

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

February 18, 2016
3:00 PM

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

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

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

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

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

A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Setting March 3, 2016 as the public hearing date for the following proposed Ordinance(s):

1. [An Ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the 1984 Supplemental Police Officers Retirement System \(Plan\) by establishing a defined contribution plan in accordance with FS 185.35.](#)
2. [An Ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the Supplemental Firefighters Retirement System \(Plan\) by establishing a defined contribution plan in accordance with FS 175.351.](#)
3. [An Ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the Employees Retirement System \('Plan'\) to add lump sum wage or salary payments to the definition of base pay, adding the exclusion of Fire Cadets employed on or after December 28, 2015 to the definition of employee, adding a provision for membership service in certain circumstances for Fire Cadets and amending the definition of creditable service to allow for creditable service as a Fire Cadet on or after December 28, 2015 in certain circumstances.](#)
4. [An Ordinance amending Article 3, Chapter 22 of the St. Petersburg City Code relating to the Defined Contribution Plan \(401a Plan\) to exclude Police and Fire Cadets from the definition of eligible employees.](#)

E. Reports

1. Homeless Leadership Board - (Oral) (Chair Foster)
2. Tampa Bay Regional Planning Council – (Oral) (Vice-Chair Rice)
3. [Authorizing the Mayor, or his Designee, to sell one \(1\) City-owned parcel located north of, and adjacent to, 2201 Tyrone Boulevard North, St. Petersburg, to Tyrone 22 LLC for the sum of \\$39,400; to purchase one \(1\) parcel generally located at the northeast corner of Tyrone Boulevard North and 22nd Avenue North, St. Petersburg, for use as a turn lane from Tyrone 22 LLC for the sum of \\$34,700.](#)
4. [Authorizing the Mayor or his designee to execute Task Order No. 14-02-LMA/MMP to the Architect/Engineering agreement between the City of St. Petersburg and Landon, Moree & Associates, Inc., in the amount not to exceed \\$168,500 for design and bidding phase services related to a new Municipal Marina Transient Dock Facility; \(Engineering Project No. 16062-119; Oracle Project No. 15358\); rescinding unencumbered appropriations from the following projects in the Marina Capital Projects Fund \(4043\), \\$140,800 from the Marina Facility Improv FY15 Project \(14680\) and \\$50,000 from the Marina Facility Improv FY16 project \(15121\); and approving a supplemental appropriation in the amount of \\$190,800 from the unappropriated balance of the Marina Capital Projects Fund \(4043\) resulting from these rescissions to the Marina Transient Docks Project \(15358\) to provide for the necessary funding for Task Order No. 14-02-LMA/MMP and engineering project management costs.](#)
5. [Confirming the reappointment of two members to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area.](#)

F. New Business

1. [Requesting Federal Agencies Adopt More Community Supportive States to Sell Foreclosed Properties. \(Councilmember Nurse\)](#)
 - (a) Resolution of the City Council of St. Petersburg, Florida requesting Fannie Mae, Freddie Mac and the United States Department of Housing and Urban Development to inform the City Council of the number of delinquent mortgages in St. Petersburg, to meet with City representatives to discuss the potential of selling delinquent mortgages to non-profits for the purpose of foreclosure prevention, and to refrain from selling delinquent mortgages to Wall Street investors until an attempt is made to sell delinquent mortgages to non-profits; and instructing the City Clerk to transmit this resolution to certain entities.
2. [Referring to a Council Workshop continued discussion on the Bike Share Program. \(Councilmember Kennedy\)](#)

G. Council Committee Reports

1. [Budget, Finance & Taxation Committee \(2/11/16\)](#)
 - (a) Resolution of the City of St. Petersburg, Florida, supplementing Resolution No. 2015-400 adopted on September 3, 2015; authorizing the issuance of not to exceed \$50,000,000 in aggregate principal amount of Public Service Tax Revenue Bonds,

Series 2016A for the purpose of financing, refinancing and/or reimbursing the costs of the Pier Project described herein and the issuance of not to exceed \$23,000,000 in aggregate principal amount of Public Service Tax Revenue Bonds, Series 2016B for the purpose of financing, refinancing and/or reimbursing the costs of the Pier Approach Project described herein; authorizing a competitive bid and approving the form of the Official Notice of Sale and Summary Notice of Sale pertaining to such bonds; making certain provisions and delegating certain responsibilities with respect to the notice, bidding and sale of the bonds; approving the form of the preliminary official statement, Disclosure Dissemination Agent Agreement and Registrar and Paying Agent Agreement; authorizing the execution and delivery of a final official statement, Disclosure Dissemination Agent Agreement and Registrar and Paying Agent Agreement; appointing a paying agent and registrar; approving the form of and authorizing the execution and delivery of an Interlocal Agreement between the City and the Community Redevelopment Agency of the City; and providing certain other matters in connection therewith.

2. Public Services & Infrastructure Committee (2/11/16) [DELETED]

3. [Youth Services Committee \(2/11/16\)](#)

(a) Resolution of the City Council of the City of St. Petersburg, Florida in support of the Ready for Life, Inc., a Career Ready Certification Program.

H. Legal

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

Public Hearings

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

1. [Confirming the preliminary assessment for Building Securing Number\(s\) SEC 1208.](#)
2. [Confirming the preliminary assessment for Building Demolition Number\(s\) DMO 434.](#)
3. [Ordinance 215-H approving a Second Amendment to the Development Agreement associated with approximately 18 acres of vacant land generally located on the northeast corner of 9th Avenue North and 66th Street North.](#)
4. [Ordinance 1076-V approving the vacation of one \(1\) three-foot north/south public right-of-way and utility easement at the rear of lots 14, 15, 16 and 17, and two \(2\) three-foot east/west public right-of-way and utility easements at the rear of lots 12, 13, 18, and 19 of Grady Swopes Harris School Subdivision No. 2, Block 1, generally located at 4344 21st Street North. \(City File 15-33000014\)](#)
5. [Ordinance 1077-V approving the vacation of a 20-foot east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South, between 3rd Street South and 4th Street South. \(City File 15-33000023\)](#)

6. [Ordinance 1078-V approving the vacation of a portion of an east/west 10-foot alley, located south of 2931 11th Street North and north of 2921 11th Street North. \(City File 15-33000024\)](#)

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

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

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

7. [Appeal of the Development Review Commission \(DRC\) denial of a Special Exception and related Site Plan to construct a bank drive-thru at 700 Central Avenue. \(City File 15-32000009 Appeal\)](#)

J. Open Forum

K. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
February 18, 2016

1. City Council Convenes as Community Redevelopment Agency.
2. [Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the proposed 7-story, 225,000 square foot research and education building at the southeast corner of 6th Avenue South and 5th Street South consistent with the Bayboro Harbor Redevelopment Plan; and providing an effective date. \(City File BHRP 16-1A\)](#)
3. [Approving the form of and authorizing the execution and delivery of an Interlocal Agreement with the City of St. Petersburg, Florida; and providing for repeal of conflicting resolutions.](#)
4. Adjourn Community Redevelopment Agency.



**Consent Agenda A
February 18, 2016**

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. [Renewing a blanket purchase agreement with Rowland, Inc. for unscheduled utility infrastructure repairs for the Water Resources Department at an estimated annual cost of \\$500,000.](#)
2. [Renewing blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc. and 10 other companies for vehicle and heavy equipment maintenance and repairs at an estimated annual cost of \\$500,000.](#)

(Public Works)

3. [Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement \(“Agreement”\) between the City of St. Petersburg and the Southwest Florida Water Management District that provides \\$2,635,000 in funding for the design and construction of 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements, \(Engineering Project No. 16016-110, Oracle No. 15074\); and all other documents necessary to effectuate the Agreement; and approving a supplemental appropriation in the amount of \\$2,635,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund \(4013\), resulting from these additional revenues, to the 8th Avenue South at 44th Street South Project \(15074\).](#)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B February 18, 2016

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 bid from L7 Construction, Inc. for the Northwest Water Reclamation Facility \(NWWRF\) Clarifier No. 2 Rehabilitation for the Water Resources Department at a total cost of \\$493,697.00.](#)
2. [Approving the purchase of Microsoft Office licenses from SHI Inc. for the Technology Services Department at an annual cost of \\$313,371.99.](#)
3. [Awarding a blanket purchase agreement to Riley Electric, Co., Inc. for installation, repairs and maintenance of city owned street lighting for the Public Works Administration at an estimated annual cost of \\$304,700.](#)
4. [Awarding a three-year blanket purchase agreement to Bright House Networks, LLC for dedicated internet and intranet services for the Libraries at an estimated cost of \\$253,260.](#)
5. [Awarding a three-year blanket purchase agreement to Custom Concepts of St. Petersburg, Inc. for work uniforms at an estimated annual cost of \\$200,000.](#)
6. [Renewing an agreement with Gallagher Benefit Services, Inc. for employee benefits consulting services for the Human Resources Department at an estimated annual cost of \\$95,000.](#)

(City Development)

7. Authorizing the Mayor, or his Designee, to sell one (1) City-owned parcel located north of, and adjacent to, 2201 Tyrone Boulevard North, St. Petersburg, to Tyrone 22 LLC for the sum of \$39,400; to purchase one (1) parcel generally located at the northeast corner of Tyrone Boulevard North and 22nd Avenue North, St. Petersburg, for use as a turn lane from Tyrone 22 LLC for the sum of \$34,700. [MOVED TO REPORTS AS E-3]
8. [Establishing a City policy of choosing not to reserve certain mineral rights in all contracts and deeds for the sale of land executed by the City which is provided for in F.S. 270.11\(1\), for real property located within the city limits of the City of St. Petersburg.](#)

9. [Authorizing the Mayor, or his Designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South within a portion of the City-owned Campbell Park, for a period of thirty-six \(36\) months at an aggregate fee of \\$36.00; and to waive the reserve for replacement requirement. \(Requires affirmative vote of at least six \(6\) members of City Council.\)](#)

(Public Works)

10. Authorizing the Mayor or his designee to execute Task Order No. 14-02-LMA/MMP to the Architect/Engineering agreement between the City of St. Petersburg and Landon, Moree & Associates, Inc., in the amount not to exceed \$168,500 for design and bidding phase services related to a new Municipal Marina Transient Dock Facility; (Engineering Project No. 16062-119; Oracle Project No. 15358); rescinding unencumbered appropriations from the following projects in the Marina Capital Projects Fund (4043), \$140,800 from the Marina Facility Improv FY15 Project (14680) and \$50,000 from the Marina Facility Improv FY16 project (15121); and approving a supplemental appropriation in the amount of \$190,800 from the unappropriated balance of the Marina Capital Projects Fund (4043) resulting from these rescissions to the Marina Transient Docks Project (15358) to provide for the necessary funding for Task Order No. 14-02-LMA/MMP and engineering project management costs. [MOVED TO REPORTS AS E-4]

(Appointments)

11. Confirming the reappointment of two members to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area.

(Miscellaneous)

12. [Authorizing the Mayor or his designee to accept a one year Pinellas County Solid Waste Operations Municipal Reimbursement Grant in the amount of \\$190,929.00 to fund recycling programs, and to execute all document necessary to effectuate this transaction.](#)

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Thursday, February 11, 2016, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, February 11, 2016, 9:15 a.m., Room 100

Youth Services Committee

Thursday, February 11, 2016, 10:30 a.m., Room 100

CRA/Agenda Review and Administrative Update

Thursday, February 11, 2016, 1:30 p.m., Room 100

City Council Meeting

Thursday, February 11, 2016, 3:00 p.m., Council Chamber

City Council Workshop: FY17 Budget Priorities

Thursday, February 18, 2016, 9:00 a.m., Room 100

Energy, Natural Resources & Sustainability Committee

Thursday, February 18, 2016, 1:00 p.m., Room 100

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Civil Service Board

1 Alternate Member
(Term expires 6/30/17)

Nuisance Abatement Board

2 Alternate Members
(Terms expire 8/31/16 and 11/30/16)

City Beautiful Commission

2 Regular Members
(Terms expire 12/31/17 and 12/31/18)

Commission on Aging

1 Regular Member
(Term expires 12/31/17)

**St. Petersburg City Council Agenda Item
Meeting of February 18, 2016**

To: The Honorable Amy Foster, Chair and Members of City Council

Subject: An ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the 1984 Supplemental Police Officer's Retirement System ('Plan') by establishing a defined contribution plan in accordance with FS 185.35.

Action Being Requested: The Plan was created by Ordinance and it is necessary to modify the City Code when changes are implemented. The modifications for which approval is being sought at this time require changes to Division 6; the 1984 Supplemental Police Officer's Retirement System ('Plan').

Summary: Florida Senate bill 172 and Florida House Bill 1309 were signed into law May 21, 2015 and June 11, 2015, respectively. These bills amended Florida Statute 185 relating to Municipal Police Pensions. FS 185.35 requires that if a plan receives premium tax funds in excess of the amount needed to fund minimum benefits (as defined by FS 185) and other retirement benefits in excess of the minimum benefits, fifty percent of such excess premium tax funds must be placed in a defined contribution plan. FS 185.35 requires that a Police Pension Plan must include a defined contribution component regardless of whether or not such component receives any funding.

The statute also provides that collectively bargained plans may deviate from this requirement by mutual consent of the union and the plan sponsor. The PBA and the City agreed in 2007 that any excess premium tax funds received by the Plan would be used to fund the inclusion of up to 300 hours of overtime per year in the pension calculation formula. To date, accumulated excess premium tax funds have been used to fund the inclusion of 120 hours of overtime per year.

The Ordinance adds a defined contribution component to the Plan by adding section 22-288. Funding of the component is not anticipated in the next collective bargaining cycle.

Cost: The most recent actuarial study approved by the Police Pension Board was conducted as of October 1, 2014. The actuary has provided an impact statement indicating there is no expected financial impact on the contributions to the Plan.

Recommendations:

Recommended City Council Action:

Conduct Second Reading and Public Hearing on March 3, 2016

Attachments:

- (1) Proposed Ordinance
- (2) Actuarial Impact Statement

Approvals:

Administration

Date

Budget

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE ST. PETERSBURG CITY CODE RELATING TO THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM BY (1) ADDING SECTION 22-288 ESTABLISHING A DEFINED CONTRIBUTION PLAN IN ACCORDANCE WITH F.S. 183.35; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. That Section 22-288 of the St. Petersburg City Code is added to read as follows:

Sec. 22-288. Special Benefits

Establishment of Defined Contribution Plan – Pursuant to Section 185.35 a Defined Contribution component shall be established as an element of the retirement system and shall exist in conjunction with the defined benefit component that meets minimum benefits and minimum standards. It shall be established consisting of individual member accounts in accordance with the applicable provisions of the Internal Revenue Code and related regulations and are limited to the contributions, if any, made into each member's account and the actual accumulated earnings, net of expenses, earned on the member's account.

Section 2. Language which is ~~struck through~~ indicates deletions, and language which is underlined indicates additions.

Section3. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon 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:

Assistant City Attorney

Date

Administration

Date



Joseph L. Griffin
*Principal, Atlanta Retirement
Practice Leader*

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200 Galleria Parkway SE
Suite 1900
Atlanta, GA 30339

joseph.griffin@xerox.com
tel 770.857.4049
fax 770.933.8336

January 14, 2015

Ms. Vicki Grant
Manager, Benefits; Human Resources
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

**RE: Actuarial Impact Statement for the 1984 Supplemental Police Officers'
Retirement System**

Dear Vicki:

This letter provides the actuarial impact of the proposed ordinance amending Chapter 22 of the St. Petersburg City Code on the City of St. Petersburg Police 1984 Supplemental Police Officers' Retirement System (the "Retirement System"). The proposed ordinance would add Section 22-288 to the Code establishing a defined contribution plan in accordance with F.S. 185.35.

This change will not have an impact on the recommended contributions to the Retirement System.

If you have any questions regarding this impact statement, please do not hesitate to contact me.

Sincerely,

Joseph L. Griffin, ASA, EA, MAAA, FCA

DST_4903752

**St. Petersburg City Council Agenda Item
Meeting of February 18, 2016**

To: The Honorable Amy Foster, Chair and Members of City Council

Subject: An ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System ('Plan') by establishing a defined contribution plan in accordance with FS 175.351.

Action Being Requested: The Plan was created by Ordinance and it is necessary to modify the City Code when changes to the pension plan are implemented. The modifications for which approval is being sought at this time require changes to Division 4; the Supplemental Firefighter's Retirement Plan.

Summary: Florida Senate bill 172 and Florida House Bill 1309 were signed into law May 21, 2015 and June 11, 2015, respectively. These bills amended Florida Statute 175 relating to Firefighter Pensions. FS 175.351 requires that if a plan receives premium tax funds in excess of the amount needed to fund minimum benefits (as defined by FS 175) and other retirement benefits in excess of the minimum benefits, fifty percent of such excess premium tax funds must be placed in a defined contribution plan. FS 175.351 requires that a Firefighter Pension Plan include a defined contribution component regardless of whether or not such component receives any funding.

The statute also provides that collectively bargained plans may deviate from this requirement by mutual consent of the union and the plan sponsor. SPAFF and the City agreed in 2008 that any excess premium tax funds received by the Plan would be used to fund a permanent cost of living increase ('COLA') for members retiring on or after October 1, 2008. To date, the accumulated excess premium tax funds have not been sufficient to fully fund this COLA.

The Ordinance adds a defined contribution component to the Plan by adding section 22-209. Funding is not anticipated in the next collective bargaining cycle.

Cost: The most recent actuarial study approved by the Fire Pension Board was conducted as of October 1, 2014. The actuary has provided an impact statement indicating there is no expected financial impact on the contributions to the Plan.

Recommendations:

Recommended City Council Action:

Conduct Second Reading and Public Hearing on March 3, 2016

Attachments:

- (1) Proposed Ordinance
- (2) Actuarial Impact Statement

Approvals:

Administration

Date

Budget

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM BY (1) ADDING SECTION 22-209 ESTABLISHING A DEFINED CONTRIBUTION PLAN IN ACCORDANCE WITH F.S 175.351; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. That Section 22-209 of the St. Petersburg City Code is added to read as follows:

Sec. 22-209. Special Benefits

Establishment of Defined Contribution Plan – Pursuant to Section 175.351 a Defined Contribution component shall be established as an element of the retirement system and shall exist in conjunction with the defined benefit component that meets minimum benefits and minimum standards. It shall be established consisting of individual member accounts in accordance with the applicable provisions of the Internal Revenue Code and related regulations and are limited to the contributions, if any, made into each member's account and the actual accumulated earnings, net of expenses, earned on the member's account.

Section 2. Language which is ~~struck through~~ indicates deletions, and language which is underlined indicates additions.

Section 3. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon 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:

Assistant City Attorney

Jane Wallace

Date

Administration

Date



Joseph L. Griffin
*Principal, Atlanta Retirement
Practice Leader*

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fax 770.933.8336

January 14, 2015

Ms. Vicki Grant
Manager, Benefits; Human Resources
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Actuarial Impact Statement for the City of St. Petersburg Supplemental Firefighters' Retirement System

Dear Vicki:

This letter provides the actuarial impact of the proposed ordinance amending Chapter 22 of the St. Petersburg City Code on the City of St. Petersburg Supplemental Firefighters' Retirement System (the "Retirement System"). The proposed ordinance would add Section 22-209 establishing a defined contribution plan in accordance with F.S. 175.351.

This change will not have an impact on the recommended contributions to the Retirement System.

If you have any questions regarding this impact statement, please do not hesitate to contact me.

Sincerely,

Joseph L. Griffin, ASA, EA, MAAA, FCA

**St. Petersburg City Council Agenda Item
Meeting of February 18, 2016**

To: The Honorable Amy Foster, Chair and Members of City Council

Subject: An Ordinance amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the Employees Retirement System ('Plan') to add lump sum wage or salary payments to the definition of base pay, adding the exclusion of Fire Cadets employed on or after December 28, 2015 to the definition of employee, adding a provision for membership service in certain circumstances for Fire Cadets and amending the definition of creditable service to allow for creditable service as a Fire Cadet on or after December 28, 2015 in certain circumstances.

Action Being Requested: The Plan was created by Ordinance and it is necessary to modify the City Code when changes are implemented. The modifications for which approval is being sought at this time require changes to Chapter 22, Article 4, Division 3; the Employees' Retirement System.

Summary: A collective bargaining agreement between the City and the Florida Public Services Union (FPSU) and the Service Employees International Union (SEIU) was approved by City Council on December 17, 2015. A provision of the agreement provides for lump sum payments to certain employees in lieu of an increase in their rate of base pay. The collective bargaining agreement provides that these lump sum payments will be considered pensionable under the terms of the Plan. Section 22-162 is amended to include lump sum payments in the definition of Base pay.

Effective December 28, 2015, the City added a new job classification titled Fire Cadet. Fire Cadets are hired as City employees while attending the Fire Academy; Fire Cadets receive pay and are eligible for some group benefits. Upon successful completion of the Fire Academy, a Fire Cadet will become a sworn firefighter and commence membership in the Fire Pension Plan. Since 2003, Police Cadets have been excluded from participation in the Employees Retirement System. Section 22-162 has been amended to exclude Fire Cadets from participation in the Plan.

Cost: The most recent actuarial study approved by the Employees Retirement System Board of Trustees was conducted as of October 1, 2014. The actuary has provided an impact statement indicating there is no expected financial impact on the contributions to the Plan.

Recommendations:

Recommended City Council Action:
Conduct Second Reading and Public Hearing on March 3, 2016

Attachments:

- (1) Proposed Ordinance
- (2) Actuarial Impact Statement

Approvals:

Administration

Date

Budget

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE ST. PETERSBURG CITY CODE RELATING TO RETIREMENT SYSTEMS BY (1) AMENDING SECTION 22-162 BY ADDING A PROVISION FOR LUMP SUM WAGE OR SALARY PAYMENTS TO THE DEFINITION OF BASE PAY, CLARIFYING AND CHANGING THE DEFINITION OF EARNINGS BASE, ADDING THE EXCLUSION OF FIRE CADETS EMPLOYED ON OR AFTER DECEMBER 28, 2015 TO THE DEFINITION OF EMPLOYEE, ADDING A PROVISION PROVIDING FOR SERVICE IN CERTAIN CIRCUMSTANCES FOR FIRE CADETS TO THE DEFINITION OF MEMBERSHIP SERVICE, AND (2) AMENDING SECTION 22-170 BY ADDING A PROVISION FOR ALLOWING CREDITABLE SERVICE ON OR AFTER DECEMBER 28, 2015 AS A FIRE CADET IN CERTAIN CIRCUMSTANCES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. That Section 22-162 of the St. Petersburg City Code is amended to read as follows:

Sec. 22-162. - Definitions.

The definitions set out in section 22-126 and in acts of the legislature of the State which have the effect of modifying the employees' retirement system established in section 22-127 shall be applicable to the supplemental retirement system, except as amended in this division. In addition, the following terms shall have the meanings ascribed to them:

Accrued pension benefit means the pension earned from entry as a member in the retirement system to the date of termination as an active member.

Annuity starting date means the annuity starting date as defined in Section 417 of the Internal Revenue Code.

Base pay means the employee's base hourly rate times his normal basic work schedule plus lump sum wage or salary payments paid to the employee in lieu of pay rate increases. Base pay shall exclude all other pay differentials, bonuses, incentive pay, etc., including overtime.

Death benefit percent for division A and division B members means one percent for each year of creditable service prior to the date of death.

Designated beneficiary means the person (or persons) designated by the member as his or her beneficiary (or beneficiaries) to receive benefits payable upon the death of the member in the manner prescribed by the board for such purposes.

Division A members means members of the retirement system who were members prior to January 1, 1964, and who elected to be covered by social security. All benefits of division A members shall be computed on the basis of the prior retirement system with respect to all years of credited service rendered prior to January 1, 1964, and on the basis of the supplemental retirement system with respect to all years of credited service rendered subsequent to January 1, 1964.

Division B members means members who first became members on or after January 1, 1964, unless prior to that date such members expressed their desire in writing to the board to be members of division C. After the execution date of the contract extending social security coverage, division B members shall be ineligible for division C. All benefits of division B members shall be computed solely on the basis of the supplemental retirement system.

Division C members means members of the retirement system who were members any time prior to January 1, 1964, and who elect not to be covered by social security. The term "division C member" shall also mean any new member after January 1, 1964, who rendered membership service prior to that date unless the member expresses in writing to the board his desire to be a division A member. However, any member of division C shall, upon written request, be transferred from division C to division A under conditions comparable to the applicable dates and procedures whereby other individuals transferred their membership to division A. All benefits of division C members shall be computed solely on the basis of the prior retirement system.

~~Earnings base~~ Average final compensation means ~~the monthly earnable compensation used for the computation of pension benefits shall be~~ the average monthly base pay for the highest five years of membership.

Employee means any paid official or employee of the City in the classified or unclassified service of the City, except employees of the police or fire departments who are eligible to participate in the pension system covering those departments, and except all employees hereafter employed by the City on or after October 1, 2003, in the classification of police cadet, or on or after December 28, 2015, in the classification of fire cadet. In all cases of doubt, the board shall decide who is an employee within the meaning of this division.

Membership service means service rendered since last becoming a member and on account of which contributions have been made as provided in this division, including credit for time spent as a police cadet or fire cadet as permitted under section 22-170(a).

Prior retirement system means sections 22-126 through 22-136, inclusive, and certain acts of the legislature of the State which have had the effect of modifying certain provisions of those sections.

Retirement income percent means the percentage of average final compensation which shall be payable to a retired member as retirement income. Retirement income percent shall be computed for division A and division B members to allow one percent for each year of creditable service subsequent to January 1, 1964, and prior to October 1, 1972, 1½ percent subsequent to October 1, 1972, and prior to March 1, 2000, and two percent subsequent to March 1, 2000. For division A and division B members who retire or vest on or after March 1, 2000, the retirement income percent shall be computed at two percent for service from March 1, 1980 to March 1, 1990. The benefit percentum for division A members with respect to each year of creditable service rendered prior to January 1, 1964, shall mean two percent for each year of creditable service.

Retirement system means the prior retirement system and the supplemental retirement system of the City.

Supplemental retirement system means the employees' retirement system of the City as provided for in this division, as from time to time amended. The supplemental retirement system provides certain rights and benefits for the employees who are members of division A and division B.

Section 2. That Section 22-170 is amended to read as follows:

Sec. 22-170. - Creditable service.

- (a) A member who worked as a police cadet or fire cadet prior to becoming a member, which time served in the classification of police cadet was on or after October 1, 2003, or which time served in the classification of a fire cadet was on or after December 28, 2015, and was during continuous City employment, may request to the Board and be granted upon the payment of the appropriate employee contributions plus interest as determined by the Board, creditable service for time spent as a police cadet or fire cadet. In cases where the police cadet service which occurred on or after October 1, 2003, or the fire cadet service which occurred on or after December 28, 2015, was not continuous City employment, no creditable service can be purchased for time served in the police cadet or fire cadet classification.
- (b) Effective March 1, 2000, should a member cease to be an employee by death without having completed 20 years of creditable service, but has completed more than 19 years and 274 days of creditable service, the Board may credit up to 90 days of the employee's City service time during which the member was a full time employee and was not a member of any City retirement system, to the member's creditable service for the purpose of determining beneficiary benefits as provided in section 22-165(d).

Section 3. Language which is ~~struck through~~ indicates deletions, and language which is underlined indicates additions.

Section 4. Effective Date. 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 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:

Assistant City Attorney

Jane Wallace

Date

Administration

Date



Joseph L. Griffin
Principal, Atlanta Retirement
Practice Leader

Buck Consultants, LLC
200 Galleria Parkway SE
Suite 1900
Atlanta, GA 30339

joseph.griffin@xerox.com
tel 770.857.4049
fax 770.933.8336

January 14, 2015

Ms. Vicki Grant
Manager, Benefits; Human Resources
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Actuarial Impact Statement for the City of St. Petersburg Employees' Retirement System

Dear Vicki:

This letter provides the actuarial impact of the proposed ordinance amending Chapter 22 of the St. Petersburg City Code on the City of St. Petersburg Employees' Retirement System (the "Retirement System"). The proposed ordinance would amend sections 22-162 and 22-170 of the Code. More specifically, the following sections have been amended:

- Section 22-162 is amended to:
 - Change the definition of "base pay" to include lump sum wage or salary payments paid to an employee in lieu of pay rate increase
 - Clarify and change the definition of "earnings base" to "average final compensation"
 - Exclude fire cadets employed on or after January 4, 2016 from the definition of "employee"
 - Change the definition of "membership service" to include certain time spent as a fire cadet
- Section 22-170 is amended to add a provision for allowing "creditable service" on or after January 4, 2016 as a fire cadet in certain circumstances.

These changes will not have an impact on the recommended contributions to the Retirement System.

If you have any questions regarding this impact statement, please do not hesitate to contact me.

Sincerely,

Joseph L. Griffin, ASA, EA, MAAA, FCA

**St. Petersburg City Council Agenda Item
Meeting of February 18, 2016**

To: The Honorable Amy Foster, Chair and Members of City Council

Subject: An Ordinance amending Article 3, Chapter 22 of the St. Petersburg City Code relating to the Defined Contribution Plan ('401a Plan') to exclude Police and Fire Cadets from the definition of eligible employees.

Action Being Requested: The Plan was created by Ordinance and it is necessary to modify the City Code when changes to the plan are implemented. The modifications for which approval is being sought at this time require changes to Chapter 22, Article 3, Section 22-281; the 401a Plan.

Summary: The Plan provides that elected legislated officials, eligible administrative management employees, former eligible administrative management employees and all other eligible employees in the classified or unclassified service of the City may participate in the Plan unless such participation is contrary to any collective bargaining agreement.

The City employs Police Cadets and Fire Cadets. Employees in these classifications receive pay while attending the Police or Fire Academy and are eligible for some group benefits. Upon successful completion of the Academy the Cadet will become a sworn Police Officer or Firefighter and commence membership in the Police or Fire Pension Plan.

The proposed ordinance clarifies that employees classified as Police or Fire Cadet are not eligible to participate in the 401a Plan.

Cost: There is no expected financial impact on the contributions to the 401a Plan.

Recommendations:

Recommended City Council Action:
Conduct Second Reading and Public Hearing on March 3, 2016

Attachments:
(1) Proposed Ordinance

Approvals:

Administration

Date

Budget

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE 3, ST. PETERSBURG CITY CODE, RELATING TO THE DEFINED CONTRIBUTION PLAN (“401(a) PLAN”); AMENDING SAID PLAN TO EXCLUDE POLICE AND FIRE CADETS FROM COVERAGE UNDER THE DEFINED CONTRIBUTION PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. That Section 22-81(a) of the St. Petersburg City Code relating to the Defined Contribution Plan is hereby amended as follows:

Section 22-81. – Defined contribution plan.

- (a) The City does determine to provide a defined contribution plan for eligible elected legislative officials, except as otherwise provided in the plan document, eligible administrative management employees, former eligible administrative management employees and all other eligible employees of the City in the classified or unclassified service of the City, excluding police cadets effective October 22, 2009, and fire cadets effective December 28, 2015, unless such participation is contrary to any collective bargaining agreement. This plan shall be called the City of St. Petersburg 401(a) plan (401(a) plan).

Section 2. Language which is ~~stricken~~ indicates deletions, and language which is underlined indicates additions.

Section 3. If any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 4. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City

Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to content by:
Sugarman and Susskind, P.A. (outside counsel)
Approved as to form by:

Assistant City Attorney
Jane Wallace

Administration

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to sell one (1) City-owned parcel located north of, and adjacent to, 2201 Tyrone Boulevard North, St. Petersburg, to Tyrone 22 LLC for the sum of \$39,400; to purchase one (1) parcel generally located at the northeast corner of Tyrone Boulevard North and 22nd Avenue North, St. Petersburg, for use as a future turn lane from Tyrone 22 LLC for the sum of \$34,700; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management ("REPM") received a request from Dr. Frederick S. Freed, the owner of 2201 Tyrone Boulevard North ("Freed Property"), to purchase the City-owned property adjacent to, and north of, the Freed Property to be used as parking in the proposed redevelopment of the Freed Property. The subject property is triangularly-shaped and generally bordered by Tyrone Middle School to the north, 22nd Avenue North to the east, the Freed Property to the south, and Tyrone Boulevard North to the west ("City Property"). Dr. Freed stated that the Freed Property was under contract for sale to Tyrone 22 LLC ("Tyrone 22") and that Tyrone 22 was authorized to enter into an agreement with the City of St. Petersburg to purchase the City Property.

In response to Dr. Freed's request, the City Property was subsequently declared surplus real estate after appropriate City Departments were queried. As a condition of the sale of the City Property, Transportation & Parking Management requested that REPM negotiate the purchase of a portion of the Freed Property along 22nd Avenue North to be used as a future turn lane ("Turn Lane Property") due to the fact that a portion of the City Property was originally acquired to be used as street right-of-way, but subsequent area development eliminated the need for that use. Acquiring the Turn Lane Property will also provide the safety improvement of better intersection sight lines as soon as the current building is demolished.

Subsequently, REPM negotiated two (2) agreements: one for the disposition of the City Property ("City Property Agreement") and one for the acquisition of the Turn Lane Property ("Turn Lane Property Agreement").

The valuation of the City Property and the Turn Lane Property was determined by an appraisal performed on February 16, 2015 by John S. Menard, MAI, Certified General Appraiser, Valbridge Property Advisors | Entreen Associates, Inc. Mr. Menard stated that in his opinion the estimated market value of the City Property to be \$39,400 and the estimated market value of the Turn Lane Property to be \$34,700.

CB-7

The City Property Agreement provides a sixty (60) day due diligence period for Tyrone 22 to inspect the City Property; provides that Tyrone 22 pay all closing costs including, but not limited to, document stamps, title commitment, title insurance expenses, and deed recording fees; and provides for a closing not more than ninety (90) days after the due diligence period expires. The City Property Agreement also provides that the following conditions be met by Tyrone 22:

- Complete all conditions of the Special Exception Case No. 14-32000001.
- Obtain FDOT approval for building construction adjacent to the box culvert and parking over the box culvert located on the City Property.
- Obtain drainage plan approvals from the School Board, the City and FDOT for surface flows (offsite runoff from school) conveyance to the FDOT box culvert, and compensation volume for surface swales and onsite stormwater quality treatment from the City and Southwest Florida Water Management District.
- Dedicate to FDOT a drainage easement, in form and content approved by FDOT over the City Property.
- Dedicate a public utility easement over the entire City Property for public use only.

The City Property's legal description is as follows:

A portion of FARM 57, PINELLAS FARMS, as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Pinellas County, Florida, TOGETHER with a portion of the 15 foot right-of-way shown on said plat of PINELLAS FARMS, lying South of said FARM 57, ALL in Section 8, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Block 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Public Records of Pinellas County, Florida, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.47°45'00"W., 22.23 feet along said Northeasterly right-of-way line to the South boundary line of said FARM 57, said line also being the North line of said 15 foot right-of-way; thence N.89°49'00"E., 74.13 feet along said North and South boundary line; thence N.47°45'00"W., 78.56 feet; thence N.89°53'02"E., 258.94 feet to the Westerly boundary line of the Easterly 51.10 feet of said FARM 57; thence S.00°36'31"E., 26.33 feet along said Westerly boundary line; thence S.41°32'13"W., 55.43 feet to a point on the South right-of-way line of said 15 foot right-of-way, said line also being the North line of said Block 1, GARDEN MANOR - SECTION ONE, said line also being on the South line of said Section 8; thence S.89°49'00"W., 222.00 feet along said line, to the POINT OF BEGINNING.

Containing 0.35 acres, more or less.

The Turn Lane Agreement provides the City a sixty (60) day due diligence period to inspect the Turn Lane Property; provides that Tyrone 22 pay all closing costs including, but not limited to, document stamps, title commitment, title insurance expenses, and deed recording fees; and provides for a closing not more than ninety (90) days after the due diligence period expires.

The Turn Lane Property's legal description is as follows:

A portion of BLOCK 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Pubic Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said BLOCK 1, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence S.47°45'00"E., 135.70 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING; thence N.89°53'02"E., 36.26 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 49.24 feet; thence Northeasterly, 9.37 feet along said curve through a central angle of 10°53'54" (chord bears N.48°31'33"E., 9.35 feet); thence N.43°04'36"E., 81.01 feet; thence N.40°53'25"E., 35.07 feet to the Northerly boundary line of said BLOCK 1; thence N.89°49'00"E. 15.82 feet along said Northerly boundary line to the Northwesterly right-of-way line of 22ND AVENUE NORTH; thence S.43°04'23"W., 152.79 feet along said Northwesterly right-of-way line; thence S.87°15'00"W., 10.88 feet lo said Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.47°45'00"W., 29.94 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING.

Both agreements have been executed by Tyrone 22 and are subject to City Council approval.

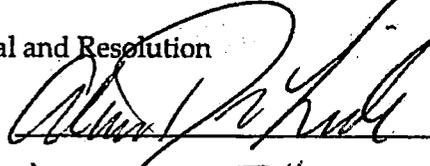
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to sell one (1) City-owned parcel, located north of, and adjacent to, 2201 Tyrone Boulevard North, St. Petersburg, to Tyrone 22 LLC for the sum of \$39,400; to purchase one (1) parcel generally located at the northeast corner of Tyrone Boulevard North and 22nd Avenue North, St. Petersburg, for use as a future turn lane from Tyrone 22 LLC for the sum of \$34,700; and to execute all documents necessary to effectuate same; and approving a supplemental appropriation of \$34,700 from the unappropriated balance of the General Fund (0001) to the Transportation and Parking Management Department (2811797); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Resources will be available after a supplemental appropriation in the amount of \$34,700 from the unappropriated balance of General Fund (0001) to the Transportation & Parking Management Department (2811797). This General Fund expense will be offset by the anticipated increase in General Fund revenues in the amount of \$39,400 to be received from the sale of an adjacent parcel. Once both transactions are closed it is estimated that there will be no net impact to the General Fund.

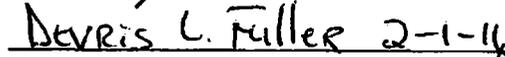
ATTACHMENTS: Illustration, Appraisal and Resolution

APPROVALS:

Administration:

 ERM 1-29-16
86

Budget:

 DEVRIS L. FULLER 2-1-16

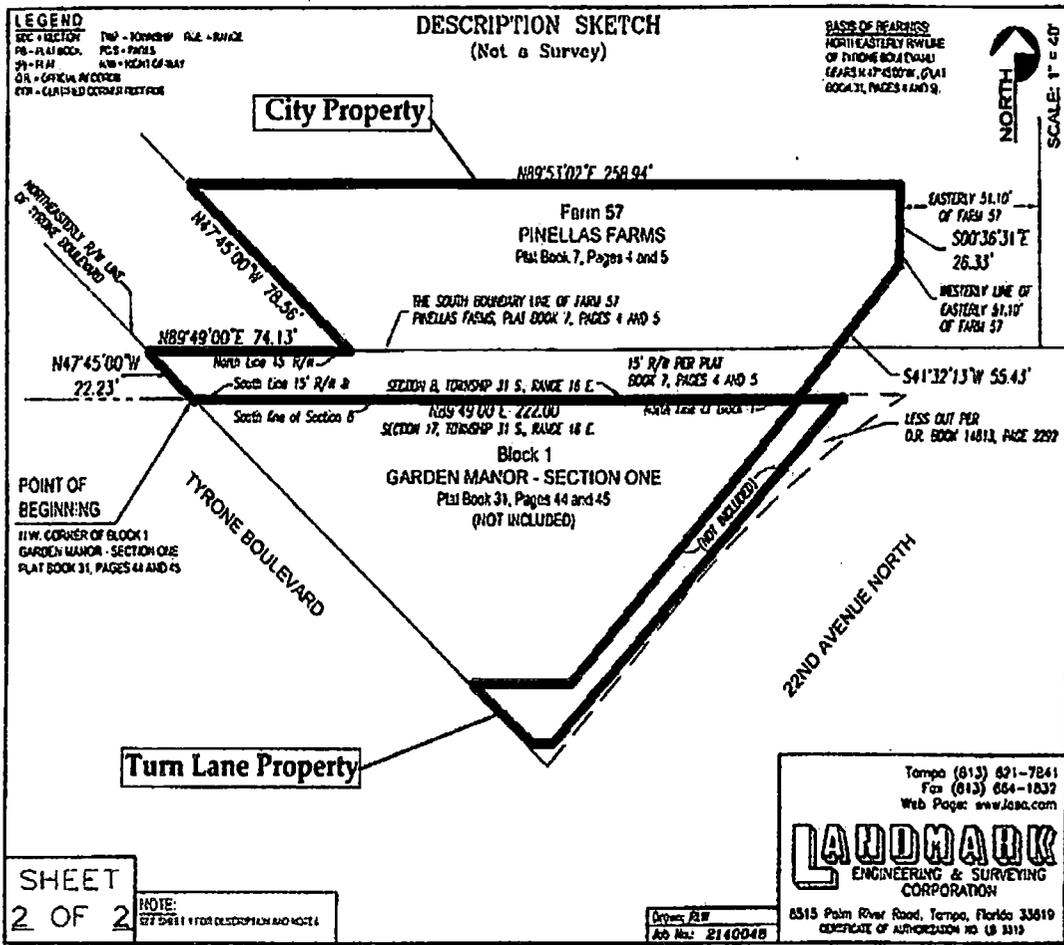
Legal:



(As to consistency w/attached legal documents)

Legal: 00257582.doc

ILLUSTRATION



P:\Surveying\214004B\214004B.dwg, Tyrone Commercial Farm 57 - 15 row.dwg, 12/15/2015 4:28:20 PM



Valbridge
PROPERTY ADVISORS

APPRAISAL REPORT
TWO SITES LOCATED AT THE NEQ OF
TYRONE BOULEVARD AND 22ND AVENUE NORTH
ST. PETERSBURG, FLORIDA

Prepared For:

Tyrone 22 LLC
c/o Blue Current Development LLC
827 Lowcountry Boulevard
Suite 201
Mount Pleasant, South Carolina 29564

Prepared By:

Valbridge Property Advisors |
Entreken Associates, Inc.

Date of Valuation:

February 16, 2015



Valbridge
PROPERTY ADVISORS

Entreken Associates, Inc.

1100 16th Street N
St Petersburg, FL 33705
727-894-1800 phone
727 894-0916 fax
valbridge.com

February 25, 2015

Tyrone 22 LLC
c/o Blue Current Development LLC
825 Lowcountry Boulevard
Suite 204
Mount Pleasant, South Carolina 29464

ATT: Mr. C. Donovan Smith

RE: Appraisal of Two Sites for Possible Land Swap
Northeast Quadrant of Tyrone Boulevard & 22nd Avenue North
St. Petersburg, Pinellas County, Florida 33710

Dear Mr. Smith:

In response to your request, I have prepared the following appraisals to develop an opinion of value for two sites as captioned above and legally described within the attached report. The date of value is February 16, 2015 which is the most recent date I inspected the properties.

In making these appraisals, I have relied upon a copy of a survey prepared by Scott R. Fowler of Landmark Engineering & Surveying Corporation job number 2140048 dated January 12, 2015 together with a copy of a title commitment # 20140394 from Stewart Title and several sketches and exhibits provided by you. (contained in this report). Additional information has been obtained from Pinellas County Public Records, the Pinellas County Property Appraiser's office, Pinellas County and City of St. Petersburg Governmental offices, and my on-site inspection.

My valuations are subject to Extraordinary Assumptions and Hypothetical Conditions as well as General Assumptions and Limiting Conditions contained within this report. Thank you for the opportunity to be of assistance. If you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

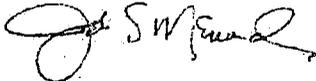
John S. Menard, MAI
Cert Gen RZ133

15-0329

CERTIFICATION

The undersigned does hereby certify that, except as otherwise stated in this appraisal:

1. This appraisal report is of two separate tracts of land. The first is a 1,930 square foot portion of 2201 Tyrone Boulevard North fronting along 22nd Avenue North, Pinellas County, St Petersburg, FL. The second is a 14,288 square foot site located along the northwest side of 22nd Avenue North immediately north of and adjacent to 2201 Tyrone Boulevard North, St. Petersburg, Pinellas County, Florida. This appraisal sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
2. I certify that, to the best of my knowledge and belief, the statements of fact contained in these appraisals are true and correct.
3. I have no present or prospective interest in the properties that are the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have not performed appraisal services related to the subject properties.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions or conclusions that were developed.
6. My analyses, opinions or conclusions were developed and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. The subject properties and surrounding neighborhood were inspected on February 16, 2015. I have also made an inspection of the comparable sales relied upon in making these appraisals.
8. No one provided significant professional assistance to the person signing this appraisal. Mr. Menard personally inspected the subject property on February 16, 2015. No one accompanied him on the inspection.
9. I understand that these appraisals are intended for use by the Tyrone 22, LLC and the City of St. Petersburg to assist in negotiations to swap the first site with the second site.
10. The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
11. I have no bias with respect to the properties that are the subject of this report.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Florida Real Estate Appraisal Board relating to review by their duly authorized representatives. As of the date of this report, I am a state certified general real estate appraiser, Certificate No. RZ133, and this appraisal meets state certification requirements.



John S. Menard, MAI
Cert Gen RZ133

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

Extraordinary Assumptions

According to the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) published by The Appraisal Foundation, an Extraordinary Assumption is defined as follows: "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions". Extraordinary assumptions presume as fact otherwise about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

- o An Extraordinary Assumptions has been made to the valuation of the first site that it is vacant land.

Hypothetical Conditions

According to the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) published by The Appraisal Foundation, a Hypothetical Condition is defined as follows: "a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis". Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

- o A Hypothetical Condition has been made to the valuation of the first site (currently owned by Crosswinds Properties LLC) that the existing 25 foot platted easement has been replaced by a drainage easement for an existing box culvert encumbering an estimated 1,515 square feet of the overall ownership (219 square feet of the portion of the site to be swapped for the second site).
- o A Hypothetical Condition has been made to the valuation of the second site that the existing 15 foot platted right of way has been vacated. In addition the City of St. Petersburg's various existing easements for drainage, streets and utilities will be replaced by a drainage easement for an existing box culvert encumbering an estimated 6,147 square feet of the overall ownership. The School Board of Pinellas County would release any reversionary interest in the second site (currently owned by the City of St. Petersburg).

QUALIFYING AND LIMITING CONDITIONS

These appraisals are subject to the following limiting conditions:

1. The legal descriptions as furnished to us are assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisals will value the property as though free of contamination. Valbridge Property Advisors | Entreken Associates, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Entreken Associates, Inc. is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Entreen Associates, Inc. and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but no third-parties not listed as an intended user on the face of the appraisal or the engagement letter may rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Entreen Associates, Inc.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
20. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.
21. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or

organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

22. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
23. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
24. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
25. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
26. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
27. You and Valbridge Property Advisors | Entreken Associates, Inc. both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Entreken Associates, Inc. and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Entreken Associates, Inc. or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by Valbridge Property Advisors | Entreken Associates, Inc. for this assignment, and under no circumstances shall any claim for consequential damages be made.
28. Valbridge Property Advisors | Entreken Associates, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the

face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Entreken Associates, Inc. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Entreken Associates, Inc. and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Entreken Associates, Inc. harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Entreken Associates, Inc. in such action, regardless of its outcome.

29. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Entreken Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
30. If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
31. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
32. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

TABLE OF CONTENTS

INTRODUCTION

Letter of Transmittal.....	1
Certification.....	2
Extraordinary Assumptions and Hypothetical Conditions	3
Qualifying and Limiting Conditions.....	4
Table of Contents.....	8
Summary of Important Data and Conclusions - SITE ONE.....	9
Summary of Important Data and Conclusions - SITE TWO.....	10

PREMISES OF APPRAISAL

Purpose of the Appraisal, Intended Use and Users.....	12
Scope of Work.....	12
Property Inspection.....	13
Marketability	13
Marketing Time.....	13
Exposure Time.....	14
Property Rights Appraised	14
Definition of Value.....	14
Appraisal Type and Format.....	14
Competency Provision.....	15

PRESENTATION OF DATA

Neighborhood Analysis and Subject Location Maps.....	16
Subject Properties Description	19
Legal Description	20
Real Estate Assessment and Tax Data.....	21
Sales History.....	21
Sketches & Survey Exhibits - Site One & Site Two.....	22
Description of the Subject Properties.....	23
Subject Photographs	26

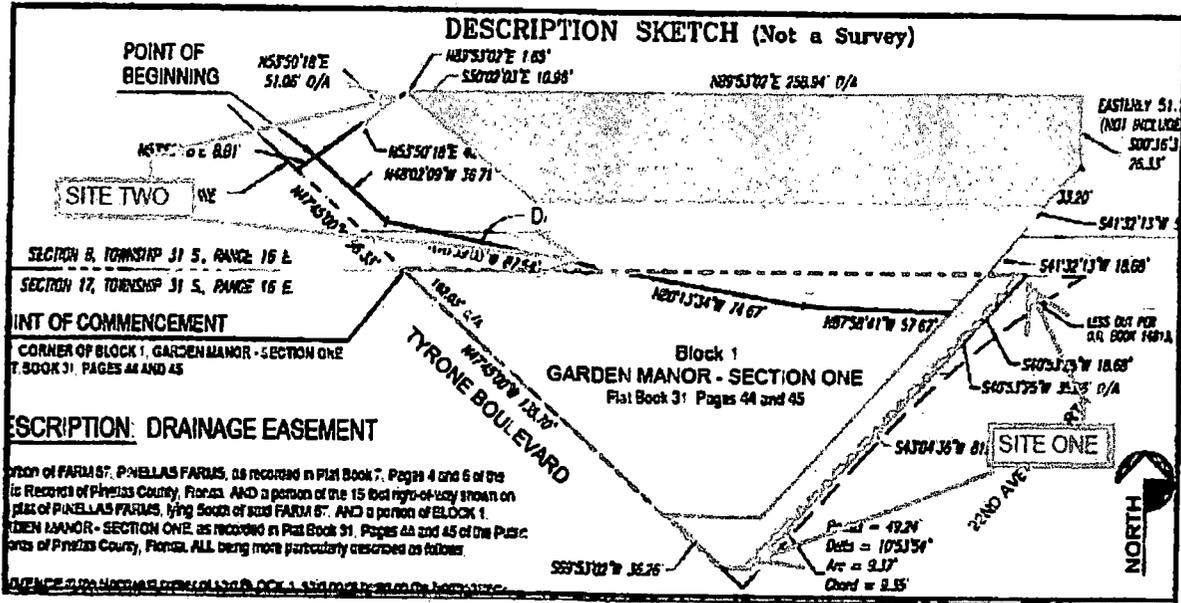
ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use	28
Method of Valuation.....	30
Estimate of Value.....	30
Summary Grid of Comparable Land Sales and Sales Location Map - Site One.....	31
Summary Grid of Comparable Land Sales and Sales Location Map - Site Two.....	33
Drainage Easement.....	35
Subject Properties Value Conclusions.....	37

ADDENDA

- Exhibit A: Scott R. Fowler Survey
- Exhibit B: Qualifications of the Appraisers

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS



SITE ONE

SUBJECT PROPERTY Eastern portion (highlighted in green) of the Crosswinds Properties LLC ownership (outlined with red dashed line).

PROPERTY OWNER NAME AND ADDRESS Crosswind Properties LLC
2201 Tyrone Boulevard North
St. Petersburg, Florida 33710-4025

PROPERTY LOCATION The subject property (Site One) is located on the northwest side of 22nd Avenue North at the intersection with Tyrone Boulevard North (State Road 595, US Highway Alt 19), within the city limits of St. Petersburg, Pinellas County, Florida. Site One is a portion of an overall ownership located on the north side of the intersection of 22nd Avenue North and Tyrone Boulevard North with a street address of 2201 Tyrone Boulevard North.

GENERAL DESCRIPTION The subject of this appraisal is a strip of land (assumed vacant) with 152.79 lineal feet of frontage along the northwest side of 22nd Avenue North.

LAND SIZE	1,930 square feet
ZONING/LAND USE (FLU)	CCS-1, Corridor Commercial Suburban (zoning) with future land use (FLU) designation of Planned Redevelopment – Mixed Use, by the City of St. Petersburg.
DATE OF VALUATION	February 16, 2015
DATE OF THE APPRAISAL	February 25, 2015
EXTRAORDINARY ASSUMPTIONS	See Page 3.
HYPOTHETICAL CONDITIONS	See Page 3.
MARKET VALUE ESTIMATE	\$34,700

SITE TWO

SUBJECT PROPERTY	A trapezoid shaped tract (highlighted in orange and yellow) owned by the City of St. Petersburg and partially utilized for drainage purposes.
PROPERTY OWNER NAME AND ADDRESS	City of St. Petersburg Real Estate and Property Management P.O. Box 2842 St. Petersburg, Florida 33731-2842
PROPERTY LOCATION	The subject property (Site Two) is located on the northwest side of 22 nd Avenue North, approximately 153 feet north of Tyrone Boulevard North and immediately south of Tyrone Middle School within the city limits of St. Petersburg, Pinellas County, Florida.

GENERAL DESCRIPTION

The subject of this appraisal is a trapezoid shape tract of land with 55.43 lineal feet of frontage along the northwest side of 22nd Avenue North.

LAND SIZE

14,288 square feet

ZONING/LAND USE (FLU)

NS-1, Neighborhood Suburban Single-Family (zoning) with future land use (FLU) designation of Public-Semi Public - right-of-way, by the City of St. Petersburg.

DATE OF VALUATION

February 16, 2015

DATE OF THE APPRAISAL

February 25, 2015

EXTRAORDINARY ASSUMPTIONS

See Page 3.

HYPOTHETICAL CONDITIONS

See Page 3.

MARKET VALUE ESTIMATE

\$39,400



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Land Swap Tyrone Blvd and 22nd Ave N

PREMISES OF APPRAISAL

PURPOSE, INTENDED USE AND INTENDED USER

The purpose of this appraisal is to develop and report an opinion of the current market value of two separate tracts of land as of February 16, 2015, assumed vacant. The first (Site One) is identified as Parcel 1 – Tract B (See Green Shaded Area of sketch) on a boundary survey prepared by Scott R. Fowler of Landmark Engineering & Surveying Corporation dated January 12, 2015 and identified under Landmark ID #2140048 (found in the addenda). The second (Site Two) is identified as Parcel 2, Tracts A & B (See Yellow and Orange Shaded Area in sketch). These parcels are identified on the same survey. These appraisals are intended for use by the Crosswinds Properties LLC/Tyrone 22, LLC and the City of St. Petersburg to assist in negotiations to swap Site One for Site Two. Use of these appraisals by others and/or for any other purposes is not intended by the appraiser.

SCOPE OF WORK

The scope of these appraisals is to collect, analyze and report data in a manner to support a credible and reliable opinion of value for the subject properties. Research was conducted from February 12, 2015 until the completion of this report on February 25, 2015. The subject properties and subject neighborhood were inspected on February 16, 2015. My research over this period has provided adequate data to provide a credible and reliable opinion of value for the subject property.

In making these appraisals, I have relied upon a several sketches and legal descriptions prepared by Scott R. Fowler, Florida Registered Land Surveyor #5185 of Landmark Engineering & Surveying Corporation Job # 2140048. Several of the exhibits utilized within this report are from Mr. Fowler's sketches. A copy of an ALTA land title survey can be found in the addenda of this report. I have also relied upon a copy of a Stewart Title Commitment file #20140394 dated September 8, 2014 for information regarding existing and proposed encumbrances on both sites and shown on the survey previously discussed. Additional information has been obtained from Pinellas County Public Records, the Pinellas County Property Appraiser's office, City of St. Petersburg Governmental offices, and my on-site inspection. No environmental audit has been provided or reviewed. I have specifically assumed that there are no detrimental environmental conditions on the sites that would have a negative impact on utility, marketability, or value. In making these appraisals, I have assumed (see Hypothetical Conditions on page 3) the properties are only encumbered with a proposed drainage easement (to be discussed further within this report). My valuation is of the encumbered fee simple interest in each of the subject properties.

My valuation is based upon the Highest and Best Use Analysis, as discussed later in this report. The Valuation Methodology used for the subject properties considers only one of the three traditional approaches. In valuing land, typically, the Cost and Income Approaches are precluded and only the Sales Comparison Approach is utilized. Land sales were researched up to three years in the immediate market area and similar competing areas. Information was obtained and confirmed using Costar, LoopNet, MLXchange and Earthplat websites (private research services), Public Records of Pinellas County, visual inspection, market survey and/or oral confirmation with a party involved in the transaction. All of the sales used in my analysis have been inspected from adjoining right-of-ways. The data has been analyzed to interpret market trends and expectations of market participants and apply the information to the subject property to arrive at a valid, reasonable and supported value conclusion. Sufficient data was available to provide a reasonable value conclusion for each site.

My analysis and opinions have been presented in this narrative appraisal report. These appraisals present sufficient and detailed information to enable the client and other intended users, as specified, to fully understand the subject properties and valuation analysis. This appraisal was prepared in conformance with USPAP which became effective January 1, 2014.

PROPERTY INSPECTION

The subject properties were inspected on February 16, 2015 by John S. Menard, MAI. No one else attended the inspection.

MARKETABILITY

Site One (green shaded area) for marketability purposes would be considered part of the overall ownership which comprises 13,869 square feet (0.318 acres). Location is considered good with good visibility on Tyrone Boulevard and 22nd Avenue North. Physically, the site is triangular in shape with over 150 feet of frontage on both Tyrone Boulevard and 22nd Avenue North. The site has commercial zoning with a mixed use future land use. Traffic counts are 12,900 along 22nd Avenue North, 33,000 along Tyrone Boulevard west of the site and 19,200 east of the site. Marketability for commercial use is considered good to very good assuming reasonable asking price and open negotiations. Site Two (orange & yellow shaded area) comprises 14,288 square feet (0.328 acres). Location is between a public middle school (Tyrone Middle School) and the overall ownership of Site One. The site has residential zoning that permits single family and institutional uses. Marketability for residential use would be limited.

