bachelor's degrees or better, the city's level of higher educational attainment exceeds that of Pinellas County, the Tampa Bay region and Florida. Among the eleven cities with a population of 25 year olds greater than 100,000, St. Petersburg ranks fifth, with Fort Lauderdale (32.7%) taking honors for the highest percentage of residents who achieved a bachelor's degree or higher among the state's larger cities.[7]

Within the CRA, the population with at least a bachelor's degree has risen by 82 percent since 2000. While still trailing the city in percentage of residents with a post-secondary degree, South St. Petersburg's rate of increase in educational performance eclipses that of the city since 2000.

Still, educational underperformance is a significant issue. The Tampa Bay region has a mediocre educational attainment record in comparison with other metropolitan regions. A 2006 Brookings Institution study of the country's 100 largest metropolitan statistical areas found that the Tampa Bay Area's percentage of bachelor's degree attainment ranked 79th in the United States. The region improved slightly to 75th in 2010, and was tied with Grand Rapids, MI, and Little Rock, AR, but lagged the Miami, Orlando, Sarasota and Jacksonville regions.

This performance will have a drag on economic development as employers requiring a well-educated labor pool will seek out metropolitan areas with better educational attainment. This is particularly the case with industry sectors such as financial

[5] Information includes data from the Decennial Censuses of 1970, 1980, 1990 and 2000, and American Community Survey 2007-2011 5-Year Estimates. Table B15002 - Sex by Educational Attainment for Population 25 years and over.

[6] U.S. Census Bureau. Census 2000. QT-P20-Popgroup. Total Population: Educational Attainment by Sex. U.S. Census Bureau. 2008-2012 American Community Survey 5-Year Estimates. Table B15002: Sex by Educational Attainment for the Population 25 Years and Over.

[7] U.S. Census Bureau. American Community Survey 2007-2011 5-Year Estimates. Table 15002 - Educational Attainment. Tampa, Orlando and Pembroke Pines also finished ahead of St. Petersburg.

services, advanced manufacturing, information technology and medical services.

Public School Performance in South St. Petersburg

The South St. Petersburg CRA is also plagued by the failing grades given by the Superintendant of Pinellas Schools to four public schools in 2014. One is John Hopkins Middle School, while three are elementary schools. The three - Campbell Park, Fairmount, and Melrose –also received failing grades in 2013, with Melrose grading "F" since 2011. Notably, Campbell Park,

Table 2-4 Performance Grades for Public Schools in CRA, 2008-2014[8]

School	2008	2009	2010	2011	2012	2013	2014
Elementary Schools							
Campbell Park	B	C	C	C	D	F	F
Fairmount Park	B	C	F	D	D	F	F
D. Jamerson	A	A	B	A	A	A	A
Lakeview Fund.	A	A	A	A	A	A	B
Melrose	C	C	C	F	F	F	F
Sanderlin (PK-8)	C	C	C	D	B	C	A
Perkins	B	A	B	A	A	A	A
Middle Schools							
John Hopkins	B	B	C	B	C	D	F
T. Marshall	B	A	B	A	A	A	A
High Schools							
Gibbs	D	F	C	B	C	B	C
Boca Ciega	D	D	D	C	A	A	B
Lakewood	D	D	C	B	B	A	B
District Average	*B*	*B*	*B*	*B*	*B*	*C*	*C*

[8] Pinellas County Schools, November 2014.

Melrose and John Hopkins are located less than one-half mile from one another. Not surprisingly, the four schools are within or near Census block groups identified as pockets of high poverty where the poverty rate within the block group exceeds 31 percent (see Map ~~3~~2-1).[9]

Inadequate Transportation Access

Access to employment, health care, groceries and safe and affordable housing is critical among populations with limited resources, who often do not have a reliable method of transportation. Access to employment is especially critical since economies and labor markets are regional. According to the Florida Department of Economic Opportunity, the Tampa Bay region has an estimated 1.24 million jobs in December 2013.[10] Roughly 10 percent of those jobs are within St. Petersburg, and 24 percent are in Pinellas County, explaining why over 44 percent of St. Petersburg's workforce leaves the city everyday for work. However, only 35 percent of the workforce in South St. Petersburg leaves the city for work.

Table 2-5 below shows that approximately 8 percent of households with workers aged 16 or older in South St. Petersburg have no vehicle available, while 38.1 percent have only one vehicle, a combined percentage of 45.8 percent. The same combined percentage for St. Petersburg is 33.8 percent.

[9] Note: Map 3-1 is a compilation of data from Tables 2-4 and 3-8, foreclosure data drawn in November 2014 and 2012 Census block group data.
[10] The Tampa Bay MSA is comprised of Pinellas, Hillsborough, Manatee and Pasco counties.

Table 2-5 Select Transportation Data in CRA and St. Petersburg in 2012.[11]

	CRA	City
Vehicle Availability		
No vehicle available	7.7%	4.1%
1 vehicle available	38.1	29.7
2 vehicles available	39.5	47.2
3 or more vehicles available	14.9	19.9
1 or fewer vehicles available	*45.8%*	*33.8%*
Percentage Taking Public Transit	6.3%	2.4%
Commuting 20 Minutes or Longer	62.3%	52.7%
Percentage Leaving St. Petersburg for Work	34.7%	44.4%

Those who are transportation disadvantaged in South St. Petersburg have longer commutes, rely more on public transportation, and have less mobility than residents in St. Petersburg. With an employment market that is regional and the continued suburbanization of employment within the region, St. Petersburg's workforce must be geographically mobile to take advantage of all available employment opportunities. South St. Petersburg residents have less mobility accounting to some degree for their lagging income levels relative to the city.

Occupational Structure

A last driver of lower income levels is the occupational structure of South St. Petersburg's workforce, which drives income levels because occupations such as management, science, and sales generally command higher salaries than service and transportation jobs.

Table 2-6 Occupational Characteristics of Workforce in CRA and City, 2012[12]

	CRA	City
Total Workforce	11,915	116,547
Occupation Type		
Management, business, science & arts	23.4%	36.6%
Service occupations	31.3%	19.2%
Sales and office	25.2%	27.6%
Natural resources, construction, & maintenance	6.7%	6.8%
Production, transportation, and material moving	13.3%	9.9%

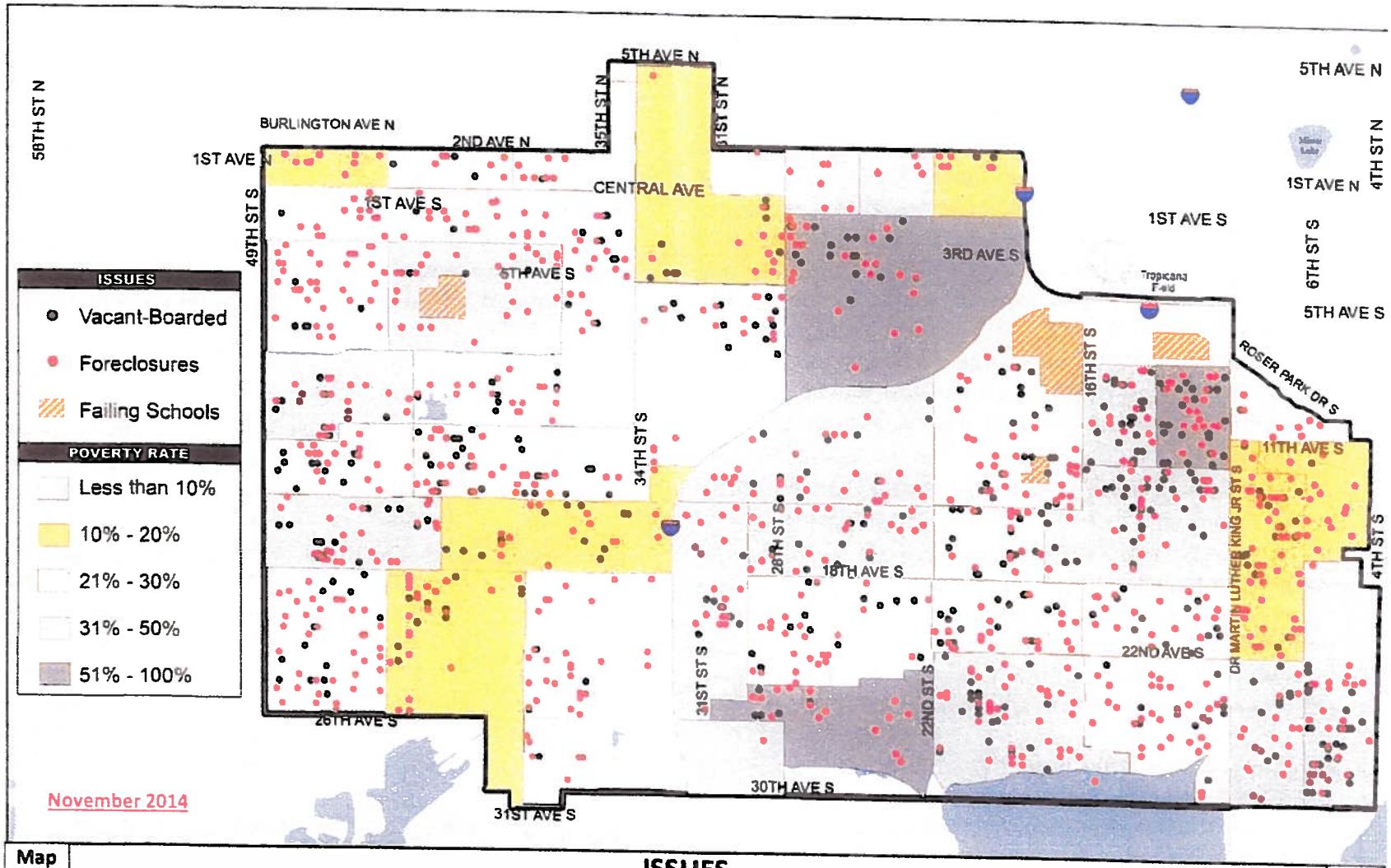
The occupational profile of South St. Petersburg's workforce indicates a tilt toward lower paying occupations than St. Petersburg at large, such as service and production work, and a lower percentage of higher paying occupations than the city such as management and business.

Public Safety

The perception of crime and threats of physical harm pose significant issues for revitalizing any community as they hinder reinvestment by businesses and families. Attendees at the October 13, 2014, CRA workshop highlighted the negative perceptions held by many inside and outside the CRA. Yet, the crime data for both Part I and Part II offenses within the CRA

[11] U.S. Census Bureau. American Community Survey, 2008-2012 5-Year Estimates. S0801 – Commuting Characteristics by Sex.

[12] U.S. Census Bureau. American Community Survey, 2008-2012 5-Year Estimates. C24060 Occupation by Class of Worker for the Civilian Employed Population 16 years and over.



Map 2-1

ISSUES
South St. Petersburg Community Redevelopment Area

Table 2-7 Difference in Crime Rates in CRA v. Rest of City, 2011-13[13]

	2011	2012	2013
Part I Crimes			
Criminal Homicide	6.6x	1.8x	1.7x
Sexual Assault	1.0x	0.6x	0.8x
Robbery	2.1x	3.2x	2.5x
Aggravated Assault	4.6x	4.8x	5.2x
Burglary	2.8x	3.0x	2.8x
Larceny Theft	1.6x	1.8x	1.5x
Motor Vehicle Theft	2.2x	2.2x	2.9x
Arson	6.1x	3.6x	4.1x
Part II Crimes			
Drug Offenses	1.8	1.9	1.4
Simple Assault	2.8	2.9	2.7
Suspicious Behavior	2.0	2.1	1.9
Parole/Probation	2.8	2.5	2.9
Vandalism	2.5	2.3	2.5
Weapons Violations	2.8	4.1	2.8

indicate a basis for these perceptions. The Part I offenses include criminal homicide, forcible rape, robbery, aggravated assault, burglary (including breaking or entering), larceny, motor vehicle theft and arson. These crimes are serious enough to be reported and provide a basis for comparing crime rates within and between communities. Table 2-7 compares the crime rate differential between the South St. Petersburg CRA and the remainder of the city, and illustrate a higher rate of Part I crime incidence in all categories except sexual assault.

[13] Uniform Crime Reports maintained by the St. Petersburg Police Department with incident report data mapped by Planning and Economic Development GIS staff.

With the exception of criminal homicide, the magnitude of difference has remained fairly consistent over the three-year period described. Noteworthy differences in crime rates between the CRA and city can be seen in aggravated assaults (5x), arson (4.5x), burglary (2.9x) and motor vehicle theft (2.5x).

Part II crimes are considered less serious and also more subject to underreporting. However, in the instance of vandalism, simple assaults, drug arrests and weapons offenses, they often reinforce negative images of the neighborhood. Over all of those categories of offenses, the CRA has significantly higher incidences of crime than the rest of the city.

Housing and Neighborhood Revitalization

Physically decrepit, inadequate and unaffordable housing as well as under investment are the final elements that magnify the problems associated with poverty in South St. Petersburg. Vacant and boarded housing is a blighting influence on the neighborhood by inhibiting investment while also removing vital housing supply from the market. When households pay too much for housing, it becomes a drain on the local economy as money that could be used to build financial assets or spent on groceries, clothing, or leisure and entertainment is spent on shelter. The Pinellas County Poverty Report indicates that "historically, housing expenditures exceeding 30 percent of household income have been an indicator of a housing affordability problem."

In 2014, as the city and country shake off the financial crisis of the late 2000s, housing may be the most important issue facing South St. Petersburg. The community redevelopment area is faced with problems related to housing condition and age, supply and marketability, and affordability that drag on efforts to improve the quality of life and investment conditions in the CRA.

Physical Condition

The South St. Petersburg CRA has a significantly higher rate of housing deterioration than does the city at large. To quantify the extent of deteriorated properties in the study area, City staff utilized information from the detailed code enforcement case database maintained by St. Petersburg's Code Compliance Assistant Department. The five-thousand cases currently being processed concern violations of property standards identified in Chapters 8, 16 and 29 of the City Code of Ordinances. The violations range from illegal units and sign citations to vacant/boarded and unsafe structures and those in unfit condition. City staff prioritized and mapped the violations most indicative of site and structural deterioration. The primary violations are "Demolition" cases, which are identified separately in Table 2-8. The "Vacant/Boarded" category includes cases related to securing structures, structures deemed unfit and unsafe, and those identified as vacant and boarded in the database.

The resulting analysis summarized in Table 2-8 shows that the CRA has much higher concentrations of demolition and vacant/boarded cases than the rest of St. Petersburg.[14] This is shown graphically in Map 2-1. Demolition cases are more than ten times as prevalent in the CRA ~~than~~ as the rest of the city, while vacant and boarded cases are nearly thirteen times as prevalent. Such housing conditions drive down the value of nearby properties and stifle private investment by making rehabilitation and new construction economically infeasible.

Table 2-8 Physical Condition of Housing in CRA Relative to St. Petersburg, 2014

	South St. Petersburg CRA		Rest of St. Petersburg		
	#	#/1000	#	#/1000	Difference
Population (2013 estimate)	*33,620*		*211,743*		
Codes Cases					
Demolition Cases	112	3.33	68	0.32	1,037%
Vacant/Boarded Cases	542	16.12	291	1.37	1,297%
Rate of Deterioration	**654**	**19.54**	**331**	**1.56**	**1,244%**

[14] Data was retrieved on September 2, 2014.

The adverse housing conditions in the South St. Petersburg CRA are magnified by the age of the housing stock relative to the city at large. As described in Table 2-9 below, the percentage of housing stock in the CRA older than 45 years of age is significantly greater than the city's percentage. Houses built before 1970 represent 80 percent of the stock in the CRA, but only 59 percent of the city. With critical housing systems such as roofs, plumbing, HVAC and electrical in need of replacement every 15-20 years, houses of this age generally will have gone through at least their third generation of upgrades, if properly maintained. In South St. Petersburg, reinvestment in and maintenance of housing is a challenge with household and per capita incomes well below that of the city.

Housing Supply and Market Conditions

The housing market in South St. Petersburg is also hindered by adverse financial conditions. First, according to an October 2014 estimate from the real estate tracking company Zillow, the percentage of owner-occupied homes with "underwater" mortgages (i.e., owing more than the house is worth) in CRA zip codes is approximately 50 percent to 100 percent higher than in Pinellas County. Homeowners in area codes primarily located in South St. Petersburg – 33705 (29%), 33711 (37%) and 33712 (32%) - are in significantly greater financial distress than Pinellas County (19%) homeowners. These three zip codes also rank among the top ten percent of zip codes in the United States with the highest rate of underwater mortgages. Since housing equity represents approximately three-quarters of Americans' net worth, the impact of "negative" equity among homeowners in the CRA has far-reaching economic implications on neighborhood revitalization through stalled or deferred maintenance in housing as well as reduced consumer expenditures and personal savings.

In addition, the foreclosure rate in the South St. Petersburg CRA is also ~~significantly~~ greater than the rest of St. Petersburg, when measured against total housing units in the CRA versus the rest of the city. The rate has declined from 140% in April 2013 to 122% in July 2014, but is still nearly one-quarter higher than the rest of St. Petersburg. (The foreclosure rate measured by #/1000 population is only slightly larger in South St. Petersburg than the city.)

The combination of high "under water" and foreclosure rates restricts the supply of housing since owners are unable to sell their homes without losing money. At the same time, housing prices are still weak in the CRA and unable to support private investment in new construction.

In 2013, the median cost to build a new single-family home was just under $80/sf, while the median sales price for homes built since 2002 was less than $40/sf, a "gap" that will inhibit new private investment. Even the lowest-cost home built in the past two years still cost $22/sf more than the median sales price of recent homes.[15]

The decline in residential construction over the last 10 to 15 years has been ~~precipitous~~ dramatic. Between 2003 and 2008, nearly $44 million in new residential construction took place in

[15] Pinellas County Property Appraiser's Office, November 2013.

the South St. Petersburg CRA, an average of more than $7 million/year. Another $12 million was invested in rehabilitation, or nearly $2 million/year. Since 2009, the decline has been precipitous, with only $2.5 million in new units permitted ($1.6 million in 2013 alone). On the other hand, housing, rehabilitation has ticked up, accounting for more than $5.5 million during the period.[17] Finally, public resources from the state and federal government to support housing initiatives, which could help close the gap, have been declining steadily since 2008. CDBG funding from US Housing and Urban Development, which supports the City's housing and economic development activities, has declined from $2.2 million in 2008 to $1.61 in 2013.[18] HUD's HOME Investment Partnership program funding, which supports homeowner assistance and rehabilitation, peaked in 2009 and 2010 at $1.4 million, but now is funded at less than $700,000.

Table 2-9 Comparison of Select Housing Characteristics in 2012[16]

Subject	CRA	City
Total Units	15,047	127,245
Occupied	78%	82%
Vacant	22%	18%
Tenure		
Owner Occupied	56.5%	61.6%
With mortgage	66%	66%
Median Monthly Cost	$1,141	$1,483
Without mortgage	34%	34%
Median Monthly Cost	$329	$478
Median House Value	$112,123	$156,500
Renter Occupied	43.5%	38.4%
Median Gross Rent	$848	$908
Housing Type		
1-unit	79.0%	61.2%
2 to 4 units	10.1%	7.0%
5 to 9 units	3.0%	5.1%
10 to 19 units	3.4%	7.8%
20 or more units	3.2%	16.0%
Other	1%	3%
Housing Age		
2000 to Present	4.1%	5.6%
1980 to 1999	5.9%	13.7%
1960 to 1979	34.7%	42.3%
Pre-1960	55.3%	38.3%
Pre-1970	*79.6%*	*59.3%*

[16] U.S. Census Bureau. American Community Survey, 2008-2012 5-Year Estimates. DP04 – Selected Housing Characteristics..

Housing Affordability

Housing affordability is a serious issue throughout St. Petersburg, but it is particularly stark in South St. Petersburg. Housing is considered unaffordable if 30 percent or more of household income is devoted to shelter. Table 2-10 below compares housing costs in South St. Petersburg with the city at-large. In 2012, the percentage of households with housing costs in excess of 30 percent of income was 55.0 percent in South Petersburg and 45.2 percent in the city, both rising sharply from 2000.

Not surprisingly, renter households in both the CRA and city were highly likely to be paying more than 30 percent of their income in housing costs – 73 percent and 56 percent

[17] City of St. Petersburg Construction Services and Permitting Division, 2014.
[18] The City did receive $2.4 million 2010, but that increase is anomalous to the trend of decline.

respectively. However, among owner-occupied households paying more than 30 percent of income, the South St. Petersburg and city percentage was nearly the same. What is notable, between 2000 and 2012, the percentage of households paying more than 30 percent of income rose 2.7 times greater throughout the city than in South St. Petersburg.
Housing affordability is also undermined by the large number of vacant and boarded housing in South St. Petersburg, approximately 650 in December 2014, which removes supply from the market and reduces competition for tenants among landlords. This dynamic partially explains why the median gross rent of $848/month paid by a tenant in South St. Petersburg is only $60 less than rent paid throughout the city (see Table 2-10).

Table 2-10 Housing Costs as a Percentage of Household Income[19]

	2000		2012	
	CRA	City	CRA	City
Total Housing				
< 20%	35.5%	41.7%	24.5%	31.6%
20 to 29%	19.5%	24.2%	20.5%	23.2%
> 30%	40.7%	31.3%	55.0%	45.2%
Owner Occupied				
< 20%	43.4%	50.6%	33.7%	36.4%
20 to 29%	20.8%	23.2%	23.9%	23.2%
> 30%	34.4%	25.3%	42.4%	40.4%
Renter Occupied				
< 20%	24.2%	28.8%	10.1%	19.5%
20 to 29%	17.6%	25.6%	17.2%	24.3%
> 30%	49.7%	39.9%	72.8%	56.3%

[19] U.S. Census Bureau. 2000 Census. Table DP-4-Profile of Selected Housing Characteristics. U.S. Census Bureau. American Community Survey, 2008-2012 5-Year Estimates. DP04: Selected Housing Characteristics.

Lack of Large Multifamily Complexes

An important source of affordable housing is larger multifamily complexes that can keep costs (and rents) lower due to the economies of scale with constructing and maintaining higher density units. Multifamily units also have the potential to lower transportation costs when located on transit corridors.

There is a lack of multifamily housing in South St. Petersburg. Throughout St. Petersburg, nearly 30 percent of all dwelling units are in complexes with five or more units, and 16 percent are in complexes with 20 or more units. In contrast, South St. Petersburg has fewer than 10 percent of its total dwelling units in multifamily complexes larger five units and larger, and only 3 percent in 20-unit or larger complexes (see Table 2-9). By the same token, nearly 80 percent of South St. Petersburg housing is detached single-family, and nearly 90 percent of its units are in four-unit buildings or smaller, compared with 68 percent of the city's units. Increasing the availability and quality of multifamily units would help to alleviate the serious housing affordability issues that are faced by renters in South St. Petersburg.

New Construction and Demolition Activity in CRA

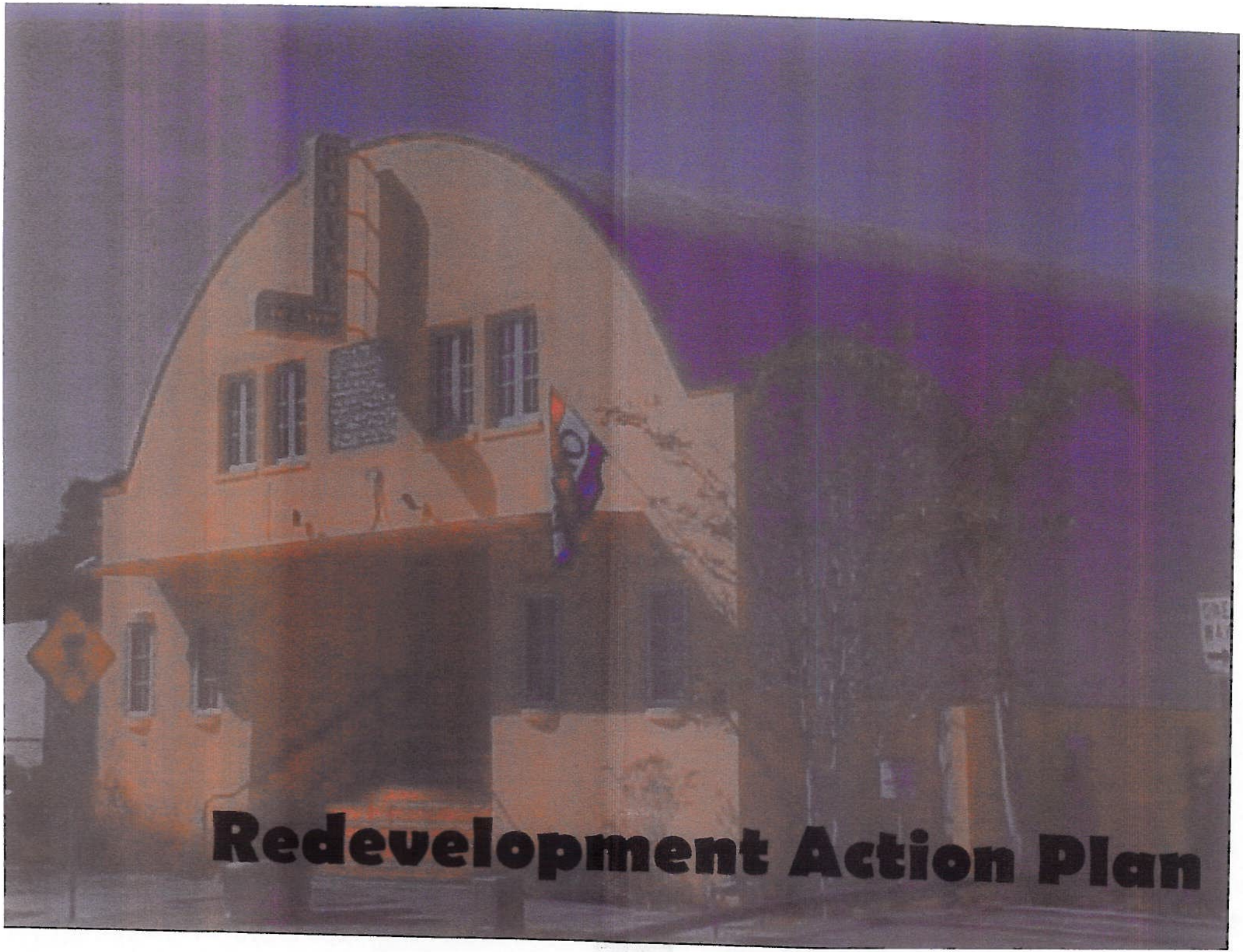
Demolishing derelict properties is helpful in resolving the physical and social impacts of blight. However, given the market conditions in the CRA where the cost of new construction greatly exceeds sales price, demolishing a home will often leave a property vacant for years, inhibiting the CRA's goal of increasing population and aggregate demand. Between

2005 and 2013, South St. Petersburg added 565 new units, but it lost to demolition another 441 units, for a net 124-unit gain.[20] With the large "gap" described above between the cost of constructing new housing and the price for which it can be sold, rehabilitation will be the most effective housing-delivery strategy in South St. Petersburg for the near term.

Widely Dispersed and Small Residential Landholdings

Economies of scale also affect the development of single-family residential. Homebuilders with large tracts of land in the suburbs are able to reduce per unit land and construction costs by buying the land in volume and hiring work crews for larger jobs. Such conditions are not available at this time in South St. Petersburg. Based on a November 2013 analysis, City staff found that there are more than 970 vacant residential parcels, which are widely dispersed throughout the CRA and total 160.6 acres. The average lot size of each is 7,200 sf, while the median lot size is 5,967 sf, about the size of a typical single-family lot in the city. Moreover, the ability to consolidate residential land is inhibited by the large number of separate owners, over 700. Small land holdings make it more difficult to consolidate land into a larger development site. In fact, there are only 38 locations where two or more adjoining properties have the same ownership that can consolidate their holdings into a larger bloc. This fragmented ownership pattern makes it more expensive to bring new housing to the CRA.

[20] City of St. Petersburg Construction Services Division, 2014.



Redevelopment Action Plan

The South St. Petersburg Community Redevelopment Plan is a multifaceted revitalization strategy that embraces both traditional "placed-based" economic development strategies customary to redevelopment plans as well as "people based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg.

To implement these approaches, the Community Redevelopment Agency will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

The total cost for the redevelopment program funded by tax increment financing is expected to exceed $~~133~~ 66.8 million over the ~~forty~~ thirty-year life of the South St. Petersburg Community Redevelopment Plan, but implementation of the program will be phased over many years with costs being impacted by inflation (see Table 6-1).

Business Development and Job Creation

The action plan for the South St. Petersburg Community Redevelopment Plan seeks to expand opportunities for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses; revitalize commercial corridors to grow existing businesses and attract new ones; grow the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improve the work readiness skills of residents.

Access to Capital

Lack of capital is the biggest challenge to growing and sustaining small businesses not only in South St. Petersburg but throughout Florida and the United States. The South St. Petersburg Redevelopment Plan continues the City's policy of marketing business incentives and finance opportunities such as SBA Loans and Enterprise Zone tax incentives, but also develops lending programs using tax increment financing to increase capital availability for businesses in the CRA.

1. Collaborate with financial institutions to develop a South St. Petersburg lending facility that pools resources to lower risk, streamlines bank approval and servicing procedures and provides a range of loans meeting the needs of the CRA, such as construction loans, microloans, working capital, and loan guarantees.

2. Create a "Tax Increment Financing Incentive Program" that will provide funding to the South St. Petersburg lending facility.

3. Support accredited Community Development Financial Institutions through funding and business support programs

to provide working capital for developers, non- profits and other businesses.

4. Investigate and report on areas of South St. Petersburg suitable for designation as neighborhood or business improvement districts pursuant to the "Safe Neighborhoods Improvement Districts Act" (Sec.163.501 *et seq*, FS).

5. Identify potential economic development initiatives in South St. Petersburg that could be funded by a HUD Section 108 Loan Guarantee Program.

6. Encourage and support efforts to establish informal financing mechanisms such as social lending or "crowdfunding" for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses in the South St. Petersburg CRA;

   - Maintain an information clearinghouse on small business investing programs.

   - Continue monitoring implementation of the crowdfunding provisions of the 201~~0~~2 JOBS Act by the Securities and Exchange Commission.

   - Convene education forums on SEC rules and regulations.

7. Establish a TIF Incentive Program providing enhanced financial incentives for businesses expanding or relocating into the South St. Petersburg CRA that hire workers from the CRA and/or source supplies from CRA businesses.

8. Develop a promotional strategy for advertising the TIF and educate appropriate staff on economic development incentives to share with businesses with whom they interact.

9. Continue providing information on private and public financing and incentives to small businesses in all stages of growth, from micro- to mature enterprises as well as lifestyle and growth.

10. Educate key "frontline" personnel in the development review, building permit, business licensing and other departments on available City financing and incentive programs.

11. Maintain an online database of local and regional financial institutions and links to their lending pages and interest rates to provide ready-made availability for local businesses.

12. Utilize tax increment financing revenue as a match for federal, state and other potential grant opportunities.

Small Business Support Strategies

Small businesses are major employers in St. Petersburg. Businesses that employ fewer than one-hundred employees are an estimated 97 percent of all establishments in the city, and represent over 45 percent of the city's total employment base. They are well represented in all industry sectors, such as information technology, electronics manufacturing, hotels and restaurants, arts and culture and financial services, and many

are high impact employers – gazelles -- that rapidly expand their market share and employment base in a short period and generate the vast majority of job growth in the economy.

Small businesses are an even more important presence in the CRA. In 2012q4, over 98 percent of all establishments, and 87 percent of its employment base were in businesses employing fewer than 100 workers. Improving the growth opportunities for small businesses in the CRA will lead to greater job creation. According to several studies, the vast amount of job creation occurs in smaller businesses, especially those employing fewer than 20 employees (see Edward Lowe Foundation/Economic Review of Federal Reserve Bank of Kansas City, 2007).

The Plan intends to support small business at three levels. First, reviewing, reforming and/or removing unnecessary regulations that hinder small businesses in their daily operation. Second, the City intends to work with its stakeholders to maintain and augment a small businesses network that fosters peer-to-peer learning among companies facing similar challenges. Finally, the City will create databases of suppliers and customers throughout Florida for local small businesses to access and provide business intelligence.

Regulatory Review and Reform

1. Continue reviewing City codes and encourage amendments and interpretations that promote business expansion and development, while ensuring existing buildings undergoing renovations, changes of use and/or additions meet all life/safety code requirements.

2. Develop a TIF Incentive Program that provides development assistance through rebates of fees, such as those for traffic impacts, building permit or development review.

3. Create a Business Assistance Team (BAT Squad) to deal with issues facing start-ups and small businesses such as zoning and building permits, business licensing, economic development finance and incentives, and workforce development.

4. Maintain and expand avenues for entrepreneurs, minority, women and disadvantaged enterprises, and small businesses to engage with policy makers – semiannual forums on permitting, regulation, taxes, Mayor's Action Line, Small Business Liaison Office, complaint and suggestion boxes.

5. Support amendments to the City's land development regulations that expand the scope of urban farming in residential neighborhoods to improve access to healthy food and spur entrepreneurship and small business development.

6. Continue the City's Brownfields program by identifying properties where redevelopment is hindered by perceived/real environmental contamination and providing all available assistance to ensure remediation.

7. Extend the "Urban Infill and Redevelopment Designation" of the Transportation Concurrency Area to include all of the

South St. Petersburg CRA to take advantage of reduced transportation impact fees.

8. Study expanding the SBE Certification Program to include the certification and utilization of minority and women business enterprises and disadvantaged business enterprises to remove barriers to participation for these firms in redevelopment projects, contracts and procurement of goods and services associated with the South St. Petersburg CRA Plan.

Networking, Mentoring and Community Outreach

1. Collaborate with the St. Petersburg Area Chamber of Commerce (Chamber), Tampa Bay Innovation Center, USF St. Petersburg, St. Petersburg College and other local and regional stakeholders to develop and expand their services offered to St. Petersburg business community.

2. Create a "Mayor's Business Assistance" program linking entrepreneurs and small business owners with local executives and successful business leaders to advise them on growth challenges.

3. Convene Small Business Forums to provide an opportunity for business owners to speak on issues that face them as well as provide information on new issues and opportunities confronting them.

4. Support, market and augment efforts by the community's business groups such as the Chamber of Commerce to recognize and celebrate entrepreneurs, minority, women and disadvantaged enterprises, and small businesses.

Business Support Services

1. Maintain and expand support services to start-ups and entrepreneurs, especially women and minority enterprises, through the Greenhouse in business plan development, feasibility analysis, marketing, mentoring and networking opportunities.

2. Increase outreach and continue to connect South St. Petersburg businesses with sources of technical assistance, such as the Greenhouse, CareerSource, and the Department of Labor Job Corps facility to improve small businesses' access to capital and labor pools.

3. Collaborate with anchor employers, such as All Children's John Hopkins, the University of South Florida-St. Petersburg and St. Petersburg College to identify local suppliers in South St. Petersburg and the city to serve their procurement needs.

4. Within one year, update and maintain the City's EQUI employment database to allow the City to monitor business and employment growth and development within the CRA.

5. Develop and maintain a specialized customers, suppliers and services database of St. Petersburg businesses to promote to local purchasing within the community and region.

6. Maintain a fund financed through TIF and other sources that would allow the City to respond to property acquisition opportunities as they become available.

7. Promote Pinellas County's PACE (Property Assessed Clean Energy) program to encourage businesses to install renewable energy equipment.

8. Develop a TIF Incentive Program for new small business incentives such as revolving funds for renovations relating to façade improvement or building code compliance; new development funding; loan programs and guarantees; and additional infrastructure improvements.

9. Develop a TIF Incentive Program that rewards companies locating in the CRA to hire residents from South St. Petersburg and/or buy from suppliers in the CRA.

Economic Gardening for Second-Stage Companies

1. Identify second-stage companies in South St. Petersburg using St. Petersburg Employment Database (SPED) and other data sources and target them for economic gardening.

2. Survey second-stage companies to determine their information needs.

3. Develop, promote and maintain customized information and data sources such as Lexis-Nexis, Dialog, Dun and Bradstreet, Costar for second-stage companies.

4. Recruit successful business owners for CEO roundtables that may include CEOs from different industries.

5. Foster "peer to peer" and mentor networks to connect second-stage companies with successful business owners that have navigated the same business challenges.

Marketing and Branding

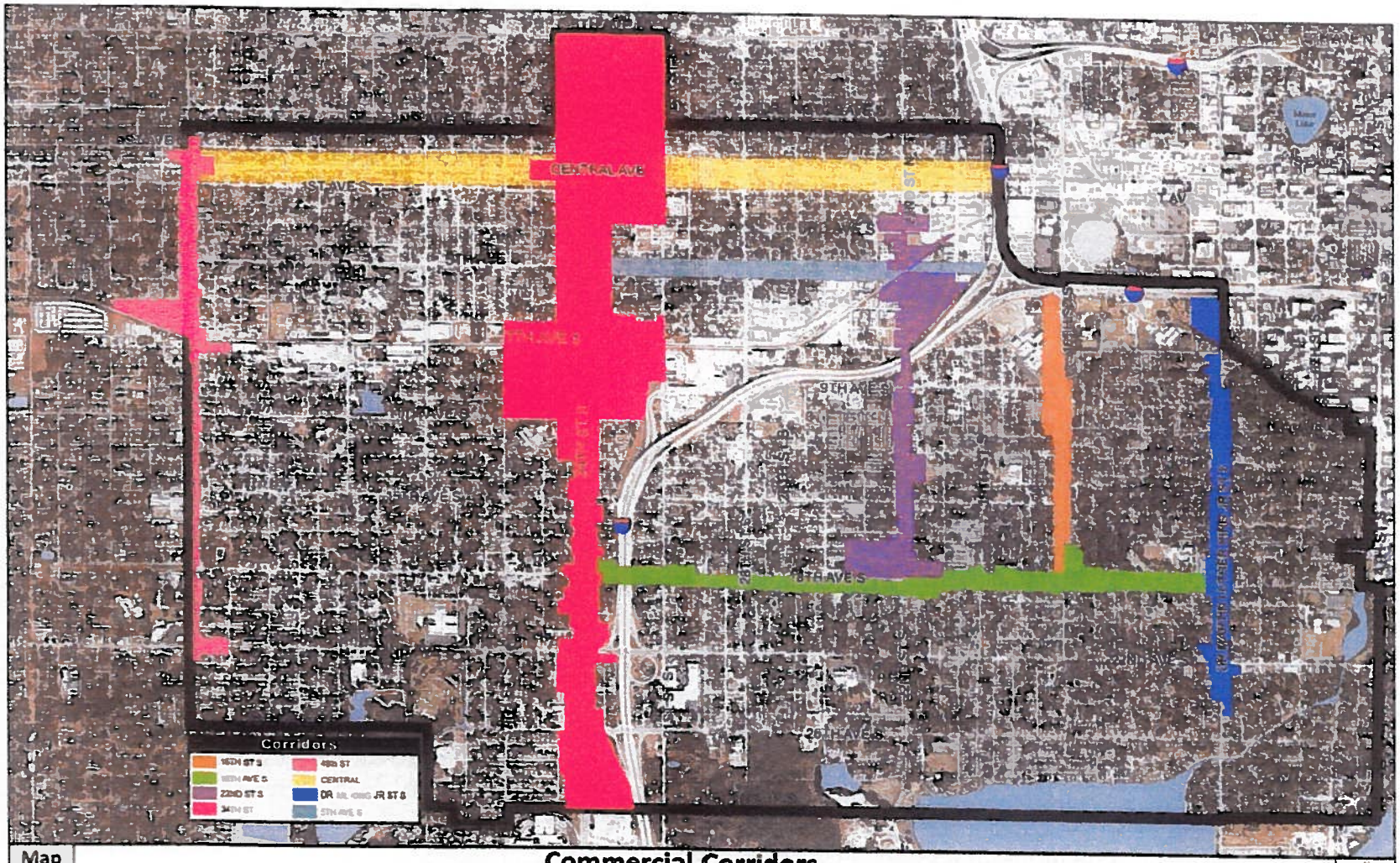
1. The City shall prepare marketing kits for distribution to aid all economic development and tourism marketing agencies to reflect the upgraded image of South St. Petersburg.

2. Inventory and market available sites and buildings within the South St. Petersburg CRA for economic development and housing development potential. Map and assess development intensity possibility. Market on all applicable websites.

3. Identify, map and market cornerstone businesses, potential land consolidation and building renovation opportunities for reinvestment and/or redevelopment.

4. Continue developing and enhancing the South St. Petersburg CRA asset map developed by the Neighborhood Services administration and utilize as a marketing tool to promote the many amenities that the CRA offers.

5. Develop a webpage for the South St. Petersburg CRA promoting its businesses and their products and services.



Map 3-1

Commercial Corridors
South St. Petersburg Community Redevelopment Area

6. Continue developing and marketing the identity of the South St. Petersburg CRA through signage and corridor improvements to include off-site directional signage.

7. Work with South St. Petersburg businesses to identify and fund key promotional strategies.

8. Support and provide TIF assistance to events or programs that market the CRA such as street, art and music festivals, community gardens and farmers markets.

Commercial Corridor Revitalization

Redevelopment and revitalization of South St. Petersburg's commercial corridors is essential for the CRA to meet its many needs and capitalize on its many opportunities (see Map 3-1). Corridors such as 22nd Street South, Dr. Martin Luther King, Jr. Street South, 4th Street South, 34th Street, Central Avenue, 16th Street South and Tangerine Avenue South will promote the creation and growth of small businesses, stimulate multifamily residential investment, revitalize their adjoining neighborhoods, provide an employment base and meet the consumer needs of the CRA and City.

Corridor Focused Business Retention Activities

1. Continue partnership with Eckerd College in the Business Corridor Program to support business startup, retention and expansion on the CRA's primary commercial corridors.

2. Develop and maintain socio-economic, demographic and market databases for the CRA corridors and their adjoining neighborhoods for their ready use by potential investors.

3. Involve neighborhood associations in the planning and organizing of revitalization activities and coordinate revitalization efforts along the commercial corridors with revitalization strategies for the adjoining neighborhoods.

4. Develop and support business associations for identified corridors, establish a formal planning process and stakeholder organization, and promote "Main Street" principles to better coordinate retail and commercial activity.

5. Create a shared commercial parking program along the CRA's primary corridors to facilitate reuse and expansion of space-constrained buildings unable to meet the City's parking standards.

6. To improve the economic viability of South St. Petersburg businesses, on a case-by-case bases allow for an increase of depth of commercial zoning along all primary commercial corridors in the CRA.

7. Promote the adaptive reuse of historic buildings whose zoning is inappropriate for the historic use and character of the building.

8. Pursue adaptive reuse or redevelopment of old motels and vacant and underutilized buildings.

Business and Corridor Appearance

1. Work with owners along primary commercial corridors in the CRA to maintain and upgrade their properties.

2. Develop TIF Incentive Program that will provide incentives to owners of land and buildings along the CRA's primary commercial corridors.

3. Establish a joint commercial corridor planning team with Gulfport to promote the unified identity and development of 49th Street South.

4. Identify infrastructure needs and upgrades for primary corridors, such as landscaped medians, wayfinding signs, entry gateways, on-street parking, sidewalks enhancements, plantings, and other investments to improve the "quality of place".

5. Extend the Dome Industrial Park gateway marker program to areas along 5th Avenue South, 31st Street South and 34th Street South.

6. Work with community groups and advocates to market the "Warehouse Arts District" to artists, businesses and customers through signage, gateway markers and other promotional efforts.

Multimodal Functionality and Pedestrian Scaled Design

1. Improve pedestrian circulation and safety along the major corridors employing a combination of streetscape elements including directional signage, landscaped medians, traffic calming, and sidewalks.

2. Encourage shared parking between adjacent uses along commercial corridors to reduce excessive curb cuts, increase walkability and create a safer environment for both pedestrians and automobiles.

3. To reduce conflicts between commercial development and surrounding neighborhood, utilize site design techniques, lighting and sound attenuation, landscaping, fencing and other means to provide adequate buffers and protections from surrounding residential properties.

4. Implement the "Central Avenue Revitalization Plan" for those portions lying within the CRA to promote
   - ~~the~~ continued evolution of the Central Avenue Corridor as a dense, mixed-use, transit-oriented development corridor.
   - ~~promote the~~ continued expansion of a multi-modal transportation network connecting surrounding communities.

- enhanced streetscaping and urban design amenities improve the appearance and perception of the Central Avenue Corridor.
- Central Avenue as a vibrant urban mixed-use corridor offering a full array of services and establishments.
- awareness and utilization of incentives, the Business Assistance Center programs, and economic development services.
- organizations for all seven Central Avenue districts that should prepare and implement plans and visions for their districts.

Manufacturing Development

Manufacturing is an important component of the American economy, spurring innovation, productivity, and new product development. It pays a higher-than-average wage, with 35% of all engineers in the U.S. working in manufacturing. It has historically been an avenue to the middle class for millions of American workers. St. Petersburg and Pinellas County are renowned in Florida and the nation for its manufacture of computer and office equipment, electronics components, and industrial and commercial machinery.