MARKETING TIME

The probable time frame required to successfully sell a particular property depends on a number of factors. In projecting a marketing time, major influences are:

- Location;
- Property type;
- Asking price;
- Type and extent of marketing effort;
- Economic conditions throughout the marketing period; and
- Motivations of seller and buyer.

Site One (green shaded area) as part of the overall ownership (red dashed line) has good appeal for commercial development. Marketability of the site is considered better than average given reasonable marketing time and reasonable price. Based on discussions with market participants, marketing time is estimated to be 6 to 12 months. Site One would include the balance of the ownership in the marketing time. Site Two (orange & yellow shaded area) would be considered limited to either an expansion of the Tyrone Middle School property or use as additional parking (a special exception use under the code) to the property to the south. Independent development would require a waiver of the minimum lot width of 75 feet (Site Two has a width of 65 feet.). The marketing time for independent development would be 12 months or more. This summary appraisal does not imply that this value will be necessarily constant over the projected marketing period.

EXPOSURE TIME

Marketing time is a concept which is a projection forward from the date of the appraisal. Exposure time is the time the property is anticipated to have been exposed to the market preceding the date of value. In these cases, no differential is estimated between marketing and exposure times.

PROPERTY RIGHTS APPRAISED

Based upon the Stewart Title Commitment previously mentioned, the subject properties are to be encumbered with a drainage easement. In this appraisal I have developed an opinion of value of the unencumbered, fee simple interest and made adjustments to recognize the encumbrances. The definition of fee simple is as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." (The Dictionary of Real Estate Appraisal, 5th Edition)

Encumbrance is defined as "an interest or right in real estate that may decrease or increase the value of the fee estate but does not prevent its conveyance by the owner. An encumbrance effects a permanent reduction in an owner's property rights,...easements, and reservations are encumbrances". (The Dictionary of Real Estate Appraisal, 5th Edition.)

DEFINITION OF MARKET VALUE

According to the Dictionary of Real Estate Appraisal, 5th Edition, as published by the Appraisal Institute, the definition of market value is as follows:

"The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress". This value definition is considered consistent with the definition described in the Uniform Standards of Professional Appraisal Practice.

TYPE OF APPRAISAL AND APPRAISAL FORMAT

Self-Contained, Summary and Restricted-Use reporting options are no longer recognized in the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP). In the new edition of USPAP, the report options are labeled as either an Appraisal Report or a Restricted Appraisal Report. This Appraisal Report is intended to comply with USPAP's previous reporting requirements for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file.



COMPETENCY PROVISION

The Competency Rule of the Uniform Standards of Professional Appraisal Practice (USPAP) requires an appraiser to identify the problem to be addressed and have the knowledge and experience to complete the assignment competently, or disclose the lack of knowledge and take all steps necessary to complete the assignment competently. The appraiser signing this appraisal has considerable experience in the valuation of encumbered fee simple interests of commercial and residential real property throughout the Tampa Bay market (including St. Petersburg) and is competent to render an opinion of market value.



PRESENTATION OF DATA



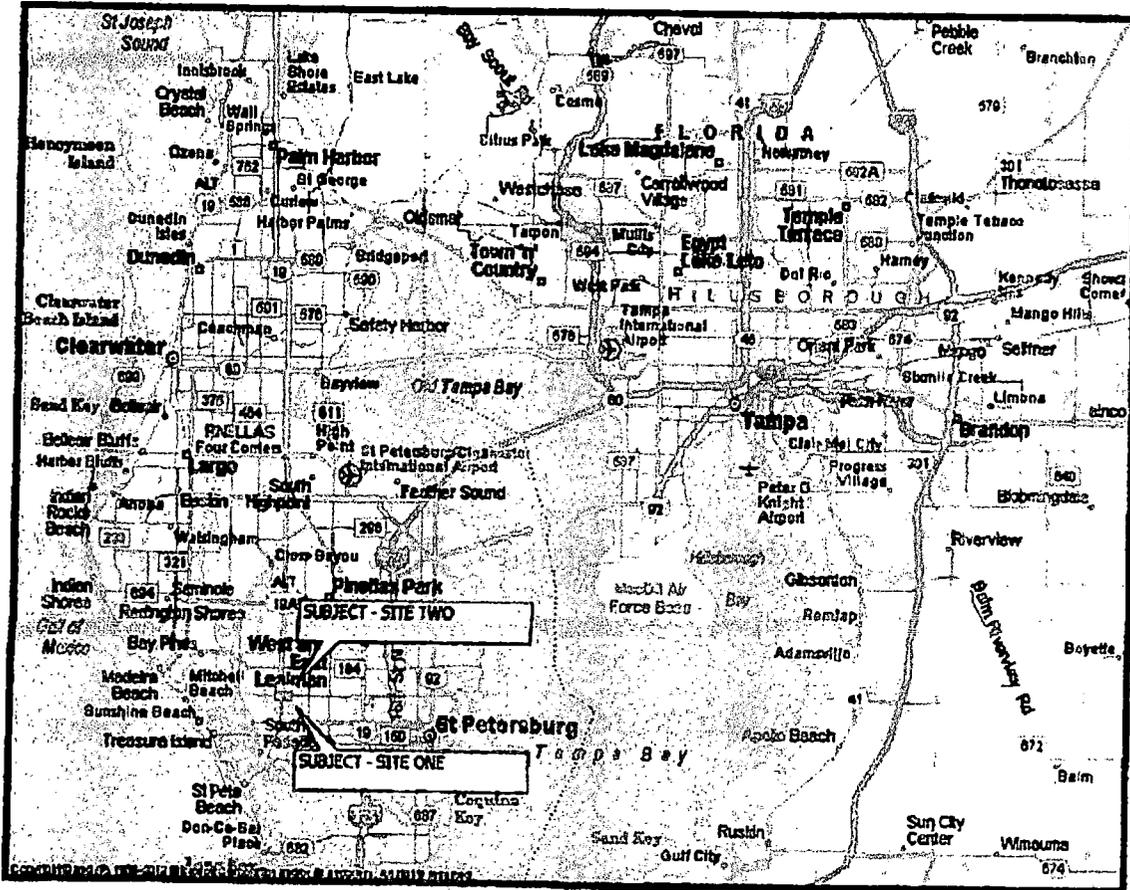
Land Swap Tyrone Blvd and 22nd Ave 11

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NEIGHBORHOOD ANALYSIS

AREA MAP



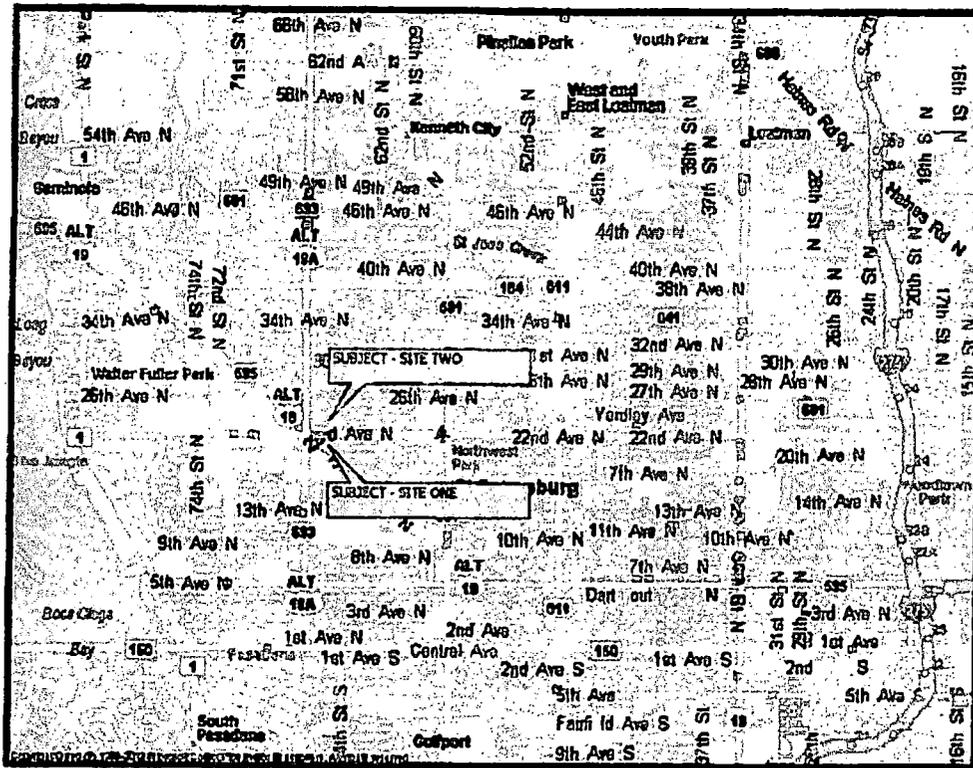
The subject properties are located in the northwest quadrant of Tyrone Boulevard and 22nd Avenue North within the City limits of St. Petersburg, Pinellas County, Florida. This neighborhood is generally referred to as the Tyrone Area. Traffic counts along Tyrone Boulevard, southeast of 22nd Avenue North are 19,200 vehicles per day and 33,000 northwest of 22nd Avenue North. Traffic counts along 22nd Avenue North east of Tyrone Boulevard are 12,900 vehicles per day. Tyrone Boulevard is considered a commercial corridor, with commercial and office improvements of varying magnitudes located along this corridor with supporting residential located within the interior neighborhoods. Major retail within the immediate area is summarized below:

- Tyrone Square Mall anchored by Macy's and Dillard's (a new 10 screen movie theatre is under construction along the west side of the mall site). Total retail area 1,095,000 square feet.
- The Shoppes at The Royale, which opened in March 2009, was built by Porter Development at an estimated cost of \$70 million. A 13-acre project, located on 66th Street between 13th and 18th Avenue, is comprised of 91,000 SF of retail space in several stand alone structures. The Shoppes is anchored by a Publix located above a parking structure on the ground floor.

- Tyrone Corners retail center located at 2500 66th St. N. has completed redevelopment. The 68,745-square-foot structure has Jo-Ann Fabric and Home Goods as tenants. A new, 10,000-square-foot retail building has been established on the lot occupied by Panera Bread that consists of Keva Juice, AT&T, and a new stand-alone Chick Fil-A drive-thru restaurant is now open on an outparcel of the Tyrone Corners lot.
- Crossroads Shopping Center has undergone a complete reconstruction. Located across from Tyrone Square Mall, Crossroads added a 129,000-square-foot Home Depot and a TGI Fridays. Other retailers include Ross, Toys-R-Us, Pier One, Tsunami Japanese Steak House, and Office Depot. The project ranked as the 9th largest for-profit construction project in the seven-county area and won Best Deal with Developed Real Estate Retail, awarded by the Tampa Bay Business Journal.

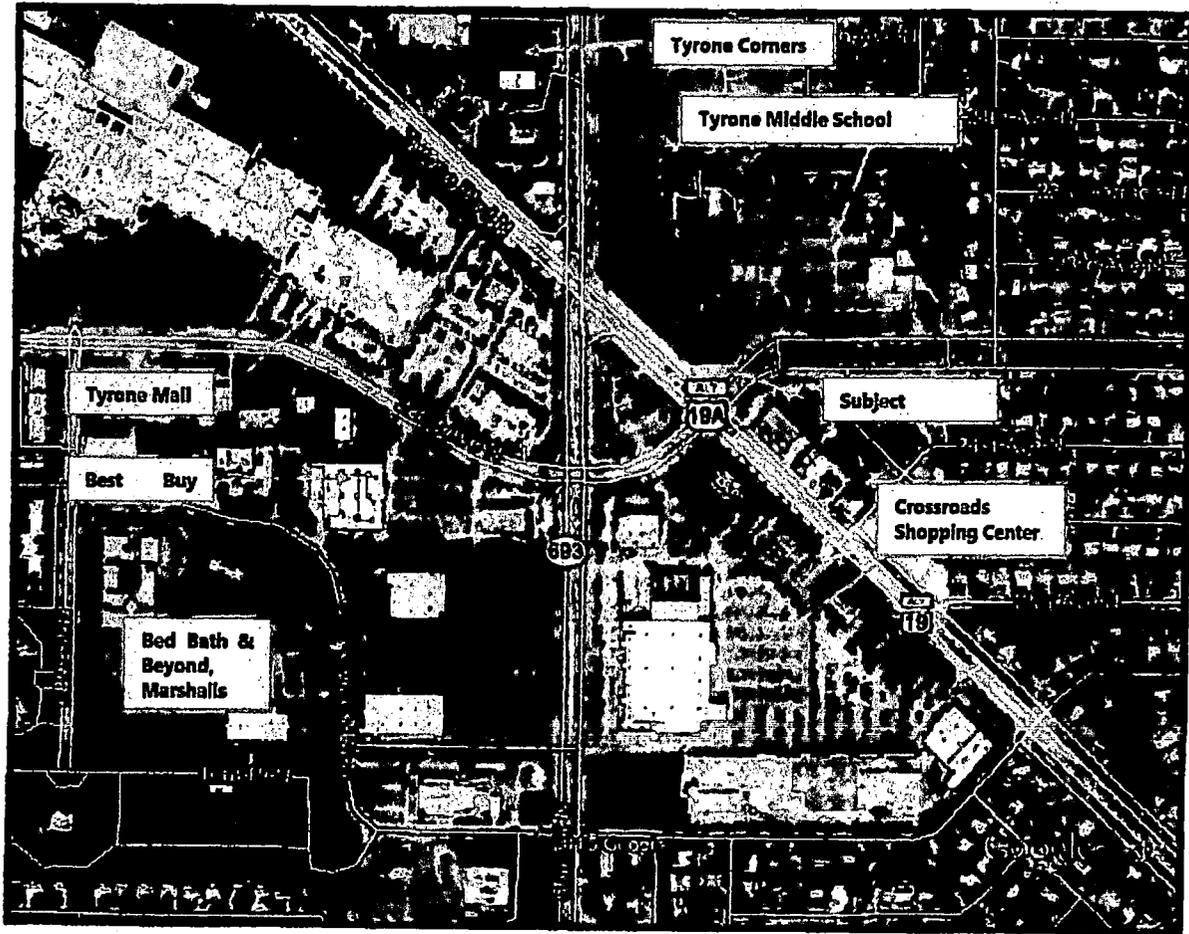
Residential single and multi family development is located north and east of the subject in an area known as Disston Heights.

NEIGHBORHOOD MAP



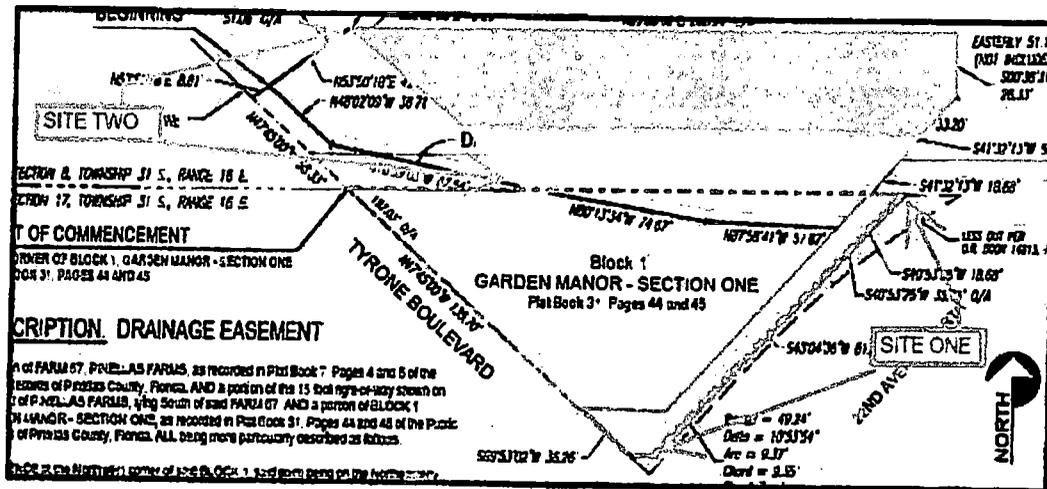
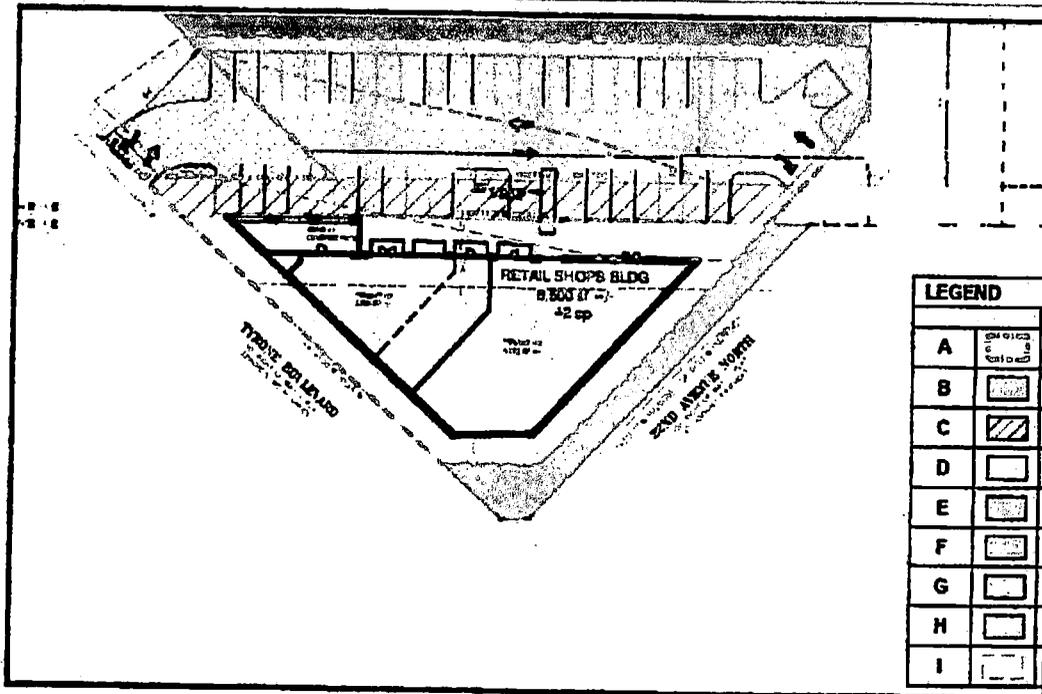
Access into and out of the subject neighborhood is convenient via 66th Street North, 22nd Avenue North or Tyrone Boulevard North. Interstate-275 has full interchanges at 22nd and 38th Avenues North. Tyrone Boulevard connects with 5th Avenue North that has a northbound entrance and southbound exit access to I-275. Tyrone also provides access to the Gulf Beaches. US Highway 19 lies between the subject and Interstate 275. The subject neighborhood is very well connected to the surrounding areas. The outlook for the neighborhood is considered good.

AERIAL VIEW OF SUBJECT NEIGHBORHOOD





SUBJECT PROPERTIES DESCRIPTION



The two sketches presented above indicate the location, shape and ownership of the subject of this report.

Site One which is owned by Crosswinds Properties LLC and under contract to Tyrone 22 LLC is identified under a color code of Green on both sketches. Site One is currently part of a larger property identified by the red dashed line in the sketch immediately above this description. In the first sketch the larger property is identified as Green and the un-shaded (white) area within the red dashed line.

Site Two which is owned by the City of St. Petersburg is identified in both sketches under a color code of orange and yellow.



LEGAL DESCRIPTIONS

The following legal descriptions are taken from a survey prepared by Scott R. Fowler of Landmark Engineering & Surveying Corporation job number 2140048 dated January 12, 2015.

Real Property currently owned by Crosswinds Properties LLC (within red dashed line) including Site One (green) is legally described as:

Block 1, GARDEN MANOR - SECTION ONE, according to the map or plat thereof as recorded in Plat Book 31, Pages 44 and 45, Public Records of Pinellas County, Florida;

LESS a portion thereof described as.

Begin at the most Southerly corner of Block 1 of Garden Manor Section One, said point being the intersection of the Northeasterly R/W line of Tyrone Blvd. and the Northwesterly R/W line of 22nd Avenue; Run thence N 42 deg 22' 00" E. along the Southeasterly boundary of said lot, a distance of 67.93 feet to the beginning of a curve concave to the Southeasterly, thence along the arc of said curve, (said curve having a radius of 365 feet, a chord of 109.31 feet and a chord bearing of N 50 deg 58' 42" E.), a distance of 109.72 feet to the most Easterly corner of said Block 1, thence S 89 deg 54' 40" W., along the North boundary of said Block, a distance of 23.00 feet, thence S 43 deg 11' 37" W. a distance of 152.80 feet, thence S 87 deg 22' 00" W., a distance of 10.88 feet, thence S 47 deg 38' 00" E., a distance of 10.50 feet to the Point of Beginning.

Site One (Green) is legally described as:

A portion of BLOCK 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said BLOCK 1, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence S.47°45'00"E., 136.70 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING; thence N.89°53'02"E., 36.26 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 49.24 feet; thence Northeasterly, 9.37 feet along said curve through a central angle of 10°53'54" (chord bears N.48°31'33"E., 9.35 feet); thence N.43°04'36"E., 81.01 feet; thence N.40°53'25"E., 35.07 feet to the Northerly boundary line of said BLOCK 1; thence N.89°49'00"E., 15.82 feet along said Northerly boundary line to the Northwesterly right-of-way line of 22nd AVENUE NORTH; thence S.43°04'23"W., 152.79 feet along said Northwesterly right-of-way line; thence S.87°15'00"W., 10.88 feet to said Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.47°45'00"W., 29.94 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING.

Site Two (Orange and Yellow) is legally described as:

A portion of FARM 57, PINELLAS FARMS, as recorded in Plat Book 7, Pages 4 and 5, of the Public Records of Hillsborough County, Florida, (now Pinellas County, Florida) AND a portion of the 15 foot right-of-way shown on said plat of PINELLAS FARMS, lying South of said FARM 57, being more particularly described as follows:

COMMENCE at the Northwest corner of BLOCK 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Public Records of Pinellas County, Florida, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.89°49'00"E., 74.13 feet along the Northerly boundary line of said BLOCK 1, said line also being the Southerly line of Section 8, Township 31 South, Range 16 East to the POINT OF BEGINNING; thence N.47°45'00"W., 37.05 feet; thence N.89°49'00"E., 197.50 feet; thence S.41°32'13"W., 33.50 feet to said Northerly Block line and Southerly Section line; thence S.89°49'00"W., 147.86 feet along said Northerly and Southerly boundary lines to the POINT OF BEGINNING.

AND

A portion of FARM 57, PINELLAS FARMS, as recorded in Plat Book 7, Pages 4 and 5, of the Public Records of Hillsborough County, Florida, (now Pinellas County, Florida), being more particularly described as follows:

COMMENCE at the Northwest corner of BLOCK 1, GARDEN MANOR-SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Public Records of Pinellas County, Florida, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.89°49'00"E., 74.13 feet along the Northerly boundary line of said BLOCK 1, said line also being the Southerly line of Section 8, Township 31 South, Range 16 East; thence N.47°45'00"W., 37.05 feet to the POINT OF BEGINNING; thence continue N.47°45'00"W., 63.74 feet; thence N 89°53'02"E., 258.94 to the Westerly boundary line of the Easterly 51.10 feet of said FARM 57; thence S00°36'31"E., 26.33 feet along said Westerly boundary line; thence S.41°32'13"W., 21.93 feet; thence S.89°49'00"W., 197.50 feet to the POINT OF BEGINNING.

PARCEL ID NUMBER

The overall ownership that includes Site One part is identified by the Pinellas County Property Appraiser under Parcel ID Number-17-31-16-30168-001-0000. Site Two is classified by the Pinellas County Property Appraiser as right-of-way and not identified.

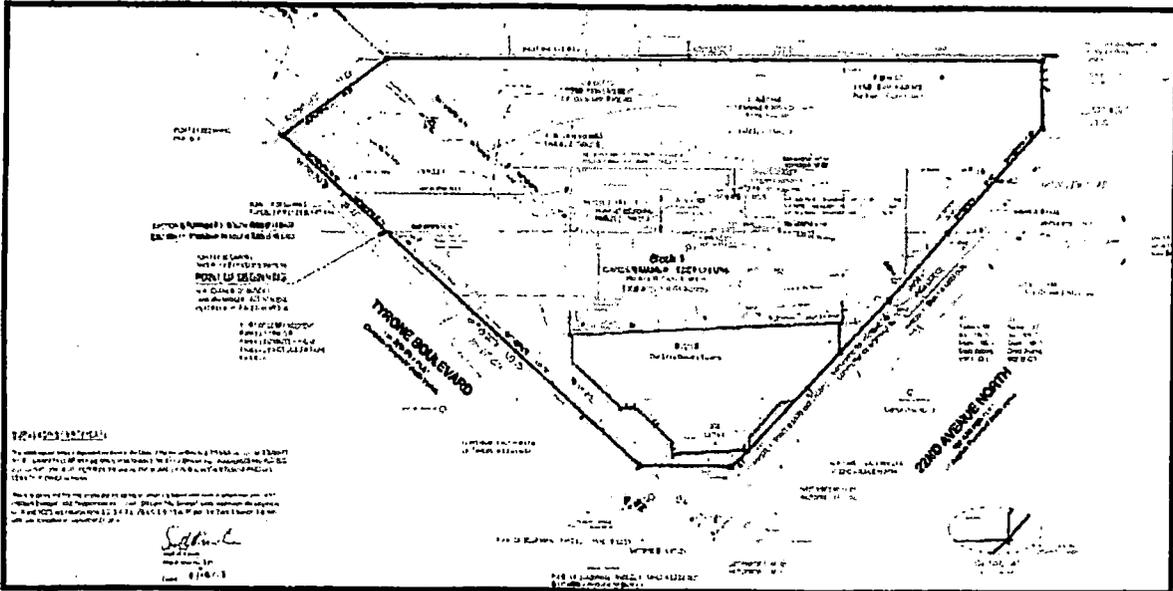
REAL ESTATE ASSESSMENT AND TAX DATA

Parcel ID 17-31-16-30168-001-0000 is identified as Garden Manor Section 1, Block 1 less Road has a 2014 assessment of \$230,600. The ad-valorem taxes were paid on November 25, 2014 in the amount of \$5,063.94 under Pinellas County Tax Collector receipt #0-14-001046.

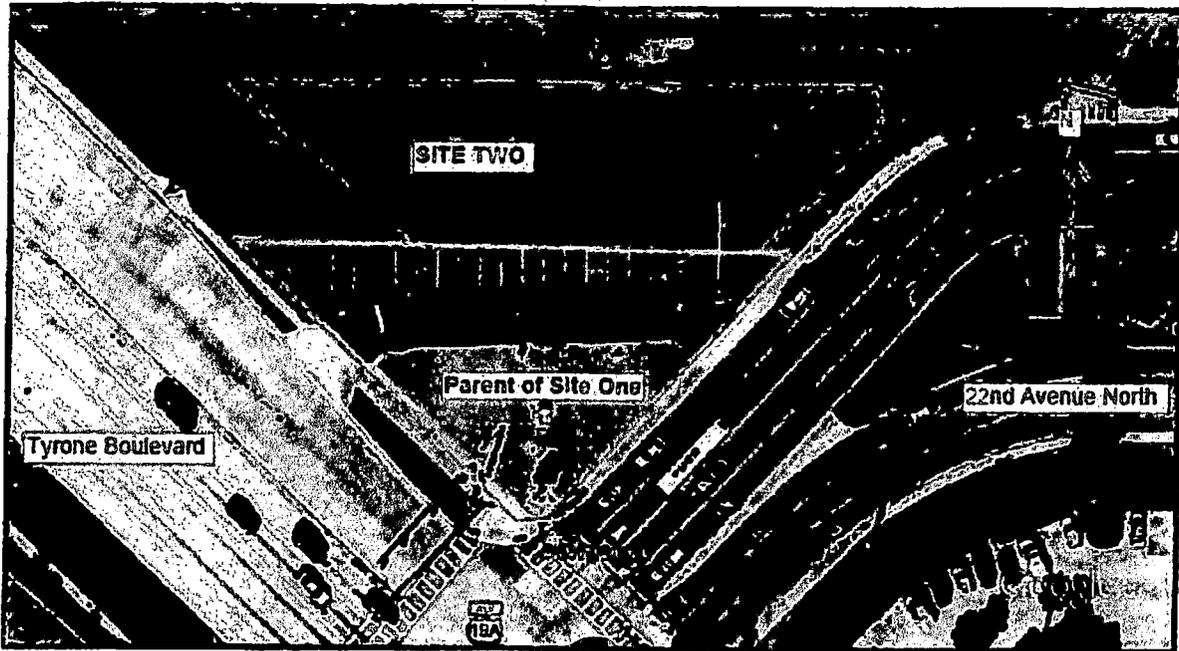
SALES HISTORY

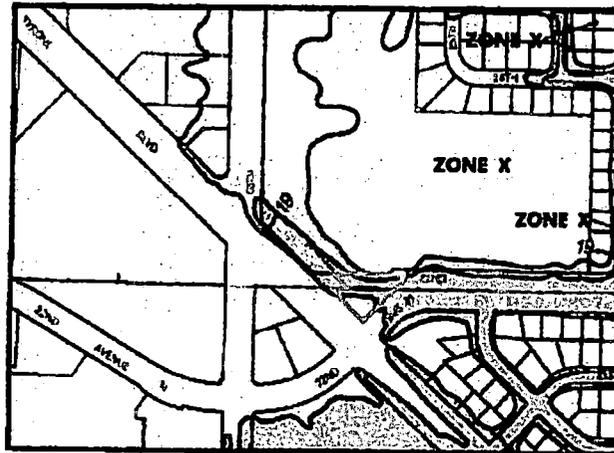
The overall ownership including Site One was purchased on December 15, 2005 for \$375,000 as recorded in OR Book 14813 page 2292. The overall ownership that includes Site One is reportedly under contract with an undisclosed purchase price. The current listing information stated that the asking price is \$895,000 for 13,939 square feet of land area (\$64.21/SF of land area). The listing reports that the existing structure has 3,300 SF of heated building area. Site Two is a portion of the property acquired by the City of St. Petersburg from the School Board of Pinellas County on October 25, 1960 (OR 1052 page 113) and on November 8, 1961 (OR 1293 page 263) for street, drainage and/or utilities with a reversion to the School Board.

PORTION OF SCOTT R FOWLER SURVEY



AERIAL EXHIBIT OF SUBJECT PROPERTIES





FLOOD ZONE

According to the National Flood Insurance Rate Map, Community Panel No. 12103C0211G, effective September 3, 2003, the majority of SITE ONE is in a Zone X; areas determined to be outside the 500-year floodplain. All of SITE TWO and a portion of SITE ONE are in a Zone AE; a special flood hazard area subject to inundation by the 1% annual chance flood (100 year flood) with base flood elevations determined.

UTILITIES

All utilities are available to the subject properties.

EASEMENTS AND ENCROACHMENT

There is a platted 25 foot easement on the overall ownership of SITE ONE that will be removed and replaced with a specific drainage easement that is shown on the sketch at the beginning of this section of the report. Portions of the asphalt paving for the overall ownership of SITE ONE encroach onto SITE TWO. SITE TWO has a series of easements including a reversionary clause that are to be removed and replaced with a specific drainage easement. SITE TWO has additional encumbrances including an underground natural gas line, overhead power lines with utility poles that appear to service the gas line.

ZONING

SITE ONE (and the overall ownership that includes SITE ONE) is zoned CCS-1, Corridor Commercial Suburban - 1 by the City of St. Petersburg. This purpose of this district is to generally allow one to four story development containing mixed uses of local interest. Minimum lot size is 4,500 square feet. Minimum lot width is 100 feet. Maximum floor area ratio (FAR) is 0.55. Maximum height is 36 feet. Front yard setbacks are 10 feet and rear yard setback is 20 feet.

SITE TWO is zoned NS-1, Neighborhood Suburban-1 by the City of St. Petersburg. This district provides primarily single-family homes with garages and driveway in the front. The district does provide for consideration of the existing development patterns. Minimum lot size

is 5,800 square feet. Minimum lot width is 75 feet. Maximum floor area ratio (FAR) is 0.35 (non-residential). Maximum height is 24 feet at roofline and 36 feet at peak. Front yard setbacks are 25 feet, rear yard setback 20 feet and side yard setback is 7.5 feet.

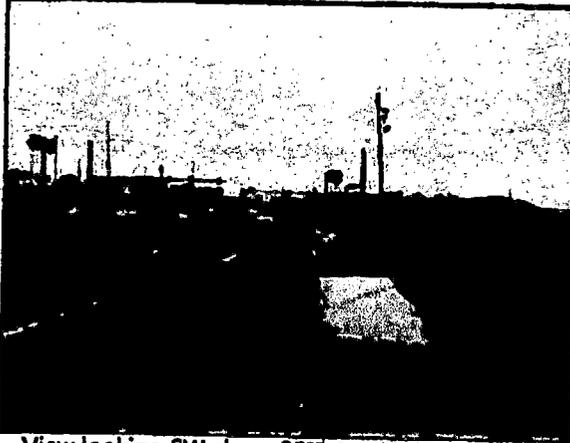
FUTURE LAND USE (FLU)

The overall ownership including SITE ONE has a future land use (FLU) designation of Planned Redevelopment- Mixed Use by the City of St. Petersburg. SITE TWO has a future land use (FLU) designation of Public/Semi-Public – Institutional.

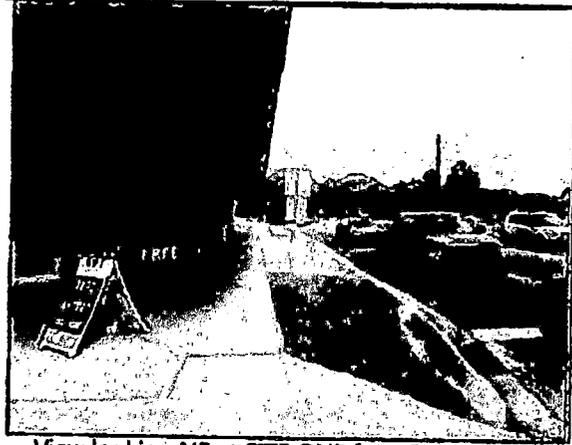
SUMMARY

The overall ownership that includes SITE ONE is a well located redevelopment site for retail/office use. SITE TWO could be developed with one single family residence or provide an additional surface parking area for Tyrone Middle School or in conjunction with any re-development of the overall property that includes SITE ONE.

SUBJECT PHOTOGRAPHS



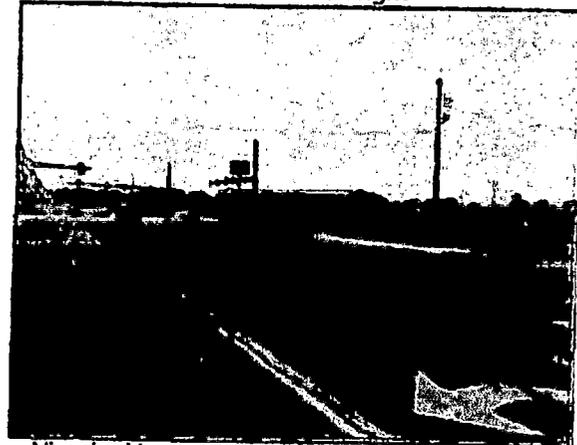
View looking SW along 22nd Ave N, SITE ONE on right of sidewalk



View looking NE at SITE ONE from Tyrone Blvd. 22nd Ave N on right



View looking west along property line between SITE ONE and SITE TWO (on right)



View looking westerly across 22nd Ave N toward SITE ONE



View looking SE along Tyrone Blvd N, traffic signal is for 22nd Ave N



View looking North across Tyrone & 22nd Ave at overall ownership of SITE ONE



View looking NE along 22nd Ave N, SITE TWO on left beyond asphalt paving



View looking westerly across 22nd Ave N toward SITE TWO



View looking west along northern property line of SITE TWO. (Note parking of Tyrone Middle School)



View looking W at SITE TWO



View looking N along W property line of SITE TWO



View looking E along northern boundary of SITE TWO



Valbridge
PROPERTY ADVISORS

Land Swap Tyrone Blvd and 22nd Ave 14

ANALYSIS OF DATA AND CONCLUSIONS



HIGHEST AND BEST USE

The highest and best use of a site is "that reasonable and probable use that will support the highest present value as defined, as of the effective date of the appraisal".

"Alternatively, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value."

In determining the highest and best use, there are four basic stages of analysis:

1. **Possible Uses:** Uses which are physically possible considering the physical characteristics of the site.
2. **Legally Permissible Uses:** Uses that the present public and private restrictions (e.g., zoning regulations and deed restrictions) permit.
3. **Feasible Uses:** Uses from among the possible and permissible uses which will provide a net positive return on the site.
4. **Highest and Best Use:** That use from among all feasible uses which provides the highest net return on the site.

Physically Possible:

SITE ONE is a strip of land (assumed vacant) that for valuation purposes would be considered as part of the overall ownership legally described as Block 1, Garden Manor-Section One, Plat Book 31, page 44 & 45. This is a triangular shaped tract of land containing 13,869 square feet with frontage and direct access to Tyrone Boulevard and 22nd Avenue North. All public utilities are available to the site. The site is located in FEMA flood zone X which is an area outside the 100 year flood. Approximately 1,515 square feet of the site will be encumbered by a drainage easement. An estimated 219 square feet of that easement is located within SITE ONE. The development options are limited based on the size and configuration of the site. SITE TWO is a 65 foot wide by an average 200 deep tract of land. The property has 55.43 front feet on the northwest side of 22nd Avenue North. The site is trapezoid in shape, contains 14,288 square feet and will be encumbered by a drainage easement of approximately 6,147 square feet. This site is located within a FEMA flood zone AE which is an area of 100 year flood where flood factors have been determined. The site also has an existing underground natural gas line located along its northern boundary that would encumber additional land and limit the location of any permanent structures.

Legally Permissible:

SITE ONE, together with the balance of the ownership that contains 13,869 square feet is zoned CCS-1, Corridor Commercial Suburban-1 by the City of St. Petersburg. The property has a corresponding future land use (FLU) designation of Planned Redevelopment- Mixed Use.

Zoning and FLU would allow for the subject property to be considered for a number of commercial/office and or residential options. As discussed in the physical section above, the options for re-development would be limited based on the size, configuration and the drainage easement.

SITE TWO is zoned NS-1, Neighborhood Suburban-1 by the City of St. Petersburg. This district provides primarily for single-family conventional development, but does provide for consideration of the existing development patterns. The property has a corresponding future land use (FLU) designation of Public/Semi-Public - Institutional. The FLU is based upon the current use of the site for drainage and utilities. In addition the area abutting the site to the north is Tyrone Middle School. Based upon the zoning, the site could legally be developed with a single family residence. Alternatively, the site could legally be utilized by the Pinellas County School Board in conjunction the middle school to the north or by the property owner to the south (parent tract of SITE ONE) for parking or green space.

Financially Feasible:

SITE ONE, together with the balance of the ownership (13,869 square feet) is well located for commercial/office use that would benefit from the frontage and exposure to Tyrone Boulevard and 22nd Avenue North.

SITE TWO would have approximately 8,141 square feet of land area that is not encumbered by the drainage easement. Additional land area is encumbered by an underground natural gas line (the size of the area affected was not provided). These easements would restrict the location of any permanent structures on the site and limit independent development. A single family home that could be utilized for home occupation use or use by the adjoining property owner for parking or green space.

HIGHEST AND BEST USE

The highest and best use of SITE ONE would be in conjunction with the overall parent tract ownership. Commercial/office use that would benefit from the frontage and exposure to Tyrone Boulevard and 22nd Avenue North would be the highest and best use. SITE TWO's highest and best use would be a single family home that could be utilized for home occupation use or use by the adjoining property owner for parking or green space.

METHOD OF VALUATION

In valuing land, typically, the Cost and Income Approaches are precluded and only the Sales Comparison Approach is utilized. The Cost Approach is not considered applicable since we are valuing the land only. The Income Approach is also not applicable due to limited market data concerning land rental rates. The Sales Comparison Approach is the most common technique and is the preferred method when comparable sales are available. Sufficient data was available to provide a reasonable indication of value via the Sales Comparison Approach and given full consideration.

ESTIMATE OF VALUE

An investigation was made for sales of sites for each of the property types. I was able to find sufficient data to develop an opinion of the value of each site assumed unencumbered. Based upon my investigation, I was unable to find any comparable sales that could definitively provide an adjustment for the drainage easement that encumbers each site. Drainage easements however are common in public development of roads. After estimating the unit value for the attributable to each site as unencumbered, I considered the portion of the bundle of rights that will be held by the City of St. Petersburg (the Florida Department of Transportation and the Pinellas County School Board) for the existing drainage box culvert located on both sites in order to determine what was left to the fee owner.

According to the Dictionary of Real Estate Appraisal, 5th Edition, as published by the Appraisal Institute, the definition of bundle of rights theory is as follows: "The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights."

All of the sales used in this analysis are believed to be fee simple, arm's length transactions. Properties were transferred on a cash to seller basis or with a cash equivalent instrument and therefore no adjustment for financing is necessary. No evidence was found to warrant adjustments for economic characteristics or highest and best use. The sales are further compared to each site with respect to dissimilar physical, legal, and locational characteristics. The sales have been analyzed on a price per square foot basis. The sales are summarized in the following chart, maps, and discussion.

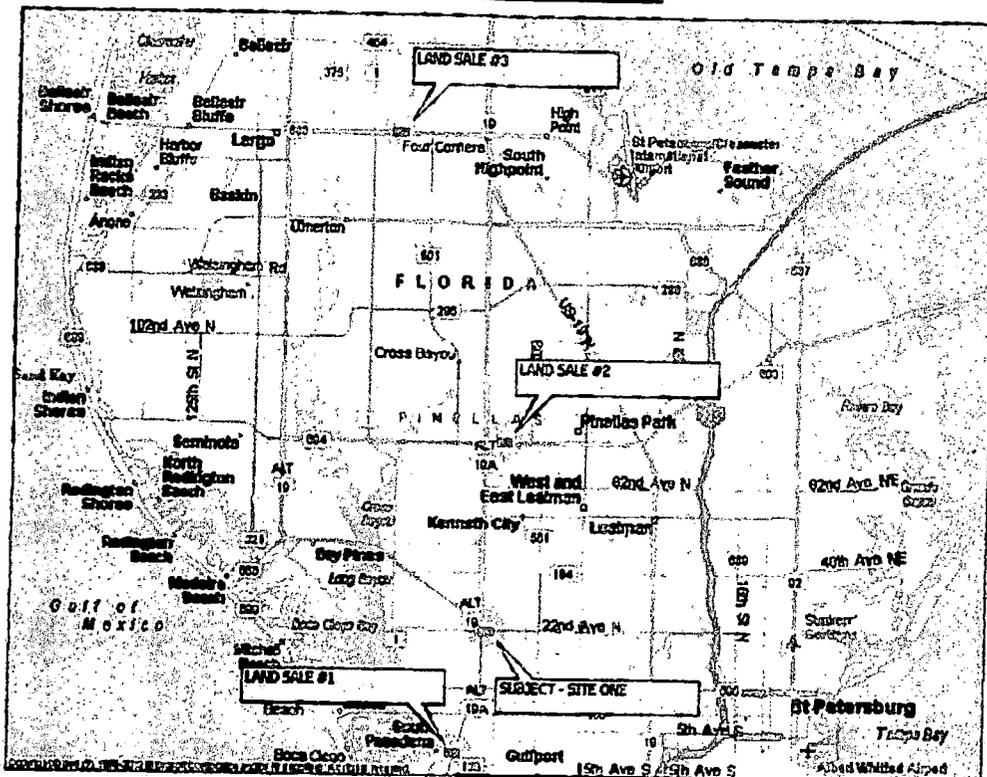
SITE ONE

COMMERCIAL LAND SALES

Sale No.	Location	Sale Date	O.R. BK/ Pg	Sale Price	Land Size (SF)	Zoning	Price/SF
SITE ONE	2201 Tyrone Blvd N. St. Petersburg	N/A	N/A	N/A	13,869	CCS-1	N/A
1	903 Pasadena Ave. S. South Pasadena	Jun-14	18437/ 1348	\$500,000	26,030	CG	\$19.21
2	6357-91 Park Boulevard Pinellas Park	Mar-13	17975/ 850+	\$605,000	34,135	B-1	\$17.72
2a	6391 Park Boulevard Pinellas Park	Mar-13	17920/ 910	\$200,000	8,585	B-1	\$23.30
2b	6379 Park Boulevard Pinellas Park	Mar-13	17975/ 850	\$225,000	12,775	B-1	\$17.61
2c	6357 Park Boulevard Pinellas Park	Mar-13	17929/ 2582	\$180,000	12,775	B-1	\$14.09
3	NWC East Bay & Fulton Largo	Dec-12	17834/ 854	\$305,000	17,131	CG	\$17.80

Min \$14.09
Max \$23.30
Avg \$18.29

SALES LOCATION MAP



DISCUSSION OF COMMERCIAL COMPARABLE SALES:

Land Sale No. 1 is the June 2014 sale of a 26,030 square foot site located at the northwest corner of Pasadena Avenue and Grevilla Avenue in South Pasadena. The traffic counts (AADT) were 36,000 vehicles per day near this location. The site sold for \$500,000 or \$19.21 per square foot. The site was subsequently developed with a Taco Bell fast food restaurant. This sale is the most current and would be considered a good comparable for the unencumbered unit value for SITE ONE.

Land Sale No. 2 is the March 2013 assemblage of three parcels at the northeast corner of 64th Street N and Park Boulevard in Pinellas Park. The AADT traffic count at this location was 47,500 vehicles. The assembled price was \$605,000 for a 34,125 square foot site that was subsequently improved with an O'Reilly auto parts store. The combined unit price was \$17.73 per square foot. I have also shown the individual sales that make up the assemblage. The corner property has 8,585 square feet of land area and sold for a unit price of \$23.30 per square foot. The interior sites sold for \$17.69 and \$14.01 per square foot. The parent tract for SITE ONE would fall in between the corner sale and the interior.

Land Sale No. 3 is the December 2012 purchase of the northwest corner of East Bay Drive and Fulton Street in Largo. The AADT traffic counts at this location were 61,500 vehicles per day. This sale property sold for \$305,000 or \$17.80 per square foot for the 17,131 square foot site. An upward adjustment for the 2012 sale date should be considered. This sale would set the lower limit for the parent tract of SITE ONE as unencumbered

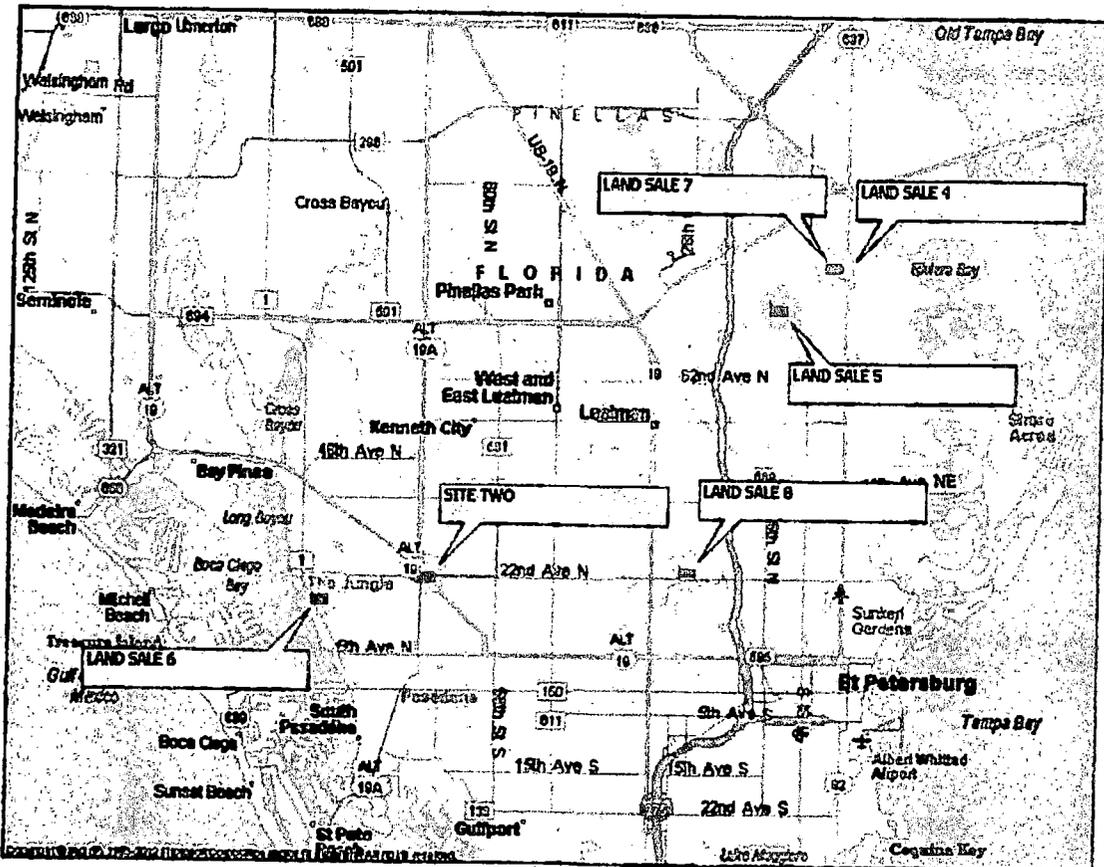
Based upon the three sales presented together with the assemblage of land sale two, it would be my opinion that as of February 16, 2015, the unencumbered unit value of the parent tract (13,869 square feet) of SITE ONE was \$20.00 per square foot.

SITE TWO

RESIDENTIAL LAND SALES

Sale No.	Location	Sale Date	O.R. BK/ Pg	Sale Price	Land Size (SF)	Zoning	Price/ SF
SITE TWO	Northwest side of 22nd Avenue N, E of 66th Street	N/A	N/A	N/A	14,288	NS-1	N/A
4	8457 5th Street N. St. Petersburg	Jan-15	18671/ 1440	\$35,500	6,599	NS-1	\$5.38
5	1529 76th Avenue N. St. Petersburg	Jan-15	18653/ 2074	\$40,000	7,500	NS-1	\$5.33
6	8121 Elbow Lane N. St. Petersburg	Sep-14	18546/ 1998	\$225,000	41,748	NS-2	\$5.39
7	611 85th Avenue N. St. Petersburg	Aug-14	18511/ 1781	\$36,000	7,174	NS-1	\$5.02
8	SWC 28th Street N & 24th Ave. N. - St. Petersburg	Jul-14	18460/ 644	\$44,900	11,160	NT-1	\$4.02

Min \$4.02
 Max \$5.39
 Avg \$5.03



DISCUSSION OF RESIDENTIAL COMPARABLE SALES:

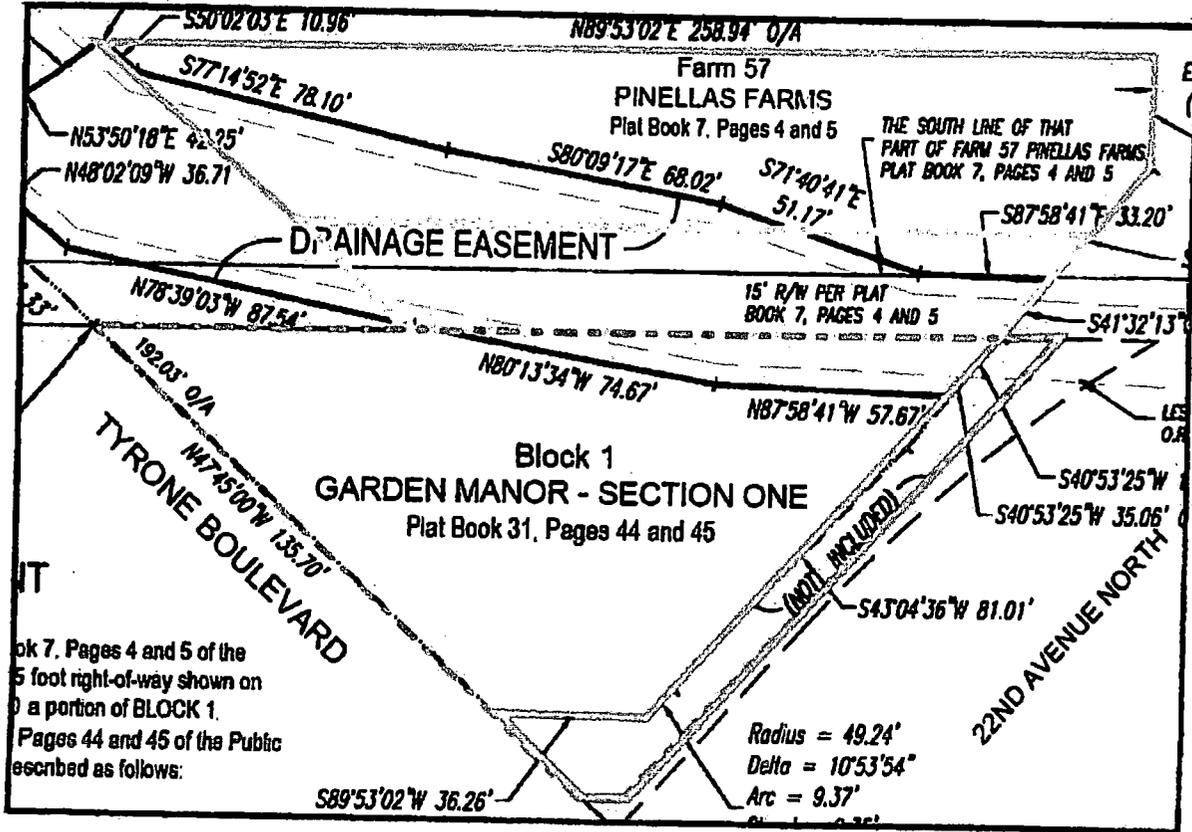
Land Sales 4, 5 and 7 are located in a residential area with comparable zoning off 4th Street N north of 62nd Avenue. They were all vacant residential lots in an older developed subdivision. A new home was under construction on one of the lots. The unit prices for these sales that occurred over the past six months were between \$5.02 and \$5.38 per square foot. All three of these unit prices would set an upper limit for SITE TWO. The sale properties all had a comparable size to the area that was not encumbered on SITE TWO by a drainage easement. Making a 10 downward percent adjustment to each of these sales for superior configuration and development potential based upon the zoning, the unit prices would range \$4.52 to \$4.84 per square foot unencumbered.

Land Sale No. 6 is the September 2013 sale of a 41,748 square foot residential building lot in the Jungle Prada neighborhood of St. Petersburg. This sale property was zoned NS-2 which is somewhat comparable to the subject. The location for a single family residence is far superior (20% downward adjustment) however the size would require a 5% upward adjustment to compare to the subject. The sale property sold for \$5.39 per square foot. After adjustments the unit price was \$4.58 per square foot unencumbered.

Land Sale No. 8 is the July 2014 purchase of the southwest corner of 28th Street and 24th Avenue North. This corner location is across 28th Street from a local retail strip center and one and a half blocks north of 22nd Avenue N. The site contains 11,160 square feet is rectangular in shape and sold for \$4.02 per square foot. The overall location would be considered inferior to the subject SITE TWO and a ten percent upward adjustment to the sale would indicate a unit price of \$4.42 per square foot. This sale would be the most comparable in terms of utilizing the site for a home occupational use. This sale after adjustments would give a good indication of the unit value of the unencumbered area of SITE TWO.

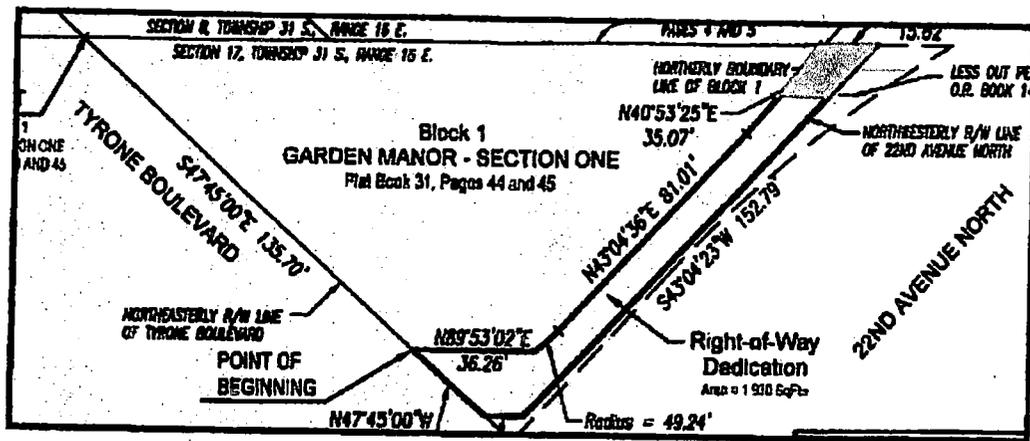
Based upon the five sales presented, the unit value for the unencumbered area of SITE TWO would range from \$4.42 to \$4.84 per square foot. It would be my opinion that as of February 16, 2015, the unencumbered unit value of SITE TWO was \$4.50 per square foot.