Industrial zoned land comprises nearly 300 acres, or 9 percent of the land area of South St. Petersburg, which is by far the largest nonresidential zoning category in the CRA (see Table 6-1). The largest concentration of industrial land is east of 34th Street South, with a roughly four-block wide swath straddling the length of the Pinellas Trail in Childs Park west of 34th Street South.

The South St. Petersburg Redevelopment Plan proposes to continue the strategies for the Dome Industrial Park with an emphasis on business retention and attraction through land assembly and disposition, infrastructure upgrades and marketing.

Land Acquisition and Disposition

1. Continue land assembly opportunities in the Dome Industrial Park to facilitate business retention, expansion and relocation efforts.
2. Promote business retention, expansion and relocation efforts through the land disposition policies when such disposition is appropriate and consistent with the objectives of this plan and City land disposition policies and procedures.
3. Provide infrastructure improvements to City-owned property in the DIP to make property available for development.
4. When acquiring property, priority should be given to facilitating the creation of larger holdings suitable for industrial and business use.

5. Promote block consolidation through street and alley vacations as well as utility relocations.

6. Monitor tax liens and foreclosures for possible acquisition by the City or marketing to adjacent property owners who desire land for expansion.

INFRASTRUCTURE AND UTILITIES

1. Where feasible, develop regional stormwater facilities that will eliminate the burden on business of providing on-site treatment.

2. When brick streets are vacated or resurfaced, the City should make reasonable efforts to salvage the bricks for use elsewhere in the City.

3. Ensure utility, street and alley vacations do not negatively impact the level of service infrastructure or undermine the street network.

4. Maintain and enhance east/west access through the Dome Industrial Park.

5. Where needed, improve street lighting throughout the Dome Industrial Park.

6. Work with property owners of industrial uses abutting Pinellas Trail, to improve the physical condition of buildings and landscaping along the trail

7. Collaborate with DIP businesses in providing innovative solutions to the area's parking issues.

Education and Workforce Development

Education and workforce development are foundational elements of any successful economic development effort. Revitalizing a place by improving the educational, income and career opportunities of its current residents is challenging because these services are provided by a wide range of public, private and non-profit agencies that target different age groups, skill and occupational types and require collaboration....and Cradle to Career

1. Support the development of "one-stop shops" in South St. Petersburg to provide information to residents on job openings throughout the city and region, training opportunities and work readiness programs.

2. Partner with anchor institutions in and around the South St. Petersburg CRA to develop appropriate curriculum for skills needed to fill their positions.

3. Partner with St. Petersburg and Pinellas County employers to invest in skills gap closing projects to accelerate promotions and hiring

4. Collaborate and fund work readiness programs with post-secondary schools that move impoverished parents and young adults into certification and training and degree programs.

5. Support organizations such as Pinellas Schools and the Pinellas Education Foundation to increase enrollment of struggling students in high school career academies.

6. Develop a TIF Incentive Program to help pay businesses for training members of its workforce that live in the CRA.

7. Support and help fund workforce readiness programs, such as construction skills training that would support ongoing housing rehabilitation efforts, that provide training for youth and young adults who reside in the South St. Petersburg CRA.

8. Provide funding to accredited workforce development providers such as Pinellas Technical Education Center, St. Petersburg College and Career Source to train residents of South St. Petersburg for entry into the workforce as well as later career opportunities.

9. Develop a scholarship foundation allowing CRA residents to take advantage of post-secondary education or workforce opportunities to improve their employment and career prospects.

10. Collaborate with existing providers and/or develop other research-based or evidence-based pre-school initiatives designed to improve the school readiness of children in the South St. Petersburg CRA.

Housing and Neighborhood Revitalization

At the October 13, 2014, CRA workshop, participants in the "Housing and Neighborhoods" group identified several key priorities. These included

- More aggressive code enforcement
- Demolishing deteriorated vacant and boarded houses
- Renovation of more vacant and boarded homes
- Creating financial incentives for rehabilitation of rental and owner-occupied housing
- Reinvigorating Neighborhood Associations

At this point in the South St. Petersburg housing market, the cost of new construction is prohibitively expensive relative to housing prices. Thus, rehabilitation will be important, not only as a near-term source of renter and owner-occupied housing, but also a long-term strategy to maintain and improve a housing stock that has more than 80 percent of its units built before 1970 and 55 percent built before 1960.

Regulatory Reform/Initiatives and Financial Incentives

1. Continue reviewing ordinances, codes, regulations and the permitting process to eliminate excessive and/or conflicting requirements to increase private sector delivery of housing, while still insuring residents' health, welfare and safety.

2. Encourage, on a case-by-case basis, targeted rezoning of land to increase densities in residential neighborhoods and promote greater affordability and improved transit access for CRA residents.

3. Introduce multi-family housing and mixed uses at strategic locations to buffer single-family residential neighborhoods from more intense uses.

4. Continue to support increased residential densities along the CRA's primary commercial corridors to promote affordability and improved transit access for CRA residents.

5. The City shall utilize the land disposition authority in Florida's Community Redevelopment Act to purchase residential property and convey to housing developers for less than fair value to lower development costs.

6. Maintain and regularly market an inventory of City land in South St. Petersburg that is available for development of housing.

7. Partner with the St. Petersburg Housing Authority to apply for a Choice Neighborhood Grant.

8. Continue to seek funding when available from federal, state and other sources to expand resources available for housing development in the South St. Petersburg CRA.

9. Work with Pinellas County to finance new housing development in the CRA through its Housing Trust Fund and Housing Finance Authority.

10. Continue and expand financial incentives for upgrading the energy efficiency of residential units to reduce the monthly cost of housing for CRA residents.

11. The City will continue to purchase land and vacant/boarded housing and pursue residential development opportunities with for-profit and non-profit developers.

12. Continue and expand the funding levels of City rehabilitation programs, such as Home Repair, Barrier Free, and Emergency Repair loans, through the TIF Incentive Program.

13. Create a "Tax Increment Financing Incentive Program" that will

    - assist rental residential property owners in making substantial renovations to their properties;

    - expand the City's successful "Rebates for Residential Rehab" program to provide a consistent source of annual funding support;

    - increase the supply of affordable housing for both homeownership and rental opportunities;

    - provide incentives for developers of ~~new~~ market rate housing in the South St. Petersburg CRA; and

- incentivize housing developers to train and hire CRA youth and residents for construction jobs in the CRA.

Increase Homeownership

1. Work with homebuyer education providers to ensure that low, moderate, and middle-income persons in the CRA receive homebuyer counseling, foreclosure counseling and long-term credit repair to improve their homebuyer readiness.

2. Develop strategies to increase homeownership such as increased educational programs and "Rent to Own" strategies

3. Work with the St. Petersburg Housing Authority to identify potential candidates for homeownership from its pool of Section 8 voucher recipients.

4. Establish and fund a "Role-Model Homeowner Program" designed to attract employees of nearby public agencies, faith-based institutions and/or anchor institutions to purchase homes in the South St. Petersburg CRA.

5. Support efforts such as Habitat for Humanity Pinellas' "Midtown Mercy Neighborhood Preservation Partnership", in creating affordable home renovation options to South St. Petersburg homeowners.

6. Continue educating and assisting South St. Petersburg homeowners on foreclosures and strategies to prevent them such as the "Florida Hardest-Hit Program".

7. Continue to maintain, update and map the City's foreclosure registry to identify potential problem properties and opportunities for acquisition.

8. Create a "Tax Increment Financing Incentive Program" that will assist homeowners in avoiding foreclosure.

Neighborhood Character and Identity

1. Collaborate with and help fund neighborhood revitalization activities of nonprofit organizations and other groups, such as "Adopt a Block", in South St. Petersburg CRA.

2. Encourage and financially assist the development of community gardens and urban farming as a temporary use on vacant residential land to help build neighborhood involvement and identity.

3. Encourage neighborhood associations to initiate beautification and landscaping awards to encourage residents to maintain their properties.

4. Nominate the Bethwood Terrace neighborhood as a National Register Historic District and investigate listing it on the local historic register.

5. Survey neighborhoods throughout the South St. Petersburg CRA to determine their eligibility for listing as districts on the National Register of Historic Places.

6. Continue to work with property owners to identify historic landmarks within the CRA and promote their preservation through tax incentives and other programs.

7. Expand the City's "African American Heritage Trail" where appropriate to other areas in South St. Petersburg.

8. Work with public agencies and other anchor institutions in South St. Petersburg to maintain and/or improve the visual character of their facilities.

9. Continue to expand and enhance the interconnected bicycle and pedestrian trail system, exemplified by the Pinellas and Clam Bayou Trails, throughout the CRA.

10. Continue to work with the School Board to form joint-use agreements that serve the area's recreational needs.

11. Collaborate with neighborhood associations and the City's Parks and Recreation staff to identify opportunities to develop pocket parks through acquisition of privately-owned vacant lots or dilapidated housing.

12. Create incentive programs that will provide façade improvement grants or loans to residential property owners.

Neighborhood Appearance and Safety

1. Improve safety in the surrounding area by addressing criminal activity through innovative and traditional methods, including utilization of principles of Crime Prevention through Environmental Design (CPTED).

2. Continue to work with the neighborhood associations and to address policy related issues such as alley vacation applications, reinstatement of abandoned residential units, and determining appropriate substandard lot size thresholds.

3. Maintain a GIS database of owners of vacant/boarded properties as well as absentee property owners to better identify and enforce problem properties.

4. Expand property owner education programs to inform them of the City's property maintenance requirements.

5. Work with the St. Petersburg Housing Authority, other nonprofits and landowners to ensure maintenance of properties that are part of the Section 8 Housing program.

6. Work with neighborhood associations and housing providers to develop an educational program for landlords to better screen tenants and maintain their properties.

7. Coordinate efforts between residents, neighborhood associations and city departments to expedite debris removal from public rights-of-way

8. Provide incentives to lower the costs of construction debris removal for owners renovating their properties to reduce illegal dumping.

NEIGHBORHOOD ORGANIZATIONAL DEVELOPMENT

1. Assist residents in re-establishing named neighborhood and crime watch organizations within the CRA.

2. Continue to support collaborative volunteer initiatives, such as Carefest, Scrubbin da 'Burg, which connect various organizations such as neighborhood associations, faith-based groups, civic groups and schools.

3. Create a "Tax Increment Financing Incentive Program" to help neighborhood associations implement their neighborhood plans with construction of infrastructure and amenities.

4. Update South St. Petersburg neighborhood plans with residents to identify future needs and amenities such as signage, community gardens, streetlighting and pocket parks that can be funded through the TIF Incentive Program.

5. Continue community events in the CRA that highlight the cultural and collaborative initiatives available to residents.

6. Encourage formal and informal collaboration between South St. Petersburg neighborhood associations to identify and share "best practices" and effective strategies for improving neighborhoods.

7. Partner with public and private organizations to develop, maintain and promote a comprehensive inventory of all services being offered the residents of South St. Petersburg CRA, including programs for poverty, health, financial assistance, employment and education.

8. Work with neighborhood associations to engage more CRA youth and renters in association activities to expand their capacity and commitment.

9. Enhance collaboration between the City and neighborhood associations to identify problem properties and educate property owners on the City's property maintenance codes.

10. Utilize the neighborhood associations as two-way channels of information for the City to both inform residents on programs and activities of interest to them as well as receive information from residents on needs and concerns.

11. Identify funding sources to expand the community gardens throughout residential areas in the CRA, which serve both as transitional uses preceding redevelopment and neighborhood identity building strategies.

12. Use the TIF Incentive Program to support the "Mayor's Mini-Grant Program" for such programs as block cleanups by youths, education and outreach programs and other activities.

13. Collaborate with neighborhood associations to inventory available properties to attract new residents and investors into the area.

Redevelopment Program

Implementation Approach

The implementation program for the South St. Petersburg Community Redevelopment Plan centers on reinvigorating the housing market through rehabilitation and new construction; expand~~ing~~ opportunities for entrepreneurs and small businesses; revitalizing commercial corridors to grow existing businesses and attract new ones; growing the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents.

To affect these approaches, the Community Redevelopment Agency will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance. The total cost for the redevelopment program funded by tax increment financing is expected to exceed $~~133~~ 66.8 million in 2015 dollars over the ~~forty~~ thirty-year life of the South St. Petersburg Community Redevelopment Plan but implementation of the program will be phased over many years with costs being impacted by inflation (see Table 4-1). These projected costs are based on ~~both~~ the City of St. Petersburg contributing at least 95 percent and Pinellas County contributing ~~at least 98~~5 percent of its tax increment annually within the CRA to the South St. Petersburg Redevelopment Trust Fund~~, pursuant to Sec. 163.387(1)a, subparagraphs 1 & 2 of Florida Statutes~~.

General Implementation Program

The City of St. Petersburg is continuing or creating several new programs that will have application for housing and neighborhood revitalization as well as economic development and job creation. These include land assembly and site preparation, public infrastructure improvements, public recreation facilities and trails, marketing and image promotion, creation of a redevelopment loan program, and development review assistance.

Land Assembly and Site Preparation

Land assembly, consolidation and site preparation is essential for encouraging residential, commercial and industrial development to the South St. Petersburg CRA. The City intends acquire property throughout the redevelopment area utilizing all available funding sources, including tax increment financing. With a portfolio of additional consolidated sites, the City will be well-positioned to facilitate new development ~~and~~ as well as provide expansion opportunities for local businesses.

The land assembly effort may also involve vacating streets, alleyways and associated utilities such as water, sewer and stormwater facilities. The City may need to fund through TIF and other sources the site work involved in the vacations as well as relocation of utilities. Site preparation work may also require

the performance of preliminary environmental reviews to assess the extent of contamination on the site.

Public Infrastructure Improvements

The City will continue to fund public infrastructure projects to improve neighborhood amenities, encourage residential investment and promote business retention, expansion and attraction. These may include the development of shared stormwater and parking facilities; building neighborhood sidewalk and lighting facilities; and road extensions, resurfacing and widening. Since FY2000, the City has built more than $61.7 million in public infrastructure for South St. Petersburg. The City intends to use both TIF and non-TIF revenue to fund these improvements, although TIF funding will only be used as an incentive to write–down onsite infrastructure development costs for eligible projects.

Public Recreation Facilities and Trails

Public recreation facilities and trails are amenities that improve neighborhood quality of life and place. In the past fifteen years, the City of St. Petersburg has expended over $31.6 million on construction for twenty new and existing facilities in South St. Petersburg. Major projects include renovations to the Johnson Branch Library ($2.5 million), construction of the Clam Bayou Trail in Childs Park ($7.2 million), extension of the Pinellas Trail through the CRA into Downtown St. Petersburg ($1.3 million) and nearly $5 million in improvements to the Childs Park Recreation Complex. The City is proposing another $1.7 million in trail investments through 2019. The City intends to use non-TIF revenue to fund future recreation projects in South St. Petersburg.

Improve the Image and Identity of South St. Petersburg

Improving the investment climate of a place by removing blight and enhancing its image and identity is the essential charge of the Community Redevelopment Act. Enhancing the CRA's appearance will take many forms, both in improving its physical qualities and marketing the opportunities, assets and successes that South St. Petersburg has and will have during the life of the Redevelopment Program.

Physical improvement strategies for the CRA will include TIF funding programs for façade and site improvements for both residential and non-residential properties, property maintenance programs enforced through city ordinances as well as incremental improvements driven by code-required upgrades driven by substantial rehabilitation and new construction. The main commercial corridors within the CRA will be a particular focus for this effort because they represent the front-doors to most neighborhoods and their appearance will drive or reduce investment.

Marketing success, both to CRA residents as well as others, will be important in overcoming perceived and real perceptions about South St. Petersburg. In ~~early~~ 2015, the Urban Affairs Department ~~will be unveiling~~ unveiled an urban marketing initiative that will be focused on CRA and nearby residents.

Meanwhile, the City can help to improve external marketing of success stories in South St. Petersburg through its public relations channels.

Gateway markers identifying neighborhoods and commercial districts will also help promote South St. Petersburg and can be funded through the CRA TIF program. Finally, events and programs that market and promote South St. Petersburg, such as street festivals, farmers markets and community gardens, will be important ingredients in improving the image of the community.

Development Review Assistance

Through its tax increment program identified below, the City will mitigate the impacts of development costs on projects, such as traffic impact fees, building permit costs, and site plan review. Moreover, the Redevelopment Plan eliminates review of individual projects within the CRA by the Community Redevelopment Agency with the exception of those that will receive TIF funding.

All projects within the CRA must adhere to the requirements of all other applicable City codes and ordinances, including building and zoning. However, the current LDRs will continue to be evaluated and modified where appropriate to improve the business climate while balancing the interests of adjoining neighborhoods and property owners.

Redevelopment Loan Program

New construction as well as ~~R~~rehabilitation of deteriorating residential and nonresidential structures is paramount to removing blight in the CRA. The Redevelopment Plan proposes to establish a revolving loan program funded by TIF for new development of and/or substantial renovations to residential and non-residential properties. The Plan also proposes the City recruit a consortium of financial institutions that can pool resources to lower risk, streamline bank approval processes and provide a range of loans meeting the needs of CRA, such as construction loans, microloans, working capital, and loan guarantees. The City will contribute TIF financing to the loan pool.

Affordable and Market Rate Housing Development

Improving and creating decent, safe and sanitary housing conditions as well as increasing affordability and variety are essential steps in improving the image and marketability of South St. Petersburg. It will also improve the economic prospects of neighborhood-serving businesses by increasing population and income levels.

Single-Family Rental Rehabilitation

Federal, state and county housing funding programs used by the City's Housing and Community Development Department are designed to promote and increase homeownership opportunities or increase the development of multifamily rental

housing. Yet nearly 80 percent of all housing in South St. Petersburg is single-family, making the rental single-family house a significant source of housing for residents. Tax increment financing will be used to augment the City's "Rebates for Residential Rehab" program.

Increasing the Supply of Affordable Housing

Affordable housing is serious concern in South St. Petersburg, where 55% of all households and 73% of renters pay more than 30 percent of their monthly income for housing costs. The City will continue to work with developers, nonprofits and federal, state and county agencies to provide affordable single-family and multi-family housing to families below 120 percent of the area's median income. The City will use TIF to assist renovation of existing multifamily and single-family units and build new multifamily developments as well as assist programs that provide single-family homeownership opportunities.

Promoting Market-Rate Housing

Affordable housing is a critical need in South St. Petersburg and a core component of this Redevelopment Plan. However, bringing income diversity to South St. Petersburg will help both improve the aggregate income levels and purchasing power of existing and new residents for capture by local businesses and begin to raise the appraised values of homes throughout the CRA. The City will use TIF and other available sources of funding for acquisition, site preparation, and other development incentives to facilitate this objective.

Targeted Rezoning for Multifamily Housing

Multifamily housing, which consists of five or more units per complex, makes up only 9 percent of the housing stock in South St. Petersburg, compared with the citywide rate of 29 percent. On a demand driven basis, the City will evaluate amending future land use classifications for and rezonings of single-family property to encourage site consolidation. The City may use TIF funding as incentives for developers to provide buffering over and above that provided by the land development code.

Residential Energy Efficiency Improvements

Nearly 80 percent of the housing stock in the South St. Petersburg CRA was built prior to 1970 when energy efficiency concerns began to be included in the nation's building codes. Consequently, many homes in the CRA lack insulation and efficient appliances and are costly to heat and cool, further reducing housing affordability. The Redevelopment Plan intends to create a small matching grant or low-interest loan program to assist energy efficiency upgrades by property owners.

Neighborhood Revitalization

The City of St. Petersburg has a strong neighborhood planning program that dates back to the early 1990s. ~~Sixteen~~ Seventeen plans were developed within the CRA, which identified infrastructure needs, such as sidewalks, lighting, and alley improvements. In addition, the plans fostered neighborhood

identity and capacity among the neighborhood organizations. The Redevelopment Plan recognizes the importance of the neighborhood planning structure and the need to update many of the plans, some nearly twenty years old. The City intends to use TIF to assist updating and making revisions to existing neighborhood plans; construct improvements designed to implement the plans; and invigorating and increasing the capacity of the neighborhood associations and their residents to address issues, concerns and opportunities.

Economic Development and Job Creation

The South St. Petersburg Redevelopment Plan will tackle business development and job creation on several fronts. First, it is imperative to revitalize commercial corridors, which serve as not only the location of most jobs within the CRA, but also serve as the front doors to neighborhoods and can help stimulate reinvestment in them. Next, the Plan will reinvigorate the City's business assistance and corridor programs in the CRA through increased program activities as well as expanding access to capital through a loan consortium program funded by TIF. In addition, the Plan will improve on the marketing of sites within the CRA attraction of new businesses through enhanced financial incentives made available by TIF funding. Furthermore, the Plan looks to expand the availability of commercial and industrial land through acquisition and site preparation as well as targeted rezoning of CRA land for job creation and economic development. Finally, the Plan intends to provide access to capital through TIF to providers of early childhood, work readiness and workforce development programs that will facilitate Cradle to Career opportunities for existing and future residents of South St. Petersburg.

Commercial Site and Façade Improvement Program

The aesthetic quality of private property on commercial corridors will often dictate the success or failure of revitalization efforts. The Redevelopment Plan encourages the use of TIF revenue to improve such commercial site features as landscaping, lighting, signage and loading areas.

Public Parking Program

Businesses in older commercial districts are often hindered by a lack of parking, which hinders current operations as well as prevents expansion. The City intends to utilize all available sources of revenue acquire and/or improve property that will be used for satellite parking or subsidies of lease payments made by business owners to off-site properties.

Rehabilitation of Vacant Commercial Buildings

Key underutilized vacant commercial buildings may be identified within the Community Redevelopment Area. The Agency may pursue the purchase of these buildings, work to establish joint-venture opportunities, or assist in the recruitment of business occupants to ensure these structures perform to their economic potential.

Acquisition of Key Properties

The City will use all available funding, including tax increment financing revenue, to acquire properties within the community redevelopment area. These may include nuisance properties whose activities, uses or appearance undermine the revitalization effort, or unforeseen opportunities that may arise which if capitalized on would help spur ongoing redevelopment.

Business Assistance Programs

The South St. Petersburg Community Redevelopment Plan proposes business assistance programs that will focus primarily on entrepreneurship and microbusiness support as well as retaining growing existing businesses, through expansion both of the City's business corridor program as well its Greenhouse partnership with the St. Petersburg Area Chamber of Commerce.

The Redevelopment Plan also envisions a cooperative strategy to assist businesses in their expansion efforts through land assembly, site preparation and disposition. Through a sustained outreach effort, the City can identify the imminent expansion needs of the businesses and align them with available space in the CRA and throughout St. Petersburg.

The City will also look at targeted rezoning and future land use changes along South St. Petersburg's major business corridors to provide larger, more marketable sites for development. Like many parts of St. Petersburg, the CRA is characterized by narrow commercial corridors bordered by single-family neighborhoods leading to a dynamic tension between business owners and residents. Yet for a community to revitalize, the success of both stakeholders is essential. Allowing for business development, while mitigating its encroachment through enhanced site buffering and site design and relocation assistance for affected residents, can be funded by the TIF programs identified below as well as other sources.

Education, Work Readiness and Workforce Development

The Redevelopment Plan will utilize a portion of the tax increment to enhance the capacity of early education, work readiness and workforce development providers to improve "Cradle to Career" opportunities. These programs are necessary to ensure that the Redevelopment Plan not only revitalizes South St. Petersburg as a place but also increases the economic prospects of the people living there allowing them to remain in the neighborhood without being displaced by successful redevelopment efforts..

Tax Increment Financing

The approval of the South St. Petersburg Community Redevelopment Plan establishes the South St. Petersburg Tax Increment Financing District and Redevelopment Trust Fund, whose boundaries are coterminous with the community redevelopment area. ~~Under current Florida law, t~~The ~~proposed~~ TIF district will expire ~~forty years after its establishment, which is May 21~~ on June 11, 20~~5~~45. ~~The City of St. Petersburg and~~

~~Pinellas County are expected to be contributing at least 95 percent of their tax increment generated annually within the CRA to the South St. Petersburg Redevelopment Trust Fund, pursuant to Sec. 163.387(1)a, subparagraphs 1 & 2 of Florida Statutes.~~ The City of St. Petersburg will be annually contributing at least 95 percent and Pinellas County 85 percent of their respective tax increment within the CRA to the South St. Petersburg Redevelopment Trust Fund.

Tax increment financing directs all future increases in St. Petersburg and Pinellas County property tax revenues generated within a TIF district into a special redevelopment trust fund. This increased revenue, known as the "increment", is then used to fund eligible redevelopment projects within the boundaries of the TIF district. Projects can be funded on a "pay-as-you-go" basis or financed through redevelopment bonds where the annual increment is used to pay down the bond debt.[1]

Statutory Requirements for Using Tax Increment Financing

Florida's Community Redevelopment Act of 1969 permits a wide range of activities to be funded by TIF revenues, including the opportunity for communities to engage in innovative partnerships with the private sector to facilitate redevelopment. Section 163.370, FS, which outlines the powers of counties, municipalities and community redevelopment agencies, finds that the City "shall have all the powers necessary or convenient" including the power

(d) *to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements;.....*

Moreover, Section 163.387(6), FS, which deals specifically with the redevelopment trust fund, states that "moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan for the following purposes, ***including, but not limited to*** (emphasis added):

(a) *Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.*

(b) *Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.*

(c) *The acquisition of real property in the redevelopment area.*

(d) *The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.*

[1] Projects that use redevelopment bonds, such as a parking garage, require large upfront capital and thus need to be financed.

(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.

(g) The development of affordable housing within the community redevelopment area.

(h) The development of community policing innovations.

Finally, Section 163.370(3) of the Act offers but three explicit restrictions on the use of tax increment financing, which are:

a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion;

b) Publicly owned capital improvements or projects if scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan; and

c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

It is clear that the Community Redevelopment Act is flexible in allowing communities to create programs to address their specific blighting conditions. In fact, encouragement of private enterprise and innovative partnerships underpin the Community Redevelopment Act, which encourages this approach in Sec. 163.345(1), FS, when it states that

> *Any county or municipality, to the greatest extent it determines to be feasible in carrying out the provisions of this part,* **shall afford maximum opportunity,** *consistent with the sound needs of the county or municipality as a whole,* **to the rehabilitation or redevelopment of the community redevelopment area by private enterprise.** (emphasis added).

It is with this explicit encouragement from the Legislature that the City of St. Petersburg has developed the programs described herein to implement the South St. Petersburg Redevelopment Plan.

Pinellas County Policy on Tax Increment Financing

Pinellas County policy (June 2014) describes projects for which it will permit its portion of the tax increment to be expended, those which only the City of St. Petersburg increment can fund, and those which it prohibits outright.

City Capital projects in the CRA that may be funded with the County's TIF "must be an integral part of the redevelopment plan and have 'district-wide' benefit. These include streetscape improvements, public parking facilities, major/regional drainage improvements, mobility improvements, non-governmental public facilities, brownfields cleanup, development of affordable

housing, and trail improvements. The County will also allow its increment to fund "soft costs" such as those associated with affordable housing, relocation of displaced residents, planning and engineering surveys, site acquisition, and commercial façade grants.

In addition to the prohibited uses of TIF outlined by Florida Statutes, County policy bans use of its increment to fund for the following:

- *Marketing and special events;*
- *CRA personnel and office costs;*
- *Community policing;*
- *Revolving loan funds;*
- *Undergrounding utility lines;*
- *Residential assistance grants;*
- *Economic Development Officer;*
- *Projects funded by an enterprise fund; and*
- *Neighborhood improvements such as streets, sidewalks, lighting, and pocket parks.*

County policy allows a much greater range of options for the City to use its share of increment. In addition to those projects that the County will fund, it will allow the City to fund neighborhood improvement projects as well as the following soft costs:

- *Community policing;*
- *Business and residential assistance (façade) grants;*
- *Operational costs of CRA offices, including personnel costs and office administrative expenses related to redevelopment;*
- *Revolving loan fund;*
- *CRA Redevelopment Incentive Funding;*
- *Undergrounding utility lines; and*
- *Marketing and special promotional events and activities.*

The South St. Petersburg TIF Incentive Program

The City will direct the vast majority of TIF revenues generated from the district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, ~~TIF abatements~~ rebates of ad valorem tax increases or other vehicles which help the private sector leverage capital from diverse sources. The City also envisions providing funding assistance to governmental and non-profit entities that provide an array of services supporting the intent of the redevelopment plan, including marketing and promotion, business assistance and loans, workforce development and job readiness.

The funding programs described below are designed to address the compelling issues of blight facing South St. Petersburg CRA, such as housing that is deteriorated, vacant and/or unaffordable, declining population and tax revenue, deteriorating commercial corridors, deficits in workforce skills and readiness, and lack of capital access.

The redevelopment program identified in Table 4-2 on page 57 is based on an initial formula that allocates 50% to business development and job creation, 40% to the development of affordable and market-rate housing in the CRA, and 10% for

workforce readiness and training programs. Funding allocations to each program will be made through the annual budget approval process based on the priorities of the Community Redevelopment Agency. This flexibility is made necessary by the small amount of revenue relative to the needs of the district that will be generated in the first years of the trust fund as well as Pinellas County restrictions on how its portion of the increment can be spent that are described above. Table 4-1 below shows the estimated TIF revenue stream through 2025, while Figure 4-1 on page 55 depicts the projected revenue growth over the ~~forty~~ thirty-year life of the South St. Petersburg Redevelopment Trust Fund. Both are based on the City of St. Petersburg contributing at least 95 percent and Pinellas County contributing ~~at least 98~~5 percent of their tax increment annually within the CRA to the South St. Petersburg Redevelopment.

Table 4-1. Estimated Annual Tax Increment Revenue, 2016-25[2]

Year	St. Petersburg	Pinellas County	Annual Total
2016	$68,842	$48,564	$117,405
2017	139,060	98,104	237,164
2018	210,683	148,633	359,315
2019	283,738	200,172	483,909
2020	358,254	252,741	610,995
2021	434,261	306,363	740,623
2022	511,787	361,056	872,843
2023	590,865	416,844	1,007,708
2024	671,523	473,747	1,145,270
2025	753,795	531,788	1,285,584

[2] Assumes a 2% annual appreciation in aggregate property values and City millage rate of 6.770 and County rate of 5.773.

~~pursuant to Sec. 163.387(1)a, subparagraphs 1 & 2 of Florida Statutes.~~

Procedures governing the administration of each program will be developed after the St. Petersburg City Council and Pinellas County Board of County Commissioners adopt the South St. Petersburg Community Redevelopment Plan in 2015. For each program, these will include funding caps, eligible applicants and/or properties and expenses, award type (matching grant, loan, full grant, and TIF rebate), evaluation benchmarks, source of increment to be used (City, County, or both)and administration and enforcement. After the South St. Petersburg CRA Citizen's Advisory Committee and St. Petersburg Community Redevelopment Agency make recommendations, St. Petersburg City Council must approve a specific program's procedures by resolution prior to any expenditure being made from it.

As noted above, Pinellas County limits the types of projects and programs on which its tax increment can be spent. Funding for the programs described below will be in accordance with the limitations described in its June 2014 policy or successor. To ensure the transparent accounting of County increment revenues, the annual tax increment from the City and County will be deposited in separate accounts within the Redevelopment Trust fund to more easily track expenditure of County revenues. Each project funded with County increment will be identified and included in the annual report to the Pinellas County Board of County Commissioners.

1. Programs for All Property in the South St. Petersburg CRA

- "PAINT YOUR HEART OUT" Provides small grants to any property owner who paints their property.

- DEVELOPMENT ASSISTANCE PROGRAM Reimburses residential and nonresidential developers for permit fees associated with development review such as impact, building, and electrical fees and other related costs.

- REDEVELOPMENT LOAN PROGRAM TIF funds can be used as bridge loans, microloans, subordinated long-term debt, loan guarantees or other financial vehicles to close financing gaps for projects to ensure they can be bankable through conventional lenders.

- CRA PROPERTY ACQUISITION AND PREPARATION PROGRAM Utilizes TIF to fund City assembly and site preparation of property throughout South St. Petersburg to facilitate residential and nonresidential development.

- ~~FEDERAL AND STATE~~ GRANT MATCH~~ING GRANT~~ PROGRAM Most grant programs require some level of matching funding from the recipient and the Agency can use TIF funding for this match when the proceeds of the grant will be used for activities specified in the Redevelopment Plan~~and within either of the tax increment financing districts~~.

- NONPROFIT MARKETING/SPECIAL EVENTS REIMBURSEMENTS Reimburses eligible nonprofits for certain expenses identified in the program's administrative procedures for events or programs that market/promote the South St. Petersburg community, such as street, art and music festivals, community gardens and farmers markets.

2. CRA Business Programs

- COMMERCIAL SITE IMPROVEMENT GRANT Provides matching grants to commercial property owners that upgrade their building façades, landscaping, lighting, loading and service areas and other features of their sites visible from the public right-of-way.

- COMMERCIAL BUILDING INTERIOR & TENANT IMPROVEMENT Provides matching grants for interior upgrades with a focus on projects that remedy degraded building systems to improve the economic viability of the building.

- COMMERCIAL CORRIDOR PARKING PROGRAM Provides assistance to businesses along the CRA's primary commercial corridors that want to expand but have difficulty meeting parking requirements. Program may involve City acquiring and/or improving property for use as a shared satellite facility or for subsidizing payments made by businesses for the lease of off-site lots.

- **Commercial Rent Subsidy** Provides reimbursement of a percentage of annual rent in the first year for a targeted business that locates in the TIF district (i.e., restaurant, specialty retailer, art gallery).

- **Targeted Industry TIF Rebate** Provides an annual rebate for up to 15 years to a business in a targeted industry that moves into or expands in the TIF district. The rebate will be based on the increase in city ad valorem taxes the first year the project goes on the tax rolls. The recipient will be required to demonstrate annually that the minimum criteria that were the basis of approval for the rebate remain. Failing this, the rebate will be revoked.

3. CRA Residential Programs

- **Façade Improvement Grant** Provides matching grants for residential property owners that upgrade their building exterior. An emphasis will be placed on grants for owner-occupied properties.

- Residential Energy Efficiency Program Provides matching grants or low interest loans to residential property owners that upgrade their building's energy efficiency.

- **Residential Property Improvement Program** Property values in a residential neighborhood are driven by the quality and appearance of nearby properties, a fact that often inhibits new investment. To deal with this reality, the CRA may provide a combination of grants and loans to residential property owners for the rehabilitation of their homes. These funds can be used for exterior and/or interior improvements. Emphasis will be placed on funding substantial renovations that upgrade vital building systems such as plumbing, HVAC and electrical wiring that sustain and extend the economic life of a structure.

- **Role-Model Homeowner Recruitment Program** In order for a community to become sustainable, it is important for its younger citizens to view members of the community as role models. The CRA will use TIF funding to attract police officers, veterans, firefighters and teachers as quality role models for the youth of South St. Petersburg.

- **Rebates for Rehab** Supplements existing City program by providing up to $10,000 for City-approved renovations to market-rate housing in the TIF district.

- Affordable Multifamily Housing Development Program Provides TIF rebate for up to 15 years for developers of affordable housing. The rebate will be based on the increase in ad valorem taxes the first year the project goes on the tax rolls. The recipient will be required to demonstrate annually that the minimum criteria that were the basis of approval for the rebate remain. Failing this, the rebate will be revoked.

- MARKET RATE HOUSING INCENTIVE PROGRAM Provides TIF rebate for up to 15 years for developers of new market rate housing. The rebate will be based on the increase in ad valorem taxes the first year the project goes on the tax rolls. The recipient will be required to demonstrate annually that the minimum criteria that were the basis of approval for the rebate remain. Failing this, the rebate will be revoked.

- NEIGHBORHOOD PLANNING/NEIGHBORHOOD IMPLEMENTATION GRANTS Provides competitive matching grants to empower and increase the capacity of neighborhood associations within the CRA to assist with updating and/or implementing their neighborhood plans.

4. CRA Workforce Development and Job Readiness Programs

- EARLY CHILDHOOD EDUCATION PROGRAM Provides grants to qualified governmental and nonprofit providers that expands their capacity to deliver educational programs to pre-Kindergarten children in the CRA.

- SUMMER YOUTH INTERN PROGRAM Provides supplemental grants designed to expand participation by CRA's youth in the City's program, which provides workforce readiness training skills for youth ranging in age from 16 to 21 years.

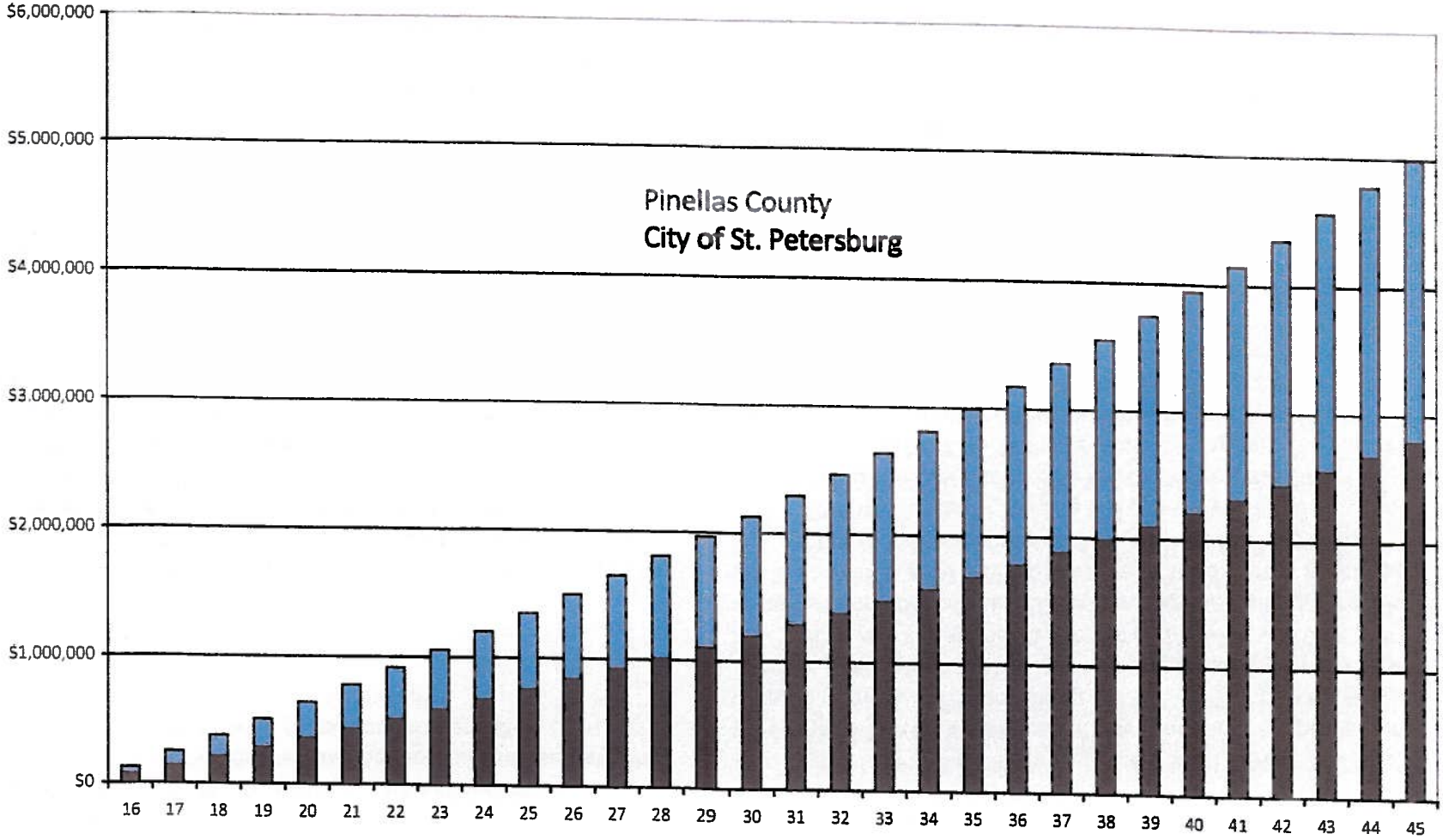
- WORKFORCE READINESS PROGRAM (STYLE) Augments current City program but focused on youths that reside in CRA. City program provides specific instruction and hands-on training in workplace related skill sets such as entrepreneurship, finances, team building, problem solving, critical thinking, effective business communications and professional appearance and demeanor.

- YEAR ROUND AFTER-SCHOOL YOUTH EMPLOYMENT Augments current City program but focuses on youths that reside in the CRA. City program provides temporary employment in both public and private sector businesses for the City's youth. The youth participants will meet specified household income guidelines and be required to remain in school. Program provides diverse opportunities to develop real vocational skills and earn income while employed in private businesses and the public sector after-school.

- YOUTH DROP-IN CENTER Provide funding for a center where CRA youths and young adults can visit after school to develop computer skills, do homework, search for employment, learn job readiness skills, and research colleges and universities.

- URBAN APPRENTICESHIP ACADEMY Provides funding to accredited nonprofit workforce development providers such as Pinellas Technical College, St. Petersburg College and Career Source to train residents of South St. Petersburg for entry into the workforce as well as later career opportunities.

FIGURE 4-1 PROJECTED GROWTH IN ANNUAL TIF Revenue for St. Petersburg and Pinellas County Trust Fund, 2016-2054~~5~~[3]



[3] Assumes average 2 percent annual growth in property values through 2055 and a contribution by the City of at least 95 percent and County of ~~at least 98~~5 percent of their tax increment generated within the CRA over the ~~forty~~ thirty-year life of the redevelopment plan.

Other Public Sources of Redevelopment Funding

In order to carry out redevelopment, the City will use multiple funding sources, including private sector, corporations, foundations as well as city, county, state and federal government sources. General funding methods and sources that will be examined to finance redevelopment activities to implement the plan include the following:

General Fund

General fund revenues can be used to fund operating programs as well "bricks-and-mortar" redevelopment activities. Within the South St. Petersburg CRA, the City funds many programs through its general operating revenues, such as the Main Street Programs for the Deuces Live and Grand Central, Neighborhood Partnership grants, the N-Team, workforce readiness programs and pilot programs such as the "2020 Family Wrap-Around Services" project launched in 2013. In addition, general fund revenues are important in funding staff assistance to the redevelopment program, particularly those departments involved extensively in South St. Petersburg, like Planning and Economic Development, Real Estate and Property Management, Engineering and Capital Improvements, and most of the departments in the Neighborhood Services Administration. Capital improvements have been a major source of City involvement in South St. Petersburg to improve the climate for private investment. Since 1999, the City has invested more than $120 million on a variety of activities such infrastructure, streetscaping and landscaping, neighborhood infrastructure and programs, and parks and recreation services. Local government enterprises, such as water and stormwater utilities, may also be used to fund system improvements in the redevelopment area.

Penny for Pinellas

The "Penny for Pinellas" is a one-percent local option government sales tax that is earmarked for capital improvement projects dealing with roads, flood control, park improvements, preservation of endangered lands and public safety. The Penny for Pinellas was first passed by voters countywide in 1989, and a second round approved in 1997 extending the funding through 2010. In March 2007, voters approved a third round, which will be devoted to funding infrastructure projects from 2010 to 2020. The next round of funding will go on the ballot. According to the City's adopted FY2015 Budget, the City received $22,234,000 in Penny revenue for capital improvements to public safety, neighborhood/citywide infrastructure, recreation and culture and city facilities. Approximately $900,000 in Penny funds is available for the South St. Petersburg redevelopment area.

Federal and State Grant Funding

Various federal and state sources will be considered to implement the South St. Petersburg Community Redevelopment Plan. For instance, there are at least twelve federal agencies with more than thirty-five funding opportunities that range in focus from "place-based" activities such as housing, economic development and community infrastructure to "people-based" activities like access to capital,

Table 4-2 South St. Petersburg Redevelopment Program, 2015-2055

Project Description	Estimated Cost*	Funding Source	TIF Source[4]
Business Development Program			
Nonresidential ~~Commercial~~ Site Improvement Grant	~~$65,516,496~~ $33,400,899	TIF	Both
CRA Business Property Paint Program		TIF	Both
Commercial Interior/Tenant Improvement Grant		TIF	Partial County/City
~~Nonresidential Land Acquisition and Site Preparation~~		~~TIF/Penny for Pinellas~~	~~Both~~
~~Federal and State~~ Grant Match~~ing~~ ~~Grant~~ Program		TIF	Both/City
Redevelopment Loan Program		TIF	City
Corridor Landscaping and Streetscaping Grant		TIF	City
Nonresidential ~~Commercial~~ Rent Subsidy		TIF	City
Commercial Corridor Parking Program		TIF	Both
Targeted Industry/Use Incentive		TIF	City
Nonresidential Development Assistance Program		TIF	City
Nonprofit Marketing and Special Events		TIF	City
Nonresidential Land Acquisition and Site Preparation		TIF	Both
TBBIC Micro and Small Business Capital Fund Incubator		General Fund/TIF	City
Housing and Neighborhood Revitalization Program			
Neighborhood Plan Update Grants	~~$53,213,1976~~ $26,720,719	TIF	City
Neighborhood Plan Implementation Grants		TIF	City
Residential Development Assistance Program		TIF	City/Both
Affordable Multifamily Development Program		TIF	Both
Affordable Single-Family Homeownership Program		TIF	Both
Residential Energy Efficiency Program		TIF	City/Both
CRA Residential Property Paint Program		TIF	City/Both
Residential Land Acquisition and Site Preparation		TIF	Both
Façade Improvement Grants		TIF	City/Both
Residential Property Improvement Program		TIF	City/Both
Model Homeowner Recruitment Program		TIF	City/Both

[4] Allocation of the "TIF Source" to the programs identified in this table is based on Pinellas County's "Application of Tax Increment Financing Funds in Community Redevelopment Districts within Pinellas County" (June 2014 version). Expenditures of tax increment funds will adhere to the requirements established by County policy as well as the administrative guidelines approved by City Council.

Table 4-2 South St. Petersburg Redevelopment Program, 2015-2055

Project Description	Estimated Cost*	Funding Source	TIF Source[4]
Rebates for Rehab		TIF	City/Both
Market Rate Housing Incentive Program		TIF	City
Education, Job Readiness and Workforce Development			
Summer Youth Intern Program (CITY)		Other/TIF	City
Early Childhood Education Program		Other/TIF	City
Work Readiness Program (STYLE)	~~$13,303,299~~ $6,680,180	Other/TIF	City
Year Round After School Employment Program (CITY)		Other/TIF	City
Youth Drop In Center		Other/TIF	City
Urban Apprenticeship Academy		Other/TIF	City
Total TIF Program Funding	$~~133.0~~ 66.8 million		
Public Improvements Identified in City CIP			
Childs Park Storm Drainage Improvements	$4.692M	CIP/Other	NA
Pedestrian Crossing Enhancements	$0.8 M	CIP/Other	NA
Grand Central Streetscape Improvements	$0.78 M	CIP/Other	NA
Campbell Park Sidewalk Improvements	$0.56 M	CIP/Other	NA
Roser Park Sanitary Sewer	$1.0 M	CIP/Other	NA
Childs Park Neighborhood Traffic Plan	$0.033 M	CIP/Other	NA
Wildwood Park Neighborhood Traffic Plan	$0.016 M	CIP/Other	NA
Booker Creek Trail	$0.95 M	CIP/Other	NA
Pinellas Trail Landscaping	$0.376 M	CIP/Other	NA

education and workforce development. All of these activities are featured in the Redevelopment Plan's goals, objectives and strategies for South St. Petersburg. These federal resources would support the multifaceted approach the community is taking to support revitalization of South St. Petersburg.[5]

The federal government is the largest source of grant awards to the City of St. Petersburg. In FY2013, the City administered more than $11.6 million in federal grants through such as the departments as Agriculture, Justice, Transportation, Treasury, Environmental Protection, Energy and Education, and Homeland Security. This represents a 48 percent decline in federal awards since FY2010, with most of the decline coming between FY2012 and FY2013, with the loss of significant revenue from Justice, Transportation, EPA and Energy because of sequestration.[6]

At $6.2 million, Housing and Community Development (HCD) received over 53 percent of the City's federal awards, primarily through its annual allocations of Community Development Block Grant ($1.55 million), HOME Program ($2.25 million) and the now-expired Neighborhood Stabilization Program ($2.17 million). This total figure from HUD has remained relatively consistent since FY2011 when it rose to $8.43 million. However, the HUD allocation is inflated by the insertion of temporary NSP funding, whereas the annual award of CDBG and HOME funding has declined precipitously since FY2010 – CDBG by one-third to $1.6 million and HOME by over one-half to $670,000.

While generally used to fund housing programs, CDBG can also be used to provide capital for a revolving loan program, fund public infrastructure projects, establish a micro-enterprise loan fund, provide small business technical assistance or provide grants to write-down development costs.[7] HCD has used CDBG funding to leverage economic development projects to improve South St. Petersburg, including utilizing CDBG grants to renovate the Mercy Hospital-Johnnie Ruth Clark Health Clinic in 2004 and restore the historic Jordan School for Head Start in 2009.

Grant funding from the State of Florida is much smaller than federal awards, totaling $3.72 million in FY2013, with $2 million coming from the Department of Revenue in support of Tropicana Field. The Department of Transportation and Florida Housing Finance Corporation's State Housing Initiative Partnership (SHIP) program comprising most of the remainder. The SHIP program, which is funded through a documentary stamp tax on assessed on housing sales that would be put in an affordable housing trust fund, has not been a reliable source of funding since 2008 due to the steep decline in housing sales and the Legislature using the trust fund to plug budget gaps. In

[5] In November 2014, the City of St. Petersburg and several partners applied for Promise Zone designation of the South St. Petersburg CRA. Designation extends several benefits. First, designees will be afforded a preference over other communities in future grant competitions over the ten-year period of the designation. Next, the Federal Government will provide staff to serve as liaisons with federal agencies and technical assistance for federal grants. Finally, designation offers potential tax benefits to businesses within the Promise Zone, if Congress approves them.

[6] City of St. Petersburg "Comprehensive Annual Financial Report" Fiscal Years 2010 through 2013.

[7] For economic development projects to be funded using CDBG funds, they must achieve a national objective, provide a public benefit of no less than $35,000 of funds per job created, and the monies must not unduly enrich the private firm.

2008, the City's $2.8 million SHIP allocation has shrunk to $360,000.

HUD 108 Loans

Community Development Block Grant allocations may be used as equity to finance HUD 108 Loans. In this program, HUD sells notes to investors and passes sales proceeds to the locality which uses them to finance a project. Cash flow from the project is used to repay the notes, but in the event the project defaults, HUD draws upon the locality's annual CDBG allocation to pay debt service on the loan. The City of St. Petersburg used a HUD 108 loan to partially fund renovation of the Jordan School.

Linked Deposits

Linked deposits are a means of providing low interest loans to targeted populations, programs and projects through local commercial lending institutions. Linked deposits systems tie deposits of public funds to the lending behavior of banks. Money is invested in banks with lending programs that contribute to economic development. It works as follows: The City makes a long-term reduced rate deposit, with the lending institution, who then agrees to make below-market rate loans, generally at a rate "linked" to the City's return on its deposit. The main advantage of the program is that the conventional lender does the underwriting and servicing of the loan and is charged with applying usual lending standards to determine the applicant's creditworthiness.

Economically Targeted Investments

Economically Targeted Investments direct public funds to opportunities that earn competitive financial returns, while producing economic development benefits. For example, public sector pension funds from state or local government could underwrite small and minority-owned business by providing direct loans, purchasing the loans from private sector banks or investing directly in these businesses.

Loan Guarantees

Similar to collateral, in that it backs or insures all or a portion of a loan against default, and thereby lowers the risk incurred by potential lenders. With this insurance, banks are more willing to lend funds for risky investments. Loan guarantees allow the public sector to leverage limited dollars by encouraging private investment in "non-bankable" projects. Guarantees also may allow companies to obtain capital below the prevailing market rate.

Unlike direct loans, the government does not have to make a direct payment, or hold in reserve funding to cover the entire dollar value of the guarantee. Rather, it only needs to set aside a percentage of funds to cover its obligation. The deposit would be forfeited in the event of a foreclosure on the loan. The guarantee does not usually cover the full value of the loan. Typically, the lending institution sets the loan guarantee requirement. It can be as much as 100 percent of the full value of the loan, but they typically tend to be more than 25% of the approved loan.

There are two types of loan guarantees; 1) the public sector can guarantee the value of the collateral, or 2) it can guarantee the loan against default. When guaranteeing the collateral, the public sector is responsible for any loss in value in the collateral incurred by the lending institution. When guaranteeing against default, the public sector is responsible for the amount of the loan that was guaranteed. The economic development agency generally places the "guaranteed funds" in reserve in a lending institution, earning interest until a loan defaults. These funds may be reused for future loan guarantees.

The guarantee program has several advantages. The conventional lender does underwriting and servicing of the loan and the guarantor does not necessarily have to duplicate these efforts. If the guarantee is for some portion of the total loan dollars, a guarantee will allow the EDO to utilze less capital than in the case of direct lending.

Loan Pools

Loan pools are a pool of capital, pledged by a consortia of banks or lending institutions to make loans to businesses based on some agreed upon goals or other criteria. The pledge of capital can be in many forms including loans, informal and formal letters of commitment and stock purchases. In contrast with loan guarantees that place all of the risk on a single third party, a loan pool spreads the risk among several participating lenders that contribute funds to the pool. The pooling helps to reduce the risk of an individual institution. Pools can operate at the state, local and regional levels, based on informal and binding legal agreements.

Industrial Revenue Bonds

Tax-exempt industrial revenue bonds are issued by state and local governments and offer below-market-rate financing to qualified private enterprises. These bonds are payable from and secured by the revenues of the project they finance. Currently, small issue IRB uses are limited and are usually for manufacturing projects. The program provides long-term, fixed rate loans of $1 million to $10 million for land, new or existing buildings and new equipment. IRBs cannot be used for inventory, working capital or refinancing of existing debt.

The State of Florida also provides financial assistance through the Enterprise Bond Program. The program offers tax-exempt, low interest bond financing to qualified manufacturing and 501(c)(3) non-profit organizations. This program was designed to improve low-cost capital availability to Florida's growing and expanding businesses, including minorities and rural communities, to allow them to be more competitive in the global and domestic market place. Loan amounts range between $500,000 and $2,000,000.

Safe Neighborhood Improvement Districts

Florida Statutes allow neighborhoods or business to establish districts that have the authority to establish boards and levy up to a two mill tax assessment to complete improvements in accordance with a district plan (see Section 163.501 *et seq*). To be defined as a "district" an area must have more than 75 percent of its land in use as either or commercial, office, business or industrial purposes. The city must first authorize the creation of a

district by a local planning ordinance, but the ability to levy a tax assessment can only be approved by a majority of registered voters within the proposed district.

Economic Development Ad Valorem Tax Exemption[8]

City voters (2011) and County voters (2014) approved the "economic development ad valorem tax exemption", which is an incentive program intended to encourage new businesses to locate or existing businesses to expand and create new jobs in the city and county. The tax exemption for qualifying businesses will apply only to the new increment of the assessed St. Petersburg and Pinellas County millage on improvements. As of 2014, the City program has annual overall program cap is $1.5 million of exempted taxes and an individual project cap of $100,000 of exempted taxes. The overall program and individual project caps may be exceeded by a supermajority vote of City Council for exceptional businesses creating two times the number of required jobs at a salary of 125% above the Pinellas County average annual wage. The duration of the exemption is proposed at 5 years with the ability of City Council to approve a maximum of 10 years, allowed by the Florida Statutes, if a business meets additional criteria. A business within the Enterprise Zone/Brownfield Area will be eligible to be approved for 10 years by providing two times the required capital investment and providing jobs at 100% of the Pinellas County average wage.

[8] The incentive program established under Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995 of the Florida Statutes.

Timing of Redevelopment

Due to the needs of the community redevelopment area and the desire to spur private investment, implementation of the redevelopment plan is anticipated to begin upon plan adoption. It is anticipated that redevelopment of the Southside St. Petersburg Community Redevelopment Area will be completed within ~~forty (40)~~ thirty (30) years ~~as allowed by Section 163.362(10), F.S.~~.

Development Controls and Plan Implementation

As per Chapter 163.362(5) and (6), F.S., all redevelopment plans must "contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan" and provide for controls and restrictions or covenants to ensure development in accordance with the plan.

All renovation and new construction in the South St. Petersburg Community Redevelopment Area shall be consistent with the City of St. Petersburg's Comprehensive, Plan, and in accordance with its Official Zoning Map, Land Development Regulations, the Florida Building Code, and all other applicable rules and regulations. The section below describes the applicable zoning classifications that affect property use and development intensity within the community redevelopment area.

In addition to the foregoing paragraph, the City of St. Petersburg Community Redevelopment Agency will review all development proposals that are funded by tax increment financing for consistency with the South St. Petersburg

Community Redevelopment Plan and the relevant City procedures governing use of TIF.

Future Land Use, Zoning and Land Development Regulations

As part of the Future Land Use Element of the Comprehensive Plan, the City assigns every parcel within its boundaries a future land-use category corresponding with land-use categories described in the Element. This land use category system provides for the location, type, density and intensity of development and redevelopment and prescribes areas of the city acceptable for commercial, mixed- use, residential, office, industrial, open space and other uses.[9]

Future land use categories are broad descriptions of generally appropriate land uses within a given area. The details and implementation of land development is left to one or several zoning districts that are required by Florida law to be consistent in intent, uses and intensity with the underlying future land-use category. While several zoning districts may implement the same future land-use category, each may require different development intensities/densities, uses, and height and not all may be appropriate in certain existing development contexts.

The City's zoning classification system is based on the general concept of neighborhood, corridors and centers, with the latter limited to Downtown, Gateway and Tyrone. Neighborhood zoning districts are distinctively residential in character, but may vary by density and building type. Corridor zoning districts are comprised mainly of commercial uses but also offer the opportunity for higher-density residential mixed-use development, particularly along Central Avenue and 22nd Street South. (See Table 4-3 for a list of zoning districts in the CRA as well as their number and acreage.)

Neighborhood Zoning Districts

St. Petersburg features two distinct types of residential neighborhoods – Traditional neighborhoods are those built before the Second World War and Suburban neighborhoods, which were built in the postwar era, especially in the 1950s and 1960s when the city sustained its largest increase in population. Each type offer quality of life, unique features and wonderful amenities that make them highly desirable. However, the architectural, building site, and street character vary between the two neighborhoods, a distinction reflected in the different zoning regulations between them.

NEIGHBORHOOD TRADITIONAL 1 AND 2 are the two largest zoning districts in the CRA for both acreage and number of parcels and are designed primarily for single-family homes on lots 5,800 SF or larger. Accessory dwelling units, such as garage apartments, can be constructed according to strict adherence to standards regulating minimum lot size, building setbacks, parking and other considerations.[10]

Within the Planning Area, the properties zoned NT-1 are located generally in Childs Park south of the 8th Avenue South,

[9] For more information, refer to the Future Land Use Element of the *City of St. Petersburg Comprehensive Plan.*

[10] Neighborhood Traditional-4 or NT-4 has only one parcel comprising 0.48 acres and has not been included.

Wildwood Heights, Highland Oaks, and Harbordale. NT-2 neighborhoods include Roser Park, Bartlett Park, Campbell Park, Palmetto Park, and Childs Park, north of 8th Avenue South.

NEIGHBORHOOD SUBURBAN 1 AND 2 are designed to protect the single-family character of these neighborhoods, while permitting rehabilitation, improvement and redevelopment in keeping with the scale of the neighborhood. NS-1 neighborhoods are nearly all concentrated in Lake Maggiore Shores and Perry Bayview, which are south of 26th Avenue South.

NEIGHBORHOOD SUBURBAN ESTATE DISTRICT is the least dense of the NS district. Accessory dwelling units are permitted on the same lot as the principal residence with a maximum density of two (2) units per acre. It also is applied to parks and recreation lands, and has been applied to the Childs Park Recreation facility, Childs Park Lake, Twin Brooks Golf Course, Pinellas Pioneer Settlement, and the Bartlett Park and Campbell Park recreation complexes.

There is one 5.6-acre parcel zoned **NEIGHBORHOOD SUBURBAN MOBILE HOME** in the CRA. It is located in the 1900 block of 17th Avenue South. The district allows up to 8 mobile homes per acre.

NEIGHBORHOOD SUBURBAN MULTI-FAMILY 1 AND 2 are the only residential multifamily districts in the CRA. With 628 parcels, NSM-1 is the largest of the multifamily districts. The NSM-1

Table 4-3 Zoning Districts in the South St. Petersburg CRA

Zoning	Parcels	Acres	% of Total
Neighborhood Zoning Districts			
NT-1	7,531	1,282.85	38.4%
NT-2	3,876	602.64	18.1%
NT-4	1	0.48	0.0%
NS-1	554	117.62	3.5%
NS-2	18	15.36	0.5%
NSE	77	353.54	10.6%
NMH	1	5.60	0.2%
NSM-1	628	166.29	5.0%
NSM-2	1	3.07	0.1%
Corridor Zoning Districts			
CRT-1	665	123.17	3.7%
CRT-2	105	16.76	0.5%
CRS-1	2	0.54	0.0%
CCT-1	299	86.70	2.6%
CCT-2	188	31.63	0.9%
CCS-1	304	118.82	3.6%
CCS-2	38	58.72	1.8%
RC-1	19	20.66	0.6%
Industrial and Other Zoning Districts			
IT	502	281.09	8.4%
IS	31	18.55	0.6%
IC	11	18.33	0.5%
P	7	15.98	0.5%
Total	**14,858**	**3,338.38**	

designation includes properties located along 35th Street South south of pTEC, and adjoining commercially zoned property on both sides of the 22nd Street South corridor, as well as Jordan Park.

Commercial and Mixed Use Zoning Districts

Through its development on a gridiron street pattern, St. Petersburg has evolved corridors that provide both transportation access and commercial opportunities. Fourth Street North, Tyrone Boulevard and Dr. Martin Luther King, Jr. Street North are examples throughout the city, while Central Avenue, 34th Street and 22nd Street South provide those in the CRA.

Corridor Commercial Traditional 1 and 2 protect the traditional commercial character of older commercial corridors while permitting rehabilitation, improvement and redevelopment in a manner that encourages walkable streetscapes. CCT-1 zoning is concentrated primarily on 22nd Street South, 16th Street South, Dr. Martin Luther King, Jr. Street South and 18th Avenue South. CCT-2 zoning is located on Central Avenue between I-275 and 31st Street.

Corridor Commercial Suburban 1 and 2 are located adjacent to 34th Street and 49th Street, with all of CCS-1 located between 34th and 31st streets north of 1st Avenue South. The purpose of the district regulations is to improve the appearance of restaurants, big box retailers, drug stores and apartment buildings, through reduced setbacks, minimizing automobile dependency, and improving connections/compatibility with adjoining neighborhoods.

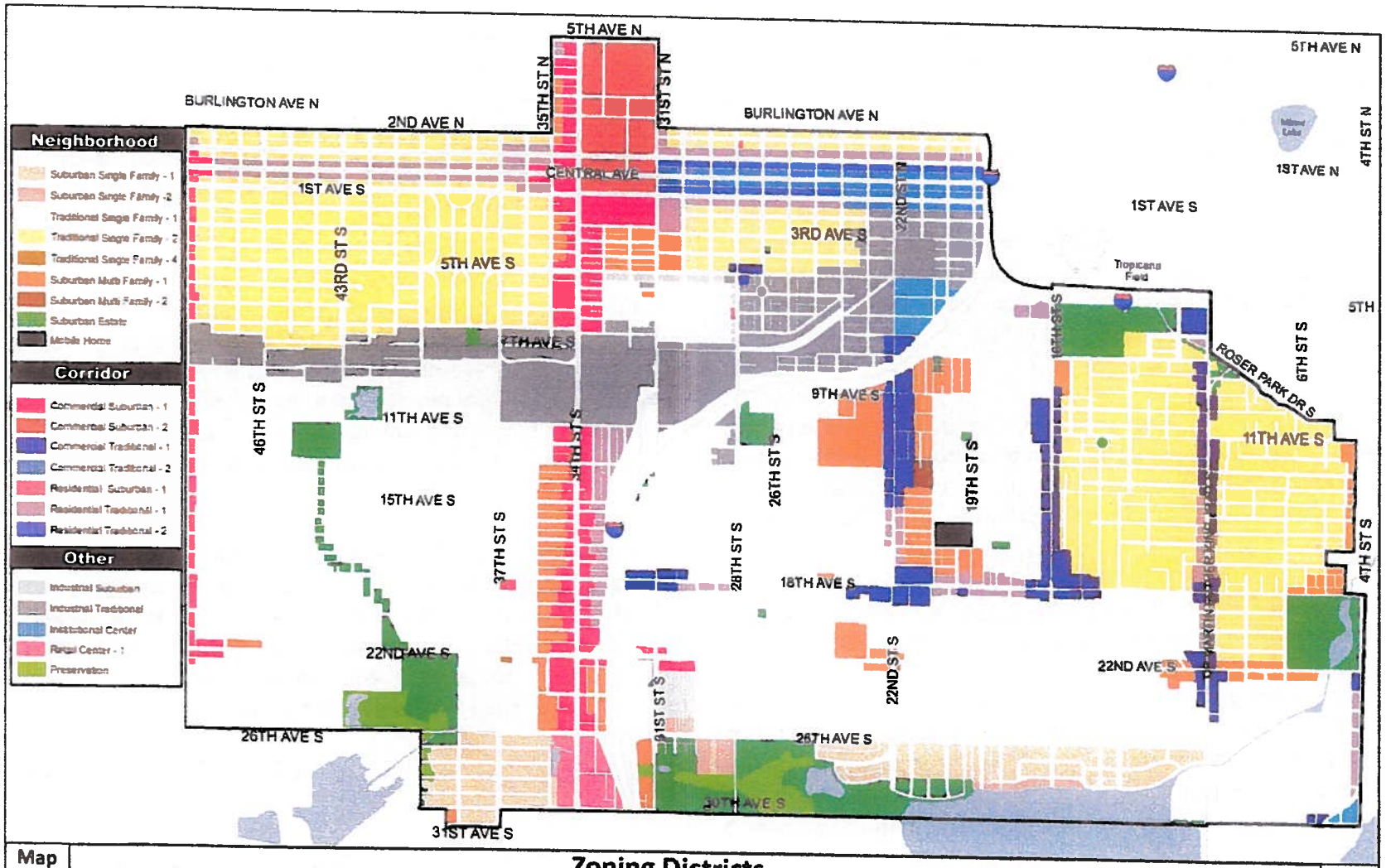
Corridor Residential Traditional 1 and 2 encourage development of townhomes, condominiums, apartment buildings and mixed-use buildings that are appropriately scaled to the context of the corridor and to facilitate conversion of remaining single-family homes to offices or limited retail uses. CRT-1 district abuts 22nd Street South, 16th Street South, Dr. Martin Luther King, Jr. Street South, 4th Street South, 18th Avenue South, and Central Avenue the length of the CRA. CRT-2 abuts Central Avenue east of 34th Street.

Retail Center-1 allows retail development containing mixed uses with accessory office or multi-family density up to 30 units-per-acre. The district is only located in the CRA along the 34th Street South corridor south of 26th Avenue South.

Other Zoning Districts

St. Petersburg also has zoning districts that do not fit neatly within the neighborhood, center and corridor typology. These include industrial and specialty districts as well as environmental districts.

Industrial Traditional permits rehabilitation, improvement and redevelopment of property in a manner is consistent with the character of the neighborhood and respects adjacent residential uses. The IT district in the CRA extends along a belt from 1st Avenue South in the east along the 7th Avenue Corridor to 49th Street South.



Map 4-1

Zoning Districts
South St. Petersburg Community Redevelopment Area

INSTITUTIONAL CENTER was created for institutions with large land holdings that need flexibility to plan and growth their complexes. The eleven parcels zoned IC in the CRA are owned by Pinellas Job Corps.

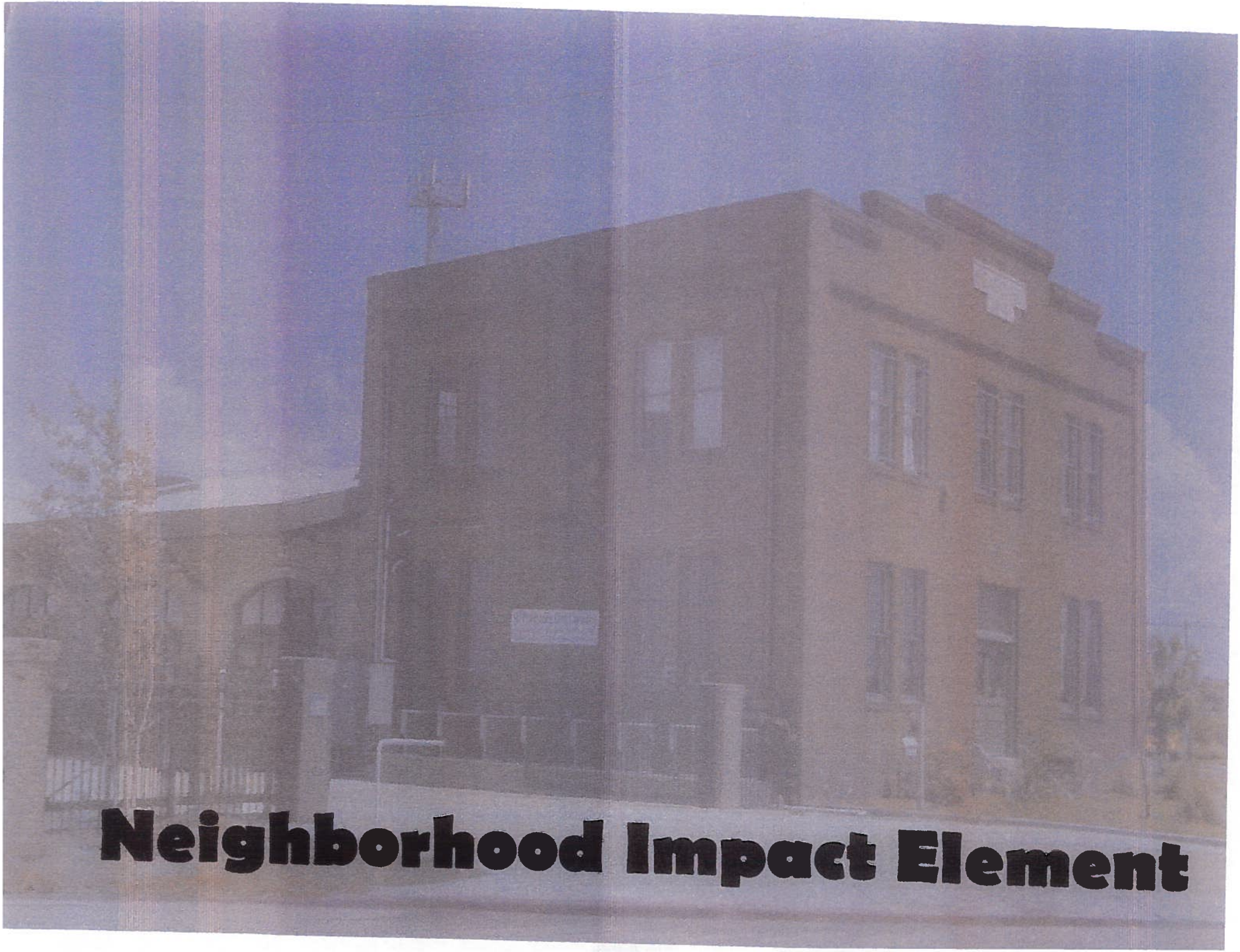
PRESERVATION DISTRICT is intended to encourage preservation of lands designated as preservation areas, in a natural or near natural state, and to safeguard these areas from inappropriate development and at the same time ensure that property owners of said lands shall not have to bear the full burden of preserving and conserving them. Areas in the CRA designated for "Preservation" include the Clam Bayou Nature Park and the Tidal Swamp and the Boyd Hill Nature Preserve, which are both located near the southern boundary.

Property Disposition Policy

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

The Community Redevelopment Agency may determine that it is in the best interest of the City to acquire such property for development by the City or disposition through competitive bidding. The CRA shall reserve such powers and controls through disposition and development agreements with the purchaser or lessee of the property as may be necessary to ensure that development conforms to this Plan.

Should any real property be owned, leased or otherwise come under the control of the City, the City's administrative staff will conduct supervision and management. The City shall enter into contracts, leases or management agreements as necessary to insure the preservation and maintenance of any such real property, and shall insure the greatest return feasible to the Agency.



Neighborhood Impact Element

Before adopting a community redevelopment plan for an area which contains low-to-moderate income residents, Section 163.362(3), F.S. requires localities to prepare a neighborhood impact element describing in detail the impact of the redevelopment upon residents of the redevelopment area and the surrounding area in terms of several elements. These include housing relocation, traffic circulation, environmental quality, availability of community facilities and services and the effect on school population.

While specific impacts cannot be determined until concrete proposals are submitted, this section attempts to quantify the range of impacts that might be expected with respect to displacement of existing occupants and environmental quality.

Overview of CRA Assets and Opportunities

Proposed public and private redevelopment efforts will have a number of far-reaching positive impacts on area residents and surrounding areas in terms of the following:

- Increased levels of amenities, community services and facilities;
- Improved environmental, physical, and social quality; and
- Increased housing supply and affordability and improvement in the existing housing stock through rehabilitation.

These expected outcomes will build on many assets and opportunities and help improve the likelihood of success for the redevelopment plan. First, the CRA is located just outside the Downtown Business District and in close proximity to the downtown medical center, St. Petersburg College Downtown Campus, and the University of South Florida-St. Petersburg. These anchor institutions not only provide critical services to St. Petersburg and the region but they also are potential employers and customers for the CRA's residents and businesses.

The CRA has also undergone significant area-wide planning and corridor revitalization efforts priming the pump for future success. South St. Petersburg contains two Florida Main Streets (Deuces Live and Grand Central), a program aimed at preserving and revitalizing Florida's historic commercial corridors.

In addition, the CRA features numerous workforce training and educational resources including: Pinellas Job Corps; St. Petersburg College's Midtown, Downtown and All State campuses; and the Pinellas Technical Education Center (pTEC). The area has several high performing public magnet schools, including Perkins Elementary School, Lakeview Fundamental Elementary School and Thurgood Marshall Middle School.

The CRA has strong recreational facilities providing amenities to its many neighborhoods, with eleven parks and five recreation centers. The Pinellas Trail, a 38-mile recreation trail, and the Clam Bayou Trail provide opportunities for walking,

running, and biking. Other area assets include the Roser Park and Historic Kenwood neighborhoods, both listed on the National Register of Historic Places.

Finally, public investment has helped stimulate private investment in the CRA. Since 1999 more than $400 million has been invested by the City of St. Petersburg, Pinellas Schools and the federal government. The City has spent approximately $34 million on housing, nearly $15 million in transportation and trails, and $101 million in amenities and infrastructure such as parks and recreation facilities, water utilities, sidewalks and road resurfacing. The School Board has spent $216 million building two new schools in the CRA and substantially renovating several others. Finally, the United States Department of Labor opened the $40 million Pinellas Job Corps facility in the heart of South St. Petersburg.

Impact of Redevelopment Activities

Future growth in the South St. Petersburg Community Redevelopment Area will be guided largely by the City's existing comprehensive plan and land development regulations. While there may be occasions in the future for land use and zoning changes that will increase intensities and densities in response to development opportunities that are consistent with all underlying requirements, the Redevelopment Plan does not envision widespread changes to the neighborhood fabric. The changes that do occur will most likely occur in areas where residential and nonresidential border one another. In abiding by this approach, the Redevelopment Plan will reduce potential impacts on existing residents and augment and improve the current amenities that South St. Petersburg offers residents and employees.

Projected Development in the South St. Petersburg CRA

In accordance with the approach described above, the two subsections below project the estimated increase in population and employment if vacant lands are developed according to their underlying zoning density and intensity. These projections will be used to evaluate anticipated impacts on neighborhood utilities and facilities

Residential Development

New residential development is critical to the overall success of the redevelopment plan as it will support local businesses and establish a stronger sense of "neighborhood" for the community. The purchase and rehabilitation of existing structures within the neighborhood may qualify for financial assistance through the City's various housing programs, including the tax increment financing programs described in Chapter Four.

Based on a November 2013 analysis, City staff found that there are more than 970 vacant parcels with residential zoning that can be developed. These parcels are widely dispersed throughout the CRA and total 160.6 acres. The average lot size

is 7,200 sf, while the median lot size is 5,967 sf, about the size of a typical single-family lot in St Petersburg.

The South St. Petersburg Redevelopment Plan provides opportunities for new housing construction through the Neighborhood Traditional, Neighborhood Suburban, Corridor Suburban and Corridor Traditional zoning districts. Table 5-1 below depicts the vacant acreage and projected population growth within each zoning district if built out.[1]

Table 5-1 Potential Residential Growth in CRA at Buildout

		# Units		Population Est.	
Zoning	Acres	Low	High	Low	High
		SINGLE FAMILY			
NT-1	80.7	1,212	1,212	3,091	3,091
NT-2	40.3	572	572	1,459	1,459
NS-1	8.3	65	65	166	166
		MULTIFAMILY			
NSM-1	20.8	319	441	861	1191
NSM-2	3.1	74	93	200	251
		MIXED USE			
CRT-1	5.9	139	175	375	473
CRT-2	1.5	62	72	167	194
Total	*160.6*	*2,443*	*2,630*	*6,319*	*6,824*

[1] The "Low" column uses the base density allowed in each zoning district while "High" includes the potential for density bonuses available in multifamily and mixed use zoning districts. Population is based on a 2.55 household size for single-family zoning and 2.7 for multifamily and mixed use districts. This is derived from 2012 American Community Survey data for the CRA.

This estimate does not include the potential for increasing densities through zoning changes that may occur as opportunities present themselves. Nor does it include the opportunity for building one accessory unit per parcel, which the NT-1 and NT-2 zoning districts allow. Another ~800 units could potentially be added if all eligible parcels took advantage of this provision.

Not surprising, new residential development in the CRA will be predominantly single-family housing. Nearly 81 percent of the vacant residential land is zoned single-family, along with a corresponding 70 percent to 75 percent of the potential new units.

The timing of population growth is crucial for evaluating impacts on facilities such as schools and parks, and is a function of the expected rate of growth. As identified in Chapter 2, the CRA netted a 124-unit gain between 2005 and 2013, or about 13.8 units net gain a year. At that rate of growth, it would take nearly 180 years for the CRA to reach buildout of its vacant residential land. Of course, this was an extraordinary period in America's economic history, including first the housing bust and then the onset of the Great Recession in 2007. During this period 4.5 times more dwellings were demolished than built in the CRA. A more reasonable growth rate could be drawn from the years 2003-2006, when the CRA added between 34 and 113 net units per year, which is an average and median net growth rate of approximately 75 units a year. Assuming that rate, residential buildout would be accomplished in approximately 33 years by 2048.

Commercial and Industrial Development

Commercial and industrial development is also an important component of the South St. Petersburg Community Redevelopment Program. Increasing employment opportunities is the first step to lifting many residents and their families out of poverty. Although it is unlikely that all future employment generated in the South St. Petersburg CRA will be occupied by its residents, expanding the availability of employment for nearby residents is an important goal, especially for those who have limited transportation mobility.

To project employment, staff identified nearly seventy potential sites within the CRA that could accommodate new employment growth. These included four different scenarios: vacant land; vacant land for sale in November 2013; sites offering potential "consolidation" opportunities whereby more than half of a block was under single ownership; and "redevelopment" opportunities where a property was built at less than one-half the allowable floor area ratio (FAR) of the underlying zoning and considered "underdeveloped".

After calculating the square footage of the development sites, staff derived two development scenarios to determine the potential "gross building square footage" available on each site. The first, which represents the low end of development potential, is based on the median FAR of existing development within each of the nonresidential zoning districts identified in Table 5-2. The second development scenario assumes that all future new growth on these sites would be developed at the maximum nonresidential FAR allowed by zoning.

Table 5-2 Potential Employment Growth in CRA at Buildout

Zoning	Buildable Area (SF)	Employment Projections		
		Office	Industrial	Retail
	CORRIDOR COMMERCIAL SUBURBAN AND TRADITIONAL			
CCS-1	82,632 / 174,798			125/ 265
CCS-2	33,132 / 99,395			52/ 157
CCT-1	81,327 / 282,670			125/ 448
CCT-2	5,570 / 17,407			9 / 28
	CORRIDOR RESIDENTIAL TRADITIONAL			
CRT-1	38,244 / 128,589	96 / 320		7/ 26
CRT-2	9,271 / 37,618	26 / 107		
	INDUSTRIAL SUBURBAN AND TRADITIONAL			
IS	32,508 / 59,466		43/98	
IT	918,243 / 1,679,713		1,414/2,587	
	RETAIL CENTER			
RC-1	51,105 /153,314			81/243
Total	*1.25M / 2.632M*	*122 / 427*	*1,467 / 2,685*	*404/1,167*

Once the "gross building square footage" for each site was calculated, a "building efficiency coefficient" of 80 percent was applied to account for building areas, such as hallways, utility spaces and bathrooms, that would not have employees, Finally,

staff calculated the number of employees per square feet for office, industrial and retail land uses.[2]

Based on the above assumptions, total new employment in the CRA at buildout will range between 1,993 and 4,279. The greatest employment growth is projected in industrial uses with a range of 1,467 to 2,587 employees, assisted greatly by the City's 13-acre (MOL) holding in the Dome Industrial Park, which could yield an estimated one-third of all projected industrial employment. Retail employment follows next with a range of four hundred to eleven hundred employees. Office development is expected to generate the least employment, between 122 and 427 jobs.

Relocation and Replacement Housing

The Florida Statutes require all community redevelopment plans to provide for relocation and replacement housing when a redevelopment project affects residential property. This requirement is in place primarily to address relocations stemming from a locality's use of eminent domain. Although the Florida Statutes now significantly limits the use of eminent domain for economic development purposes, there still may be instances where the City condemns land for a public use project, such as road widenings or stormwater retention. Consequently, the City has developed a relocation policy to implement when homeowners or tenants are relocated as part of a redevelopment project. The City will continue to abide by the relocation policy as part of the South St. Petersburg Redevelopment Plan.

In addition, when federal funds are used to purchase real property in an identified project, housing replacement and relocation must comply with the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. These requirements affect the acquisition of both owner- and tenant-occupied housing.

Residents who are displaced will be provided with full opportunity to occupy comparable replacement housing that is safe and sanitary and within their ability to pay. The CRA will remain responsible for any residential and commercial relocation activities and will provide relocation assistance and counseling.

The City of St. Petersburg receives funding through the following federal and state programs, Community Development Block Grant (CDBG), HOME Investment Partnership Program, and the State Housing Initiatives Partnership Program (SHIP). Additionally, the City has committed general revenue funds to establish a Housing Capital Improvement Program to fund specific housing initiatives. A variety of opportunities exist to construct new structures and rehabilitate existing structures for relocation in the surrounding neighborhoods.

[2] Arthur C. Nelson, FAICP. *Planner's Estimating Guide: Projecting Land-Use and Facility Needs.* Planners Press: Chicago, 2004. The gross sf/employee is calculated as 631.58 for retail, 350 for office and 609.42 for industrial.

The City of St. Petersburg also offers financial assistance to first time home buyers who purchase and occupy a new or existing eligible residential property located within the city's municipal boundaries and those who have not received prior financial assistance from the City of St. Petersburg. Second mortgage loans are available to assist the home buyer with closing costs, down payment and to reduce or "buy-down" the first mortgage interest rate. Down payment and closing cost assistance loans are provided to income eligible applicants at a zero percent (0%) interest rate. Repayment terms and loan amounts are determined by the sales price of the home.

The St. Petersburg Housing Authority (SPHA) also manages affordable housing units at Jordan Park in the CRA and offers rental vouchers for approximately one hundred units in the South St. Petersburg CRA. SPHA expends approximately $1.2 million per month on the program in South St. Petersburg. SPHA's award-winning Section 8 program consistently receives the highest possible designation by the U.S. Department of Housing and Urban Development as a "High Performer" with a score of 100 out of 100 possible points.

Affordable housing is also available from Habitat for Humanity of Pinellas County (Habitat Pinellas), a local affiliate of Habitat for Humanity International. Since 1999, Habitat Pinellas has invested more than $2.9 million in South St. Petersburg, building 43 new single-family homes and rehabilitating 6 others. Habitat Pinellas builds homes in partnership with the community and with low-income, qualified applicants. Homes are sold to the applicants with zero interest financing. In addition to building and selling new homes, Habitat Pinellas also offers a home repair program within South St. Petersburg. Home repairs are completed using donated labor. Zero interest, affordable mortgages are provided to cover the cost of building materials.

Through the variety of programs available, residents in rental housing will be given the opportunity to relocate to safe, suitable housing in the vicinity of the redevelopment area and owner-occupants who choose to relocate will be given assistance.

Traffic Circulation and Transportation Facilities

Traffic circulation within the South St. Petersburg CRA is facilitated by a series of arterials and collectors that, for the most part, make for efficient travel in the north-south and east-west direction (see Map 5-1). The lone exception to this is east-west travel between 15th Avenue South and 5th Avenue South, which is blocked by Interstate 275.

The South St. Petersburg CRA is also well served by transit. Routes 4, 7, 11, 14, 15, 18, 19, 20, 23 52 and 79 traverse portions of the CRA, and the dozens of stops within it make for easy (if not timely) transfer from one route to another (see Map 5-1).

Finally, on-street bike lanes make for a convenient alternate mode of transport for transportation disadvantaged residents. The Pinellas Trail and Clam Bayou trails also allow for safe and

comfortable commuting and recreation. The Historic Booker Creek Trail Loop, a 2.7-mile trail segment of which portions traverse the Roser Park and Campbell Park neighborhoods, is scheduled to begin construction by 2016 at an estimated cost of $900,000 (see Map 5-1).

According to the Pinellas County Metropolitan Planning Organization's (MPO) 2014 Level of Service Map, nearly all of the arterial and collector roads within the CRA function at Level of Service "C" or better. The only exception is a small segment of 34th Street North that operates at Level of Service "D" between 1st Avenue North and 5th Avenue North. All the arterials and collectors operate at or above the City's adopted Level of Service "D".

To determine the potential traffic impacts of the Redevelopment Plan on traffic circulation, staff reviewed the "Pinellas Transportation Plan", which has a planning horizon through the year 2040. Estimating population and employment within "Traffic Analysis Zones", the MPO forecasted traffic volumes and analyzes levels of service for major arterials and collectors in Pinellas County. Within the South St. Petersburg CRA in 2040, the MPO projects a 3,500 increase in population and an increase in employment of 2,470.

The MPO projects three-thousand fewer residents than the lower-range projection of the Redevelopment Plan, and 3,500 less than the upper range. The MPO employment projection lies within the low and high range estimated by the Plan, which is 1,993 to 4,279 jobs. (Note: The additional three-thousand residents, who will be dispersed throughout the CRA, are not expected to degrade levels of service nor generate additional road improvements beyond that described below.)

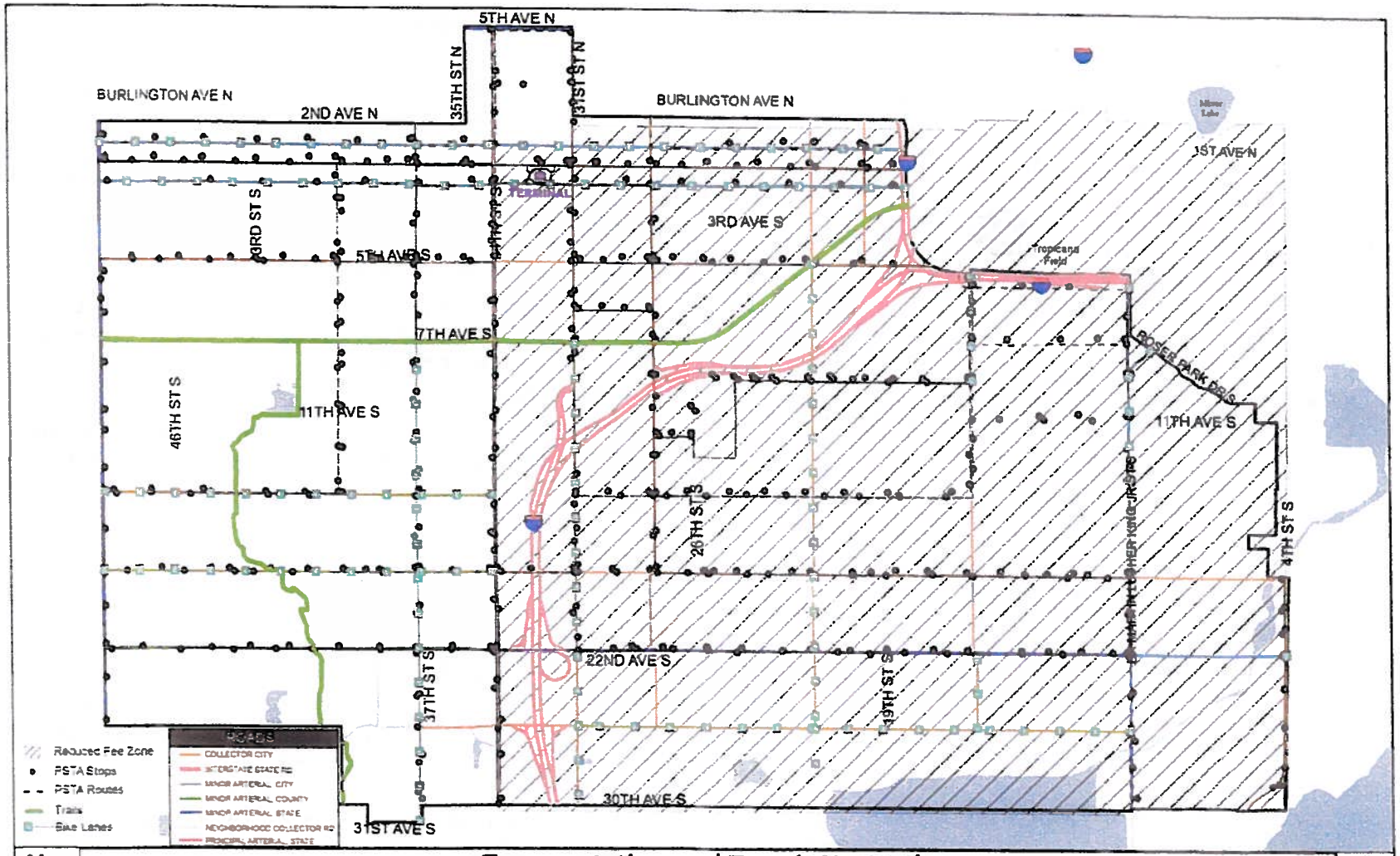
According to the MPO's 2040 Plan, increased population and employment within the CRA will result in reducing levels of service on several arterials and collectors from their current state. Segments being reduced from LOS A- C to LOS D include

- 16th Street South (22nd Ave to 5th Ave)
- 34th Street (1st Ave N to 22nd Ave S)
- 49th Street (1st Ave N to 22nd Ave S)
- Dr. M.L. King, Jr. Street South (7th Ave to 5th Ave)
- 4th Street S (7th Ave to 5th Ave)

In addition, 34th Street North from 1st Avenue to 5th Avenue is expected to decline from LOS D to LOS F. With this lone exception, all arterials and collectors are projected to operate within the City's adopted "D" LOS.