PROPOSED DRAINAGE EASEMENT



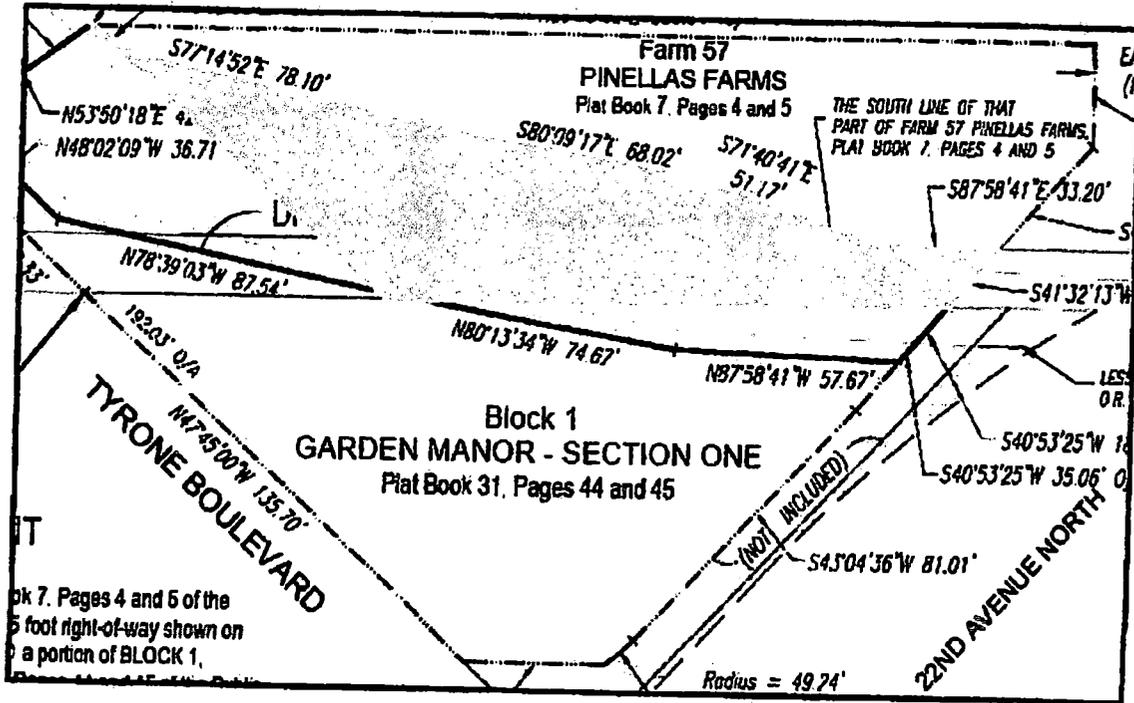
The sketch above shows the outline of the parent tract of SITE ONE in a red dash line; SITE ONE in green; and SITE TWO in yellow and orange. The proposed drainage easement is outlined in black and identified as a "Drainage Easement." The following sketches will provide a separate graphic presentation for each site of what area is within the drainage easement and what area is not.

SITE ONE:



SITE ONE contains a total of 1,930 square feet of which 219 (area shaded in green above) square feet would be encumbered with a drainage easement.

SITE TWO:



SITE TWO contains a total of 14,288 square feet of which 6,147 (area shaded in yellow above) square feet would be encumbered with a drainage easement.

As previously discussed and shown in the sketches previously presented, portions of both sites are encumbered with an existing box culvert for storm drainage. I have observed and assisted in the acquisition of utility and drainage easements over the past 30 years in the Tampa Bay market including Pinellas, Hillsborough and Pasco counties. The acquisitions are typically negotiated based upon a percentage of the unencumbered market value of the area to be acquired. My research indicates that acquisitions of drainage and utility easements, when there is a willing seller, have historically been from 80 to 95 percent of the market value of the land. The existing box culvert controls all of the sub surface rights and most of the surface rights of the area encumbered. Therefore the proposed easement would control the majority of the bundle of rights and is estimated at 90 percent of the fee.

SUBJECT PROPERTIES VALUE CONCLUSIONS

SITE ONE:

Unencumbered area 1,711 SF @ \$20.00/SF =	\$34,220
Encumbered area 219 SF @ 10% of \$20.00/SF =	<u>438</u>
Total	\$34,658
SAY	\$34,700

SITE TWO:

Unencumbered area 8,141 SF @ \$4.50/SF =	\$36,635
Encumbered area 6,147 SF @ 10% of \$4.50/SF =	<u>2,766</u>
Total	\$39,401
SAY	\$39,400



ADDENDA

- Exhibit A: Scott R. Fowler Survey
- Exhibit B: Qualifications of the Appraisers



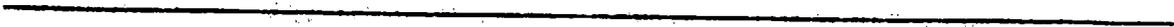
EXHIBIT A

SCOTT R. FOWLER SURVEY



EXHIBIT B

QUALIFICATIONS OF THE APPRAISERS



Qualifications of John S. Menard, MAI

Director

Valbridge Property Advisors | Entreken Associates, Inc.

Independent Valuations for a Variable World

State Certification

Florida

State-Certified General Real Estate Appraiser RZ133

Education

B.S., Business Management & Economics
University of Tampa

Contact Details

727-894-1800 x 202 (p)
727-894-8916 (f)
jmenard@valbridge.com

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| Entreken Associates, Inc.
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St. Petersburg, FL 33705

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Membership/Affiliations:

Greater Tampa Association of Realtors
National Association of Realtors
The Appraisal Institute - MAI, SRPA Designation
West Coast Florida Chapter - Appraisal Institute

Past President

Past Chapter Representative to the State Region

Past Admissions Chairman

Past Candidate Guidance Chairman

Region X - Appraisal Institute

Past Regional Panel Member

Appraisal Institute & Related Courses:

American Institute of Real Estate Appraisers:

Real Estate Appraisal Principles

Basic Valuation Principles

Capitalization Theory and Techniques

Case Studies in Real Estate Valuation

Valuation Analysis

Industrial Property Valuation

Litigation Valuation

Standards of Professional Practice

Standards of Professional Practice Update

Society of Real Estate Appraisers:

Applied Income Property Valuation

Appraisal Institute:

Standards of Professional Practice Part A & B

Various Seminars on Real Estate Issues

Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL ONE (1) CITY-OWNED PARCEL, LOCATED NORTH OF, AND ADJACENT TO, 2201 TYRONE BOULEVARD NORTH, ST. PETERSBURG, TO TYRONE 22 LLC FOR THE SUM OF \$39,400; TO PURCHASE ONE (1) PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF TYRONE BOULEVARD NORTH AND 22ND AVENUE NORTH, ST. PETERSBURG, FOR USE AS A FUTURE TURN LANE FROM TYRONE 22 LLC FOR THE SUM OF \$34,700; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND APPROVING A SUPPLEMENTAL APPROPRIATION OF \$34,700 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT (2811797); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management ("REPM") received a request from Dr. Frederick S. Freed, the owner of 2201 Tyrone Boulevard North ("Freed Property"), to purchase the City-owned property adjacent to, and north of, the Freed Property to be used as parking in the proposed redevelopment of the Freed Property; and

WHEREAS, the subject property is triangularly-shaped and generally bordered by Tyrone Middle School to the north, 22nd Avenue North to the east, the Freed Property to the south, and Tyrone Boulevard North to the west ("City Property"); and

WHEREAS, Dr. Freed stated that the Freed Property was under contract for sale to Tyrone 22 LLC ("Tyrone 22") and that Tyrone 22 was authorized to enter into an agreement with the City of St. Petersburg to purchase the City Property; and

WHEREAS, as a condition of the sale of the City Property, Transportation & Parking Management requested that REPM negotiate the purchase of a portion of the Freed Property along 22nd Avenue North to be used as a future turn lane ("Turn Lane Property") due to the fact that a portion of the City Property was originally acquired to be used as street right-of-way, but subsequent area development eliminated the need for that use; and

WHEREAS, acquiring the Turn Lane Property will also provide the safety improvement of better intersection sight lines as soon as the current building is demolished; and

WHEREAS, REPM negotiated two (2) agreements: one for the disposition of the City Property ("City Property Agreement") and one for the acquisition of the Turn Lane Property ("Turn Lane Property Agreement"); and

WHEREAS, the valuation of the City Property and the Turn Lane Property was determined by an appraisal performed on February 16, 2015 by John S. Menard, MAI, Certified General Appraiser, Valbridge Property Advisors | Entreken Associates, Inc., who stated that in his opinion the estimated market value of the City Property to be \$39,400 and the estimated market value of the Turn Lane Property to be \$34,700; and

WHEREAS, the City Property Agreement provides a sixty (60) day due diligence period for Tyrone 22 to inspect the City Property; provides that Tyrone 22 pay all closing costs including, but not limited to, document stamps, title commitment, title insurance expenses, and deed recording fees; and provides for a closing not more than ninety (90) days after the due diligence period expires; and

WHEREAS, the City Property Agreement also provides that the following conditions be met by Tyrone 22:

- Complete all conditions of the Special Exception Case No. 14-32000001.
- Obtain FDOT approval for building construction adjacent to the box culvert and parking over the box culvert located on the City Property.
- Obtain drainage plan approvals from the School Board, the City and FDOT for surface flows (offsite runoff from school) conveyance to the FDOT box culvert, and compensation volume for surface swales and onsite stormwater quality treatment from the City and Southwest Florida Water Management District.
- Dedicate to FDOT a drainage easement, in form and content approved by FDOT over the City Property.
- Dedicate a public utility easement over the entire City Property for public use only; and

WHEREAS, the City Property's legal description is as follows:

A portion of FARM 57, PINELLAS FARMS, as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Pinellas County, Florida, TOGETHER with a portion of the 15 foot right-of-way shown on said plat of PINELLAS FARMS, lying South of said FARM 57, ALL in Section 8, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Block 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Public Records of Pinellas County, Florida, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.47°45'00"W., 22.23 feet along said Northeasterly right-of-way line to the South boundary line of said FARM 57, said line also being the North line of said 15 foot right-of-way; thence N.89°49'00"E., 74.13 feet along said North and South boundary line; thence N.47°45'00"W., 78.56 feet; thence N.89°53'02"E., 258.94 feet to the Westerly boundary line of the Easterly 51.10 feet of said FARM 57; thence S.00°36'31"E., 26.33 feet along said Westerly boundary line; thence S.41°32'13"W., 55.43 feet to a point on the South right-of-way line of said 15 foot right-of-way, said line also being the North line of said Block 1, GARDEN MANOR - SECTION ONE, said line also being on the South line of said Section 8; thence S.89°49'00"W., 222.00 feet along said line, to the POINT OF BEGINNING.

Containing 0.35 acres, more or less; and

WHEREAS, the Turn Lane Agreement provides the City a sixty (60) day due diligence period to inspect the Turn Lane Property; provides that Tyrone 22 pay all closing costs including, but not limited to, document stamps, title commitment, title insurance expenses, and deed recording fees; and provides for a closing not more than ninety (90) days after the due diligence period expires; and

WHEREAS, the Turn Lane Property's legal description is as follows:

A portion of BLOCK 1, GARDEN MANOR - SECTION ONE, as recorded in Plat Book 31, Pages 44 and 45, of the Pubic Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said BLOCK 1, said point being on the Northeasterly right-of-way line of TYRONE BOULEVARD; thence S.47°45'00"E., 135.70 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING; thence N.89°53'02"E., 36.26 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 49.24 feet; thence Northeasterly, 9.37 feet along said curve through a central angle of 10°53'54" (chord bears N.48°31'33"E., 9.35 feet); thence N.43°04'36"E., 81.01 feet; thence N.40°53'25"E., 35.07 feet to the Northerly boundary line of said BLOCK 1; thence N.89°49'00"E. 15.82 feet along said Northerly boundary line to the Northwesterly right-of-way line of 22nd AVENUE NORTH; thence S.43°04'23"W., 152.79 feet along said Northwesterly right-of-way line; thence S.87°15'00"W., 10.88 feet lo said Northeasterly right-of-way line of TYRONE BOULEVARD; thence N.47°45'00"W., 29.94 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING; and

WHEREAS, both agreements have been executed by Tyrone 22 and are subject to City Council approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is authorized to sell one (1) City-owned parcel located north of, and adjacent to, 2201 Tyrone Boulevard North, St. Petersburg, legally described above as City Property, to Tyrone 22 LLC for the sum of \$39,400; to purchase one (1) parcel generally located at the northeast corner of Tyrone Boulevard North and 22nd Avenue North, St. Petersburg, legally described above as Turn Lane Property, for use as a future turn lane from Tyrone 22 LLC for the sum of \$34,700; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001) a supplemental appropriation in the amount of \$34,700 to the Transportation and Parking Management Department for Fiscal Year 2016.

<u>General Fund (0001)</u>	
Transportation & Parking Management (2811797)	\$34,700

This Resolution shall become effective immediately upon its adoption.

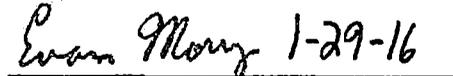
LEGAL:



City Attorney (Designee)

Legal: 00257582.doc

APPROVED BY:



Evan Mory

Transportation & Parking Management

BUDGET:



Tom Greene, Director
Budget & Management

APPROVED BY:



Bruce E. Grimes, Director
Real Estate & Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 14-02-LMA/MMP to the architect/engineering agreement between the City of St. Petersburg and Landon, Moree & Associates, Inc., in the amount not to exceed \$168,500 for design and bidding phase services related to a new Municipal Marina Transient Dock Facility; (Engineering Project No. 16062-119; Oracle Project No. 15358); rescinding unencumbered appropriations from the following projects in the Marina Capital Projects Fund (4043), \$140,800 from the Marina Facility Improv FY15 Project (14680) and \$50,000 from the Marina Facility Improv FY16 Project (15121); approving a supplemental appropriation in the amount of \$190,800 from the unappropriated balance of the Marina Capital Projects Fund (4043) resulting from these rescissions to the Marina Transient Docks Project (15358) to provide for the necessary funding for Task Order No. 14-02-LMA/MMP and engineering project management costs; and providing an effective date.

EXPLANATION: On August 7, 2014, City Council authorized the Mayor or his designee to apply for a Florida Boating Improvement Program Grant from the Florida Fish and Wildlife Conservation Commission (FFWCC), for a Transient Visitor Dock located in the Municipal Marina Central Yacht Basin. The project includes design, permitting and construction of a dedicated 25 slip Visitor Floating Transient Dock Facility. The attached map shows the proposed facility. Upon acceptance of the grant, the City will be obligated, subject to annual appropriations, to enter into a 20 year agreement with FFWCC for maintenance of the project.

The City received notification from the United States Department of the Interior Fish and Wildlife Service in a letter dated February 2, 2015, that the project was recommended to receive FY15 grant funding in the amount of \$632,000, or 64% of the estimated project cost of \$989,000. The City will provide \$347,000, or 35% funding, and Southwest Florida Marine Industries Association and St. Petersburg Chamber of Commerce in equal shares will provide \$10,000, or 1% of the funding. The notification letter represents the initial award of the grant. The final award is contingent upon the completion of all design, permits and permitting compliance requirements.

On September 3, 2014, the City Council approved an architect/engineering agreement with the professional consulting engineering firm of Landon, Moree & Associates, Inc. for permitting, construction document development, bidding and construction support phase services related to Miscellaneous Professional Services for Municipal Marina and Port Projects.

1
CB-16

Task Order No. 14-02-LMA/MMP pertains to specific surveying, scientific, engineering design and permitting services related to the development of final design, including plans, technical specifications, and contract documents, for construction of a dedicated 25 slip visitor floating transient dock facility. The proposed task order, not-to-exceed amount for this work is \$168,500. Of this amount, the shared cost is as follows:

Grant	\$107,840 (64%)
City	\$58,975 (35%)
Private	\$1,685 (1%)

The scope of work includes, but is not limited to, the following: concept dock layout review; environmental permitting application preparation; field data collection; hydrographic survey; aquatic resources investigations including collecting tide, current, and wave data to be used in design and permitting; flushing analysis and flushing modeling to evaluate the tidal flushing in the Marina basins; construction plans and specifications, and construction cost estimates. Additional services are bidding assistance services including attendance of Pre-Bid Conference, responding to prospective bidders' questions/comments, preparation of contract Addenda as required, and reviewing/evaluating bidders' proposals. The design and permitting is planned to be completed within 18 months and will be coordinated with the new St. Petersburg Pier and Pier Approach Project.

The Municipal Marina has limited capacity for transient boaters wishing to visit downtown St. Petersburg. There is an increasing demand for convenient, flexible and accessible transient dockage in the City's waterfront. The proposed transient docks will address the demand both in number and size of boats accommodated through a flexible berthing arrangement. It will be in close proximity to landside amenities and be located within the protected confines of the Municipal Marina Central Yacht Basin, adjacent to the channel entrance. The proposed floating concrete docks will be anchored with guide piles. Proposed dock widths measure 10 feet for the main walks and 4 feet for the fingers. Access will be via an ADA compliant gangway designed to accommodate the full range of typical water elevations with a secure gate to mitigate non-boater access to the dock. Dock amenities will include vessel power and water for larger vessels on the long side tie dock, life and safety equipment (ladders, fire extinguishers, etc.), lighting, and refuse and recycling collection. Other vessel amenities located in the Central Yacht Basin include an existing public pump-out dock and fuel dock. Landside access to 2nd Avenue NE will be via a new sidewalk extending from the gangway to the adjacent existing parking lot. Public transportation is available on 2nd Avenue NE providing access to public restrooms, downtown stores, restaurants, museums and other venues. Fees for the transient slips will follow prevailing rates for the region with plans for an automated pay station linked to the access gate included with this project.

This project will support and improve waterside access to downtown and will benefit downtown businesses. It is supported by the St. Petersburg Chamber of Commerce (SPCC), the Southwest Florida Marine Industries Association (SWFMIA) and the St. Petersburg Yacht Club.

An appropriation is needed to fund this Task Order and additional engineering project management costs related to this project in the amount of \$22,300. The total appropriation of \$190,800 will cover this Task Order and the Engineering costs.

RECOMMENDATION: Administration recommends a resolution authorizing the Mayor or his designee to execute Task Order No. 14-02-LMA/MMP to the architect/ engineering agreement between the City of St. Petersburg and Landon, Moree & Associates, Inc., in the amount not to exceed \$168,500 for design and bidding phase services related to a new Municipal Marina Transient Dock Facility; (Engineering Project No. 16062-119; Oracle Project No. 15358); rescinding unencumbered appropriations from the following projects in the Marina Capital Projects Fund (4043), \$140,800 from the Marina Facility Improv FY15 Project (14680) and \$50,000 from the Marina Facility Improv FY16 Project (15121); approving a supplemental appropriation in the amount of \$190,800 from the unappropriated balance of the Marina Capital Projects Fund (4043) resulting from these rescissions to the Marina Transient Docks Project (15358) to provide for the necessary funding for Task Order No. 14-02-LMA/MMP and engineering project management costs; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the rescission of unencumbered appropriations from the following projects in the Marina Capital Projects Fund (4043); \$140,800 from the Marina Facility Improv FY15 Project (14680) and \$50,000 from the Marina Facility Improv FY16 Project (15121), approving a supplemental appropriation in the amount of \$190,800 from the unappropriated balance of the Marina Capital Projects Fund (4043) resulting from these rescissions to the Marina Transient Docks Project (15358).

ATTACHMENTS: Map and Resolution

APPROVALS: *Wm B. Lebr*
rh/cm Administrative

A Ramirez
Budget

RESOLUTION NO. 2016- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 14-02-LMA/MMP TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND LANDON, MOREE & ASSOCIATES, INC., IN THE AMOUNT NOT TO EXCEED \$168,500 FOR DESIGN AND BIDDING PHASE SERVICES RELATED TO A NEW MUNICIPAL MARINA TRANSIENT DOCK FACILITY; (ENGINEERING PROJECT NO. 16062-119; ORACLE PROJECT NO. 15358); RESCINDING UNENCUMBERED APPROPRIATIONS FROM THE FOLLOWING PROJECTS IN THE MARINA CAPITAL PROJECTS FUND (4043), \$140,800 FROM THE MARINA FACILITY IMPROV FY15 PROJECT (14680) AND \$50,000 FROM THE MARINA FACILITY IMPROV FY16 PROJECT (15121); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$190,800 FROM THE UNAPPROPRIATED BALANCE OF THE MARINA CAPITAL PROJECTS FUND (4043) RESULTING FROM THESE RESCISSIONS TO THE MARINA TRANSIENT DOCKS PROJECT (15358) TO PROVIDE FOR THE NECESSARY FUNDING FOR TASK ORDER NO. 14-02-LMA/MMP AND ENGINEERING PROJECT MANAGEMENT COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Landon, Moree & Associates, Inc. ("Landon") entered into an Architect/Engineering agreement for services related to Miscellaneous Professional Services for Municipal Marina and Port Projects; and

WHEREAS, this Task Order No. 14-02-LMA/MMP ("Task Order") provides for Landon to provide professional services for the design and bidding phase services pertaining to the new Municipal Marina Transient Dock Facility; and

WHEREAS, this project will support and improve waterside access to downtown and will benefit downtown businesses; and

WHEREAS, funding for this Task Order will require (i) rescissions in the amount of \$140,500 from the Marina Facility Improv FY15 Project (14680) and \$50,000 from the Marina Facility Improv FY16 Project (15121), and (ii) a supplemental appropriation in the amount of \$190,800 from the unappropriated balance of the Marina Capital Projects Fund (4043) to the Marina Transient Docks Project (15358).

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 Task Order No. 14-02-LMA/MMP to the Architect/Engineering agreement between the City of St. Petersburg and Landon, Moree & Associates, Inc. in the amount not to exceed \$168,500 for design and bidding phase services pertaining to the new Municipal Marina Transient Dock Facility.

BE IT FURTHER RESOLVED that the following unencumbered appropriations in the Marina Capital Projects Fund (4043) are rescinded:

Marina Facility Improv FY15 Project (14680)	\$140,800
Marina Facility Improv FY16 Project (15121)	\$ 50,000

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Marina Capital Projects Fund (4043) for FY16 for Task Order No. 14-02-LMA/MMP and engineering project management costs:

<u>Marina Capital Projects Funds (4043)</u>	
Marina Transient Docks Project (15358)	\$190,800

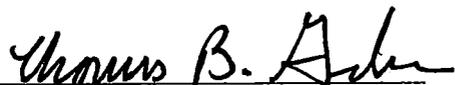
This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department
By: (City Attorney or Designee)

Approved by:



Thomas B. Gibson, P.E.
Engineering & CIP Director



Tom Greene
Budget Director

MEMORANDUM

TO: The Honorable Chair Foster and Members of City Council

FROM: Mayor Rick Kriseman 

DATE: February 18, 2016

RE: Confirmation of Two Reappointments to the South St. Petersburg CRA Citizen Advisory Committee

I respectfully request that City Council confirm the following reappointments to the Citizen Advisory Committee (CAC) for the South St. Petersburg Community Redevelopment Area.

Appointment	Term	Term Ending
Ms. Deborah Figgs-Sanders	3 years	January 31, 2019
Dr. Yvonne Scruggs-Leftwich	3 years	January 31, 2019

For your information, biographies of both members were provided last year to City Council's office when they were originally appointed.

Attachment

cc: Alan DeLisle, City Development Administrator
Dave Goodwin, Director, Planning and Economic Development Department
Nikki Gaskin-Capehart, Director, Urban Affairs Department
Rick D. Smith, CRA Coordinator, Planning and Economic Development Department

Res. No. _____

A RESOLUTION CONFIRMING THE REAPPOINTMENT
OF TWO MEMBERS TO THE CITIZEN ADVISORY
COMMITTEE FOR THE SOUTH ST. PETERSBURG
COMMUNITY REDEVELOPMENT AREA; 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 following appointments to the Citizens Advisory Committee for the South St. Petersburg Community Redevelopment Area with date ending their first term of service:

Appointment	Term	Term Ending
Ms. Deborah Figgs-Sanders	3 years	January 31, 2019
Dr. Yvonne Scruggs-Leftwich	3 years	January 31, 2019

This resolution shall become effective immediately upon its adoption.

Approved as to form and content



City Attorney or Designee

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **February 11, 2016**

COUNCIL DATE: **February 18, 2016**

RE: ***Resolution Requesting Federal Agencies Adopt More Community Supportive States to Sell Foreclosed Properties***

ACTION DESIRED:

Respectfully requesting City Council approve the attached resolution and send to Fannie Mae, Freddie Mac and HUD.

RATIONALE:

The Tampa Bay area has been among the hardest hit by foreclosures since 2008. Fannie Mae, Freddie Mac and HUD continues to engage in “wholesale or buk sales” to investors rather than allowing non-profits and neighbors to acquire and renovate properties. This sharply limits the ability for affordable homeownership.

Attachment

Karl Nurse
Council Member

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA REQUESTING FANNIE MAE, FREDDIE MAC AND THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO INFORM THE CITY COUNCIL OF THE NUMBER OF DELINQUENT MORTGAGES IN ST. PETERSBURG, TO MEET WITH CITY REPRESENTATIVES TO DISCUSS THE POTENTIAL OF SELLING DELINQUENT MORTGAGES TO NON-PROFITS FOR THE PURPOSE OF FORECLOSURE PREVENTION, AND TO REFRAIN FROM SELLING DELINQUENT MORTGAGES TO WALL STREET INVESTORS UNTIL AN ATTEMPT IS MADE TO SELL DELINQUENT MORTGAGES TO NON-PROFITS; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since the beginning of the housing crisis in 2007, some 5 million families have lost their homes to foreclosure which has caused state and local governments to face crippling budget crises; and

WHEREAS, St. Petersburg has experienced a great number of foreclosures which have had a negative social and economic impact on the affected families and neighborhoods as well as the city as a whole; and

WHEREAS, St. Petersburg is facing high rents and a scarcity of affordable housing; and

WHEREAS, Fannie Mae, Freddie Mac and the United States Department of Housing and Urban Development (“HUD”) are selling off pools of delinquent mortgages, most often to private equity firms, hedge funds and other Wall Street entities; and

WHEREAS, certain non-profits have raised the necessary capital to compete in this market and have a track record of success purchasing pools of delinquent mortgages for the purpose of saving homes from foreclosure and creating affordable housing; and

WHEREAS, St. Petersburg has housing funds available but needs help getting current note holders to sell delinquent mortgages.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby requests Fannie Mae, Freddie Mac and HUD to do the following:

- (1) Inform this City Council of the number of mortgages that are more than 90 days delinquent in St. Petersburg; and

- (2) Meet with City representatives to discuss the potential of selling severely delinquent mortgages to non-profits; and
- (3) Refrain from selling any mortgages in St. Petersburg to Wall Street investors until an attempt is made to sell delinquent mortgages to non-profits for the purpose of foreclosure prevention.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to Fannie Mae, Freddie Mac and HUD.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO CONTENT AND FORM

City Attorney (Designee)

00258314

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **February 16, 2016**

COUNCIL DATE: **February 18, 2016**

RE: ***Bike Share Program Update***

ACTION DESIRED:

Respectfully requesting City Council to refer the continued discussion on the Bike Share program which was referred to the Public Services & Infrastructure Committee (PSI) to a workshop. Said workshop would be held on February 25, 2016 @ 9:15 in lieu of the regularly scheduled PSI committee meeting (approved by PSI Chair Kornell).

Jim Kennedy
Council Member, District 8

**ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE**

Committee Report

**February 11, 2016
8:00 a.m. - City Hall Room 100**

Present: Chair James R. "Jim" Kennedy Jr.; Vice Chair Karl Nurse; Councilmembers Charles Gerdes, Darden Rice and Ed Montanari (alternate).

Also: City Attorney, Jacqueline Kovilaritch; City Administrator, Gary Cornwell; Councilmember Lisa Wheeler-Brown; Managing Director City Development Administration, Joe Zeoli; Finance Director, Anne Fritz; City Treasure, Thomas Hoffman; Budget Director, Tom Green; Budget Manager, Denise Labrie and Senior Deputy Clerk, Cathy E. Davis.

Absent: None.

**Support Staff: Robert Coats, Risk Management Analyst, Human Resources
Linda Seufert, Manager Parks and Recreation**

A. Call to Order

Chair Kennedy called the meeting to order at 8:01 a.m. with the above persons present.

B. Approval of Agenda

In connection with the approval of the meeting agenda Councilmember Rice motioned that the agenda be approved with the deletion of approval of the January 28th meeting minutes. All were in favor of the motion. Ayes: Kennedy, Nurse, Gerdes, Rice. Nays. None. Absent. None.

C. Approval of Minutes

In connection with the approval of the January 28th meeting minutes staff liaison Robert Coats informed the committee that the draft minutes had not been distributed prior to the meeting. Chair Kennedy asked that the approval of the minutes be deferred to the next meeting.

D. New/Deferred Business

1. February 11, 2016

a. Debt Financing (Fritz)

Anne Fritz, Finance Director along with Duane Draper of Bryant, Miller and Olive, the City's Bond Council presented a resolution to issue debt to finance the Pier Project and the Pier Approach Project. The debt issuance will include a series A and a series B. Series A is for the Pier Project and Series B is for the Pier Approach Project. The total debt issue is for \$60 million, but when the issuance cost is added the total will equal \$60,680,000. The true interest cost of the debt is 3%. The final maturity will be October 1, 2031. The allocation of the debt will be \$40 million for the Pier and \$20 million for the Pier Approach.

Following discussion and questions by Councilmembers a motion was made to accept the resolution, and it was passed unanimously.

b. 1st Quarter Financial Report (Fritz, Greene)

Anne Fritz, Finance Director and Tom Greene, Budget Director presented the First Quarter

Financial report for Fiscal Year 2016. The presentation consisted of an investment report, a debt report, a pension report, the Weeki Wachee Report, and a budget report.

The City managed portfolios include Short Term Portfolio, Debt Service Portfolio, Core Portfolio, Bond Proceeds Portfolio, Water Cost Stabilization Portfolio, and City Alternative Investment Policy. The City has two externally managed funds which are most often referred to as the Weeki Wachee Funds.

Ms. Fritz reported that the current amortized book value of all of the City's holdings governed by the City's Investment Policy (general) is \$457.5 million and the corresponding market value is \$457.1 million with an unrealized loss of \$355 thousand. Included in the calculation of the unrealized loss is the market value loss relating to the Columbia Strategic Cash holdings of \$281,000. Without the Columbia Strategic cash holdings the City managed portfolio is reporting a \$74 thousand unrealized loss.

When all sources of interest income earnings are combined for the twelve months ended December 31, 2015 the City's investment earnings were \$5.9 million, for an average return of 1.36%.

During the current quarter there were maturities of instruments held for the face amount of \$31.9 million; instruments called for face amounted to \$17.5 million. Instruments purchased during the current quarter totaled \$60.4 million.

The City's Alternative Investment Holdings have a current amortized book value of \$38.5 million with a corresponding market value of \$37.1 million and a total unrealized gain of \$1.2 million.

General and Alternative Investment Policies combined is \$493.4 million and the market value is \$494.2 million with a total unrealized gain of \$860 thousand.

The debt report summarized information regarding significant general government debt and enterprise debt outstanding as of December 31, 2015. The principle and interest were described in graphs presented with the presentation. (Please refer to the back ups)

Most debt is contained within enterprise debt, and most relates to water resources. The Enterprise Debt Service---Future Funding Sources graph and supporting schedule as of December 31, 2015 provided a summary of future funding sources available for enterprise debt outstanding as of December 31, 2015 for fiscal years 2017 and beyond.

Both the General Governmental Debt Service Principal and Interest and Interest graph and the Enterprise Debt Service principal and Interest graph provide a summary of future debt principal and interest due for fiscal years 2017 and beyond.

Future funding sources and principle and interest of general governmental debt and enterprise are subject to change upon new issuances of debt.

During the current quarter all three pension funds, ERS, Fire, and Police continue to show positive results in the percentage funded. The solvency tests compare the latest actuarial valuation figures (October 1, 2014) to the current market value of the pension assets at December 31, 2015 and 2014.

The Weeki Wachee fund is money managed externally by Alliance Bernstein and Marco Investments. They were funded with approximately \$14.4 million of reserve funds. The equities Manager (alliance Bernstein) at December 31, 2015 reports a market value gain of 20.08% over amortized book value. The fixed income manager (Marco Investments) at

December 31, 2015 reports a market value that is slightly less (-.08%) than the amortized book value.

During the reporting period for the year, the fund has received interest and dividend income earnings of \$29,624 and realized and unrealized investment gain of \$629,205.

Tom Greene, Budget and Management Director, presented the Budget Report. Mr. Greene noted that there were key occurrences during FY2015 that affect current budget report. They are as follows:

1. **BP Settlement**--6.228 million is included in the General Fund beginning balance of \$23.652 million
2. **Preservation Fund**—beginning fund balance is \$973,000. These resources will be used during FY16 to purchase the lands adjacent to Boyd Hill.
3. **During FY15/FY16 Budget Reconciliation (clean up) net new expenditures of \$1.4 million (from FY15 operating surplus of \$1.678 million) were added to the FY16 budget throwing it off balance.**

It was reported that based on first quarter actual performance and projections over the balance of the year General Fund revenue collections are estimated to be \$225.855 million compared to estimated total expenditures of \$229.339 million. The total estimated expenditures of \$229.339 million includes \$1.745 million of FY15 encumbrances which have already been accounted for in the FY16 beginning General Fund balance. The net result when comparing estimated General Fund revenue and expenses is a projected operating loss of \$1.739 million. If these projects hold for the remainder of the fiscal year the fund balances of the General Fund Group of Funds at year end would be \$53.290 million which will exceed the 20% target of \$45.105 million. Additionally, for FY16 the core General Fund target of 5% equates to \$11.211 million and it is projected that at the end of FY16 the core General Fund will have a balance of \$21.913 which will exceed the target.

If the \$6.228 from the BP Settlement and the \$973,000 in the Preservation Reserve Fund is expended during FY16, the General Fund Group of Funds will have an estimated balance of \$46.047 million. The core General fund will have an estimated balance of 15.685 million. Using these assumptions both targets will be met and exceeded.

E. Continued Business

F. Upcoming Meetings Agenda Tentative Issues

1. February 25, 2016

- a. **Promoting a form of democracy that will support small, local campaign contributions during City elections. (Wolfgram)**
 - b. **2016 1st Quarter Grant Writer's Report (Ojah-Maharaj)**
-

2. March 10, 2016

a. FY15 External Financial Audit Report (Fritz)

b. Property Insurance Renewal (Guella)

3. March 17, 2016

a. External Audit Services RFP Evaluation and Short Listing

G. New Business Item Referrals

H. Adjournment

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2015-400 ADOPTED ON SEPTEMBER 3, 2015; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$50,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF PUBLIC SERVICE TAX REVENUE BONDS, SERIES 2016A FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COSTS OF THE PIER PROJECT DESCRIBED HEREIN AND THE ISSUANCE OF NOT TO EXCEED \$23,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF PUBLIC SERVICE TAX REVENUE BONDS, SERIES 2016B FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COSTS OF THE PIER APPROACH PROJECT DESCRIBED HEREIN; AUTHORIZING A COMPETITIVE BID AND APPROVING THE FORM OF THE OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE PERTAINING TO SUCH BONDS; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN RESPONSIBILITIES WITH RESPECT TO THE NOTICE, BIDDING AND SALE OF THE BONDS; APPROVING THE FORM OF THE PRELIMINARY OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT AND REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT AND REGISTRAR AND PAYING AGENT AGREEMENT; APPOINTING A PAYING AGENT AND REGISTRAR; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of St. Petersburg, Florida (the "Issuer") has, by Resolution No. 2015-400 adopted on September 3, 2015 (the "Master Resolution" and, as supplemented hereby, the "Resolution"), authorized the issuance of not to exceed \$50,000,000 in aggregate principal amount of City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") for the purpose of financing, refinancing and/or reimbursing the Costs of any design and the planning, site preparation, acquisition, installation, construction and equipping of a City owned municipal pier (commonly referred to as the Pier Project) and the issuance of not to exceed \$23,000,000 in aggregate principal amount of City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016B Bonds (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Series 2016 Bonds") for the financing, refinancing and/or reimbursing the Costs of any design and the planning, site preparation, acquisition, installation, construction and equipping of capital projects designed to integrate the Pier Project with the surrounding downtown environment (commonly referred to as the Pier Approach Project); and

WHEREAS, the City Council has now determined to issue the Series 2016A Bonds and the Series 2016B Bonds; and

WHEREAS, the Series 2016A Bonds are being issued to (i) finance, refinance and/or reimburse all or a portion of the Costs of the Pier Project, (ii) make a deposit into the appropriate subaccount in the Reserve Account, if applicable, and (iii) pay certain costs of issuance incurred with respect to the Series 2016A Bonds; and

WHEREAS, the Series 2016B Bonds are being issued to (i) finance, refinance and/or reimburse all or a portion of the Costs of the Pier Approach Project, (ii) make a deposit into the appropriate subaccount in the Reserve Account, if applicable, and (iii) pay certain costs of issuance incurred with respect to the Series 2016B Bonds; and

WHEREAS, the Issuer has determined it to be in its best interest and to serve a paramount public purpose to provide in this Resolution for the issuance of the Series 2016 Bonds for the purposes heretofore stated, and this resolution shall constitute a Supplemental Resolution for purposes of the Master Resolution; and

WHEREAS, the Series 2016 Bonds will be secured by a lien on the Pledged Funds and, upon issuance of the Series 2016 Bonds, the Pledged Funds will not be pledged or encumbered in any manner; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to provide for the sale by competitive bid of the Series 2016 Bonds, maturing and bearing interest, having such redemption features and such other terms as set forth herein and in the Summary Notice of Sale and Official Notice of Sale attached hereto as Exhibit A, and the bid proposal of the lowest bidder or bidders selected on a subsequent date pursuant to the terms hereof; and

WHEREAS, in an effort to encourage a significant number of bidders for the Series 2016 Bonds to participate and in order to take advantage of technological developments in the electronic sale of bonds, the competitive sale of the Series 2016 Bonds shall be conducted via the Parity System or such other system of electronic bid submittal under the direction of the Financial Advisor; and

WHEREAS, because the Issuer desires to sell the Series 2016 Bonds at the most advantageous time, the Issuer hereby delegates to the Mayor the authority to award the sale of the Series 2016 Bonds to the lowest bidder or bidders in accordance with the Official Notice of Sale based upon the parameters set forth herein; and

WHEREAS, in connection with the offering and sale of the Series 2016 Bonds, the Issuer desires to approve the distribution of the Preliminary Official Statement, the form of which is attached hereto as Exhibit B, and delegate to (i) the Mayor the authority to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and (ii) the Mayor and Finance Director to execute and deliver a final Official Statement with respect to the Series 2016 Bonds (the "Official Statement"); and

WHEREAS, the Issuer desires to appoint U.S. Bank National Association, Orlando, Florida as bond registrar and paying agent with respect to the Series 2016 Bonds (the "Registrar and Paying Agent") and approve the form of and authorize the execution and delivery of a Registrar and Paying Agent Agreement, the form of which is attached hereto as Exhibit C (the "Registrar and Paying Agent Agreement"); and

WHEREAS, in connection with its continuing disclosure obligations under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Issuer desires to approve the form of, and authorize the execution and delivery of, a Disclosure Dissemination Agent Agreement, the form of which is attached hereto as Exhibit D (the "Disclosure Dissemination Agent Agreement"); and

WHEREAS, the Issuer and the Community Redevelopment Agency of the Issuer (the "Agency") have determined that the most cost effective and timely manner in which to finance certain capital projects identified in the Intown Redevelopment Plan, as amended from time to time with respect to the Intown Redevelopment Area of the Agency, is to have the Issuer incur debt, including without limitation the Series 2016 Bonds, and use the proceeds thereof to pay for such capital projects, including without limitation the Pier Project and the Pier Approach Project, such debt service to be fully reimbursed by the Agency, thereby maximizing the use of tax increment revenues to be received to construct a larger, more costly capital project more quickly; and

WHEREAS, the Issuer now desires to enter into an Interlocal Agreement (the "Interlocal Agreement") between the Issuer and the Agency, the form of which is attached hereto as Exhibit E, to evidence the Agency's repayment obligations; and

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

SECTION 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and the Master Resolution.

SECTION 2. Definitions. All references to the Series 2016A Bonds, the Series 2016B Bonds, and the Series 2016 Bonds hereunder have the same meanings as the respective terms Series 2015A Bonds, the Series 2015B Bonds, and the Series 2015 Bonds under the Master Resolution, and have been changed to reflect the calendar year of delivery, as contemplated in Section 2.02 of the Master Resolution. All capitalized undefined terms shall have the meaning ascribed thereto in the Master Resolution or the whereas clauses above. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this Section. Words importing singular number shall include plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Certificate of Mayor and Finance Director" means the certificate, the form of which is attached hereto as Exhibit E.

"Interlocal Agreement" means the Interlocal Agreement, the form of which is attached hereto as Exhibit F between the Issuer and the Agency.

"Original Purchaser" means the winning bidder or bidders on the sale of the Series 2016 Bonds pursuant to the conditions set forth in Section 4 hereof. Notwithstanding anything herein to the contrary, the Original Purchaser for the Series 2016A Bonds can be the same or different than the Original Purchaser of the Series 2016B Bonds.

"Parity System" means the Parity electronic competitive bidding system.

SECTION 3. Approval of Issuance of Series 2016 Bonds; Terms of Series 2016 Bonds. Subject to the parameters Section 4(B) hereof, the Issuer hereby delegates to the Mayor the authority to determine the final terms of the Series 2016 Bonds, based upon the advice of the Financial Advisor, including (i) the dated date, (ii) the principal amount and whether the Series 2016 Bonds shall be issued as Serial Bonds and/or Term Bonds, (iii) the maturity dates and amounts, (iv) the interest rates, prices and yields, and Interest Dates, (v) the optional redemption features, if any, (vi) the Amortization Installments and other mandatory redemption features, if any, (vii) the sale date and the delivery date, (viii) all other details of the Series 2016 Bonds, and to take such further action as shall be required for carrying out the purposes of this resolution all with respect to the Series 2016 Bonds. All covenants contained in the Master Resolution with respect to the Bonds shall be applicable to the Series 2016 Bonds.

SECTION 4. Summary Notice of Sale and Official Notice of Sale; Delegated Award.

(A) The Issuer hereby approves the forms of each of the Summary Notice of Sale and the Official Notice of Sale attached hereto as Exhibit A, each made a part hereof as if

set forth herein in their entirety, subject to such modifications, amendments, changes and filling of blanks therein as shall be approved by the Mayor. The Issuer hereby authorizes the newspaper publication of the Summary Notice of Sale pursuant to the requirements of law, and the distribution of the Official Notice of Sale based on the advice of the Financial Advisor.

(B) Subject to full satisfaction of the conditions set forth in Section 2.02 of the Master Resolution and in this subparagraph (B) of this Section 4, the Issuer hereby authorizes a delegated award of the Series 2016 Bonds to the successful bidder or bidders in accordance with the terms of the Official Notice of Sale and the bid of the successful bidder or bidders, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Mayor in accordance with the provisions of the Official Notice of Sale.

The bid of the successful bidder to purchase the Series 2016A Bonds shall not be accepted by the Issuer until such time as the Issuer is in receipt of a properly delivered bid to purchase such Series 2016A Bonds by the successful bidder, as adjusted as permitted in the Official Notice of Sale, said offer to provide for, among other things, (i) the issuance of not exceeding \$50,000,000 aggregate principal amount of Series 2016A Bonds, (iii) a true interest cost rate on the Series 2016A Bonds of not more than 5.00%, (iv) a final maturity of the Series 2016A Bonds not being later than October 1, 2031, (v) a purchase price (defined to mean original principal amount of the Series 2016A Bonds plus any related original issue premium less any related original issue discount less a related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2016A Bonds plus accrued interest, if any, and (vi) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the Series 2016A Bonds.

The bid of the successful bidder to purchase the Series 2016B Bonds shall not be accepted by the Issuer until such time as the Issuer is in receipt of a properly delivered bid to purchase such Series 2016B Bonds by the successful bidder, as adjusted as permitted in the Official Notice of Sale, said offer to provide for, among other things, (i) the issuance of not exceeding \$23,000,000 aggregate principal amount of Series 2016B Bonds, (iii) a true interest cost rate on the Series 2016B Bonds of not more than 5.00%, (iv) a final maturity of the Series 2016B Bonds not being later than October 1, 2031, (v) a purchase price (defined to mean original principal amount of the Series 2016B Bonds plus any related original issue premium less any related original issue discount less a related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2016B Bonds plus accrued interest, if any, and (vi) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the Series 2016B Bonds.

The award of the Series 2016A Bonds and the Series 2016B Bonds to the lowest bidder or bidders and establishment of the final pricing terms and conditions shall be evidenced by the delivery of a Certificate of Mayor and Finance Director to the Clerk, the form of which is attached hereto as Exhibit E.

SECTION 5. Authorization of Series 2016 Bonds. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Public Service Tax Revenue Bonds, Series 2016A" are authorized to be issued in the aggregate principal amount of not to exceed

\$50,000,000 and "Public Service Tax Revenue Bonds, Series 2016B" are authorized to be issued in the aggregate principal amount of not to exceed \$23,000,000.

SECTION 6. Book Entry System. The Issuer has previously executed a blanket letter of representation dated September 18, 1997 (the "Letter of Representation") with The Depository Trust Company ("DTC"). It is intended that the Series 2016 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation. The Series 2016 Bonds shall be initially issued in the form of a single fully registered Series 2016 Bond for each maturity of each Series. Upon initial issuance, the ownership of such Series 2016 Bonds shall be registered by the Registrar and Paying Agent in the name of Cede & Co., as nominee for DTC. With respect to Series 2016 Bonds registered by the Registrar and Paying Agent in the name of Cede & Co., as nominee of DTC, the Issuer and the Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2016 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2016 Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer and the Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2016 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond as shown in the bond register, of any notice with respect to the Series 2016 Bonds, including any notice of redemption, if applicable, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2016 Bond as shown in the bond register, of any amount with respect to principal of, premium, if any, or interest on, if applicable, the Series 2016 Bonds. No person other than a registered owner of a Series 2016 Bond as shown in the bond register shall receive a Series 2016 Bond certificate with respect to any Series 2016 Bond. Upon delivery by DTC to the Registrar and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2016 Bonds appearing as registered owners in the registration books maintained by the Registrar and Paying Agent at the close of business on a regular record date, the name "Cede & Co." in this resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation, (b) the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the Letter of Representation shall be terminated for any reason or (c) the Issuer determines that it is in the best interest of the beneficial owners of the Series 2016 Bonds that they be able to obtain certificated Series 2016 Bonds, the Issuer shall notify DTC of the availability through DTC of Series 2016 Bond certificates and the Series 2016 Bonds shall no longer be restricted to being registered in the bond register in the name of Cede & Co., as nominee of DTC, but only in accordance with the Letter of Representation. At that time, the Issuer may determine that the Series 2016 Bonds shall be registered in the name of and deposited with a successor depository operating a universal

book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the Series 2016 Bonds may be registered in whatever name or names registered owners of Series 2016 Bonds transferring or changing Series 2016 Bonds designate, in accordance with the provisions hereof. Notwithstanding any other provision of the Resolution to the contrary, so long as any Series 2016 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on, if applicable, such Series 2016 Bond and all notices with respect to such Series 2016 Bond shall be made and given, respectively, in the manner provided in the Letter of Representation.

As long as any Series 2016 Bonds are outstanding in book-entry form, the provisions of the Resolution inconsistent with such system of book-entry registration shall not be applicable to such Series 2016 Bonds, and the Issuer covenants to cause adequate records to be kept with respect to the ownership of any Series 2016 Bonds issued in book-entry form or the beneficial ownership of Series 2016 Bonds issued in the name of a nominee.

SECTION 7. Application of Series 2016 Bond Proceeds. The proceeds, including any accrued interest received from the sale of the Series 2016 Bonds, shall be applied by the Issuer as follows:

A. The proceeds of the Series 2016A Bonds shall be deposited as follows:

1. Accrued interest, if any, shall be deposited in the Interest Account in the Debt Service Fund, and shall be used only for the purpose of paying interest becoming due on the Series 2016A Bonds.

2. To the extent not reimbursed therefor by the Original Purchaser of the Series 2016A Bonds, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2016A Bonds.

3. The Issuer shall deposit to the Series 2016 Subaccount, hereafter created, in the Reserve Account, a sum equal to the portion of the applicable Reserve Account Requirement to be satisfied with proceeds of the Series 2016A Bonds, to be determined in writing by the Mayor in accordance with the provisions in the Resolution.

4. The balance of said proceeds shall be deposited in the "Series 2016A Construction Account" in the Construction Fund, which is hereby created, to be used to pay all or a portion of the Costs of the Pier Project.

B. The proceeds of the Series 2016B Bonds shall be deposited as follows:

1. Accrued interest, if any, shall be deposited in the Interest Account in the Debt Service Fund, and shall be used only for the purpose of paying interest becoming due on the Series 2016B Bonds.

2. To the extent not reimbursed therefor by the Original Purchaser of the Series 2016B Bonds, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2016B Bonds.

3. The Issuer shall deposit to the Series 2016 Subaccount, hereafter created, in the Reserve Account, a sum equal to the portion of the applicable Reserve Account Requirement to be satisfied with proceeds of the Series 2016B Bonds, to be determined in writing by the Mayor in accordance with the provisions in the Resolution.

4. The balance of said proceeds shall be deposited in the "Series 2016B Construction Account" in the Construction Fund, which is hereby created, to be used to pay all or a portion of the Costs of the Pier Approach Project.

SECTION 8. Series 2016 Subaccount in the Reserve Account. The Issuer hereby establishes the Series 2016 Subaccount in the Reserve Account. The Issuer hereby determines that the Series 2016 Subaccount in the Reserve Account shall secure the Series 2016 Bonds, and may secure Additional Bonds in the future, only if designated to be secured thereby. The Finance Director shall determine in writing the amount of the Reserve Account Requirement applicable to the Series 2016 Subaccount in the Reserve Account in accordance with the provisions of the Resolution, based upon the advice of the Financial Advisor, which the Finance Director may determine in writing to be \$0. The Issuer may alternatively establish a subaccount or subaccounts in the Reserve Account to secure such Additional Bonds, with details to be established in the Supplemental Resolution which authorizes such Additional Bonds.

SECTION 9. Approval of Distribution of Preliminary Official Statement and Authorization of Final Official Statement. The preparation and distribution of the Preliminary Official Statement relating to the Series 2016 Bonds, in the form attached hereto as Exhibit B, is hereby approved and authorized. The Finance Director is hereby authorized to execute and deliver a certificate of the Issuer which deems such Preliminary Official Statement "final" within the contemplation of the Rule. Such Preliminary Official Statement is hereby authorized to be used and distributed in connection with the sale and marketing of the Series 2016 Bonds. The distribution of the final Official Statement relating to the Series 2016 Bonds is hereby authorized, and the execution and delivery of such Official Statement by the Mayor and Finance Director is hereby authorized, which execution and delivery shall constitute complete evidence of the approval of such final Official Statement by the Issuer.

SECTION 10. Appointment of Registrar and Paying Agent; Authorization of Execution and Delivery of Registrar and Paying Agent Agreement. U.S. Bank National Association is hereby appointed to serve as Registrar and Paying Agent with respect to the Series 2016 Bonds. The Registrar and Paying Agent shall perform such duties as are more fully described in the Resolution and the Registrar and Paying Agent Agreement, in the form attached hereto as Exhibit C, to be entered into with the Issuer in connection with the Series 2016 Bonds.

The Registrar and Paying Agent shall fulfill such functions with respect to the Registrar and Paying Agent Agreement until a qualified successor shall have been designated by the Issuer and accepts such duties, such designation to be subject to written notice to the Registrar

and Paying Agent, or until the Series 2016 Bonds have been paid in full pursuant to the Resolution.

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

SECTION 11. Continuing Disclosure; Authorization of Execution and Delivery of Disclosure Dissemination Agent Agreement. The Issuer hereby covenants and agrees that, in order to assist the respective Original Purchaser or Purchasers in complying with the continuing disclosure requirements of the Rule with respect to the Series 2016 Bonds, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the Issuer prior to the time the Issuer delivers the Series 2016 Bonds to the respective Original Purchaser or Purchasers, as may be amended from time to time in accordance with the terms thereof. The form of the Disclosure Dissemination Agent Agreement, attached hereto as Exhibit D is hereby approved, all of the provisions of which, when executed and delivered by the Issuer as authorized herein shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an event of default under the Resolution. However, the Disclosure Dissemination Agent Agreement shall be enforceable by the holders of the Series 2016 Bonds in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a holder of the Series 2016 Bonds to the Issuer that a breach exists. Any rights of the holders of the Series 2016 Bonds to enforce the provisions of this covenant shall be on behalf of all holders of Series 2016 Bonds and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

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

SECTION 12. Approval of Interlocal Agreement. The Interlocal Agreement in the form set forth in Exhibit F attached hereto, is hereby approved, together with such non-material changes as shall be approved by the Issuer, such approval to be conclusively evidenced by the execution thereof by the Issuer. The Interlocal Agreement shall be executed on behalf of the Issuer with the manual signature of the Mayor and the official seal of the Issuer, be attested with the manual signature of the Clerk and be approved as to form and legality by the City Attorney.

SECTION 13. No Personal Liability. Neither the members of the City Council nor any person executing the Series 2016 Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 14. General Authority. The Mayor, the Finance Director, the Clerk,

the City Attorney and any other proper officials of the Issuer are hereby authorized to do all acts and things required of them by this resolution, the Master Resolution, the Series 2016 Bonds, or any other agreement or contract relating to the Series 2016 Bonds, or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete performance of all the terms, covenants and agreements contained in any of the foregoing and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments, including without limitation tax returns, non-arbitrage certificates, and various other certificates, and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby. In case any one or more of the officers who shall have signed or sealed any documents or instruments authorized hereunder shall cease to be such officer of the Issuer before they are actually delivered, such documents or instruments may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed them had not ceased to hold such office.

SECTION 15. Severability and Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof or of the Series 2016 Bonds.

SECTION 16. No Third Party Beneficiaries. Except such other Persons as may be expressly described in the Resolution or in the Series 2016 Bonds, nothing in the Resolution or in the Series 2016 Bonds, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer or the holders of the Series 2016 Bonds, any right, remedy or claim, legal or equitable, under and by reason of the Resolution or of the Series 2016 Bonds, or any provisions thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer or the Persons who shall from time to time be the holders of the Series 2016 Bonds.

SECTION 17. Superseding of Inconsistent Resolutions; Master Resolution to Continue in Force. All prior resolutions of the Issuer inconsistent with the provisions of the Master Resolution are hereby superseded to conform with the provisions herein contained and, except as otherwise superseded hereby, the Master Resolution shall remain in full force and effect.

[Remainder of page intentionally left blank]

SECTION 18. Effective Date. This Resolution shall become effective upon its adoption.

LEGAL:

DEPARTMENT:

EXHIBIT A

Form of Official Notice of Sale and Summary Notice of Sale

OFFICIAL NOTICE OF SALE

Dated: March __, 2016

CITY OF ST. PETERSBURG, FLORIDA

\$ _____ *

Public Service Tax Revenue Bonds, Series 2016A

\$ _____ *

Public Service Tax Revenue Bonds, Series 2016B

The Public Service Tax Revenue Bonds, Series 2016A (the "2016A Bonds") and Public Service Tax Revenue Bonds, Series 2016B (the "2016B Bonds" and collectively with the 2016A Bonds, the "2016 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the City of St. Petersburg, Florida (the "City") for the purchase of the 2016 Bonds via the Parity Electronic Bid Submission System ("Parity") in the manner described below. Bids for the 2016A Bonds will be received until 10:30 a.m. eastern time, on _____, _____, 2016 and bids for the 2016B Bonds will be received until 11:00 a.m. eastern time, on _____, _____, 2016 or on such other dates and/or times as may be established by the Director of Finance of the City or her designee no less than ten (10) days after the date of publication of this notice and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at (212) 849-5021. The use of Parity shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto. Only bids submitted through Parity will be considered. No telephone, telefax, telegraph, mail, courier delivery or personal delivery bids will be accepted.

BOND DETAILS

The description of the 2016 Bonds, the purpose thereof and the security therefore, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosure made in the Preliminary Official Statement. See "Disclosure Information" herein. The 2016 Bonds will be initially issued in the form of a single fully registered 2016 Bond for each maturity of each series. Upon initial issuance, the ownership of each such 2016 Bond will be registered in the registration books kept by the Bond Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). The 2016 Bonds are to be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof. Interest on the 2016 Bonds shall be payable by check or draft mailed to the Registered Owners at their addresses as they appear on the registration books of the City maintained by the Bond Registrar; however, in the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of 2016 Bonds, upon written request of such Registered Owner to the Bond Registrar ten (10) days prior to the Record Date relating to such Interest Payment Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer, at the expense of the Registered Owner.

* Preliminary, subject to adjustment as provided herein

The 2016 Bonds will be dated their date of delivery (expected to be March __, 2016) or such other date as may be communicated by Thomson Municipal Market Monitor not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on October 1, 2016, and on each October 1 and April 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

**MATURITY SCHEDULE
FOR THE 2016A BONDS**

Maturity (Oct 1)	Principal Amount*	Maturity (Oct 1)	Principal Amount*
2016		2024	
2017		2025	
2018		2026**	
2019		2027**	
2020		2028**	
2021		2029**	
2022		2030**	
2023		2031**	

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

**MATURITY SCHEDULE
FOR THE 2016B BONDS**

Maturity (Oct 1)	Principal Amount*	Maturity (Oct 1)	Principal Amount*
2016		2024	
2017		2025	
2018		2026**	
2019		2027**	
2020		2028**	
2021		2029**	
2022		2030**	
2023		2031**	

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

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

"Adjustment of Principal Amounts" below.))

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2016 Bonds will be US Bank, National Association.

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedules") represents an estimate of the principal amount and maturities of the 2016 Bonds that will be sold. The City reserves the right to change the Initial Maturity Schedules by announcing any such change not later than 4:00 p.m., Eastern Time, on the date immediately preceding the date set for receipt of bids, through Thomson Municipal Market Monitor. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for the Official Bid Form.