The MPO's projected growth is expected to warrant an enhancement[3] to 22nd Avenue South between 34th Street and 58th Street, at an estimated cost of $44.5 million that will be funded by Pinellas County and needed by 2040.

[3] Enhancements may include any or all of the following: adding sidewalks; adding bike lanes; the provision of turning lanes at intersections; bringing the existing facility to urban section standards by providing the required lane widths, set-backs, drainage, curb and gutter.



Map 5-1

Transportation and Transit Network
South St. Petersburg Community Redevelopment Area

Emergency Evacuation Facilities

Evacuation zones are based on hurricane storm surge zones determined by the National Hurricane Center using ground elevation and the area's vulnerability to storm surge from a hurricane. The evacuation zones are marked from A through E, plus non-evacuation zones. Within the CRA, the evacuation zones are located along the southern and eastern boundaries of South St. Petersburg near Clam Bayou, Lake Maggiore and Salt Creek.

Table 5-3 Potential Population in CRA Emergency Evacuation Zones

	# Units		Population Est.	
Evacuation Zone	Low	High	Low	High
A	2	2	5	5
B	252	280	652	728
C	95	110	248	287
D	51	52	131	134
E	123	134	320	348
Subtotal	*523*	*577*	*1,356*	*1,502*
X	1,920	2,053	4,963	5,322
Total	*2,443*	*2,630*	*6,319*	*6,824*

Nearly 85 percent of the land area in the South St. Petersburg CRA is located outside of emergency evacuation zones. After mapping all vacant residentially zoned land in the CRA, staff projects an additional 1,350 to 1,500 persons would reside in Evacuation Zones A through E at buildout. Approximately two-thirds of these future residents would reside in Zones A through C, which are considered by the Coastal Management Element of the St. Petersburg Comprehensive Plan to be the most important for future planning.

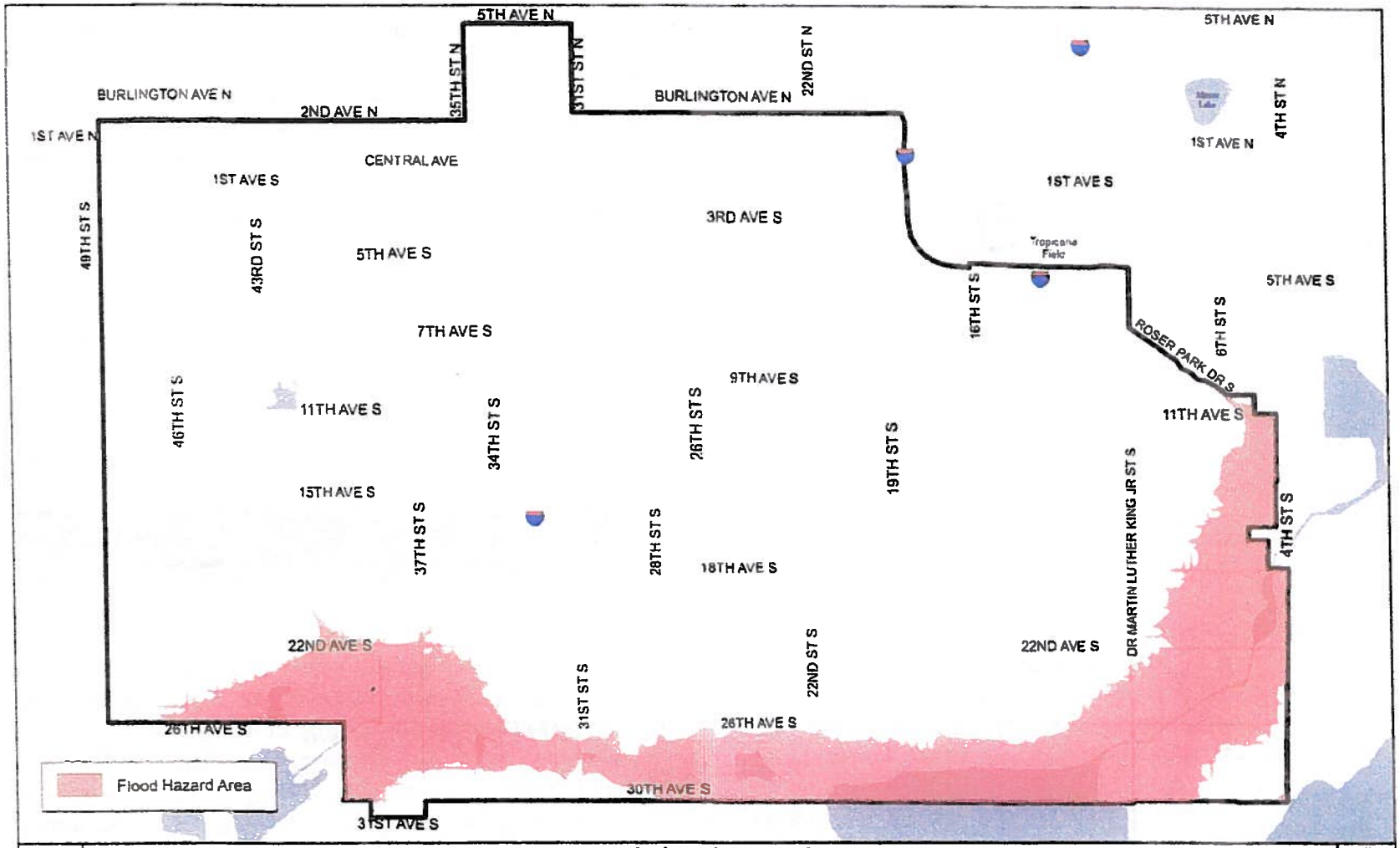
While acknowledging the increase in population likely to seek emergency shelter, the Emergency Management Division at St. Petersburg Fire and Rescue concludes that the current shelter availability is adequate to meet the need.[4] In fact, there are seven emergency public shelters in the CRA, all located at public schools. These include

- Fairmount Park Elementary (575 41st Street S)
- Gibbs High School (850 34th St S)
- John Hopkins Middle School (701 16th St S)
- Campbell Park Elementary School (1051 7th Ave S)
- Jamerson Elementary School (1200 37th St S)
- Thurgood Marshall Middle School (3901 22nd Ave S)
- James Sanderlin Elementary School (2350 22nd Ave S)

In addition, shelters are also available at Boca Ciega High School (924 58th St S) and Gulfport Elementary School (2014 52nd St S), which are close to Childs Park.

***

[4] Conversation with Richard Stiff, February 12, 2015.



Map 5-2

Special Flood Hazard Area
South St. Petersburg Community Redevelopment Area

Flooding

Based upon the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, most of the South St. Petersburg CRA is located outside of a flood hazard zone. Approximately 16 percent of the land area in the CRA - along its southern and eastern boundaries near Clam Bayou, Lake Maggiore and Salt Creek - is within the "AE" flood hazard area. Within the AE zone is approximately 35 acres of vacant residentially zoned land on which 500 to 550 units could be built. Their location within the AE zone does not preclude development on these lots, but will require elevating new structures where all living space is at least one foot above the base flood elevation for the property. In addition, since the use of fill to raise the property elevation is generally discouraged, stem wall and pier systems must be used.

Effect on Educational Facilities and School Population

The South St. Petersburg CRA contains five elementary schools (Fairmount Park, Campbell Park, Melrose, Jamerson and Sanderlin), two middle schools (Hopkins and Marshall) and Gibbs High School. These schools are geographically distributed within the CRA.

Implementation of the South St. Petersburg Redevelopment Plan is expected to add between 6,319 and 6,824 people over the life of the Redevelopment Plan. Based on 2012 American Community Survey data, the school age population in the CRA totals more than 10,400 children, or 31 percent of the entire population.[5] Using the same ratio, an estimated 1,960 to 2,115 school-age children will be added to the population when the vacant residential lands are buildout. ~~With an annual potential average of sixty-four children added to the school system in the CRA over more than thirty years, no significant impacts are expected.~~ In February 2015, the Student Assignment Department of Pinellas County Schools evaluated the likely impact if residential buildout in the CRA was achieved. They concluded that there would be more than adequate space available at the middle schools and high schools. Assessing impacts on the CRA's elementary schools, however, was more problematic as the Department concluded that three elementary schools within the CRA would exceed capacity toward the end of the buildout period in 2048.

Provision of Park and Recreational Facilities

The South St. Petersburg CRA has vast park and recreational assets within its boundaries that will continue to provide high levels of service even with the potential addition of 6,800 residents, stretching from the Roser Park Trail and Campbell Park and Bartlett Parks in the north and east; Dell Holmes Park and Boyd Hill Nature Park on Lake Maggiore; and the Childs Park Lake and Clam Bayou Parkin the southwest.

The CRA is also bisected by the Pinellas Trail, which runs from Tampa Bay to Tarpon Springs as well as the recently completed

[5] 2008-2012 American Community Survey 5-year Estimates. Table B01001: Sex by Age.

Clam Bayou Trail that intersects with the Pinellas Trail and carries users to Clam Bayou Park several miles south. On-street bike lanes traverse the CRA on most major road segments.

The CRA has four major recreational facilities serving residents. These include Childs Park Recreation Center, Thomas "Jet" Jackson Center, Campbell Park Recreation Center and Enoch Davis Recreation Center. The Childs Park YMCA and Greater St. Petersburg YMCA also provide community recreation facilities.

Consistency with Other Planning Efforts

The City of St. Petersburg has been involved with major planning initiatives in South St. Petersburg since the 1980s. These include community redevelopment plans, strategic planning initiatives, and neighborhood plans. In most respects, the South St. Petersburg Redevelopment Plan continues these efforts. This section provides an overview of these efforts.

Community Redevelopment Plans

Four existing community redevelopment areas, approved under the tenets of Florida's Community Redevelopment Act of 1969, are located within the South St. Petersburg CRA (see Map 2-1). These are noted below with their adoption dates. No redevelopment trust fund or tax increment financing district was established for them.

- 16th St. South Revitalization Plan
- Dome Industrial Park Pilot Project
- Tangerine Avenue
- Dome Industrial Park

The four plans will be "sunsetted" and folded into the South St. Petersburg Community Redevelopment Area with the adoption of the Redevelopment Plan. The specific planning strategies unique to each of these redevelopment areas will be included within the Redevelopment Plan where still relevant.

16th Street South Revitalization Plan (1983) The 16th Street South Redevelopment Area is a narrow, roughly one-block wide, 22-acre corridor straddling 16th Street South between 14th Avenue South, and one-half block north of 19th Avenue. The Redevelopment Plan sought to improve the economic viability of businesses along the corridor by creating its new image as a retail commercial business district. Business development goals concentrate on expanding the market potential of existing small businesses and creating a broader mix of commercial activity, especially those involving both specialty and convenience retail. Some design-related goals involve upgrading the physical environment through façade enhancement and landscaping, drainage and traffic circulation improvements. The plan also calls for creating a "healthy" pedestrian experience to serve existing and potential customers.

Major achievements of the 16th Street South Plan include the opening of Family Dollar on 18th Avenue South in 2008 as well as the opening of the United States Postal Service facility at the corner of 18th Avenue and 16th Street South. The City of St. Petersburg also undertook streetscaping and beautification efforts in the 1990s after the 1996 disturbances.

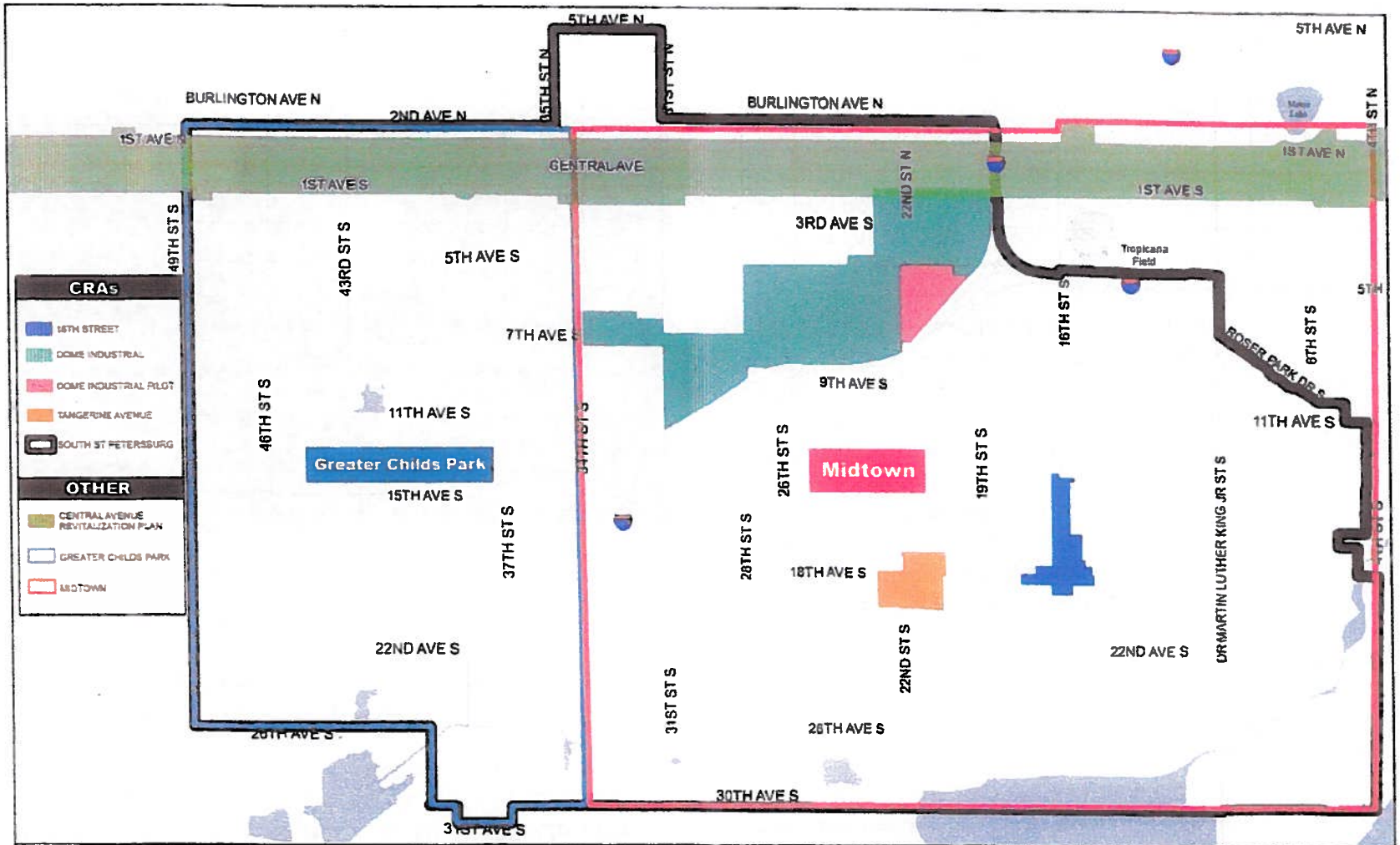
DOME INDUSTRIAL PARK PILOT PROJECT (2000) The Dome Industrial Park Pilot Project Redevelopment Area (DIPPP) is a 20-acre site located in Midtown and bounded by I-275 on its east and southeast, 22nd Street South on its west and 5th Avenue South on its north.

Figure 5-1 Pinellas Job Corps

When the Plan was first approved, the City conducted land assembly, relocation of residents, and infrastructure upgrades designed to attract a major industrial user or users. In 2005, the City amended the DIPPP Redevelopment Plan to allow the location of a United States Department of Labor Job Corps facility on the site. The $40 million facility opened in the heart of Midtown St. Petersburg in summer 2010. The nine-building campus adjacent to the Manhattan Casino includes vocational education facilities, a recreation center, gymnasium, administrative offices, a student service center, and two dormitories. Its students receive education and training in health care, construction, automotive repair, hospitality, and information technology. This center is the fifth in Florida and the 123rd in the country.

With Job Corps' completion, the only remaining element of the redevelopment plan was to lease the Manhattan Casino, which was substantially renovated in 2007, with only the first-floor tenant spaces awaiting completion. (The second floor was completed with the shell and remains available for community events.) In 2012, the City selected Urban Development Solutions through the RFP process, which led to a fifty-year lease providing that UDS rent the entire building and construct, operate and maintain a first-floor restaurant - Sylvia's, Queen of Soul Food - which is affiliated with the famous Harlem restaurant of the same name. With the opening of the restaurant in November 2013, the objectives of the Dome Industrial Park Pilot Project Plan have been completed.

TANGERINE AVENUE (2003) The Tangerine Avenue Community Redevelopment Area (TACRA) is located at the intersection of



Map 5-3

Major Planning Initiatives in South St.Petersburg
South St. Petersburg Community Redevelopment Area

18th Avenue and 22nd Street South. It includes approximately 20.74 acres on the northeast, southeast and southwest corners of the intersection. The primary goal of the Redevelopment Plan is to promote commercial development on the north and south sides of 18th Avenue South. To that end, TACRA was developed in two distinct phases to facilitate implementation. Phase 1 included redeveloping the northeast corner of TACRA as a retail grocery shopping center, which opened as Tangerine Plaza in November 2005, and is now served by a neighborhood WalMart. Phase 2 encompassed the remainder of TACRA, involving commercial development along the south side of 18thAvenue South to support the supermarket in Tangerine Plaza. The City was able to first attract a GTE Federal Credit Union in 2009 to the southeast corner of 18th Avenue and 22nd Street South, fulfilling the Midtown community's long-standing need for mainstream financial services. The opening of Dollar General in 2011 on the southwest corner of that intersection provides much needed retail for the corridor. The final element of the Tangerine Avenue Plan will be completed when the Phase III site, located due east of the GTE Credit Union along 18th Avenue South is built. In December 2014, the City approved a land disposition agreement for a developer to build a nationally-recognized gas station and chain restaurant.

Dome Industrial Park (2007) The Dome Industrial Park Community Redevelopment Area is a 158-acre area bounded generally by I-275 on the east and south, 1st Avenue South on the north and 34th Street South on the west. The DIP Redevelopment Plan objectives and strategies were designed to focus the City's funding and administrative efforts in the DIP on business retention, expansion and recruitment. The implementation program for the Dome Industrial Park Community Redevelopment Plan centers on land assembly, disposition and redevelopment efforts; infrastructure improvements; transportation improvements and enhancements; business assistance programs; and development and enhancement of the DIP's identity and appearance.

While the City has continued to purchase land to promote manufacturing efforts in DIP CRA, the area has also attracted artists and the creative class to what is now known as the "St. Petersburg Warehouse Arts District", adding the tagline "Where Art is Made." The district overlaps portions of the DIP, the historic 22nd Street corridor and a stretch of Central Avenue. Arts advocates believe the District is poised to become an important destination for artists and tourists.

The plan has a running start with a permanent collection of works by glass superstar Dale Chihuly that opened in 2010 in a Beach Drive gallery, along with a hot shop for glass-blowing demonstrations at the Morean Arts Center, owner of the Chihuly Collection. There are also already nearly twenty arts businesses and organizations within the proposed boundaries including the Train Station Center for Clay which has occupied the Seaboard Coastline building since 2000.

Strategic Planning Initiatives

Two major "strategic planning initiatives" were undertaken by the City of St. Petersburg in the CRA in 2002 and 2007 – Midtown and Childs Park. These were significant undertakings by the community that underpin the South St. Petersburg Redevelopment Plan and will help guide its implementation in the future.

The South St. Petersburg CRA comprises most of the City's 5.5-square mile Midtown area, which was identified as an "Urban Infill and Redevelopment Area" (Sec.163.2517, FS, *et seq*). The Midtown Strategic Planning area extends from 2nd Avenue North to 30th Avenue South between 4th Street South and the east side of 34th Street South. (see Map 5-1). The area is adjacent to the Greater Childs Park Area boundaries and includes the four community redevelopment areas described above.

The Midtown Strategic Planning Initiative was accepted by the City Council on April 4, 2002 following a series of focus group meetings and four public workshops. The Initiative's purpose was to "develop a document that will guide future policy, and to devise strategies that integrate planning, neighborhoods, and economic development principles to attain the expressed goals of the Midtown community." The Initiative made recommendations of ten overall objectives and 48 actions in eight different areas, which are summarized below:

- **ADMINISTRATION:** Establish a set of priorities with the sole purpose of focusing on the needs of the Midtown community.
- **ECONOMIC DEVELOPMENT:** Encourage growth in the commercial and industrial sectors of the local economy and support residents with access to jobs paying livable wages with benefits.
- **PUBLIC INVESTMENT:** Invest in infrastructure and the development of community facilities.
- **POPULATION & HOUSING:** Increase population in support of future commercial growth and promote homeownership, while seeking opportunities for new, quality housing development by the private sector.
- **LAND USE & DEVELOPMENT REGULATIONS:** Preserve the integrity of neighborhoods, consolidate commercial areas, and introduce mixed uses, where appropriate.
- **COMMUNITY & FAITH BASED ORGANIZATIONS:** Foster growth in the service capacity of local social institutions, including community and faith-based organizations.
- **EDUCATION:** Support educational opportunities for Midtown and work with the School Board to meet future needs of the community.

- **PUBLIC SAFETY:** Continue programmatic efforts in the realm of public safety to further Midtown's economic development.

Since the inception of the Midtown Strategic Planning Initiative, more than 30 new businesses have opened in the Midtown area. Many key programs and developments were spurred by the Midtown Strategic Planning Initiative, including those described above in the section devoted to the four existing community redevelopment area. Those not already described include

- Opening the James Weldon Johnson Library
- Preserving historic structures significant to the community including
  - the St. Pete Clay Company at the former Seaboard Railroad Station;
  - a Boys and Girls Club performing arts center at the historic Royal Theater;
  - a community health center at the former Mercy Hospital;
  - the Jordan Elementary School for a Head Start facility
- Opening a branch of St. Petersburg College Midtown offering college preparatory, associate degree and college credit courses.
- Constructing a new 45,000-sf St. Petersburg College Midtown campus on 22nd Street South
- Attracting new development near Central Plaza, including a new YMCA, a PSTA transit hub, and Hospice of the Florida Suncoast.

Greater Childs Park Strategic Planning Initiative (2007)

The Greater Childs Park Strategic Planning Initiative (Plan) was the culmination of an extensive public outreach program in 2006 and 2007 for the 2.5 -mi.^{2} area bounded generally by 34th Street, 31st Avenue South, 49th Street and 2nd Avenue North. There are four neighborhood planning areas in Greater Childs Park: Central Oak Park, Childs Park, Twin Brooks and the Perry Bayview neighborhood. At the time of the Plan's adoption, the area had a higher population of pre-school and school-age children and highest percentage of single female head of households in Pinellas County.

The Childs Park Plan identified several key assets and opportunities in the planning area, as well as essential needs and citizen concerns including a library, services for the youth, and social services. The major themes that emerged throughout the community driven planning process were "building on success" and "connectivity, circulation and mobility." The process resulted in the creation of eight main elements of the plan, with each element having its own set of goals and objectives. These include:

- **FUTURE LAND USE & COMMUNITY DEVELOPMENT**: Strengthen the neighborhood's residential character while encouraging diversified uses and activities.

- **HOUSING**: Encourage higher density infill development and encourage home ownership opportunities for all residents.

- **NEIGHBORHOOD CHARACTER & IDENTITY**: Establish a positive identity for the area and ensure connectivity throughout the City.

- **RECREATION & OPEN SPACE**: Enhance the aesthetic and functional character of the area's recreational facilities, natural resources, parks and open spaces.

- **CIRCULATION, MOBILITY, AND CONNECTIVITY**: Establish safe and efficient traffic circulation and pedestrian mobility that provides increased access to all modes of transportation.

- **COMMUNITY FACILITIES & SERVICES**: Provide public facilities and services that meet existing needs, as well as new demands and enhance communication between existing service providers and residents.

- **ECONOMIC DEVELOPMENT, EDUCATION, AND YOUTH DEVELOPMENT**: Formulate economic development strategies that provide residents access to a range of businesses, employment opportunities, and housing choices.

- **PROGRAM ADMINISTRATION, MARKETING AND COMMUNITY DEVELOPMENT**: Ensure successful implementation for the established priorities in the area and form strategic partnerships with stakeholders.

By 2015, approximately $24,210,500 in improvements have occurred in the Greater Childs Park Area. Nearly two-thirds of has involved recreation and open space improvements. The largest public investment was made by the Southwest Florida Water Management District in the $10.1 million Clam Bayou Restoration Plan that provides access points along trails to educational and recreational outlets. The City of St. Petersburg supported this water management district by constructing $2.49 million for the improvements along the Clam Bayou drainage canal and connections of local trails and greenways to the regional system of parks and trails. Completing investment in parks and recreation include construction of the $1.0-million Childs Park YMCA and $879,000 renovation of the Childs Park Recreation Center.

With more than $6.8 million, housing investment comprises almost 30 percent of total public investment in Childs Park through 2015. The City's ongoing rehabilitation program has contributed more than $4.134 million in public housing investment to support neighborhood revitalization. The City has also provided $1.1 million in assistance to more than sixty owner-occupied units for rehabilitation, emergency repairs, down payments, closing expenditures and other assistance to date. Through the Neighborhood Stabilization Program, the City reconstructed seven new homes in Childs Park for $1.2

million. Finally, the City spent nearly $450,000 in Childs Park to purchase fourteen vacant lots for land banking.

Nearly $1 million has been invested in public infrastructure in Childs Park since 2007. The City spent nearly $440,000 to complete the sidewalk network at missing locations in the neighborhoods in accordance with the City's "Bike and Pedestrian Master Plan." More than $400,000 was spent by the City to extend improve streetscapes that connected the Childs Park neighborhood with the rest of the City. Finally, the City expedited implementation of $93,000 in traffic design elements determined by the residents in the "Neighborhood Traffic Plans". These elements include landscaped medians, raised intersections, speed humps, brick imprinted crosswalks and turn lanes.

Central Avenue Revitalization Plan (2012)

The "Central Avenue Revitalization Plan" is intended to create a unified vision for the entire seven-mile Central Avenue corridor that stretches the from Tampa Bay to Boca Ciega Bay, that at the same time, reflects the individual character of seven distinct districts – Core, Central Arts, Edge, Grand Central, Central Plaza, Professional and West Central. All of the Grand Central and Central Plaza districts are within the boundaries of the South St. Petersburg CRA, as is approximately one-half of the Professional District, which extends from 37th Street west to 58th Street.

The Central Avenue Plan focuses on five corridor-wide strategies areas that create the framework for the unified vision that are briefly highlighted below:

- **Land Use and Urban Design:** Increase densities and intensities and land use mixes to create transit oriented development opportunities with quality architectural design guidelines.
- **Transportation:** Expand multimodal opportunities with improved transit service, including the planned bus rapid transit system (BRT), pedestrian enhancements and artistic transit stations that support transit connections.
- **Streetscape:** Improve the streetscape within the five lane section of Central Avenue between 31st Street and Park Street by installing decorative street lights and unplanted brick-top medians. Decorative mast-arm traffic signals, corridor signage and repairing and upgrading sidewalks are recommended throughout the corridor. Bulb-out installations are recommended where feasible in higher pedestrian traffic areas.
- **Corridor-wide Promotion:** Establish an organization that creates and manages a corridor-wide marketing and promotions program. A logo and graphic system for the corridor is suggested.
- **Economic Development Support Services:** Support economic development along the corridor by providing support

services to corridor businesses including incentives, training, reference resources, market and demographic information, grand openings and business interns.

Implementation of the plan has two primary components, ongoing programmatic projects and capital improvements. The most significant programmatic recommendations are the formation/continuation of an ongoing entity to advocate for the corridor as a whole, and the continuation and further development of the individual district organizations.

A significant three-phase capital improvements program (CIP) is identified for the corridor to implement a number of the plan recommendations. Phase I ($5.88 million) consists of funded projects that are either recently completed, under construction or let for bid. Phase I projects include mast-arm installations and the BRT Enhancement project. Phase II ($5.65 million) consists of projects are not funded and subject to future appropriations. Potential funding sources are identified. Phase III ($27.2 million) again, consists of projects that are not funded and subject to future appropriations. The largest project in the CIP, by far, is the BRT system construction at $25 million. Potential funding sources for this project include federal FTA funds and/or countywide referendum approved funding

Neighborhood Planning Initiatives

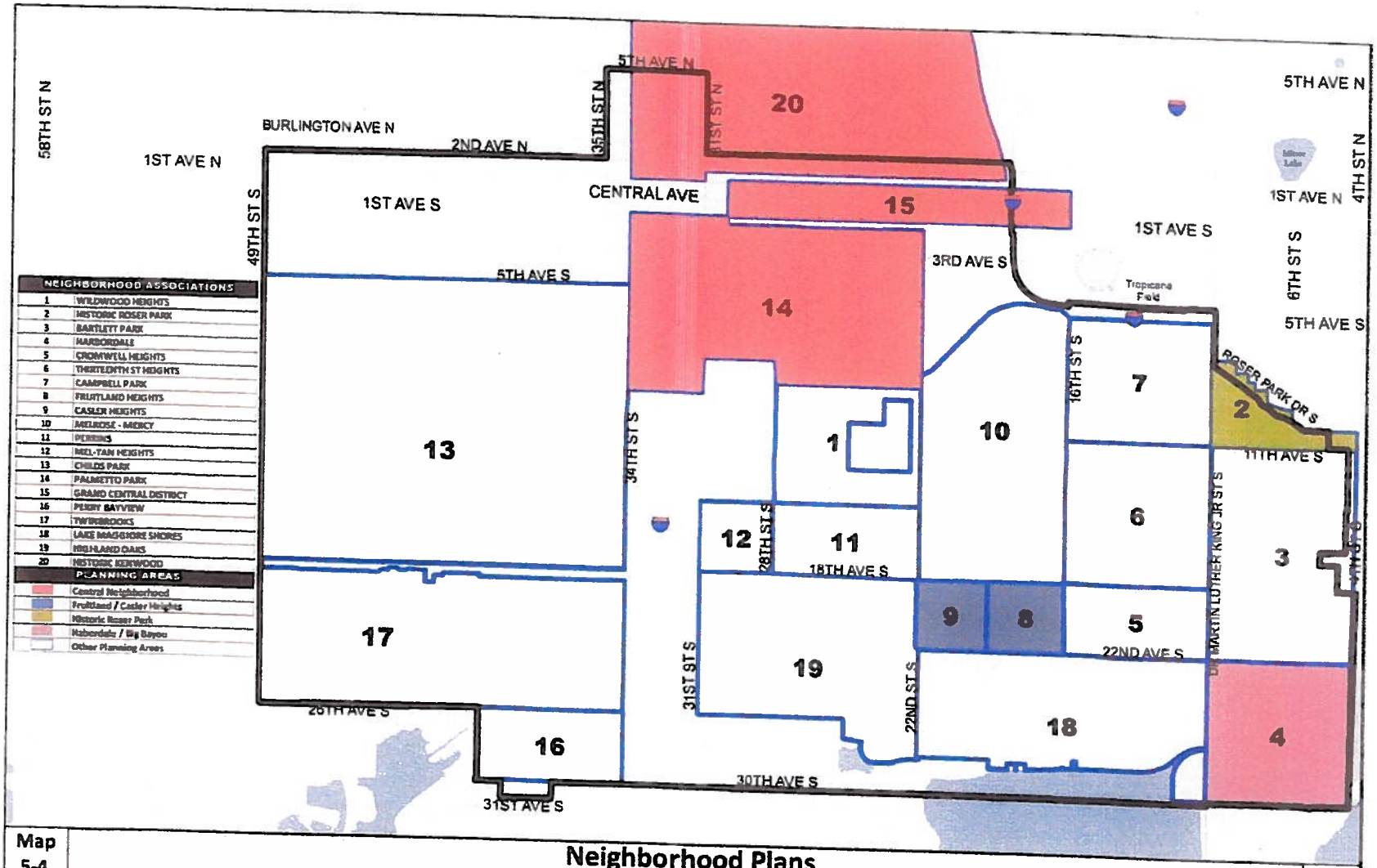
Since 1990, the City of St. Petersburg has had a robust neighborhood planning program. Since 1993, Neighborhood Partnership (now Community Services) took over responsibility from City Planning for neighborhood planning, which included development and implementation of the plans with the residents and their community partners.

Table 5-4 Neighborhood Plans Approved in CRA, 1992-2010

Neighborhood	Original	Update
Central	1992	By 2025
Bartlett Park	1993	By 2025
Historic Roser Park[6]	1993	2014
Childs Park	1995	By 2025
Wildwood Heights	1995	By 2025
Perkins	2000	By 2025
Thirteenth Street Heights	2000	By 2025
Lake Maggiore Shores	2001	By 2025
Melrose Mercy	2001	By 2025
Harbordale	2002	By 2025
Highland Oaks	2002	By 2025
Fruitland Heights/Casler	2003	By 2025
Mel-Tan Heights	2003	By 2025
Cromwell	2004	By 2025
TwinBrooks	2005	By 2025
Perry Bayview	2009	By 2025

Within the South St. Petersburg CRA, sixteen neighborhood plans have been developed and implemented between 1991 and 2010.

[6] One neighborhood plan update, Historic Roser Park, is in the process for City approval and implementation.



Map 5-4

Neighborhood Plans
South St. Petersburg Community Redevelopment Area

The original neighborhood planning areas were allocated $275,000 each – over $4.4 million total - for neighborhood projects and sidewalk construction/repair. The plan projects identified and implemented included landscaping, traffic calming, identity signs, decorative lighting and playgrounds. Additional plan updates will be completed following the completion of the CRA process. These neighborhood plan updates will require a finding of consistency with the South St. Petersburg Redevelopment Plan in addition to other approval requirements. The Redevelopment Plan intends to assist neighborhoods with the implementation of their Plans through the use of tax increment monies where available.

Legal Description

BEGINNING AT A POINT AT THE SOUTHWEST CORNER of the intersection of 26th Avenue South and 49th Street South and proceeding North along the West right-of-way line of 49th Street until intersecting with the North right-of-way line of 2nd Avenue North; and

Proceeding East along the North right-of-way line of 2nd Avenue North to its intersection with the West right-of-way line of 35th Street North and then heading North along the West right-of-way line of 35th Street North until intersecting with the North right-of-way line of 5th Avenue North; and

Proceeding East along the North right-of-way line of 5th Avenue North until intersecting with the East right-of-way line of 31st Street North, and then heading South along the east right-of-way line of 31st Street North until intersecting with the alley at the Southwest corner of Lot 8, Block 16 of Hall's Central Avenue Subdivision, as recorded in Plat Book 3, Page 39 of the Public Records of Pinellas County; and

Proceeding East from the Southwest corner of the aforementioned Lot 8, along the North right-of-way line of the alley until intersecting with the East right-of-way line of Interstate 275, and then heading South along Interstate 275 until intersecting with the North right-of-way line of Interstate 175;

Proceeding East along Interstate 175 until intersecting with the East right-of-way line of Dr. Martin Luther King, Jr. Street South, and then heading South along the East right-of-way line of Dr. Martin Luther King, Jr. Street South until intersecting with the North bank of Booker Creek;

Proceeding Southeast along Booker Creek until intersecting with the North right-of-way line of Roser Park Drive South, and then heading East along Roser Park Drive South until intersecting the centerline of the 5th Street South right-of-way, and then heading South to the North right-of-way line of 11th Avenue South; and

Proceeding East along the North right-of-way line of 11th Avenue South until intersecting the centerline of the north-south alley separating Lots 1 through 6 of the Royal Poinciana Subdivision, as recorded in Plat Book 7, Pages 8 and 9 of the Public Records of Pinellas County, from Lot 1 of the Kamman Partial Replat of the Royal Poinciana Subdivision as recorded in Plat Book 61, Page 91, of the Public Records of Pinellas County; and

Proceeding South along said alley to a point due West of the Southwest corner of Lot 17 of Royal Poinciana as recorded in Plat Book 7, Pages 8 and 9 of the Public Records of Pinellas County, and then East until intersecting with the Southwest corner of said lot; and

Proceeding South from Lot 17 of Royal Poinciana along the West property line of the property described as follows

> FROM SE COR OF NW 1/4 TH N 240FT & W 50FT FOR POB TH W 110FT TH N 90FT TH E 110 FT TH S 90FT TO POB

and then South until intersecting with the South right-of-way line of Newton Avenue South; and

Proceeding West along Newton Avenue South until reaching the centerline of the alleyway separating Lots 3 through 6 from Lot 2, which are part of Block 2 of Croxton Subdivision, as recorded in Plat Book 5, Page 49 of the Public Records of Pinellas County, and then heading South along said alleyway until intersecting the North right-of-way line of Preston Avenue South; and

Proceeding West along Preston Avenue South until reaching the centerline of the 6th Street South right-of-way, and then heading South until intersecting the centerline of the 17th Avenue South right-of-way; and

Proceeding East along 17th Avenue South until intersecting the centerline of the 5th Street South right-of-way, and then heading South until intersecting the centerline of the 18th Avenue South right-of-way; and

Proceeding East along 18th Avenue South until intersecting the East right-of-way line of 4th Street South, and then heading South until intersecting the South right-of-way line of 30th Avenue South; and

Proceeding West along 30th Avenue South, its linear extension through Lake Maggiore and parts west and its segment West of I-275 until intersecting with the East right-of-way line of 37th Street South; and

Proceeding South along 37th Street South until intersecting with the South right-of-way line of 31st Avenue South, and then heading due West along 31st Avenue South and its extension until reaching its terminus and then heading North along the West right-of-way line of 31st Avenue South to the Southwest corner of Lot 8, Block 11 of Bayview Terrace as recorded in Plat Book 8, Page 11 of the Public Records of Pinellas County; and

Proceeding North along the West property line of the aforementioned Lot 8 until intersecting the centerline of the 30th Avenue South right-of-way, and then heading West along 30th Avenue South and its extension until intersecting with the city limits; and

Proceeding North along the city limits until reaching the property commonly known as Twin Brooks Golf Course and described as follows:

> W 638 FT OF NW 1/4 OF NE 1/4 & E 335 FT OF NE 1/4 OF NW 1/4 LESS ST ON N AKA LOTS 9 & 24 CONT 29.18 AC (C)

and West along the city limits, which follows 26th Avenue South until intersecting with 49th Street South and **THE POINT OF BEGINNING.**

MEMORANDUM

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

FROM: Rick Kriseman, Mayor

DATE: April 21, 2015

SUBJECT: Appointment of Jacqueline Kovilaritch as City Attorney

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Pursuant to my memorandum to you dated April 17, 2015, I have appointed Jacqueline Kovilaritch as City Attorney for the City of St. Petersburg effective August 1, 2015. I hereby request your confirmation of this appointment by passing the attached resolution.

Attachments:
April 17, 2015 Memorandum
Resolution

CITY OF ST. PETERSBURG

CITY OF ST. PETERSBURG, FLORIDA

Office of the Mayor

RICK KRISEMAN, Mayor

TO: The Honorable Chair and Members of City Council

FROM: Mayor Rick Kriseman

DATE: April 17, 2015

SUBJECT: Retirement of City Attorney John Wolfe

City Attorney John Wolfe recently marked forty years with the City of St. Petersburg. During those forty years he has played a critically important role in the dramatic transformation of the Sunshine City. Though he still enjoys serving the City of St. Petersburg, as he approaches his 72nd birthday, he has decided it is time to retire.

I wish to appoint Chief Assistant City Attorney Jacqueline Kovilaritch to succeed him as City Attorney. Jackie has served admirably since joining the city in 2000. I am confident that her education, experience and temperament have prepared her well for this leadership position.

Jackie is uniquely qualified to serve as City Attorney. She graduated first in her class at Northern Kentucky University's College of Law and scored in the top 1% on the Ohio Bar Exam. Prior to joining the city, Jackie was associate attorney at Thompson Hine & Flory in Cincinnati. In her nearly fifteen years with the city, Jackie has worked with virtually every city department and has specialized in many areas, including First Amendment law, ethics law, pension, and public finance. She also drafted and negotiated countless contracts for the city, including the Grand Prix agreement and the Bayfront Hospital lease. One of Jackie's most notable accomplishments was assisting the city in obtaining an over $10 million jury verdict in the Wells Fargo litigation.
John and I have agreed to a phasing-out schedule for him to assist Jackie in her transition to City Attorney. To accomplish this, he will assume the role of Special Assistant to the City Attorney upon her becoming City Attorney. He and I have agreed to the following phasing schedule:

1. John will step down as City Attorney on July 31, 2015.
2. With your approval, Jackie will become City Attorney on August 1, 2015.
3. John will remain a full-time city employee with a 10% reduction in pay to reflect his reduced responsibilities. His new title will be Special Assistant to the City Attorney. He will be in the office as usual until the early part of October to assist Jackie in navigating the budget approval process, hurricane season, and our municipal election.
4. As an alternative to taking his accumulated leave as a lump sum and in order to ensure his continued availability to the city beyond October, John will stay employed full-time through January 6, 2016 and make himself available as requested by the City Attorney.

I hereby appoint Jacqueline Kovilaritch as City Attorney effective August 1, and will be formally requesting your confirmation of that appointment at an upcoming council meeting.

NO. 2015-___

A RESOLUTION CONFIRMING THE APPOINTMENT OF JACQUELINE KOVILARITCH AS CITY ATTORNEY FOR THE CITY OF ST. PETERSBURG, FLORIDA EFFECTIVE AUGUST 1, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mayor Richard Kriseman has appointed Jacqueline Kovilaritch as the City Attorney for the City of St. Petersburg effective August 1, 2015; and

WHEREAS, Section 4.04 of the City Charter makes the appointment of the City Attorney subject to City Council confirmation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the appointment of Jacqueline Kovilaritch as the City Attorney effective August 1, 2015 is hereby confirmed.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (~~designee~~)

00230796

ORDINANCE NO. ___

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY ADDING SECTION 2-299 TO DIVISION 7, CHAPTER 2, ARTICLE V, REQUIRING CONTRACTORS TO EMPLOY DISADVANTAGED WORKERS ON MAJOR CONSTRUCTION PROJECTS; PROVIDING THE AUTHORITY FOR THE POD TO PROMULGATE POLICIES AND PROCEDURES TO IMPLEMENT, MONITOR AND ENFORCE THIS REQUIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council hereby makes the findings set forth in the City Code sections adopted by this ordinance regarding the importance of requiring contractors to employ disadvantaged workers to work on major construction projects.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended by adding a new section 2-299 to Division 7, Chapter 2, Article V to read as follows:

Section 2-299. – Major Construction Project Requirements for Disadvantaged Workers

(a) Findings.

(1) The 2015 St. Petersburg unemployment rate is 5.7%. Requiring contractors to employ disadvantaged workers to perform work on construction projects of $5,000,000 or more is necessary to increase employment of disadvantaged workers and decrease the overall level of unemployment.

(2) Unemployment is linked to increased crime and lowering the unemployment rate will be a benefit to the safety of St. Petersburg residents.

(3) The City of St. Petersburg awards millions of dollars in contracts for construction projects each year which results in the creation of a wide variety of employment opportunities. The contracts are paid for by taxpayer dollars which should be used to increase employment opportunities, increase consumer income, decrease levels of poverty and reduce the need for taxpayer funded programs in other areas.

(4) Requiring the employment of unemployed disadvantaged workers on major construction projects will promote business and economic development by increasing the number of experienced and skilled workers in St. Petersburg.