Furthermore, if after final computation of the bids, the City determines in its sole discretion that the funds necessary to accomplish the purpose of the 2016 Bonds are more or less than the proceeds of the sale of all of the 2016 Bonds, the City reserves the right to increase or decrease the aggregate principal amount, by no more than 15% of the principal amounts for the 2016 Bonds stated on the cover of the Preliminary Official Statement and reserves the right to increase or decrease the principal amount by no more than 15% within a given maturity of the 2016 Bonds (to be rounded to the nearest \$5,000), or by such other amount as approved by the winning bidders.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2016 Bonds, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the 2016 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the 2016 Bonds, without taking into account any adjustment in the amount of 2016 Bonds pursuant to this paragraph.

REDEMPTION PROVISIONS

The 2016 Bonds that mature on or before October 1, 20__ are not subject to redemption prior to their maturities.

The 2016 Bonds that mature on or after October 1, 20__, are subject to redemption beginning October 1, 20__ in whole or in part at any time, in any order of maturities at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

TERM BOND OPTION

Any bidder may, at its option, specify that the maturities of the 2016 Bonds maturing after October 1, 20__ will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of the 2016 Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on October 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "BOND DETAILS," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

AUTHORITY AND PURPOSE

The 2016 Bonds are being issued pursuant to Resolution No. 2015-400 duly adopted by the City Council of the City on September 3, 2015, as amended by Resolution No. 2016-__ duly adopted by the City Council of the City on February __, 2016 (collectively, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 163, Part III, Florida Statutes, if applicable, Chapter 166, Florida Statutes, Chapter 17, Article II of the municipal Charter of the City, and other applicable provisions of law (collectively, the "Act").

The proceeds of the 2016 Bonds are being used to (i) acquire, construct and erect the 2016 Project (as more fully described in the Preliminary Official Statement), (ii) to make a deposit into the Reserve Account, and (iii) to pay certain costs of issuance of the 2016 Bonds.

SECURITY

The 2016 Bonds and the interest thereon are payable from an irrevocable first lien on the Public Service Tax Revenues. Public Service Tax Revenues are the proceeds from the Public Service Tax levied and imposed by the City pursuant to the Public Service Tax Ordinance and Section 166.231, Florida Statutes, and any successor ordinances or statutory provisions thereto, levied and collected, within the incorporated area of the City, on electricity, fuel oil, metered or bottled gas (natural liquefied petroleum gas or manufactured), water service, and other services. There are currently no other outstanding bonds of the City for which Public Service Tax Revenues have been pledged.

The 2016 Bonds shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of the constitution of Florida, but shall be payable solely from and secured by a lien upon and pledge of the Public Service Tax Revenues as provided in the Resolution. No registered owners shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any real property therein to pay such principal and interest from any other funds of the City except from the Public Service Tax Revenues.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and Fitch Ratings ("Fitch") have assigned their municipal bond ratings of "___" (_____ outlook) and "___" (_____ outlook), respectively, to the 2016 Bonds.

TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the 2016A Bonds. The reoffering price for the 2016A Bonds may not be less than 98% of the principal amount of the 2016A Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be equal to or less than 98% of the principal amount of the 2016A Bonds. The true interest cost for the 2016A Bonds may not exceed 5.00%.

Proposals must be unconditional and for the purchase of all of the 2016B Bonds. The reoffering price for the 2016B Bonds may not be less than 98% of the principal amount of the 2016B Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be equal to or less than 98% of the principal amount of the 2016B Bonds. The true interest cost for the 2016B Bonds may not exceed 5.00%.

The 2016 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2016 Bonds maturing on the same date shall bear the same rate of interest.

The 2016A Bonds will be awarded to the bidder offering to purchase the 2016A Bonds at the lowest annual interest cost computed on a True Interest Cost basis (the "TIC"). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2016A Bonds back to the Net Bond Proceeds (defined as the par amount of the 2016A Bonds, plus any OIP, less any OID and underwriter's discount on the 2016A Bonds calculated on a 30/360 day count basis to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places.

The 2016B Bonds will be awarded to the bidder offering to purchase the 2016B Bonds at the lowest annual interest cost computed on a True Interest Cost basis (the "TIC"). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2016B Bonds back to the Net Bond Proceeds (defined as the par amount of the 2016B Bonds, plus any OIP, less any OID and underwriter's discount on the 2016 Bonds calculated on a

30/360 day count basis to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places.

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

GOOD FAITH DEPOSIT

If the City selects a winning bid, then the successful bidder must submit a "Good Faith Deposit" (the "Deposit") to the City in the form of a wire transfer in the amount of \$_____ for 2016A Bonds and \$_____ for 2016B Bonds not later than 1:00 p.m., Eastern Time on the business day following the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the City to be applied as partial payment for the 2016 Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for the 2016 Bonds purchased. The winning bidder will also be required to execute certain closing documents required by Florida law or required by bond counsel in connection with the delivery of its tax opinion. See "Disclosure; Amendments to Notice of Sale; Notification Obligations of Purchaser" herein.

CUSIP NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the 2016 Bonds, but neither the failure to print such number on any 2016 Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the 2016 Bonds in accordance with their agreement to purchase the 2016 Bonds. All expenses in relation to the printing of CUSIP numbers on the 2016 Bonds shall be paid for by the City; provided, however, that it shall be the responsibility of the successful bidder to timely obtain and pay for the assignment of such CUSIP numbers.

DELIVERY OF THE 2016 BONDS

The City will pay the cost of preparing the 2016 Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2016 Bonds will be made on a date specified by the City via DTC Fast. Delivery of and payment for the 2016 Bonds will be made on or about March __, 2016 through the facilities of DTC in New York, New York, or such other time and place mutually acceptable to the successful bidder and the City. Payment of the full purchase price, less the Deposit, shall be made to the City at the closing, in Federal Reserve Funds of the United States of America, without cost to the City.

The legal opinion of Bryant Miller Olive P.A. ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the 2016 Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2016 Bonds.

There will also be furnished at the time of delivery of the 2016 Bonds, a certificate or certificates of the City (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation of any nature pending or, to the knowledge of the City, threatened, at the time of delivery of the 2016 Bonds, (a) to restrain or enjoin the issuance of the 2016 Bonds or (b) affecting or contesting the validity of the 2016 Bonds, and (c) that the Preliminary Official Statement has been deemed by the City to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (4).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the 2016 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

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

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

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

Prior to delivery of the 2016 Bonds to the successful bidder, the successful bidder shall file with the City a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread, and the amount of any fee,

bonus or gratuity paid in connection with the 2016 Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the City even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2016 Bonds by the City to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the City and Bond Counsel, a certificate verifying information as to the bona fide initial offering prices of the 2016 Bonds to the public and sales of the 2016 Bonds appropriate for determination of the issue price of, and the yield on, the 2016 Bonds under the Internal Revenue Code of 1986, as amended, and such other documentation as and at the time requested by Bond Counsel.

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

Each bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the 2016 Bonds, as set forth in Exhibit A.

OFFICIAL STATEMENT

The City shall furnish at its expense within seven (7) business days after the 2016 Bonds have been awarded to the successful bidders, or at least three (3) business days before closing, whichever is earlier, up to 150 copies of the final Official Statement, which, in the judgment of the financial advisor to the City will permit the successful bidders to comply with applicable SEC and MSRB rules. The successful bidders may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and operating data relating to the System and the 2016 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the 2016 Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

DISCLOSURE INFORMATION

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

CITY OF ST. PETERSBURG, FLORIDA

By: /s/Anne A. Fritz
Finance Director

EXHIBIT A

**2016A BONDS
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE**

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the 2016A Bonds (NOTE: For information purposes only and not a part of the bid):

The City is proposing to issue \$_____ of debt or obligation for the purpose of financing, refinancing and/or reimbursing all or a portion of the costs of the Pier Project. This debt or obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of ____%, total interest paid over the life of the debt or obligation will be \$_____.

The source of repayment or security for this proposal is the Public Service Tax Revenues as described in the Preliminary Official Statement and Official Notice of Sale. Authorizing this debt or obligation will result in _____ of such Public Service Tax Revenues not being available for other services or purposes of the City each year for __ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the 2016A Bonds, except as provided below:

Bidder's Name: _____

By: _____

Title: _____

Date: _____

**2016B BONDS
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE**

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the 2016B Bonds (NOTE: For information purposes only and not a part of the bid):

The City is proposing to issue \$_____ of debt or obligation for the purpose of financing, refinancing and/or reimbursing all or a portion of the costs of the Pier Approach Project. This debt or obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of ____%, total interest paid over the life of the debt or obligation will be \$_____.

The source of repayment or security for this proposal is the Public Service Tax Revenues as described in the Preliminary Official Statement and Official Notice of Sale. Authorizing this debt or obligation will result in _____ of such Public Service Tax Revenues not being available for other services or purposes of the City each year for __ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the 2016B Bonds, except as provided below:

Bidder's Name: _____

By: _____

Title: _____

Date: _____

SUMMARY NOTICE OF SALE

City of St. Petersburg, Florida

\$ _____ *

Public Service Tax Revenue Bonds, Series 2016A

\$ _____ *

Public Service Tax Revenue Bonds, Series 2016B

Bids for the above captioned bonds (the “2016A Bonds” and “2016B Bonds,” collectively referred to herein, the “2016 Bonds”) will be received by the City of St. Petersburg, Florida (the “City”), via the Parity Electronic Bid Submission System (“Parity”). Bids for the 2016A Bonds will be received until 10:30 a.m. eastern time, on _____, _____, 2016 and bids for the 2016B Bonds will be received until 11:00 a.m. eastern time, on _____, _____, 2016 or on such other dates and/or times as may be established by the Director of Finance of the City or her designee no less than ten (10) days after the date of publication of this notice and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received (the “Bid Dates”).

Such bids are to be opened in public at said times and place on said day for the purchase of the 2016 Bonds. The 2016A Bonds are being issued to (i) finance, refinance and/or reimburse all or a portion of the costs of the Pier Project, (ii) make a deposit into the appropriate subaccount in the Reserve Account, if applicable, and (iii) pay certain costs of issuance incurred with respect to the 2016A Bonds. The 2016B Bonds are being issued to (i) finance, refinance and/or reimburse all or a portion of the costs of the Pier Approach Project, (ii) make a deposit into the appropriate subaccount in the Reserve Account, if applicable, and (iii) pay certain costs of issuance incurred with respect to the 2016B Bonds.

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

Electronic copies of the Preliminary Official Statement and the Official Notice of Sale relating to the 2016 Bonds will be available at the website address <http://www.munios.com>. All of such documents should be read in their entirety by prospective purchasers of the 2016 Bonds. Printed, bound copies of the Preliminary Official Statement will be available through the sale date from the City’s financial advisor, Public Financial Management, 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801, telephone 407-406-5760.

City of St. Petersburg, Florida

Anne A. Fritz

Director of Finance

Dated: _____, 2016

*Preliminary, subject to change.

EXHIBIT B

Form of Preliminary Official Statement

DRAFT-4
GrayRobinson, P.A.
February 4, 2016

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE - FULL-BOOK ENTRY

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

In the opinion of Bond Counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the 2016 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the 2016 Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the 2016 Bonds.

CITY OF ST. PETERSBURG, FLORIDA

\$ _____*
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016A**

\$ _____*
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016B**

Dated: Date of Delivery

Due: As Shown on Next Page

The City of St. Petersburg, Florida (the "City") is issuing \$ _____* of its Public Service Tax Revenue Bonds, Series 2016A (the "2016A Bonds") and \$ _____* of its Public Service Tax Revenue Bonds, Series 2016B (the "2016B Bonds" and collectively with the 2016A Bonds, the "2016 Bonds"). The 2016 Bonds are being issued in fully registered form and, when initially issued, will be registered to Cede & Co. as nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of bond certificates. Interest on the 2016 Bonds will be payable semi-annually beginning on October 1, 2016 and on each April 1 and October 1 thereafter.

The 2016 Bonds are subject to optional redemption and may be subject to mandatory redemption as described herein.

The proceeds of the 2016 Bonds are being used to (i) acquire, construct and erect the 2016 Project (as described herein – see "PURPOSE OF THE 2016 BONDS – The 2016 Project") and (ii) to pay certain costs of issuance of the 2016 Bonds.

The 2016 Bonds and the interest thereon are payable from an irrevocable first lien on the Public Service Tax Revenues as described herein (see "SECURITY FOR THE 2016 BONDS"). There are currently no other outstanding bonds of the City for which Public Service Tax Revenues have been pledged.

The 2016 Bonds are being issued pursuant to Resolution No. 2015-400 duly adopted by the City Council of the City on September 3, 2015, as amended by Resolution No. 2016-___ duly adopted by the City Council of the City on February __, 2016 (collectively, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 163, Part III, Florida Statutes, if applicable, Chapter 166, Florida Statutes, the municipal Charter of the City, Chapter 17, Article II of the City Code, and other applicable provisions of law (collectively, the "Act").

Neither the 2016 Bonds nor the interest thereon constitute a general indebtedness of the City within the meaning of any constitutional, statutory or charter provision or limitation. No owner or owners of any 2016 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any real property therein, to pay the 2016 Bonds or the interest thereon.

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

The 2016 Bonds are offered for delivery when, as and if issued by the City and received by the Original Purchasers, subject to the approval of legality by Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the City by Jacqueline M. Kovilaritch, City Attorney, and GrayRobinson, P.A., Tampa, Florida, Special Disclosure Counsel to the City. Public Financial Management, Inc., Orlando, Florida, is serving as Financial Advisor to the City. It is expected that the 2016 Bonds in definitive form will be available for delivery in New York, New York on or about _____, 2016.

ELECTRONIC BIDS FOR THE 2016A BONDS PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY THE CITY UNTIL _____, EASTERN TIME ON _____, _____, 2016, OR SUCH OTHER DATE AS DESCRIBED IN THE OFFICIAL NOTICE OF SALE THROUGH THE PARITY COMPETITIVE BIDDING SYSTEM.

ELECTRONIC BIDS FOR THE 2016B BONDS PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY THE CITY UNTIL _____, EASTERN TIME ON _____, _____, 2016, OR SUCH

This Preliminary Official Statement and any information contained herein are subject to completion and amendment. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

OTHER DATE AS DESCRIBED IN THE OFFICIAL NOTICE OF SALE THROUGH THE PARITY COMPETITIVE BIDDING SYSTEM.

Dated: _____, 2016

*Preliminary, subject to change.

CITY OF ST. PETERSBURG, FLORIDA

\$ _____*
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016A**

\$ _____*
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016B**

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

\$ _____ **2016A Serial Bonds**

Maturity (October 1)*	Amounts*	Interest Rate	Yield	Price	Initial CUSIP Number***
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\$ _____ **2016B Serial Bonds**

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

* Preliminary, subject to adjustment as provided in the Official Notice of Sale.

** Subject to Term Bond Option as described in the "TERM BOND OPTION" in the Official Notice of Sale.

*** CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standards & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the purchasers of the 2016 Bonds. Neither

the City nor the Original Purchasers shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

CITY OF ST. PETERSBURG, FLORIDA

ELECTED OFFICIALS

MAYOR

Richard D. Kriseman

CITY COUNCIL

District 1 – Charles Gerdes

District 2 – James R. Kennedy, Jr.

District 3 – Ed Montanari

District 4 – Darden Rice, Vice Chair

District 5 – Steve Kornell

District 6 – Karl Nurse

District 7 – Lisa Wheeler-Brown

District 8 – Amy Foster, Chair

APPOINTED OFFICIALS

Dr. Kanika Tomalin, Deputy Mayor

Kevin King, Chief of Staff

Gary Cornwell, City Administrator

Jacqueline M. Kovilaritch, City Attorney

Anne A. Fritz, Finance Director

Chandrasasa Srinivasa, City Clerk

BOND COUNSEL

Bryant Miller Olive P.A.

Tampa, Florida

SPECIAL DISCLOSURE COUNSEL

GrayRobinson, P.A.

Tampa, Florida

FINANCIAL ADVISOR

Public Financial Management, Inc.

Orlando, Florida

No dealer, broker, salesman or other person has been authorized to make any representation, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information contained in this Official Statement has been obtained from public documents, records and other sources considered to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the City expressly makes no representation that such estimates, assumptions and opinions will be realized or fulfilled. Any information, estimates, assumptions and matters of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder, shall under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE 2016 BONDS, THE ORIGINAL PURCHASERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH 2016 BONDS AT THE LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2016 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE 2016 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE 2016 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE 2016 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY STATEMENT	1
PURPOSE OF THE 2016 BONDS.....	1
The 2016 Project	2
DESCRIPTION OF THE 2016 BONDS	3
General.....	3
Optional Redemption.....	3
Mandatory Redemption	4
Notice of Redemption.....	4
Redemption of Portions of the 2016 Bonds.....	5
Payment of Redeemed the 2016 Bonds	6
SECURITY FOR THE 2016 BONDS	6
Pledged Revenues	6
Public Service Tax Revenues.....	6
Historical Public Service Tax Revenues	7
2016 Bonds Not a Debt of the City.....	7
BOND SERVICE REQUIREMENTS.....	8
ESTIMATED SOURCES AND USES OF FUNDS	9
FLOW OF FUNDS	9
Operating Fund	9
Investment of Moneys.....	10
COVENANTS	10
Books and Records	10
Annual Audit.....	11
No Impairment.....	11
Collection of Pledged Revenues	11
ADDITIONAL BONDS	11
Subordinated Indebtedness	12
Bond Anticipation Notes.....	12
AMENDMENT OF BOND RESOLUTION	12
FUTURE FINANCINGS	13
INVESTMENT POLICY.....	13
SWAP MANAGEMENT POLICY	13
FINANCIAL STATEMENTS	13
PENSION PLANS AND OTHER POST EMPLOYMENT BENEFITS	13
TAX MATTERS.....	14
General.....	14
Information Reporting and Backup Withholding	15
Other Tax Matters.....	15
Tax Treatment of Original Issue Discount.....	16
Tax Treatment of Bond Premium	16
RATINGS	16
LITIGATION.....	17
ENFORCEABILITY OF REMEDIES	17
CERTAIN LEGAL MATTERS.....	17
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS.....	17
VALIDATION.....	18
ORIGINAL PURCHASERS	18
ADVISORS AND CONSULTANTS	18

CONTINUING DISCLOSURE..... 19
MISCELLANEOUS 19

APPENDICES

APPENDIX A General Description of the City and Selected Statistics
APPENDIX B General Purpose Financial Statements
APPENDIX C The Bond Resolution
APPENDIX D Form of Proposed Bond Counsel Opinion
APPENDIX E Form of Disclosure Dissemination Agent Agreement
APPENDIX F DTC Information

OFFICIAL STATEMENT

CITY OF ST. PETERSBURG, FLORIDA

\$ _____ *
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016A**

\$ _____ *
**PUBLIC SERVICE TAX REVENUE BONDS,
SERIES 2016B**

INTRODUCTORY STATEMENT

The purpose of this Official Statement, which includes the cover page and the Appendices, is to provide information concerning the City of St. Petersburg, Florida (the "City") and the City's \$ _____ * Public Service Tax Revenue Bonds, Series 2016A (the "2016A Bonds") and its \$ _____ * Public Service Tax Revenue Bonds, Series 2016B (the "2016B Bonds" and collectively with the 2016A Bonds, the "2016 Bonds"). Further information about the City is set forth in APPENDIX A – "General Description of the City and Selected Statistics."

The 2016 Bonds are being issued pursuant to Resolution No. 2015-400 duly adopted by the City Council of the City on September 3, 2015, as amended by Resolution No. 2016-___ duly adopted by the City Council of the City on February __, 2016 (collectively, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 163, Part III, Florida Statutes, if applicable, Chapter 166, Florida Statutes, the municipal Charter of the City, Chapter 17, Article II of the City Code, and other applicable provisions of law (collectively, the "Act").

The 2016 Bonds and the interest thereon are payable from an irrevocable first lien on the Public Service Tax Revenues as described herein (see "SECURITY FOR THE 2016 BONDS"). There are currently no other outstanding bonds of the City for which Public Service Tax Revenues have been pledged.

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

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the 2016 Bonds, the security for the payment of the 2016 Bonds, and the rights and obligations of holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the 2016 Bonds.

PURPOSE OF THE 2016 BONDS

The proceeds of the 2016 Bonds are being used to (i) acquire, construct and erect the 2016 Project (as described below) and (ii) to pay certain costs of issuance of the 2016 Bonds.

* Preliminary, subject to change.

The 2016 Project

The 2016 Project includes both the Pier Project and the Pier Approach Project (collectively, the "Pier District") as both are defined in the Bond Resolution.

The "Pier Project" includes the design, planning, site preparation, demolition, acquisition, installation, construction, reconstruction, renovation and/or equipping of the City-owned municipal pier, which may consist of both landside and waterside improvements, for public uses, which may include commercial uses, including without limitation, restaurants, shops, equipment rentals, concession stands, and/or other similar uses, and any other Costs related thereto, in accordance with certain plans on file or to be on file with the City Clerk, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements as approved by the City Council in a Supplemental Resolution in accordance with the Act.

The current estimated cost of the Pier Project is \$40,000,000. Associated Space Design, Inc. ("ASD") was selected by the City after a competitive process as the most qualified firm to provide design and construction administration services for the Pier Project. The City and ASD executed an architect/engineering agreement on July 13, 2015, for ASD to provide design and construction administration services for the Pier Project. Skanska USA Building, Inc. ("Skanska") was selected by the City after a competitive process to be the construction manager at risk for the Pier Project. The City and Skanska executed a construction manager at risk agreement with a guaranteed maximum price on July 13, 2015, for Skanska to provide preconstruction phase services and construction phase services for the Pier Project.

The "Pier Approach Project" includes the design, planning, site preparation, demolition, acquisition, installation, construction, reconstruction, renovation and/or equipping of capital projects designed to integrate the Pier Project with the surrounding downtown environment, including but not limited to the redesign of existing downtown parks; street reconfiguration and streetscaping; and development of the Vinoy Basin area, any portion of which may include, without limitation, pedestrian areas and facilities, an open market, ferry/water taxi facilities, and restaurant/café facilities, and any other Costs related thereto, all in accordance with certain plans on file or to be on file with the City Clerk, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements as approved by the City Council in a Supplemental Resolution in accordance with the Act. The capital projects which comprise the Pier Approach Project will include both public uses and commercial uses, and may include without limitation, restaurants, shops, equipment rentals, concession stands, and/or other similar uses.

The current estimated cost of the Pier Approach Project is \$20,000,000. W Architecture and Landscape Architecture, LLC ("W Architecture") was selected by the City after a competitive process as the most qualified firm to provide design and construction administration services for the Pier Approach Project. The City and W Architecture executed an architect/engineering agreement on _____, 2016 ("W Architecture A/E Agreement") for W Architecture to provide concept design services for the Pier Approach Project. Upon approval of the concept design documents, the City and W Architecture will negotiate an amendment to the W Architecture A/E Agreement for the remaining phases of detailed design, preparation of construction documents and construction administration services. The City has issued a request for proposals for a construction manager at risk with a guaranteed maximum price. The selected construction manager will provide preconstruction phase services and construction phase services for the Pier Approach Project.

DESCRIPTION OF THE 2016 BONDS

General

Principal of, and premium, if any, on the 2016 Bonds are payable at the designated corporate office of the Paying Agent, U.S. Bank National Association, Orlando, Florida, which is also acting as Bond Registrar. The 2016 Bonds will be initially issued in the form of a single fully registered 2016 Bond for each maturity of each series. Upon initial issuance, the ownership of each such 2016 Bond will be registered in the registration books kept by the Bond Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). See APPENDIX F – "DTC Information." The 2016 Bonds will be dated the date of delivery, and will bear interest at the rates and mature in the amounts and at the times set forth on the inside cover page of this Official Statement. The 2016 Bonds are to be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof. Interest will be payable on October 1, 2016, and semiannually thereafter on April 1 and October 1 of each year. Interest on the 2016 Bonds shall be payable by check or draft mailed to the Registered Owners at their addresses as they appear on the registration books of the City maintained by the Bond Registrar or, at the request and expense of a Registered Owner, by bank wire transfer for the account of such Owner.

With respect to 2016 Bonds registered in the name of Cede & Co., as nominee of DTC, neither the City nor the Paying Agent will have any responsibility or obligation to any DTC Participant or to any indirect DTC Participant. See APPENDIX F – "DTC Information" for the definition of "DTC Participant." Without limiting the immediately preceding sentence, neither the City, the Bond Registrar nor the Paying Agent will have any responsibility or obligation with respect to: (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the 2016 Bonds; (ii) the delivery to any DTC Participant or any other person other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2016 Bonds, including any notice of redemption; or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2016 Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2016 Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent will pay all principal of, premium, if any, and interest on the 2016 Bonds only to or upon the order of the respective Registered Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in the Bond Resolution, and all such payments will be valid and effectual to satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the 2016 Bonds to the extent of the sums so paid. No person other than a Registered Owner, as shown in the registration books kept by the Bond Registrar, will receive a certificated Bond evidencing the obligation of the City to make payments of principal of, premium, if any, and interest on the 2016 Bonds pursuant to the provisions of the Bond Resolution.

Optional Redemption

The 2016 Bonds that mature on or before October 1, 20__ are not subject to redemption prior to their maturities. The 2016 Bonds that mature on or after October 1, 20__, are subject to redemption beginning October 1, 20__ in whole or in part at any time, in any order of maturities at the option of the

City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption

The 2016A Bonds maturing on October 1, 20__ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

\$_____ 2016A Term Bonds Due October 1, 20__*
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
_____	_____

*

*Final Maturity.

The 2016B Bonds maturing on October 1, 20__ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

\$_____ 2016B Term Bonds Due October 1, 20__*
Amortization Installments

Mandatory Redemption Date (October 1)	Amount
_____	_____

*

*Final Maturity.

Notice of Redemption

Unless waived by any Holder of the 2016 Bonds to be redeemed, notice of any redemption shall be given by the Registrar on behalf of the City by mailing a copy of an official redemption notice by registered or certified mail at least thirty days and not more than sixty days prior to the date fixed for redemption to each Holder of the 2016 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given to any Holder of the

2016 Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of the 2016 Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

1. the redemption date,
2. the Redemption Price,
3. if less than all Outstanding 2016 Bonds are to be redeemed, the number (and, in the case of a partial redemption of any 2016 Bond, the principal amount) of each 2016 Bond to be redeemed,
4. that, on the redemption date, the Redemption Price will become due and payable upon each such 2016 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
5. that such 2016 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the City shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the 2016 Bonds or portions of the 2016 Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the 2016 Bonds or portions of the 2016 Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such 2016 Bonds or portions of the 2016 Bonds shall cease to bear interest. Upon surrender of such 2016 Bonds for redemption in accordance with said notice, such 2016 Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any 2016 Bond, there shall be prepared for the Holder a new 2016 Bond or 2016 Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed the 2016 Bond. All of the 2016 Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the foregoing or any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the City if expressly set forth in such notice.

Redemption of Portions of the 2016 Bonds

Any 2016 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the City shall execute and the Registrar shall authenticate and deliver to the Holder of such 2016 Bond, without service charge, a new 2016 Bond or 2016 Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the 2016 Bonds so surrendered.

Payment of Redeemed the 2016 Bonds

Notice of redemption having been given substantially as aforesaid, the 2016 Bonds or portions of the 2016 Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such 2016 Bonds or portions of the 2016 Bonds shall cease to bear interest. Upon surrender of such 2016 Bonds for redemption in accordance with said notice, such 2016 Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All of the 2016 Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

SECURITY FOR THE 2016 BONDS

Pledged Revenues

The principal, interest, and other payments required for the 2016 Bonds and any Additional Bonds hereafter issued (collectively the "Bonds") are secured by and payable solely from an irrevocable prior lien upon and pledge of the Public Service Tax Revenues (the "Pledged Revenues").

Public Service Tax Revenues

Public Service Tax Revenues are the proceeds from the Public Service Tax levied and imposed by the City pursuant to the Public Service Tax Ordinance and Section 166.231, Florida Statutes, and any successor ordinances or statutory provisions thereto, levied and collected, within the incorporated area of the City, on electricity, fuel oil, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, and other services.

Florida law authorizes any municipality in the State to levy a Public Service Tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, water service and fuel oil as well as any services competitive with those specifically enumerated. This tax may not exceed 10% of the payments received by the sellers of such services from purchasers (except in the case of fuel oil, for which the maximum tax is four cents per gallon). The purchase of natural gas or fuel oil by a public or private utility either for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines, is exempt from the levy of such tax.

Florida law provides that a municipality may exempt from the Public Service Tax the first 500 kilowatts of electricity per month purchased for residential use; however, the City has not adopted such an exemption. In addition, the City exempts purchases used exclusively for church purposes by any State recognized church.

The Public Service Tax must be collected by the seller from purchasers at the time of sale and remitted to the City.

Historical Public Service Tax Revenues

The following table provides the City's historical collections of Public Service Tax Revenues for Fiscal Years ended September 30, 2006 through 2015.

**CITY OF ST. PETERSBURG, FLORIDA
PUBLIC SERVICE TAX REVENUES
HISTORICAL COLLECTIONS
FISCAL YEARS ENDED SEPTEMBER 30, 2006 THROUGH 2015**

Fiscal Year	Electricity⁽¹⁾	Water	Natural Gas	Propane	Fuel Oil	Total Public Service Tax Revenues
2006	\$18,042,841	\$3,384,717	\$525,273	\$145,702	\$2,489	\$22,101,022
2007	18,064,761	3,397,384	534,338	139,935	2,710	22,139,128
2008	18,375,628	3,474,013	418,924	176,062	1,642	22,446,269
2009	19,250,353	3,408,203	492,985	199,377	2,273	23,353,192
2010	22,432,711	3,443,292	591,453	141,553	3,161	26,612,169
2011	21,113,455	3,574,736	546,154	166,626	-	25,400,972
2012	19,768,164	3,919,251	515,671	178,707	3,144	24,384,936
2013	21,044,031	4,073,773	492,533	144,348	661	25,755,347
2014	22,425,440	4,117,314	579,280	186,646	753	27,309,432
2015	21,616,371	4,384,638	634,379	137,998	829	26,774,215

(1) Public Service Tax Revenues collected from electrical usage tend to fluctuate depending upon seasonal temperature changes.

Source: City of St. Petersburg, Florida.

2016 Bonds Not a Debt of the City

The 2016 Bonds shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and pledge of the Pledged Revenues as provided in the Bond Resolution. No registered owners shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any real property therein to pay such principal and interest from any other funds of the City except from the Pledged Revenues.

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BOND SERVICE REQUIREMENTS

Date (Oct. 1)	2016A Bonds		2016B Bonds		Total 2016 Bonds Debt Service
	Principal	Interest	Principal	Interest	
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
Total					

[Balance of page intentionally left blank.]

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the 2016 Bonds are expected to be applied substantially as follows:

<u>SOURCES</u>	2016A Bonds	2016B Bonds	Total
Principal Amount of 2016 Bonds			
Net Original Issue Premium [Discount]			
Total Sources			
<u>USES</u>			
Deposit to the Construction Fund:			
2016A Account			
2016B Account			
Cost of Issuance ⁽¹⁾			
Total Uses			

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

FLOW OF FUNDS

Operating Fund

Beginning on the date the 2016 Bonds are issued, the City shall deposit Pledged Revenues (only to the extent a sufficient amount is not already on deposit from other legally available revenue sources of the City in amounts sufficient to satisfy all payment obligations under the Bond Resolution) into the Restricted Revenue Account promptly upon receipt thereof. The moneys in the Restricted Revenue Account shall be deposited or credited on or before the 21st day of each month, commencing with the month in which delivery of the 2016 Bonds shall be made to the purchaser or purchasers thereof, or such later date as hereinafter provided, in the following manner and in the following order of priority:

1. Interest Account. The City shall deposit into or credit to the Interest Account the sum which, together with the balance in such Account, shall equal the interest on all Outstanding 2016 Bonds accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Interest Account shall be used to pay interest on the 2016 Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose. The City shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the 2016 Bonds coming due on such Interest Date.

2. Principal Account. Next, the City shall deposit into or credit to the Principal Account the sum which, together with the balance in such Account, shall equal the principal amounts on all Outstanding 2016 Bonds due and unpaid and that portion of the principal next due within one year which would have accrued on said 2016 Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months of thirty days each) in equal amounts from the next preceding principal payment due date, or, if there is no

such preceding principal payment due date, from a date one year preceding the due date of such principal amount. Moneys in the Principal Account shall be used to pay the principal of the 2016 Bonds as and when the same shall mature, and for no other purpose. The City shall adjust the amount of deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on 2016 Bonds becoming due on such principal payment date.

3. Bond Amortization Account. Commencing in the month which is one year prior to any Amortization Installment due date, the City shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in such Account, shall equal the Amortization Installments on all 2016 Bonds Outstanding due and unpaid and that portion of the Amortization Installments of all 2016 Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Amortization Installments were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months having thirty days each) in equal amounts from the next preceding Amortization Installment due date, or, if there is no such preceding Amortization Installment due date, from a date one year preceding the due date of such Amortization Installment. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner provided in the Bond Resolution, and for no other purpose. The City shall adjust the amount of the deposit into the Bond Amortization Account not later than the 21st month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay the Amortization Installments on the 2016 Bonds coming due on such date. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

4. Unrestricted Revenue Account. The balance of any moneys after the deposits required above may be transferred, at the discretion of the City, to the Unrestricted Revenue Account or to any other appropriate fund or account of the City and be used for any lawful purpose.

Investment of Moneys

The Construction Fund, the Restricted Revenue Account and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State and the investment policy of the City. Moneys on deposit in the Construction Fund, the Restricted Revenue Account and the Debt Service Fund the may be invested and reinvested in Permitted Investments maturing no later than the date on which the moneys therein will be needed. Any and all income received by the City from the investment of moneys in each account of the Construction Fund, the Interest Account, the Principal Account, the Bond Amortization Account, the Reserve Account or any subaccounts therein (but only to the extent that the amount therein is less than the applicable Reserve Account Requirement) and the Restricted Revenue Account shall be retained in such respective Fund or Account unless otherwise required by applicable law. To the extent that the amount in the Reserve Account or any subaccounts therein is equal to or greater than the applicable Reserve Account Requirement, any and all income received by the City from the investment of moneys therein shall be transferred, upon receipt, and deposited into the Interest Account.

COVENANTS

Books and Records

The City will keep books and records of the receipt of the Pledged Revenues in accordance with generally accepted accounting principles, and any Holder or Holders of 2016 Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the City relating thereto.

Annual Audit

The City shall, within a reasonable amount of time after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to any Holder or Holders of 2016 Bonds who shall have furnished such Holder's address to the City Clerk and requested in writing that the same be furnished to such Holder. The City shall be permitted to make a reasonable charge for furnishing such audited financial statements. Also see "CONTINUING DISCLOSURE" herein.

No Impairment

As long as there are 2016 Bonds Outstanding hereunder, the pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council.

Collection of Pledged Revenues

The City covenants to do all things necessary on its part to continue the receipt of the Pledged Revenues in compliance with the Act and any successor provision of law governing the same. The City will proceed diligently to perform legally and effectively all steps required on its part to receive the Pledged Revenues and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law.

ADDITIONAL BONDS

No Additional Bonds, payable on a parity with the 2016 Bonds then Outstanding pursuant to the Bond Resolution, shall be issued except upon the following conditions and in the following manner. The City may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing, refinancing and/or reimbursing the Cost of an Additional Project, or the completion thereof or of the Pier Project and/or the Pier Approach Project of the City, or refinancing Subordinate Indebtedness.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) A statement provided by the Finance Director (1) setting forth the amount of the Pledged Revenues which have been received by the City during the most recent Fiscal Year for which audited financial statements are available; and (2) stating that the amount of the Pledged Revenues received during the aforementioned twelve month period equaled at least 1.50 times the Maximum Annual Debt Service of all Bonds then Outstanding including such proposed Additional Bonds with respect to which such statement is made (together with Policy Costs). "Policy Costs" means any repayment or payment obligations due and owing in connection with on any surety bond on deposit in the Reserve Account. In the event the Act is amended to provide for additional Pledged Revenues to be distributed to the City, the City may then for the purpose of determining whether there are sufficient Pledged Revenues to meet the coverage tests specified above, have the Finance Director assume that such additional Pledged Revenues were in effect during the applicable Fiscal Year.

(B) In the event any Additional Bonds are issued for the purpose of refunding any 2016 Bonds then Outstanding, the coverage tests specified above shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of Annual Debt Service on the Outstanding Bonds becoming due in the current Bond Year or in any subsequent Bond Years. The coverage tests specified above shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

Subordinated Indebtedness

The City will not issue any other obligations, except under the conditions and in the manner provided in the Bond Resolution, payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the 2016 Bonds and the interest thereon. The City may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by the Bond Resolution. The City agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

Bond Anticipation Notes

The City may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with the Bond Resolution, as shall be provided by Supplemental Resolution of the City.

AMENDMENT OF BOND RESOLUTION

The City, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in the Bond Resolution or to clarify any matters or questions arising hereunder; to grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders; to add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of the Bond Resolution other conditions, limitations and restrictions thereafter to be observed; to add to the covenants and agreements of the City in the Bond Resolution other covenants and agreements thereafter to be observed by the City or to surrender any right or power herein reserved to or conferred upon the City; to change or modify the description of the Pier Project, the Pier Approach Project or any Additional Project; and to make any other change that, in the reasonable opinion of the City, would not materially adversely affect the security for the Bonds.

Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Bond Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions thereto as shall be deemed necessary or desirable by the City for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Resolution. No Supplemental Resolution may be approved or adopted which shall permit or require (i) an extension of the maturity of the principal of or the payment of the interest on any Bond issued under the Bond Resolution, (ii) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (iii) the creation of a lien upon or a pledge of other than the lien and pledge created by the Bond Resolution which adversely affects any Bondholders, (iv) a preference or priority of any Bond

or Bonds over any other Bond or Bonds, or (v) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution.

FUTURE FINANCINGS

The City does not currently anticipate issuing Additional Bonds and/or Subordinate Indebtedness in the next five Fiscal Years secured by Pledged Revenues.

INVESTMENT POLICY

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

SWAP MANAGEMENT POLICY

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

FINANCIAL STATEMENTS

The general purpose financial statements of the City for the Fiscal Year ended September 30, 2014, included in APPENDIX B to this Official Statement, have been audited by Mayer Hoffman McCann P.C., Clearwater, Florida, Independent Certified Public Accountants, whose report thereon also appears in APPENDIX B. Such financial statements, including the auditor's report, have been included in this Official Statement as public documents and Mayer Hoffman McCann P.C. has not performed any procedures subsequent to the date of its report. The auditors have not performed any services related to, and therefore are not associated with, the preparation of this Official Statement.

PENSION PLANS AND OTHER POST EMPLOYMENT BENEFITS

The City maintains three separate single employer defined benefit retirement systems (General Employees, Police and Fire) covering full-time City employees. For the fiscal year ended September 30, 2014, the City contributed \$13,420,066, \$11,121,987 and \$8,841,331 to the General Employees, Police and Fire retirement systems, respectively. See Note 18 to the City's General Purpose Financial Statements set forth in Appendix B hereto for more information on the City's pension plans and how to obtain additional information on the City's plans.

The City contributes to a defined contribution plan (the "401a Plan"), established by City Ordinance for exempt management employees and employees not covered by a collective bargaining agreement who have waived membership in the General Employees' Retirement System, of which 90 have so chosen. The plan is administered by International City Management Association Retirement Corporation. The 401a Plan participants fully vest upon eligibility to participate. The City contributes to the 401a Plan account for participants at a rate which is approved by City Council. The total City contribution to the 401a Plan for the fiscal year ended September 31, 2014 was \$1,060,651 or 11% of covered payroll.

The City provides a medical benefits plan that it makes available to its retirees. See Note 20 to the City's General Purpose Financial Statements set forth in Appendix B hereto for more information regarding the "post retirement health benefits" plan and the City's actuarial accrued liability thereunder.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance of the 2016 Bonds in order that interest on the 2016 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the 2016 Bonds to be included in federal gross income retroactive to the date of issuance of the 2016 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the 2016 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the 2016 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the 2016 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the 2016 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the 2016 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations; however, interest on the 2016 Bonds may be subject to the federal alternative minimum tax when any 2016 Bond is held by a corporation. The federal alternative minimum taxable income of a corporation must be increased by seventy-five percent (75%) of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (before this adjustment and the alternative tax net operating loss deduction). "Adjusted Current Earnings" will include interest on the 2016 Bonds.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of 2016 Bonds. Prospective purchasers of 2016 Bonds should be aware that the ownership of 2016 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry 2016 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on 2016 Bonds; (iii) the inclusion of interest on 2016 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on 2016 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on 2016 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the 2016 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the 2016 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the 2016 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of 2016 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code, with respect to payments on the 2016 Bonds and proceeds from the sale of 2016 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of 2016 Bonds. This withholding generally applies if the owner of 2016 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the 2016 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the 2016 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the 2016 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the 2016 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2016 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of, the 2016 Bonds.

Prospective purchasers of the 2016 Bonds should consult their own tax advisors as to the tax consequences of owning the 2016 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the 2016 Bonds maturing on October 1, 20__ through October 1, 20__, inclusive (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the 2016 Bonds maturing on October 1, 20__ through October 1, 20__, inclusive (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

RATINGS

Moody's and Fitch Ratings ("Fitch") have assigned their municipal bond ratings of "__" (____ outlook) and "__" (____ outlook), respectively, to the 2016 Bonds. An explanation of the significance of the ratings may be obtained only from Moody's and Fitch. There is no assurance that the ratings will be in effect for any given period of time or that they will not be revised downward, suspended or withdrawn entirely by either Moody's and/or Fitch, if in their, or its judgment, circumstances so warrant. Any such downward revision, suspension or withdrawal of the ratings given the 2016 Bonds may have an adverse effect on the liquidity or market price of the 2016 Bonds.

LITIGATION

In the opinion of the City Attorney or her designee, there is no litigation now pending or threatened (i) to restrain or enjoin the issuance or sale of the 2016 Bonds or (ii) questioning or affecting the validity of the 2016 Bonds, the Bond Resolution or the pledge of the Pledged Revenues by the City or the proceedings for the authorization, sale, execution or delivery of the 2016 Bonds.

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

ENFORCEABILITY OF REMEDIES

The remedies available to the Registered Owners of the 2016 Bonds upon an event of default under the Bond Resolution, are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title II of the United States Code, the remedies specified by the federal bankruptcy code, the Bond Resolution, and the 2016 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2016 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

CERTAIN LEGAL MATTERS

Certain legal matters in connection with the issuance of the 2016 Bonds are subject to the approval of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the 2016 Bonds. The proposed form of Bond Counsel opinion is attached hereto as APPENDIX D and reference is made to such form of opinion for the complete text thereof. Certain legal matters will be passed upon for the City by Jacqueline M. Kovilaritch, City Attorney, or her designee, and GrayRobinson, P.A., Tampa, Florida, Special Disclosure Counsel.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the 2016 Bonds; provided, however, that Bond Counsel will render an opinion to the Original Purchasers of the 2016 Bonds relating to the accuracy of certain statements contained herein under the heading "TAX MATTERS" and certain statements which summarize provisions of the Bond Resolution and the 2016 Bonds, or (2) the compliance with any federal or state securities law with regard to the sale or distribution of the 2016 Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, rules of Government Securities, promulgated by the Florida Department of Banking and Finance, division of Securities, under Section 517.051, Florida Statutes ("Rule 69W-400.003") requires that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). Rule 69W-400.003 further provides that if the City in good faith believes that such disclosures would not

be considered material by a reasonable investor, such disclosures may be omitted. The City is not, and has not since December 31, 1975, been in default as to principal and interest on bonds or other debt obligations for which ad valorem or non-ad valorem revenues of the City are pledged. Pursuant to Rule 69W-400.003, no investigation of possible defaults by conduit issuers of bonds was made by the City because such information is not considered to be material to a reasonable investor of 2016 Bonds as the City is not obligated to pay principal and/or interest on such bonds.

VALIDATION

The 2016 Bonds and any Additional Bonds issued in compliance with the Bond Resolution were validated and confirmed by judgment of the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida rendered on December __, 2015. The validation appeal period expired on January __, 2016.

ORIGINAL PURCHASERS

The 2016A Bonds are being purchased by _____ (the "Original 2016A Purchaser"). The Original 2016A Purchaser has agreed to purchase the 2016A Bonds at an aggregate purchase price of \$_____ (which includes the Original 2016A Purchaser's underwriting discount of \$_____ plus [less] a net original issue premium [discount] of \$_____). The 2016B Bonds are being purchased by _____ (the "Original 2016B Purchaser"). The Original 2016B Purchaser has agreed to purchase the 2016B Bonds at an aggregate purchase price of \$_____ (which includes the Original 2016B Purchaser's underwriting discount of \$_____ plus [less] a net original issue premium [discount] of \$_____).

ADVISORS AND CONSULTANTS

The City has retained certain advisors and consultants in connection with the issuance of the 2016 Bonds. These advisors and consultants may be compensated from a portion of the proceeds of the 2016 Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; and their compensation is, in some instances, contingent upon the issuance of the 2016 Bonds and the receipt of the proceeds thereof.

Financial Advisor. The City has retained Public Financial Management, Inc., Orlando, Florida, as Financial Advisor in connection with the authorization and issuance of the 2016 Bonds. While the Financial Advisor has participated in the preparation of portions of this Official Statement, it has not been engaged and is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

Bond Counsel. Bryant Miller Olive P.A., Tampa, Florida, represents the City as Bond Counsel with respect to the issuance of the 2016 Bonds.

Special Disclosure Counsel. GrayRobinson, P.A., Tampa, Florida, represents the City as Special Disclosure Counsel with respect to the issuance of the 2016 Bonds. As Special Disclosure Counsel, GrayRobinson, P.A. is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and the 2016 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the 2016 Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

The City has retained Digital Assurance Certification, L.L.C. ("DAC") as its dissemination agent. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in APPENDIX E – "Form of Disclosure Dissemination Agent Agreement," which shall be executed by the City and DAC at the time of issuance of the 2016 Bonds. These covenants have been made in order to assist the Original Purchaser(s) in complying with the Rule.

With respect to the 2016 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The City has not failed to comply in all material respects with its continuing disclosure undertakings pursuant to the Rule during the last five (5) years. However, a review of filings made pursuant to prior undertakings indicated that certain filings did not include all the operating information specifically required. Upon realizing the failure to comply, the City reported such circumstances in accordance with the requirements of the Rule, and as of December 3, 2012 had cured such failure. In the years 2011, 2012, 2013 and 2014, the City was not notified by National Public Finance Guarantee Corp. (formerly MBIA Insurance Corporation) nor the municipal rating agencies of rating downgrades/upgrades with respect to the City's outstanding Public Utility Refunding Revenue Bonds, Series 2006 and Public Utility Revenue Bonds, Series 2005 by Moody's and S&P and accordingly failed to file notices thereof. In the years 2011, 2013 and 2014, the City was also not notified by Assured Guaranty Municipal Corp. (formerly FSA) nor the municipal rating agencies of rating downgrades/upgrades with respect to the City's outstanding Professional Sports Facility Sales Tax Refunding Revenue Bonds, Series 2003 by Fitch, Moody's and S&P and accordingly failed to file notices thereof. DAC as the City's dissemination agent filed a notice with EMMA that indicates the current ratings of the municipal bond insurers which insure such outstanding bonds of the City. The City fully anticipates satisfying all future disclosure obligations required pursuant to the Rule.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the 2016 Bonds, the security for the payment of the 2016 Bonds, and the rights and obligations of holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the the 2016 Bondholders.

The execution and delivery of this Official Statement by its Mayor and its Finance Director have been duly authorized by the City Council.

CITY OF ST. PETERSBURG, FLORIDA

Richard D. Kriseman
Mayor

Anne A. Fritz
Finance Director

APPENDIX A

General Description of the City and Selected Statistics

APPENDIX B

General Purpose Financial Statements

APPENDIX C

The Bond Resolution

APPENDIX D

Form of Proposed Bond Counsel Opinion

APPENDIX E

Form of Disclosure Dissemination Agent Agreement

APPENDIX F

DTC Information

Book-Entry Only System

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

DTC will act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of each series of the 2016 Bonds and deposited with DTC.

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

Purchases of the 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2016 Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2016 Bonds, except in the event that use of the book entry system for the 2016 Bonds is discontinued.

To facilitate subsequent transfers, all 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial

ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the 2016 Bonds may wish to ascertain that the nominee holding the 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the 2016 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such 2016 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2016 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2016 Bonds are required to be printed and delivered.

The City may, pursuant to the procedures of DTC, decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository). In that event, the 2016 Bonds will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2016 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE 2016 BONDS OR

REGISTERED OWNERS OF THE 2016 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2016 BONDS.

The City can make no assurances that DTC will distribute payments of principal of, redemption premium, if any, or interest on the 2016 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the 2016 Bonds or redemption notices to the Beneficial Owners of such 2016 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The City is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the 2016 Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the 2016 Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the 2016 Bonds may want to discuss the manner of transferring or pledging their interest in the 2016 Bonds with their legal advisors.

For every transfer of ownership interests in the 2016 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

EXHIBIT C

Form of Registrar and Paying Agent Agreement

REGISTRAR AND PAYING AGENT AGREEMENT

THIS REGISTRAR AND PAYING AGENT AGREEMENT (the "Agreement"), dated as of _____, 2016, by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, with a designated corporate trust office in Orlando, Florida (the "Bank").

WITNESSETH:

WHEREAS, the Issuer, by the Resolution (as hereinafter defined), has designated the Bank as Registrar and Paying Agent for its \$_____ City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") and its \$_____ City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Series 2016 Bonds"); and

WHEREAS, the Issuer and the Bank desire to set forth the Bank's duties as Registrar and Paying Agent and the compensation to be paid the Bank for its services.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

Section 1. Duties. The Bank agrees to serve as Registrar and Paying Agent for the Series 2016 Bonds and to perform the duties of Registrar and Paying Agent as specified in or contemplated by Resolution No. 2015-400 adopted by the City Council of the Issuer on September 3, 2015 (the "Master Resolution"), as supplemented by Resolution No. 2016-___ adopted by the City Council of the Issuer on February __, 2016 (collectively, the "Resolution"), relating to the issuance of the Series 2016 Bonds.

Section 2. Deposit of Funds. The Issuer shall deposit or cause to be deposited with the Bank sufficient funds from the funds pledged for the payment of the Series 2016 Bonds under the Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2016 Bonds.

Section 3. Use of Funds; Canceled Series 2016 Bonds. The Bank shall use the funds received from the Issuer pursuant to Section 2 of this Agreement to pay the principal of, premium, if any, and interest on the Series 2016 Bonds in accordance with the Resolution. The Bank shall destroy canceled Series 2016 Bonds and transmit to the Issuer a certificate of destruction therefor.

Section 4. Statements. The Bank shall prepare and shall send to the Issuer upon request written statements of account relating to all transactions effected by the Bank pursuant to this Agreement.

Section 5. Obligation to Act. The Bank shall be obligated to act only in accordance with the Resolution and any written instructions received in accordance therewith; provided, however, that the Bank is authorized hereby to comply with any orders, judgments, or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

Section 6. Reliance by Bank. The Bank may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit, or other document delivered to it purportedly pursuant to the Resolution.

Section 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby agrees to indemnify the Bank and hold it harmless from any and all claims, liabilities, losses, actions, or suits of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Paying Agent or Registrar under the Resolution, unless caused by its misconduct or negligence; and in connection therewith, to indemnify the Bank against any and all expenses, including attorneys' fees and the costs of defending an action, suit, or proceeding, or resisting any claim whether or not such claim is actually filed. The Issuer's obligations hereunder shall survive any termination of this Agreement.

Section 8. Counsel; Limited Liability. The Bank may consult with counsel of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Resolution in good faith. The Bank shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its misconduct or negligence.

Section 9. Fees and Expenses. In consideration of the services rendered by the Bank as Registrar and Paying Agent, the Issuer agrees to and shall pay to the Bank its proper fees and all expenses, charges, attorney's fees, and other disbursements incurred by it or its attorneys, agents, and employees in and about the performance of its powers and duties as Registrar and Paying Agent as set forth in the attached Exhibit A. The Bank shall not be obligated to allow and credit interest upon any unclaimed moneys in respect of principal, interest or premium, if any, due in respect of the Series 2016 Bonds, which it shall at any time receive under any of the provisions of the Resolution or this Agreement.

Section 10. Furnishing Information; Authorization. The Bank shall at all times, when requested to do so by the Issuer, furnish full and complete information pertaining to its functions as the Registrar and Paying Agent with regard to the Series 2016 Bonds, and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

Section 11. Cancellation; Termination. Either of the parties hereto, at its option, may cancel this Agreement after giving thirty (30) days written notice to the other party of its intention to cancel, and this Agreement may be canceled at any time by mutual consent of the parties hereto. This Agreement shall terminate without further action upon final payment of the Series 2016 Bonds and the interest appertaining thereto. If any Series 2016 Bond shall not be presented for payment within the period of three years following the date when such Series 2016 Bond becomes due, whether by maturity or otherwise, the Paying Agent shall return to the Issuer the funds theretofore held by it for payment of such Series 2016 Bond and such Series 2016 Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer.

Section 12. Surrender of Funds, Registration Records; Notification of Series 2016 Bondholders. In the event of a cancellation of this Agreement, the Issuer shall deliver releases to the Bank (in a form acceptable to the Bank) upon demand and the Bank shall thereafter upon demand pay over the funds on deposit with the Bank as Registrar and Paying Agent in connection with the Series 2016 Bonds and surrender all registration books and related records, and the Issuer may appoint and name a successor to act as Registrar and Paying Agent of the Series 2016 Bonds. The Issuer shall, in such event, at its expense, notify all holders of the Series 2016 Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2016 Bonds.

Section 13. Non-assignability. This Agreement shall not be assigned by either party without the written consent of the other party.

Section 14. Modification. No modification of this Agreement shall be valid unless made by a written agreement, executed and approved by the parties hereto.

Section 15. Severability. Should any section or part of this Agreement be declared void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other section or other part of any section of this Agreement.

Section 16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 17. Merger or Consolidation of the Bank. Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, shall be the successor Registrar and Paying Agent under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto. The Bank shall notify the Issuer within thirty days of the occurrence of any such merger or consolidation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By: _____

Name: Richard D. Kriseman

Title: Mayor

ATTEST:

By: _____

Name: Chan Srinivasa

Title: City Clerk

Approved as to form and
correctness:

By: _____

Name: Jacqueline M. Kovilaritch

Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

EXHIBIT A

Fee for services as Registrar and Paying Agent will be a one-time fee of \$11,000 (which is equal to \$5,500 per series), together with reimbursement of out-of-pocket expenses actually incurred.

EXHIBIT D

Form of Disclosure Dissemination Agent Agreement

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2016, is executed and delivered by City of St. Petersburg, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure

Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means Anne A. Fritz, Director of Finance, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than April 30 commencing with the report for the 2015 fiscal year. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies;"
 - 2. "Non-Payment related defaults, if material;"
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
 - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
 - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
 - 7. "Modifications to rights of securities holders, if material;"
 - 8. "Bond calls, if material;"
 - 9. "Defeasances;"
 - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
 - 11. "Rating changes;"
 - 12. "Tender offers;"
 - 13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
 - 14. "Merger, consolidation, or acquisition of the obligated person, if material;" and
 - 15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the

filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"
2. "change in obligated person;"
3. "notice to investors pursuant to bond documents;"
4. "certain communications from the Internal Revenue Service;"
5. "secondary market purchases;"
6. "bid for auction rate or other securities;"
7. "capital or other financing plan;"
8. "litigation/enforcement action;"
9. "change of tender agent, remarketing agent, or other on-going party;"
10. "derivative or other similar transaction;" and
11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including an update of the following financial information in the same format as in the Official Statement in tabular form: SECURITY FOR THE BONDS – Historical Public Service Tax Revenues.

Relating to information to be provided to the MSRB, the information provided under Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with generally accepted auditing standards applicable to municipalities as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with generally accepted auditing standards applicable as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices,

Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future

Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) In the event that any action is instituted against the Issuer for failure to comply with the reporting requirements set forth in this Disclosure Agreement and in such same action DAC is also named as a party, DAC may consult with external legal counsel of its own choosing, with the consent of the Issuer which consent shall not be unreasonably withheld. Such request for consent of the Issuer shall also set forth the maximum not to exceed fees of such counsel. The Issuer shall not be required to pay or reimburse DAC or any legal counsel for any attorneys' fees except to the extent mutually agreed upon in writing by the City and DAC as part of such consent.

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

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Balance of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: Diana O'Brien
Title: Vice President

CITY OF ST. PETERSBURG, FLORIDA
as Issuer

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

ATTEST:

Name: Chan Srinivasa
Title: City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

Name: Jacqueline M. Kovilaritch
Title: City Attorney

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer City of St. Petersburg, Florida
Obligated Person(s) City of St. Petersburg, Florida
Name of Bond Issue: Public Service Tax Revenue Bonds, Series 2016A
Date of Issuance: _____, 2016
Date of Official Statement _____, 2016

CUSIP Number: _____ CUSIP Number: _____
CUSIP Number: _____ CUSIP Number: _____

Name of Issuer City of St. Petersburg, Florida
Obligated Person(s) City of St. Petersburg, Florida
Name of Bond Issue: Public Service Tax Revenue Bonds, Series 2016B
Date of Issuance: _____, 2016
Date of Official Statement _____, 2016

CUSIP Number: _____ CUSIP Number: _____
CUSIP Number: _____ CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: City of St. Petersburg, Florida

Obligated Person: City of St. Petersburg, Florida

Name(s) of Bond Issue(s): Public Service Tax Revenue Bonds, Series 2016A and Public Service Tax Revenue Bonds, Series 2016B

Date(s) of Issuance: _____, 2016

Date(s) of Disclosure Agreement: _____, 2016

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc: Issuer
Obligated Person

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform,"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT E

Form of Certificate of Mayor and Finance Director

CERTIFICATE OF MAYOR AND FINANCE DIRECTOR

In reference to the City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") and the City of St. Petersburg, Florida Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Series 2016 Bonds") the undersigned hereby finds, determines and declares:

1. The City Council (the "City Council") of the City of St. Petersburg, Florida (the "City") adopted Resolution No. 2015-400 on September 3, 2015 (the "Master Resolution"), as supplemented by Resolution No. 2016-__ adopted by the City Council of the City on February __, 2016 (collectively, the "Authorizing Resolution"). All capitalized undefined terms used herein shall have the meanings ascribed thereto in the Authorizing Resolution.

2. Pursuant to the Authorizing Resolution, the undersigned Mayor is authorized by the City Council to take the actions required for the award and delivery of the Series 2016A Bonds as set forth in Section 4 of the Authorizing Resolution only in the event that the City is in receipt of one or more properly delivered bids to purchase the Series 2016A Bonds, said offer to provide for, among other things, (i) the issuance of not exceeding \$50,000,000 aggregate principal amount of Series 2016A Bonds, (ii) a true interest cost rate on the Series 2016A Bonds of not more than 5.00%, (iii) a final maturity of the Series 2016A Bonds not being later than October 1, 2031, (iv) a purchase price (defined to mean original principal amount of the Series 2016A Bonds plus any related original issue premium less any related original issue discount less a related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2016A Bonds plus accrued interest, if any, and (v) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the Series 2016A Bonds.

3. The Series 2016A Bonds have been subjected to competitive bids based on lowest true interest cost in accordance the Authorizing Resolution and applicable law. Bids were solicited pursuant to the Official Notice of Sale. Qualifying bids for the Series 2016A Bonds, attached hereto as Composite Exhibit A, were received and were publicly opened. On the basis of the lowest true interest cost to the City, subject to receipt of the good faith deposit in accordance with the terms in the Official Notice of Sale, the Series 2016A Bonds are hereby awarded to _____ (the "2016A Original Purchaser") based on their proposed true interest cost of ____% as set forth on their bid and as verified by the City's Financial Advisor.

4. The Series 2016A Bonds are scheduled to be delivered to the 2016A Original Purchaser on _____, 2016.

5. Pursuant to the authority contained in the Authorizing Resolution, the City has heretofore adjusted the final principal amounts and/or Amortization Installments on the Series

2016A Bonds from that which was set forth in the Official Notice of Sale. After making such permitted adjustments:

(a) The aggregate principal amount of the Series 2016A Bonds is \$_____.

(b) The purchase price of the Series 2016A Bonds is \$_____ (which equals the par amount of the Series 2016A Bonds of \$_____ less a related underwriting discount of \$_____ plus a related net original issue premium of \$_____), bearing interest at the rates hereinafter set forth.

(c) The Series 2016A Bonds shall be dated as of the date of their delivery and shall mature on October 1 of the following years, shall bear interest payable on April 1 and October 1, commencing October 1, 2016, with such principal amounts and interest rates as follows:

\$_____ City of St. Petersburg, Florida
Public Service Tax Revenue Bonds, Series 2016A

\$_____ Series 2016A Serial Bonds

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
---------------------------------------	-----------------------------------	--------------------------------

\$_____ % Series 2016A Term Bonds due October 1, _____

6. The Series 2016A Bonds maturing on October 1, _____ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

\$ _____ Series 2016A Term Bonds Due October 1, _____*
Amortization Installments

Mandatory Redemption Date (<u>October 1</u>)	<u>Amount</u> \$
*	

*Final maturity.

7. Pursuant to the Authorizing Resolution, the undersigned Mayor is authorized by the City Council to take the actions required for the award and delivery of the Series 2016B Bonds as set forth in Section 4 of the Authorizing Resolution only in the event that the City is in receipt of one or more properly delivered bids to purchase the Series 2016B Bonds, said offer to provide for, among other things, (i) the issuance of not exceeding \$23,000,000 aggregate principal amount of Series 2016B Bonds, (ii) a true interest cost rate on the Series 2016B Bonds of not more than 5.00%, (iii) a final maturity of the Series 2016B Bonds not being later than October 1, 2031, (iv) a purchase price (defined to mean original principal amount of the Series 2016B Bonds plus any related original issue premium less any related original issue discount less a related underwriting discount) in excess of 98% of the aggregate principal amount of the Series 2016B Bonds plus accrued interest, if any, and (v) a completed truth-in-bonding statement in compliance with Section 218.385, Florida Statutes relating to the Series 2016B Bonds.

8. The Series 2016B Bonds have been subjected to competitive bids based on lowest true interest cost in accordance the Authorizing Resolution and applicable law. Bids were solicited pursuant to the Official Notice of Sale. Qualifying bids for the Series 2016B Bonds, attached hereto as Composite Exhibit B, were received and were publicly opened. On the basis of the lowest true interest cost to the City, subject to receipt of the good faith deposit in accordance with the terms in the Official Notice of Sale, the Series 2016B Bonds are hereby awarded to _____ (the "2016B Original Purchaser") based on their proposed true interest cost of _____% as set forth on their bid and as verified by the City's Financial Advisor.

9. The Series 2016B Bonds are scheduled to be delivered to the 2016B Original Purchaser on _____, 2016.

10. Pursuant to the authority contained in the Authorizing Resolution, the City has heretofore adjusted the final principal amounts and/or Amortization Installments on the Series 2016B Bonds from that which was set forth in the Official Notice of Sale. After making such permitted adjustments:

(a) The aggregate principal amount of the Series 2016B Bonds is \$_____.

(b) The purchase price of the Series 2016B Bonds is \$_____ (which equals the par amount of the Series 2016B Bonds of \$_____ less a related underwriting discount of \$_____ plus a related net original issue premium of \$_____), bearing interest at the rates hereinafter set forth.

(c) The Series 2016B Bonds shall be dated as of the date of their delivery and shall mature on October 1 of the following years, shall bear interest payable on April 1 and October 1, commencing October 1, 2016, with such principal amounts and interest rates as follows:

\$_____ City of St. Petersburg, Florida
Public Service Tax Revenue Bonds, Series 2016B

\$_____ Series 2016B Serial Bonds

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
---------------------------------------	-----------------------------------	--------------------------------

\$_____ % Series 2016B Term Bonds due October 1, _____

11. The Series 2016B Bonds maturing on October 1, _____ are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate, from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both set forth below:

\$_____ Series 2016B Term Bonds Due October 1, _____*
Amortization Installments

Mandatory Redemption Date <u>(October 1)</u>	<u>Amount</u> \$
--	---------------------

*

*Final maturity.

12. The Series 2016 Bonds that mature on or before October 1, _____ are not subject to redemption prior to their maturities. The Series 2016 Bonds that mature on or after October 1, _____, are subject to redemption beginning on October 1, _____ in whole or in part at any time, in any order of maturities at the option of the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

13. The Reserve Account Requirement for the Series 2016 Subaccount in the Reserve Account is **[\$0]**.

[Remainder of page intentionally left blank]

EXECUTED this ____ day of _____, 2016.

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: Richard D. Kriseman

Title: Mayor

By: _____

Name: Anne A. Fritz

Title: Finance Director

**COMPOSITE EXHIBIT A
SERIES 2016A BONDS
QUALIFYING BIDS**

COMPOSITE EXHIBIT B
SERIES 2016B BONDS
QUALIFYING BIDS

EXHIBIT F

Form of Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF ST. PETERSBURG, FLORIDA
AND
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG, FLORIDA
RE. INTOWN REDEVELOPMENT AREA**

This Interlocal Agreement (the "Agreement") is entered into as of _____, 2016, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation (the "City"), and COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA, a body corporate and politic (the "Community Redevelopment Agency").

WITNESSETH:

WHEREAS, the City Council of the City petitioned the Board of County Commissioners of Pinellas County, Florida (the "Board") for a delegation of authority and powers to accomplish redevelopment of areas within the Intown Design and Development Program ("IDDP"); and

WHEREAS, the Board adopted Resolution No. 81-465 on June 30, 1981, delegating to the City Council of the City the power and authority to conduct redevelopment activities for the IDDP and to act as the redevelopment agency for the IDDP; and

WHEREAS, the City Council of the City adopted Resolution No. 81-1401 on December 17, 1981, declaring an area of the City described therein to be a slum or blighted area (the "Intown Redevelopment Area"), and declaring itself to be the redevelopment agency to carry out redevelopment within the Intown Redevelopment Area; and

WHEREAS, the City Council of the City established the funding of a Redevelopment Trust Fund for the Intown Redevelopment Area through the enactment of Ordinance No. 570-F on April 15, 1982, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment in the Intown Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City Council of the City and the Community Redevelopment Agency have adopted a community redevelopment plan, called the Intown Redevelopment Plan, (as amended from time to time, the "Plan") with respect to the Intown Redevelopment Area to, among other things receive and manage the use of tax increment revenues within the Intown Redevelopment Area; and

WHEREAS, the City and the Community Redevelopment Agency have determined that the most cost effective and timely manner in which to finance certain capital projects in the Plan

is to have the City incur debt and use proceeds thereof to pay for such capital projects, such debt service to be fully reimbursed by the Community Redevelopment Agency, thereby maximizing the use of tax increment revenues to be received to construct a larger, more costly capital project more quickly; and

WHEREAS, the City intends to issue its Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") in an amount not to exceed \$50,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of any design and the planning, site preparation, acquisition, installation, construction and equipping of a City owned municipal pier, commonly referred to as the "Pier Project" and Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds" and, collectively with the Series 2016A Bonds, the "Series 2016 Bonds") in an amount not to exceed \$23,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of capital projects designed to integrate the Pier Project with the surrounding downtown environment, commonly referred to as the "Pier Approach Project"; and

WHEREAS, the parties hereto desire to memorialize the Community Redevelopment Agency's commitment to repay the City from tax increment revenues of the Intown Redevelopment Area in the amount of the debt service on the Series 2016 Bonds; and

WHEREAS, prior to the date hereof, the City has borrowed monies in furtherance of community redevelopment in the Intown Redevelopment Area in the manner and to the extent described herein, and the parties hereto desire to memorialize and affirm the Community Redevelopment Agency's commitments with respect thereto; and

WHEREAS, the City heretofore issued its Non-Ad Valorem Revenue Note, Series 2010 (the "Series 2010 Note") and its Non-Ad Valorem Refunding Revenue Note, Series 2011 (the "Series 2011 Note," and together with the Series 2010 Note, the "Notes"); and

WHEREAS, the Notes are exclusively secured by the City's covenant to budget and appropriate legally available non-ad valorem revenues of the City, and are not secured by any tax increment revenues of the Community Redevelopment Agency; and

WHEREAS, all of the proceeds of the Series 2010 Note and a portion of the proceeds of the Series 2011 Note were used to finance and/or refinance various projects located within the Intown Redevelopment Area and included within the Plan (collectively, the "Note CRA Projects"); and

WHEREAS, in addition to the Note CRA Projects, proceeds of the Series 2011 Note were also used to refinance a HUD loan; and

WHEREAS, the portion of the Notes which financed and/or refinanced various projects located within the Intown Redevelopment Area and included within the Plan (excluding the

portion of the Series 2011 Note which refinanced the HUD loan) are hereinafter referred to as the "CRA Notes"; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall repay the City for debt service payments made or to be made by the City in furtherance of community redevelopment in the Intown Redevelopment Area which is consistent with the Plan, which financial obligations shall be treated as indebtedness for purposes of applicable law; and

WHEREAS, the City represents and warrants that all payments to be made hereunder are in compliance with that certain Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated April 21, 2005, as amended; and

WHEREAS, other than as described herein, tax increment revenues received from the Intown Redevelopment Area are not subject to any prior pledge or lien, and are free from all encumbrances.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City.

A. To the extent permitted by the Redevelopment Act, the Community Redevelopment Agency shall immediately repay the City from tax increment revenues received in the Intown Redevelopment Area for principal and interest due and owing on City indebtedness which financed and/or refinanced or will finance and/or refinance capital projects in accordance with the Plan, including without limitation, principal and interest to be paid on the CRA Notes and the Series 2016 Bonds; provided, however, the Community Redevelopment Agency shall repay the City for any such debt service payments made on its behalf to the extent of available accumulated tax increment revenues and/or or receipt of tax increment revenues. To the extent that the City prepays the CRA Notes or the Series 2016 Bonds, the Community Redevelopment Agency shall repay the City the prepayment price, including any accrued interest, which is allocable to the Note CRA Projects, the Pier Project and/or Pier Approach Project, as applicable. The obligations to transfer such tax increment revenues of the Intown Redevelopment Area to the City to make payments hereunder shall survive the date on which the CRA Notes and the Series 2016 Bonds, respectively, are no longer outstanding.

All payment obligations hereunder shall be on parity and equal status, with no priority of one obligation over another.

To the extent that the Community Redevelopment Agency does not timely make payments due hereunder, past due amounts shall bear interest at a rate equal to the investment return on proceeds until such past due amounts, together with interest thereon, are fully paid.

B. Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to make the payments required hereunder may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency. The Community Redevelopment Agency shall be obligated to use all available and unencumbered tax increment revenues received from the Intown Redevelopment Area in its accounts to first satisfy outstanding obligations hereunder until such time as such obligations are fully satisfied and repaid.

C. In order to provide security for the City for the obligations hereunder, the Community Redevelopment Agency hereby pledges to the City the tax increment revenues received from the Intown Redevelopment Area which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or hereafter established within the Community Redevelopment Agency's jurisdiction are not pledged in any manner to secure the obligations hereunder. Notwithstanding anything to the contrary herein, neither the CRA Notes nor the Series 2016 Bonds are secured by any amounts pledged or paid hereunder.

D. The Community Redevelopment Agency is presently entitled to receive the tax increment revenues from the Intown Redevelopment Area to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its proportionate share of such tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby in the manner and to the extent as described herein. In the manner and to the extent described herein, the Community Redevelopment Agency shall be unconditionally and irrevocably obligated until the payment in full by the Community Redevelopment Agency of its indebtedness to the City for the obligations described herein, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of such tax increment revenues as now or later required by law, and to make or cause to be made any deposits of such tax increment revenues or other funds required by this Agreement.

E. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund relating to the Intown Redevelopment Area, and any and all moneys therein, by the City for the purpose

provided in this Agreement, including payment of the obligations hereunder, without further action of the Community Redevelopment Agency.

3. Severability. If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

4. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida.

5. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

6. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

7. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against every such City Council member of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the City.

8. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any

and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency are waived and released as a condition of, and as a consideration for, the execution of this Agreement, on the part of the Community Redevelopment Agency.

9. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions of this Agreement. Satisfaction of the obligations hereunder shall not be deemed to constitute a general obligation of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, and such obligations shall be payable solely from the tax increment revenues of the Intown Redevelopment Area to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act. The Community Redevelopment Agency has no taxing power.

10. Eligibility to Receive Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues in the Intown Redevelopment Area and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the Community Redevelopment Agency has an obligation to repay the City as described herein and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City, absent the prior written consent of the City.

11. Effective Date. This Agreement shall become effective immediately upon the execution by the proper officers of the City and the Community Redevelopment Agency on or prior to the date set forth above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be executed on the day and year first written above.

Date: _____, 2016

CITY OF ST. PETERSBURG, FLORIDA

[Seal]

Mayor

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

City Clerk

City Attorney

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
ST. PETERSBURG, FLORIDA

Executive Director

ATTEST:

CRA Clerk

City of St. Petersburg
Youth Services Committee Report
Thursday, February 11, 2016
10:30 a.m.

Room 100

Members and Alternates: Councilmembers Amy Foster (Chair), Lisa Wheeler-Brown (Vice-Chair), Charlie Gerdes, and Karl Nurse; Alternate – Darden Rice

Support Staff: Mike Jefferis, Parks and Recreation Director

A. Call to Order and Roll Call – Councilmember Amy Foster, Committee Chair
The meeting was called to order by Chair Foster. Councilmembers in attendance were Charlie Gerdes, Steve Kornell, Karl Nurse, Darden Rice, and Lisa Wheeler-Brown.

B. Approval of minutes for Youth Services Committee – December 10, 2015
The minutes for the meeting of December 10, 2015 were approved as submitted.

C. Agenda Items

1. The first Youth Services Committee meeting of 2016 commenced with the nomination and election of the committee Chair and Vice-Chair, Amy Foster and Lisa Wheeler-Brown respectively.
2. Parks and Recreation Director Mike Jefferis provided the committee members with an update on his department's role in the Second Chance program, which redirects qualified juvenile offenders away from formal processing in the juvenile justice system to an alternative program while holding them accountable for their actions.

This leading-edge strategy, employed 22 times since its inception last year, has achieved a 92% success rate. Seventy-seven youth have successfully completed the program, seven did not, six did not show, and one was uncooperative. Boyd Hill Nature Preserve has served as the program implementation site accomplishing multiple purposes:

- Bringing youth into a positive environment;
 - Nudging kids back on track;
 - Introducing participants to other resources such as Parks and Recreation Department youth programs and TASCOS;
 - Providing mentoring opportunities; and
 - Creating future environmentalists by connecting children to nature.
3. Ready For Life, Inc., (RFL) Executive Director Kathy Mize-Plummer introduced her organization, a nonprofit association established eight years ago to help young people who have aged out of foster care transition to adulthood. RFL serves 500 youth between the ages of 15 and 25, and 90 of those have children between the ages of 0

and 7. The organization exists to address five key areas of impact: transportation, education, housing, employment, and life skills.

RFL Youth Development Coordinator Shadai Simmons gave a poignant personal testimony of her seemingly bleak childhood, compassionate group home journey, and invaluable RFL assistance in transitioning to adulthood and independence with confidence and stability.

D. Next Meeting Date – Thursday, March 10, 2016

E. Adjournment – Meeting was adjourned at 11:52 p.m.

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ST. PETERSBURG, FLORIDA IN
SUPPORT OF THE READY FOR LIFE, INC., A
CAREER READY CERTIFICATION PROGRAM;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 11, 2016, the City Council Youth Services Committee heard a presentation from Ready for Life, Inc., about its Career Ready Certification program which engages foster care youth, private citizens and public resources to assist foster youth in a successful transition to adulthood; and

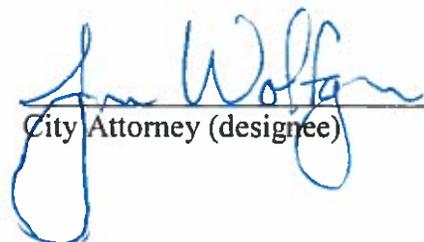
WHEREAS, the Committee recognizes challenges faced by young adults who have aged out of the foster care system and supports the efforts of Ready for Life, Inc. to prepare the youth to pursue job opportunities; and

WHEREAS, the Committee requests City Council approve a resolution supporting the Ready for Life Inc. Career Ready Certification Program which teaches foster care youth skills that will assist them in their pursuit of a career.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that this Council hereby expresses support for the Ready for Life, Inc., Career Ready Certification program, which program engages foster care youth, private citizens and public resources in the City of St. Petersburg to assist foster youth in a successful transition to adulthood.

This resolution shall take effect immediately upon its adoption.

Approved as to form and substance:



City Attorney (designee)

CITY OF ST PETERSBURG

MEMORANDUM

TO: Chan Srinivasa-City Clerk-City Clerk's Office
FROM: Jennifer Millet-Collection Officer-Billing & Collections
DATE: February 4, 2016
SUBJECT: Council Meeting – February 18, 2016



Public Hearing for the following Special Assessments:

SECURING NUMBER(S)	<u>SEC 1208</u>
DEMOLITION NUMBER(S)	<u>DMO 434</u>

Attached is backup information for the above referenced Special Assessments scheduled for confirmation at the council meeting.

JM: att

ST. PETERSBURG CITY COUNCIL

MEETING OF: February, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1208

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

SEC:	<u>1208</u>
NUMBER OF STRUCTURES	<u>21</u>
ASSESSABLE AMOUNT:	<u>\$3,279.88</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$3,279.88 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 2-18-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1208 07510	SMITH, CHARITY L EST 1550 13TH ST S SAINT PETERSBURG FL 337052442	25 31 16 14742 000 0170 CHAMBER'S 1ST ADD TO HOLLYWOOD LOT 17	1550 13TH ST S	121.95
SEC 1208 07511	L J I PROPERTIES LLC 10396 YOSEMITE LN INDIANAPOLIS IN 462349825	23 31 16 17442 007 0010 COLONIAL PLACE REV BLK 7, LOT 1	2500 3RD AVE S	164.67
SEC 1208 07512	DAVIS, JAMES A 1417 JAMES AVE S SAINT PETERSBURG FL 337052244	25 31 16 17694 000 0140 COLUMBIA HEIGHTS NO. 3 LOT 14	1417 JAMES AVE S	171.85
SEC 1208 07513	PACK, JONATHAN 15905 N FLORIDA AVE LUTZ FL 335498109	28 31 16 21492 002 0150 DISSTON TERRACE BLK 2, LOT 15	4721 14TH AVE S	132.62
SEC 1208 07514	BARNCORD, NANCY H EST 827 12TH AVE S SAINT PETERSBURG FL 337015132	30 31 17 23958 000 0350 EASTERBROOK LOT 35	827 12TH AVE S	198.12
SEC 1208 07515	RYAN, SAMUEL J 4132 RUNNING BEAR LN JACKSONVILLE FL 322594294	25 31 16 26298 000 0120 EUCLID HEIGHTS LOT 12	1921 14TH ST S	126.55
SEC 1208 07516	M S I CONSULTING INC 654 N 800 E STE 437 SPANISH FORK UT 84660	25 31 16 28908 000 0100 FOREST HILL LOT 10	2027 13TH AVE S	203.93

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 2-18-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1208 07517	TRUST ID 25 31 16 29664 005 02 PO BOX 580 ENNIS MT 597290580	25 31 16 29664 005 0220 FRUITLAND HEIGHTS BLK E, LOT 22	1621 19TH AVE S	191.85
SEC 1208 07518	HARRELL, DOZIER III PO BOX 14174 SAINT PETERSBURG FL 337334174	25 31 16 29664 006 0110 FRUITLAND HEIGHTS BLK F, LOT 11	1663 20TH AVE S	102.85
SEC 1208 07519	MARSHALL, ROSA 1760 QUEEN ST S SAINT PETERSBURG FL 337122862	25 31 16 29682 009 0190 FRUITLAND HEIGHTS PLAT B BLK I, LOT 19	1743 19TH AVE S	234.45
SEC 1208 07520	SUNSHINE LENDERS LLC 5801 SW 185 WAY FT LAUDERDALE FL 333321475	25 31 16 33786 000 0440 GROVE HEIGHTS ANNEX LOT 44	1305 9TH AVE S	208.35
SEC 1208 07521	JOSEPH, FREDILIA PO BOX 6156 FORT LAUDERDALE FL 333106156	21 31 16 35244 004 0130 HALL'S CENTRAL AVE NO. 3 BLK 4, LOTS 13 AND 14 SEE S 1/2 22-31-16	4019 4TH AVE S	155.94
SEC 1208 07522	TITAN DEVELOPMENT GROUP LLC 4118 CAUSEWAY VISTA DR TAMPA FL 336155416	25 31 16 37152 000 0100 HARRIS', T.C. & A.H. SUB LOT 10	1428 PRESTON ST S	115.44
SEC 1208 07523	COWART, TAWANNA R 2701 22ND AVE S SAINT PETERSBURG FL 337122916	35 31 16 37836 000 0030 HAVEN PARK ADD LOT 3	2830 24TH AVE S	100.44

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 2-18-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1208 07524	BLACK BIRD INVESTMENT GROUP LL PO BOX 672 SAINT PETERSBURG FL 33731	19 30 17 45684 000 0610 KELLY, JOHN ALEX-BRUCE SUB E 22FT OF LOT 60 & W 33FT OF LOT 61	820 88TH AVE N	107.17
SEC 1208 07525	DREWS, LAURENCE A 3600 17TH AVE N SAINT PETERSBURG FL 337134804	30 31 17 50400 009 0170 LAUGHNER'S EXTENSION OF KERR ADD BLK 9, LOT 17	1747 6TH ST S	214.45
SEC 1208 07526	MORGAN, CHERYL 19 SAUPE DR ENGLISHTOWN NJ 077261853	27 31 16 56970 000 0090 MEAN'S SUB LOT 9 LESS ST	4033 15TH AVE S	264.45
SEC 1208 07527	JONES, ROBERT L 14440 HELLENIC DR APT 103 TAMPA FL 336133343	25 31 16 59670 006 0090 NEBRASKA PLACE SUB BLK F, LOT 9	1270 13TH AVE S	111.62
SEC 1208 07528	HOME OPPORTUNITY LLC 14010 ROOSEVELT BLVD STE 701 CLEARWATER FL 337623820	25 31 16 68040 002 0160 PAYNE-HANSEN SUB BLK B, LOT 16	1645 PRESCOTT ST S	115.44
SEC 1208 07529	PORTER, ROBERT J 1661 29TH AVE N SAINT PETERSBURG FL 337134146	12 31 16 69102 001 0180 PINE CITY SUB REPLAT BLK 1, LOT 18	1661 29TH AVE N	76.12
SEC 1208 07530	LOCKETT, ANDREW 4150 VETERANS MEMORIAL DR TALLAHASSEE FL 323098620	26 31 16 89676 001 0030 TANGERINE TERRACE BLK 1, LOT 3	3119 OAKLEY AVE S	161.62

2/03/16 15:35:22:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
2-18-2016

Page 4

ASSESSMENT
NUMBER

OWNER NAME
/MAILING ADDRESS

PARCEL ID
/LEGAL DESCRIPTION

PROPERTY ADDRESS

ORIGINAL
ASSESSMENT

TOTAL NUMBER OF ASSESSMENTS: 21

TOTAL ASSESSMENT AMOUNT: 3,279.88

SAS805R

BUILDING SECURING NUMBER SEC 1208

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 1,225.00
MATERIAL COST	\$ 638.00
LEGAL AD	\$ 471.88
ADMIN. FEE	<u>\$ 945.00</u>
TOTAL:	\$ 3,279.88

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1208 ("SEC 1208") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1208 ("SEC 1208"); and

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

WHEREAS, the City Council has held a public hearing on February 18, 2016, to hear all persons who wished to be heard concerning this matter.

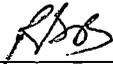
NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1208 ("SEC 1208") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1208 ("SEC 1208") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the City Council has held a public hearing on February 18, 2016, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1208 ("SEC 1208") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: February 18, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Building Demolition Number **DMO 434**

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

DMO:	<u>434</u>
NUMBER OF STRUCTURES:	<u>7</u>
ASSESSABLE AMOUNT:	<u>\$58,687.04</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$58,687.04** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

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

2/03/16 15:44:30:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
2-18-2016

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMD 0434 03157	MIZELL, JULIA 767 15TH AVE S SAINT PETERSBURG FL 33701	30 31 17 12708 000 1070 BUENA VISTA LOT 107	767 15TH AVE S	761.00
DMD 0434 03158	SANOOK PROPERTIES LLC 4113 9TH AVE S SAINT PETERSBURG FL 337112009	27 31 16 56952 002 0020 MEADOWVILLE BLK 2, LOT 2	4113 9TH AVE S	10,696.09
DMD 0434 03159	MATTHEWS, ROBERT F 800 5TH ST N SAINT PETERSBURG FL 337012326	36 31 16 63792 003 0070 OHIO PARK BLK 3, LOT 7	2515 20TH ST S	9,323.61
DMD 0434 03160	BROWN, ALPHONSO 2825 8TH ST S SAINT PETERSBURG FL 337053616	36 31 16 65358 009 0280 PALLANZA PARK REV MAP BLK 9, LOTS 28 & 29 & N 38 FT OF LOT 27	2825 8TH ST S	9,235.18
DMD 0434 03161	NAPIER, BETTY B 25 AMITY PL WAYNESVILLE NC 287858241	30 30 17 75528 005 0280 RIO VISTA BLK 5, LOT 28	247 81ST AVE N	14,371.67
DMD 0434 03162	BUGGS, JEFFERY C 2709 UNION ST S SAINT PETERSBURG FL 33712	26 31 16 97560 000 0220 WILDWOOD SUB LOT 22	2576 14TH AVE S	14,299.49

TOTAL NUMBER OF ASSESSMENTS: 6

TOTAL ASSESSMENT AMOUNT: 58,687.04

BUILDING DEMOLITION NUMBER DMO 434
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 24,226.50
Asbestos Cost	\$ 31,127.71
Legal Ad	\$ 1,294.28
Engineer's Chg	\$ 450.00
Administrative Fee	\$ <u>1,588.55</u>
TOTAL:	\$ 58,687.04

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 434 ("DMO NO. 434") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 434 ("DMO No. 434"); and

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

WHEREAS, the City Council has held a public hearing on February 18, 2016, to hear all persons who wished to be heard concerning this matter.

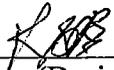
NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 434 ("DMO No. 434") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 434 ("DMO NO. 434") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: Second Amendment to the Development Agreement associated with approximately 18 acres of vacant land generally located on the northeast corner of 9th Avenue North and 66th Street North.

REQUEST: ORDINANCE ____-H, approving a Second Amendment to the Development Agreement.

Analysis is provided in the attached staff report.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL of the attached proposed ordinance.

Neighborhood Input: The subject property is not located within the boundaries of a formal neighborhood association, however, the Garden Manor Neighborhood Association is located immediately north (on the north side of 13th Avenue North), the Eagle Crest Neighborhood Association is located to the south (on the south side of 9th Avenue North), and the Crossroads Area Homeowners Association to the west (on the west side of 66th Street North).

A meeting on Sunday, November 22, 2015 was attended by leaders of the three neighborhood associations and representatives of DSSA, LLC and the City. The new vision and concept plan for the Residential Property was thoroughly discussed and supported by the neighborhood leaders, with the understanding that more details were forthcoming.

A second neighborhood meeting was held on Tuesday, January 19, 2016, hosted by the Crossroads Association. The DSSA, LLC representative presented two concept plans and discussed design and architectural features, and answered questions about the project including access from both 66th Street North and 9th Avenue North. It was estimated that 50 residents were in attendance, and while no formal vote was taken the City staff assessment was that the concept plans were (generally) favorably received.

City staff has received one phone call (requesting additional information) and one e-mail (requesting the CPPC minutes).

Community Planning & Preservation Commission (CPPC): On January 12, 2016 the CPPC held a public hearing on this matter and voted unanimously (6 to 0) to recommend approval.

I-3

City Council Action: On February 4, 2016 the City Council conducted the first reading of the attached proposed ordinance, and set the second reading and public hearing for February 18, 2016.

Recommended City Council Action: 1) CONDUCT the second reading of the attached proposed ordinance; AND 2) ADOPT the ordinance.

Attachments:

- ✓ CPPC Staff Report (with Subject Area Aerial and Concept Plans) and Draft Minutes
- ✓ Proposed Ordinance
- ✓ Second Amendment to the Development Agreement (with Exhibits A through G)



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 January 12, 2016
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

According to Planning & Economic Development Department records, no Commission members reside or have a place of business located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

SUBJECT: Proposed Second Amendment to the Development Agreement associated with the estimated 18 acres of land generally located on the northeast corner of 9th Avenue North and 66th Street North.

PROPERTY OWNERS: The Diocese of St. Petersburg
6363 - 9th Avenue North
St. Petersburg, FL 33710

West Florida - PPH, LLC
P.O. Box 80610
Indianapolis, IN 46280

REPRESENTATIVE: Bo Russ, Partner
DSSA, LLC
2401 West Bay Drive, Suite 503
Largo, Florida 33770

DEVELOPMENT AGREEMENT (HISTORY)

- On May 20, 2010 the St. Petersburg City Council adopted Ordinance 973-G, authorizing the Mayor to enter into a Development Agreement with the Diocese of St. Petersburg and Clear Ocean Investments, LLC. The eastern-most 12 acres (mol) of the overall 18 acre site, referred to as the "Residential Property," was to be redeveloped by Clear Ocean Investments II, Corporation with an 83-unit apartment building for the elderly; a 100-bed skilled nursing facility; and a 150-bed Assisted Living/Independent Living facility. The

western-most six acres (mol), referred to as the "Commercial Property," was to be redeveloped with 45,000 sq. ft. of medical office space in two separate buildings; 6,000 sq. ft. of daycare space; and a 4,000 sq. ft. bank on the northeast corner of 66th Street and 9th Avenue, or some combination of these uses not to exceed 55,000 sq. ft. of total development. *While a site plan was approved for the Commercial Property in February 2012 (discussed below) no development occurred.*

- On August 16, 2012 the St. Petersburg City Council adopted Ordinance 40-H, authorizing the Mayor to enter into a Modified Development Agreement with the Diocese of St. Petersburg and Heartland Communities, LLC. Heartland succeeded Clear Ocean as the developer of the Residential Property. This first amendment to the 2010 Development Agreement was specific to the Residential Property, providing for the following: a four-story building containing 85 assisted living facility/skilled nursing beds and 83 independent living units; and a second three-story building containing 165 ALF/skilled nursing beds. The amendment also provided flexibility as to the final mix of units and beds, with "not to exceed" limits of 166 independent living units or 499 ALF/skilled nursing beds. *While a site plan was approved for the Residential Property in September 2012 (discussed below) no development occurred.*

PREVIOUS SITE PLAN APPROVALS

- On February 17, 2012 the Community Preservation Commission (CPC) approved a variance request related to a proposed site plan for the western-most six acres of the 18 acre area governed by the Development Agreement, referred to as the Commercial Property, abutting 66th Street North (City File 12-54000001). The applicant was IASIS Healthcare. Specifically, the CPC approved variances to the required building setbacks and site design standards for two proposed medical office buildings and a bank site. *The site plan was consistent with the Development Agreement, however, the site plan expired on February 17, 2015.*
- On September 5, 2012 the Development Review Commission (DRC) approved a Heartland Communities, LLC site plan for 250 assisted living/skilled nursing beds and 83 independent living units on the eastern 12 acres of the 18 acre area governed by the Development Agreement (City File 12-31000030). *The site plan was consistent with the Development Agreement, however, the site plan expired on September 5, 2015.*

REQUEST

DSSA, LLC, which has succeeded Heartland Communities, LLC as the developer of the Residential Property, is requesting a second amendment to the 2010 Development Agreement, affecting both the Residential and Commercial properties. Regarding the Residential Property, the amendment provides for the following: two four-story buildings, one containing a 90 bed ALF community and the other containing 80 independent living units; a three-story, 120 bed skilled nursing facility; and three one-story Memory Care Villas, totaling 48 beds. The skilled nursing facility may be replaced with 14 one-story villas, totaling 28 independent living units.

The amendment stipulates that development on the Residential Property cannot exceed 166 independent living units or 498 ALF/skilled nursing beds, or an overall floor area of 259,600 sq. ft. The proposed amendment also affects the six acre (mol) Commercial Property abutting 66th Street North, providing more flexibility for the approved 55,000 sq. ft. of development, which may include a bank branch, medical office space, daycare space or a mix of professional office uses. Concept Plans have been provided for the Residential Property, and if adopted by City Council this Second Amendment to the Development Agreement and Concepts Plans will be recorded in the Pinellas County Public Records.

SPECIAL INFORMATION

- The 18 acre area governed by the Development Agreement is not located within the boundaries of a formal neighborhood association, however, the Garden Manor Neighborhood Association is located immediately north (on the north side of 13th Avenue North), the Eagle Crest Neighborhood Association is located to the south (on the south side of 9th Avenue North), and the Crossroads Area Homeowners Association to the west (on the west side of 66th Street North). A meeting on November 22, 2015 was attended by leaders of the three neighborhood associations and representatives of DSSA, LLC and the City. The new vision and concept plan for the Residential Property was thoroughly discussed and supported by the neighborhood leaders, with the understanding that more details were forthcoming.
- The 12 acre Residential Property remains under the ownership of the Diocese of St. Petersburg. The property's Future Land Use Map designation of Residential Medium and zoning designation of NSM-1 (Neighborhood Suburban Multifamily) were adopted in May 2010 (City File: FLUM-7).
- The six acre Commercial Property is presently owned by West Florida - PPH, LLC, a subsidiary of HCA (Hospital Corporation of America). The property's Future Land Use Map designation of Residential/Office General and zoning designation of CRS-1 (Corridor Residential Suburban) were also adopted in May 2010 (City File: FLUM-7).

ANALYSIS

The applicant (DSSA, LLC) is requesting that the 2010 Development Agreement be amended for a second time in order to accommodate its new development proposal and vision for the Residential Property. City staff supports the requested amendment because it does not increase the density or intensity of development previously approved, and it remains consistent with the Comprehensive Plan (discussed below).

The significant aspects of this proposed Second Amendment to the Development Agreement are summarized in the following table:

Residential Property	Commercial Property
4-story building with 80 Independent Living (IL) units	Development may include a bank branch, medical office space, daycare space <i>or professional office uses</i> (with the overall maximum intensity of development remaining at 55,000 sq. ft.).
4-story building with 90 Assisted Living Facility (ALF) beds	
3-story Skilled Nursing Facility with 120 beds (The developer may replace the Skilled Nursing Facility with 14 one-story villas, totaling 28 IL units.)	
1-story 48-bed Memory Care Facility (comprised of three villas)	
<i>Under no circumstances can the overall intensity of development exceed the present NSM-1 floor-area-ratio of 0.50, or 259,600 sq. ft.</i>	

Concept plans are attached, depicting the proposed uses to be constructed on the Residential Property (one plan showing the Skilled Nursing Facility and the other showing the 14 one-story villas that may replace the facility).

The applicant, DSSA, LLC, will be responsible for constructing the main project entrance and driveway on 66th Street North, to be used as the primary point of ingress and egress for both the Commercial Property and Residential Property. However, references in the Development Agreement to the *northern and southern driveways* on 66th Street abutting the Commercial Property have been deleted primarily due to the fact that while they were contemplated in the original (2010) Development Agreement and concept plan, the eventual developer of the Commercial Property should decide if one or both driveways (or neither) are needed. While there are several additional, non-substantive changes proposed, all terms and conditions of the Development Agreement, as previously amended, remain in full force and effect.

City staff supports this proposed Second Amendment to the Development Agreement because the amendment does not increase the density/intensity or type of development originally approved in May 2010 and modified in 2012. Should the City Council adopt the amendment in February 2016, it is anticipated that the DRC (Development Review Commission) will hold its public hearing pertaining to the site plan on April 6, 2016.

**CONSISTENCY WITH
COMPREHENSIVE
PLAN:**

The proposed Second Amendment to the Development Agreement is consistent with the following policies set forth in the Comprehensive Plan:

- LU3.5 The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.

- LU3.8 The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long term desirability of an area through appropriate land development regulations.

- LU3.15 The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.

- 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.

RECOMMENDATION: City staff recommends APPROVAL of the proposed Second Amendment to the Development Agreement based on consistency with the Comprehensive Plan.

Attachments:

- ✓ Subject Area Aerial
- ✓ Draft Second Amendment to the Development Agreement
- ✓ Ordinance 40-H, First Amendment to the Development Agreement adopted in August 2012 (exhibits not included)
- ✓ Ordinance 973-G, Development Agreement adopted in May 2010 (exhibits not included)



ARCHITECTURAL
 CONSULTANTS
 1000 15th Street, Suite 1000
 San Francisco, CA 94103
 TEL: 415.774.1100
 FAX: 415.774.1101
 WWW: www.aac.com

PROJECT NO. 13
 SHEET NO. A1.1

PROPOSED
 BEACHSIDE
 VILLAGE
 A RETIREMENT
 CONTINUUM

PREPARED BY: ARCHITECTURAL CONSULTANTS
 DATE: 10/15/03
 CHECKED BY: [Name]
 DATE: 10/15/03
 APPROVED BY: [Name]
 DATE: 10/15/03

PROJECT NO. 13
 SHEET NO. A1.1
 PROJECT NAME: BEACHSIDE VILLAGE
 PROJECT ADDRESS: 66th Street North, San Francisco, CA
 PROJECT TYPE: RETIREMENT CONTINUUM
 PROJECT STATUS: PRELIMINARY

SCALE: AS SHOWN
 DATE: 10/15/03
 PROJECT NO. 13
 SHEET NO. A1.1

CONCEPTUAL
 SITE PLAN
 A1.1





A11 CONSULTANTS
 ARCHITECTURAL
 1100 W. 10th Street, Suite 100
 Anchorage, Alaska 99501
 Phone: (907) 552-1100
 Fax: (907) 552-1101
 Website: www.a11consultants.com

CLIENT: VILLAGE

PROJECT:

BEACHSIDE VILLAGE
A RETIREMENT CONTINUUM

DATE: 08/14/2013
SCALE: AS SHOWN
PROJECT NO.: 1300000001

DESIGNED BY: A11 CONSULTANTS
DATE: 08/14/2013
PROJECT NO.: 1300000001

FILE LOCATION: \\server\projects\1300000001\1300000001.dwg

SHEET: 00000001
ALTERNATE CONCEPTUAL SITE PLAN

SCALE: AS SHOWN
DATE: 08/14/2013
PROJECT NO.: 1300000001
A1.1A



CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
January 12, 2016

PUBLIC HEARING

**Proposed Second Amendment to a
Development Agreement**

Contact Person: Rick MacAulay, 551-3386

Location: The land subject to the Development Agreement, estimated to be 18 acres (mol) in size, is generally located on the northeast corner of 9th Avenue North and 66th Street North.

Staff Presentation

Rick MacAulay gave a presentation based on the staff report.

Applicant Presentation

Bo Russ with DSSA, LLC, the project developer and authorized agent for the Southwest Diocese, gave a presentation in support of the request.

Public Hearing

James Schattman, President of Crossroads Area NA, spoke in support of the request; however, he did have a concern with increased traffic due to the new development in the general Tyrone area.

Executive Session

Commission Chair Carter stated his approval of the project and then asked how the skilled nursing beds will be "acquired." Mr. Russ stated that they now have three very interested parties and the beds will come from existing facilities. There is a movement underway in the industry to get away from multi-bedded rooms (3-4 bed wards) as well as from semi-private rooms and the operators are looking to move these beds to other facilities. The goal is to get as many beds as possible

Commission Chair Carter asked if these beds will be both for profit and not-for-profit. Mr. Russ stated that these are for profit beds; however, a not-for-profit entity (Bons Secour) has expressed interest in moving beds to this proposed community. He added that Bons Secour is not one of the three parties mentioned earlier.

Commission Chair Carter asked about the State of Florida's approval to transfer beds to the proposed facility. Mr. Russ stated that the state not only encourages the transfer of beds to newer facilities but also gives a 20% bonus for transferring beds from older facilities to newer facilities. The process consists of applying for an expedited review through the state which will take approximately two months for approval and he thinks there is a 98% chance of approval.

Commission Chair Carter asked if they will have skilled nursing Medicaid beds available as well as for profit beds. Mr. Russ replied, yes. Mr. Russ went on to say that their target patient will be a short-term rehab patient and if they get to the 120-bed range, there will definitely be Medicaid/Medicare beds.

Commission Chair Carter asked if the neighboring communities are aware of the alternative plans if the skilled nursing center is not developed and if Eagle Crest is aware of the 9th Avenue North entrance. Mr. MacAulay replied that they are aware of one alternative plan as well as the 9th Avenue North entrance. The final alternative plan was not presented to the neighborhoods because there is flexibility between the number of independent living units and the total number of beds, and is really a non-issue.

Commission Chair Carter asked if a traffic study has been done recently. Mr. MacAulay stated that when this property's land use and zoning changed was processed eight to nine years ago, a level of service analysis was done for both 66th Street and 9th Avenue North and found plenty of capacity. For this particular project dealing with the elderly (memory care, assisted living), very little traffic will be generated; some by the residents, employees, truck deliveries, etc.). Recent traffic studies have not been done on this site specifically but there is still capacity in this area in spite of all of the new development. Mr. Russ stated that public transportation will be provided for the residents within the facility.

Commissioner Burke asked if the proposed boulevard running between the subject property and 66th Street North has already been established and if it is part of the subject project. Mr. Russ stated that it is not part of their property; however, they have access rights to 66th Street through a reciprocal access easement. The entrance of the boulevard coincides with the entrance that was previously proposed and they are simply straightening it making it more efficient.

Commissioner Burke asked about the retention pond along 9th Avenue North. Mr. Russ stated that it will be a dry pond.

Commissioner Michaels asked about the on-site activities to be provided for the assisted living residents. Mr. Russ stated that there will two courtyards to be shared by assisted living and memory care and third courtyard to be shared by assisted living and independent living. One courtyard (south side) will have shuffleboard courts, walking trails, putting greens, and barbeque areas. The courtyard on the opposite side will have a beach-entry pool, pickle ball court, barbeque areas, a Bocce ball court and some walking trails. There will also be an exterior walking trail around the entire perimeter with outdoor exercise equipment/stations and rest areas.

Commissioner Michaels asked staff about the need for more work on the development agreement and should the Commission vote on what they have today since it is not complete, to which Mr. MacAulay replied, yes. The important aspects of the development agreement are the proposed uses seen on the concept plan. The additional work consists of the language regarding stormwater and utilities, outpatient care in the wellness center which the zoning district will not allow, and a couple of particulars concerning the PSTA bus stop on 66th Street and the pedestrian connection from that bus stop into the residential property. Mr. MacAulay went on to say that all of the language will be finalized prior to the City Council's February 18th adoption hearing.

Commissioner Wannemacher commented that the overall master plan is far superior to the two previous plans that were presented and helps to reinforce the idea of *aging in place* and St. Petersburg will benefit from this project.

MOTION:

Commissioner Michaels moved and Commissioner Wolf seconded a motion approving the proposed Second Amendment to the Development Agreement in accordance with the staff report.

VOTE:

*YES – Burke, Michaels, Reese, Wannemacher, Wolf, Carter
NO – None*

Motion passed by a vote of 6 to 0.

ORDINANCE NO. ___ - H

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH APPROXIMATELY 18 ACRES OF VACANT LAND GENERALLY LOCATED ON THE NORTHEAST CORNER OF 9TH AVENUE NORTH AND 66TH STREET NORTH; RECOGNIZING THAT THE SUBJECT AMENDMENT IS BY AND BETWEEN ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, WEST FLORIDA – PPH, LLC, OWNER OF THE COMMERCIAL PROPERTY, DSSA, LLC, WHICH HAS SUCCEEDED HEARTLAND COMMUNITIES, LLC AS DEVELOPER OF THE RESIDENTIAL PROPERTY, AND THE CITY OF ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

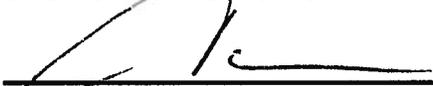
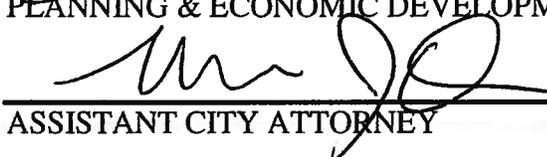
THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. A Second Amendment to the Development Agreement associated with approximately 18 acres of vacant land generally located on the northeast corner of 9th Avenue North and 66th Street North is hereby approved and adopted. The subject amendment is by and between Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, West Florida – PPH, LLC, owner of the Commercial Property, DSSA, LLC, which has succeeded Heartland Communities, LLC as developer of the Residential Property, and the City. A copy of the Second Amendment is attached hereto and incorporated herein.

SECTION 2. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVED AS TO FORM AND SUBSTANCE:

	1-19-16
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	DATE
	1/21/16
ASSISTANT CITY ATTORNEY	DATE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into this ____ day of _____, 2016, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9th Avenue North, St. Petersburg, Florida 33710 (hereinafter the "Owner of the Residential Property"), West Florida - PPH, LLC, a Florida Limited Liability Company, whose mailing address is P.O. Box 750, Nashville, Tennessee 37202 (hereinafter the "Owner of the Commercial Property") (and, collectively with the Owner of the Residential Property, the "Owners"), DSSA, LLC, an Ohio Limited Liability Company, whose mailing address is 2401 West Bay Drive, Suite 503, Largo, Florida 33770 (hereinafter the "Residential Property Developer"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is City Attorney's Office, P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (the Owners, the Residential Property Developer and the City shall hereinafter collectively be referred to as the "Parties").

WITNESSETH:

WHEREAS, the Owner of the Residential Property, Clear Ocean Investments II Corporation ("Clear Ocean"), and the City entered into that certain Development Agreement dated July 19, 2010 ("Development Agreement"), a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A," pertaining to a certain approximate 17.99 acre tract of land generally located at 6533 9th Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, more particularly described by its legal description, which is attached hereto and incorporated herein as Exhibit "B" (hereinafter, the "Property"); and

WHEREAS, the Development Agreement discussed the development of the Property in terms of the development of the "Residential Property" (approximately 12.02 acres of the Property), more particularly described by its legal description which is attached hereto and incorporated herein as Exhibit "C," and the development of the "Commercial Property" (approximately 5.96 acres of the Property), which is more particularly described by its legal description which is attached hereto and incorporated herein as Exhibit "D," and it identified Clear Ocean as the initial developer of record for the entire Property; and

WHEREAS, when the Owner of the Residential Property, Clear Ocean and the City entered into the Development Agreement, the Owner of the Residential Property owned the entire Property; and

WHEREAS, the Development Agreement established certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter, the "Act"); and

WHEREAS, the Development Agreement was recorded on August 5, 2010, at Official Records Book 16994, Pages 385-405, in the Public Records of Pinellas County, Florida, and it runs with the Property for a period of twenty (20) years from the Effective Date of the Development Agreement; and

WHEREAS, the Development Agreement, as amended by the First Amendment (defined herein), and which is attached hereto and incorporated herein as Exhibit "E," is still in effect as of the Effective Date of this Second Amendment and is binding upon and enforceable by and against those parties who signed the Development Agreement, their personal representatives, heirs, successors, grantees, and assigns; and

WHEREAS, on or about December 13, 2011, the Owner of the Residential Property sold the Commercial Property to Seaboard Development LLC ("Seaboard"), and on or about October 1, 2013, Seaboard sold the Commercial Property to the Owner of the Commercial Property; and

WHEREAS, Clear Ocean, which previously had a contract to purchase the Property from the Owner of the Residential Property and was acting as and named the developer in the Development Agreement, no longer has any interest in the Property; and

WHEREAS, Heartland Communities, LLC ("Heartland"), through that certain amendment to the Development Agreement ("First Amendment"), which was recorded on November 14, 2012, in the Official Records Book 17783, Pages 363-396, in the Public Records of Pinellas County, Florida, had a contract to purchase the Residential Property from the Owner of the Residential Property and was acting as and named the developer in the First Amendment, also no longer has any interest in the Property; and

WHEREAS, the Residential Property Developer has succeeded Clear Ocean and Heartland as the developer of the Residential Property and currently has a contract to purchase the Residential Property from the Owner of the Residential Property; and

WHEREAS, because the Property is currently owned by the Owners, which are two separate and distinct entities, the Parties desire to change the definition of the term "Developer" in the Development Agreement, as amended in the First Amendment, in order to reflect that the Owner of the Residential Property has identified the Residential Property Developer as the developer of record to construct the improvements on the Residential Property and that the Owner of the Commercial Property may identify its own developer to construct the improvements on the Commercial Property; and

WHEREAS, the Parties desire to, among other things, eliminate certain restrictions on the number of buildings allowed to be constructed upon the Residential Property, to clarify the specific buildings and uses allowed on the Residential Property, to provide for an alternative conceptual site plan on the Residential Property, to provide a maximum intensity for the Residential Property, to modify the allocation of uses on the Commercial Property, and to bifurcate certain on-site improvement requirements between the Commercial Property and the Residential Property so that the Residential Property will not be burdened with any on-site improvement requirements associated with the Commercial Property, and vice versa; and

WHEREAS, the Parties desire to identify the Residential Property Developer as the developer of record pertaining solely to the development of and improvements constructed upon the Residential Property pursuant to the terms and conditions of the Development Agreement, as amended by the First Amendment and this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Second Amendment are essential to this Second Amendment and are hereby deemed a part hereof.

2. Additional Definitions. The terms defined in the Development Agreement, as amended by the First Amendment and this Second Amendment, shall have the following meanings, except as herein otherwise expressly provided:

"Commercial Property Developer" means that certain developer (its successors and/or assigns) selected by the Owner of the Commercial Property to construct the improvements on the Commercial Property.

"Developer" means the Residential Property Developer or Commercial Property Developer, as the case may be.

"Residential Property Developer" means DSSA, LLC, an Ohio limited liability company, its successors and/or

assigns.

"Main Project Driveway" means the driveway constructed to provide access to the Residential Property from 66th Street North.

3. Amendment to Section 3. The one (1) reference to "Florida Department of Community Affairs" is hereby deleted and replaced with "Florida Department of Economic Opportunity". The two (2) references to "DCA" are hereby deleted and replaced with "DEO".

All other terms and conditions of Section 3 of the Development Agreement not specifically addressed or modified in this Paragraph 2 shall remain in full force and effect.

4. Amendment to Section 5(c) of the Development Agreement. The following language from Section 5(c) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

"The development uses proposed on the Residential Property shall include no more than two buildings: a building with approximately eighty-five (85) Assisted Living Facility (ALF)/skilled nursing beds and eighty-three (83) Independent Living (IL) units and no more than four (4) stories; and a building with approximately one hundred sixty-five (165) ALF/skilled nursing beds and no more than three (3) stories. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code."

and in its place is substituted the following:

"The development uses proposed on the Residential Property shall include the following: a four-story building with 80 Independent Living (IL) units; a four-story, 90 bed Assisted Living Facility; a three-story, 120-bed ALF/Skilled Nursing Facility; a one-story, 48-bed Memory Care Facility; and a one-story auxiliary/support services building. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. As an alternative, the Residential Property Developer may replace the Skilled Nursing Facility with up to 14 one-story duplex Villas, totaling 28 IL units. An alternative conceptual site plan for the Residential Property which depicts the Villas in place of the Skilled Nursing Facility is attached hereto and incorporated herein as Exhibit "G," to this Second Amendment."

The following language from Section 5(c) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

"The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Owner of the Commercial Property agrees that such uses are to be located on the portion of the Commercial Property fronting 66th Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses."

and in its place is substituted the following:

"The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories. However, under any proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of professional office uses."

The following language from Section 5(c)(9) of the Development Agreement is hereby amended to read as follows, with ~~struckthrough~~ language denoting deletions, and underlined language denoting additions:

“The Residential Property Developer and the Commercial Property Developer shall each be responsible for construction of a sidewalk which connects the immediately adjacent bus stops on 66th Street North to the entrance to each respective Property in a direct and efficient manner if agreed to by the City, the Florida Department of Transportation, and PSTA, prior to issuance of a Certificate of Occupancy for the first building completed on the Property.”

The following language from Section 5(c)(12) of the Development Agreement, as previously amended by the First Amendment (in paragraph 2 thereof), is hereby deleted:

“Development of the Residential Property shall be limited to two buildings. One building shall be no more than four stories, not to exceed the height permitted by the City Code. The second building shall be no more than three stories. It is anticipated that the four story building will include eighty-five (85) ALF/skilled nursing beds and eighty-three (83) Independent Living (IL) units and that the three story building will include one hundred sixty-five (165) ALF/skilled nursing beds. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. Additional examples of an IL unit and ALF/skilled nursing bed development mix utilizing the 3:1 ratio permitted by the City Code are as follows: fifty (50) IL units and three hundred forty-nine (349) ALF/skilled nursing beds; one hundred (100) IL units and one hundred ninety-nine (199) ALF/skilled nursing beds; and one hundred twenty-five (125) IL units and one hundred twenty-four (124) ALF/skilled nursing beds. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-nine (499) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These “not to exceed” limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds.”

and in its place is substituted the following:

“The development uses proposed on the Residential Property shall include a four-story building with 80 Independent Living (IL) units; a four-story, 90-bed Assisted Living Facility; a three-story, 120-bed ALF/Skilled Nursing Facility; a one-story, 48-bed Memory Care Facility and a one-story auxiliary/support services building. As an alternative, the Skilled Nursing Facility may be replaced with up to 14 one-story duplex Villas, totaling 28 IL units. An alternative conceptual site plan for the Residential Property which depicts the Villas in place of the Skilled Nursing Facility is attached hereto and incorporated herein as Exhibit “G” to this Second Amendment. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-eight (498) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These “not to exceed” limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds on the Residential Property. However, under no circumstances will the overall intensity of the development on the Residential Property exceed the present floor-area-ratio of 0.50, or 261,795 sq. ft. The development uses proposed on the Residential Property may include a licensed adult day care center as part of the Memory Care Facility and a health and wellness clinic that provides care for residents, which may be operated by the Owner of the Residential Property or a licensed third-party operator, or their successors and/or assigns.”

The following language from Section 5(c)(13) of the Development Agreement is hereby amended to read as follows, with ~~struckthrough~~ language denoting deletions, and underlined language denoting additions:

“The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property. Construction of the Main Project Driveway, providing ingress and egress between the Residential Property and 66th Street North, shall be completed prior to the issuance of the first building permit.”

All other terms and conditions of Section 5(c) of the Development Agreement, as previously amended by the First Amendment, not specifically addressed or modified in this Paragraph 3 shall remain in full force and effect.

5. Amendment to Section 5(d). The following language from Section 5(d)(1) of the Development Agreement is hereby amended to read as follows, with ~~strike~~through language denoting deletions, and underlined language denoting additions:

d. Provide directional median opening and southbound left turn lane on 66th Street at the main Project driveway ~~located between the northern and southern driveways~~.

e. Provide a northbound right turn lane on 66th Street at the main Project driveway ~~located between the northern and southern driveways~~.

f. Provide a northbound right turn lane on 66th Street at the northern and/or southern Project driveway(s), at the time of development of the Commercial Property, if deemed necessary by the governmental entities.

All other terms and conditions of Section 5(d)(1) of the Development Agreement not specifically addressed or modified in this Paragraph 4 shall remain in full force and effect.