(5) Requiring the employment of unemployed disadvantaged workers on major construction projects will promote economic security for persons working in the City and their families, decreasing the number of citizens in St. Petersburg who rely on public assistance.

(b) Intent.

It is the intent and policy of the City to increase the number of employed disadvantaged workers to attempt to counteract the economic and social ills associated with the unemployment levels that exist within the City. In furtherance of this policy, the City is requiring contractors to employ disadvantaged workers to work on City construction projects of $5,000,000 or more.

(c) Definitions.

(1) The definitions set forth in the procurement code, currently section 2-240, shall apply to this division with the exception of the definition of "construction" which is defined in subsection (2) of this section.

(2) The following definitions shall apply only to this division:

a. *Construction or major construction project* means a City project of $5,000,000 or more which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.

b. *Disadvantaged worker* means a person who has a criminal record who either has received public benefits within the 12 months preceding employment by the prime contractor or subcontractor or has personal income below 50% of the area median income.

c. *Employ* shall mean to permit a person to work for wages.

d. *Hours of Work Performed* means actual hours worked on a major construction project.

e. *Prime contractor or contractor* means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.

f. *Public benefits* means unemployment benefits, healthcare benefits, food stamp benefits and social services benefits as administered by the Federal Government, State of Florida, Pinellas County or City of St. Petersburg.

g. *Subcontractor* means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.

(d) Major Construction Project Bidding and Contract Requirements for Disadvantaged Workers.

(1) *Disadvantaged worker required participation percentage.* At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by disadvantaged workers employed by prime contractors or subcontractors.

(2) *Bidding.* Prime contractors bidding on major construction contracts must submit the following with their bid: a list of the resources which will be used to identify disadvantaged workers, a list of subcontractors proposed to be used for the project, and a description of the work to be performed by the disadvantaged workers.

(3) *Award of contracts.* All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(4) *Changes after work begins.* The prime contractor and subcontractors must make good faith efforts to replace any disadvantaged worker who can no longer work on a major construction project with another disadvantaged worker in order to achieve the participation percentage.

(5) *Documentation of good faith efforts.* A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor is not able to achieve or maintain the required percentage, the contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the contractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers.

(6) *Required documentation.* The prime contractor shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of disadvantaged worker status, and employment status of all disadvantaged workers asserted to meet the percentage required in this division. The prime contractor shall submit the records to the POD at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion). The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(7) *Compliance; Penalties.* Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division shall be deemed a material breach of the contract. A prime contractor's failure to comply

with the provisions of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents or any other available remedies.

(8) *Authority of the POD.* The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(9) *Compliance with federal and state regulations.* The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

(e) Major Construction Project Incentive Program for Disadvantaged Workers.

(1) *Retainage Incentive Authority.* – The POD has the authority to approve reduction of the retainage held on portions of progress payments at each of the following levels of completion of a major construction project: the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion rate). The maximum retainage reduction may result in a reduction from 10% to 7.5% at the 25% point of completion; a reduction from 10% to 5% retainage at the 50% point of completion; and a reduction from 5% to 2.5% retainage at the 99% point of substantial completion.

(2) *Requirements for Incentive.* If all other contract conditions are met by the contractor, in addition to the requirements of this division, the POD may approve a reduction in retainage to be held on portions of progress payments at the 25%, 50%, and 99% points of completion if the contractor hires the determined number of disadvantaged workers.

(3) *Maximum retainage reduction.* If the contractor hires the determined number of disadvantaged workers, or a pro-rata portion, the contractor will be eligible for a reduction of the retainage held on portions of progress payments at each level of completion of the major construction project as long as the contractor maintains the determined number of workers. To qualify for the maximum retainage reduction, the contractor must hire the number of disadvantaged workers which equals to the contract amount multiplied by 0.33 multiplied by 0.30 divided by $40,000.

(4) *Partial retainage reduction.* If the contractor does not hire the determined number of disadvantaged workers, but does hire disadvantaged workers and documents good faith efforts, the reduction in retainage may be pro-rated. The formula for determining a

partial retainage reduction equals the number of disadvantaged workers hired from the list provided by the database or agency designated by the POD divided by the number of workers required for the maximum retainage reduction multiplied by the maximum retainage, rounded to the nearest 0.5%.

(5) *Affidavit of Compliance.* The contractor must submit an affidavit of compliance which includes a list of the names and phone numbers of the disadvantaged workers. The POD will review this affidavit to verify eligibility for a reduction of retainage on progress payments. To qualify for a retainage reduction, the contractor must submit an affidavit of compliance at the 25%, 50% and substantial completion (99% completion rate) levels of project completion as measured by contract payments made by the City.

Section 2. The POD shall prepare an annual report for City Council which should include the dollar amount of each major construction project, the total work hours for each major construction project, and the hours of work performed by disadvantaged workers on each project.

Section 3. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. The administration is authorized to commence all actions necessary to implement the provisions of this ordinance within 90 days after this ordinance is enacted.

Section 5. 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:

City Attorney (designee)

Administration:

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 16, 2015**

COUNCIL DATE: **May 7, 2015**

RE: **Resolution for Repeal of State Statute 218.077(2)**

ACTION DESIRED:

Respectfully requesting City Council pass a resolution to the Florida Legislature to repeal 218.077(2) which prohibits local governments from setting a minimum wage.

RATIONALE:

The Florida Constitution states that "*all working Floridians are entitled to be paid a minimum wage that is sufficient to provide a decent and healthy life*". At the same time, the Legislature passed legislation to prohibit local governments from setting a local minimum wage. The State minimum wage is $8.05 per hour. I doubt anyone would suggest this provides a decent and healthy life.

Please see attached resolution.

Karl Nurse
Council Member

Resolution for Repeal of State Statute 218.077(2)

WHICH PREEMPTS LOCAL JURISDICTIONS FROM PASSING LOCAL MINIMUM WAGES HIGHER THAN THOSE DETERMINED BY FEDERAL AND/OR STATE LAW, AND FROM SETTING EMPLOYEE BENEFITS BEYOND THOSE DETERMINED BY STATE AND/OR FEDERAL LAW.

WHEREAS, Article X, Section 24(a) of the Constitution of the State of Florida states: "PUBLIC POLICY. All working Floridians are entitled to be paid a minimum wage that is sufficient to provide a decent and healthy life for them and their families, that protects their employers from unfair low-wage competition, and that does not force them to rely on taxpayer-funded public services in order to avoid economic hardship"; and

WHEREAS, it is acknowledged (see 2014 Poverty in America Living Wage Calculator) that the living wage for a Florida worker, based on a 40-hour week, to sustain a family of two parents and two children, is $20.54; and

WHEREAS, broad sectors of the Florida workforce fall far below that number:

Healthcare Support	$11.73
Food Preparation and Serving Related	$8.94
Building and Grounds Cleaning and maintenance	$9.77
Personal care and Services	$9.68
Sales and Related	$12.43
Office and Administrative Support	$13.65
Farming, Fishing and Forestry	$8.86
Production	$13.60
Transportation and Material Moving	$12.71

WHEREAS, State Statute 218.077(2), stating, "Except as otherwise provided in subsection (3), a political subdivision may not establish, mandate, or otherwise require an employer to pay a minimum wage, other than a state or federal minimum wage, to apply a state or federal minimum wage to wages exempt from a state or federal minimum wage, or to provide employment benefits not otherwise required by state or federal law," is a violation of the principle that local jurisdictions are best able to assess the needs of their communities; and

WHEREAS, we hold that $15/hour is the absolute minimum required for a decent and healthy life for the workers of Florida and their families (to be annually adjusted for inflation) and Statute 218.077(2) impedes our winning this;

WE HEREBY RESOLVE AND CALL UPON the Legislature of the State of Florida to immediately repeal Statute 218.077(2).

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 21, 2015**

COUNCIL DATE: **May 7, 2015**

RE: ***Referral to the Energy, Natural Resources, & Sustainability Committee***

ACTION DESIRED:

Respectfully request to submit to the Energy, Natural Resources, and Sustainability Committee a new business item to evaluate the merits and budget considerations of utilizing 1) the STAR Community Rating System and 2) ICLEI membership.

BACKGROUND:

Metrics and tools are needed to help the City build an action plan to reach goals to become more sustainable.

STAR offers a comprehensive, data-driven metric system for tracking a city's progress regarding sustainability goals. It is more encompassing and data-driven than the Florida Green Building Coalition's Green Cities Certification.

The STAR Community Rating System, by their own definition, is the nation's first framework and certification program for local sustainability, built by and for local governments and the communities they serve. The Rating System encompasses economic, environmental, and social performance measures for both local governments and the broader community.

ICLEI, also known as **Local Governments for Sustainability**, offers a software program used to help measure local government emissions inventory as well as community wide inventory.

Darden Rice, Council Member
District 4

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 24, 2015**

COUNCIL DATE: **May 7, 2015**

RE: ***Pier Selection Special Election***

ACTION DESIRED:

Respectfully requesting the Mayor, City Council and Administration defer the Pier selection process and hold a special election to allow the voters to vote on whether they want the Destination Pier or a park.

RATIONALE:

- Over 10,000 people voted on the Mayor's survey for the Destination Pier, of which over 5,000 were registered St. Petersburg voters
- Phone survey of St. Petersburg voters overwhelming selected the Destination Pier
- At the meeting on April 23, 2015, of the 96 cards recorded by the City Clerk, with 56 of them speaking, Destination Pier was the first choice, Pier Park the second and Alma the third.

We should not ignore the will of the voters.

Wengay Newton, Council Member
District 7

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 30, 2015**

COUNCIL DATE: **May 7, 2015**

RE: ***Referral to Budget, Finance and Taxation Committee***

ACTION DESIRED:

Respectfully request a referral to the BF&T Committee to consider an effort to reach an agreement with Airbnb to collect the sales tax and tourist taxes from guests as they do in other cities including Chicago and San Francisco. The link below is from their website and outlines some agreements with other cities.

In addition, the City would have to change its code to legalize and regulate the potential negative impacts of this system.

RATIONALE:

An Internet reservation system called "Airbnb" started in 2008 and now operates in 130 countries, has handled more than 25,000,000 short term rentals of all kinds of housing units. Several hundred units are listed in St. Petersburg. This is such a strong worldwide trend that it is time to realize that these rentals are not paying the sales tax or tourist tax which gives them an unfair advantage over traditional hotels or motels. In addition, we have no effective way to mitigate the potential negative side effects since we do not recognize that this business model exists.

Airbnb. http://www.airbnb.com/about/about-U.S.

https://www.airbnb.com/support/article/653?topic=264

Karl Nurse
Council Member

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 30, 2015**

COUNCIL DATE: **May 7, 2015**

RE: ***Referral to the Public Services & Infrastructure Committee***

ACTION DESIRED:

Respectfully request to refer to the Public Services & Infrastructure Committee (PS&I) the Chronic Nuisance Ordinance for the PS&I agenda on May 21, 2015.

Amy Foster, Council Vice Chair
District 8

Attachment

DRAFT 16

CHRONIC NUISANCE ORDINANCE

CHAPTER 9, ARTICLE IV. CHRONIC NUISANCE PROPERTY

DIVISION I. GENERALLY

Sec. 9-61. The City Council hereby makes the following findings:

(a) that any property that has generated three or more responses from the police department for nuisance activities has received significantly more services than the normal level of general and adequate police service provided to the public and has placed an extraordinary and unnecessary burden on the citizens, businesses, taxpayers and property owners of the City, has disproportionately used police services, and substantially reduced the availability of police services for other citizens.

(b) that property owners, and other parties who control a property, that chronically fail to control the use of their property substantially interfere with the comfortable enjoyment of life, health and safety of other citizens and the community.

(c) that it is in the public interest to require the owners and/or other responsible parties of such property to bear the additional costs associated with abating violations at properties at which nuisance activities chronically occur.

(d) that such properties disproportionately consume City services and impose an economic burden on properties in the City.

(e) that nuisance properties receive special services which extend far beyond general law enforcement or code enforcement activities and that the abatement of chronic nuisances by the City is a municipal service.

(f) that abating chronic nuisances possesses a logical relationship to the use and enjoyment of the benefitted real property and provides a direct, special benefit to the real property by:

1) reducing property maintenance costs;

2) reducing property management costs;

3) eliminating the invitation of on-site criminal activities;

4) protecting the health and safety of the occupants and nearby persons;

5) protecting the value of the real property; and

6) enhancing market perceptions of the real property.

g) that the cost of abating the nuisance activities shall be entirely apportioned to the benefitted real property receiving the services.

h) that the cost of abating the nuisance activities may be levied against the benefitted real property as a special assessment superior to all other private rights, interests, liens, encumbrances, titles and claims upon the real property and equal in dignity with a lien for ad valorem taxes.

Sec. 9-62. Definitions and Exemptions.

For the purposes of this division:

a) "Nuisance activity" means when any person associated with a property is charged with a violation of any of the following activities, behaviors or conduct:

1) Chapter 3 - Alcoholic Beverages, Sections 3-10, 11, 13, or 14.
2) Chapter 11, Article III - Noise Pollution.
3) Chapter 4, Article III – Dogs, Sections 4-55 or 57.
4) Chapter 20, Article V, Division 2 – Illicit Synthetic Drugs
5) F.S. § 767.12 - dangerous dogs.
6) F.S. § 790.15(1) - discharging firearm in public.
7) F.S. § 796.06 - renting space to be used for prostitution.
8) F.S. § 796.07 - prostitution.
9) F.S. § 800.03 - exposure of sexual organs.
10) F.S. § 806.13 - criminal mischief.
11) F.S. § 810.08 - trespass in structure or conveyance.
12) F.S. § 810.09 - trespass on property other than structure or conveyance.
13) F.S. § 812.014 - theft.
14) F.S. § 812.019 - dealing in stolen property.
15) F.S. § 812.173 - convenience business security.
16) F.S. § 823.01 - nuisances.
17) F.S. § 828.12 - cruelty to animals.
18) F.S. § 856.011 - disorderly intoxication.
19) F.S. § 856.015 - open house parties.
20) F.S. § 856.021 - loitering or prowling.
21) F.S. § 856.022 - loitering or prowling in close proximity to children.
22) F.S. Ch. 874 - criminal gang enforcement and prevention.
23) F.S. § 877.03 - breach of the peace; disorderly conduct.
24) F.S. Ch. 893 - any offense under the Florida Comprehensive Drug Abuse Prevention & Control Act.
25) Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one year.

26) Any violation of the City Code at a property which was referred to the Code Enforcement Board and that Board or a special magistrate found that the violation continued to exist and placed a lien on the property, and the violation continues to exist for more than sixty days from the recording of the lien. Each continuing violation for which a separate lien was placed shall be a separate violation.

27) Any violation of the City Code at a property which was cited for a municipal ordinance violation and the responsible party either paid the fine or was found guilty of the violation, and the violation continues to exist for more than sixty days after paying the fine or being found guilty. Each continuing violation shall be a separate violation.

b) "Other responsible party" means any individual or entity other than the owner of the property that is operating a business upon the property or is occupying the property, whether pursuant to a lease, license, or otherwise allowed to use the property by the owner.

c) "Person associated with a property" means the property owner, operator, manager, resident, occupant, guest, visitor, patron or employee or agent of any of these persons.

d) "Responsible party" means the owner of the property and any 'other responsible party' as defined herein.

e) "Separate and distinct incident" means that each time that the police department responds to a nuisance activity at the property shall be deemed a separate and distinct incident. This may include multiple incidents occurring on the same day.

f) This division shall not be applied to restaurants or taprooms except for violations of the noise ordinance (Ch. 11), Sec. 3-10 and 3-11 of the alcoholic beverage ordinance and any violation set forth herein which is committed by the owner of the property or business or their employees. The 'theft' category shall not be applied in dealing with retail establishments.

g) This division shall not be applied when the responsible party was the victim of a crime, or when there is more than one responsible party, and one of the responsible parties is the victim of domestic violence.

h) POD is defined in Chapter 1, references to the Chief shall mean the Chief of Police or his or her designee.

Sec. 9-63. Procedure.

a) Notices

1) Whenever the POD determines that the police department has responded to three or more nuisance activities that have occurred at a property during a 30 day period or seven or more nuisance activities within a 90 day period, the POD may notify the property owner or other responsible party in writing that the property is a nuisance. The initial nuisance property notice (INP Notice) shall begin the procedures of this division, although the POD should have other contact with any responsible party in an attempt to abate the nuisance activity prior to the initiation of this process. The INP Notice shall contain:

   i. A clear statement that the property is deemed a nuisance.
   ii. The street address or legal description sufficient for identification of the property.
   iii. A description of the nuisance activities that have occurred at the property, including the dates of the occurrences.
   iv. A statement indicating that the cost of enforcement may be assessed as a special charge against the property, or referred for collection.
   v. Examples of nuisance abatement measures.
   vi. A statement that the property owner or other responsible party shall, within 14 days of date of the INP Notice, either respond to the POD with an acceptable, written action plan (WAP) to abate the nuisance activities at the property or file an appeal pursuant this division.
   vii. A requirement that the WAP shall include the specific address(es) at which all future correspondence and notices shall be sent. Any future notice sent to the address in the WAP by first class mail shall be considered to have been properly served.
   viii. A statement that the notice may be appealed within ten days of the date of mailing.

2) Service of Notice

   i. The INP Notice shall be served by certified mail, return receipt requested, or hand delivery to any responsible party, or by hand delivery at the responsible party's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In the alternative, if the property is used for a nonresidential use, or a residential use with an onsite office, notice may be served by hand

delivery to any employee at the property or office with a copy mailed by first class mail to the property and any responsible party.

ii. If service of the INP Notice cannot be accomplished as set forth above, the INP Notice may be served by publication. The INP Notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the City.

iii. Evidence that an attempt has been made to hand deliver or mail the INP Notice as provided in this section, together with proof of publication as provided this section, shall be sufficient to show that the INP Notice requirements have been met, without regard to whether or not the responsible party actually received the INP Notice.

iv. After the INP Notice has been served as provided in this section, all subsequent correspondence and notices shall be mailed, by first class mail, to the address provided in the WAP, or if no address is provided, to the address at which service of the INP Notice was made or the property at which the nuisance activities occurred, unless otherwise specifically required by this division. Service under this division shall be effective upon mailing.

3) Constructive notice. A responsible party shall be deemed to have notice of a nuisance activity if that responsible party: i) has actual knowledge of the nuisance activity; ii) has received notice of the nuisance activity; iii) has refused to accept a communication sent by certified mail; iv) has reason to know of the nuisance activity; v) knows about a fact related to a nuisance activity; or vi) is able to ascertain the existence of a nuisance activity by checking an official filing or recording. The lack of knowledge of, acquiescence to, participation in, or responsibility for a nuisance activity on the part of a responsible party shall not be a defense to any enforcement of this division.

b) Upon service of the INP Notice, the responsible party shall, within 10 days, either respond to the POD with an acceptable WAP to abate the nuisance activities at the property or file an appeal pursuant this division.

c) Extensions. The POD may extend any deadline for up to 20 days if the responsible party is actively, and in good faith, attempting to comply with this section.

d) Upon receipt of the proposed WAP, the Chief shall review the proposed WAP to determine if the Chief reasonably believes that, based on the measures identified in the proposed WAP, that it will ensure that the identified nuisance

activities will not occur again. Measures to be considered in determining the adequacy of the WAP may include, but are not limited to:

1) Commencement of an eviction action pursuant to F.S. Ch. 83 to remove from the property those individuals engaged in the nuisance activity;
2) Implementation of crime prevention through environmental design (CPTED) measures;
3) Frequency of site visits and inspections at various times of both day and night;
4) Hiring of property management;
5) Hiring of private security;
6) Installation of security cameras;
7) Use and enforcement of a comprehensive written lease agreement which addresses the standard terms of the industry for rentals;
8) Criminal background checks for prospective tenants and lease renewals;
9) Posting of "no trespassing" signs at the property and execution of a "no trespass affidavit" authorizing the police department to act as an agent of the property owner to enforce trespass statutes on the property;
10) Regular requests for offense and incident reports relating to the property that are available through the records custodian of the police department records division;
11) Written documentation of all efforts to curtail or eliminate the re-occurrence of nuisance activities on the property;
12) Any other action that the POD determines is reasonably sufficient to curtail or eliminate the re-occurrence of nuisance activities on the property.

e) Upon review of the proposed WAP, the POD shall accept the proposed WAP if the Chief reasonably believes that, based on the measures identified in the proposed WAP, that it will ensure that the identified nuisance activities will not occur again. If the Chief rejects the WAP, measures shall be identified which, if included in the WAP, will make the WAP acceptable.

1) An accepted WAP shall include a specific timetable for the implementation of each measure of the WAP and shall be fully implemented within forty five (45) days from the date the POD mails notice of acceptance of the WAP to the responsible parties.
2) If implementation of any measure in the WAP is expected to exceed 45 days (e.g. tenant eviction), through no fault of the responsible party, the POD may extend this time limit for such measure so long as the responsible party has implemented all other measures and the responsible party is acting in good faith to implement the measures which need additional time.

f) Whenever the POD determines that an accepted WAP has not abated the identified nuisance activities or that other nuisance activities have begun at the property, and that modification of an accepted WAP is necessary to abate nuisance activities at the property, the POD shall notify the responsible parties in writing that the WAP must be modified. This modification notice shall contain the same information as the INP Notice and, in addition, a description of the nuisance activities that continue to occur at the property and/or the new nuisance activities, and a copy of the previously accepted WAP.

g) Upon receipt of a modification notice, the responsible parties shall, within 14 days either respond to the POD with a modified, acceptable WAP to abate the nuisance activities at the property or file an appeal pursuant this division.
   1) Upon review of the modified WAP, the POD shall accept or reject the proposed modified WAP if the Chief reasonably believes that, based on the measures identified in the proposed modified WAP, that it will ensure that the identified nuisance activities will not occur again.
   2) The modified WAP shall include a specific timetable for the implementation of each aspect of the modified WAP and shall be fully implemented within forty five (45) days from the date the POD mails notice of acceptance of the modified WAP to the responsible parties, subject to the specific extensions for specific measures allowed for the original WAP.

h) Each WAP shall be effective for not less than six months nor more than one year from its approval.
   1) The POD shall determine the period of time the WAP shall be in effect at the time of approving the WAP, which time shall be based on the reasonable amount of time necessary to implement the requirements of the WAP and abate the nuisance activities.
   2) If the WAP is modified, the POD shall establish a new date for termination of the WAP.
   3) A responsible party may request that a WAP be terminated early. The POD may terminate the WAP before the established termination date if the POD determines that the nuisance activities have been abated and are not likely to reoccur in the near future. This decision is within the PODs discretion and is not appealable except as allowed by law to the court system.

i) If the responsible party fails to respond to the INP Notice, proposes a WAP that is rejected by the POD, or fails to implement an accepted or modified WAP completely, the POD shall declare the property a chronic nuisance and notify

the responsible parties in writing that the property is a chronic nuisance, that the cost of any future police services for or any response to subsequent nuisance activities occurring at the property may be assessed as a special charge against the property, or referred for collection, that any responsible parties may be cited for allowing a chronic nuisance property to exist, and that they have ten days from the date of mailing in which to appeal. The POD shall record the declaration of a chronic nuisance in the public records so that any potential buyer will be able to have notice of the declaration.

j) It is a violation of this section to be a chronic nuisance property. The fine for each violation of this section shall be $500. The property owner, business owner, tenant, and manager may each be cited for any violation of this section.

k) The POD or police department may calculate the cost of police services for responses to nuisance activities occurring at the property after the date the property is declared a chronic nuisance and refer the cost to the POD for imposition of a lien and/or collection.

Sec. 9-64. Appeals.

a) Appeals may be taken from:
   1) the INP Notice that a property is a nuisance property,
   2) the written determination by the POD that the property is a chronic nuisance, or
   3) the written determination by the POD that a WAP, or modified WAP, is inadequate or rejected.
b) Failure to file a timely appeal shall be deemed to be a waiver of that right and the responsible party shall have failed to exhaust their administrative remedies.
c) An appeal may be filed by any interested party who has been aggrieved.
d) Any appeal must be filed not later than 5 p.m. on the tenth day after mailing of the action complained of. The appeal:
   1) shall be filed in the City Clerk's Office,
   2) shall be in writing,
   3) shall include a copy of the action complained of,
   4) shall include the address at where any notice of hearing shall be mailed,
   5) shall include the phone number and email address of the person appealing, and
   6) shall be accompanied by a fee of $100. If the interested party filing the appeal prevails, then the appeal fee shall be returned.
   7) The City Clerk shall not accept any appeal which does not meet these requirements.

e) The appeal shall be heard by a hearing officer who is an attorney licensed to practice law in Florida. Hearing officers shall be recommended by the City Attorney and confirmed by City Council.

f) A notice of the appeal hearing by a hearing officer shall be at least ten days prior to the time of the hearing and shall identify the location of the hearing.

g) The hearing shall be a quasi-judicial hearing at which the hearing officer determines whether the POD followed the correct procedures and that the action appealed from meets the requirements of this division. If the rejection of a proposed WAP is the subject of the appeal, the hearing officer shall determine whether the measures identified in the proposed WAP, if implemented, are likely to abate the nuisance activities. If they are not, the hearing officer shall deny the appeal.

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

i) The burden of proof is upon the City to show that, by a preponderance of the evidence, the correct procedures were followed and that the determination of the POD meets the requirements of this division.

j) At the hearing, the hearing officer shall affirm, modify or reverse the action of the POD and enter a final written order. When the hearing officer affirms the action of the POD, the POD may proceed without further delay.

k) Any person aggrieved by the decision of the hearing officer may seek judicial review if allowed by the State appellate rules or other applicable law.

l) As used in this subsection "interested party" means a person who possesses a present legal right of present or future enjoyment of the property by virtue of a deed, title, mortgage, fully executed contract for purchase, lien o or estate in the property, judgment of court, being a named beneficiary in a will or trust of a deceased owner (or the legal spouse of the property owner).

m) Any interested party appearing before the hearing officer may appear in person, by legal counsel or by an agent.

Sec. 9-65. Change of ownership.

a) Any purchaser of a chronic nuisance property at a judicial sale, any trustee of a chronic nuisance property in receivership, and any personal representative of an estate in probate (or the beneficiaries if the owner died intestate) for which a chronic nuisance property is an asset shall file a WAP within forty five days after they become responsible for, or legally in control of, the property.
b) An arms length purchaser or bona fide purchaser for value who purchases the property shall file a WAP within forty five days after closing or they become responsible for, or legally in control of, the property.
c) A new owner who obtains title to a chronic nuisance property and who does not fall into one of the categories of owners set forth in this section, shall step into the shoes of the previous owner and comply with any WAP which has been approved or, if no WAP is approved, shall have ten days to file a WAP or an appeal with the POD.

Sec. 9-66. Cost Recovery.

a) Establishment of costs
    1) All bills for police service costs shall be for the actual cost of the police services provided to the property.
    2) All bills for police service costs shall be supported with written documentation showing the actual time and costs for police services provided to the property.

b) Billing of police service costs
    1) The property owner of the nuisance property and all other responsible parties are responsible for paying all police service costs.
    2) Police service costs shall be billed to the property owner by first class mail to the address listed on the ad valorem tax roll and to any other responsible party at the address provided in the WAP. The bill shall contain at least the following information:
        i. The street address or legal description sufficient for identification of the property,
        ii. A description of the nuisance activities that occurred on the property;
        iii. A description of the police services provided to abate the nuisance activities, and cost of the services;
        iv. A statement that the total amount of the bill shall be paid to the City within 30 days from the date of the bill and that any police service costs that are not paid within 30 days from the date of the bill shall be delinquent;

v. A statement that that any unpaid police service costs will be levied against the property as a non-ad valorem assessment equal in rank and dignity with a lien for ad valorem taxes; and

A statement that unpaid assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632.

Sec. 9-67. Cost Recovery Termination.

If the property receives no police calls for service for one year, then it shall no longer be a chronic nuisance under this section and shall not be billed for any additional police calls unless the POD initiates this process from the beginning.

Division 2. SPECIAL ASSESSMENTS

Sec. 9-71. Police service costs; no-ad valorem assessment.

a) Whenever a responsible party has been notified that a chronic nuisance exists at a property and has been billed for 3 or more separate nuisance activities within a one-year time period for the costs of police services and such bills are delinquent, the POD may initiate the assessment procedures set forth herein. After the initiation of these procedures, any delinquent bill for police service costs may be assessed against the property.
b) Any police service costs that remain unpaid and are therefore delinquent may be levied against the benefitted real property as a non-ad valorem special assessment.

Sec.9-72.Non-as valorem assessments.

The POD shall follow the procedures for assessing a non-ad valorem assessment as set forth in state statutes (currently F.S. 197.3632 – Uniform Method for the levy, collection and enforcement of non-ad valorem assessments) and any additional requirements of this division. In the event of any conflict, state procedures shall control.

Sec.9-73 Initial assessment roll.

a) *Contents of initial assessment roll.* The POD shall, annually, prepare an initial assessment roll for delinquent police service costs which shall contain the following:

1) A summary description of all benefited real property with delinquent police service costs to be assessed, conforming to the description contained on the ad valorem tax roll;
2) The name of the owner of the benefited real property as listed on the ad valorem tax roll; and

3) The amount of the delinquent police service costs to be assessed against each parcel of benefited real property.

b) *Public inspection of initial assessment roll.* The initial assessment roll shall be retained by the City Clerk and shall be open to public inspection. The foregoing shall not be construed to require that the assessment roll be in printed form if the amount of police service assessment for each parcel of benefited real property can be determined by use of a computer terminal available to the public.

c) *Notice to property appraiser.* A copy of the initial assessment roll shall be provided to the property appraiser and included as a part of the notice of proposed property taxes if required by state law (F.S. § 200.069, the truth-in-millage notification).

Sec. 9-74. Final assessment roll; Public hearing.

a) *Public hearing.* The City Council shall adopt a final non-ad valorem assessment roll at a public hearing held in accordance with state law (currently F.S. § 197.3632).

b) *Notice by mail.* The City shall mail notice of the public hearing to the property owner(s). The mailed notice shall conform to the requirements for non-ad valorem assessments set forth in state law (currently F.S. § 197.3632). Notice shall be mailed by first class mail prior to the hearing to each property owner at the address listed on the ad valorem tax roll. The mailed notice shall contain at least the following information:

1) The purpose of the assessment;
2) The total amount to be levied against each parcel of assessed real property;
3) A statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title;
4) A statement that all affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of the notice; and
5) The date, time, and place of the hearing.

Failure of the property owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for payment of a police service cost assessment.

c) *Notice by publication.* The City shall publish notice of the public hearing in a newspaper of general circulation in the City. The published notice shall conform to the requirements set forth in state law (currently F.S. § 197.3632) and shall contain at least the following information:

1) A geographic description of the real property subject to the assessment;
2) A brief and general description of the police services provided;
3) The fact that the assessment will be collected by the tax collector;
4) A statement that all affected property owners have the right to appear at the public hearing and the right to file written objections with the POD within 20 days of the publication of the notice; and
5) A statement that the initial assessment roll is available for inspection at the office of the City Clerk and that all interested persons may ascertain the amount to be assessed against a parcel of assessed real property at the office of the City Clerk.

Sec. 9-75. Public hearing; adoption of final assessment roll.

a) *Public hearing.* At the public hearing, the City Council shall receive the written objections and shall hear testimony from all interested persons. If the City Council adopts the final assessment roll, the City Council shall specify the amount of the assessment. Notwithstanding the notices provided for in this division, the City Council may adjust the assessment or the application of the assessment to any assessed real property based on the benefit which the City has provided to the property.

b) *Adoption of final assessment roll.* The City Council may, at the public hearing or at any subsequent meeting of the City Council, adopt an assessment roll which shall confirm, modify, or repeal the initial assessment roll with such amendments, if any, as the City Council deems equitable.

c) *Legislative determination of special benefit and fair apportionment.* The adoption of the final assessment roll by the City Council shall constitute a legislative determination that all assessed parcels of real property derive a special benefit from the police services provided by the City and a legislative determination that the assessments are fairly and reasonably apportioned to the properties.

Sec. 9-76. Lien of police service assessments.

Upon the adoption of the final assessment roll, all police service cost assessments shall constitute a perfected lien against the assessed real property superior to all other private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with a lien for ad valorem taxes.

Sec. 9-77. Correction of errors and omissions.

a) *Validity of assessment.* Any informality or irregularity in the proceedings in connection with the levy of a police service costs assessment shall not affect the validity of the assessment after approval by the City Council. A police service costs assessment as finally approved by the City Council shall be competent evidence

that the assessment was duly levied, made and adopted, and that all other proceedings were duly taken. No act of error or omission on the part of the property appraiser, tax collector, POD, or other employee of the City shall operate to release or discharge any obligation for payment of a police service costs assessment imposed by the City under this division.

b) *Correction of errors by the POD.* Prior to the delivery of the assessment roll to the tax collector, the POD shall have the authority at any time to correct any error or omission in applying the assessment to any particular parcel of assessed real property not otherwise requiring the provision of notice pursuant to state law. Any such correction shall be considered valid ab initio and shall not affect the enforcement of the police service costs assessment. Any such correction shall be processed by the POD and not the property appraiser or tax collector.

Sec. 9-78. Method of collection.

Police service costs assessments shall be collected pursuant to the uniform method provided in state law (currently F.S. § 197.3632), unless the POD determines that another enforcement method is more effective. Any hearing or notice required by this division may be combined with any other hearing or notice required by any other provision of law.

Sec. 9-79. Alternative method of collection.

a) In lieu of using the non-ad valorem assessment method, the POD may elect to collect a police service cost assessment by any other method authorized by law.

b) Notwithstanding the City's use of an alternative method of collection, POD shall have the same power and authority to correct errors and omissions as provided in this division.

DRAFT

ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report for April 23, 2015

Members & Alternate: **Budget, Finance & Taxation Committee: Chair James R. "Jim" Kennedy, Jr.; Vice- Chair Karl Nurse; William Dudley; Charles Gerdes; and Darden Rice (alternate).**

Support Staff: **John Armbruster, Personnel Analyst III, Human Resources**
Meghan Wimberly, Administrative Assistant, Billing & Collections

A. Call to Order

B. Approval of Agenda - Unanimously approved.

C. Approval of Minutes

1. **April 9, 2015** - Unanimously approved.

D. New/Deferred Business

1. **April 23, 2015**

a. Quarterly Grants Report (Ojah-Maharaj)

Shrimatee Ojah-Maharaj, Grants Officer, provided the Committee an overview of the First and Second Quarter Grants Report, and a PowerPoint presentation reflecting grant activity. Ms. Ojah-Maharaj highlighted that over the first two quarters of this fiscal year, 11 grants were awarded totaling $5,012,362. Ms. Ojah-Maharaj also stated she will continue to work with the other departments to find additional federal, state and private grants, and that she is working with the Purchasing Department to issue an open ended Request For Qualifications to find external grant writers, who will find additional grant opportunities for the City.

Anne Fritz, Finance Director, provided the Committee an overview of the City's efforts to comply with new Federal Office of Management and Budget grant regulations called Uniform Guidance. These regulations control grant management, administration and reporting.

The Committee discussed the need to establish personal relationships with grant providers beyond a written submittal of a grant request, and ways to ensure adequate funding is available for staff to pursue such personal relationships, E.g. travel expenses to meet with grant providers.

Councilmember Nurse discussed the importance of the City assisting the County's efforts to develop the 240 acre Toy Town Project. Councilmember Nurse made a motion to ask City Council to make City efforts in this regard a priority. The motion unanimously passed.

b. Resolution Confirming Airport Advances (Fritz/Zeoli)

Ann Fritz, Finance Director, provided the Committee a Resolution requesting approval of a previous advance of $2,899,853 from the General Fund to the Airport Enterprise Fund. She explained that the Resolution formalized the advance as a 15 year interfund loan. Ms. Fritz and the Committee discussed how the interest rate of the loan would be calculated based upon the City's blended investment portfolio rate verses the current market borrowing rate.

Councilmember Dudley made a motion to bring the Resolution to City Council for approval. The motion unanimously passed.

E. Continued Business

F. Upcoming Meetings Agenda Tentative Issues

1. **May 21, 2015**

    a. **Second Quarter Financial Report (Fritz)**

2. **May 28, 2015**

    a. **Offering Illness Leave Benefits to Part-Time Employees (Guella/Cornwell)**

    b. **Public Art Ordinance that requires developers of private construction projects to include a public art component equal to 2% of total project (Goodwin/Atherholt)**

3. **July 30, 2015**

    a. **Third Quarter Financial Report – (Fritz)**

G. New Business Item Referrals

H. Adjournment

The meeting adjourned at approximately 9:17 AM.

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN INTERFUND LOAN IN AN INITIAL AMOUNT OF $2,899,853 FROM THE GENERAL FUND TO THE AIRPORT ENTERPRISE FUND TO EVIDENCE CERTAIN PRIOR ADVANCES RELATING TO ALBERT WHITTED AIRPORT; PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") has made certain prior advances relating to Albert Whitted Airport ("Airport") from the General Fund to the Airport Enterprise Fund (the "Advances"); and

WHEREAS, the Advances currently total $2,899,853 and this amount may increase in the future if certain conditions described below are satisfied, to be evidenced by budget appropriations made by the City Council in the manner described herein; and

WHEREAS, the City has determined, based upon the advice of Public Financial Management Inc., the City's Financial Advisor, that the most-cost effective way to finance the Advances is by means of an interfund loan for a term of approximately 15 years from the General Fund (this Airport interfund loan is hereinafter referred to as the "AIL"); and

WHEREAS, the City Council desires to formalize, ratify and approve the AIL;

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

SECTION 1. Approval. The AIL made by the General Fund to the Airport Enterprise Fund in an amount equal to $2,899,853 to finance the Advances is hereby formalized, ratified and approved.

SECTION 2. Terms of AIL. The terms of the AIL are described below:

1) The amount of the AIL may be increased without amending this resolution only if such increases relate to capital expenditures of the Airport intended to improve operations and increase revenues, so long as it is evidenced by budget appropriations made by the City Council which specifically reference this resolution by number. The amount of the AIL may be increased to provide funds for operating expenses of the Airport only upon an adoption of an amendment to this resolution.
2) Any proceeds of the AIL which are not expended shall be invested in the manner and to the extent permitted by the City's written investment policy.

3) The interest rate on the AIL shall be equal to the City's blended investment portfolio rate.
4) Interest on the AIL shall be paid annually on September 30th of each year, commencing on September 30, 2015.
5) The maturity date of the AIL is September 30, 2030.
6) Principal of the AIL shall be due on the maturity date, unless earlier paid. The AIL can be paid prior to maturity, in whole or in part at any time at a price equal to the principal amount thereof to be paid, plus accrued interest to the date fixed for early payment, without penalty.
7) Notwithstanding anything herein to the contrary, if a payment date does not fall on a business day, the payment will be due on the immediately preceding business day. The AIL is unsecured, and does not constitute an indebtedness of the City for any purpose.

SECTION 3. Repeal of Inconsistent Instruments. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption.

Approved as to Form and Substance:

_____

City Attorney (Designee)

City of St. Petersburg
Public Services & Infrastructure Committee
Meeting of April 23, 2015 - 9:15 a.m.
City Hall, Room 100

Members and Alternates: Chair Bill Dudley, Jim Kennedy, Darden Rice
Alternate: Amy Foster

Others present: Council Members Karl Nurse, Charlie Gerdes; Support Staff: Blaise Mazzola, Claims Supervisor and primary support staff; Mika Nelson, Library Director and backup support staff; Gary Cornwell, City Administrator; John Wolfe, City Attorney; Jacqueline Kovilaritch, Chief Assistant City Attorney; Mark Winn, Assistant City Attorney; Heather Judd, Assistant City Attorney; Major Sharon Carron, Police Department; Lieutenant Markus Hughes, Police Department, Lieutenant Cleven Wyatt, Police Department; Evan Mory, Transportation and Parking Management Director; Mike Frederick, Manager Neighborhood Transportation, Travis Norton, Chamber of Commerce.

1) Call to Order 9:24 A.M.

2) Approval of Agenda Passed 4-0

3) Approval of Minutes Passed 4-0

   a) April 9, 2015

      CM Kennedy requested that backyard gun ranges item discussed at the April 9, 2015 PS&I meeting appear on the Pending and Continuing Referral list. John Wolfe provided a synopsis of his findings, Florida State Law states that firearms cannot be discharged in a reckless manner and events that include firearm discharge should be judged by this standard. Mr. Wolfe added that no action is needed at this time. Item will be not appear on Pending and Continuing Referral list.

4) New Business

   a) Short Term Improvements in regulating noise downtown (Mark Winn, Legal Department; Major Sharon Carron, Police Department; Lieutenant Markus Hughes, Police Department)

      Mark Winn provided a draft ordinance and map and explained that the intention of the ordinance is to make it clearer and more enforceable. CM Nurse thanked Legal and the Police Department for their efforts and believes the ordinance will make a significant difference. CM Kennedy questioned if the ordinance had been circulated to the local businesses and if it will affect the thriving downtown.

      Travis Norton with the Chamber of Commerce stated he has had conversations with businesses and some have suggested the City use a "decibel" test rather than "plainly audible". CM Kennedy would prefer that the downtown businesses weigh in before making a decision. CM Rice commented that this was by no means a new issue adding that she is excited about downtown, but the establishments with outdoor speakers playing after the allowable hours are egregious. Mark Winn provided a background on the attempts since the mid 80's to enforce noise related issues. He included that in the past decibel based noise testers have required training, calibration, testing, and have been expensive. CM Nurse suggested that asking the establishments to close their doors and shut off outdoor speakers by the specified time is a modest request.CM Gerdes agreed that stakeholders should be involved, but they have not been

excluded from the discussion as this issue has been around for a long time. CM Foster understands CM Kennedy's sentiment on stakeholders, however she believes this is a step in the right direction. CM Rice believes that when citizens are not able to get adequate amounts of sleep due to noise it becomes a public health issue. CM Rice made a motion to include the ordinance with the Committee Report to be heard at the next Council Meeting (May 7) for First Reading and setting the public hearing date. CM Dudley added there is a vibrant downtown and there is a need to co-exist, and that an ordinance must be enforceable. CM Dudley believes the ordinance to be fair as this is a quality of life issue. The motion passed 4-0.

Action Item: *Staff to include the Ordinance with the Committee Report to be heard at the next Council meeting (May 7) for First Reading and setting the public hearing date.*

5) New Business Referrals from Council

a) Referring to the Public Services and Infrastructure Committee for a report from the Legal Department regarding the current Door-to-Door Solicitation Ordinance. (Councilmember Kornell)

Jacqueline Kovilaritch explained that this referral was brought forward by CM Kornell because of aggressive door-to-door solicitation. The goal is to revise the ordinance to be clearer and have a greater ability to enforce. CM Kennedy made a motion for Legal to continue working on the item and report back to the PS&I Committee. Motion passed 3-1.

Action Item: *Staff to report back to Committee.*

b) Referring to the Public Services and Infrastructure Committee for consideration of possible ordinance and regulation changes to make St. Petersburg a more Pedalpub city, also to consider downtown horse drawn carriage tours. (Councilmember Nurse)

CM Nurse discussed a letter he received from a pedal bus business owner and would like to have a discussion on the points within the letter. The Committee requested a return date of June 11th.

Action Item: *Staff to report back to PS & I Committee to discuss items of concern listed in the correspondence from the pedal bus owner and operator.*

c) Referring to PSI for a report regarding the regulations and enforcement of truck routes in neighborhoods. (Councilmember Kennedy)

Mike Frederick provided a handout regarding restricted vehicles and unrestricted vehicles, provided a map of the truck routes within City limits, and initiated a discussion on the referral item. Lt. Wyatt added that the Police Department will either cite or educate the driver during a traffic stop.

The committee was satisfied with the discussion the item will be removed from the Pending and Continuing Referral List.

6) Upcoming Meetings

   a) May 21, 2015

      i.) Emergency Disaster Plan for low flood prone areas. (Mike Connors)
      ii.) City Code 16.60.030.2, Nonconforming Lots and Grandfathered Situations (Dave Goodwin)

7) Adjournment 10:24 A.M.