6. Amendment to Section 6. The following language from Section 6(c) and 6(j) of the Development Agreement is hereby amended to read as follows, with ~~strike~~through language denoting deletions, and underlined language denoting additions:

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the ~~City of St. Petersburg~~ City Code and the Southwest Florida Water Management District ("SWFWMD"), shall meet the concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service. Stormwater improvements necessary to provide adequate stormwater management for the Residential Property, including the capacity required by construction of the Main Project Driveway which costs shall be shared with the Commercial Property Developer pursuant to the terms of a separate Reciprocal Easement Agreement, shall be designed and constructed by the Residential Property Developer, at its sole cost and expense. The stormwater improvements necessary to provide stormwater management for the Commercial Property shall be designed and constructed by the Commercial Property Developer in accordance with the to be determined scope of the Commercial Property Development, at its sole cost and expense.

(j) Utility Improvements: Utility improvements necessary to provide services to a structure shall be constructed by Developer at Developer's own cost and expense prior to issuance of certificates of occupancy for the structure. The utility improvements necessary for the Development of the Residential Property shall be independent from the utility improvements necessary for the Development of the Commercial Property, and vice versa. In other words, under no circumstance may either Developer use the other Developer's proposed utility facilities or improvements in order to comply with the requirements of the City Code.

All other terms and conditions of Section 6(c) and 6(j) of the Development Agreement, as amended by the First Amendment, not specifically addressed or modified in this Paragraph 6 shall remain in full force and effect.

Amendment to Section 15. Section 15 of the Development Agreement, and as amended by the First Amendment (in paragraph 3 thereof), is hereby deleted in its entirety and in its place is substituted the following:

Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner of the Residential Property:**
Diocese of St. Petersburg
ATTN: Real Estate Department
P.O. Box 40200
St. Petersburg, FL 33743-0200
With a copy to:
DiVito & Higham
ATTN: Joseph A. DiVito, Esq.
4514 Central Avenue
St. Petersburg, FL 33711
- (b) **To the Owner of the Commercial Property:**
West Florida - PPH, LLC
P.O. Box 750
Nashville, TN 37202
- (c) **To the Residential Property Developer:**
DSSA, LLC
2401 West Bay Drive, Suite 503
Largo, Florida 33770
- (d) **To the City:**
City of St. Petersburg
Attn: Director
Planning and Economic Development Department
One 4th Street North
St. Petersburg, FL 33701
With a copy to:
City Attorney's Office
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

7. Deadline for Execution. The Owners and Residential Property Developer shall execute this Second Amendment prior to the date on which the City Council considers this Second Amendment for final approval.

8. Conceptual Site Plan. The conceptual site plan attached to the First Amendment as Exhibit "E" is deleted and in its place is substituted a new conceptual site plan as set forth on Exhibit "F" attached to this Second Amendment. All references to Exhibit "F" in the Development Agreement shall instead now refer to Exhibit "F" in this Second Amendment. An alternative conceptual site plan, as set forth on Exhibit "G" attached to this Second Amendment, may be used in lieu of Exhibit "F" in this Second Amendment.

9. References to "Agreement." References to "Agreement" in the Development Agreement shall mean the Development Agreement, including any Exhibits, and any amendments thereto, including this Second Amendment.

10. Effect of Amendments. All other terms and conditions of the Development Agreement, as previously amended by the First Amendment, not specifically addressed or modified in this Second Amendment shall remain in full force and effect.

11. Ratification. The parties hereto ratify and confirm that all of the terms, conditions and provisions of the Development Agreement, as amended by the First Amendment and this Second Amendment, remain in full force and effect.

12. Recording and Effective Date. After this Second Amendment has been executed by the Parties, the City shall record the Second Agreement in the Public Records of Pinellas County, Florida, at the expense of the Owner of the Residential Property. This Second Amendment shall become effective upon such recordation.

13. Counterparts. This Second Amendment may be executed in counterparts, together which shall constitute an original document.

14. Binding Effect/Agreement Assignable. The Development Agreement, as amended by the First Amendment and Second Amendment, shall run with the land, shall be assignable and binding upon and inure to the benefit of the Owners and/or the Residential Property Developer, and their successors and/or assigns in interest, and the City and its successor and/or assigns in interest.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Development Agreement as of the day and year set forth above.

OWNER OF THE RESIDENTIAL PROPERTY:
ROBERT N. LYNCH, AS BISHOP OF
THE DIOCESE OF ST. PETERSBURG,
A CORPORATION SOLE

By: _____
Print: _____
As its: _____

WITNESSES:
Sign: _____
Print: _____
Sign: _____
Print: _____

OWNER OF THE COMMERCIAL PROPERTY:
West Florida - PPH, LLC

By: _____
Print: _____
As its: _____

WITNESSES:
Sign: _____
Print: _____
Sign: _____
Print: _____

RESIDENTIAL PROPERTY DEVELOPER:
DSSA, LLC

By: _____
Print: _____
As its: _____

WITNESSES:
Sign: _____
Print: _____
Sign: _____

Print: _____

CITY:
CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
As its: _____

WITNESSES:
Sign: _____
Print: _____
Sign: _____
Print: _____

ATTEST: _____
City Clerk

ACKNOWLEDGEMENT - OWNER OF THE RESIDENTIAL PROPERTY

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

Sign: _____
Print: _____
Notary Public, State of _____

My commission expires: _____

ACKNOWLEDGEMENT - OWNER OF THE COMMERCIAL PROPERTY

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in his/her capacity as _____ of West Florida - PPH, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

Sign: _____
Print: _____
Notary Public, State of _____

My commission expires: _____

ACKNOWLEDGEMENT - RESIDENTIAL PROPERTY DEVELOPER

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of January, 2016, by Bo Russ, in his capacity as a manager of DSSA, LLC, who is personally known to me or who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC

Sign: _____
Print: _____
Notary Public, State of _____

My commission expires: _____

ACKNOWLEDGEMENT - CITY OF ST. PETERSBURG, FLORIDA

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by _____, in his/her capacity as _____ and Chandrahasa Srinivasa, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced _____ as identification.

(SEAL)

NOTARY PUBLIC

Sign: _____
Print: _____
Notary Public, State of _____

My commission expires: _____

APPROVED AS TO CONTENT:

City Attorney (or designee)
By: _____
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (or designee)
By: _____
Assistant City Attorney

EXHIBIT "A"
DEVELOPMENT AGREEMENT

ORDINANCE NO. 973-G

AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE, AND CLEAR OCEAN INVESTMENTS II CORPORATION, A FLORIDA CORPORATION, RELATING TO THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF 9TH AVENUE NORTH AND 66TH STREET NORTH; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg, the Diocese of St. Petersburg and Clear Ocean Investments II, Corporation, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

SECTION 2. The Mayor is authorized to execute the Development Agreement on behalf of the City.

SECTION 3. The Development Agreement shall be valid for a period of twenty years from the date of execution.

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

First reading conducted on the 4th day of March, 2010.

Adopted by St. Petersburg City Council on second and final reading on the 20th day of May, 2010.



Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 

Amelia Preston, Deputy City Clerk

FLUM-7



Not vetoed. Effective date Thursday, May 27, 2010 at 5:00 p.m.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 19th day of JULY 2010, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9th Avenue North, St. Petersburg, Florida 33710 (hereinafter "Owner"), CLEAR OCEAN INVESTMENTS II CORPORATION, a Florida Corporation, whose mailing address is 4701 Central Avenue, St. Petersburg, Florida 33713 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 17.99 acres of land located at 6533 9th Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, SEMBLER FLORIDA, INC., a Florida Corporation, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707 (hereinafter "Sembler") has some existing contractual rights related to the Property that are not expected to survive the closing by the Developer on the Property; and

WHEREAS, Developer desires to develop approximately 12.02 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Property") as permitted in the City's Neighborhood Suburban Multifamily (NSM-1) zoning district with a Residential Medium (RM) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Residential Property from Institutional to Residential Medium (RM); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of the Residential Property from Neighborhood Suburban - 2 (NS-2) to Neighborhood Suburban Multifamily (NSM-1); and

WHEREAS, Developer desires to develop approximately 5.96 acres of the Property described on Exhibit "C" attached hereto (hereinafter the "Commercial Property") as permitted in the City's Corridor Residential Suburban (CRS-1) zoning district, subject to the limitations set forth in this Agreement, with a Residential/Office General (R/OG) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Commercial Property from Institutional to Residential/Office General (R/OG); and

WHEREAS, approximately 4.50 acres, described on Exhibit "D" attached hereto, of the Commercial Property is currently zoned Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of remaining approximately 1.46 acres, described on Exhibit "E" attached hereto, of the Commercial Property from Neighborhood Suburban - 2 (NS-2) to Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with Section 163.3220, Florida Statutes, et. seq. and Section 16.05 of the City's LDRs, the City is authorized to enter into a Development Agreement; and

WHEREAS, the first public hearing on this Agreement was held by the Planning and Visioning Commission on February 9, 2010; and

WHEREAS, the first reading of this Agreement was held by the City Council on March 4, 2010; and

WHEREAS, the second reading of and public hearing on this Agreement is scheduled to be held by the City Council on May 20, 2010; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

"Agreement" means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

"Authorized Representative" means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

"City Council" means the governing body of the City, by whatever name known or however constituted from time to time.

"City's Comprehensive Plan" means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

"City's LDRs" means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

"Development" means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

"Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

"Exhibits" means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

"Florida Statutes" means all references herein to "Florida Statutes" are to Florida Statutes (2009), as amended from time to time.

"Governmental Authority" means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

"Project" means the proposed development to be located on the Property as contemplated by this Agreement and as more particularly shown in the Diocese of St. Petersburg Site Plan, attached hereto and incorporated herein as Exhibit "F".

"Property" means the real property more particularly described in the legal description in Exhibit "A".

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. Recitals, Definitions, and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional twenty (20) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds an Institutional comprehensive land use designation. Owner has applied to the City to rezone the Residential Property from NS-2 to NSM-1, with a concurrent application to amend the Future Land Use designation to RM. Currently approximately 4.50 acres of the Commercial Property is zoned CRS-1. Owner has applied to the City to rezone the remaining approximately 1.46 acres of Commercial Property from NS-2 to CRS-1, with a concurrent application to amend the Future Land Use designation of the Commercial Property to R/OG. Upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of six (6) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. Additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.

(c) Limitations and Conditions on Use. A conceptual site plan for the Property is attached hereto as Exhibit "F". This site plan is conceptual only to provide a conceptual layout for the general location of the proposed uses and is subject to full site plan review in accordance with existing procedures and requirements established by the City's LDRs. The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Developer agrees that such uses are to be located on the portion of the Commercial Property fronting 66th Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses. The development uses proposed on the Residential

Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

- (1) Any buildings shall be prohibited within the northern one hundred forty (140) feet of the Property.
- (2) Residential buildings located on the 9th Avenue North perimeter of the Residential Property facing the abutting single family neighborhoods shall be designed in accordance with the Redevelopment Plan criteria set forth in the City's LDRs.
- (3) No motor vehicular access to or from the Property shall be allowed to or from 13th Avenue North.
- (4) The following uses shall be prohibited on any part of the Property:
 - a. Restaurants and bars (where the predominant business is the sale of alcoholic beverages) and liquor stores.
 - b. Outdoor sound system, loud speakers or live outdoor music.
 - c. Service truck deliveries between 10:00 pm and 6:00 am.
 - d. Pawn shops.
- (5) Developer shall incorporate the most current technology and applications to address site lighting spillage, including, but not limited to, flat lens, shields, low profile baffled lighting, and low profile poles. A photometric plan shall be developed to ensure that no source of illumination shall be directly visible from any window in any residence abutting the Property.
- (6) Any solid wall installed along 9th Avenue North shall be no higher than three (3) feet unless required to be higher by City Code.
- (7) Developer shall provide a bus pull-off area on 66th Street between 9th Avenue North and 13th Avenue North, if agreed to by the City, the Florida Department of Transportation, and Pinellas Suncoast Transit Authority (PSTA).
- (8) Developer shall provide enhanced bus shelters on 66th Street between 9th Avenue North and 13th Avenue North, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (9) Developer shall provide a pedestrian connection from the bus stops on 66th Street to the site, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (10) Developer shall provide pedestrian connections between the buildings within the site and 13th Avenue North, 9th Avenue North, and 66th Street, if agreed to by the City.
- (11) Developer shall provide bicycle racks within the site as required by City Code.
- (12) Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total.

(13) The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property.

(d) Additional Development Requirements. In addition to the site plan requirements set forth above, Developer agrees:

(1) To seek any required approvals from the Florida Department of Transportation and any other governmental entity for the following improvements and to make such improvements if the required approvals are received:

- a. Close the existing northern median opening on 66th Street between 9th Avenue North and 13th Avenue North.
- b. Extend the southbound left turn lane on 66th Street at 9th Avenue North.
- c. Extend the northbound left turn lane on 66th Street at 13th Avenue North.
- d. Provide directional median opening and southbound left turn lane on 66th Street at the main Project driveway located between the northern and southern driveways.
- e. Provide a northbound right turn lane on 66th Street at the main Project driveway located between the northern and southern driveways.
- f. Provide a northbound right turn lane on 66th Street at the northern Project driveway.
- g. Provide an eastbound left turn lane on 9th Avenue North at the eastern Project driveway.
- h. Provide a westbound right turn lane on 9th Avenue North at the eastern Project driveway.
- i. Extend the westbound right turn lane and westbound left turn lane on 9th Avenue North at 66th Street.

(2) To design and construct any access to or egress from the Property onto 9th Avenue North so as to eliminate or deter vehicular traffic from and through to 65th Street North into the Eagle Crest Neighborhood. Developer will assist, support and cooperate with the Eagle Crest Neighborhood Association to obtain modifications at the southernmost intersection of 9th Avenue North and 65th Street North to eliminate or deter through traffic access onto the Property from 65th Street North.

(3) To assist, support and cooperate with the appropriate neighborhood associations to obtain "No U-Turn" approval and signage at the intersection of 66th Street and 13th Avenue North from the Florida Department of Transportation and any other governmental authority/jurisdiction from which approval of such signage must be obtained.

(4) To limit, as reasonably practicable, vehicular traffic related to construction activities at the Project Site from using the streets in the residential neighborhoods surrounding the Project Site.

(5) To limit the days and hours of construction activities as required by the City of St. Petersburg City Code.

6. Public Facilities: Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project Site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project Site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the NSM-1 and CRS-1 zoning districts:

- (a) Final site plan and, if applicable, special exception approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;

- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Development of the Property for the purposes allowed in the NSM-1 and CRS-1 zoning districts will be consistent with the City's Comprehensive Plan once the Future Land Use element of the Plan is amended to Residential/Office General (R/OG) for the Commercial Property and to Residential Medium (RM) for the Residential Property.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such owner, and the owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Concurrency and Comprehensive Plan Findings. Based on the conceptual site plan incorporated herein as Exhibit "F", the City has determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project. The City has found that the Project and this Agreement appear to be consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with §163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
Diocese of St. Petersburg
ATTN: Real Estate Department
P.O. Box 40200
St. Petersburg, FL 33743-0200
With a copy to:
DiVito & Higham
ATTN: Joseph A. DiVito, Esq.
4514 Central Avenue
St. Petersburg, FL 33711

- (b) **To the Developer:**
Clear Ocean Investments II Corporation
ATTN: William H. Howell
4701 Central Avenue, Suite A
St. Petersburg, FL 33713
With a copy to:
Hayes Law Group
ATTN: George L. Hayes, III, Esq.
4701 Central Avenue, Suite A
St. Petersburg, FL 33713
- (c) **To the City:**
City of St. Petersburg
Attn: Rick W. MacAulay, Manager
Urban Planning, Design and Historic Preservation Division
City of St. Petersburg Development Services Dept
One 4th Street North
St. Petersburg, FL 33701
With a copy to:
Assistant City Attorney, City of St. Petersburg
Attn: Milton A. Galbraith, Jr., Esq.
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33701

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional twenty (20) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project Site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this 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 Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than RM; (3) the zoning of the Residential Property or any portion thereof changes to any designation other than NSM-1; (4) the Future Land Use Designation of the Commercial Property or any portion thereof changes to any designation other than R/OG; or (5) the zoning designation of the Commercial Property or any portion thereof changes to any designation other than CRS-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

Eva Andujar
CITY CLERK

CITY
CITY OF ST. PETERSBURG, FLORIDA

By: *[Signature]*

As Its: Mayor

19th day of July, 2010

Approved as to form and content *[Signature]*

By Office of City Attorney
Erica K. Smith



OWNER

WITNESSES:

ROBERT N. LYNCH, AS BISHOP OF
THE DIOCESE OF ST. PETERSBURG,
A CORPORATION SOLE

sign Maria T. Gonzalez
print Maria T. Gonzalez
sign Elizabeth M. DePula
print Elizabeth M. DePula

By: [Signature]
print Elizabeth M. DePula
title Secretary of Administration
date 4/9/10

DEVELOPER

WITNESSES:

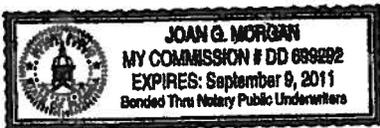
CLEAR OCEAN INVESTMENTS II CORPORATION,
A FLORIDA CORPORATION

sign Cindy Fearon
print CINDY FEARON
sign [Signature]
print LINDA FEARON

By: [Signature]
print William H. Howell
title PRES.
date 4-9-10

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of April, 2010,
by Elizabeth DePula on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a
Corporation Sole, who is personally known to me or produced _____ as identification.



NOTARY PUBLIC:

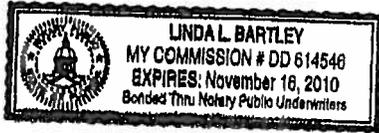
sign [Signature]
print JOAN G. MORGAN

State of Florida at Large
My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of April, 2010,
by WILLIAM H. HOWELL as PRES. of Clear Ocean Investments II
Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced
_____ as identification.



(SEAL)

NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

EXHIBIT "A"

LLEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

EXHIBIT "B"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.02 ACRES, MORE OR LESS.

EXHIBIT "C"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "D"

LEGAL DESCRIPTION:

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "E"

LEGAL DESCRIPTION:

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

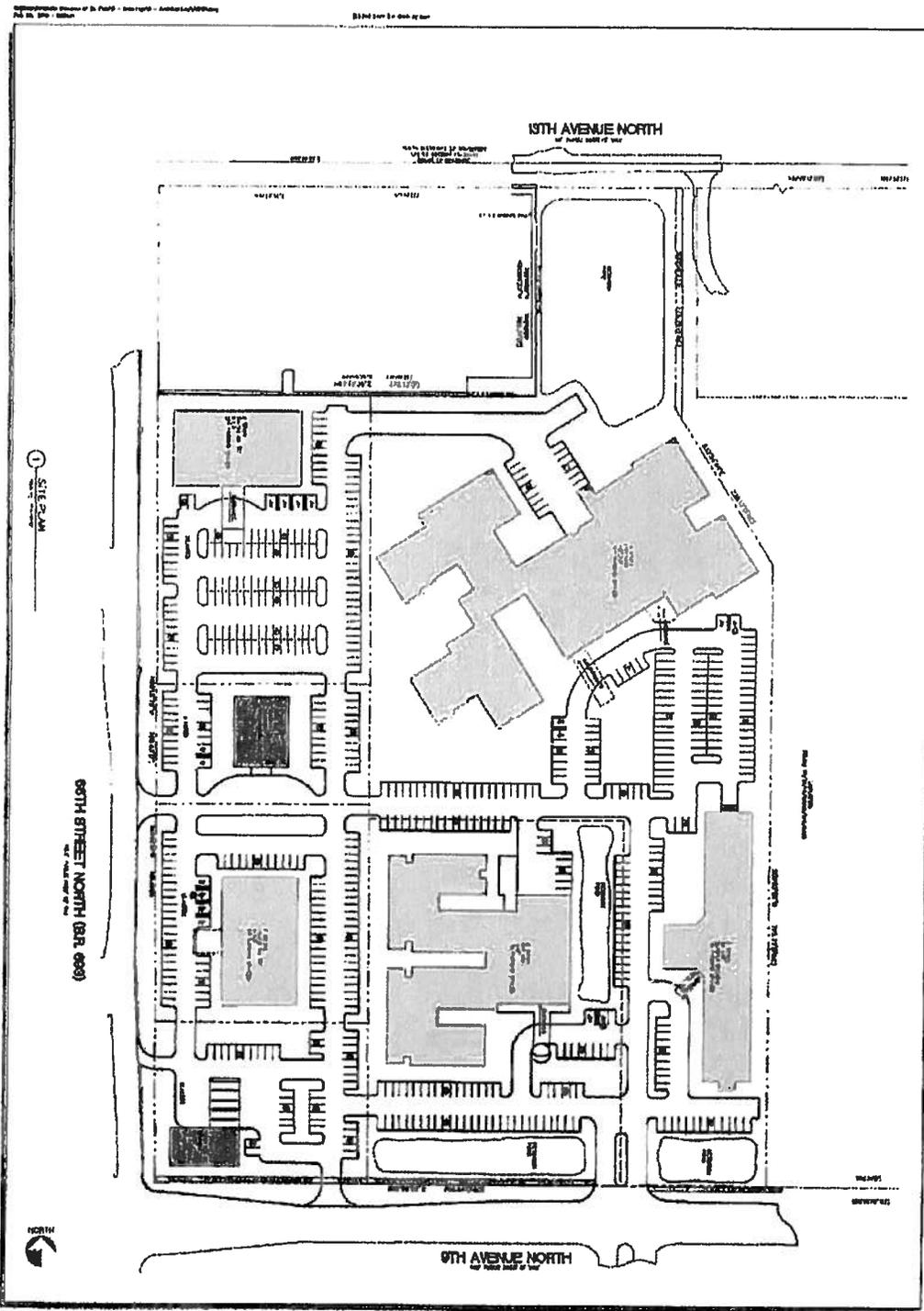
PLUS

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "F"

SITE PLAN



<p>AS101</p>	<p>AS101</p>	<p>AS101</p>	<p>DIocese of ST. PETERSBURG 60TH ST. N. @ 9TH AVE. N. ST. PETERSBURG FL.</p>	<p>AS101</p>	<p>AS101</p>	<p>BESSOLO BESSOLO GROUP, INC.</p>
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EXHIBIT "B"
LEGAL DESCRIPTION - PROPERTY

Crossroads at Tyrone, Block 1, Lots 1 - 3, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 17.99 acres, mol.)

EXHIBIT "C"
LEGAL DESCRIPTION – RESIDENTIAL PROPERTY

Crossroads at Tyrone, Block 1, Lot 3, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 12.02 acres, mol.)

EXHIBIT "D"
LEGAL DESCRIPTION – COMMERCIAL PROPERTY

Crossroads at Tyrone, Block 1, Lots 1 and 2, Plat Book 137, Pages 75-76, as recorded in the Public Records of Pinellas County, Florida. (Containing 5.96 acres, mol.)

EXHIBIT "E"
FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

ORDINANCE NO. 40-H

AN ORDINANCE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, CLEAR OCEAN INVESTMENTS II CORPORATION, AND THE CITY OF ST. PETERSBURG RELATING TO THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED AT 6533 NINTH AVENUE NORTH WITHIN THE BOUNDARIES OF THE CITY; RECOGNIZING THAT THE SUBJECT AMENDMENT IS BETWEEN THE CITY, ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, AND HEARTLAND COMMUNITIES, LLC, WHICH HAS SUCCEEDED CLEAR OCEAN INVESTMENTS II CORPORATION AS DEVELOPER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. An Amendment to the Development Agreement between Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, Clear Ocean Investments II Corporation, a Florida Corporation, and the City of St. Petersburg relating to the development of property generally located at 6533 Ninth Avenue North within the boundaries of the City is hereby approved and adopted. The subject Amendment is between the City, Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, and Heartland Communities, LLC, a Florida Limited Liability Company, which has succeeded Clear Ocean Investments II Corporation as Developer. A copy of the Amendment is attached hereto and incorporated herein as Exhibit "1."

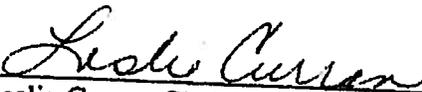
SECTION 2. The Mayor, or his designee, is authorized to execute the Amendment to the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk.

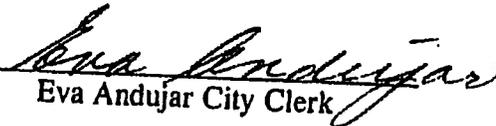
In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on the 2nd day of August, 2012.

Adopted by St. Petersburg City Council on second and final reading on the 16th day of August, 2012.



Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
Eva Andujar City Clerk



Title Published: Times 1-t 8/5/2012

Not vetoed. Effective date Thursday, August 23, 2012 at 5:00 p.m.

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into this 16th day of October, 2012, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9th Avenue North, St. Petersburg, Florida 33710 (hereinafter the "Owner"), HEARTLAND COMMUNITIES, LLC, a Florida Limited Liability Company, whose mailing address is P.O. Box 978, Doylestown, Pennsylvania 18901 (hereinafter the "Developer"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is City Attorney's Office, P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City").

WITNESSETH:

WHEREAS, Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, Clear Ocean Investments II Corporation, and the City entered into that certain Development Agreement dated July 19, 2010 ("Development Agreement") and more particularly described in Exhibit "A," attached hereto and made a part hereof, pertaining to a certain approximately 17.99 acres of land located at 6533 9th Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, more particularly described in the legal description in Exhibit "B," attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, the Development Agreement established certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter, the "Act"); and

WHEREAS, the Development Agreement was recorded in the Public Records of Pinellas County on August 5, 2010 at OR Book 16994, Page 385-405 and runs with the Property for a period of twenty (20) years from the Effective Date of that Agreement; and

WHEREAS, the Development Agreement is still in effect as of the Effective Date of this Amendment and is binding upon and enforceable by and against those parties who signed the Development Agreement, their personal representatives, heirs, successors, grantees, and assigns; and

WHEREAS, the Development Agreement discussed the development of the Property in terms of the development of the "Residential Property" (approximately 12.02 acres of the Property), more particularly described in the legal description in Exhibit "C," attached hereto and made a part hereof, and the development of the "Commercial Property" (approximately 5.96 acres of the Property), more particularly described in the legal description in Exhibit "D," attached hereto and made a part hereof; and

WHEREAS, this Amendment makes certain changes to the terms of development of the Residential Property only; and

WHEREAS, Clear Ocean Investments II Corporation, which previously had a contract to purchase the Property from the Owner and was acting as Developer, no longer has any interest in the Property; and

WHEREAS, Heartland Communities, LLC has succeeded Clear Ocean Investments II Corporation as the Developer of the Residential Property and has a contract to purchase the Residential Property from the Owner; and

WHEREAS, the Owner and the Developer desire to modify certain terms of the Development Agreement to decrease the maximum number of buildings that may be constructed on the Residential Property, to clarify the allowable height and number of stories for each building, and to clarify that each independent

living unit permitted under the Development Agreement, as amended, may be exchanged for three assisted living facility/skilled nursing beds and vice versa.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Owner, the Developer, and the City agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference. All exhibits to this Amendment are essential to this Amendment and are hereby deemed a part hereof.

2. Amendment to Section 5(c). The following language from Section 5(c) is hereby deleted:
"The development uses proposed on the Residential Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total."

and in its place is substituted the following:

"The development uses proposed on the Residential Property shall include no more than two buildings: a building with approximately eighty-five (85) Assisted Living Facility (ALF)/skilled nursing beds and eighty-three (83) Independent Living (IL) units and no more than four (4) stories; and a building with approximately one hundred sixty-five (165) ALF/skilled nursing beds and no more than three (3) stories. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code."

The following language from Section 5(c)(12) is hereby deleted:

"Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total."

and in its place is substituted the following:

"Development of the Residential Property shall be limited to two buildings. One building shall be no more than four stories, not to exceed the height permitted by the City Code. The second building shall be no more than three stories. It is anticipated that the four story building will include eighty-five (85) ALF/skilled nursing beds and eighty-three (83) Independent Living (IL) units and that the three story building will include one hundred sixty-five (165) ALF/skilled nursing beds. Each IL unit may be exchanged for three (3) ALF/skilled nursing beds, and vice versa, pursuant to the City Code. Additional examples of an IL unit and ALF/skilled nursing bed development mix utilizing the 3:1 ratio permitted by the City Code are as follows: fifty (50) IL units and three hundred forty-nine (349) ALF/skilled nursing beds; one hundred (100) IL units and one hundred ninety-nine (199) ALF/skilled nursing beds; and one hundred twenty-five (125) IL units and one hundred twenty-four (124) ALF/skilled nursing beds. If the Residential Property is developed solely with ALF/skilled nursing beds, the maximum development potential shall not exceed four hundred ninety-nine (499) ALF/skilled nursing beds. If the Residential Property is developed solely with IL units, the maximum development potential shall not exceed one hundred sixty-six (166) IL units. These "not to exceed" limits are intended to allow flexibility in the mix of IL units and ALF/skilled nursing beds."

All other terms and conditions of Section 5(c) not specifically addressed or modified in this Paragraph 2 shall remain in full force and effect.

3. Amendment to Section 15. Section 15 of the Development Agreement is hereby deleted in its entirety and in its place is substituted the following:

Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
Diocese of St. Petersburg
ATTN: Real Estate Department
P.O. Box 40200
St. Petersburg, FL 33743-0200
With a copy to:
DiVito & Higham
ATTN: Joseph A. DiVito, Esq.
4514 Central Avenue
St. Petersburg, FL 33711
- (b) **To the Developer:**
Heartland Communities, LLC
P.O. Box 978
Doylestown, Pennsylvania 18901
- (c) **To the City:**
City of St. Petersburg
Attn: Director
Planning and Economic Development Department
One 4th Street North
St. Petersburg, FL 33701
With a copy to:
City Attorney's Office
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

4. Amendment to Section 19. Section 19 of the Development Agreement is hereby deleted in its entirety and in its place is substituted the following:

Governing Laws. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida, Tampa Division, for federal actions, to the exclusion of any other venue, unless a federal division shall be created in St. Petersburg or Pinellas County, in which case any federal action shall be brought in that division. The parties agree that in the event litigation is brought by any party, that the parties waive the right to a trial by jury.

5. Deadline for Execution. The Owner and Developer shall execute this Amendment prior to the date on which the City Council considers this Amendment for final approval.

6. Conceptual Site Plan. The conceptual site plan attached to the Development Agreement as Exhibit "F" is deleted and in its place is substituted a new conceptual site plan as set forth on Exhibit "E" attached to this Amendment. All references to Exhibit "F" in the Development Agreement shall instead now refer to Exhibit "E" in this Amendment.

7. References to "Agreement." References to "Agreement" in the Development Agreement shall mean the Development Agreement, including any Exhibits, and any amendments thereto, including this Amendment.

8. Effect of Amendments. All other terms and conditions of the Development Agreement not specifically addressed or modified in this Amendment shall remain in full force and effect.

9. Ratification. The parties hereto ratify and confirm that all of the terms, conditions and provisions of the Development Agreement as amended by this Amendment remain in full force and effect.

10. Recording and Effective Date. After this Amendment has been executed by the Parties, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense. This Amendment shall become effective upon such recordation.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Development Agreement as of the day and year set forth above.

OWNER:

**ROBERT N. LYNCH, AS BISHOP OF
THE DIOCESE OF ST. PETERSBURG,
A CORPORATION SOLE**

By: [Signature]
Print: ELIZABETH M DEPTOLA
As its: _____

100
2/2/11

WITNESSES:

Sign: [Signature]
Print: Joseph A. DeVito
Sign: [Signature]
Print: DARRON ARJELL

DEVELOPER:

HEARTLAND COMMUNITIES, LLC

By: [Signature]
Print: STUART D. MILLS
As its: MANAGING MEMBER

WITNESSES:

Sign: [Signature]
Print: Thomas Weber
Sign: [Signature]
Print: Donna L. Weber

CITY:

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]
Print: LISH ELSTON
As its: City Administrator

WITNESSES:

Sign: [Signature]
Print: Amelia Preston
Sign: [Signature]
Print: Patricia Benesh

ATTEST: [Signature]
City Clerk

ACKNOWLEDGMENT - OWNER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13 day of July, 2011, by Elizabeth M Deptola, on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a



Corporation Sole, who is personally known to me or who has produced _____ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Angelica Velazquez
Print: ANGELICA VELAZQUEZ
Notary Public, State of FLORIDA

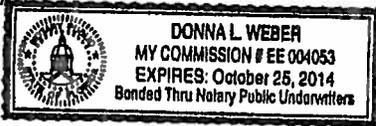
My commission expires: March 11, 2016

ACKNOWLEDGMENT - DEVELOPER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by Stuart D. Mills, in his/her capacity as Managing Member of Heartland Communities, LLC., who is personally known to me or who has produced _____ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Donna L. Weber
Print: Donna L. Weber
Notary Public, State of Florida

My commission expires: 10-25-2014

ACKNOWLEDGMENT - CITY OF ST. PETERSBURG, FLORIDA

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Leticia Elston, in his/her capacity as City Administrator and Eva Andujar, City Clerk, on behalf of the City of St. Petersburg, Florida, who are personally known to me or who have produced _____ as identification.

(SEAL)



NOTARY PUBLIC

Sign: Cathy E. Davis
Print: Cathy E. Davis
Notary Public, State of Florida

My commission expires: 3/12/2013

APPROVED AS TO CONTENT: APPROVED AS TO FORM:

City Attorney (or designee)
By: [Signature]
Assistant City Attorney

City Attorney (or designee)
By: [Signature]
Assistant City Attorney

EXHIBIT "A"
DEVELOPMENT AGREEMENT

ORDINANCE NO. 973-G

AN ORDINANCE APPROVING AND ADOPTING
A DEVELOPMENT AGREEMENT WITH
ROBERT N. LYNCH, AS BISHOP OF THE
DIOCESE OF ST. PETERSBURG, A
CORPORATION SOLE, AND CLEAR OCEAN
INVESTMENTS II CORPORATION, A FLORIDA
CORPORATION, RELATING TO THE
DEVELOPMENT OF PROPERTY GENERALLY
LOCATED ON THE NORTHEAST CORNER OF
9TH AVENUE NORTH AND 66TH STREET
NORTH; AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT; AND
PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg, the Diocese of St. Petersburg and Clear Ocean Investments II, Corporation, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

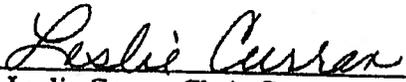
SECTION 2. The Mayor is authorized to execute the Development Agreement on behalf of the City.

SECTION 3. The Development Agreement shall be valid for a period of twenty years from the date of execution.

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

First reading conducted on the 4th day of March, 2010.

Adopted by St. Petersburg City Council on second and final reading on the 20th day of May, 2010.



Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 

Amelia Preston, Deputy City Clerk

FLUM-7



Not vetoed. Effective date Thursday, May 27, 2010 at 5:00 p.m.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 19th day of JULY 2010, by and between ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, a Corporation Sole, whose mailing address is 6363 9th Avenue North, St. Petersburg, Florida 33710 (hereinafter "Owner"), CLEAR OCEAN INVESTMENTS II CORPORATION, a Florida Corporation, whose mailing address is 4701 Central Avenue, St. Petersburg, Florida 33713 (hereinafter the "Developer") and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is P. O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 17.99 acres of land located at 6533 9th Avenue North, St. Petersburg, Florida 33710 within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner has contracted to sell the Property and Developer has contracted to purchase the Property; and

WHEREAS, SEMBLER FLORIDA, INC., a Florida Corporation, whose address is 5858 Central Avenue, St. Petersburg, Florida 33707 (hereinafter "Sembler") has some existing contractual rights related to the Property that are not expected to survive the closing by the Developer on the Property; and

WHEREAS, Developer desires to develop approximately 12.02 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Property") as permitted in the City's Neighborhood Suburban Multifamily (NSM-1) zoning district with a Residential Medium (RM) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Residential Property from Institutional to Residential Medium (RM); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of the Residential Property from Neighborhood Suburban - 2 (NS-2) to Neighborhood Suburban Multifamily (NSM-1); and

WHEREAS, Developer desires to develop approximately 5.96 acres of the Property described on Exhibit "C" attached hereto (hereinafter the "Commercial Property") as permitted in the City's Corridor Residential Suburban (CRS-1) zoning district, subject to the limitations set forth in this Agreement, with a Residential/Office General (R/OG) comprehensive land use designation; and

WHEREAS, Owner has filed an application with the City requesting a Comprehensive Plan Change Amendment to change the Future Land Use Plan Category for the Commercial Property from Institutional to Residential/Office General (R/OG); and

WHEREAS, approximately 4.50 acres, described on Exhibit "D" attached hereto, of the Commercial Property is currently zoned Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner has filed a Rezoning Application with the City to change the zoning of remaining approximately 1.46 acres, described on Exhibit "E" attached hereto, of the Commercial Property from Neighborhood Suburban - 2 (NS-2) to Corridor Residential Suburban (CRS-1); and

WHEREAS, Owner, Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act"); and

WHEREAS, in accordance with Section 163.3220, Florida Statutes, et. seq. and Section 16.05 of the City's LDRs, the City is authorized to enter into a Development Agreement; and

WHEREAS, the first public hearing on this Agreement was held by the Planning and Visioning Commission on February 9, 2010; and

WHEREAS, the first reading of this Agreement was held by the City Council on March 4, 2010; and

WHEREAS, the second reading of and public hearing on this Agreement is scheduled to be held by the City Council on May 20, 2010; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

"Agreement" means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

"Authorized Representative" means the person or persons designated and appointed from time to time as such by the Owner, Developer, or the City.

"City Council" means the governing body of the City, by whatever name known or however constituted from time to time.

"City's Comprehensive Plan" means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

"City's LDRs" means the City of St. Petersburg Land Development Regulations, as most recently amended prior to the date hereof.

"Development" means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

"Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

"Exhibits" means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

"Florida Statutes" means all references herein to "Florida Statutes" are to Florida Statutes (2009), as amended from time to time.

"Governmental Authority" means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.

"Project" means the proposed development to be located on the Property as contemplated by this Agreement and as more particularly shown in the Diocese of St. Petersburg Site Plan, attached hereto and incorporated herein as Exhibit "F".

"Property" means the real property more particularly described in the legal description in Exhibit "A".

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promises hereinafter set forth, the Parties agree as follows:

1. Recitals, Definitions, and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.
2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.
3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Comprehensive Plan Amendment and Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").
4. Duration. The initial term of this Agreement shall be for twenty (20) years from the Effective Date. Owner and Developer agree that this Agreement may be extended by the City at the end of the initial term for an additional twenty (20) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.
5. Permitted Development Uses and Building Intensities.
 - (a) Permitted Development Uses. The Property currently holds an Institutional comprehensive land use designation. Owner has applied to the City to rezone the Residential Property from NS-2 to NSM-1, with a concurrent application to amend the Future Land Use designation to PM. Currently approximately 4.50 acres of the Commercial Property is zoned CRS-1. Owner has applied to the City to rezone the remaining approximately 1.46 acres of Commercial Property from NS-2 to CRS-1, with a concurrent application to amend the Future Land Use designation of the Commercial Property to R/OG. Upon such rezoning and land use plan amendments being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.
 - (b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of six (6) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. Additional building height can be achieved pursuant to the Large Tract Planned Development Overlay regulations, set forth in Chapter 16 of the City Code.
 - (c) Limitations and Conditions on Use. A conceptual site plan for the Property is attached hereto as Exhibit "F". This site plan is conceptual only to provide a conceptual layout for the general location of the proposed uses and is subject to full site plan review in accordance with existing procedures and requirements established by the City's LDRs. The development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. bank branch; a fifteen thousand (15,000) sq. ft. one (1) story medical office building; a six thousand (6,000) sq. ft. daycare facility; and a thirty thousand (30,000) sq. ft. two (2) story medical office building. In the alternative, the development uses proposed on the Commercial Property and their approximate sizes include a four thousand (4,000) sq. ft. one (1) story bank branch and a fifty-one thousand (51,000) sq. ft. medical office building with no more than three (3) stories, and the Developer agrees that such uses are to be located on the portion of the Commercial Property fronting 66th Street. Under either proposed development scenario, total development of the Commercial Property shall not exceed fifty-five thousand (55,000) sq. ft. of development uses. The development uses proposed on the Residential

Property include an apartment building for the elderly with eighty-three (83) units and no more than three (3) stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two (2) stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three (3) stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

- (1) Any buildings shall be prohibited within the northern one hundred forty (140) feet of the Property.
- (2) Residential buildings located on the 9th Avenue North perimeter of the Residential Property facing the abutting single family neighborhoods shall be designed in accordance with the Redevelopment Plan criteria set forth in the City's LDRs.
- (3) No motor vehicular access to or from the Property shall be allowed to or from 13th Avenue North.
- (4) The following uses shall be prohibited on any part of the Property:
 - a. Restaurants and bars (where the predominant business is the sale of alcoholic beverages) and liquor stores.
 - b. Outdoor sound system, loud speakers or live outdoor music.
 - c. Service truck deliveries between 10:00 pm and 6:00 am.
 - d. Pawn shops.
- (5) Developer shall incorporate the most current technology and applications to address site lighting spillage, including, but not limited to, flat lens, shields, low profile baffled lighting, and low profile poles. A photometric plan shall be developed to ensure that no source of illumination shall be directly visible from any window in any residence abutting the Property.
- (6) Any solid wall installed along 9th Avenue North shall be no higher than three (3) feet unless required to be higher by City Code.
- (7) Developer shall provide a bus pull-off area on 66th Street between 9th Avenue North and 13th Avenue North, if agreed to by the City, the Florida Department of Transportation, and Pinellas Suncoast Transit Authority (PSTA).
- (8) Developer shall provide enhanced bus shelters on 66th Street between 9th Avenue North and 13th Avenue North, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (9) Developer shall provide a pedestrian connection from the bus stops on 66th Street to the site, if agreed to by the City, the Florida Department of Transportation, and PSTA.
- (10) Developer shall provide pedestrian connections between the buildings within the site and 13th Avenue North, 9th Avenue North, and 66th Street, if agreed to by the City.
- (11) Developer shall provide bicycle racks within the site as required by City Code.
- (12) Development of the Residential Property shall be limited to an apartment building for the elderly with eighty-three (83) units and no more than three stories; a skilled nursing facility with approximately one hundred (100) beds and no more than two stories; and an Assisted Living Facility/Independent Living Facility (ALF/ILF) with approximately one hundred fifty (150) beds and no more than three stories. Together the skilled nursing facility and the ALF/ILF on the Residential Property shall have no more than two hundred fifty (250) beds total.

(13) The final site plan shall clearly identify the points of vehicular access into the Residential Property and between the Residential Property and the Commercial Property.

(d) Additional Development Requirements. In addition to the site plan requirements set forth above, Developer agrees:

(1) To seek any required approvals from the Florida Department of Transportation and any other governmental entity for the following improvements and to make such improvements if the required approvals are received:

- a. Close the existing northern median opening on 66th Street between 9th Avenue North and 13th Avenue North.
- b. Extend the southbound left turn lane on 66th Street at 9th Avenue North.
- c. Extend the northbound left turn lane on 66th Street at 13th Avenue North.
- d. Provide directional median opening and southbound left turn lane on 66th Street at the main Project driveway located between the northern and southern driveways.
- e. Provide a northbound right turn lane on 66th Street at the main Project driveway located between the northern and southern driveways.
- f. Provide a northbound right turn lane on 66th Street at the northern Project driveway.
- g. Provide an eastbound left turn lane on 9th Avenue North at the eastern Project driveway.
- h. Provide a westbound right turn lane on 9th Avenue North at the eastern Project driveway.
- i. Extend the westbound right turn lane and westbound left turn lane on 9th Avenue North at 66th Street.

(2) To design and construct any access to or egress from the Property onto 9th Avenue North so as to eliminate or deter vehicular traffic from and through to 65th Street North into the Eagle Crest Neighborhood. Developer will assist, support and cooperate with the Eagle Crest Neighborhood Association to obtain modifications at the southernmost intersection of 9th Avenue North and 65th Street North to eliminate or deter through traffic access onto the Property from 65th Street North.

(3) To assist, support and cooperate with the appropriate neighborhood associations to obtain "No U-Turn" approval and signage at the intersection of 66th Street and 13th Avenue North from the Florida Department of Transportation and any other governmental authority/jurisdiction from which approval of such signage must be obtained.

(4) To limit, as reasonably practicable, vehicular traffic related to construction activities at the Project Site from using the streets in the residential neighborhoods surrounding the Project Site.

(5) To limit the days and hours of construction activities as required by the City of St. Petersburg City Code.

6. Public Facilities: Traffic Concurrency. The following existing and needed public facilities are identified as serving the Project:

(a) Potable Water: The City will provide potable water to the Project Site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(b) Sanitary Sewer: The City will provide sanitary sewer service to the Project Site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

(c) Stormwater Management: Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project Site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service.

(d) Law Enforcement: Law Enforcement protection will be provided by the City of St. Petersburg Police Department using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(e) Fire Protection and Emergency Medical Service: Fire protection and emergency medical services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(f) Library Facilities and Services: Library facilities and services will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public library facilities will be needed to service the Project.

(g) Public Schools: Public school facilities and services will be provided by the Pinellas County School Board. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new public facilities will be needed to service the Project.

(h) Solid Waste: Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

(i) Transportation/Mass Transit: The determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement.

(j) Utility Improvements: Utility improvements necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of certificates of occupancy for the structure.

7. Reservation or Dedication of Land. Owner and Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

8. Local Development Permits. The following local development approvals will be required to develop the Property for uses permitted in the NSM-1 and CRS-1 zoning districts:

- (a) Final site plan and, if applicable, special exception approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;

- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

9. Consistency with Comprehensive Plan. Development of the Property for the purposes allowed in the NSM-1 and CRS-1 zoning districts will be consistent with the City's Comprehensive Plan once the Future Land Use element of the Plan is amended to Residential/Office General (R/OG) for the Commercial Property and to Residential Medium (RM) for the Residential Property.

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner and/or Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions.

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns, which shall include, but are not limited to, Sembler. Notwithstanding the foregoing, the rights and obligations under this Agreement of the owner of the Property shall pass to Developer upon the closing of Developer's purchase of the Property from such owner, and the owner of the Property shall be relieved of any further obligations under this Agreement upon Developer's acquisition of title to the Property.

12. Concurrency and Comprehensive Plan Findings. Based on the conceptual site plan incorporated herein as Exhibit "F", the City has determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project. The City has found that the Project and this Agreement appear to be consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner and Developer are independent principals and not contractors for or officers, agents, or employees of the City. Neither Owner nor Developer shall at any time or in any manner represent that it or any of its agents or employees are employees of the City.

14. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with §163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

15. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

- (a) **To the Owner:**
Diocese of St. Petersburg
ATTN: Real Estate Department
P.O. Box 40200
St. Petersburg, FL 33743-0200
With a copy to:
DiVito & Higham
ATTN: Joseph A. DiVito, Esq.
4514 Central Avenue
St. Petersburg, FL 33711

- (b) **To the Developer:**
Clear Ocean Investments II Corporation
ATTN: William H. Howell
4701 Central Avenue, Suite A
St. Petersburg, FL 33713
With a copy to:
Hayes Law Group
ATTN: George L. Hayes, III, Esq.
4701 Central Avenue, Suite A
St. Petersburg, FL 33713
- (c) **To the City:**
City of St. Petersburg
Attn: Rick W. MacAulay, Manager
Urban Planning, Design and Historic Preservation Division
City of St. Petersburg Development Services Dept
One 4th Street North
St. Petersburg, FL 33701
With a copy to:
Assistant City Attorney, City of St. Petersburg
Attn: Milton A. Galbraith, Jr., Esq.
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33701

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

17. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

18. Non-Action on Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

19. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

21. Entire Agreement.

(n) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

22. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

24. Termination. This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of twenty (20) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional twenty (20) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with Section 163.3235, Florida Statutes and Section 16.05 of the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

25. Deadline for Execution. The Owner and Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

26. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project Site, including processing amendments to this Agreement.

27. Approvals.

(a) For the purposes of this 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 Agreement.

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

28. Partial Invalidation. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall with the remainder of this Agreement continue unmodified and in full force and effect.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Failure of Development to Occur as Proposed. If development of the Property does not occur as proposed under this Agreement, both the City and the property owner have the right to initiate the process to change the land use and zoning designations of the Property to the designations that existed at the time of execution of this Agreement.

31. Cancellation. This Agreement shall become null and void as to any portion of the Property if any of the following occur: (1) the Developer fails to obtain the rezoning or Comprehensive Plan Amendment as more fully set forth above; (2) the Future Land Use designation of the Residential Property or any portion thereof changes to any designation other than RM; (3) the zoning of the Residential Property or any portion thereof changes to any designation other than NSM-1; (4) the Future Land Use Designation of the Commercial Property or any portion thereof changes to any designation other than R/OG; or (5) the zoning designation of the Commercial Property or any portion thereof changes to any designation other than CRB-1.

32. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

Eva Andujar
CITY CLERK

CITY
CITY OF ST. PETERSBURG, FLORIDA

By: *[Signature]*

As Its: Mayor

19th day of July, 2010

Approved as to form and content *[Signature]*

By Office of City Attorney
Erica K. Smith



OWNER

WITNESSES:

ROBERT N. LYNCH, AS BISHOP OF
THE DIOCESE OF ST. PETERSBURG,
A CORPORATION SOLE

sign Maria T. Gonzalez
print Maria T. Gonzalez
sign Kathleen M. Fitter
print Kathleen M. Fitter

By: [Signature]
print Elizabeth M. Daptula
title Secretary of Administration
date 4/9/10

DEVELOPER

WITNESSES:

CLEAR OCEAN INVESTMENTS II CORPORATION,
A FLORIDA CORPORATION

sign Cindy Fearon
print CINDY FEARON
sign [Signature]
print LINDA FEARON

By: [Signature]
print William H. Howell
title PRES.
date 4-9-10

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of April, 2010,
by Elizabeth Daptula on behalf of Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a
Corporation Sole, who is personally known to me or produced _____ as identification.



NOTARY PUBLIC:

sign [Signature]
print JOAN G. MORGAN
State of Florida at Large
My Commission Expires:

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of April, 2010,
by WILLIAM H. FLOWERS as PRES. of Clear Ocean Investments II
Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced
_____ as identification.



NOTARY PUBLIC:

sign

print

State of Florida at Large

My Commission Expires:

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

EXHIBIT "B"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.02 ACRES, MORE OR LESS.

EXHIBIT "C"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "D"

LEGAL DESCRIPTION:

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

THE WEST 200 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "E"

LEGAL DESCRIPTION:

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

THE EAST 65 FEET OF A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS. TOTAL OF SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

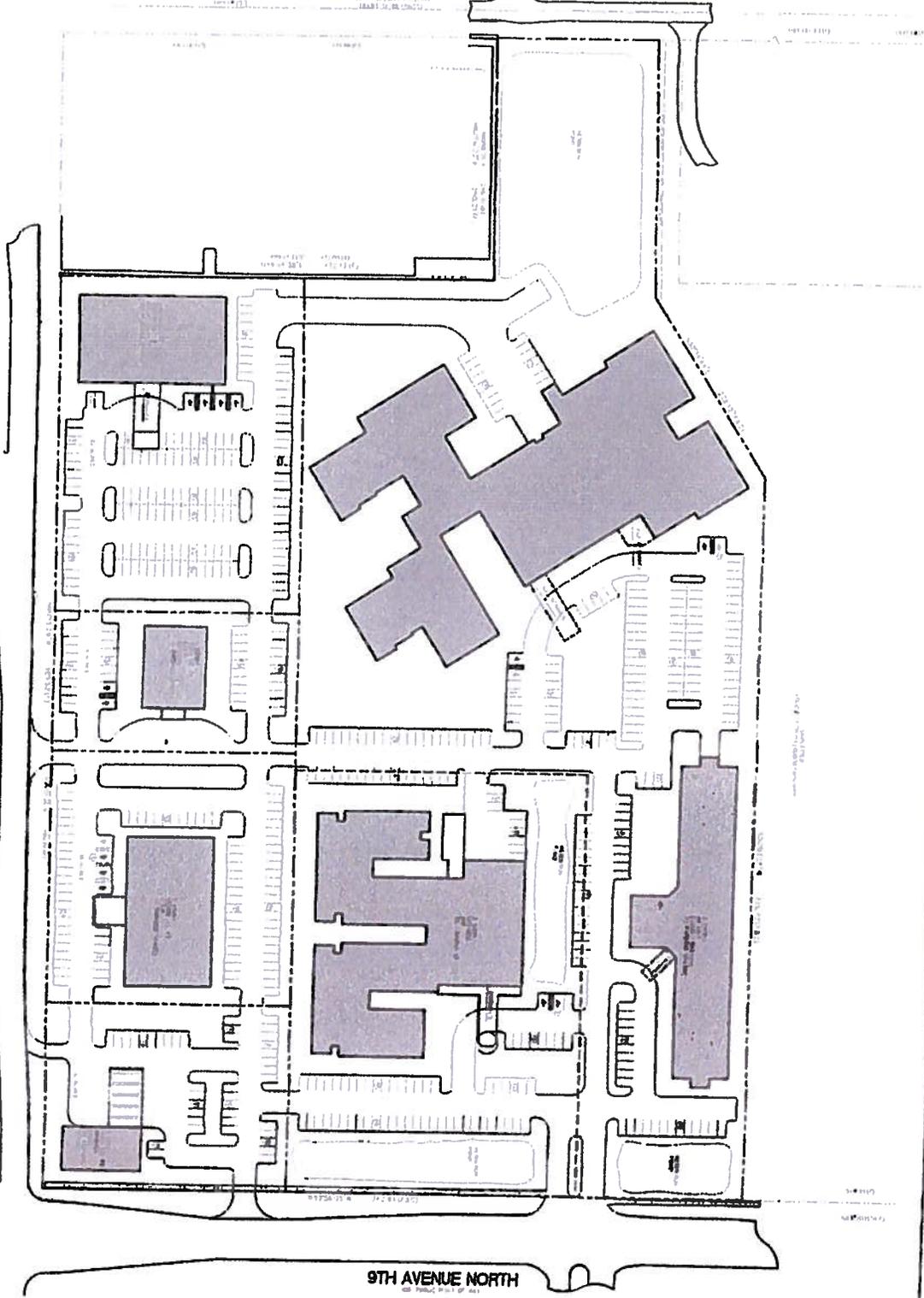
EXHIBIT "F"
SITE PLAN

1 SITE PLAN

66TH STREET NORTH (S.R. 693)

13TH AVENUE NORTH

9TH AVENUE NORTH



AS101

**DIocese OF
ST. PETERSBURG**

66TH ST. N. @ 9TH AVE. N.
ST. PETERSBURG FL.

BESSOLO

ARCHITECTURE
 1000 10TH AVENUE NORTH
 SUITE 100
 ST. PETERSBURG, FL 33705
 TEL: 727.321.1111
 WWW.BESSOLO.COM



EXHIBIT "B"
LEGAL DESCRIPTION - PROPERTY

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 762.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 980.52 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 472.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.991 ACRES, MORE OR LESS

EXHIBIT "C"
LEGAL DESCRIPTION - RESIDENTIAL PROPERTY

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89°48'25" EAST, 173.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°06'23" EAST, 275.79 FEET; THENCE SOUTH 32°34'44" EAST, 228.12 FEET; THENCE SOUTH 00°03'55" WEST, 775.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 497.64 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 981.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 89°48'38" EAST, 207.12 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID SOUTH BOUNDARY, AND ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 00°06'23" WEST, 260.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.02 ACRES, MORE OR LESS.

EXHIBIT "D"
LEGAL DESCRIPTION - COMMERCIAL PROPERTY

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET; THENCE NORTH 89°56'16" WEST, 265.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET TO THE SOUTHWEST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, NORTH 89°48'38" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

PLUS

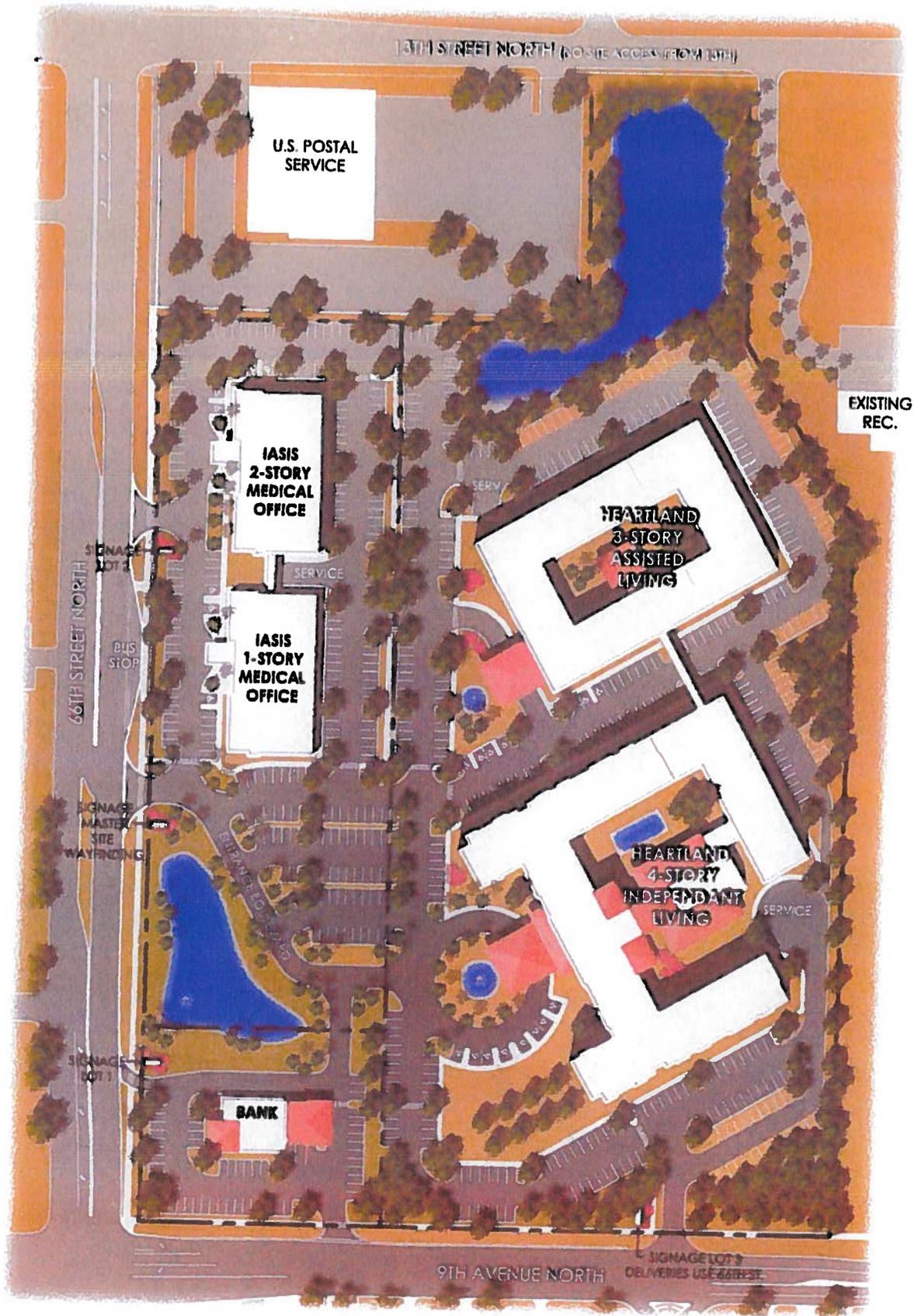
A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA. SAID PARCEL BEING A PORTION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GARDEN MANOR SECTION TWO ADDITION, AS RECORDED IN PLAT BOOK 75, PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF 13TH STREET NORTH; THENCE ALONG THE EAST BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 00°06'23" EAST, 260.21 FEET TO THE SOUTHEAST CORNER OF SAID GARDEN MANOR SECTION TWO ADDITION; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG THE SOUTH BOUNDARY OF SAID GARDEN MANOR SECTION TWO ADDITION, SOUTH 89°48'38" WEST, 207.12 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°18'28" EAST, 490.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°18'28" EAST, 490.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE NORTH; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°56'05" WEST, 265.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 66TH STREET NORTH; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, AND ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°18'28" WEST, 490.26 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°56'16" EAST, 265.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "E"
CONCEPTUAL SITE PLAN



**MASTER DEVELOPMENT PLAN - MEDICAL OFFICE & ASSISTED LIVING
ST. PETERSBURG, FLORIDA**

11.09.11

PERKINS outside 1
- WILL

EXHIBIT "F"
CONCEPTUAL SITE PLAN



EMERIT WALSH
ARCHITECTS

PROPOSED

BEACHSIDE VILLAGE
A RETIREMENT CONTINUUM

55th ST. N
66th STREET NORTH
13th AVENUE NORTH

PROJECT NO. 14-001
SHEET NO. A1.1
DATE: 10/20/14

CONCEPTUAL SITE PLAN

A1.1



EXHIBIT "G"
ALTERNATIVE CONCEPTUAL SITE PLAN



SAINT PETERSBURG CITY COUNCIL

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Approval of a vacation of one three (3) foot north/south public right-of-way and utility easement at the rear of lots 14, 15, 16, and 17, and two three (3) foot east/west public right-of-way and utility easements at the rear of lots 12, 13, 18, and 19 of Grady Swope's Harris School Subdivision No. 2, Block 1, generally located at 4344 21st Street North. (City File No.: 15-33000014)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the proposed ordinance.

The Request: The request is to vacate one three (3) foot north/south public right-of-way and utility easement at the rear of lots 14, 15, 16, and 17, and two three (3) foot east/west public right-of-way and utility easements at the rear of lots 12, 13, 18, and 19 of Grady Swope's Harris School Subdivision No. 2, Block 1.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code and the Comprehensive Plan.

Agency Review: The application was routed to the standard list of City departments and outside utility providers. No objections were noted, provided that the applicant be required to dedicate any necessary easements, a suggested condition of approval is the dedication of a new easement.

Public Comments: Several inquiries were received from the public, but no objections were indicated.

DRC Action/Public Comments: On January 6, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the

request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

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

1. Prior to recording the vacation ordinance, the applicant shall dedicate one (1) seven and a half (7.5) foot north/south public utility easement immediately adjacent to the western boundary of Lots 12 and 19 of Grady Swope's Harris School Subdivision No 2, Block 1.

Attachments: Ordinance, Parcel Map, Aerial, Development Review Commission Staff Report

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF ONE THREE (3) FOOT NORTH/SOUTH PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT AT THE REAR OF LOTS 14, 15, 16, AND 17, AND TWO THREE (3) FOOT EAST/WEST PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS AT THE REAR OF LOTS 12, 13, 18, AND 19 OF GRADY SWOPE'S HARRIS SCHOOL SUBDIVISION NO. 2, BLOCK 1, GENERALLY LOCATED AT 4344 21ST STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on January 6, 2016. (City File No. 15-33000014):

One three (3) foot north/south public right-of-way and utility easement at the rear of lots 14, 15, 16, and 17, and two three (3) foot east/west public right-of-way and utility easements at the rear of lots 12, 13, 18, and 19 of Grady Swope's Harris School Subdivision No. 2, Block 1, see attached Exhibit "A".

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

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

1. Prior to recording the vacation ordinance, the applicant shall dedicate one (1) seven and a half (7.5) foot north/south public utility easement immediately adjacent to the western boundary of Lots 12 and 19 of Grady Swope's Harris School Subdivision No 2, Block 1.

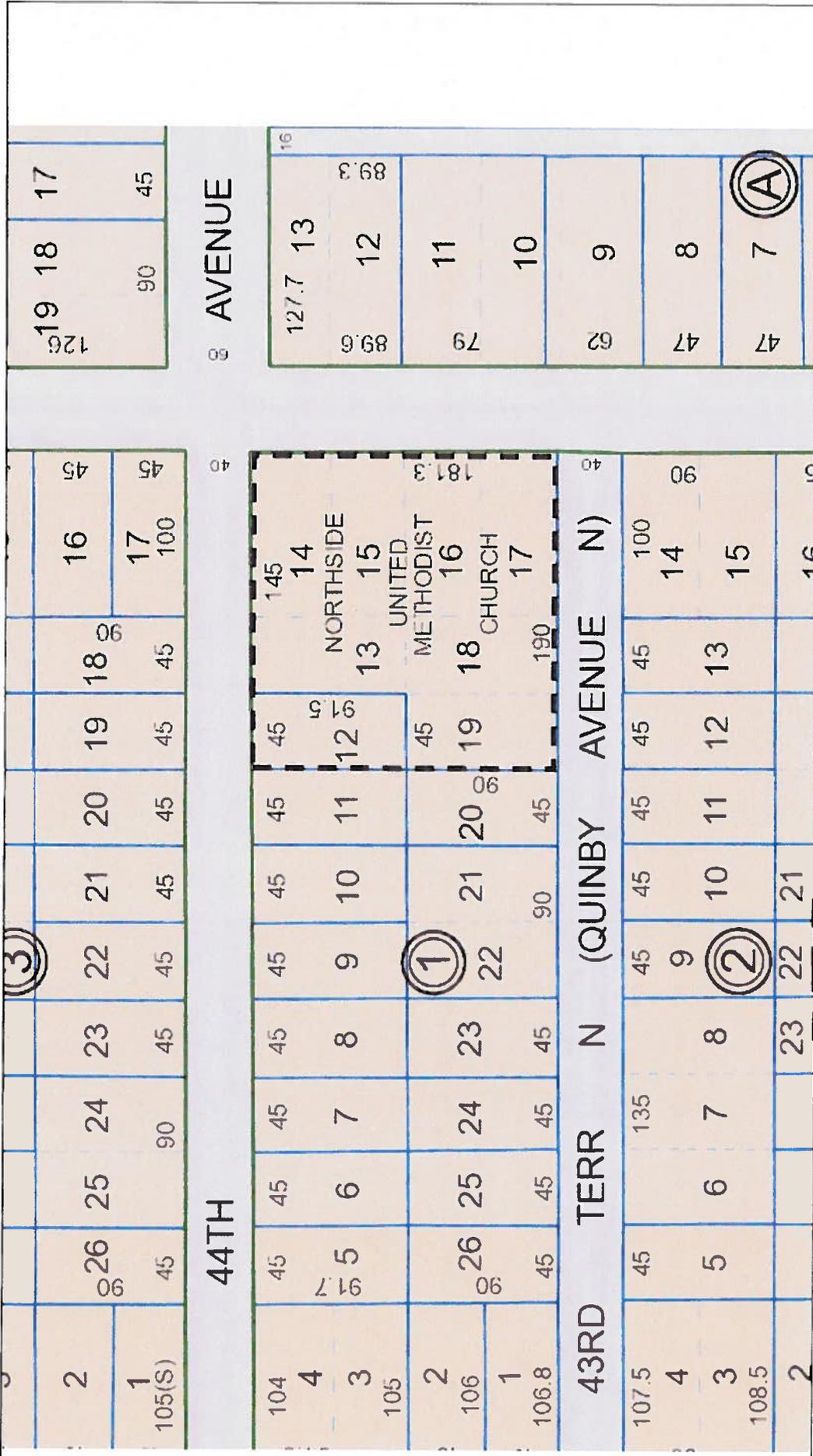
Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will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

LEGAL:

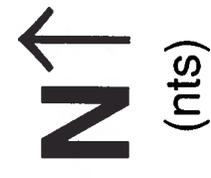


PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:





Attachment "A"
 City of St. Petersburg, Florida
 Planning and Economic Development
 Department
 Case No.: 15-33000014
 Address: 4344 21st Street North

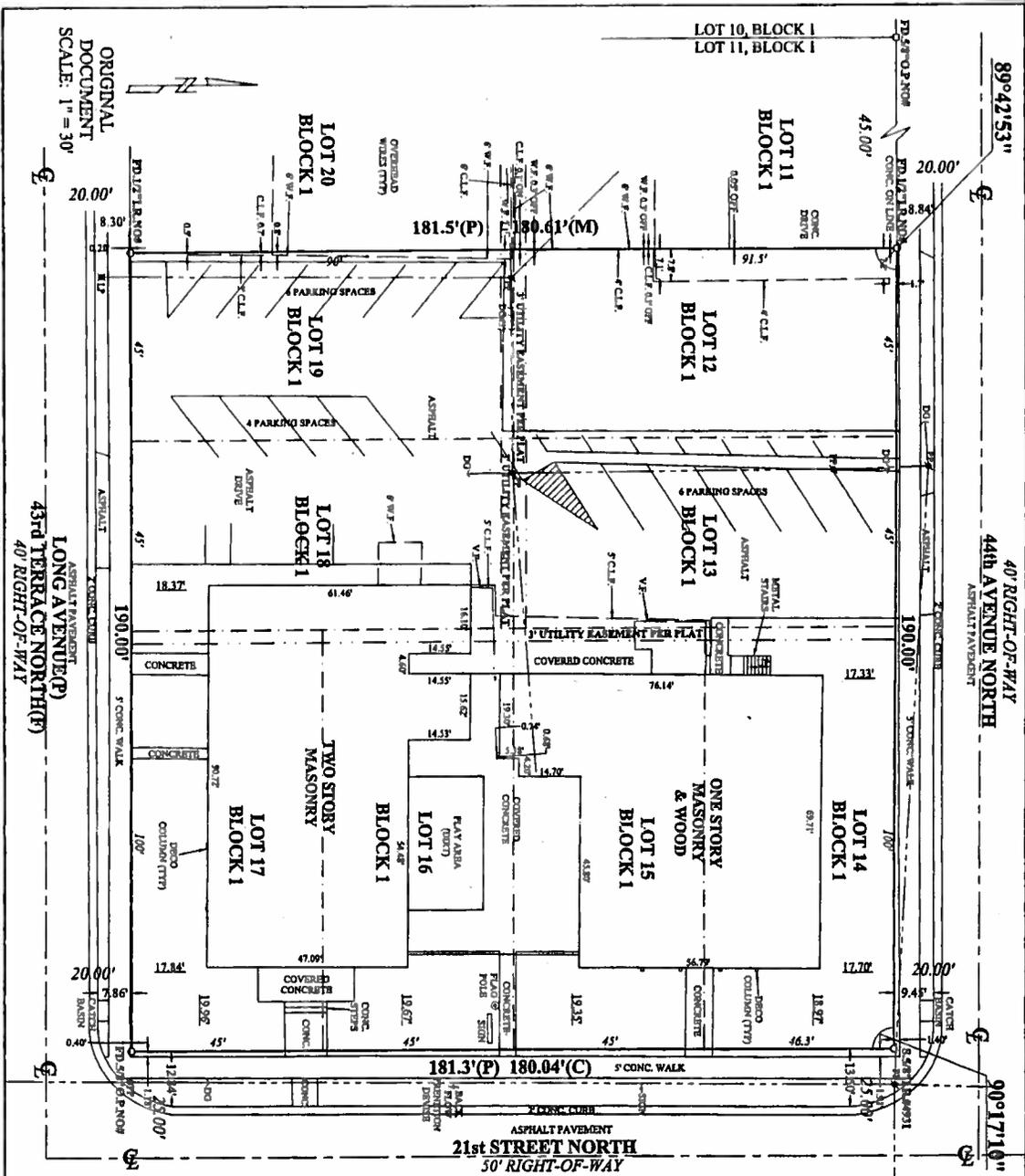




Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 15-33000014
Address: 4344 21st Street North



Exhibit "A"



ORIGINAL DOCUMENT
SCALE: 1" = 30'

44th AVENUE NORTH
ASPHALT PAVEMENT

21st STREET NORTH
50' RIGHT-OF-WAY

LONG AVENUE (P)
43rd TERRACE NORTH (P)
40' RIGHT-OF-WAY

SEC. 1, TWP 31 S., RGE 16 E.
NO BEARINGS ON PLAT, ANGLES TURNED IN FIELD

ABBREVIATIONS

FL - FLAT
F - FIELD
D - DITCH
C - CEMENT
C - CONCRETE
C - CALCULATED
C - CALCULATED
C - CALCULATED
C - CALCULATED

LEGAL DESCRIPTION: LOTS 12-19 INCLUSIVE, BLOCK 1, GRADY SWOPES HARRIS SCHOOL SUBP. NO. 2, AS RECORDED IN PLAT BOOK 11, PAGES 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TYPE OF SURVEY: LAND OR BOUNDARY
USE: SPECIAL PURPOSE

CERTIFY TO: VIETNAMESE EVANGELICAL CHURCH OF ST. PETERSBURG, INC.

ADDRESS
4344 21st STREET NORTH
ST. PETERSBURG, FLORIDA

SIGNATURE: *Lauren R. Penny*
LAUREN R. PENNY R.L.S.#931

DATE: 2014
DRAWN BY: LPH/W

JOB NO. 2014-0062A

L.R. PENNY AND ASSOCIATES, INC.
10730 182nd AVENUE NORTH
SEMINOLE, FLORIDA 33778
PHONE: (772) 396-4660
FAX: (772) 319-6951
BUSINESS LICENSE #6639

NOT VALID UNLESS SIGNED & SEALED



**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

st.petersburg
www.stpete.org

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **January 6, 2016, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 15-33000014 PLAT SHEET: H-24

REQUEST: Approval of a vacation of one three (3) foot north/south public utility easement at the rear of lots 14, 15, 16, and 17, and two three (3) foot east/west public utility easements at the rear of lots 12, 13, 18, and 19 of Grady Swope's Harris School Subdivision No. 2, Block 1, also dedicated as right-of-way.

OWNER: Vietnamese Evangelical Church
4344 21st Street North
Saint Petersburg, FL 33714-4142

ARCHITECT: Jim Bedinghaus
2963 1st Avenue South
Saint Petersburg, FL 33712

ADDRESS: 4344 21st Street North

PARCEL ID NO.: 01-31-16-37044-001-0120 & 0130

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Traditional-1 (NT-1)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate one three (3) foot north/south public utility easement at the rear of lots 14, 15, 16, and 17, and two three (3) foot east/west public utility easements at the

rear of lots 12, 13, 18, and 19 of Grady Swope's Harris School Subdivision No. 2, Block 1. These were dedicated by plat language as right-of-way but function like utility easements and are wholly contained within the site boundaries.

The area of the right-of-way proposed for vacation is depicted on the attached maps and aerials (Attachments "A" and "B"), Sketch (Attachment "C") and Survey (Attachment "D"). The applicant's goal is to vacate these unused right-of-way / easements in order to expand and repair the buildings on site. The City's property card records show that development on the site began in 1926 and that buildings on site were enlarged and expanded during the 1950's and since then have been located over the north south three foot easement.

Analysis Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

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

A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

The subject right-of-ways / easements have been reviewed by both City Departments and Utility providers and there is no objection to their vacation.

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

The requested vacation, if approved, is not anticipated to substantially impair or deny access to any other lot of record.

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

The requested vacation, if approved, is not anticipated to adversely impact the existing roadway network. Given that the land has previously been assembled and the right-of-way easements cannot function as right-of-way due to their three foot widths, the right-of-way / easements proposed for vacation are no longer necessary.

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

The right-of-way / easements proposed for vacation were presumably dedicated to provide utility access between the individual lots within the block. The assembly of the individual lots eliminates the need for which the easements were originally dedicated. The Engineering and Transportation Planning Departments have reviewed the proposed plan and agree that there is no present or future need for the easements to remain. A new easement to protect the City's existing infrastructure is required as a suggested condition of approval.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

Transportation Element Policies T 2.3 and 2.4 support the elimination of unnecessary right-of-way to promote efficient use of land where right-of-way is not necessary for present or future public use. The assembly of the lots makes the originally dedicated easements unnecessary. Vacation of these unnecessary encumbrances will facilitate continued use of the site. The circumstances in this case support the determination that approval of the requested vacation would be consistent with the Comprehensive Plan.

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect this type of vacation of right-of-way.

Comments from Agencies and the Public The application was routed to the standard list of City departments and outside utility providers. No objections were noted, provided that the applicant be required to dedicate any necessary easements. The special condition of approval in this report have been designed to address this requirement. Facilities for Duke Energy Florida and WOW have been relocated out of the east/west easement.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed right-of-way / easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a seven and one-half (7.5) foot utility easement along the western edge of the property on lots 19 and 21.

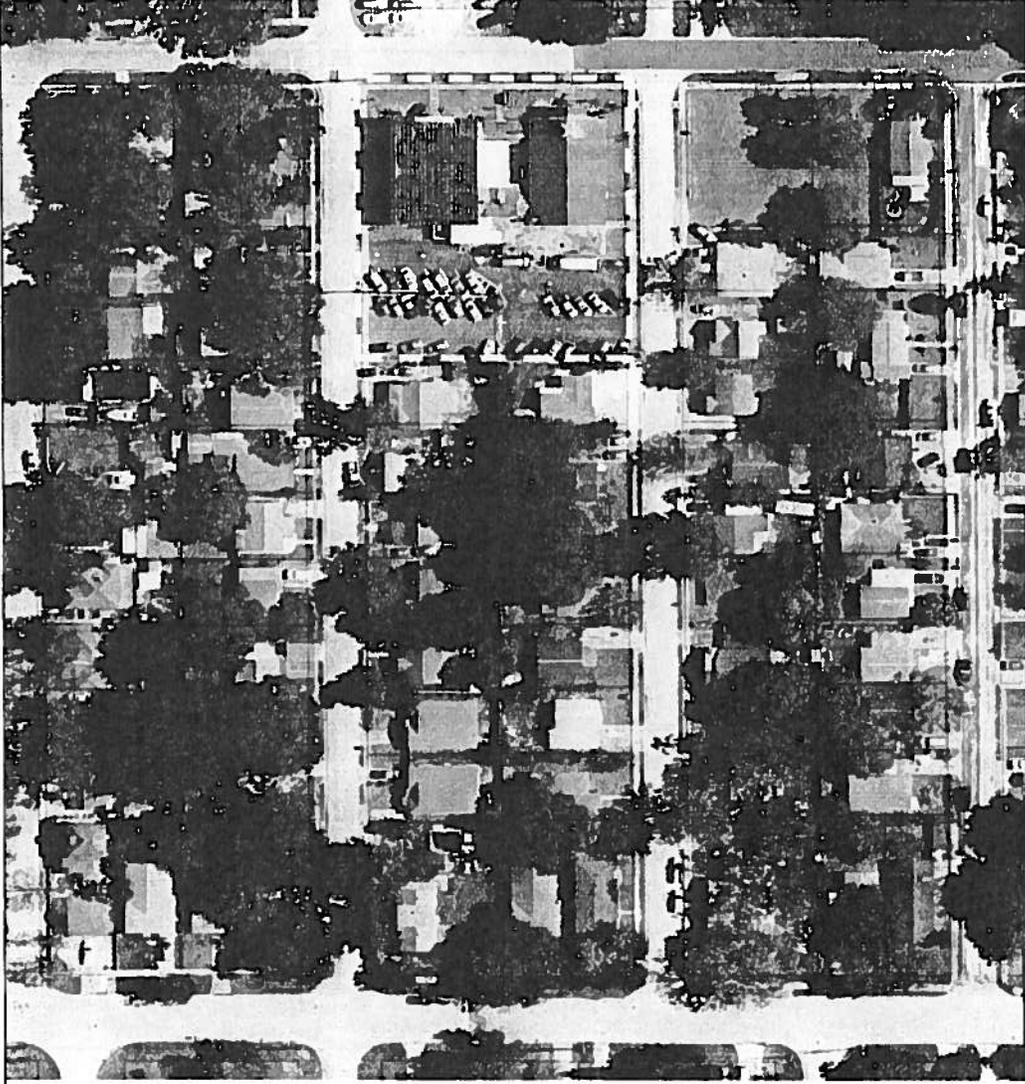
REPORT PREPARED BY:


KATHRYN YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official 12-28-15
Development Review Services Division DATE
Planning & Economic Development Department

REPORT APPROVED BY:


ELIZABETH ABERNETHY, AICP, Zoning Official (POD) 12-28-15
Planning and Economic Development DATE
Development Review Services Division

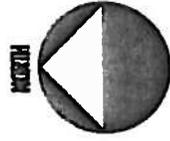
Attachments: A – Parcel Map, B – Aerial Map, C – Sketch of Right-of-Way / Easements, D-Survey



Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 15-33000014
Address: 4344 21st Street North

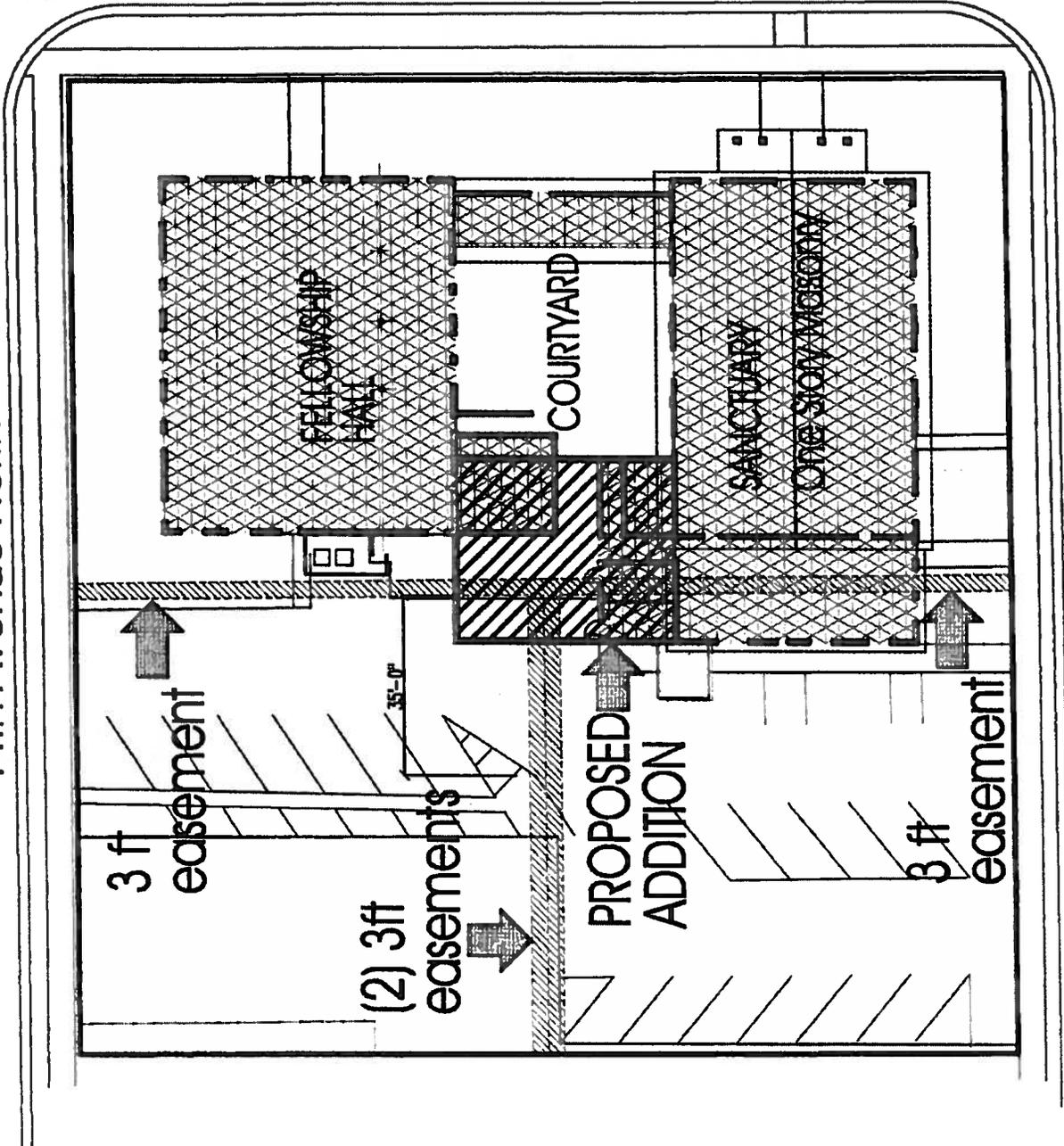


ATTACHMENT C

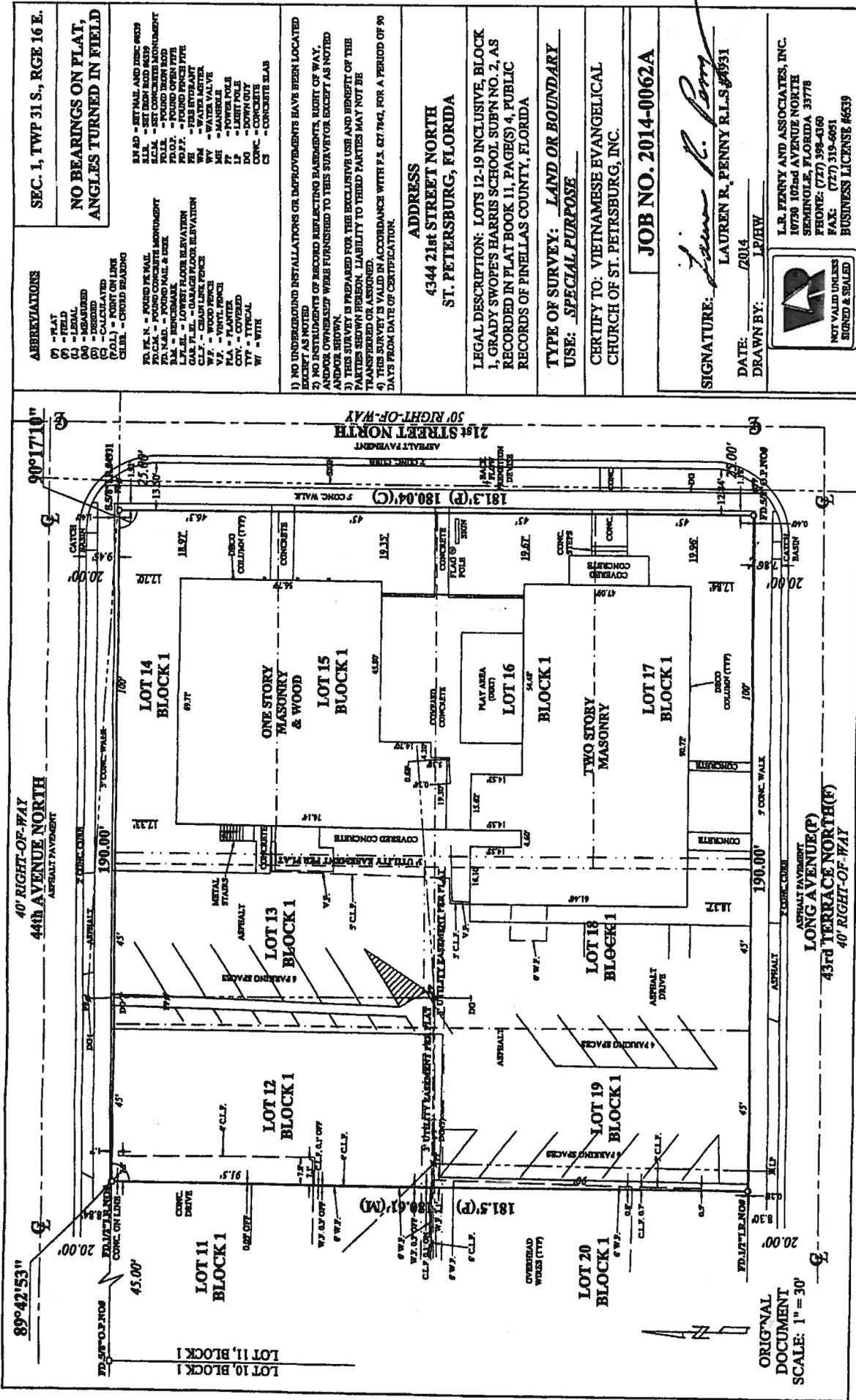
 Site Plan
1" = 30'-0"

21st Street North

44th Avenue North



43rd Terrace North



SEC. 1, TWP 31 S., RGE 16 E.

NO BEARINGS ON FLAT, ANGLES TURNED IN FIELD

ABBREVIATIONS

07 - FLAT
 08 - FIELD
 09 - LEGAL
 0A - REASURED
 0B - BOUNDARY
 0C - COLLATERAL
 0D - POINT ON LINE
 0E - CHORD BEARING

1A - FOUND PER MAIL
 1B - FOUND CONCRETE MONUMENT
 1C - FOUND PAUL & DEER
 1D - FOUND IRON ROD
 1E - FOUND IRON PIPE
 1F - FOUND IRON PIPE
 1G - FOUND IRON PIPE
 1H - FOUND IRON PIPE
 1I - FOUND IRON PIPE
 1J - FOUND IRON PIPE
 1K - FOUND IRON PIPE
 1L - FOUND IRON PIPE
 1M - FOUND IRON PIPE
 1N - FOUND IRON PIPE
 1O - FOUND IRON PIPE
 1P - FOUND IRON PIPE
 1Q - FOUND IRON PIPE
 1R - FOUND IRON PIPE
 1S - FOUND IRON PIPE
 1T - FOUND IRON PIPE
 1U - FOUND IRON PIPE
 1V - FOUND IRON PIPE
 1W - FOUND IRON PIPE
 1X - FOUND IRON PIPE
 1Y - FOUND IRON PIPE
 1Z - FOUND IRON PIPE

1) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED
 2) NO INSTRUMENTS OF RECORD REFLECTING BOUNDARIES, RIGHT OF WAY, AND/OR EASEMENTS WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED AND/OR SHOWN
 3) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE TRANSFERRED OR ASSIGNED LIABILITY TO THIRD PARTIES MAY NOT BE
 4) THIS SURVEY IS VALID IN ACCORDANCE WITH F.S. 677.42, FOR A PERIOD OF 90 DAYS FROM DATE OF CERTIFICATION.

ADDRESS

4344 21st STREET NORTH
 ST. PETERSBURG, FLORIDA

LEGAL DESCRIPTION: LOTS 12-19 INCLUSIVE, BLOCK 1, GRADY SWOPE'S HARRIS SCHOOL, SUBN NO. 2, AS RECORDED IN PLAT BOOK 11, PAGE(S) 4, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TYPE OF SURVEY: LAND OR BOUNDARY
USE: SPECIAL PURPOSE

CERTIFY TO: VIETNAMESE EVANGELICAL CHURCH OF ST. PETERSBURG, INC.

JOB NO. 2014-0062A

SIGNATURE: *Lauren R. Penny*
 LAUREN R. PENNY R.L.S.#9531

DATE: 7/2014
DRAWN BY: JPHW

L.R. PENNY AND ASSOCIATES, INC.
 10750 102nd AVENUE NORTH
 SEMINOLE, FLORIDA 33178
 PHONE: (727) 596-4360
 FAX: (727) 319-6051
 BUSINESS LICENSE #6539

NOT VALID UNLESS SIGNED & SEALED

ORIGINAL DOCUMENT
 SCALE: 1" = 30'



SAINT PETERSBURG CITY COUNCIL

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a twenty (20) foot east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South. (City File No.: 15-33000023)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the proposed ordinance.

The Request: The request is to vacate a twenty (20) foot east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South.

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

Agency Review: The application was routed to City departments and non-City utility agencies. One City Department, the City of St. Petersburg's Water Resources Department indicated that they objected to the vacation of the alley. Private utilities requested that the alley be retained as a public utility easement or that their facilities be relocated at the applicant's expense. The City's Fire Department has requested that continued access be ensured. Suggested conditions of approval have been added to address these concerns.

Public Comments: As of the date of this report, no inquiries have been received from the public.

DRC Action/Public Comments: On January 6, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 6-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.
2. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.
3. Prior to the recording of the vacation ordinance, comply with the Conditions of Approval in the Engineering Memorandum dated December 1, 2015.
4. Prior to the recording of the vacation ordinance, provide written correspondence from the City's Fire Department that access has been ensured or the required fire department connections on the alley have been relocated at the owner's expense.
5. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be replatted.
6. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Ordinance, Parcel Map, Aerial, Development Review Commission Staff Report

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A TWENTY (20) FOOT EAST/WEST ALLEY IN THE BLOCK BOUNDED BY 2ND AVENUE SOUTH AND 3RD AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on January 6, 2016 (City File No. 15-33000023):

That certain 20 foot alley lying between Lots 1 through 9, Block 54 and Lots 12 through 20, Block 54, REVISED MAP OF THE CITY OF ST. PETERSBURG, as recorded in Plat Book 1, Page 49 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part. See attached Exhibit "A" – 2 pages.

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

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.
2. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.
3. Prior to the recording of the vacation ordinance, comply with the Conditions of Approval in the Engineering Memorandum dated December 1, 2015.
4. Prior to the recording of the vacation ordinance, provide written correspondence from the City's Fire Department that access has been ensured or the required fire department connections on the alley have been relocated at the owner's expense.
5. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be replatted.
6. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public

records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

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

LEGAL:

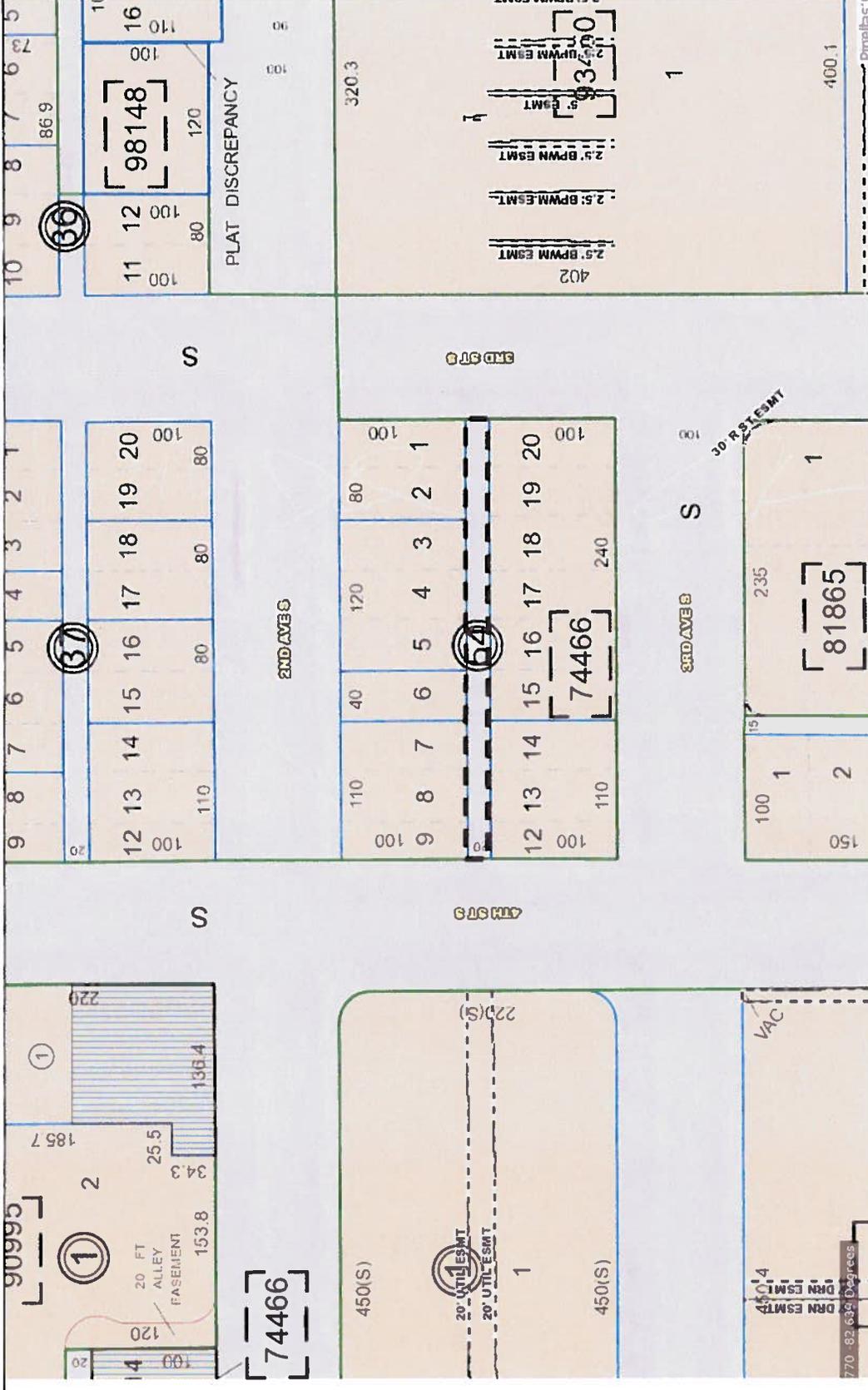


A handwritten signature in black ink, appearing to be 'M. D. Q.', written over a horizontal line.

PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:



A handwritten signature in black ink, appearing to be 'A.', written over a horizontal line.

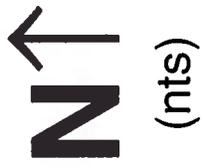


Attachment "A"

City of St. Petersburg, Florida
 Planning and Economic Development
 Department

Case No.: 15-33000023

Address: 211 3rd Street South, 334 2nd Avenue
 South, 352 2nd Avenue South and 235 3rd Avenue
 South





Attachment "B"

**City of St. Petersburg, Florida
Planning and Economic Development
Department**

Case No.: 15-33000023

**Address: 211 3rd Street South, 334 2nd Avenue
South, 352 2nd Avenue South and 235 3rd Avenue
South**



EXHIBIT "A"

LEGAL DESCRIPTION

That certain 20 foot alley lying between Lots 1 through 9, Block 54 and Lots 12 through 20, Block 54, REVISED MAP OF THE CITY OF ST. PETERSBURG, as recorded in Plat Book 1, Page 49 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

St. Petersburg, Florida

NOTES

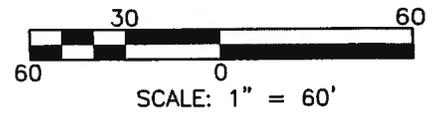
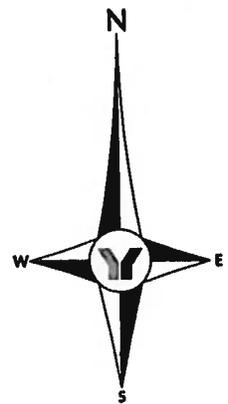
1. Basis of Bearings: SOUTHERLY along the West right-of-way line of 3rd Street South (assumed).
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

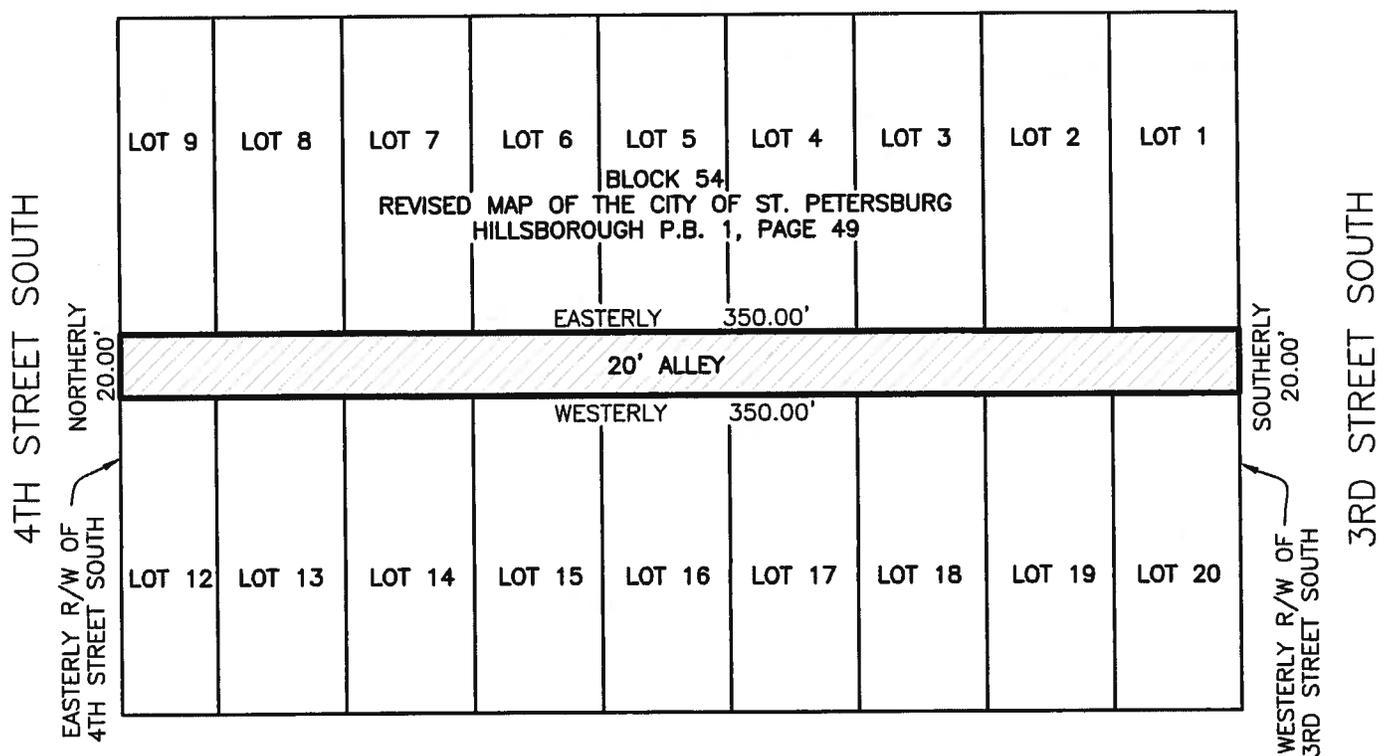
LB Licensed Business	PG. Page
LS Land Surveyor	PSM Professional Surveyor and Mapper
P.B. Plat Book	R/W Right-of-way

PREPARED FOR.		LEGAL DESCRIPTION			REVISED	BY	DATE	DESCRIPTION	
		SECTION 19 TOWNSHIP 31 S. RANGE 17 E.							
CREW CHIEF	INITIALS	DATE	Catherine A. Bosco PSM LS 6257 December 29, 2015			George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LB021 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA			JOB NO.
DRAWN	WDK	11/02/15							15021900SS
CHECKED	CAB	11/03/15							SHEET NO.
FIELD BOOK			1 OF 2						
SCALE	1" = 60'		DATE						

FILE: I:\PROJECT\SUR\15021900SC\DWG\15021900SC00SK.DWG LOGIN: CBOSCO PLOTTED: 12/29/15 11:17:32



2ND AVENUE SOUTH



3RD AVENUE SOUTH

BLOCK 54
 REVISED MAP OF THE CITY OF ST. PETERSBURG
 HILLSBOROUGH P.B. 1, PAGE 49

FILE: I:\PROJECT\SUR\15021900SC\DWG\15021900SC00SK.DWG

LOGIN: WMK

PLOTTED: 12/29/15 11:13:07

PREPARED FOR:

LEGAL DESCRIPTION

SECTION 19 TOWNSHIP 31 S. RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	WDK	11/02/15
CHECKED	CAB	11/03/15
FIELD BOOK		
SCALE	1" = 60'	

SEE SHEET ONE OF TWO FOR SIGNATURE, SEAL, DESCRIPTION, LEGEND AND NOTES



George F. Young, Inc.

299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
 PHONE (727) 822-4317 FAX (727) 822-2919
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JOB NO.
15021900SS
 SHEET NO.
2 OF 2



st.petersburg
www.stpete.org

**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Economic Development Department records, Commissioner Richard Doyle resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **January 6, 2016, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 15-33000023 PLAT SHEET: E-1

REQUEST: Approval of a vacation of a twenty (20) foot east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South

OWNER: 334 2nd Avenue South Investors
125 5th Street South #201
Saint Petersburg, Florida 33701-4196

OWNER: Echelon Realty Investments, LLC
235 3rd Street South #200
Saint Petersburg, Florida 33701-4242

AGENT: R. Donald Mastry, Esq.
200 Central Avenue #1600
Saint Petersburg, Florida 33701

ADDRESS: 211 3rd Street South; 19-31-17-74466-054-0010
334 2nd Avenue South; 19-31-17-74466-054-0030
0 2nd Avenue South; 19-31-17-74466-054-0060
352 2nd Avenue South; 19-31-17-74466-054-0070
0 3rd Avenue South; 19-31-17-74466-054-0120
235 3rd Avenue South; 19-31-17-74466-054-0150

LEGAL DESCRIPTION: On File

ZONING: Downtown Center-1 (DC-1)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate an east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal (Exhibit "A"). The applicant's goal is to consolidate the block for redevelopment.

Analysis Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

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

A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

The application was routed to all affected City departments and outside utilities for review and comment. The City of St. Petersburg Water Resources Department objected to the vacation on the grounds that they have facilities in the area to be vacated. The City's Engineering Department also required an easement or relocation of facilities in the alley. Four utility providers, Bright House Networks, TECO/Peoples Gas, Verizon Florida LLC and Duke Energy Florida requested that an easement be provided or utilities be relocated at the owner's expense. The City's Fire Department has requested that the alley not be vacated unless access to the fire department connections is ensured or the fire department connections are relocated. Associated special conditions of approval have been suggested at the end of this report.

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

The entire block is under the ownership of two corporations. The east-west alley, which is proposed for vacation, is currently used to access properties to the north and south of the alley. During redevelopment of the block, and through the platting process, traffic circulation and utilities will be addressed. Vacation of the alley will not detrimentally impact or impair access to any other lot of record on the block. An associated special condition of approval has been suggested at the end of this report.

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

Vacation of the alley, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly.

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

The alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. In the DC Zoning districts surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets. Redevelopment of the subject block will eliminate the need for access from the alley for vehicular traffic.

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

The subject block is included in the Intown Activity Center area. Please see comments below under Special Area Plans.

B. Comprehensive Plan

Future Land Use Element Policy 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.

Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Downtown Neighborhood Association. There are no adopted neighborhood plans which affect vacation of right-of-way in this area of the City.

The subject property is within the boundaries of the Intown Activity Center. The Intown Activity Center plan has three elements which may apply to the vacation of right-of-way:

One Objective is to provide greater accessibility to Intown activity areas and visual assets through the development of an integrated movement system for vehicles, transit, pedestrians and parking and one of those elements is to "utilize existing sidewalks and alleys for establishing a pedestrian system base".

The vacation of the subject alley will not enhance pedestrian options.

Under the Residential Development Program it is noted that the "City may initiate vacation of alleys and streets for development".

While this is not a City initiated vacation, the policy allows vacation of alleys specifically for residential development.

One of the Development Guidelines is to "To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal".

This proposed vacation is in support of redevelopment of the block. The northern half of the block is proposed for a 244 unit apartment building and parking garage. The southern half of the block is planned for redevelopment, but there are not yet specific plans.

Comments from Agencies and the Public

The application was routed to City departments and non-City utility agencies. The applicant will provide an additional public notice prior to the public hearing before the City Council.

One City Department, the City of St. Petersburg's Water Resources Department indicated that they objected to the vacation of the alley. Private utilities requested that the alley be retained as a public utility easement or that their facilities be relocated at the applicant's expense. The City's Fire Department has requested that continued access be ensured.

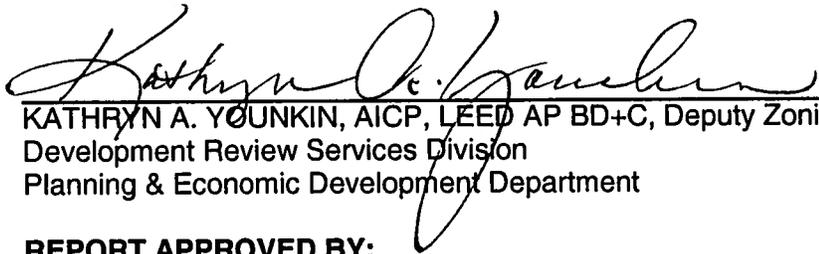
No inquiries were received from the public.

RECOMMENDATION: Staff recommends **APPROVAL** of the proposed alley vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.
2. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.

3. Prior to the recording of the vacation ordinance, comply with the Conditions of Approval in the Engineering Memorandum dated December 1, 2015.
4. Prior to the recording of the vacation ordinance, provide written correspondence from the City's Fire Department that access has been ensured or the required fire department connections on the alley have been relocated at the owner's expense.
5. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be replatted.
6. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

REPORT PREPARED BY:

 12-28-15

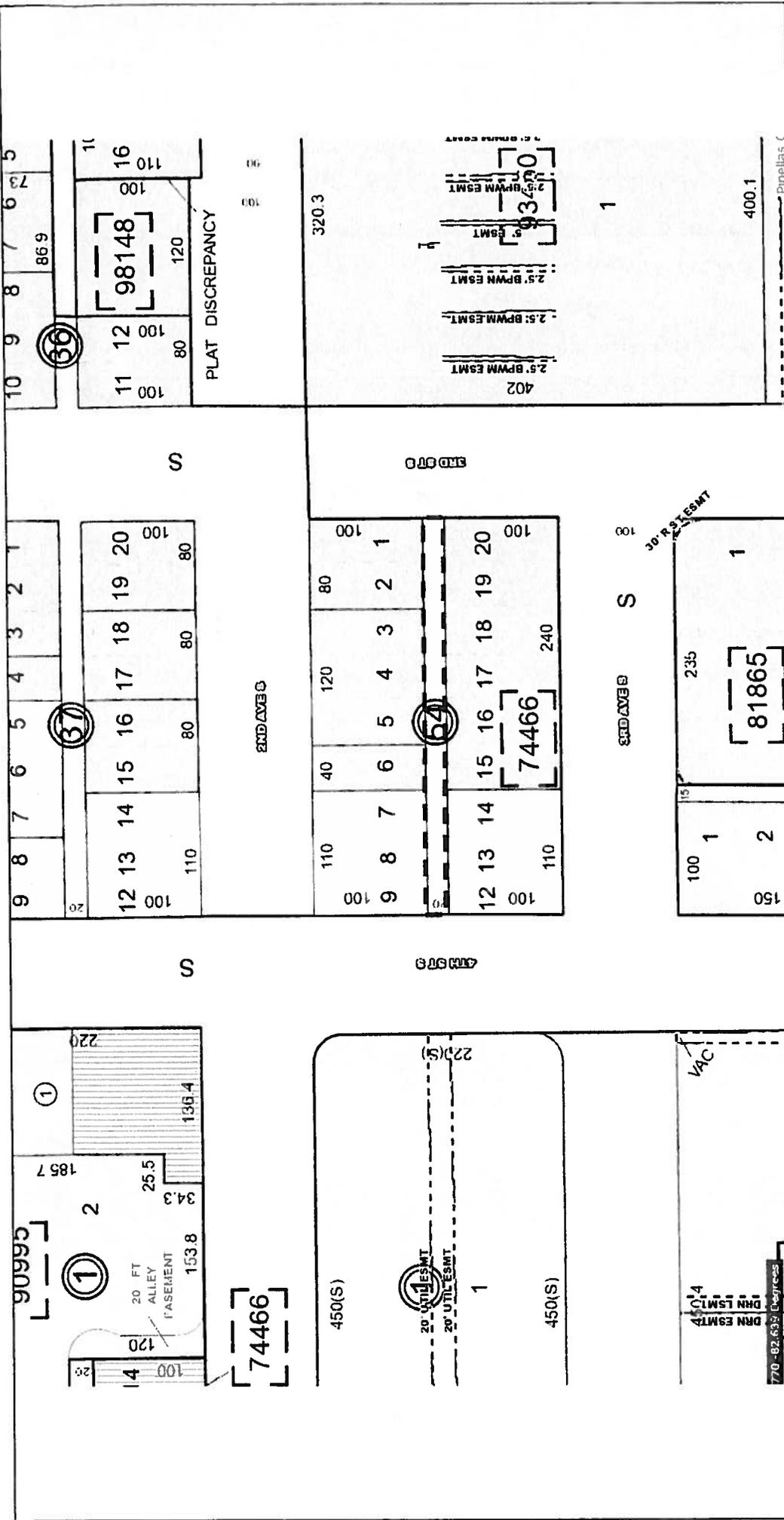
KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official DATE
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

 12-28-15

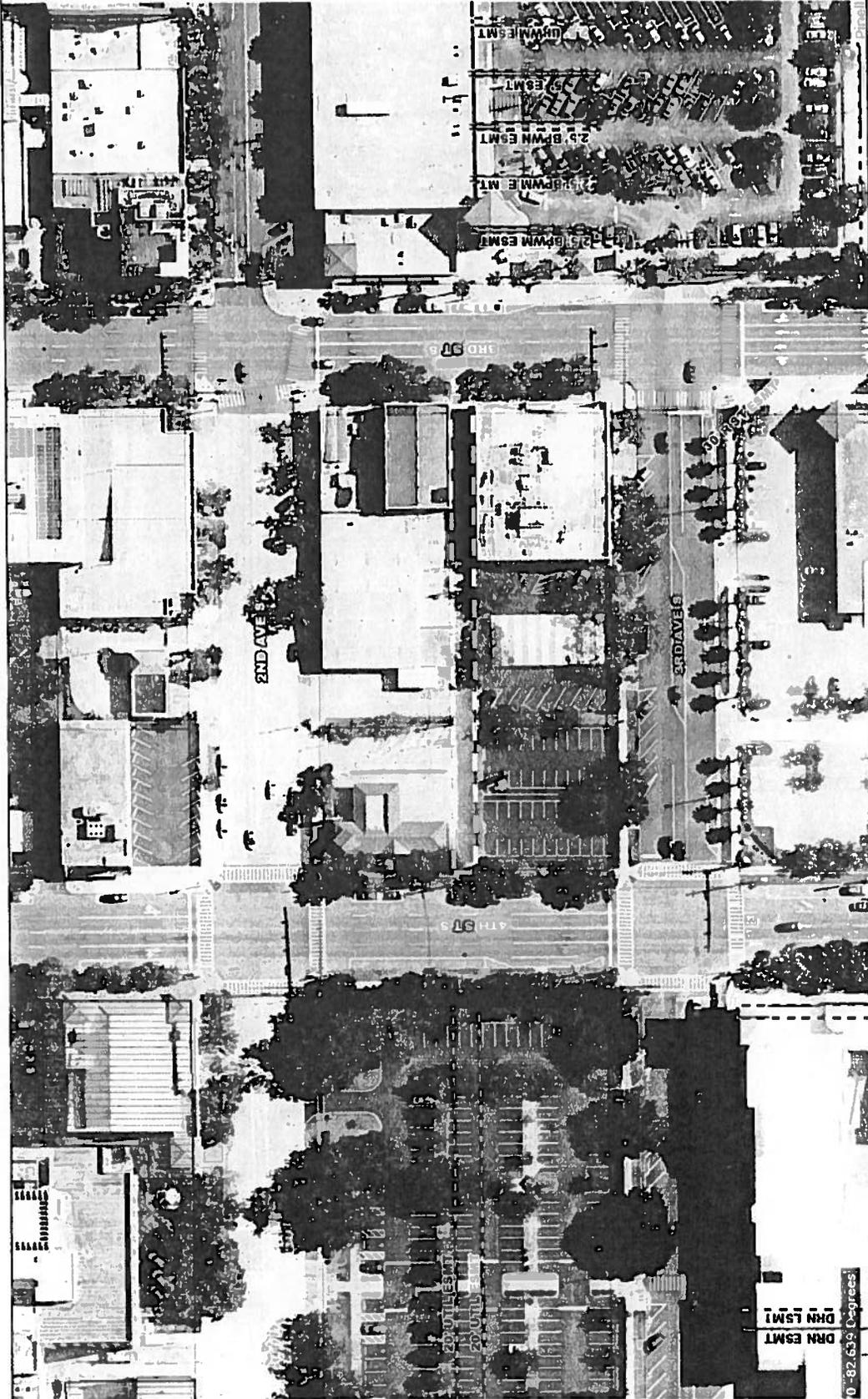
ELIZABETH ABERNETHY, AICP, Zoning Official (POD) DATE
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Applicant's Narrative, D – Engineering Memorandum dated December 1, 2015, Exhibit "A" – Sketch and Legal



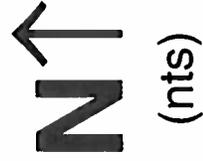
Attachment "A"
 City of St. Petersburg, Florida
 Planning and Economic Development
 Department
 Case No.: 15-33000023
 Address: 211 3rd Street South, 334 2nd Avenue
 South, 352 2nd Avenue South and 235 3rd Avenue
 South





Attachment "B"

City of St. Petersburg, Florida
 Planning and Economic Development
 Department
 Case No.: 15-33000023
 Address: 211 3rd Street South, 334 2nd Avenue
 South, 352 2nd Avenue South and 235 3rd Avenue
 South



(nts)

ATTACHMENT C

NARRATIVE

The Applicants own the entire block bounded by 2ND Avenue S., 3rd Avenue S., 3rd Street S. and 4th Street S. 334 Second Avenue South Investors, LLC owns all of the block north of the subject alley and Echelon Realty Investments, LLC owns all of the block south of the subject alley.