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE; PROHIBITING LOUD AND RAUCOUS NOISE EMANATING FROM BUILDINGS AND PRIVATELY OWNED OUTDOOR SPACES BY REQUIRING WINDOWS AND DOORS TO REMAIN CLOSED; REQUIRING OUTDOOR SPEAKERS TO BE TURNED OFF AT CERTAIN TIMES; PROVIDING FOR ENHANCED PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a compelling interest in protecting the public from excessively loud noise, as recognized by the Florida Supreme Court in *State v. Catalano*, 104 So.3d 1069 (Fla. 2013); and,

WHEREAS, the Florida Supreme Court has held that the "plainly audible" standard is not an unconstitutionally vague standard; and,

WHEREAS, excessive noise can be detrimental to the public health, welfare, safety, and tranquility; and,

WHEREAS, the City may regulate excessive noise, even in a public forum, to protect its significant and compelling interest in prohibiting excessive noise; and,

WHEREAS, this issue is also more acute in the downtown area where there has been an increase in the number of bars, nightclubs, restaurants and other establishments with outdoor use areas and an increase in the number and concentration of residential units in condominium and apartment complexes; and

WHEREAS, this issue is more acute in the later night and early morning hours because there are lower levels of ambient noise; and

WHEREAS, the City has received numerous noise complaints in the late night and early morning hours in the downtown core area where a greater density of late night businesses and residential uses exist; and

WHEREAS, for many years the City has worked to find a balance between these two competing interests; and

WHEREAS, due to the greater amount of pedestrian activity, some of these businesses use outdoor music to help attract patrons to the business by raising the volume of the outdoor music; and

WHEREAS, most businesses have conducted their operations in a reasonable manner and have taken into consideration the concerns of their residential neighbors in the late night hours; and

WHEREAS, the City finds that violations of the prohibition against excessive noise are a threat to the public health, safety and welfare and that additional regulations in the downtown area are necessary to protect the public health, safety and welfare; and

WHEREAS, the City finds that these regulations serve a substantial government interest and are the least restrictive means to address this problem.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 11-47 of the St. Petersburg City Code is hereby amended by adding a new definition, in the appropriate alphabetical order, for 'Residential Proximity Zone', to read as follows:

Residential Proximity Zone. This zone shall include all properties on both sides of the rights of way that form the boundaries of the zone. The boundaries start at the corner of Beach Drive and Central Avenue, then north on Beach Drive to 3rd Ave. N., then west to 2nd St. N., then south to 1st Ave. N., then west to 3rd St. N., then south to 2nd Ave. S., then east to 2nd St. S., then north to Central Ave., then east to Beach Drive.

Section 2. Sections 11-53(3) and (4) of the St. Petersburg City Code are hereby amended to read as follows:

(3) Buildings.

a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a nonresidential zoning district so that the sound is plainly audible to any person at a distance of 100 feet or more from the building between 11:00 p.m. and 8:00 a.m. the following morning. <u>After 11:00 p.m. such building shall keep all doors and windows closed except when doors are being used for ingress and egress. Doors shall not be allowed to stand open when people are not actually entering or leaving. Restaurants and Bars that have a window bar that allows service directly to patrons on the right of way, may leave the windows necessary for service open during business hours.</u>

b. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a residential zoning district so that the sound is plainly audible to any person at a distance of 25 feet or more from the building between 11:00 p.m. and 8:00 a.m. the following morning.

c. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a residential zoning district so that the sound is plainly audible to any person at a distance of 500 feet or more from the building between 8:00 a.m. and 11:00 p.m.

d. Sound which may escape a building during the normal use of doors for ingress and egress shall not be a violation of this section.

e. Any speakers placed outside a building in the Residential Proximity Zone shall be turned off at 11:00 p.m. so that no sound is audible from the outdoor speakers. This includes speakers in outdoor cafes, outdoor music areas (decks, patios, etc.) and any location in the right of way.

f. The first violation of subsection e is punishable by a Class I fine as established by Administrative Order of the Court. Any violation of subsection e within a year of another violation, which has been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $350. Any third violation of subsection e, and any additional violations, within a calendar year of two previous violations, which have been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $500.

(4) Privately-owned outdoor places.

a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor place in a nonresidential zoning district so that the sound is plainly audible to any person at a distance of 100 feet or more from the source of the sound between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

b. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor place at a nonresidential use, when making sound is not the principal use of the property (e.g., the outdoor deck of a restaurant), so that the sound is plainly audible to any person at a distance of 1,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. (12:00 midnight on Fridays, Saturdays and the days before a national holiday, this is an exception to subsection (4)a of this section).

c. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor place, when making sound is the primary, lawful permitted use of that portion of the property (e.g., a performance venue), so that the sound is plainly audible to any person at a distance of 3,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. (12:00 midnight on Fridays, Saturdays and the days before a national holiday, this is an exception to subsection (4)a of this section).

d. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor

place at a residential use, so that the sound is plainly audible to any person at a distance of 500 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m.

e. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any privately owned outdoor place in a residential zoning district so that the sound is plainly audible to any person at a distance of 25 feet or more from the source of the sound between 11:00 p.m. and 8:00 a.m. the following morning.

f. For the purposes of this section, the operation or playing of the above enumerated machines or devices shall be deemed to be outdoors if the musical instrument or speakers are not located within a building or other structure which is fully enclosed by walls and a roof and all doors and windows are closed.

g. Any speakers placed outside a building in the Residential Proximity Zone shall be turned off at 11:00 p.m. so that no sound is audible from the outdoor speakers (12:00 midnight on Fridays, Saturdays and the days before a national holiday, this is an exception to subsection (4)a of this section). This includes speakers in outdoor cafes, outdoor music areas (decks, patios, etc.) and any location in the right of way.

h. The first violation of subsection g is punishable by a Class I fine as established by Administrative Order of the Court. Any violation of subsection g within a year of another violation, which has been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $350. Any third violation of subsection g, and any additional violations, within a calendar year of two previous violations, which have been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $500.

SECTION 3. Words in ~~struck-through~~ type shall be deleted. Underlined words constitute new language that shall be added. Provision not specifically amended shall continue in full force and effect.

SECTION 4. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 5. 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.

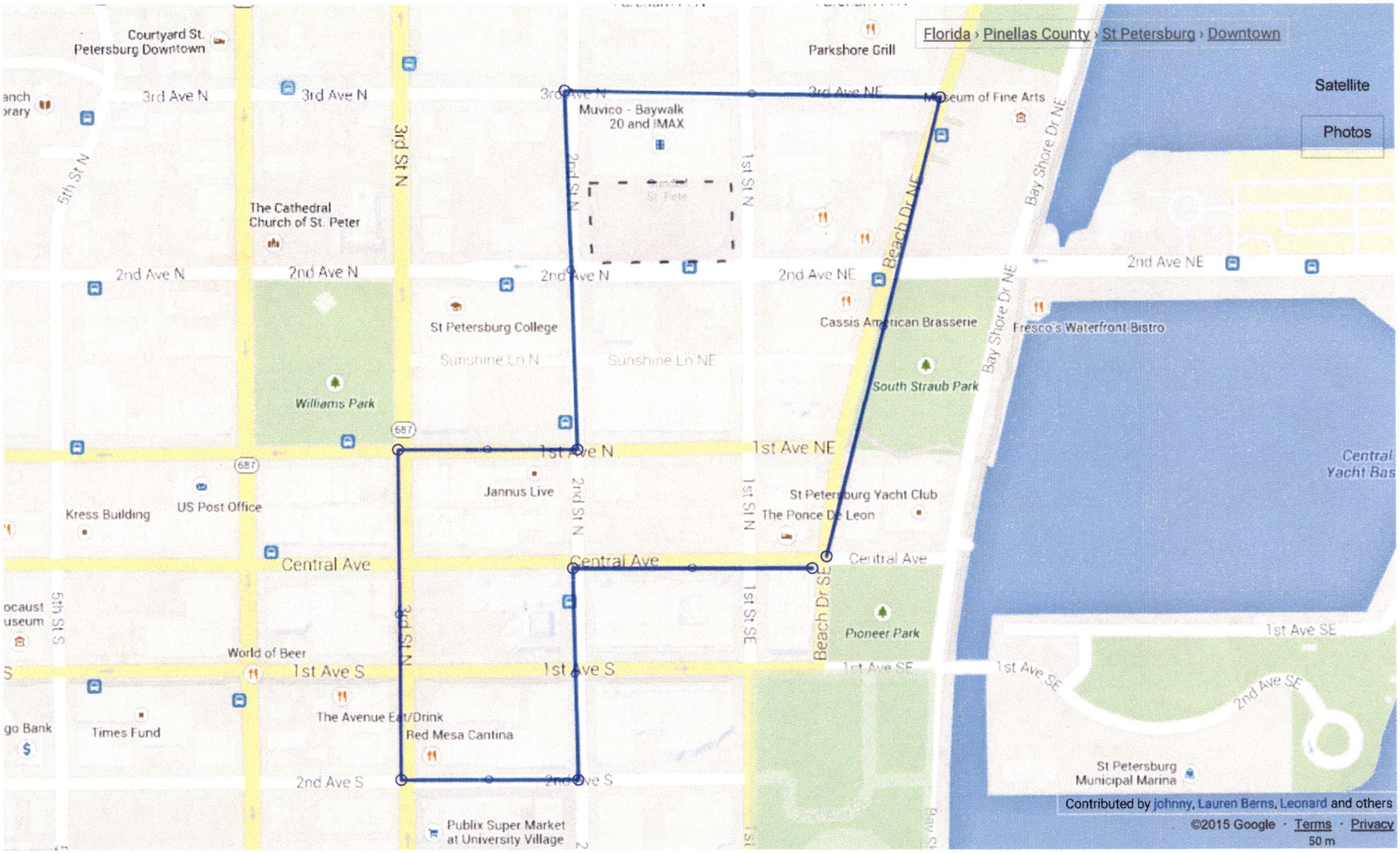
Approved as to form and content:

_____

City Attorney (designee)

Additional Info H-2 (a)

Draw a Line Cancel



REPORT

ST PETERSBURG CITY COUNCIL
ENERGY, NATURAL RESOURCES & SUSTAINABILITY COMMITTEE

AGENDA

Meeting of April 16, 2015
1:00 p.m. – City Hall Room 100

Members & Alternate: Chair, Darden Rice; Vice- Chair Karl Nurse;
Bill Dudley, Steve Kornell, Charlie Gerdes (Alternate)

Support Staff: _____

A. Call to Order

B. Approval of Agenda – **Moved and Approved**

C. Approval of Minutes – **Moved and Approved**

1. March 19, 2015

D. New/Deferred Business

1. Cathy Harrelson, St. Petersburg Sustainability Council

Council member Rice wanted to make the distinction that the Energy, Natural Resources & Sustainability Committee, which is a City Council Committee and the St. Petersburg Sustainability Council is a community group which both groups will work closely together.

Cathy Harrelson gave an update of the St. Petersburg Sustainability Council. The SPSC was created in the end of 2013. The SPSC began with four working groups, Built Environment, Mobility, Health and Community. SPSC is a stakeholder for the St. Petersburg micro grid, contributed to the Urban Agriculture Ordinance, members of the People's Trash Coalition, founding member of the Tree Ordinance working Group, participated in the, Funders Network grant and the 100 Resilient Cities grant process. SPSC generated a letter for support for the creation of the ENR&S committee; supports STAR as a program that provides more community based metrics and commitment and, working with the City on the creation of the Tree Ordinance. SPSC is providing input to the working group on the Downtown Waterfront Master Plan. SPSC can and should play a pivotal role in the 100 Resilient Cities Grant. Worked with Homeland Security in the recent Climate Hazard Seminar. The SPSC are working on creating a website, the 501(c), creating a Technical Advisory Council. The SPSC commitment is to make a shift to a truly sustainable city.

2. Jennifer Winter, Sustainability Coordinator, USFSP

   Jennifer Winter, USFSP Sustainability Coordinator gave a presentation on the work that the college is doing. Currently working on two major projects, the Green House Gas Inventory & Climate Action Plan, and the Association for the Advancement of Sustainability in Higher Education, STARS 2.0. USFSP Sustainability current programs are an Environmental Science Program, Student Green Energy Fund, CERCC, Dept of Sustainable Initiatives through Student Government and a USFSP Sustainability Work Group. USFSP recently completed through a grant a 100 kW PV install on top of the garage and a 200kW energy storage. They have also installed 2 electric vehicle charging stations. The other projects are in progress the GHG Inventory Housed in Facilities Services, and the Climate Action Plant. USFSP is in the planning phase for STARS 2.0 and a Microgrid project.

E. Continued Business

F. Upcoming Meeting Agenda Tentative Issues

   1. May 21, 2015 - **Staff will report back to the Committee with its finding on why the City of St. Petersburg did not get the 100 Resilient Cities grant**

G. New Business Item Referrals (attached)

   1. Review and re-prioritize referral list

H. Adjournment

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Community Redevelopment Agency
Meeting of May 7, 2015

CRA Case File: SSPRP-2015-01

RECOMMENDATION

City Administration recommends the Community Redevelopment Agency (Agency) make the following recommendations to City Council:

1. Adopt the Community Redevelopment Plan for the Southside St. Petersburg CRA.

2. "Sunset" and supersede the four existing community redevelopment plans within the Southside St. Petersburg Community Redevelopment Area, which are the 16th Street South Revitalization Plan, Dome Industrial Park Pilot Project Site, Dome Industrial Park, and Tangerine Avenue.

3. Amend the original request to the Pinellas County Board of County Commissioners to establish two tax increment financing (TIF) districts and two redevelopment trust funds set forth in Resolution 2013-247 to now establish one TIF district and redevelopment trust fund encompassing the entire 7.4-sq.mi. CRA.

4. Rename the CRA as the "South St. Petersburg Community Redevelopment Area".

OVERVIEW

The South St. Petersburg Redevelopment Plan is a multifaceted revitalization strategy that embraces both traditional "placed-based" economic development strategies customary to redevelopment plans as well as "people based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg.

To implement these approaches, the Redevelopment Plan calls for land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial

grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

Redevelopment Plans require adoption by ordinance and must comply with procedures established by the Florida Community Redevelopment Act. In addition, the proposed Redevelopment Plan for Southside St. Petersburg must be reviewed by the Citizen Advisory Committee and be found in conformance with the City's comprehensive plan by the Community Preservation and Planning Commission. On April 7, 2015, the Citizen Advisory Committee recommended approval of the Redevelopment Plan to the Agency. In addition, the St. Petersburg Community Preservation and Planning Commission held a public hearing on the draft Redevelopment Plan for Southside St. Petersburg on April 14, 2015, found it in conformance with the City of St. Petersburg Comprehensive Plan, and transmitted this finding to the Community Redevelopment Agency in CPPC Resolution No. 2015-01 (see attachment).

City Council and the Pinellas County Board of County Commissioners (BCC) are expected to take action on the draft Redevelopment Plan in May and June. On May 7, 2015, the Redevelopment Plan will go City Council for First Reading. On May 21, 2015, City Council will be asked to take action on the Redevelopment Plan on Second Reading after a public hearing.

Final approval of the redevelopment plan is contingent on favorable action by the Pinellas County BCC. Resolution 14-33 delegating redevelopment authority to the St. Petersburg City Council specifies that the BCC retains authority to review and approve the initial redevelopment plan and amendments thereto. The Pinellas County Board of County Commissioners is being asked to take action on the Redevelopment Plan on June 2, 2015.

SUMMARY OF THE SOUTH ST. PETERSBURG REDEVELOPMENT PLAN

The South St. Petersburg Community Redevelopment Area (CRA) was first established on June 20, 2013, when the City of St. Petersburg City Council approved Res. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners (BCC) approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Res. 13-186). On May 15, 2014, City Council approved the interlocal agreement (Res. 2014-207), the BCC followed suit on May 20, 2014, and the agreement was executed on June 3, 2014. At its June 3, 2014, meeting the

BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the Redevelopment Plan (Res. 14-43).

The Southside St. Petersburg CRA is generally bounded by 2nd Avenue North, Interstate 275, Interstate 175 and Booker Creek on the north; 4th Street South on the east; 30th Avenue South on the south; and 49th Street on the west (see Exhibit 1). The 4,700-acre CRA is comprised of the Greater Childs Park Strategic Planning Area, most of the Midtown Strategic Planning Area, more than twenty neighborhood and business associations, four existing community redevelopment areas, and two Florida Main Street Districts. The CRA is also home to an estimated 33,620 people, or 14 percent of St. Petersburg's total population.

The redevelopment program for the Redevelopment Plan centers on reinvigorating the housing market through rehabilitation and new construction; expanding opportunities for entrepreneurs, minority, women and disadvantaged business enterprises and small businesses; revitalizing commercial corridors to grow existing businesses and attract new ones; growing the manufacturing "belt" that bisects the CRA from east to west to create new jobs for residents; and improving the work readiness skills of residents.

To implement these goals, the Agency will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance.

A major component of the Redevelopment Plan is the establishment of a tax increment financing (TIF) district for the entire 7.4 $mi.^2$ redevelopment area. After the establishment of a "base year", tax increment financing directs all future increases in St. Petersburg and Pinellas County property tax revenues generated within a TIF district into a special redevelopment trust fund. This increased revenue, known as the "increment", is then used to fund eligible redevelopment projects within the boundaries of the TIF district. The City will be contributing its entire tax increment within the CRA to the redevelopment trust fund over the 30-year life of the Plan, while Pinellas County will be contributing 85 percent of its increment.

Revenues from the TIF district will be used to assist the initiatives described above, particularly those supporting business development and job creation. This is a departure from the City's past policy of using TIF to fund public sector projects. With

small businesses in the CRA starved for capital, TIF revenue can eventually provide some source of public funding for private projects that implement the goals and objectives of the Plan.

The City intends to channel the vast majority of TIF revenues generated from the CRA to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help businesses leverage capital from diverse sources. The City also envisions providing funding assistance to governmental and non-profit entities that provide an array of services supporting the intent of the redevelopment plan, including marketing and promotion, business assistance and loans, workforce development and job readiness.

The funding programs that will be pursued are described in Chapter 4 of the Redevelopment Plan and are designed to address the compelling issues of blight facing the Southside St. Petersburg CRA, such as housing that is deteriorated, vacant and/or unaffordable, declining population and tax revenue, deteriorating commercial corridors, economic underdevelopment and unemployment, access to capital and a deficit of effective small business incentives. The total cost for the redevelopment program funded by tax increment financing is expected to exceed $66 million in 2015 dollars over the thirty-year life of the Redevelopment Plan but implementation of the program will be phased over many years with costs being impacted by inflation.

Attachments: CPPC Resolution 2015-1
CRA Resolution
Draft Community Redevelopment Plan for Southside St. Petersburg (see exhibit in First Reading Staff Report)

CPPC RESOLUTION NO. 2015-01

A RESOLUTION TRANSMITTING THE RECOMMENDATION OF THE ST. PETERSBURG COMMUNITY PLANNING AND PRESERVATION COMMSSION ON THE PROPOSED COMMUNITY REDEVELOPMENT PLAN FOR THE SOUTHSIDE ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA TO THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY, AS REQUIRED BY FLORIDA'S COMMUNITY REDEVELOPMENT ACT OF 1969 (CHAPTER 163, PART III, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2013, the St. Petersburg City Council made a finding of necessity by Resolution No. 2013-247, which identified the Southside St. Petersburg Community Redevelopment Area (CRA) as blighted, pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III) and requested City Administration to prepare a Redevelopment Plan for the CRA;

WHEREAS, at its June 3, 2014, meeting the Pinellas County BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the Redevelopment Plan (Res. 14-43);

WHEREAS, on February 20, 2015, City Administration submitted the proposed Redevelopment Plan for the Southside St. Petersburg CRA to Pinellas County staff thereby *initiating the formal approval process of the Plan; and*

WHEREAS, on April 14, 2015, the St. Petersburg Community Planning & Preservation Commission (CPPC), acting as the Local Planning Agency, has reviewed the proposed Community Redevelopment Plan for the Southside St. Petersburg CRA and found it in conformance with the St. Petersburg Comprehensive Plan, as required by Section 163.360 (4), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED, that the City of St. Petersburg CPPC transmits its finding that the proposed Redevelopment Plan for the Southside St. Petersburg Community Redevelopment Area is in conformance with the St. Petersburg Comprehensive Plan to the St. Petersburg Community Redevelopment Agency for its review and recommendation to the St. Petersburg City Council.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY PLANNING & PRESERVATION COMMISSION OF THE CITY OF ST. PETERSBURG AT ITS MEETING HELD ON April 14, 2015.

City File SSPCRP-2015-01

4-14-15

Robert "Bob" Carter, Chair, Community Planning & Preservation Commission — Date

CRA RESOLUTION 15-____

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE ST. PETERSBURG CITY COUNCIL ADOPT THE PROPOSED COMMUNITY REDEVELOPMENT PLAN FOR THE SOUTHSIDE ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA (Case No. SSPRP 15-01); SUNSET AND SUPERCEDE THE FOUR COMMUNITY REDEVELOPMENT PLANS THAT CURRENTLY EXIST WITHIN THE SOUTHSIDE ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA (CRA), WHICH WERE ADOPTED PURSUANT TO THE FLORIDA COMMUNITY REDEVELOPMENT ACT OF 1969 (CHAPTER 163, PART III); AMEND THE ORIGINAL JUNE 2013 REQUEST FOR AUTHORITY FROM PINELLAS COUNTY TO ESTABLISH TWO TAX INCREMENT FINANCING (TIF) DISTRICTS TO NOW ESTABLISH ONE TIF DISTRICT AND ONE REDEVELOPMENT TRUST FUND ENCOMPASSING THE ENTIRE CRA; RENAME THE CRA AS THE "SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2013, the St. Petersburg City Council made a finding of necessity by Resolution No. 2013-247, which identified the Southside St. Petersburg Community Redevelopment Area (CRA) as blighted, pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III); requested City Administration to prepare a Redevelopment Plan for the CRA; requested the Pinellas County Board of County Commissioners (BCC) delegate redevelopment powers to the City of St. Petersburg City Council; and requested authority from the Pinellas County BCC to establish two tax increment financing districts and redevelopment trust funds within the Southside St. Petersburg CRA;

Whereas, on October 8, 2013, the Pinellas County Board of County Commissioners BCC approved the City's findings of blight and directed its staff to collaborate with the City to develop an Interlocal Agreement defining the framework for the community redevelopment agency (Res. 13-186);

WHEREAS, the Interlocal Agreement established *inter alia* a nine-member Citizen Advisory Committee for the Southside St. Petersburg CRA whose purpose will be to advise the Community Redevelopment Agency (Agency) on the proposed community redevelopment plan and any amendments thereto, and to advise the Agency on issues and policies within the Southside St. Petersburg CRA;

WHEREAS, on May 15, 2014, City Council approved the Interlocal Agreement (Res. 2014-207), the Pinellas County BCC followed suit on May 20, 2014, and the agreement executed on June 3, 2014;

WHEREAS, at its June 3, 2014, meeting the Pinellas County BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the Redevelopment Plan (Res. 14-43);

WHEREAS, on July 10, 2014, City Council accepted certain redevelopment powers delegated by Pinellas County (Res. 2014-296);

WHEREAS, in 2014 the Mayor of St. Petersburg appointed an Ad Hoc Planning Committee comprised of more than twenty citizens and stakeholders that convened five public workshops at locations throughout the CRA to gather input from July to December 2014 on the proposed Redevelopment Plan for Southside St. Petersburg;

WHEREAS, in accordance with the membership composition prescribed by the Interlocal Agreement for the Citizen Advisory Committee, St. Petersburg City Council confirmed six appointments by the Mayor of St. Petersburg on January 22, 2015, while on January 29, 2015, the Pinellas County BCC appointed its three members;

WHEREAS, on February 3, 2015, the Citizen Advisory Committee convened its first official meeting and its members were duly sworn and briefed as to their responsibilities and obligations as official committee members of the City of S. Petersburg;

WHEREAS, on February 20, 2015, City Administration submitted a draft Redevelopment Plan for the Southside CRA that constituted a complete submittal in accordance with the Interlocal Agreement;

WHEREAS, Pinellas County staff provided comments on the draft Redevelopment Plan within thirty days of the City's complete submittal as required by the Interlocal Agreement;

WHEREAS, on April 7, 2015, the Citizen Advisory Committee recommended approval of the Redevelopment Plan for the Southside St. Petersburg CRA;

WHEREAS, on April 14, 2015, the St. Petersburg Community Planning and Preservation Commission found the Redevelopment Plan for the Southside St. Petersburg CRA in conformance with the City of St. Petersburg Comprehensive Plan pursuant to Section 163.360(4), F.S.;

WHEREAS, Section 163.360 *et seq* of the Florida Statutes requires any community redevelopment plan approved by a community redevelopment agency to be submitted to the governing body for its review and approval;

WHEREAS, the Agency will be making a recommendation on the draft Redevelopment Plan for the Southside St. Petersburg CRA at least sixty days after the complete submittal of the Plan to Pinellas County on February 20, 2015, as required by the Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg recommends that St. Petersburg City Council

1. Adopt the Community Redevelopment Plan for the Southside St. Petersburg CRA.

2. "Sunset" and supersede the four existing community redevelopment plans within the Southside St. Petersburg Community Redevelopment Area, which are the 16th Street South Revitalization Plan, Dome Industrial Park Pilot Project Site, Dome Industrial Park, and Tangerine Avenue.

3. Amend the original request to establish two tax increment financing (TIF) districts and two redevelopment trust funds set forth in Resolution 2013-247 to now establish one TIF district and redevelopment trust fund encompassing the entire 7.4-sq.mi. (MOL) CRA.

4. Rename the CRA as the "South St. Petersburg Community Redevelopment Area".

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)

APPROVED BY:

Dave Goodwin, Director
Planning and Economic Development

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 7, 2015

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

Subject: Awarding a three-year blanket purchase agreement to Innovative Metering Solutions, Inc. for residential water meters at an estimated annual cost of $750,000.

Explanation: The city received 3 bids for residential water meters. The vendor will furnish and deliver Badger water meters with bore diameters of two inches or less for residential and commercial use. These meters are installed as part of the meter change-out program as existing meters reach the end of their useful life, and are also used to replace damaged or broken meters and new service installations. These small meters are normally replaced instead of being repaired. The life expectancy of each meter is approximately 10 years. The City currently has approximately 92,000 active water customers and anticipates the replacement of 15,000 meters during the next 12 months. The water meters will be stocked at the Consolidated Warehouse.

In November 2014, the city issued RFI (Request for Information) 5632 to meter suppliers requesting samples of small meters for testing and evaluation. Responses were received from Neptune, Badger, Sensus, and Hersey Meter companies. The Water Resources Department conducted flow testing of these four brands based on American Water Works (AWWA) standards and with extreme low and high flow rates. The Badger water meters were selected for standardization based on demonstrating highest average accuracy for the small meters tested.

The Procurement Department in cooperation with the Water Resources Department recommends for award:

Innovative Metering Solutions, Inc..... $750,000

Innovative Metering Solutions, Inc. has met the requirements of RFQ No. 5725 dated March 20, 2015. The agreement will be effective from date of award through April 30, 2018 with two one-year renewal options. A blanket purchase agreement will be issued and will be binding only for the actual quantities ordered.

Cost/Funding/Assessment Information: Meters will be purchased on an as-needed basis with available funds in the Water Resources Capital Projects Fund (4003), DIS Meter & Backflow FY15 (14792). Each subsequent year will have a unique Oracle project number and purchased meters will continue to correlate to the funding amount available in that fiscal year.

Attachments: Bid Tabulation
Resolution

Approvals:

Administrative **Budget**

CA-1

RFQ 5725
Three-Year [illegible]act for Meters (CW), Badger Meters,
Dawn Fisher

City of [illegible]ersburg

Quote Tabulation

Procurement and Supply Management

Item No.	Description	Qty.	UOM	Innovative Metering Solutions, Inc. Odessa, FL Terms: Net 30 Delivery: 3 Days		W.W. Grainger, Inc. Clearwater, FL Terms: Net 30 Delivery: 14 Days	
				Unit Price	Extended Price	Unit Price	Extended Price
1	Meter, Recordall, 2", PL/PS, Gallons, Torx Screw, Badger Model M170	28	EA	$393.00	$11,004.00	$860.00	$24,080.00
2	Meter, Recordall, 1", BB, PL/PS, Gallons, Torx Screw, Badger Model M55	262	EA	106.75	27,968.50		NB
3	Meter, Recordall, 5/8"x 3/4", PB, PL/PS, Gallons, Torx Screw, Badger Model M25	15,000	EA	45.75	686,250.00	78.00	1,170,000.00
4	Meter, Recordall, 1-1/2", PL/PS, Gallons, Torx Screw, Badger Model M120	41	EA	278.40	11,414.40	615.00	25,215.00
			Total:		$736,636.90		$1,219,295.00

*Neptune Technology Group, Inc.: Non-Responsive bidder. Did not quote specified meters

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT (BLANKET AGREEMENT) WITH TWO ONE-YEAR RENEWAL OPTIONS TO INNOVATIVE METERING SOLUTIONS, INC. FOR THE PURCHASE OF RESIDENTIAL WATER METERS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $750,000; 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 three bids for residential water meters pursuant to RFQ No. 5725 dated March 20, 2015; and

WHEREAS, Innovative Metering Solutions, Inc. has met the requirements of RFQ No. 5275; 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 that the bid and award of a three-year agreement (Blanket Agreement) with two one-year renewal options to Innovative Metering Solutions, Inc. for the purchase of residential water meters at an estimated annual cost not to exceed $750,000 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 May 7, 2015

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

Subject: Awarding three-year contract purchase agreements to Playmore West, Inc., Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc. for play structures and safety surfacing for the Parks and Recreation Department at an annual cost not to exceed $520,000.

Explanation: The Purchasing Department received eight bids for play structures and safety surfacing. Bidders were asked to provide fixed percentage discounts from manufacturer's current price list on the purchase of pre-designed playground units in the manufacturer's current catalog. The vendors will furnish and install large community sized play structures and smaller neighborhood sized play structures for up to six (6) locations to be determined. The estimated cost for each community and neighborhood structure is $145,000 and $95,000 respectively. The play structures include decks, slides, ramps, ladders, bridges, climbing poles, tunnel slides, a swing set and safety surfacing. The vendors will also provide replacement components for existing play equipment. In addition, a number of playground units will reach the end of their life expectancy during the agreement term and will need to be replaced.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for award:

Play Structures and Safety Surfacing.....$520,000

Playmore West, Inc.
Playworx Playsets, LLC
Miller Recreation Equipment and Design, Inc.
Rep Services, Inc.

These vendors have met the specifications, terms and conditions of RFQ No. 5658 dated January 22, 2015. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $520,000 annually. Contract purchase agreements will be issued and will be binding only for actual play structures purchased. The agreement will be effective from date of award through April 30, 2018.

Cost Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Play Equipment Replacement FY15 Project (14655) [$250,000] and in the General Fund (0001), Parks and Recreation Facility Systems operating budget (1902469) [$12,000]. Future expenditures under this contract are subject to future appropriations. Funds are included in the FY16, FY17 and FY18 Capital Improvement Program Plans for Play Equipment Replacement Projects [$1,100,000] and FY16 and FY18 Playlot Improvements Projects [$260,000].

Attachments: Resolution

Approvals:

Shry K. McBee
Administrative

Stacey McKee
Budget

By:

A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF THREE -YEAR AGREEMENTS (BLANKET AGREEMENTS) TO PLAYMORE WEST, INC. PLAYWORX PLAYSETS, LLC, MILLER RECREATION EQUIPMENT AND DESIGN, INC. AND REP SERVICES, INC. FOR PLAY STRUCTURES AND SAFETY SURFACING FOR THE PARKS AND RECREATION DEPARTMENT AT AN ANNUAL COST NOT TO EXCEED $520,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Purchasing Department received eight bids for play structures and safety surfacing pursuant to RFQ No. 5658 dated January 22, 2015; and

WHEREAS, Playmore West, Inc. Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc. have met the requirements of RFQ No. 5658; and

WHEREAS, the Purchasing Department, in cooperation with the Parks and Recreation Department, recommends approval of these awards.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bids and award of three-year agreements (Blanket Agreements) to Playmore West, Inc. Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc for play structures and safety surfacing for the Parks and Recreation Department at an annual cost not to exceed $520,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions; and

BE IT FURTHER RESOLVED that the agreement will be effective from the date of award through April 30, 2018.

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 May 7, 2015

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

Subject: Accepting a proposal from BASF Corporation and Polydyne, Inc. for polymer for the Water Resources Department at an estimated annual cost of $450,000.

Explanation: The vendors will furnish and deliver various polymer products for the Northeast, Northwest and Southwest Water Reclamation facilities. The polymer is used to thicken and dewater wastewater sludge for hauling and land application. A sole source procurement is requested due to changing biosolids technologies and polymer blending equipment at the water reclamation facilities causing a need for testing of various polymers from these two sources on the various sludges. Current competitively bid contracts in the area will be utilized where possible with the polymers being tested. Once the best products are determined, a competitive solicitation will be issued.

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

Polymer..... $450,000

BASF Corporation
Polydyne, Inc.

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source. Blanket purchase agreements will be issued to the vendors and will be binding only for material received. The agreements will be effective through May 31, 2016. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $450,000 during the term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Reclamation accounts (4202173, 4202177 and 4202181).

Attachments: Sole Source
Resolution

Approvals:

Administrative **Budget**

CITY OF ST. PETERSBURG

REQUEST FOR SOLE SOURCE

Department: Water Resources Requisition No. _____

Check One: X Sole Source ____ Proprietary Specifications

Proposed Vendor: BASF Corporation & Polydyne Inc. (current City contracted vendors)

Estimated Total Cost: $450,000.00 for a testing period of one (1) year.

Description of Items (or Services) to be purchased: Various polymers from each vendor will be purchased for research and testing.

Purpose of Function of items: Polymer(s) are introduced into various types of sludge to enable them to be thickened for further processing or dewatered for disposal.

Justification for Sole Source of Proprietary specification:

1. Changing biosolids technologies and polymer blending equipment have caused a need for testing of polymers on our various sludges. Each sludge reacts differently to different products and therefore we must determine which polymer(s) are best suited for our needs. The period will begin with equal amounts being purchased for each supplier. As the process moves forward there may be a trend to using one supplier more than another depending on the sludge being processed and the amount(s) needed. Historically, the thickening process uses significantly less than the dewatering process. Once the best products are determined, we will have a better idea moving forward on how to proceed to a more conventional supplier contract.
2. We are using current suppliers since they are leaders in the industry, can offer a variety of different polymers, and are familiar with our sludges and operation. They currently meet the City's terms and conditions to do business with us.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

Charles R. Wise Jr. — 3/26/2015

WRF Manager – Charles Wise Jr. — Date

Steve Leavitt — 3/26/15

Department Director – Steve Leavitt — Date

[illegible] — 3-31-15

Administrator/Chief — Date

Louis Moore — 4/3/15

Louis Moore, Director
Purchasing and Materials Management — Date

A RESOLUTION DECLARING BASF CORPORATION AND POLYDYNE, INC. TO BE SOLE SOURCE SUPPLIERS; ACCEPTING THE PROPOSALS AND APPROVING THE AWARD OF ONE-YEAR AGREEMENTS (BLANKET AGREEMENTS) TO BASF CORPORATION AND POLYDYNE, INC. FOR THE PURCHASE OF POLYMER FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $450,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City uses polymer to thicken and dewater wastewater sludge for hauling and land application; and

WHEREAS, due to changing biosolids technologies and polymer blending equipment at the Water Reclamation Facilities there is a need for testing of various polymers on the various sludges; and

WHEREAS, the City desires to utilize the polymers from BASF Corporation and Polydyne, Inc. to determine the best products and thereafter competitive solicitation will be issued; and

WHEREAS, Section 2-249 of the City Code provides requirements for sole source procurement of a supply or service over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the award of agreements to BASF Corporation and Polydyne, Inc. as sole source suppliers; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that BASF Corporation and Polydyne, Inc. are sole source suppliers for polymers; and

BE IT FURTHER RESOLVED that the award of one-year agreements (Blanket Agreements) to BASF Corporation and Polydyne, Inc. for the purchase of polymer for the Water Resources Department at an estimated annual cost not to exceed $450,000; is hereby approved

and the Mayor or the Mayor's designee is authorized to execute all necessary documents to effectuate this transaction; and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through May 31, 2016.

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 May 7, 2015

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

Subject: Approving the purchase of replacement dump trucks for the Fleet Management Department from Sun State International Trucks, LLC at a total cost of $331,872.

Explanation: This purchase is being made from Florida Sheriffs Association Bid No. 14-12-0904. The vendor will furnish and deliver three single axle trucks with 33,000 lb GVWR cab and chassis, 260 HP engines and Allison 3500 rugged duty series (RDS) automatic transmission.

The new trucks have life expectancies of 8 years and will be assigned to Stormwater department. The single axle trucks include mounted cranes and dump bodies. These trucks will be used to pick up, remove and replace catch basin covers. They will replace 14 year-old trucks that have reached the end of their useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Bid No. 14-12-0904:

Sun State International Trucks, LLC $331,872

2016 Cab & Chassis, Single Axle, International Dura Star Model 4300	3 EA	$57,855	$173,565
Hydraulic Crane, Stellar 7621	3 EA	25,586	76,758
Body, Dump, 16 feet	3 EA	13,373	40,119
Additional Equipment Package	3 EA	14,319	42,957
Deduct, Hydraulic Auto Crane equivalent	3 EA	(509)	(1,527)

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Bid No. 14-12-0904 effective through September 30, 2015. This purchase is made in accordance with Section 2-256(3) of the Procurement Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Management, Fleet Mechanical Cost (8002527).

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT TO SUN STATE INTERNATIONAL TRUCKS, LLC FOR THE PURCHASE OF THREE REPLACEMENT DUMP TRUCKS FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $331,872 UTILIZING FLORIDA SHERIFFS ASSOCIATION BID NO. 14-12-0904; 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 three dump trucks that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-256(3) of the City Code the City is permitted to utilize the Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association negotiated purchase programs for vehicles; and

WHEREAS, Sun State International Trucks, LLC has met the specifications, terms and conditions of Florida Sheriffs Association Bid No. 14-12-0904; 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 the award of an agreement to Sun State International Trucks, LLC for the purchase of three replacement dump trucks for the Fleet Management Department at a total cost not to exceed $331,872 utilizing Florida Sheriffs Association Bid No. 14-12-0904 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 7, 2015

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

Subject: Approving the purchase of two street sweepers from Environmental Products of Florida Corporation for the Fleet Management Department at a total cost of $317,498.

Explanation: This purchase is being made from National Joint Powers Alliance Contract 022014-FSC. The vendor will furnish and deliver two street sweeper bodies with dual side brooms. The sweeper bodies will be equipped with 115 HP turbocharged auxiliary diesel engines, 8.0 cubic yard hoppers and will use two of the city's existing chassis. The street sweepers will be assigned to the Stormwater, Pavement and Traffic Operations Department and will be used to sweep the streets. The street sweeper bodies have life expectancies of three years. They are replacing five year-old units with original purchase prices of $108,339.00 each. The old sweeper bodies have reached the end of their economic useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing National Joint Powers Alliance Contract 022014-FSC:

Environmental Products of Florida Corporation (Apopka, FL).....$317,498

Street Sweeper, 2015 Whirlwind MV Single, 28" Sidebroom Tier 3 (base)	2	@	$128,404	$256,808
Options:				
Used Chassis Alterations	2	@	5,800	11,600
High pressure Washdown	2	@	3,739	7,478
Rear Arrowboard LED	2	@	2,880	5,760
Auxiliary Hydraulic Pump	2	@	1,280	2,560
US T3 Transmissions	2	@	1,212	2,424
Right Hand Sidebroom Tilt (M2 &IH)	2	@	1,042	2,084
Right Hand Inspection Door & Step	2	@	727	1,454
Auto Shutter Right Hand	2	@	649	1,298
Variable Speed Dual Sidebooms & Mainbroom (M2 & IH)	2	@	620	1,240
Quick Connect Water Fill	2	@	480	960
Turbo II Precleaner	2	@	460	920
Technical Manual, John Deere 4045HF	2	@	179	358
Water Fill Hose	2	@	179	358
Whirlwind MV-3000 Parts	2	@	87	174
Whirlwind MV-3000 Service	2	@	87	174
Parts Book, John Deere 4045HF	2	@	63	126
Operators Manual, John Deere 4045HF	2	@	48	96
Whirlwind MV-3000 Operators Manual	2	@	43	86
Customer Supplied Handling Charge	2	@	2,730	5,460
Freight, FL	2	@	8,040	16,080
Paint, Cab, Standard White	2	@	No Charge	No Charge
Paint, Sweeper, Standard White	2	@	No Charge	No Charge

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract 022014-FSC effective through March 18, 2018. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities.

Continued on Page 2

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Department, Fleet Mechanical Costs (8002527).

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT TO ENVIRONMENTAL PRODUCTS OF FLORIDA CORPORATION FOR THE PURCHASE OF TWO REPLACEMENT STREET SWEEPERS FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $317,498 UTILIZING NATIONAL JOINT POWERS ALLIANCE CONTRACT 022014-FSC; 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 two street sweepers that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-256(2) of the City Code the City is permitted to utilize competitively bid proposals or contracts secured by State, County or municipal government when it is in the best interest of the City; and

WHEREAS, Environmental Products of Florida Corporation has met the specifications, terms and conditions of National Joint Powers Alliance Contract 022014-FSC; 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 the award of an agreement to Environmental Products of Florida Corporation for the purchase of two replacement street sweepers for the Fleet Management Department at a total cost not to exceed $314,498 utilizing National Joint Powers Alliance Contract 022014-FSC 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 May 7, 2015

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

Subject: Awarding a three-year blanket purchase agreement to Neptune Technology Group, Inc., a sole source supplier, for commercial water meters for the Water Resources Department at an estimated annual cost of $200,000.

Explanation: The vendor furnishes and delivers water meters with bore sizes greater than two inches for commercial use. A sole source procurement is recommended to maintain compatibility with Neptune Trident meters currently installed in the field. Compatibility and use of common replacement parts are paramount considerations in minimizing ongoing maintenance costs and facilitating future upgrades. Neptune Trident water meters are only available from Neptune Technology Group, Inc. They are installed as part of the meter change-out program as existing meters reach the end of their useful life, and are also used to replace damaged or broken meters and new service installations. The life expectancy of each meter is approximately 10 years. The water meters will be stocked at the Consolidated Warehouse.

The Procurement Department in cooperation with the Water Resources Department recommends for award:

Neptune Technology Group Inc..... $200,000

This purchase will be made in accordance with Section 2-249 of the Sole Source Procurement of the City Code which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source. The term of the agreement will be from date of award through April 30, 2018 with two one-year renewal options and is only binding for actual material purchased.

Cost/Funding/Assessment Information: Meters will be purchased on an as-needed basis with available funds in the Water Resources Capital Projects Fund (4003), DIS Meter & Backflow FY15 (14792). Each subsequent year will have a unique Oracle project number and purchased meters will continue to correlate to the funding amount available in that fiscal year.

Attachments: Pricing Summary
Sole Source
Resolution

Approvals:

Administrative **Budget**

RFQ 5706 890.45 Annual Contract for Meters, Water (CW)

Pricing Summary

Line	Item, Rev	Target Quantity	Unit	Response Price	Extended Price
1 Meter, water, compound, fire svc, with bypass assembly, AWWA C700-77, 6IN	56871	11	Each	6,750.00	74,250.00
2 Meter, water, compound, fire svc, with bypass assembly, AWWA C700-77, 8IN x 2	56874	7	Each	8,450.00	59,150.00
3 Meter, water, compound, brass, domestic, with trim valve, AWWA C700-77, 3IN	56844	14	Each	1,495.00	20,930.00
4 Meter, water, compound, brass, domestic, with trim valve, AWWA C700-77, 4IN	56847	18	Each	2,125.00	38,250.00
5 Meter, reclaimed water, 1", purple dial	56865	1	Each	97.50	97.50
6 Meter, BF double check, combo, T-10, 3/4"x5/8"	56868	8	Each	175.00	1,400.00
7 Meter, reclaimed water, 1-1/2"	56866	1	Each	249.50	249.50
8 Meter, reclaimed water, 2"	56867	1	Each	325.00	325.00
9 Meter, water, turbo, bronze, 2"	56877	1	Each	495.00	495.00

City of St. Petersburg

Sole Source Request

Procurement & Supply Management

Department: Water Resources Requisition No. _____

Check One: X Sole Source ____ Proprietary Specifications

Proposed Vendor: Neptune Meters

Estimated Total Cost: $

Description of Items (or Services) to be purchased:

Water Meter, compound type 3" and larger.

Purpose of Function of items:

Large Water meters, 3" and larger, are install on every commercial account to measure water usage. The meters are read by the Utility Collection and Billing Department monthly to accurately bill customers for water usage.

Justification for Sole Source of Proprietary specification:

The Water Resources Department has been using 3" and larger Neptune meters for well over 10 years with very good results. The Water Resources Department has standardized on these water meters for continued efficiency and cost effectiveness. 3" and larger Neptune meters are proven to be reliable with a high percentage of the products maintaining their accuracy and functionality well past their useful life cycle.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have

Steven Leavitt — 3/30/15

Department Director — Date

[illegible] — 4-22-15

Administrator/Chief — Date

Louis Moore — 4/23/15

Louis Moore, Director — Date

Procurement & Supply Management

determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

A RESOLUTION DECLARING NEPTUNE TECHNOLOGY GROUP INC. TO BE A SOLE SOURCE SUPPLIER; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT (BLANKET AGREEMENT) WITH TWO ONE-YEAR RENEWAL OPTIONS TO NEPTUNE TECHNOLOGY GROUP INC. FOR THE PURCHASE OF COMMERCIAL WATER METERS FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $200,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City uses Neptune Trident commercial water meters that are supplied by Neptune Technology Group; and

WHEREAS, the City desires to maintain compatibility with the Neptune Trident meters currently installed to minimize ongoing maintenance costs and facilitate future upgrades; and

WHEREAS, Neptune Trident water meters are only available from Neptune Technology Group Inc.; and

WHEREAS, Section 2-249 of the City Code provides requirements for sole source procurement of a supply or service over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the award of an agreement to Neptune Technology Group, Inc. as a sole source supplier; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Neptune Technology Group Inc. is a sole source supplier; and

BE IT FURTHER RESOLVED that the award of a three-year agreement (Blanket Agreement) with two one-year renewal options to Neptune Technology Group Inc. for the purchase of commercial water meters for the Water Resources Department at an estimated

annual cost not to exceed $200,000 is hereby approved and the Mayor or the Mayor's designee is authorized to execute all necessary documents to effectuate this transaction; and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through April 30, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 7, 2015

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

Subject: Awarding a contract to Tagarelli Construction, Inc. in the amount of $143,000.00 for the Municipal Marina Sailing Center Interior Renovations Project (Engineering Project No. 13039-119; Oracle Project Nos. 13735 and 14680).

Explanation: The Procurement Department received seven (7) bids for the Municipal Marina Sailing Center Interior Renovations (see below). The Center is located at 250 Second Avenue S.E. (Demens Landing). The building was originally constructed in 1976 and has not been previously renovated.

Work includes furnishing all labor, materials, equipment and services necessary to perform interior renovations to the second floor office, classroom, storage room and sail storage loft. Interior work includes replacement of second floor electrical receptacles and construction of supplemental electrical wall outlets with integrated voice and data ports; replacement of second floor suspended ceilings and fluorescent light fixtures, emergency lights, fiberglass insulation; removal of existing second floor carpeting and construction of 18" x 18" commercial grade composition vinyl tile flooring (Bid Add-Alternate No. 1); construction of wall mounted storage cabinets within second floor storage room; removal of HVAC unit in storage room and all ceiling and wall supply and return grills and construction of new HVAC air handler, above ceiling ductwork and new supply and return A/C grills; removal of existing prefinished (wall paper) drywall & battens at all upstairs rooms and construction of new 5/8" "Type X" drywall with painted primer and finish coats; removal of the existing wood loft platform in the northwest corner of the sail storage room and construction of wood platform (loft) storage with built-in stair to be located at northwest corner of sail storage room.

Work also includes replacement of second floor single hung windows with impact resistant windows with 9/16" tinted and impact resistant glass; removal of existing second floor interior and exterior doors and frames (1 each – Bid Add-Alternate No. 2) and construction of exterior and interior doors and frames; removal of existing deteriorated interior stair landing (deck) and construction of new finished wood deck; and construction of 18" x 18" louvers in each of the existing women's and men's restroom doors on the first floor;

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within one hundred twenty (120) consecutive calendar days thereafter. Bids were opened on February 19, 2015, and are tabulated as follows:

Bidder	Base Bid & Selected Alternates
Tagarelli Construction, Inc. (Tarpon Springs, FL)	$143,000.00
Certus Builders, Inc. (Tampa, FL)	$145,673.40
Stamper Construction Co. (Tarpon Springs, FL)	$148,791.00
Bob Caroll Building Contractor, Inc. (Port Richey, FL)	$162,956.02
Hodge Management, LLC (Seminole, FL)	$175,831.00
New Vista Builders Group, LLC (Tampa, FL)	$178,800.00
Patriot Construction Mgmt. Inc. (Tampa, FL)	$251,600.00

Tagarelli Construction, Inc., the lowest responsible and responsive bidder has met the specifications, terms and conditions of RFQ No. 5660 dated January 9, 2015 and has satisfactorily performed similar work for West Pasco County Judicial Center and School Board of Pinellas County. Tagarelli Contruction, Inc. is a certified SBE contractor and has met the SBE requirements. The Principal of the firm is Michael J. Tagarelli, President.

Recommendation: Administration recommends awarding this contract to Tagarelli Construction, Inc. in the amount of $143,000.00 for the Municipal Marina Sailing Center Interior Renovations project (Engineering Project No. 13039-119; Oracle Nos. 13735 and 14680) and providing an effective date.

Continued on Page 2

Cost/Funding/Assessment Information: Funds are available in the Marina Capital Projects Fund (4043), Marina Facility Improv FY13 Project (13735) and Marina Facility Improv FY15 Project (14680).

Attachments: Resolution

Approvals:

Administrative

DEVRIS Fuller 4-15-15
Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO TAGARELLI CONSTRUCTION, INC. FOR COMPLETION OF THE MUNICIPAL MARINA SAILING CENTER INTERIOR RENOVATIONS PROJECT (ORACLE NOS. 13735 AND 14680) AT A TOTAL COST NOT TO EXCEED $143,000; 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 seven bids for completion of the Municipal Marina Sailing Center Interior Renovations Project (Oracle Nos. 13735 and 14680) pursuant to RFQ No. 5660 dated January 9, 2015; and

WHEREAS, Tagarelli Construction, Inc. has met the requirements of RFQ No. 5660; 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 that the bid and award of an agreement to Tagarelli Construction, Inc. for completion of the Municipal Marina Sailing Center Interior Renovations Project (Oracle Nos. 13735 and 14680) at a total cost not to exceed $143,000 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 May 7, 2015

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

Subject: Extending the rental term of a portable self-contained compressed natural gas (CNG) fueling station with TruStar Energy, LLC for the Sanitation Department at an estimated additional cost not to exceed $86,800 for an estimated total cost not to exceed $314,800.

Explanation: On November 5, 2013 the City entered into a six-month rental agreement with TruStar Energy for a portable skid mounted time fill CNG fueling station to be used at the City's Sanitation Complex. On July 21, 2014, TruStar Energy and the City extended the term of the rental agreement to October 5, 2015. The City and TruStar desire to further extend the term of the lease to February 5, 2016 in order to prepare for the installation of a larger CNG station.

The extension of rental agreement for the unit will allow the City's Sanitation Department to continue to fuel their current fleet of CNG powered refuse and recycling trucks while the City completes the design and prepares the bidding documents for the purchase and construction of a more cost-effective higher capacity CNG fueling facility. The new facility will allow the Sanitation Department to fuel a greater number of trucks in significantly less time than is currently possible. The rental agreement includes all required service, operational support and maintenance.

Cost/Funding/Assessment Information: Funds are available in the Sanitation Equipment Replacement fund (4027).

Attachments: Resolution

Approvals:

Administrative

DEVRIS Fuller 4-15-15

Budget

A RESOLUTION APPROVING AN ADDITIONAL EXTENSION OF THE RENTAL TERM OF AN AGREEMENT FOR A PORTABLE SELF-CONTAINED COMPRESSED NATURAL GAS FUELING STATION WITH TRUSTAR ENERGY, LLC FROM 24 MONTHS TO 28 MONTHS AT AN ADDITIONAL ESTIMATED COST NOT TO EXCEED $86,800 FOR A TOTAL ESTIMATED COST NOT TO EXCEED $314,800 FOR THE SANITATION DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2013, a six-month rental agreement at an estimated cost not to exceed $57,000, an amount under the amount requiring City Council approval, was awarded to TruStar Energy, LLC for the rental of a portable self-contained Compressed Natural Gas ("CNG") compression unit used to fuel sanitation and refuse collection trucks pursuant to IFB No. 7349 dated September 16, 2013; and

WHEREAS, on June 19, 2014, City Council approved an extension to the six-month rental agreement to a twenty-four month rental agreement at a total amount not to exceed $228,000 in order for the City to continue meeting the Sanitation Department's CNG fueling needs;

WHEREAS, a further extension of the rental agreement for an additional four months at an increased rental rate is necessary in order to continue meeting the Sanitation Department's CNG fueling needs until a permanent CNG fueling station is constructed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an additional extension of the rental term of the Agreement for a portable self-contained compressed natural gas fueling station with TruStar Energy, LLC from 24 months to 28 months at an additional estimated cost not to exceed $86,800 for an estimated total cost not to exceed $314,800 for the Sanitation Department is hereby ratified and approved and the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction; and

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

Sharon Michowicz

City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

Subject: Approving the donation of a rescue vehicle valued at $7,000 to Manatee Technical College.

Explanation: It is recommended that a 2002 Freightliner FL60 Ambulance be donated to Manatee Technical College, for their EMT/Paramedic program. St. Petersburg Fire & Rescue (SPFR) personnel have worked closely with this program for many years, including serving in the capacity of program director, as instructors, and currently as chair of the program's advisory committee. SPFR would like to continue their support of the college, therefore approval of this donation is requested.

The vehicle was purchased in October of 2001 at a cost of $117,066. It was retired as a frontline rescue vehicle in 2008 and was used in a reserve capacity thereafter. The vehicle has an odometer reading of 110,114 miles, is in fair condition and has exceeded its useful service life.

SPFR will transfer the title of the vehicle and all liability and maintenance responsibility to Manatee Technical College. The college is a certified non-profit 501(c)3 organization as an agency of the Manatee County School District and is the primary source of paramedic training for Petersburg Fire & Rescue personnel.

Cost/Funding/Assessment Information: The vehicle (VN: 1FVABPBW92HJ27508; Asset #: 3125938; F455) has a book value of $7,000.

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION APPROVING THE DONATION OF A 2002 FREIGHTLINER FL60 AMBULANCE VALUED AT $7,000 TO MANATEE TECHNICAL COLLEGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a 2002 Freightliner FL60 Ambulance ("Ambulance") valued at $7,000 that has exceeded its useful service life; and

WHEREAS, the City desires to donate the Ambulance to Manatee Technical College; and

WHEREAS, the City will transfer title to the Ambulance to Manatee Technical College which will be responsible for all liability and maintenance of the Ambulance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the donation of a 2002 Freightliner FL60 Ambulance valued at $7,000 to Manatee Technical College 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:

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Fifth Amendment to the Lease and Management Agreement for Albert Whitted Airport by and between the City of St. Petersburg and Sheltair Albert Whitted, LLC, a Florida limited liability company; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Pursuant to City Council Resolution No. 2012-411, Sheltair Albert Whitted Airport, LLC ("Sheltair") formerly known as St. Petersburg Jet Center, LLC, was selected as the successful proposer for providing fixed based operator ("FBO") services at the Albert Whitted Airport ("Airport"); and Administration was authorized to negotiate a Lease and Management Agreement with Sheltair for providing those services.

Administration negotiated a Lease and Management Agreement ("Agreement") that was authorized by Resolution No. 2012-485 with Sheltair for an initial term of five (5) years commencing November 1, 2012 and expiring October 31, 2017. The Agreement provides for a renewal term of five (5) years provided that Sheltair is in compliance with all the terms and conditions of the Agreement.

In accordance with the Agreement, Sheltair leases, operates, and maintains the Galbraith Terminal Building, along with Hangars 1 and 2 from the City to conduct the FBO operations. In addition to managing, operating, and maintaining other various aspects of the Airport, Sheltair oversees the use of the Terminal Ramp, aircraft tie-downs, shade shelter units, T-Hanger units and storage areas. The Agreement provides for Sheltair to have the responsibility for collecting and reporting all rent and payments due to the City from the managed premises. Further, the Agreement includes a requirement that Sheltair will manage, operate, and maintain a fuel storage facility on the City's behalf.

Subsequent amendments to the Agreement that were effective on March 6, 2013, (First and Second Amendments), May 13, 2014 (Third Amendment) and on September 30, 2014 (Fourth Amendment) involved increasing the area of Sheltair's management responsibility and were authorized under paragraph 1.4 of the Agreement.

The Fifth Amendment will bring to the Airport a Self-Service Fueling System ("SSFS") for the benefit of Airport users who have advocated for this service. Currently and historically, aircraft fuel has only been available via full-service operation requiring a fuel truck and attendant.

SSFSs have become more commonly placed on airports nation-wide as users like the convenience and usually lower fueling costs. After evaluating the market as the City's FBO operator, Sheltair concluded that the Airport would be a good candidate for a SSFS and approached the City about partnering with Sheltair to have a system installed at the Airport.

The main benefits of the SSFS include:

1.) Convenience: Fuel will now be available 24/7 through on-site credit card purchase without having to make special arrangements or pay additional fees to request after-hours fuel service.
2.) Cost: The per gallon charge for fuel from a SSFS is less than that charged for full service.
3.) Customer Attraction/Retention: Aviation users who are price sensitive will seek out alternate airport locations that offer SSFSs due to the lower fuel costs. In addition, some users may even avoid buying significant amounts of fuel from their "base airport" knowing they can purchase it cheaper at a SSFS within a neighboring location.
4.) Ownership: Sheltair is making the initial majority investment, but at the end of amortization payback, the City will own all the equipment, thereby assuring its retention on the Airport should there ever be a future change in FBO operators.

The total cost for installation of the SSFS is estimated to be approximately $107,000. The initial City cost is to pay for and install the fixed improvements related to the SSFS including the apron expansion, concrete tank pad, and bollards at an estimated cost of ±$23,000 that will come from the Airport's Capital Improvement Fund (4033) through an existing airport project.

The FBO will pay for the costs of civil design work, processing of plans and permits, permitting fees required for the SSFS installation, in addition to the delivery and installation of the fueling equipment, which will include the tank system, credit card machine, and electrical and communication infrastructure and activation. All FBO improvements to the SSFS will become the property of the City. City will reimburse the FBO for its final costs (currently estimated at ±$84,000) related to the installation including interest calculated over the remaining life of the FBO Agreement and the Renewal Term. This reimbursement to the FBO will be accomplished through rent credits applied against the Fuel Flowage Fees that the FBO pays to the City monthly.

After installation of the SSFS, the FBO will be responsible for all maintenance, repair, and operations of the SSFS equipment including the tank and fuel dispensing system, credit card machine, fire protection equipment and spill prevention equipment.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Fifth Amendment to the Lease and Management Agreement for Albert Whitted Airport by and between the City of St. Petersburg and Sheltair Albert Whitted, LLC, a Florida limited liability company; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Airport Capital Improvement Fund (4033), Agency/Org (282/1877), Hangar #1 Rehabilitation Project (14075).

ATTACHMENTS: Resolution

APPROVALS: Administration: [signature] cdo

Budget: Devris L. Fuller 4-9-15

Legal: /s/ RBB

(As to consistency w/attached legal documents)
Legal: 00229498.doc V. 2

Resolution No. 2015 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIFTH AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT FOR ALBERT WHITTED AIRPORT BY AND BETWEEN THE CITY OF ST. PETERSBURG AND SHELTAIR ALBERT WHITTED, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pursuant to City Council Resolution No. 2012-411, Sheltair Albert Whitted Airport, LLC ("Sheltair") formerly known as St. Petersburg Jet Center, LLC, was selected as the successful proposer for providing fixed based operator ("FBO") services at the Airport; and

WHEREAS, Administration was authorized to negotiate a Lease and Management Agreement with Sheltair for providing those services; and

WHEREAS, Administration negotiated a Lease and Management Agreement ("Agreement") that was authorized by Resolution No. 2012-485 with Sheltair for an initial term of five (5) years commencing November 1, 2012 and expiring October 31, 2017; and

WHEREAS, the Agreement provides for a renewal term of five (5) years provided that Sheltair is in compliance with all the terms and conditions of the Agreement; and

WHEREAS, in accordance with the Agreement, Sheltair leases, operates, and maintains the Galbraith Terminal Building, along with Hangars 1 and 2 from the City to conduct its FBO operations in addition to managing, operating, and maintaining other various aspects of the Airport including, but not limited to, the Terminal Ramp, aircraft tie-downs, shade shelter units, T-Hanger units and storage areas; and

WHEREAS, the Agreement provides for Sheltair to have the responsibility for collecting and reporting all rent and payments due to the City from the managed premises; and

WHEREAS, the Agreement includes a requirement that Sheltair will manage, operate, and maintain a fuel storage facility on the City's behalf; and

WHEREAS, subsequent amendments to the Agreement that were effective on March 6, 2013, (First and Second Amendments), May 13, 2014 (Third Amendment) and on September 30, 2014 (Fourth Amendment) involved increasing the area of Sheltair's management responsibility and were authorized under paragraph 1.4 of the Agreement; and

WHEREAS, the proposed Fifth Amendment will bring to the Airport a Self-Service Fueling System ("SSFS") for the benefit of Airport users who have advocated for this service for many years; and

WHEREAS, currently and historically, aircraft fuel has only been available via full service operation requiring a fuel truck and attendant; and

WHEREAS, SSFSs are becoming more commonly placed on airports nation-wide as users like the convenience and usually lower fueling costs; and

WHEREAS, after evaluating the market, Sheltair concluded that the Airport would be a good candidate for a SSFS and approached the City about partnering with the City to have a system installed at the airport; and

WHEREAS, the total cost for installation of the SSFS is estimated to be approximately $107,000; and

WHEREAS, the initial City cost is to pay for and install the fixed improvements related to the SSFS including the apron expansion, concrete tank pad, and bollards at an estimated cost of ±$23,000 that will come from the Airport's Capital Improvement Fund (4033) through an existing airport project; and

WHEREAS, the FBO will pay for the costs of civil design work, processing of plans and permits, permitting fees, required for the SSFS installation in addition to the delivery and installation of the fueling equipment, which will include the tank system, credit card machine, and electrical and communication infrastructure and activation; and

WHEREAS, all FBO improvements to the SSFS will become the property of the City; and

WHEREAS, the City will reimburse the FBO for its final costs (currently estimated at ±$84,000) related to the installation including interest calculated over the remaining life of the FBO Agreement and the Renewal Term; and

WHEREAS, this reimbursement to the FBO will be accomplished through rent credits applied against the Fuel Flowage Fees that the FBO pays to the City monthly; and

WHEREAS, after installation of the SSFS, the FBO will be responsible for all maintenance, repair, and operations of the SSFS equipment including the tank and fuel dispensing system, credit card machine, fire protection equipment and spill prevention equipment.

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 Fifth Amendment to the Lease and Management Agreement for Albert Whitted Airport by and between the City of St. Petersburg and Sheltair Albert Whitted, LLC, a Florida limited liability company; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ RBB

City Attorney (designee)

Legal: 00229498.doc V. 2

APPROVED BY:

Clay D. Smith, Director
Downtown Enterprise Facilities

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to sell the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County, to Rick Applefield for $12,700; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department received an offer from Rick Applefield ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County ("Property"). The Buyer intends to construct a new single-family residence on the lot.

The Property was acquired by the Legal Department at a Sheriff's sale in June 2007 pursuant to levy by the City to satisfy a judgment held by the City. The Property is located within the unincorporated part of Pinellas County and was acquired with the intent to be sold to satisfy the judgment. The Property is unimproved with lot dimensions of 50 ft. x 127 ft. and is zoned R-4 (1 - 3 Family Residential District). The Property was declared surplus real estate after appropriate City Departments were queried.

The Property is legally described as follows:

Lot 10, Block D, ARCADIAN HEIGHTS
Parcel I.D No.: 35/30/16/01404/004/0100
Approximate Street Address: 3320 – 55th Avenue North

On February 25, 2014, the Property was appraised by Scott Seaman, McCormick Braun and Seaman, and has an estimated market value of $12,700. The contract price is $12,700, with the Buyer paying all closing costs. According to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to sell the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County, to Rick Applefield for $12,700; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Appraisal and Resolution

APPROVALS: Administration: _____

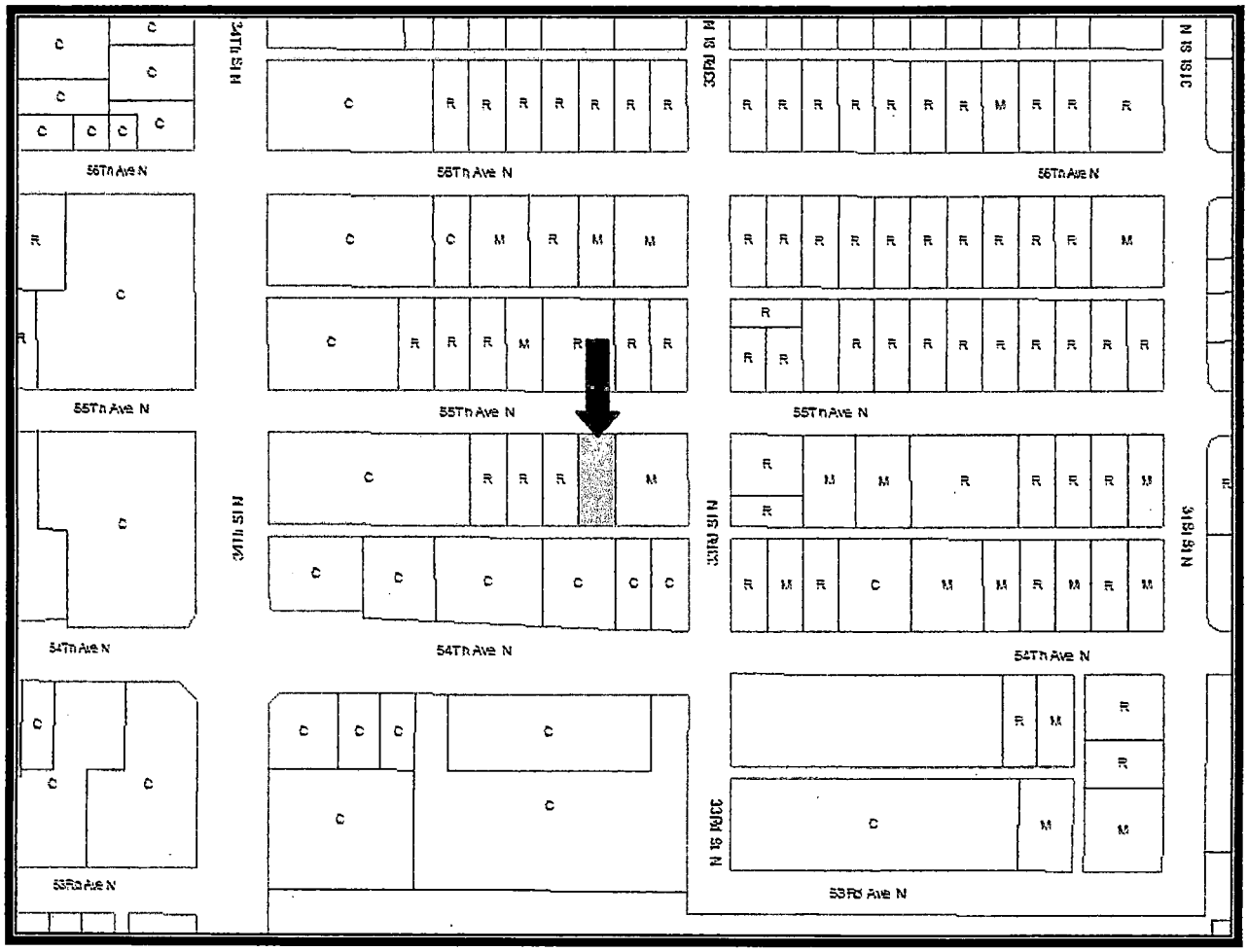
Budget: N/A

Legal: _____

(As to consistency w/attached legal documents)

Legal: 00229272.doc v. 1

ILLUSTRATION



3320 – 55th Avenue North

LAND APPRAISAL REPORT

IDENTIFICATION

Borrower N/A — Census Tract 280.04 — Map Reference 35-30-16
Property Address 3320 55TH AVENUE NORTH
City ST. PETERSBURG — County PINELLAS — State FL. — Zip Code 33714
Legal Description ARCADIAN HEIGHTS BLK D, LOT 10, PB 6, PG 41
Sale Price $ N/A — Date of Sale N/A — Loan Term ____ yrs. — Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $ -0- (yr) — Loan charges to be paid by seller $ N/A — Other sales concessions
Lender/Client CITY OF AT. PETERSBURG — Address P.O. BOX 2842, ST PETERSBURG, FL. 33731
Occupant VACANT — Appraiser SCOTT W. SEAMAN, SRA — Instructions to Appraiser " MARKET VALUE" VIA DESK APPRAISAL

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[X] Fully Dev.	[ ] Rapid	[ ] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[ ] 4-6 Mos.	[X] Over 6 Mos.

Present Land Use 80% 1 Family 20% 2-4 Family ___% Apts. ___% Condo ___% Commercial ___% Industrial ___% Vacant ___%
Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)
(*) From ____ To ____
Predominant Occupancy [X] Owner [ ] Tenant ___% Vacant
Single Family Price Range $ 25,000 to $ 80,000 — Predominant Value $ 40,000
Single Family Age NEW yrs. to 55 yrs. — Predominant Age 35 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): THE SUBJECT IS LOCATED ON THE S. SIDE OF 55TH AVENUE N. APPROX. 100 FT WEST OF 33RD ST. N., IN THE COUNTY OF PINELLAS, FL. THIS IS AN AREA OF SINGLE FAMILY PROPERTIES IN THE LOWER TO MODERATE VALUE RANGE. GENERAL MAINTENANCE IN THE AREA APPEARS TO BE AVERAGE AND ALL SUPPORTING FACILITIES ARE IN A 2 MILE RADIUS.

SITE

Dimensions 50' X 127' = 6,350 Sq. Ft. or Acres — Corner Lot
Zoning classification R-4/LAND USE RES. — Present Improvements [X] do [ ] do not conform to zoning regulations
Highest and best use [X] Present use [ ] Other (specify) SINGLE FAMILY RESIDENTIAL

Public	Other (Describe)	OFF SITE IMPROVEMENTS	Topo AT STREET GRADE
Elec. [X]		Street Access [X] Public [ ] Private	Size AVERAGE FOR AREA
Gas	PRIVATE	Surface ASPHALT	Shape RECTANGULAR
Water [X]		Maintenance [X] Public [ ] Private	View RESIDENTIAL
San. Sewer [X]		[X] Storm Sewer [X] Curb/Gutter	Drainage APPEARS ADEQUATE
[X] Underground Elect. & Tel.		[ ] Sidewalk [X] Street Lights	Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): NO ADVERSE ITEMS WERE NOTED. OVERALL SIZE, UTILITY AND ACCESS ARE AVERAGE FOR THE AREA. FLOOD PANELS INDICATE ZONE X FLOOD ZONE.

MARKET DATA ANALYSIS

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3320 55TH AVENUE NORTH ST. PETERSBURG	5203 37TH STREET N. ST. PETERSBURG, FL		5849 32ND AVENUE N. ST. PETERSBURG, FL		6141 102ND AVENUE N. PINELLAS PARK, FL.	
Proximity to Subject		4 BLOCKS		13 BLOCKS		3 MILES NW	
Sales Price	$ N/A		$ 10,000		$ 17,500		$ 25,000
Price	$		$ 1.98 PSF		$ 2.99 PSF		$ 2.10 PSF
Data Source	INSPECTION	MLS #T2614978		MLS #U7615711		MLS #U7523549	
Date of Sale and Time Adjustment	DESCRIPTION 2/15	DESCRIPTION 12-14	+(-)$ Adjust	DESCRIPTION 9-14	+(-)$ Adjust	DESCRIPTION 8-14	+(-)$ Adjust
Location	AVERAGE	AVERAGE		SUPERIOR	-25%	SUPERIOR	-25%
Site/View	6,350 SF	5,040 SF		5,828 SF		11,900 SF	+10%
ZONING	R-4	SIMILAR		SIMILAR		SIMILAR	
SHAPE	RECTANGULAR	SIMILAR		SIMILAR		SIMILAR	
VIEW	RESIDENTIAL	SIMILAR		SIMILAR		CANAL	
DOMTC	N/A	312		154			
Sales or Financing Concessions		CASH		CASH		NONE	
Net Adj. (Total)		+ -	$ -0-	+ -	$ -25%	+ -	$ -15%
Indicated Value of Subject			$ 1.98 PSF		$ 2.24 PSF		$ 1.79 PSF

Comments on Market Data: ADJUSTMENTS WERE MADE FOR LOCATION AND SITE SIZE. BASED ON THE ABOVE SALES, WE ESTIMATE THE VALUE OF THE SUBJECT SITE TO BE: 6,350 SF X $2.00 PSF = $12,700.

RECONCILIATION

Comments and Conditions of Appraisal: BASED ON THE ABOVE SALES, WE ESTIMATED THE VALUE OF THE SUBJECT SITE TO BE: 6,350 SF X $2.00 PSF = $12,700.

Final Reconciliation: THE SALES COMPARISON APPROACH IS THE ONLY APPLICABLE APPROACH TO VALUING VACANT LAND.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF FEBRUARY 25 2015 to be $ 12,700

SCOTT W. SEAMAN, SRA
Appraiser(s) — Review Appraiser (if applicable) — Did / Did Not Physically Inspect Property

(Y2K)

Borrower/Client	N/A		File No. 14369GG-UPDATE
Property Address	3320 55TH AVENUE NORTH		
City	ST. PETERSBURG	County PINELLAS	State FL. Zip Code 33714
Client	CITY OF ST. PETERSBURG		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

X Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

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

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

— Unless otherwise indicated, I 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.

— Unless otherwise indicated, I 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.

— I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

— My engagement in this assignment was not contingent upon developing or reporting predetermined results.

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

— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-12 MONTHS

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment. File No. 14369GG Dated 9-15-14

APPRAISER:

Signature:
Name: SCOTT W. SEAMAN, SRA
State Certification #: CERT GEN 0001758
or State License #:
State: FL Expiration Date of Certification or License: 11/16
Date of Signature and Report: FEBRUARY 25, 2015
Effective Date of Appraisal: FEBRUARY 25, 2015
Inspection of Subject: X None Interior and Exterior Exterior-Only
Date of Inspection (if applicable):

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: None Interior and Exterior Exterior-Only
Date of Inspection (if applicable):

Form ID14E LT — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Resolution No. 2015 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL THE SURPLUS, UNIMPROVED CITY-OWNED PARCEL LOCATED AT APPROXIMATELY 3320 – 55TH AVENUE NORTH, WITHIN UNINCORPORATED PINELLAS COUNTY, TO RICK APPLEFIELD FOR $12,700; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received an offer Rick Applefield ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County ("Property"); and

WHEREAS, the Buyer intends to construct a new single-family residence on the lot; and

WHEREAS, the Property was acquired by the Legal Department at a Sheriff's sale in June 2007 pursuant to levy by the City to satisfy a judgment held by the City; and

WHEREAS, the Property is located within the unincorporated part of Pinellas County and was acquired with the intent to be sold to satisfy the judgment; and

WHEREAS, the Property is unimproved with lot dimensions of 50 ft. x 127 ft. and is zoned R-4 (1 - 3 Family Residential District); and

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

WHEREAS, the Property is legally described as follows:

Lot 10, Block D, ARCADIAN HEIGHTS
Parcel I.D No.: 35/30/16/01404/004/0100
Approximate Street Address: 3320 – 55th Avenue North; and

WHEREAS, on February 25, 2014, the Property was appraised by Scott Seaman, McCormick Braun and Seaman, and has an estimated market value of $12,700; and

WHEREAS, the contract price is $12,700, with the Buyer paying all closing costs; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to sell the surplus, unimproved City-owned parcel located at approximately 3320 – 55th Avenue North, within unincorporated Pinellas County, as legally described above, to Rick Applefield for $12,700; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00229272.doc v. 1

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to waive the outstanding interest on the Special Assessment liens on one (1) unimproved property located at approximately 2168 – 23rd Avenue North, St. Petersburg, that will have accrued up to the time of payment of the unpaid principal, provided the full payment of the unpaid principal amount of $8,518.52 is paid by June 8, 2015; and to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On November 1, 2012, City Council through the adoption of Resolution No. 2012-51 established a Special Assessment Lien Modification Program ("Program") that authorized the Mayor or his designee to take actions on requests for relief of Special Assessment liens pursuant to the Policies and Procedures approved for the Program.

The City's Billing and Collections Department ("Billing and Collections") received a Special Assessment Lien Modification application from William Crescenzo with Ceres Holdings, Inc. ("Property Owner") requesting Option "A" under the Program. Applications requesting Option "A" that were received by the City prior to December 31, 2014 did not require rehabilitation or new construction as a precondition of the Special Assessment liens being released. The application was forwarded to the City's Real Estate and Property Management Department for review due to the fact that the application date is March 31, 2015 and the Property owner does not plan to build on the Property. The Property Owner currently has the Property under contract to be sold to the abutting property owner who intends to utilize the Property as an expansion to her garden.

The Property Owner acquired the Property in February 2015 as part of a package of multiple parcels. It should be noted that the Special Assessment liens were levied on the Property prior to the Property Owner obtaining ownership who has maintained the Property since that time. While the circumstances do not fully comply with the requirements established in the Program, in an effort to bring this Property into a position to be utilized, the Property Owner agrees to pay the principal amount due of $8,518.52 by June 8, 2015, as well as paying all outstanding real estate taxes due on the Property. The effect of the settlement would be that the City would be waiving the remaining accrued interest in consideration of receiving full reimbursement for the actual costs incurred by the City for work performed on the Property.

According to Billing and Collections, while the principal amount is $8,518.52, the accrued interest due on the liens totaled $9,003.20 as of April 3, 2015; and will continue to accrue until paid, all accrued interest would be waived provided that the full payment of the principal amount of $8,518.52 is paid to the City by June 8, 2015.

If payment of the principal amount is not received by June 8, 2015, the authority to waive interest shall be null and void.

The Property is legally described as follows:

Lot 2 and West 2 feet of Lot 3, Block A, WOODLAWN HEIGHTS
Pinellas County Property ID: 12/31/16/98910/001/0020
Approximate Street Address: 2168 – 23rd Avenue North, St. Petersburg

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to waive the outstanding interest on the Special Assessment liens on one (1) unimproved property located at approximately 2168 – 23rd Avenue North, St. Petersburg, that will have accrued up to the time of payment of the unpaid principal, provided the full payment of the unpaid principal amount of $8,518.52 is paid by June 8, 2015; and to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: /s/ RBB
(As to consistency w/attached legal documents)
Legal: 00229489.doc v. 4

Resolution No. 2015 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO WAIVE THE OUTSTANDING INTEREST ON THE SPECIAL ASSESSMENT LIENS ON ONE (1) UNIMPROVED PROPERTY LOCATED AT APPROXIMATELY 2168 – 23RD AVENUE NORTH, ST. PETERSBURG, THAT WILL HAVE ACCRUED UP TO THE TIME OF PAYMENT OF THE UNPAID PRINCIPAL, PROVIDED THE FULL PAYMENT OF THE UNPAID PRINCIPAL AMOUNT OF $8,518.52 IS PAID BY JUNE 8, 2015; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 1, 2012, City Council through the adoption of Resolution No. 2012-51 established the Special Assessment Lien Modification Program ("Program") that authorized the Mayor or his designee to take actions on requests for relief of Special Assessment liens pursuant to the Policies and Procedures approved for the Program; and

WHEREAS, the City's Billing and Collections Department ("Billing and Collections") received a Special Assessment Lien Modification application from William Crescenzo with Ceres Holdings, Inc. ("Property Owner") requesting Option "A" under the Program; and

WHEREAS, applications requesting Option "A" that were received by the City prior to December 31, 2014 did not require rehabilitation or new construction as a precondition of the Special Assessment liens being released; and

WHEREAS, the application was forwarded to the City's Real Estate and Property Management Department for review due to the fact that the application date is March 31, 2015 and the Property owner does not plan to build on the Property; and

WHEREAS, the Property Owner currently has the Property under contract to be sold to the abutting property owner who intends to utilize the Property as an expansion to her garden; and

WHEREAS, the Property Owner acquired the Property in February 2015 as part of a package of multiple parcels; and

WHEREAS, it should be noted that the Special Assessment liens were levied on the Property prior to the Property Owner obtaining ownership who has maintained the Property since that time; and

WHEREAS, while the circumstances do not fully comply with the requirements established in the Program, in an effort to bring this Property into a position to be utilized, the Property Owner agrees to pay the principal amount due of $8,518.52 by June 8, 2015, as well as paying all outstanding real estate taxes due on the Property; and

WHEREAS, the effect of the settlement would be that the City would be waiving the remaining accrued interest in consideration of receiving full reimbursement for the actual costs incurred by the City for work performed on the Property; and

WHEREAS according to Billing and Collections, while the principal amount is $8,518.52, the accrued interest due on the liens totaled $9,003.20 as of April 3, 2015; and will continue to accrue until paid, all accrued interest would be waived provided that the full payment of the principal amount of $8,518.52 is paid to the City by June 8, 2015; and

WHEREAS, if payment of the principal amount is not received by June 8, 2015, the authority to waive interest set forth herein shall be null and void; and

WHEREAS, the Property is legally described as follows:

Lot 2 and West 2 feet of Lot 3, Block A, WOODLAWN HEIGHTS
Pinellas County Property ID: 12/31/16/98910/001/0020
Approximate Street Address: 2168 – 23rd Avenue North, St. Petersburg

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 waive the outstanding interest on the Special Assessment liens on one (1) unimproved property located at 2168 – 23rd Avenue North, St. Petersburg, as legally described above, that will have accrued up to the time of payment of the unpaid principal, provided the full payment of the unpaid principal amount of $8,518.52 is paid by June 8, 2015; and to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ RBB
City Attorney (Designee)
Legal: 00229489.doc v. 4

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

APPROVED BY:

Tammy Jerome, Director
Billing and Collections

st.petersburg
www.stpete.org

ST. PETERSBURG CITY COUNCIL

Meeting of May 7, 2015

TO: **THE HONORABLE CHARLIE GERDES, CHAIR, AND MEMBERS OF CITY COUNCIL**

SUBJECT: Resolution approving the plat of *Arlington & 8th Townhomes*, generally located near the intersection of Arlington Avenue North and 8th Street North. (Our File: 14-20000003)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:
The applicant is requesting approval of a final plat which will replat Lots 1, 2, 3, 16, 17 and 18, Block 3, Lake Side Snell & Hamlett's Subdivision generally located between Arlington Avenue North and 2nd Avenue North at 8th Street North. This will create 34 townhome lots as well as common areas. The Property is zoned Downtown Center (DC-2).

The replat will assemble the lots for redevelopment.

The language in condition 1 of the Resolution clarifies that certain requirements may be completed after the plat is recorded. The language in condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

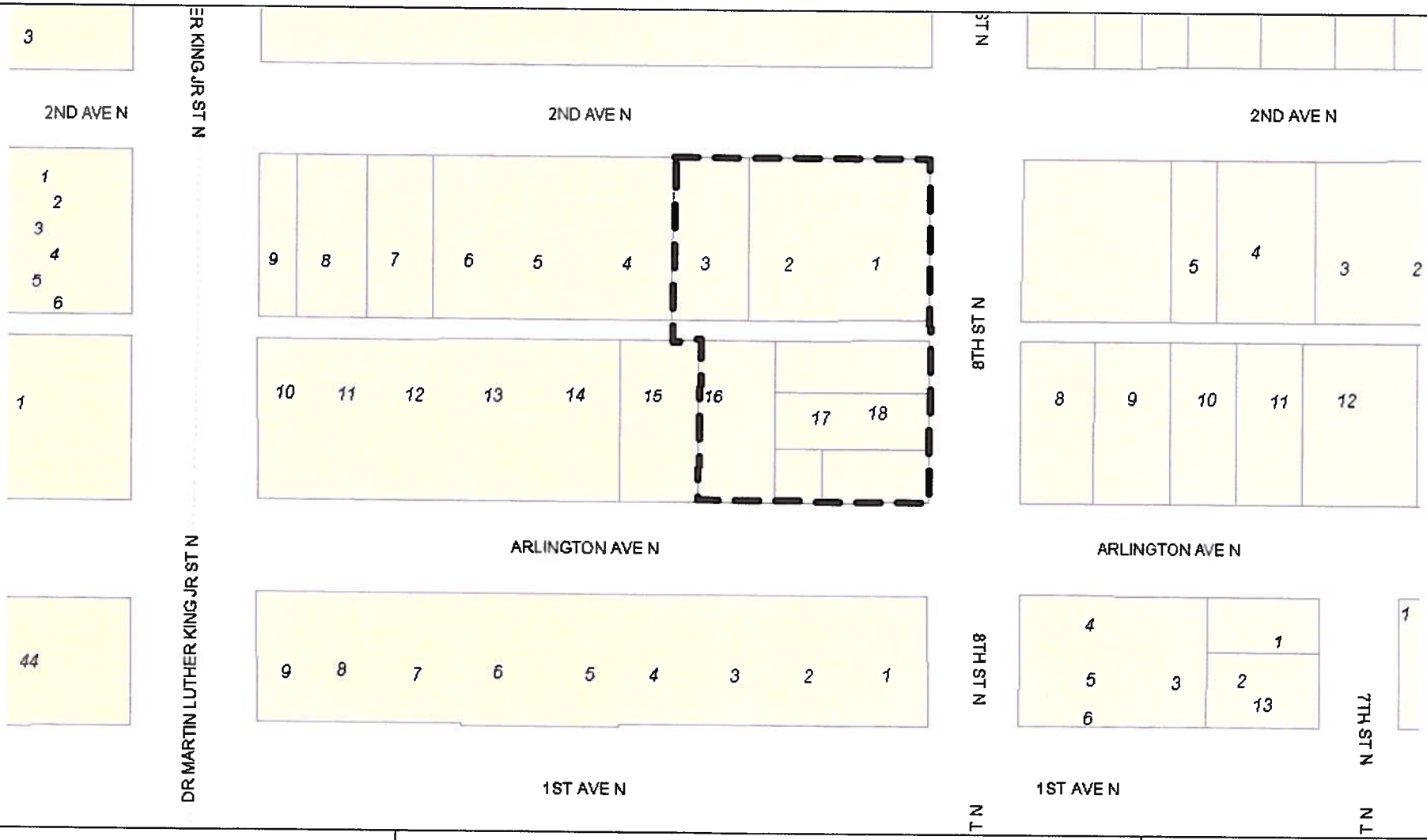
Attachments: Map, Aerial, Engineering Conditions dated April 15, 2015, Resolution

APPROVALS:

Administrative: _____ DG

Budget: NA

Legal: _____



st.petersburg
www.stpete.org

City of St. Petersburg, Florida
Planning and Economic Development Department
Arlington & 8th Townhomes
Case No.: 14-20000003
Address: Arlington Avenue North and 8th Street North

N
(nts)

st.petersburg
www.stpete.org

City of St. Petersburg, Florida
Planning and Economic Development Department
Arlington & 8th Townhomes
Case No.: 14-20000003
Address: Arlington Avenue North and 8th Street North

N↑
(nts)

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Crook, Development Review Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: April 15, 2015

SUBJECT: Approval of Preliminary Plat for Arlington & 8th Townhomes

FILE: 14-20000003 R4

LOCATION: 809 Arlington Avenue North
PIN: 19/31/17/48654/003/0171; 19/31/17/48654/003/0172; 19/31/17/48654/003/0173
ATLAS: F-2
PROJECT: Preliminary-Revision 3 for Arlington & 8th Townhomes
REQUEST: Approval of a Preliminary Plat for Arlington & 8th Townhomes

SPECIAL CONDITIONS OF APPROVAL: The Engineering Department has no objection to the proposed Revision 3 Preliminary Plat provided that the following special conditions and standard comments are added as conditions of approval:

**It is acknowledged that the civil site plans have already been reviewed and approved by City Engineering for this project and the following items #1-8 were adequately addressed on the construction plans. Since construction on the site is currently underway but not yet complete, we are including the comments as conditions of plat approval since the work must be accomplished/completed as a condition of the plat approval.*

1. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the DC zoning district a 10 –foot wide sidewalk is required on the south side of 2nd Avenue North, on the west side of 8th Street North, and on the north side of Arlington Avenue North adjacent to the plat boundary. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

2. Wastewater reclamation plant is adequate. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). *If an increase in flow of over 1000 gpd is proposed*, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed

to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

3. Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

4. Habitable floor elevations must be set per building code requirements to at least one foot above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

5. All future development shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

6. The applicant shall extend private water and private sanitary sewer service to each proposed lot within the subdivision at their sole expense.

7. All utilities, roadways, stormwater systems, and surfaces within the plat boundaries shall be privately owned and maintained. Homeowner Association documents must clarify private ownership and private maintenance responsibilities.

8. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications.

STANDARD COMMENTS: Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans should include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developers responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – ARLINGTON & 8TH TOWNHOMES (new plat file)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF ARLINGTON & 8TH TOWNHOMES, GENERALLY LOCATED NEAR THE INTERSECTION OF ARLINGTON AVENUE NORTH AND 8TH STREET NORTH; 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 Arlington & 8th Townhomes, generally located between Arlington Avenue North and 2nd Avenue North at 8th Street North, is hereby approved, subject to the following conditions.

1. The applicant shall install the Lot Corners as required by F.S. 177 and City Code at their sole expense within one year from the date of this approval. The applicant may provide a financial guarantee for this work in order to record the plat in advance of completion.
2. Comply with Engineering conditions in the memorandum dated April 15, 2015 prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Planning & Economic Development Dept. — Date 4/23/15

City Attorney (Designee) — Date 4/22/15

SUBDIVISION PLAT

PLAT BOOK_____, PAGE_____

ARLINGTON & 8TH TOWNHOMES

BEING A REPLAT OF LOTS 1, 2, 3, 16, 17 AND 18, BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE(S) 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, LYING IN THE SW1/4 OF THE NW1/4, SECTION 9, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

DESCRIPTION (BLOCK 1):

LOTS 1, 2 AND 3, BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, SAME BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 2ND AVENUE NORTH AND THE WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, ACCORDING TO SAID PLAT; THENCE S.00°03'48"W., ALONG THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, SAME BEING THE EAST BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 124.00 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF A 16 FOOT WIDE ALLEY, ACCORDING TO SAID PLAT; THENCE N.90°00'00"W., ALONG THE SAID NORTH BOUNDARY LINE OF SAID ALLEY, FOR A DISTANCE OF 198.00 FEET, TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 3 OF SAID PLAT; THENCE N.00°03'49"E., ALONG THE EAST BOUNDARY LINE OF SAID LOT 4, FOR A DISTANCE OF 124.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAME BEING A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE N.90°00'00"E., ALONG THE SAID SOUTH RIGHT OF WAY LINE, SAME BEING THE NORTH BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.558 ACRES, MORE OR LESS.

DESCRIPTION (BLOCK 2):

LOTS 16, 17, AND 18, BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, SAME BEING THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 8TH STREET NORTH AND THE NORTH RIGHT OF WAY LINE OF ARLINGTON AVENUE NORTH, ACCORDING TO SAID PLAT; THENCE N.89°58'09"W., ALONG THE SAID NORTH RIGHT OF WAY LINE OF ARLINGTON AVENUE NORTH, SAME BEING THE SOUTH BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 174.00 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 3 OF SAID PLAT; THENCE N.00°16'55"E., ALONG THE EAST BOUNDARY LINE OF SAID LOT 15, FOR A DISTANCE OF 124.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF A 16 FOOT WIDE ALLEY, ACCORDING TO SAID PLAT; THENCE S.89°58'09"E., ALONG THE SAID SOUTH BOUNDARY LINE OF SAID ALLEY, FOR A DISTANCE OF 174.00 FEET TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, ACCORDING TO SAID PLAT; THENCE S.00°16'55"E., ALONG THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, SAME BEING THE EAST BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.495 ACRES, MORE OR LESS.

CONTAINING A TOTAL NET ACREAGE 1.053 ACRES, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT A8 TOWNHOMES, LLC IS THE OWNER OF THE ABOVE HEREON DESCRIBED PROPERTY AND THAT BESIDES THEIR INTERESTS AND THE INTERESTS ACKNOWLEDGED BY RECORDED INSTRUMENT, THERE ARE NO OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH IS HEREBY PLATTED AS ARLINGTON & 8TH TOWNHOMES.

THE OWNER HEREBY DECLARES THE FOLLOWING:

TRACT A AND TRACT B, SHOWN HEREON, SHALL BE CONVEYED BY SEPERATE INSTRUMENT TO THE ARLINGTON & 8TH TOWNHOMES ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT (HEREINAFTER REFERED TO AS THE ASSOCIATION), FOR INGRESS AND EGRESS AND OTHER PROPER PURPOSES FOR THE BENEFIT OF THE OWNERS OF THE LAND DESCRIBED IN THIS PLAT. THE ASSOCIATION SHALL MAINTAIN TRACT A AND TRACT B. TRACT A AND TRACT B SHALL NOT BECOME A PART OF THE PUBLIC ROAD SYSTEM OF THE CITY OF ST. PETERSBURG OR PINELLAS COUNTY, FLORIDA. THE OWNER HEREBY DEDICATES TO ALL PROVIDERS OF ELECTRIC UTILITIES, TELEPHONE UTILITIES, CABLE TELEVISION UTILITIES AND OTHER PUBLIC UTILITIES, A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH TRACT A AND TRACT B FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING SAID UTILITIES FOR THE BENEFIT OF THE OWNERS OF THE LAND DESCRIBED IN THIS PLAT. THE OWNER HEREBY DEDICATES TO THE CITY OF ST. PETERSBURG AND PINELLAS COUNTY, FLORIDA AND ALL PROVIDERS OF EMERGENCY SERVICES, MAIL, SANITATION AND OTHER GOVERNMENTAL OR SIMILAR SERVICES, A PERPETUAL NON-EXCLUSIVE EASMENT OVER TRACT A AND TRACT B FOR INGRESS AND EGRESS TO PERFORM THEIR OFFICIAL DUTIES AND OBLIGATIONS.

A8 TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: IREA 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

BY:_____
RYAN STUDZINSKI, MANAGER OF IREA 1, LLC

WITNESS SIGNATURE _____ WITNESS PRINTED NAME _____

WITNESS SIGNATURE _____ WITNESS PRINTED NAME _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME THE UNDERSIGNED AUTHORITY, APPEARED RYAN STUDZINSKI, MANAGER OF IREA 1, LLC, THE MANAGER OF A8 TOWNHOMES, LLC, KNOWN TO BE THE INDIVIDUAL EXECUTING THE FOREGOING CERTIFICATE OF DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE SET OUT THEREIN. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION AND WHO DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL AT PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20___.

NOTARY PUBLIC
STATE OF FLORIDA

NOTARY PUBLIC: _____

PRINTED NAME: _____

EXPIRES: _____

COMMISSION NO.: _____

BONDED THRU: _____

CONSENT TO PLAT:

AMERICAN MOMENTUM BANK, ITS SUCCESSORS, PARTICIPANTS AND ASSIGNS, AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED JULY 14, 2014, RECORDED IN OFFICIAL RECORDS BOOK 18467, PAGE 1687, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN OFFICIAL RECORDS BOOK 18723, PAGE 756, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREON, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

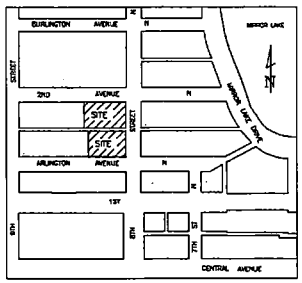
SURVEYOR NOTES:

1. BASIS OF BEARINGS: ASSUMED N.90°00'00"E. FOR SOUTH RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH.

NOTICES:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE 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.

ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT THE CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF APPROVAL BY CITY COUNCIL:

STATE OF FLORIDA
COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 20___ PROVIDED THAT THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM THE DATE OF THIS APPROVAL.

_____
RICK KRISEMAN MAYOR

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20___.

_____
COUNCIL CHAIR

CERTIFICATE OF APPROVAL OF 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 OR PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20___.

KEN BURKE, CLERK BY: _____
DEPUTY CLERK

CERTIFICATE OF CONFORMITY:

REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT OR EMPLOYED BY THE CITY OF ST. PETERSBURG, FLORIDA.

_____ DATE:
C. BOYD ALLEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 3932

SURVEYOR'S CERTIFICATE:

I, JAMES R. McMATH, OF DEUEL & ASSOCIATES, MAKER OF THIS PLAT, DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, OF FLORIDA STATUTES, AND THAT ON _____, 2015, PERMANENT REFERENCE MONUMENTS (PRM's) WERE PLACED AS SHOWN HEREON, AS REQUIRED BY LAW. SIGNED ON THIS

_____ DAY OF _____, 20___.

_____
JAMES R. McMATH, PSM
FLORIDA PROFESSIONAL SURVEYOR REGISTRATION NUMBER 5126
DEUEL & ASSOCIATES, LB 107
563 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
(727)022-4151
(727)021-7255 (FAX)

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

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CLEARWATER, FL 33764
PH 727 022 4151 FAX 727 021 7255
WWW.DEUELANDENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

JOB NUMBER 2011-87 SHEET 1 OF 4

SUBDIVISION PLAT

PLAT BOOK_____, PAGE_____

ARLINGTON & 8TH TOWNHOMES

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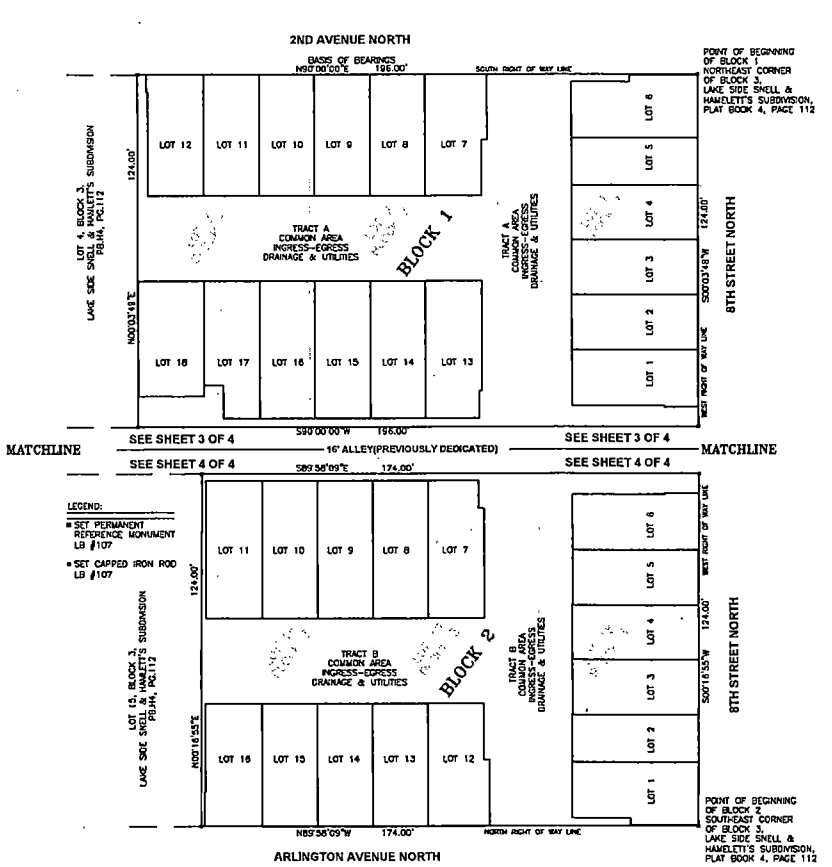

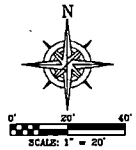

SURVEYOR NOTES:

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NOTICE:
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JOB NUMBER 2011-87 SHEET 2 OF 4

SUBDIVISION PLAT

PLAT BOOK_____; PAGE_____

ARLINGTON & 8TH TOWNHOMES

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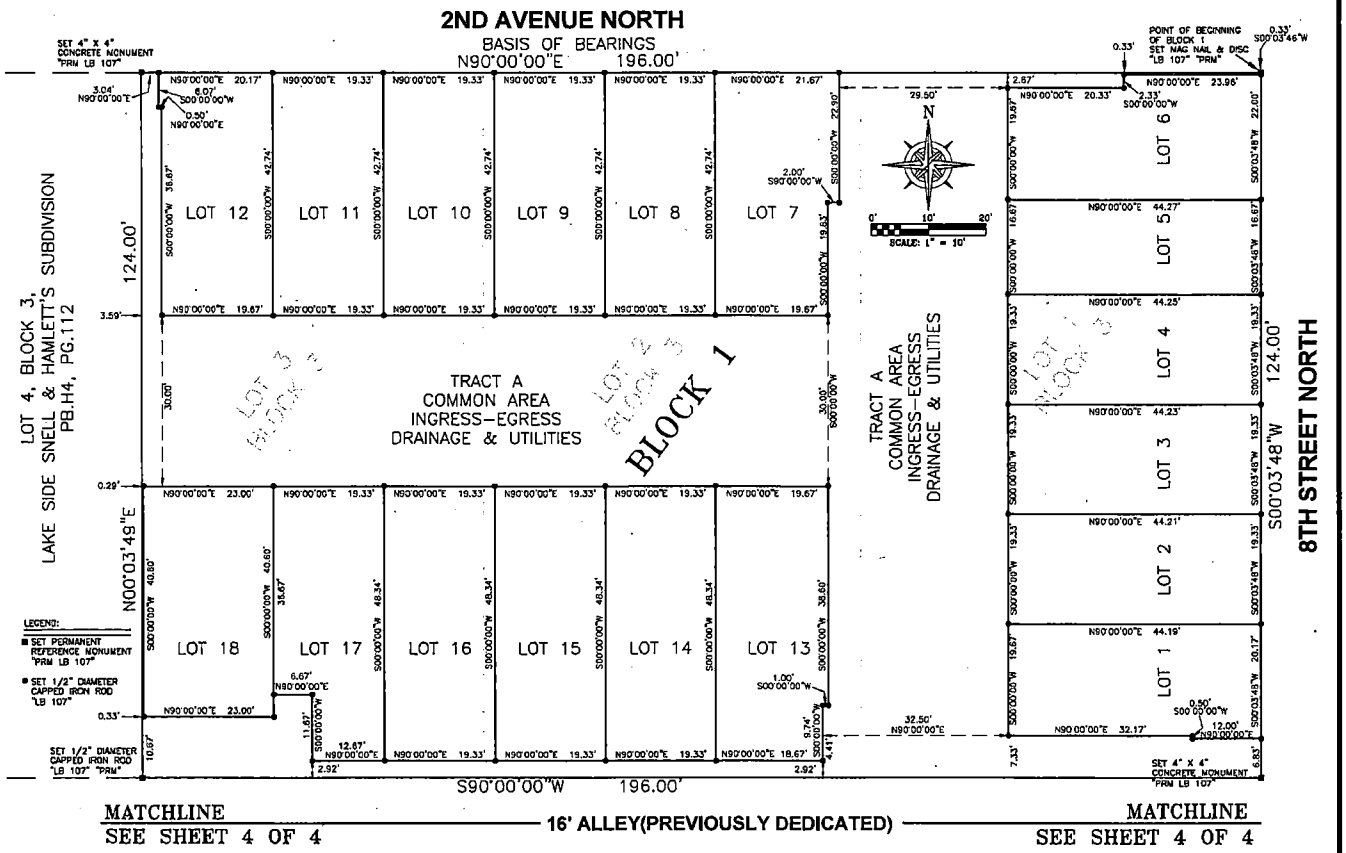

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SUBDIVISION PLAT

PLAT BOOK_____, PAGE_____

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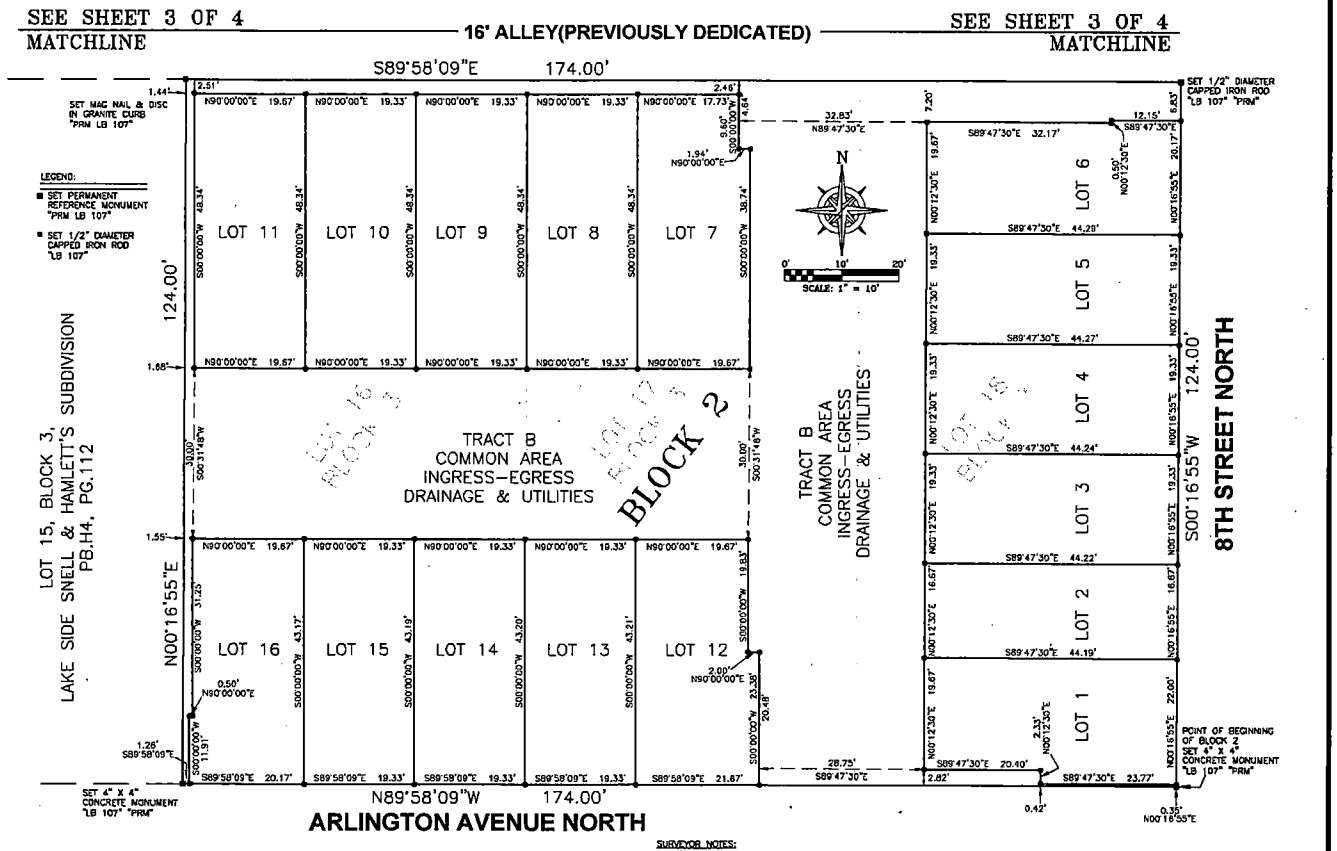

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ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute all documents necessary to effectuate an agreement with FDOT and an agreement with Pinellas County for the City to maintain the painted coating of dynamic message structures on 34th Street from 50th Avenue South to 24th Avenue North; and providing an effective date.

EXPLANATION: Pinellas County, in an effort to produce a more efficient transportation system has been working to implement an Intelligent Transportation System (ITS) in conjunction with the Florida Department of Transportation (FDOT) and local jurisdictions including the City of St. Petersburg. To that end, Pinellas County has recently partnered with FDOT to implement an ITS project on 34th Street/US 19 from 50th Avenue South to 24th Avenue North. The project includes five (5) dynamic message structures along the corridor that will display real-time information to motorists on 34th Street that will inform them of traffic conditions so that they may better manage their route and travel expectations. The project also includes the installation of closed-circuit television cameras and related utilities that are necessary to display information on the dynamic message structures.

The appearance and functionality of the dynamic message structures resemble, but are not identical to, a traffic signal mast arm. The City's practice is to provide a dark bronze coating on traffic signal mast arms throughout St. Petersburg to provide an aesthetically pleasing transportation system that promotes traffic safety and economic development. Accordingly, the City Administration desires to have the five (5) dynamic message structures painted in a similar fashion and has been in discussions with both FDOT and County staff as to the requirements of effectuating the painting.

FDOT is administering the project and retains maintenance responsibilities for the southernmost structure at 50th Avenue South. Pinellas County will ultimately assume responsibility for the four (4) northernmost structures. While FDOT's practice is to leave the exterior of the structure with a galvanized finish rather than a painted finish, FDOT and Pinellas County have indicated that they will allow the City to have the structures painted by the FDOT contractor as requested, provided that the City maintain the coating only, but the City will not be required to maintain the rest of the structure. In order to appropriately assume maintenance responsibility for the coatings of the five structures, the City must enter into agreements with FDOT for the southernmost structure and Pinellas County for the four northernmost structures for which Pinellas County has previously agreed with FDOT to maintain. The City has paid for and is in the process of having the structures painted, with an understanding with FDOT and Pinellas County that the City's maintenance obligations are subject to City Council approval of the maintenance agreements.

RECOMMENDATION: Administration recommends approval of the attached resolution allowing the Mayor or his designee to enter into agreements with FDOT and Pinellas County that assign maintenance responsibility for the painted coating of five (5) dynamic message

structures on 34th Street from 50th Avenue South to 24th Avenue North to the City of St. Petersburg.

COST/FUNDING INFORMATION: Initial painting of the structures will be accomplished utilizing funds available within the Transportation & Parking's existing project for Streetscape (13762) Comp Streetscape/Greenscape 13; award #80877 that has been previously appropriated. The City will maintain the painted coatings with City forces using materials consistent with those required to maintain the painted coatings on traffic signals throughout the City.

ATTACHMENTS: Resolution

APPROVALS:

4-22-15 EM 4-22-15

Budget Administration

Resolution No. 2015 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT WITH FDOT AND AN AGREEMENT WITH PINELLAS COUNTY FOR THE CITY TO MAINTAIN THE PAINTED COATING OF DYNAMIC MESSAGE STRUCTURES ON 34TH STREET FROM 50TH AVENUE SOUTH TO 24TH AVENUE NORTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") has a transportation system that includes rights-of-way under the control of the Florida Department of Transportation ("Department"); and

WHEREAS, the City has a strong interest in providing public rights-of-way that are well-kept; and

WHEREAS, the City's Comprehensive Plan states that the City shall provide a safe, efficient and cost-effective multimodal transportation system that is accessible to all residents and visitors, preserves neighborhoods, protects natural resources, and promotes economic development; and

WHEREAS, the Department has partnered with Pinellas County ("County") to provide an Intelligent Transportation System ("ITS") project within the City that includes five (5) dynamic message sign structures on 34th Street from 50th Avenue South to 24th Avenue North; and

WHEREAS, the Department and the County have previously, and separately from the City, entered into an agreement for the Department to retain maintenance responsibilities for the southernmost ITS structure and the County to assume maintenance responsibilities for the four (4) northernmost ITS structures associated with this project; and

WHEREAS, the City's practice is to paint traffic signal mast arms which extend over the roadway a dark bronze color, and the City desires to extend that practice to the ITS structures which also extend over the roadway; and

WHEREAS, in order for the ITS structures along 34th Street to be painted dark bronze, it is necessary for the City to enter into an agreement with the Department and an agreement with the County obligating the City to maintain the painted coating.

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 all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Sharon Michnowicz
City Attorney (designee)

Evan Mory
Administration

00231090

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

TO: City Council Chair & Members of City Council

SUBJECT:
Accepting the Partnerships to Improve Community Health ("PICH") grant in the amount of $41,000 from the State of Florida Department of Health; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $41,000 from the increase in the unappropriated balance of the general fund (0001), resulting from these additional revenues, to the parks & recreation department; and providing an effective date.

EXPLANATION:
The State of Florida Department of Health has awarded a grant to the City of St. Petersburg Parks and Recreation Department to support the implementation of voluntary policy and system changes to encourage healthy choices in physical activity and nutrition on a local level. The funding is for the period from May 18, 2015 to September 30, 2015.

Through this grant the Florida Department of Health will work with the City towards achieving the overall goal of reducing the prevalence of obesity and chronic diseases in St. Petersburg and to provide improved access to environments with healthy food and beverage options and improved access to safe, low cost physical activity opportunities.

RECOMMENDATION:
Administration recommends this Council adopt the attached resolution accepting the Partnerships to Improve Community Health ("PICH") grant in the amount of $41,000 from the State of Florida Department of Health; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $41,000 from the increase in the unappropriated balance of the general fund (0001), resulting from these additional revenues, to the parks & recreation department; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Revenues of $41,000 will be received from Florida Department of Health. A supplemental appropriation in the amount of $41,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from the additional revenues, to the Parks and Recreation Department (190-1573).

ATTACHMENTS: Resolution

APPROVALS: Administrative: Shey K McBee

Budget: Stacey McRee

Resolution No. 2015-_____

A RESOLUTION ACCEPTING THE PARTNERSHIPS TO IMPROVE COMMUNITY HEALTH (PICH) GRANT IN THE AMOUNT OF $41,000 FROM THE STATE OF FLORIDA DEPARTMENT OF HEALTH; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $41,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Health ("Department") through the Pinellas County Health Department has awarded the City of St. Petersburg ("City") a grant in the amount of $41,000.00 to support the implementation of voluntary policy and system changes to encourage healthy choices in physical activity and nutrition; and

WHEREAS, in order to receive such grant funds from the Department, the City must execute the Department's grant agreement; and

WHEREAS, the City must expend such grant funds for the tasks and deliverables required by the grant agreement during the period commencing on May 18, 2015 and ending September 30, 2015.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept the Partnerships to Improve Community Health grant in the amount of $41,000 from the State of Florida Department of Health and to execute a grant agreement and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY 2015:

General Fund
Parks and Recreation Department Administration (190-1573) $41,000

This resolution shall take effect immediately upon its adoption.

Approvals:

Budget Director

Legal

Administration

final

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

TO: City Council Chair & Members of City Council

SUBJECT:

A resolution approving a contract between the City of St. Petersburg ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that provides for child care services for qualified families for one year commencing July 1, 2015, and ending June 30, 2016 ("Contract"); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and comply with the requirements of the City Charter if the Contract is approved by the City Attorney's Office prior to submission; and providing an effective date.

EXPLANATION:

This Contract reflects the continuation of services that have been in effect for the past 20 years with ELC and which allows the Parks and Recreation Department to be a year-round school readiness program service provider for children of families in Pinellas County who meet the defined financial need eligibility requirements. ELC evaluates each family's financial need and determines how much of the school readiness program cost a family can afford to pay themselves. The agency then pays the balance of the program cost to the Parks and Recreation Department.

In order to be eligible to be a school readiness program provider for ELC, the Parks and Recreation Department must meet all Pinellas County child care licensing requirements and also must pass a program assessment completed by ELC staff during site visits. In past years, Parks and Recreation Department sites have consistently passed each assessment conducted.

The Parks and Recreation Department originally researched securing this type of service contract at the repeated requests of several of our program attendees' parents. They were eligible for ELC assistance and wanted their children to be able to attend Parks and Recreation Department programs instead of programs on the existing list of ELC approved subcontractors. Since then, we have continued to enjoy an excellent working relationship with ELC and have provided a service much appreciated by many of our citizens who need this type of assistance.

RECOMMENDATION:

Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the contract between the City and ELC to provide the school readiness program for qualified families for one year commencing July 1, 2015, and ending June 30, 2016; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

There is no cost to the Parks and Recreation Department for providing this service as the complete cost of our programs is subsidized by ELC funds. Last fiscal year approximately $505,000 was paid by ELC to the Parks and Recreation Department to provide child care services for children of qualifying families. These funds were returned to the General Fund as program revenue.

ATTACHMENTS:

Resolution

APPROVALS:

Administration: Shuy K McBee

Resolution No. 2015-_____

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND THE EARLY LEARNING COALITION OF PINELLAS COUNTY, INC. ("ELC") THAT PROVIDES FOR CHILD CARE SERVICES FOR QUALIFIED FAMILIES FOR ONE YEAR COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT OR IN THE ALTERNATIVE TO ELECTRONICALLY SUBMIT THE CONTRACT; FINDING THAT IF THE CONTRACT IS SUBMITTED ELECTRONICALLY, ELECTRONIC SUBMISSION SHALL BE EQUIVALENT TO PHYSICAL SIGNATURE AND COMPLY WITH THE REQUIREMENTS OF THE CITY CHARTER IF THE CONTRACT IS APPROVED BY THE CITY ATTORNEY'S OFFICE PRIOR TO SUBMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the youth of the City are an important and valuable resource; and

WHEREAS, the City through its Parks and Recreation Department has been a year-round child care provider for children of qualified families in Pinellas County under contract with ELC; and

WHEREAS, the City and ELC desire to continue this relationship; and

WHEREAS, in order to continue this relationship, it is necessary for the City to enter into the standard state contract with ELC, which sets forth the responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a contract between the City and ELC that provides for child care services for qualified families for one year commencing July 1, 2015, and ending June 30, 2016 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Contract or in the alternative to electronically submit the contract.

BE IT FURTHER RESOLVED that if the contract is submitted electronically, this Council hereby finds that electronic submission shall be equivalent to physical signature and comply with the requirements of the City Charter if the contract is approved by the City Attorney's Office prior to submission.

This resolution shall take effect immediately upon its adoption.

Approvals:

Legal: Sharon Williams

Administration: Shay K McBee

00230402

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

TO: City Council Chair & Members of City Council

SUBJECT:

Accepting a grant from the National Recreation & Park Association (NRPA) in the amount of $10,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department; and providing an effective date.

EXPLANATION:

The National Recreation & Park Association (NRPA) invited the City of St. Petersburg Parks & Recreation Department to continue its participation in a program to support the City's Out-of-School Time healthy food access and nutritional literacy programs. NRPA will award the City of St. Petersburg funding to provide support through marketing, advertising, nutritional education, physical education and family events.

RECOMMENDATION:

The Administration recommends that the City Council adopt the attached resolution accepting a grant from the National Recreation & Park Association (NRPA) in the amount of $10,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department; and providing an effective date

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of $10,000 will be received from the National Recreation & Park Association. A supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Parks & Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution

APPROVALS:

Administration: Shay K McBee Budget: Stacey McKee

RESOLUTION NO. 2015-_____

A RESOLUTION ACCEPTING A GRANT FROM THE NATIONAL RECREATION & PARK ASSOCIATION (NRPA) IN THE AMOUNT OF $10,000 TO SUPPORT THE CITY'S OUT-OF-SCHOOL TIME HEALTHY FOOD ACCESS AND NUTRITIONAL LITERACY PROGRAMS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH NRPA; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $10,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg's youth are an important and valuable resource; and

WHEREAS, in 2014, the City of St. Petersburg Parks & Recreation Department applied for and was awarded a grant from the National Recreation & Park Association to provide funding to support the City's Out-of-School Time healthy food access and nutritional literacy programs; and

WHEREAS, this year, the City of St. Petersburg Parks & Recreation Department applied for and was awarded another grant from the National Recreation & Park Association in the amount of $10,000 to provide funding to support the City's Out-of-School Time healthy food access and nutritional literacy programs.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the National Recreation & Park Association (NRPA) in the amount of $10,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs and to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001),resulting from these additional revenues, the following supplemental appropriation for fiscal year 2015:

General Fund (0001) Parks & Recreation Department, Parks & Recreation Administration (190-1573)	$10,000

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____ Administration: Shry K McBee

Budget: Fabrice for T. Greene

00230822

CITY OF ST. PETERSBURG

MEMORANDUM

Council Meeting of May 7, 2015

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Appointment to the Nuisance Abatement Board

I respectfully request that Council confirm the appointment of Michael A.J. Bindman as a regular member to the Nuisance Abatement Board to serve a three-year term ending November 30, 2017.

A copy of Mr. Bindman's resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: A. Luce, Assistant Police Legal Advisor
E. Ledbetter, Nuisance Abatement Coordinator

A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE NUISANCE ABATEMENT BOARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Michael A.J. Bindman as a regular member to the Nuisance Abatement Board to serve a three-year term ending November 30, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____

City Attorney or (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 7, 2015

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

SUBJECT: A resolution approving a supplemental appropriation of $14,000 from the unappropriated balance of the Community Housing Donation Fund (1117) to fund the FY 14/15 Hsg Counseling Project (14925) for the continuation of the Homeownership Counseling Program; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: On December 14, 2006 City Council approved the City's current Community Housing Donation Fund program ("Program") and authorized the Administration to submit a grant application to the Pinellas County Housing Finance Authority ("HFA") for funding. The Program was allocated $2,155,064 for FY 2006/07, $1,077,532 for FY 2007/08 and $911,592 for FY 2008/09, for a total of $4,144,188 from the HFA to address the City's affordable housing needs. All of that funding has been transferred to the City. No further funding has been allocated to the City from the HFA.

All of the HFA funding received by the City has been committed to projects that have been completed or are underway. Some of the HFA Funding was allocated by the City for Foreclosure Prevention over several fiscal years and has been exhausted except for $14,000 that remains unappropriated. Appropriating these funds for the continuation of foreclosure prevention plus other housing counseling services will complete the use of the HFA funding.

The Administration would like to continue funding the foreclosure prevention program and to provide other homeownership counseling to all eligible households to obtain the necessary training for homeownerhip.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution approving a supplemental appropriation of $14,000 from the unappropriated balance of the Community Housing Donation Fund (1117) to fund the FY 14/15 Hsg Counseling Project (14925) for the continuation of the Homeownership Counseling Program; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Unappropriated Fund Balance of the Community Housing Donation Fund (1117).

Attachments: Resolution

APPROVALS:
Administration: Michael A. Crone Budget: Stacey McKee

Legal: 00229141.doc V. 5

Resolution No: 2015 _____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION OF $14,000 FROM THE UNAPPROPRIATED BALANCE OF THE COMMUNITY HOUSING DONATION FUND (1117) TO FUND THE FY 14/15 HSG COUNSELING PROJECT (14925) FOR THE CONTINUATION OF THE HOMEOWNERSHIP COUNSELING PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 14, 2006 this City Council approved the City's current Community Housing Donation Fund program and authorized the Administration to submit a grant application to the Pinellas County Housing Finance Authority ("HFA") for funding; and

WHEREAS, the City has received a total allocation of $4,144,188 from the HFA; and

WHEREAS, all funding from that allocation has been provided to projects that have been completed or are in process of being completed; and

WHEREAS, the City has been funding a Foreclosure Prevention Program ("Program") provided by subrecipients from the HFA funds; and

WHEREAS, the contracts with the subrecipients have expired and are in the process of being renewed; and

WHEREAS, the Administration would like to continue to fund the Program to include not only foreclosure prevention, but all housing counseling services; and

WHEREAS, Administration has identified $14,000 in the unappropriated balance of the Community Housing Donation Fund (1117) which may be used to continue the Program and needs a supplemental appropriation to use those funds for the Program; and

WHEREAS, the supplemental appropriation of the unappropriated funds to the FY 14/15 Hsg Counseling Project (14925) for homeownership counseling will ensure that all remaining funds are expended to assist eligible households to obtain the necessary training in homeownership; and

WHEREAS, the Administration finds that the Program provides a benefit to City households and wishes to continue to support and promote affordable housing in the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Community Housing Donation Fund for fiscal year 2015:

Community Housing Donation-Fund (1117)	
FY 14/15 Hsg Counseling Project (14925)	$14,000

This Resolution shall become effective immediately upon its adoption.

APPROVALS

Legal: /s/ RBB Administration: M. R. Dove

Budget: S. Hee

Legal: 00229142.doc V. 5

Received
APR 21 15
Mayor's Office

St. Petersburg City Council

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: Increasing the grant funds allocated by the City to Society of St. Vincent de Paul of South Pinellas, Inc. by an additional amount not to exceed $12,064 to enhance the security and safety of the clients at the Vincentian Care Center.

EXPLANATION: In FY 2015 the City is providing funding in the amount of $175,565 to the Society of St. Vincent de Paul of South Pinellas, Inc. for the following programs and services:

- Homeless Persons Storage Units $35,000
- Family Shelter $20,000
- Vincentian Care Center $120,565

The Vincentian Care Center is a 24/7 program serving the needs of our street homeless population. Services provided at the Vincentian Care Center include overnight shelter for up to 75 adult men and women per night, and a day services program that provides restrooms, meals, showers, employment referrals and case management services for an average of 120 people per day. In addition, during the late evening hours St. Vincent de Paul has been allowing people they cannot accommodate in their night shelter, due to space limitations, to remain in their fenced courtyard area. Presently, St. Vincent de Paul only has one person working the late evening shift to sign-in guests and monitor the indoor shelter and outdoor courtyard areas. They have asked the City for additional funding to add an Intake Specialist position in the evening to help with registering guests and assist with monitoring the shelter and courtyard areas. Veterans, Social and Homeless Services recommends approval of this request to enhance the safety and security of the guests of St. Vincent de Paul during the evening hours. The annual salary and fringe benefit costs for this new position is $24,128. For the remaining six months of FY 2015 the cost will be $12,064

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Veterans, Social and Homeless Services Budget (0001-080-2327) to cover this request.

ATTACHMENTS: Resolution

APPROVALS:

Administrative

Budget

RESOLUTION NO. 2015-___

APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SOCIETY OF ST. VINCENT DE PAUL OF SOUTH PINELLAS, INC. DATED OCTOBER 1, 2014 TO INCREASE GRANT FUNDS BY AN ADDITIONAL AMOUNT NOT TO EXCEED $12,064; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") entered into an agreement with Society of St. Vincent de Paul of South Pinellas, Inc. ("St. Vincent") on October 1, 2014 ("Agreement"), for St. Vincent to utilize $175,656 in grant funds allocated by the City to provide a storage facility, a Vincentian Care Center, and a family shelter to homeless individuals in St. Petersburg; and

WHEREAS, the City and St. Vincent desire to amend the Agreement to increase the grant funds allocated by the City by an additional amount not to exceed $12,064 to enhance the security and safety of the clients at the Vincentian Care Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to Agreement between the City of St. Petersburg, Florida, and St. Vincent de Paul of South Pinellas, Inc. dated October 1, 2014 to increase grant funds by an additional amount not to exceed $12,064 ("First Amendment") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

Sharon Mihevic

City Attorney (designee)

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ___ day of _____, 2015 by and between the City of St. Petersburg, Florida ("City") and Society of St. Vincent de Paul of South Pinellas, Inc., a Florida non-profit corporation ("Agency") (collectively, "Parties").

WHEREAS, the City and Agency entered into an agreement on October 1, 2015 ("Agreement") for the Agency to utilize grant funds allocated by the City to provide a storage facility, a Vincentian Care Center, and a shelter for homeless families in St. Petersburg; and

WHEREAS, the City and Agency desire to amend the Agreement to expand the security and safety for the clients served by the Agency and to increase the grant funds allocated by the City by Twelve Thousand Sixty Four ($12,064).

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

1. Paragraph 6(b)(ii) of the Agreement is hereby amended to read as follows:

   ii. The total amount of funds disbursed by the City to the Agency shall not exceed One Hundred Eighty Seven Thousand Six Hundred and Twenty Nine Dollars. Such funds shall be expended as outlined in this Agreement and the Program Plan and Program Budget.

2. The original Exhibit B is deleted and replaced with the revised Exhibit B, which is attached to this First Amendment and identified as "Revised Exhibit B."

3. All references in the Agreement to "Exhibit B" shall refer to "Revised Exhibit B."

4. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the Agency have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

ATTEST:

_____
Chan Srinivasa, City Clerk

(Seal)

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Gary Cornwell
City Administrator

WITNESSES (Agency):

By: _____

Print:_____

By: _____

Print:_____

AGENCY:

Approved as to Form and Content:

_____
City Attorney (Designee)

Revised Exhibit B
Program Plan and Program Budget

City of St. Petersburg - FY 2015

of

Agency: **Society of St. Vincent de Paul South Pinellas, Inc.**

For Utilization of Grant Funds

Allocated by the City of St. Petersburg

According to City Council action, funding is approved as follows (subject to the terms and conditions of the Agreement):

Total Funds Allocated: $187,629 (not to exceed amount)

Program Period: October 1, 2014 through September 30, 2015

Program(s)	Amount		Purpose
Storage Facility (Oct. 1, 2014 – Sep. 30, 2015)	$35,000.00		Salary for Storage Fac. Attendant, Back-up & Operating Supplies
Vincentian Care Center (Oct. 1, 2014 – Sep. 30, 2015)	$120,565.00		Salary & Operating Costs
Family Shelter (Oct. 1, 2014 – Sep. 30, 2015)	$20,000.00		Provide shelter for chronic homeless families
Vincentian Care Center (April. 1, 2015 – Sep. 30, 2015)	$12,064		Salary plus fringe for Intake Specialist position

Note: All programs funded in whole or in part with monies received by the Agency pursuant to this Agreement shall provide services in a secular manner. Worship, religious instruction, proselytizing and similar activities must be voluntary, privately funded, and separate in time or location, from the program(s) funded pursuant to this Agreement.

Please Note: **Financial and Program Report Deadlines**

Quarter I = October 1, 2014 thru December 31, 2014	Report due 1/15/2015
Quarter II = January 1, 2015 thru March 31, 2015	Report due 4/15/2015
Quarter III = April 1, 2015 thru June 30, 2015	Report due 7/15/2015
Quarter IV = July 1, 2015 thru September 30, 2015	**Report due by October 2, 2015**

MEMORANDUM

Council Meeting of May 7, 2015

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Reappointment to the Public Arts Commission

I respectfully request that Council confirm the reappointment of Laura M. Bryant as a regular member to the Public Arts Commission to fill a four-year term ending April 30, 2019.

A copy of Ms. Bryant's resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: W.Atherholt, Director of Cultural Affairs

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBER TO THE PUBLIC ARTS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment Laura M. Bryant as a regular member to the Public Arts Commission to fill a four-year term ending April 30, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

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City Attorney or (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 7, 2015

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

SUBJECT: A Resolution approving the selection of Kimley-Horn to provide professional consulting services including a Parking Demand and Adequacy Study for the area from 5th Avenue North to 5th Avenue South, from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed; authorizing the Mayor or his designee to execute the Professional Services Agreement with a three-year term and all other documents necessary to effectuate this transaction and providing an effective date.

EXPLANATION: On April 1, 2015, the Consultant Selection Committee selected the firm of Kimley-Horn to provide professional consulting services for a Parking Demand Study and ongoing parking consulting services.

The scope of work includes documentation of all current public parking supply and occupancy levels; analysis of current parking adequacy and projected future adequacy; and preparation of a report that documents the Consultant's recommendation as to whether a new structured parking facility(ies) will be required to meet expected demand within the study area, and proposed location(s) for such structure(s). The Consultant shall identify any existing under-utilized private parking facilities and make suggestions regarding strategies to bring such supply into public use if necessary and feasible. Furthermore, the Consultant's recommendation regarding adequacy and new facility(ies) needs shall be made for current conditions, expected conditions in five, 10 and 15 years into the future. The Consultant shall provide a recommendation of management techniques to maximize existing and future parking resources. Management techniques can include parking regulations/laws, technology enhancements, linkages/connections and pairing with public transit options such as the Downtown Looper and Central Avenue Trolley. Consultant shall consider and provide analysis of parking availability as it relates to modeling thresholds for acceptable walking distances. Consultant shall evaluate and provide recommendations regarding pricing of on street and off-street parking facilities, in particular the pricing relationship between on- and off-street parking rates. Consultant shall provide recommendations to reduce overflow parking into neighborhoods surrounding the study area.

The consultants' services under this Agreement will be described in Task Orders. Each task order required after the initial study, after Council Approval if necessary, and execution, shall become a supplemental to a part of the Agreement. These Agreements

are based upon providing continuous services for three (3) years or until each authorized task order has been completed.

RECOMMENDATION: Administration recommends approval of the attached Resolution approving the selection of Kimley-Horn to provide professional consulting services including a Parking Demand and Adequacy Study for the area from 5th Avenue North to 5th Avenue South, from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed; authorizing the Mayor or his designee to execute the Professional Services Agreement with a three-year term and all other documents necessary to effectuate this transaction and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated for the parking demand study ($150,000) in the Parking Revenue Fund (1021) Parking Facilities Management account (2811245).

ATTACHMENTS: Resolution

APPROVALS: Michael J. Quinn — Administrative; Devris L. Fuller 4-21-15 — Budget

tbg/em

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RESOLUTION NO. 2015-____

A RESOLUTION APPROVING THE SELECTION OF KIMLEY-HORN TO PROVIDE PROFESSIONAL CONSULTING SERVICES INCLUDING A PARKING DEMAND AND ADEQUACY STUDY FOR THE AREA FROM 5TH AVENUE NORTH TO 5TH AVENUE SOUTH, FROM TAMPA BAY TO DR. MARTIN LUTHER KING JR. STREET NORTH AND THE AREA FROM ONE BLOCK NORTH OF 1ST AVENUE NORTH TO ONE BLOCK SOUTH OF 1ST AVENUE SOUTH FROM DR. MARTIN LUTHER KING JR. STREET TO 1-275 AS WELL AS ONGOING PARKING CONSULTING SERVICES AS NEEDED; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH A THREE-YEAR TERM AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (PARKING REVENUE FUND {1021}; PARKING FACILITIES MANAGEMENT ACCOUNT {2811245}).

WHEREAS, on February 9, 2015, the City issued a Request for Qualifications for miscellaneous professional services on a continuing basis for a Parking Demand Study – 5th Avenue North to 5th Avenue South from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed; and

WHEREAS, on April 1, 2015, the Consultant Selection Committee selected the firm of Kimley-Horn to furnish professional consulting services including a Parking Demand and Adequacy Study for the area from 5th Avenue North to 5th Avenue South, from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed for three years.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Kimley-Horn to provide professional services on a continuing basis for a Parking Demand Study – 5th Avenue North to 5th Avenue South from Tampa Bay to Dr. Martin Luther King Jr. Street North and the area

from one block north of 1st Avenue North to one block south of 1st Avenue South from Dr. Martin Luther King Jr. Street to I-275 as well as ongoing parking consulting services as needed, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute the professional services agreement with a three year term and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Approved by:

Thomas B. Gibson, P.E.
Engineering Director