The subject alley runs east and west from 3rd Street S. to 4th Street S. and it does not connect to an alley to the east or west.

334 Second Avenue South Investors, LLC has entered into a contract to sell all of the block north of the subject alley to American Land Ventures, LLC. American Land Ventures intends to demolish all of the existing buildings north of the subject block and to construct a 22 story, 244 unit apartment building and a parking garage. In order to construct the parking garage it requires an encroachment into the subject alley.

Echelon Realty Investments, LLC does not have any final plans to develop its part of the subject block but it is in the process of developing plans to develop its part of the subject block and would like to

incorporate its one half of the vacated alley into its future site plan and its property will have access from 3rd Avenue S.

In the event the alley contains any public utilities including stormwater drainage, the applicants will dedicate easements requested by the various departments or utility companies or will relocate the utilities at their cost, under a separate cost sharing agreement between the Applicants.

The vacation of the alley will not cause a substantial detrimental affect upon or substantially impair or deny access to any lot of record. The Applicants own the entire block and there is access to their properties from 3rd St. South. 4th Street South, 2nd Avenue South and 3rd Avenue South.

Vacation of the alley, if approved, is not anticipated to cause an adverse impact to the existing roadway network because the alley does not connect to an alley to the east or west. It is believed the alleys to the east and west were previously vacated.

The primary intended purpose of the subject alley is to provide secondary access to the rear of the separate and numerous parcels on 2nd Avenue South and 3rd Avenue South and now that each side of the

subject block has been consolidated, the need to provide each parcel with a rear access no longer exists. The redevelopment of each half of the block will provide the access needed.

It does not appear that the vacation of the alley will result in any negative impact to the public, safety and welfare.

Attached is a legal description and sketch of the subject alley, both were prepared by George F. Young., Inc.

ATTACHMENT D
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Smith, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: December 1, 2015
SUBJECT: Alley Vacation
FILE: 15-33000023

LOCATION: 211 3rd Street South; 334 2nd Avenue South;
352 2nd Avenue South; 369 3rd Avenue South;
321 3rd Avenue South

PIN: 19/31/17/74466/054/0010; 19/31/17/74466/054/0030;
19/31/17/74466/054/0060; 19/31/17/74466/054/0070;
19/31/17/74466/054/0120; 19/31/17/74466/054/0150

ATLAS: E-1
PROJECT: Alley Vacation

REQUEST: Approval of a vacation of an east/west alley in the block bounded by 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the alley vacation request provided the following are included as conditions of the approval:

1. The applicant is required to relocate the 8" public sanitary sewer currently located with the east/west alley around the subject site. All construction shall be in compliance with current City Engineering Standards and Specifications and subject to City approval. Necessary design, permitting and construction for the abandonment of the existing sanitary main and reconstruction of the new sanitary main shall be by and at the sole expense of the applicant / developer.
2. In designing the new sanitary sewer route, the applicant must provide sanitary sewer service to each lot of record. Since the land to the north and south of the alley are currently platted as individual lots and no redevelopment plans have yet been approved and permitted by the City, each lot of record must be provided with a sanitary sewer service lateral. Alternatively, a replat must be pursued to consolidate the lots to suit the future development plans and to assure that each replatted lot has its own individual sanitary sewer service lateral.
3. This project is within the Downtown National Historic District. All existing roadway brick, granite roadway curbing, and hexagon block sidewalk must be preserved. Any existing brick, granite curbing, or hexagon block which will not be utilized or is contained within streets or alleys to be vacated shall remain the property of the City and shall be neatly stacked, palletized and returned to the City's Maintenance yard by and at the expense of the developer.

NED/MJR/jw

pc: Kelly Donnelly
Reading File
Correspondence File

LEGAL DESCRIPTION

That certain 20 foot alley lying between Lots 1 through 9, Block 54 and Lots 12 through 20, Block 54, REVISED MAP OF THE CITY OF ST. PETERSBURG, as recorded in Plat Book 1, Page 49 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

St. Petersburg, Florida

NOTES

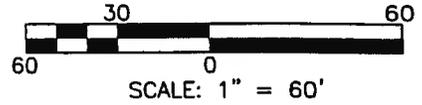
1. Basis of Bearings: SOUTHERLY along the West right-of-way line of 3rd Street South (assumed).
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

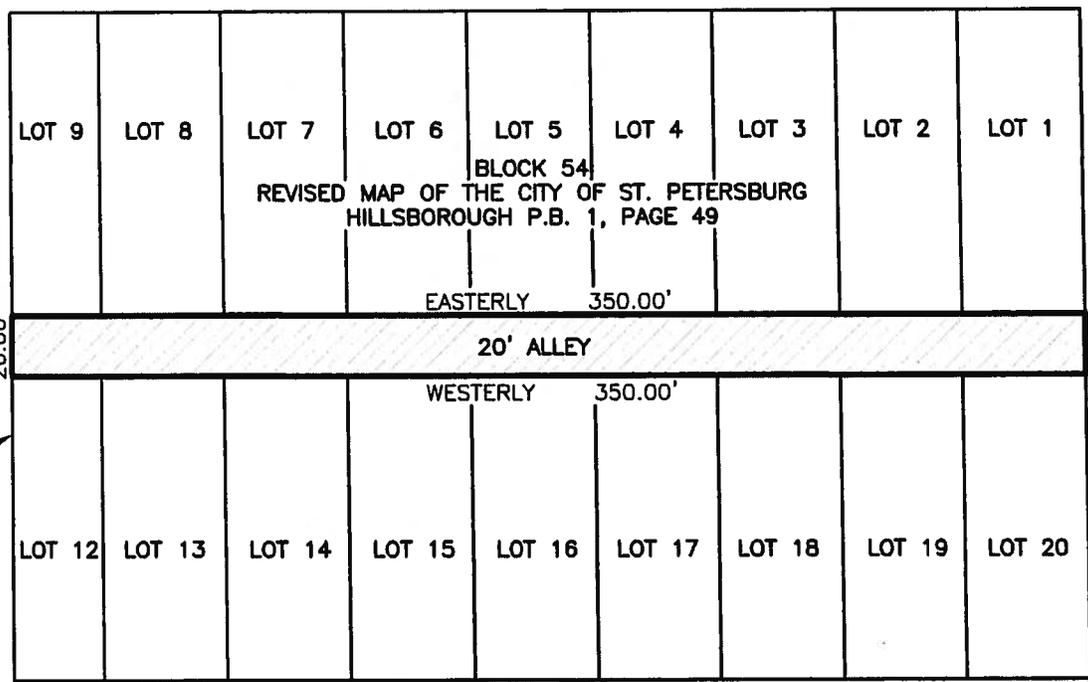
LB Licensed Business	PG. Page
LS Land Surveyor	PSM Professional Surveyor and Mapper
P.B. Plat Book	R/W Right-of-way

FILE: I:\PROJECT\SUR\15021900SC\DWG\15021900SC005K.DWG LOGIN: CBOSCO PLOTTED: 12/29/15 11:17:32

PREPARED FOR:		LEGAL DESCRIPTION			REVISED	BY	DATE	DESCRIPTION				
		SECTION 19	TOWNSHIP 31 S.	RANGE 17 E.								
CREW CHIEF	INITIALS	DATE				George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS LB021 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA			JOB NO.			
DRAWN	WDK	11/02/15							Catherine A. Bosco	PSM LS 6257	December 29, 2015	15021900SS
CHECKED	CAB	11/03/15										SHEET NO.
FIELD BOOK												1 OF 2
SCALE	1" = 60'		DATE									



2ND AVENUE SOUTH



4TH STREET SOUTH

3RD STREET SOUTH

EASTERLY R/W OF 4TH STREET SOUTH 20.00'

SOUTHERLY R/W OF 3RD STREET SOUTH 20.00'

3RD AVENUE SOUTH

BLOCK 54
REVISED MAP OF THE CITY OF ST. PETERSBURG
HILLSBOROUGH P.B. 1, PAGE 49

EASTERLY 350.00'

WESTERLY 350.00'

20' ALLEY

PREPARED FOR:

LEGAL DESCRIPTION

SECTION 19 TOWNSHIP 31 S. RANGE 17 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	WOK	11/02/15
CHECKED	CAB	11/03/15
FIELD BOOK		
SCALE	1" = 60'	

SEE SHEET ONE OF TWO FOR SIGNATURE, SEAL, DESCRIPTION, LEGEND AND NOTES



George F. Young, Inc.

299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
PHONE (727) 822-4317 FAX (727) 822-2919
LICENSED BUSINESS LB021
ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH • ST. PETERSBURG • TAMPA

JOB NO.
15021900SS

SHEET NO.
2 OF 2

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SAINT PETERSBURG CITY COUNCIL

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a portion of an east/west ten (10) foot alley, south of 2931 11th Street North and north of 2921 11th Street North. (City File No.: 15-33000024)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the proposed ordinance.

The Request: The request is to vacate a portion of an east/west ten (10) foot alley, south of 2931 11th Street North and north of 2921 11th Street North.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code and the Comprehensive Plan.

Agency Review: The application was routed to City Departments and Utility Providers. The City's Engineering Department has requested that the sanitary sewer line be field located, and that a ten foot utility easement be provided centered over the line. In addition Bright House Networks and Verizon Florida LLC indicated that they have facilities in the alley which may be affected. A suggested condition of approval to address these concerns has been added.

Public Comments: One call was received from a property owner who was noticed about the case. He indicated that he had no opinion at the time and would discuss this further with the applicant.

DRC Action/Public Comments: On January 6, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

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

1. Prior to recording the vacation ordinance, the applicant shall comply with the conditions of approval of the Engineering Memorandum dated December 1, 2015.
2. Relocate facilities or provide a private easement to Bright House Networks and to Verizon Florida LLC, or as an alternative provide a letter stating that the easement granted to the City in the condition above is adequate for their use.
3. Parking on site to be in compliance with the standards of Section 16.20.010.11.

Attachments: Ordinance, Parcel Map, Aerial, Development Review Commission Staff Report

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A PORTION OF AN EAST/WEST TEN (10) FOOT ALLEY, SOUTH OF 2931 11TH STREET NORTH AND NORTH OF 2921 11TH STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on January 6, 2016 (City File No. 15-33000024):

Ten (10) foot alley lying North and adjoining Lot 16, Block 3, MAP OF PINELLAS ADDITION TO ST. PETERSBURG, FLA as recorded in Plat Book 1, Page 9 of the Public Records of Pinellas County, Florida. From the Northwest corner of said Lot 16 as a Point of Beginning, run N 89° 47' 18" E a distance of 150.00 feet to the Northeast corner of said Lot 16; thence run N 00° 00' 00" W a distance of 10.00 feet; thence S 89° 47' 18" W a distance of 150.00 feet; thence run S 00° 00' 00" E a distance of 10.00 feet to the Point of Beginning. See attached Exhibit "A".

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

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

1. Prior to recording the vacation ordinance, the applicant shall comply with the conditions of approval of the Engineering Memorandum dated December 1, 2015.
2. Relocate facilities or provide a private easement to Bright House Networks and to Verizon Florida LLC, or as an alternative provide a letter stating that the easement granted to the City in the condition above is adequate for their use.
3. Parking on site to be in compliance with the standards of Section 16.20.010.11.

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

LEGAL:

PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:





Attachment "B"

City of St. Petersburg, Florida
 Planning and Economic Development
 Department

Case No.: 15-33000024
 Address: 2921 11th Street North
 and 2931 11th Street North



st.petersburg
www.stpete.org



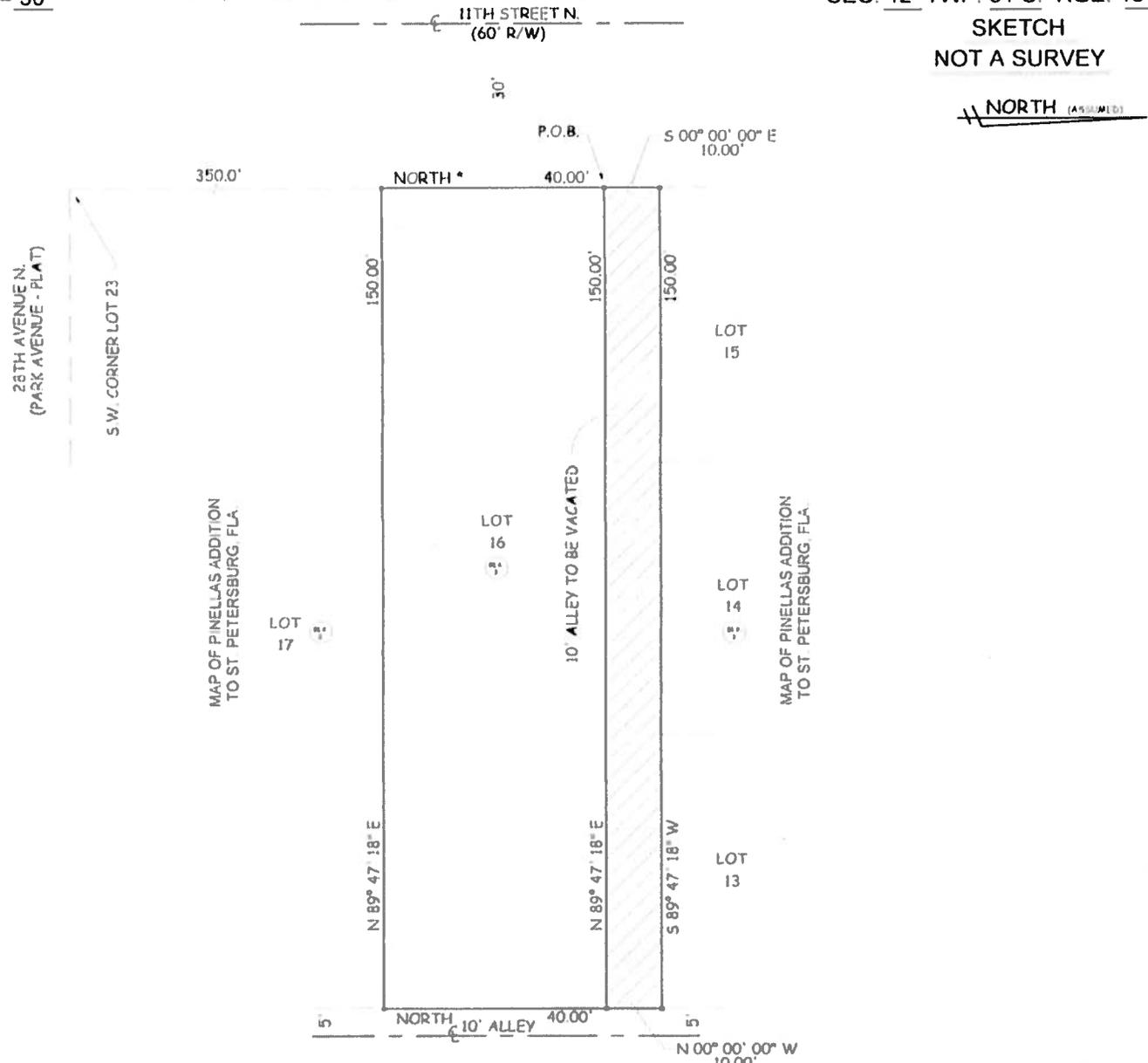
JOB NO 151712
 DRAWN BY MRB CHECKED BY EDM
 DATE OF FIELD WORK 11/16/15

MURPHY'S LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
 5760 11TH AVENUE NORTH
 ST. PETERSBURG, FLORIDA 33710
 WWW.MURPHYSLANDSURVEYING.COM

L.B. #7410
 PH. (727) 347-8740
 FAX (727) 344-4640

CERTIFIED TO Rebecca Irving EXHIBIT "A" - Case No. 15-3300024

SCALE: 1" = 30' Survey not valid for more than one (1) year from date of field work. SEC. 12 TWP. 31 S. RGE. 16 E.



A SKETCH AND DESCRIPTION OF 10' ALLEY TO BE VACATED Lying North and adjoining Lot 16, Block 3, MAP OF PINELLAS ADDITION TO ST. PETERSBURG, FLA, as recorded in Plat Book 1, Page 9 of the Public Records of Pinellas County, Florida: From the Northwest corner of said Lot 16 as a Point of Beginning, run N 89° 47' 18" E a distance of 150.00 feet to the Northeast corner of said Lot 16, thence run N 00° 00' 00" W a distance of 10.00 feet; thence S 89° 47' 18" W a distance of 150.00 feet, thence run S 00° 00' 00" E a distance of 10.00 feet to the Point of Beginning.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in Flood zone: X Comm. Panel No. : 125148 0217 G Map Date : 9/03/03 Base Flood Elev : NA

FOR THE EXCLUSIVE USE OF THE HEREON PARTY(IES), I HEREBY CERTIFY TO ITS ACCURACY (EXCEPT SUCH EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, OR ON THE SURFACE OF THE LANDS AND NOT VISIBLE), AND THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN AND OTHER RESTRICTIONS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. SKETCH AND DESCRIPTION HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A CURRENT TITLE SEARCH. SKETCH AND DESCRIPTION NOT VALID FOR MORE THAN ONE YEAR FROM DATE OF FIELD WORK AND NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL. BEARINGS SHOWN ARE BASED ON PLAT, UNLESS OTHERWISE NOTED.

Edward D. Murphy
 EDWARD D. MURPHY REG P.L.S. #5333

★ BEARINGS SHOWN ARE ASSUMED

LEGEND:	N & D - NAIL AND DISK	FD - FOUND	ALUM - ALUMINUM	WWW - WING WALL	ESMT. - EASEMENT	O.H. - OVERHANG
F.I.P. - FOUND IRON PIPE	P.O.B. - POINT OF BEGINNING	R - RADIUS	WH - WATER HEATER	CL - CENTERLINE	M.H. - MANHOLE	GAR. - GARAGE
F.C.M. - FOUND CONCRETE MONUMENT	P.O.L. - POINT ON LINE	A - ARC	P.S. - PATIO STONE	M/S - METAL SHED	CONC. - CONCRETE	C.I.W.D. - COVERED WOOD
F.I.R. - FOUND IRON ROD	P.C. - POINT OF CURVATURE	C - CHORD	C.P. - CARPORT	(P) - PLAT	CLR - CLEAR	C.P.S. - COVERED PATIO STONE
S.I.R. - SET IRON ROD 1/2" LB #7410	P.T. - POINT OF TANGENCY	Δ - DELTA	PL - PLANTER	(C) - CALCULATION	COL - COLUMN	C/C - COVERED CONCRETE
P.R.C. - POINT OF REVERSE CURVATURE	P.I. - POINT OF INTERSECTION	R/W - RIGHT OF WAY	B.C. - BACK OF CURB	(D) - DEED	WD - WOOD	A.C. - AIR CONDITIONER
P.C.C. - POINT OF COMPOUND CURVATURE	.X.X.X. - FENCE	# - NUMBER	E.P. - EDGE OF PAVEMENT	(M) - MEASURED	BLK. - BLOCK	S.P. - SCREENED PORCH
FIN FLR. - FINISHED FLOOR ELEVATION	## - ADJACENT FENCE	MAS - MASONRY	E.R. - EDGE OF ROAD	N. - NORTH	SAW - SEAWALL	-P.P. - OVERHEAD POWER LINES
P.O.C. - POINT OF COMMENCEMENT	C.L.F. - CHAIN LINK FENCE	FRM - FRAME	E.O.W. - EDGE OF WATER	S. - SOUTH	ASPH. - ASPHALT	-T.T. - OVERHEAD TELEPHONE LINES
N.A.V.D. - NORTH AMERICAN VERTICAL DATUM OF 1988	FE. - FENCE	GI - GRATE INLET	T.O.B. - TOP OF BANK	E. - EAST	UTIL. - UTILITY	P.P. - POWER POLE
	ADJ. - ADJACENT	C.B. - CATCH BASIN		W. - WEST	DR. - DRAINAGE	L.P. - LIGHT POLE



**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

st.petersburg
www.stpete.org

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **January 6, 2016, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 15-33000024 PLAT SHEET: G-16

REQUEST: Approval of a vacation of a portion of an east/west 10-foot alley, south of 2931 11th Street North and north of 2921 11th Street North

OWNER: Rebecca Irving
2921 11th Street North
Saint Petersburg, Florida 33704-2506

OWNER: OCP Green Street, LLC
142 West Platt Street
Tampa, Florida 33606-2315

ADDRESS: 2931 11th Street North; 12-31-16-69570-003-0130
1921 11th Street North; 12-31-16-69570-003-0160

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Traditional (NT-2)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate a portion of an east/west 10-foot alley, south of 2931 11th Street North and north of 2921 11th Street North. This is an unimproved alley which was dedicated to serve three north/south lots facing on 30th Avenue North. In the last year, these three lots were refaced to face 11th Street North, eliminating the need for the alley for access to

those three lots. 2921 11th Street North has always had access available to their property from the north/south alley within the block.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal (Exhibit "A"). The applicant's goal is to vacate the right-of-way in order to add width to the substandard lot at 2921 11th Street North and to discourage activities in this unimproved alley.

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

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

A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

The City's Engineering Department has requested that a 10 foot wide public utility easement be dedicated over the field located and centered over the existing sanitary sewer main. In addition Bright House Networks and Verizon Florida LLC have requested utility easements. This condition is included in the recommended conditions of approval at the end of this report.

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

The lots which would use this alley as access have been refaced and the transportation use for which the alley was intended is no longer necessary.

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

The vacation of the subject right-of-way will not have an effect on the existing roadway network, as all of the affected lots have access to a north/south alley within the block.

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

There is no longer a need for the alley for pedestrian or vehicular access. The City's Engineering Department has requested that a 10 foot wide public utility easement be dedicated in the area of the vacated alley. This condition is included in the recommended conditions of approval at the end of this report.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

Future Land Use Element Policy T2.4 States: The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

There is an existing north south alley that will serve the lots on this block. Vacation of the subject alley portion will not be in conflict with this policy.

C. Adopted Neighborhood or Special Area Plans

The subject properties are located within the Greater Woodlawn Neighborhood Association. A letter of support from the Neighborhood Association is included in this report (Attachment E). There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public The application was routed to City Departments and Utility Providers. The City's Engineering Department has requested that the sanitary sewer line be field located, and that a ten foot utility easement be provided centered over the line. In addition Bright House Networks and Verizon Florida LLC indicated that they have facilities in the alley which may be affected. A condition of approval to address these concerns has been added at the end of this report.

A call was received from a property owner who was noticed about the case. He indicated that he had no opinion at the time and would discuss this further with the applicant.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed alley vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall comply with the conditions of approval of the Engineering Memorandum dated December 1, 2015.
2. Relocate facilities or provide a private easement to Bright House Networks and to Verizon Florida LLC, or as an alternative provide a letter stating that the easement granted to the City in the condition above is adequate for their use.
3. Parking on site to be in compliance with the standards of Section 16.20.010.11.

REPORT PREPARED BY:

 12-28-15
KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official DATE
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

 12-28-15
ELIZABETH ABERNETHY, AICP, Zoning Official (POD) DATE
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Applicants Attachment, D – Engineering Conditions of Approval dated December 1, 2015, E – Letter of Support from the Neighborhood Association, Exhibit “A” Sketch and Legal



Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 15-3300024
Address: 2921 11th Street North
and 2931 11th Street North



ATTACHMENT C

ATTACHMENT A

The applicants own the properties on the north and south sides of the alley. Until recently the three lots to the north of the alley were facing north. Those lots were undeveloped until recently, and the alley was never developed. The current owner of those lots (OCP Greenstreet) successfully petitioned the City to reposition those lots to face west, with the front of those properties now on 11th Street North and with the rear of those properties being serviced by the existing alley that runs north/south behind those properties and the other houses on 11th Street North. With the realignment of the three parcels north of the alley, there is no longer an apparent purpose for the alley.

The alley is being maintained at the front by applicant, Rebecca Irving. The back half is overgrown and is not being maintained. It is now being used by unknown persons for dumping and as a passageway for homeless or other individuals, who also go onto the applicants' land unauthorized. If approved, the undeveloped land would be fenced and maintained.

Applicant OCP Greenstreet has agreed that any interest it may have in the alley shall become the property of applicant, Rebecca Irving, if the application is approved so that Ms. Irving's property will become the same width as the Greenstreet properties, 50 feet wide, which appears to be the standard width in the neighborhood.

The vacation would not cause any detrimental effect upon or substantially impair or deny access to any lot of record. Also, the vacation would not adversely impact the existing roadway network in any way, as the alley was never developed and is not being used now for any purpose. The only use the applicants are aware of is the partial use of the back of the alley for sewage lines that were recently installed for the new construction on the lots owned by Greenstreet.

ATTACHMENT D
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Smith, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: December 1, 2015
SUBJECT: Alley Vacation
FILE: 15-33000024

LOCATION: 2931 11th Street North, 2921 11th Street North
PIN: 12/31/16/69570/003/0130; 12/31/16/69570/003/0160
ATLAS: G-16
PROJECT: Alley Vacation

REQUEST: Approval of a vacation of a portion of an east/west 10 foot alley, south of 2931 11th Street North and north of 2921 11th Street North.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the alley vacation request provided the following are made a condition of the approval;

1. The Engineering department has no objection to the vacation of the described east-west alley provided that a **10-foot wide Public Utility Easement** is retained/dedicated which is centered over the existing sanitary sewer main. Note that per the attached City utility map the sanitary sewer main exists to the north of the alley centerline and possibly north of the southern boundary of parcel 12/31/16/69570/003/0130. The actual field verified location of the sanitary sewer main must be determined by the applicant to set the boundaries of the necessary public utility easement dedication.

To initiate new Public Utility Easement dedication the applicant must:

- A. Provide a legal description and sketch of the required easement.
- B. Provide property ownership information (including the property owners name, address, contact person, phone number).
- C. Provide a check made out to the "City of St. Petersburg" in the total amount of \$750.00 for the cost of title insurance and recording fees. The applicant is responsible to pay all costs associated with granting of the easement to the City so if costs are less the difference will be rebated and if costs are more the applicant will be billed.

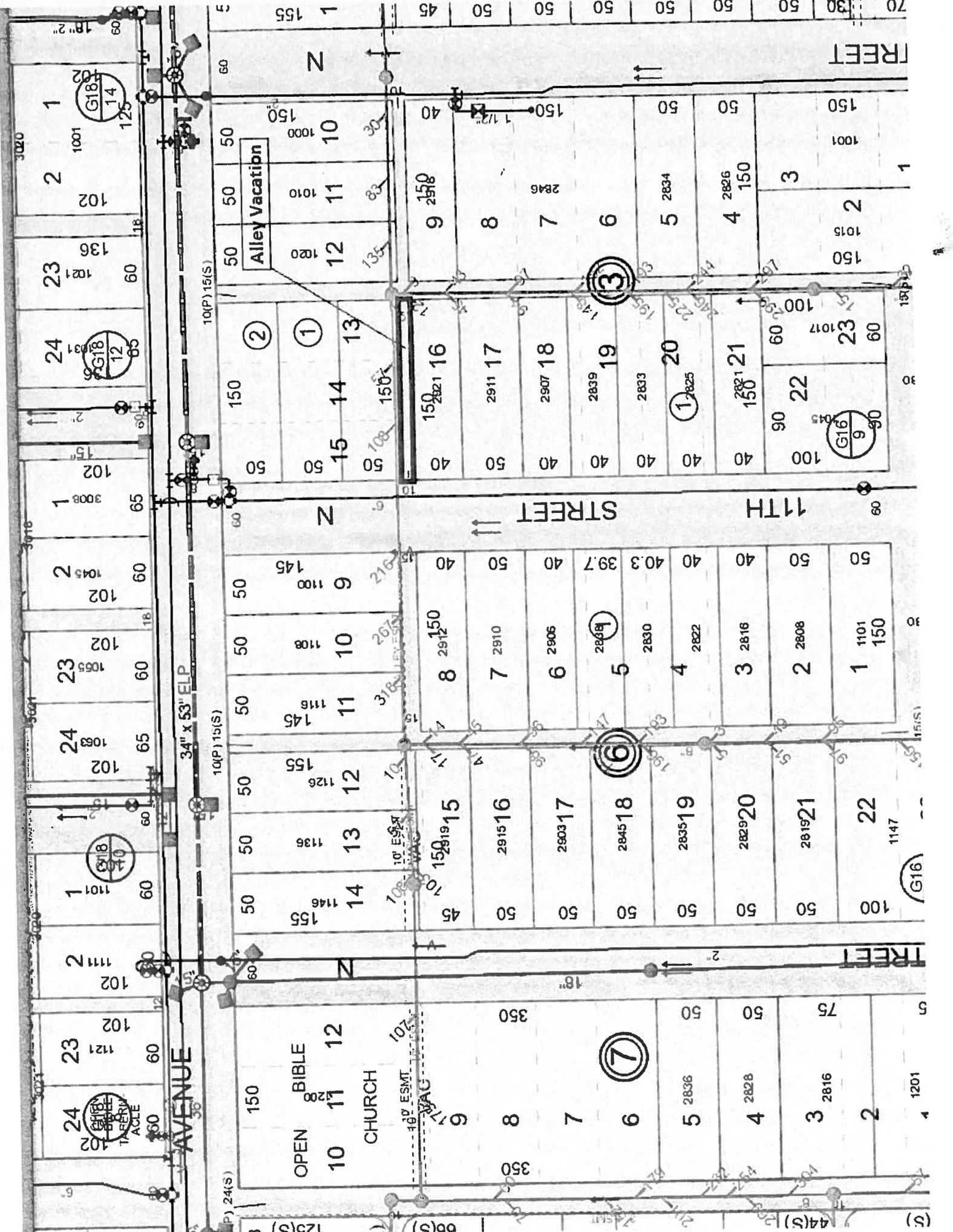
The above listed information and the check for easement dedication should be provided to the City Real Estate and Property Management department (c/o Alfred Wendler, phone 727-893-7183, email Alfred.Wendler@stpete.org) who will draft the required easement instrument, obtain necessary signatures, and ultimately record the document.

2. Any vegetation planted in a utility easement shall be herbaceous vegetation and shall not interfere with the use of the easement for utility purposes which includes the maintenance and replacement of underground utilities.
3. Fences placed within or across a utility easement shall be removable (wood, vinyl, etc.) and shall not

interfere with the use of the easement for its intended purpose which includes the maintenance and replacement of underground utilities. Fences shall not block access to any public sanitary sewer manhole structure ring and cover. If any manhole structure is located within a private fence boundary a gated access or easily removable fence panel sections is recommended across the easement area to maintain ease of access should public maintenance of the pipeline be required. It should be noted that City Utility maps indicate that the sanitary sewer main in this area is relatively shallow (approximately 3.5' below grade) so owners should be sure to call for utility locates (Call 811 before you dig; sunshine811.com) prior to any excavation.

NED/MJR/jw

pc: Kelly Donnelly
Reading File
Correspondence File



34" x 53" ELP

OPEN BIBLE CHURCH

Alley Vacation

(P) 24(S)

10(P) 15(S)

10(P) 15(S)

5

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9 10 11 12

13 14 15

10 11 12

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1201

1101 150

100 1101 150

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ATTACHMENT E

Greater Woodlawn Neighborhood Association

June 1, 2015

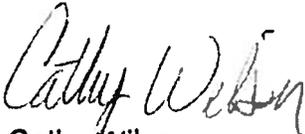
Development Review Commission &
Development Review Services Staff
City of St Petersburg
Post Office Box 2842
St Petersburg, FL 33731-2842

Re: 2921 11th Street N Rebecca Irving

Dear Development Review Commission Members & City Staff,

Please accept this letter as proof of our support and agreement with the referenced applicant's request to vacate the east/west alley directly abutting her premises at 2921 11th Street N. With the lots directly to the north having been reoriented west facing along 11th Street instead of their original siting as north facing along 30th, the need for this alley is no longer evident. Further, vacating this alley will enlarge the applicant's property to the more standard 50 foot lot width from its current 40 foot width.

Regards,



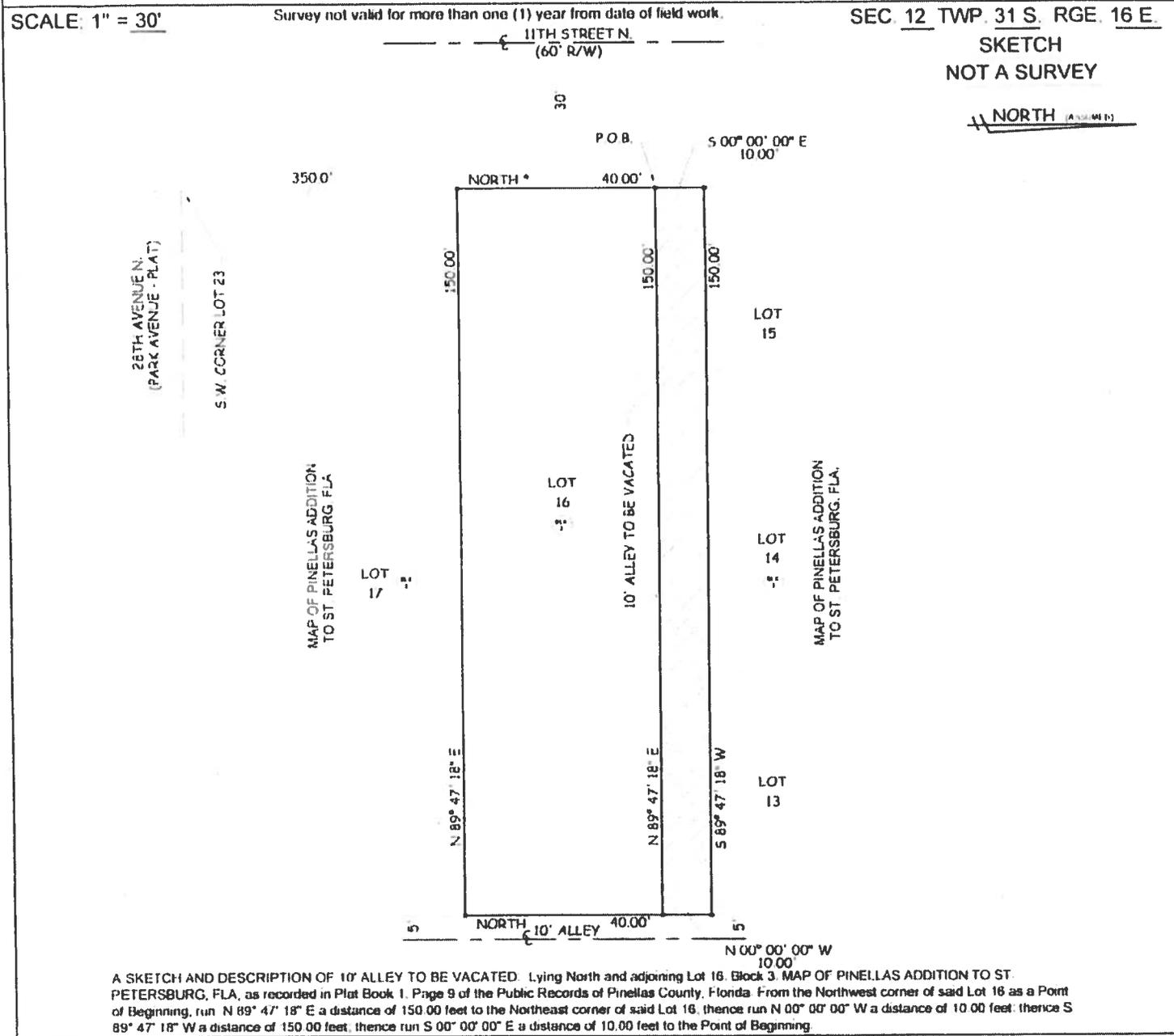
Cathy Wilson,
Acting President

1471 29th Avenue N
St Petersburg, FL 33704

Phone: (727) 455-9546
Email: catgwna@knology.net

JOB NO 151712		MURPHY'S LAND SURVEYING, INC. PROFESSIONAL LAND SURVEYORS 5760 11TH AVENUE NORTH ST. PETERSBURG, FLORIDA 33710 WWW.MURPHYSLANDSURVEYING.COM	L.B. #7410
DRAWN BY MRB	CHECKED BY EDM		PH. (727) 347-8740
DATE OF FIELD WORK 11/16/15			FAX (727) 344-4640

CERTIFIED TO **Rebecca Irving** EXHIBIT "A" - Case No. 15-3300024



A SKETCH AND DESCRIPTION OF 10' ALLEY TO BE VACATED. Lying North and adjoining Lot 16, Block 3, MAP OF PINELLAS ADDITION TO ST. PETERSBURG, FLA., as recorded in Plat Book 1, Page 9 of the Public Records of Pinellas County, Florida. From the Northwest corner of said Lot 16 as a Point of Beginning, run N 89° 47' 18" E a distance of 150.00 feet to the Northeast corner of said Lot 16, thence run N 00° 00' 00" W a distance of 10.00 feet, thence S 89° 47' 18" W a distance of 150.00 feet, thence run S 00° 00' 00" E a distance of 10.00 feet to the Point of Beginning.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in
 Flood zone: X Comm. Panel No. : 125148 0217 G Map Date : 9/03/03 Base Flood Elev : NA

FOR THE EXCLUSIVE USE OF THE HEREON PARTY(IES) I HEREBY CERTIFY TO ITS ACCURACY (EXCEPT SUCH EMBLEMEN, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS, OR ON THE SURFACE OF THE LANDS AND NOT VISIBLE), AND THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN AND OTHER RESTRICTIONS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. SKETCH AND DESCRIPTION HAS BEEN DONE WITHOUT THE BENEFIT OF REVIEWING A CURRENT TITLE SEARCH. THIS SKETCH AND DESCRIPTION NOT VALID FOR MORE THAN ONE YEAR FROM DATE OF FIELD WORK AND NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL. BEARINGS SHOWN ARE BASED ON PLAT, UNLESS OTHERWISE NOTED.

Edward D. Murphy
 EDWARD D. MURPHY REG. P.L.S. #5333

★ BEARINGS SHOWN ARE ASSUMED

LEGEND	N A D NAIL AND DISK	P D FOUND	ALUM ALUMINUM	WW - WIND WALL	ESMT - PAVEMENT	O H OVERHANG
F I P FOUND IRON PIPE	P O B POINT OF BEGINNING	R RADIUS	WH WATER HEATER	C CENTERLINE	M M MANHOLE	GAR GARAGE
F C M FOUND CONCRETE MONUMENT	P O L POINT ON LINE	A ARC	P S PATIO STONE	M S METAL SHEED	C O N C CONCRETE	C W D COVERED WOOD
F I R FOUND IRON ROD	P O C POINT OF CURVATURE	C CHORD	C P CARPORT	(P) PLAT	C I R CLEAR	C P S COVERED PAVED STONE
S I R SET IRON ROD 1/2" LB #7410	P T POINT OF TANGENCY	DELTA	PL PLANIER	(C) CALCULATION	C O L COLUMN	C C COVERED CONCRETE
P R C POINT OF REVERSE CURVATURE	P I POINT OF INTERSECTION	R W R W RIGHT OF WAY	B C BACK OF CURB	(I) IFFED	W D WOOD	A C AIR CONDITIONER
P C C POINT OF COMPOUND CURVATURE	X X X FENCE	# NUMBER	E P EDGE OF PAVEMENT	(M) MEASURED	B L K BLOCK	S P SCREENED PORCH
F I N I L H FINISHED FLOOR ELEVATION	A B ADJACENT FENCE	M A S MASONRY	E R EDGE OF ROAD	N - NORTH	S W SEAWALL	P P OVERHEAD POWER LINES
P O C POINT OF COMMENCEMENT	C L P CHAIN LINK FENCE	F R M FRAME	E O W EDGE OF WATER	S - SOUTH	A S P H ASPHALT	- P P OVERHEAD TELEPHONE LINES
N A V D NORTH AMERICAN VERTICAL DATUM OF 1988	F E FENCE	G I GRATE INLET	T O B TOP OF BANK	E EAST	U T I L UTILITY	P P POWER POLE
	A D J ADJACENT	C B CATCH BASIN		W - WEST	D R DRAINAGE	L P LIGHT POLE



SAINT PETERSBURG CITY COUNCIL

Meeting of February 18, 2016

TO: The Honorable Amy Foster, City Council Chair, and Members of City Council

SUBJECT: **Appeal of the Development Review Commission (DRC) denial of a Special Exception and Related Site Plan to construct a bank drive-thru at 700 Central Avenue (City File 15-3200009 Appeal)**

RECOMMENDATION: The Administration recommends that the appeal be **UPHELD**, thereby **OVERTURNING** the Development Review Commission's **DENIAL** of the application and **APPROVING** the Special Exception and Related Site Plan to construct a bank drive-thru at 700 Central Avenue (City File 15-3200009 Appeal with an additional Special Condition.

INTRODUCTION: The subject property is located in downtown, on the block bordered by Central Avenue on the north, 1st Avenue South on the south, 7th Street South on the east and 8th Street South on the west. There is currently a 32,000 square foot building under construction on the western half of the block which will accommodate a Publix grocery store, a new parking garage and an 18,000 square foot retail building facing Central Avenue designed for the relocation of the Chihuly museum. The existing 92,000 square foot 6-story office building on the east half of the block is remaining with the first floor to be remodeled for a bank corporate headquarters which includes a bank retail use. An application for a Special Exception and Related Site Plan to construct a single-lane bank drive-thru on the south side of the existing building for this bank tenant was received on 09/14/15. Staff recommended approval of the application; please see attached Exhibit 1, staff report dated 10/28/15.

DRC REVIEW AND DECISION: The DRC considered the application during the public hearing on November 4, 2015. The DRC heard testimony from City staff, the applicant, and Timothy Baker, representing the Downtown Neighborhood Association. Mr. Baker expressed opposition to any drive-thrus in downtown, expressing concerns about pedestrian safety. The details of the testimony are provided in the attached Exhibit 2, meeting minutes. After considering all of the information provided, the DRC voted to deny the application by a vote of 5 to 2, see Exhibit 3, vote record.

THE APPEAL: The City Clerk's Office timely received an appeal on November 16, 2015 from ARC Group, Inc., the applicant and property owner. The appellant provided staff with additional information to address the concerns expressed by DRC during the November 4, 2015 public hearing. Staff's analyses of the appeal and the additional information provided is addressed in this report. The Notice of Appeal and additional information are attached as Exhibit 4.

STAFF'S ANALYSIS: Staff has reviewed the additional information provided by the appellant to address the concerns expressed by the DRC during the hearing. The concerns expressed by the DRC at the hearing are outlined below followed by staff analysis and response based on the additional information provided by the appellant.

1. Concern regarding conflict with Publix Super Market loading and operations.

Response: The appellant provided email correspondence dated January 21, 2016 from Anne Balderston, P.E., Publix Super Markets, Inc., stating that she reviewed the plans and Publix has no objections to the single-lane drive thru and that there is adequate space for the Publix trucks to maneuver for deliveries. A second email from Ms. Balderston provided further information regarding the loading operations as follows:

"A typical store will have 2 or 3 deliveries per day from the Publix warehouses. Produce, for instance will receive 4 or 5 deliveries a week in order to keep the produce fresh but it could only be 2 or 3 pallets being delivered at this location so the truck would only be there for a short period of time. Even a fully loaded grocery truck should not take more than 40 minutes to unload. The time of day for the delivery time depend on logistics and the number of store orders on a single truck. Our dispatch group will consider the local traffic patterns, jurisdictional restrictions, etc. into the delivery order and times."

The email correspondence from Ms. Balderston are attached as Exhibit 5.

2. Concern regarding the bank drive-thru operation.

Response: The appellant provided a letter from Anthony Leo, Chief Executive Officer of First Home Bank dated January 22, 2016, attached as Exhibit 5. The letter states that the drive-thru is expected to service 35 customers per day, with peak times at lunchtime and mid to late afternoon. There will be no ATM service through the drive-thru. The drive-thru will be open from 8 am to 6 pm.

3. Concern regarding pedestrian safety.

Response: The appellant provided the attached Exhibit 7, titled "Enlarged Bank Drive-Thru Plan" to address concerns expressed regarding pedestrian safety at the drive-way intersection. The exhibit includes notes showing that mirrors be provided on the building to increase visibility of the driver, installation of a stop signs and speed bump (if needed), Staff has reviewed the exhibit, and provided additional modifications, which is attached as Exhibit 8 is attached. Staff is recommending that an additional Special Condition of approval be added which will require compliance with the amended exhibit.

SUMMARY: The DRC considered all of the information presented during the public hearing and expressed concerns regarding potential conflicts between the Publix loading and bank drive-thru operations and regarding pedestrian safety, and denied the application for a Special Exception and Related Site Plan to construct a bank drive-thru by a vote of 5 to 2. The appellant provided additional documentation and evidence to respond to all concerns expressed by the DRC. Given the findings set forth in this report, staff recommends that the appeal of the DRC decision should be upheld, with an additional Special Condition of approval requiring compliance with the amended exhibit, and that the decision of the DRC should thereby be overturned.

RECOMMENDATION: The Administration recommends that the City Council **APPROVE Resolution "B"** to uphold the appeal thereby overturning the decision of the DRC to deny the application and approving with an additional Special Condition regarding compliance with the amended Enlarged Bank Drive-Thru Plan, the Special Exception and Related Site Plan to construct a bank drive-thru.

Attachments: Exhibit 1: DRC Staff Report 10/28/15; Exhibit 2: November 4, 2015 DRC Meeting Minutes; Exhibit 3: DRC vote record; Exhibit 4: Notice of Appeal; Exhibit 5: Email correspondence from Anne Balderston, Publix Super Markets, Inc.; Exhibit 6: Letter from First Home Bank dated January 22, 2016; Exhibit 7: Enlarged Bank Drive-Thru Plan; Exhibit 8: Amended Enlarged Drive-Thru Plan.

"A"

RESOLUTION NO. _____

A RESOLUTION **DENYING** THE APPEAL RECEIVED ON NOVEMBER 16, 2015 AND **UPHOLDING** THE DEVELOPMENT REVIEW COMMISSION'S DENIAL OF A SPECIAL EXCEPTION AND RELATED SITE PLAN TO CONSTRUCT A BANK DRIVE-THRU AT 700 CENTRAL AVENUE (CITY FILE 15—32000009); MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2015, the Development Review Commission (DRC) held a public hearing for a Special Exception and Related Site Plan to construct a bank drive-thru at 700 Central Avenue; and

WHEREAS, the appellant timely filed his Notice of Appeal of the DRC's decision on November 16, 2015, to come before the City Council to seek a reversal of this decision; and

WHEREAS, the City Council finds that it is appropriate to **deny** the appeal by **upholding** the DRC's denial of the Special Exception and Related Site Plan to construct a bank drive-thru.

NOW, THEREFORE BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the City Council makes the following findings:

1. The Special Exception and related Site Plan to construct a bank drive-thru does not comply not with the City's applicable Land Development Regulations and Comprehensive Plan; and
2. The City Council finds that it is appropriate to **DENY** the appeal and **UPHOLD** the DRC's denial of the Special Exception and related Site Plan to construct a bank drive-thru.

BE IT FURTHER RESOLVED that under its de novo appellate authority, based upon the foregoing findings of fact based on evidence, this Council **denies** the Special Exception and related Site Plan and **denies** the appeal herein; and

BE IT FURTHER RESOLVED that this resolution shall become effectively immediately upon adoption.

APPROVED AS TO FORM AND SUBSTANCE:



Planning and Economic Development Department 1-29-16
Date



Assistant City Attorney 1/28/16
Date

"B"

RESOLUTION NO. _____

A RESOLUTION **UPHOLDING** THE APPEAL RECEIVED ON NOVEMBER 16, 2015 AND **OVERTURNING** THE DEVELOPMENT REVIEW COMMISSION'S DENIAL OF THE APPLICATION AND **APPROVING** A SPECIAL EXCEPTION AND RELATED SITE PLAN TO CONSTRUCT A BANK DRIVE-THRU AT 700 CENTRAL AVENUE (CITY FILE 15--32000009) WITH AN ADDITIONAL SPECIAL CONDITION; MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2015, the Development Review Commission (DRC) held a public hearing for a Special Exception and Related Site Plan to construct a bank drive-thru at 700 Central Avenue; and

WHEREAS, the appellant timely filed his Notice of Appeal of the DRC's decision on November 16, 2015, to come before the City Council to seek a reversal of this decision; and

WHEREAS, the City Council finds that it is appropriate to **uphold** the appeal by **overturning** the DRC's denial of the application and thereby **approving** a Special Exception and Related Site Plan to construct a bank drive-thru with an additional special condition of approval.

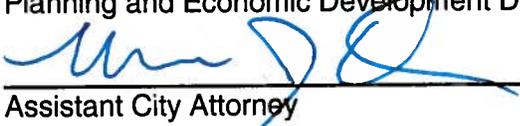
NOW, THEREFORE BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the City Council makes the following findings based on the evidence:

1. The requested Special Exception and Related Site Plan to construct a bank drive-thru complies with the applicable City Land Development Regulations and Comprehensive Plan.
2. The City Council finds that it is appropriate to **UPHOLD** the appeal and **OVERTURN** the DRC's denial of the Special Exception and Related Site Plan to construct a bank drive-thru, subject to the conditions of the Staff Report with an additional special condition of approval.

BE IT FURTHER RESOLVED that under its de novo appellate authority, based upon the foregoing findings based on the evidence, this Council **approves** the Special Exception and related Site Plan subject to the conditions in the Staff Report with an additional special condition of approval and **upholds** the appeal herein; and

BE IT FURTHER RESOLVED that this resolution shall become effectively immediately upon adoption.

APPROVED AS TO FORM AND SUBSTANCE:

	1-29-16
_____ Planning and Economic Development Department	Date
	1/28/16
_____ Assistant City Attorney	Date



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**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**SPECIAL EXCEPTION
PUBLIC HEARING**

According to Planning & Economic Development Department records, Commissioner Calvin Samuel resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on November 4, 2015, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.:	15-32000009	PLAT SHEET:	F-2
REQUEST:	Approval of a special exception and related site plan to construct a bank drive-thru.		
OWNER:	ARC Group, Inc. 700 Central Avenue, #104 Saint Petersburg, Florida 33701-3600		
AGENT:	Jonathan J. Gotwald George F. Young, Inc. 299 Dr. Martin Luther King, Jr. Street North Saint Petersburg, Florida 33701		
ADDRESS:	700 Central Avenue		
PARCEL ID NO.:	19-31-17-94833-001-0010		
LEGAL DESCRIPTION:	On File		
ZONING:	Downtown Center-1 (DC-1)		
SITE AREA TOTAL:	96,322 square feet or 2.21 acres		
GROSS FLOOR AREA:			
Existing:	140,911 square feet	1.46 F.A.R.	
Proposed:	140,911 square feet	1.46 F.A.R.	

Permitted: 288,966 square feet 3.0 F.A.R.

BUILDING COVERAGE:

Existing: 71,635 square feet 74.4% of Site MOL
Proposed: 71,635 square feet 74.4% of Site MOL
Permitted: 91,536 square feet 95% of Site MOL

IMPERVIOUS SURFACE:

Existing: 92,667 square feet 96.2% of Site MOL
Proposed: 92,667 square feet 96.2% of Site MOL
Permitted: N/A

OPEN GREEN SPACE:

Existing: 3,655 square feet 3.8% of Site MOL
Proposed: 3,655 square feet 3.8% of Site MOL

PAVING COVERAGE:

Existing: 21,032 square feet 21.8% of Site MOL
Proposed: 21,032 square feet 21.8% of Site MOL

PARKING:

Existing: 458; including 12 handicapped spaces
Proposed: 458; including 12 handicapped spaces
Required: 282; including 7 handicapped spaces

BUILDING HEIGHT:

Existing: 72 feet
Proposed: 72 feet
Permitted: 300 feet

APPLICATION REVIEW:

I. **PROCEDURAL REQUIREMENTS:** The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a bank drive-thru which is a Special Exception use within the Downtown Center-1 (DC-1) Zoning District.

II. **DISCUSSION AND RECOMMENDATIONS:**

The Request:

The applicant seeks approval of a Special Exception and related site plan to add a single-lane drive thru for a bank. The subject property is located in the block surrounded by Central Avenue, 7th Street South, 1st Avenue South and 8th Street South. The applicant is requesting no variances.

Current Proposal:

The property is currently developed with a 6-story, 92,000 square foot office building. Construction is currently underway on a 32,000 square foot grocery store, an 18,000 square foot retail space with a three-story parking garage.

As illustrated by the site plan, the office building is located on the east side of the subject property. The grocery and retail building is located on the west side of the property. An at grade plaza is located in-between the office building and grocery and retail building. Located above the grocery and retail space will be three (3) levels of structured parking. Access to the parking garage is from 8th Street North. The area located south of the existing office building and east of the grocery store is a loading and service area for the grocery and office building. Ingress to the loading and service area is from 1st Avenue South and egress to the loading and service area is from 7th Street South.

The applicant is seeking to add a single-lane drive thru for a bank on the south side of the existing six-story office building, east of the grocery store. Ingress to the drive-thru will be from the existing curb-cut along 1st Avenue North and egress will be to 7th Street South. The drive-thru lane and curb-cut along 7th Street South have been designed to minimize any potential impacts with pedestrians.

The bank-drive-thru has been enclosed within a building to minimize the appearance of the drive-thru from the abutting streets. The design of the proposed building will match the style of the existing office building.

Special Exception:

The proposed drive thru for a bank is a Special Exception use in the DC-1 zoning district, requiring the DRC's review and approval. Approval is subject to the applicable criteria, which focuses on the potential for adverse impacts such as noise, light, traffic circulation, traffic congestion and compatibility. The City's Transportation Planner has reviewed the proposal and determined that the design of the drive-thru is adequate and has recommended approval. The applicant will design the drive-thru lane and modify the existing curb-cut along 7th Street South to minimize any potential impacts with pedestrians walking along the public sidewalk in the 7th Street South right-of-way. The location of the drive-thru is already devoted to an auto oriented uses. Lastly, the proposed design will minimize the visual impacts of the automobile from the street since the drive-thru will be located within a building. As a condition of approval, staff is requiring that a three-foot high wall be constructed in the green yard along 1st Avenue South to minimize the visual impact of the drive-thru from the abutting right-of-way.

Public Comments:

Staff received a letter from the Downtown Neighborhood Association (DNA) expressing an objection to the Special Exception use and related site plan. The concerns expressed by the DNA is that the use is not compatible with the community focused on being walkable and pedestrian friendly and the use will contribute to significant increase in pollution. The letter from DNA is attached to the report.

III. RECOMMENDATION:

- A. Staff recommends APPROVAL of the Special Exception and related site plan for a bank with drive-thru, subject to the conditions of approval:**
- B. SPECIAL CONDITIONS OF APPROVAL:**
 - 1. A three-foot high wall that is designed to match the existing office building shall be constructed in the green yard along 1st Avenue North. The location of the wall is also subject to requirements of Duke Energy.**

2. The applicant shall install landscaping and streetscape improvements in the 1st Avenue South right-of-way that is consistent with the landscaping and streetscape improvements that will be installed as part of the new grocery and retail store currently under construction.
3. The site plan for the drive-thru submitted for permitting shall be consistent the site plan attached to the staff report.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.

Building Code Requirements:

1. The applicant shall contact the City's Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.
2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:

1. The use/proposal shall be consistent with Concurrency Certificate No. **6414**.
2. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.
3. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).
4. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.
5. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

Engineering Requirements:

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality

requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City's Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.

2. As per Engineering Department requirements and prior to their approval of any permits, the applicant shall submit a copy of a Southwest Florida Water Management District (or Pinellas County Ordinance 90-17) Management of Surface Water Permit or Letter of Exemption to the Engineering Department and a copy of all permits from other regulatory agencies including but not limited to FDOT and Pinellas County required for this project.
3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.
4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City's Engineering Department for review and approval prior to the approval of any permits.
5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.

Landscaping Requirements:

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled "Landscaping and Irrigation."
2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.
3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.
4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.
5. Concrete curbing, wheelstops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.
6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.
7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.150, Section 16.40.060.2.1.1 of City Code. Development Services Division Staff shall inspect and approve all tree protection barricades prior to the issuance of development permits.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

- A. The use is consistent with the Comprehensive Plan.
- B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;
- C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;
- D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;
- E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;
- F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;
- G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;
- H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
- I. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;
- J. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;
- K. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;
- L. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

- M. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;
- N. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;
- O. Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;
 - 1. The site is **not within** an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).
 - 2. The property is **not within** a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).
- P. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;
- Q. Meets adopted levels of service and the requirements for a Certificate of Concurrency by complying with the adopted levels of service for:
 - a. Water.
 - b. Sewer.
 - c. Sanitation.
 - d. Parks and recreation.
 - e. Drainage.
 - f. Mass transit.
 - g. Traffic.
 - h. School Concurrency.

The land use of the subject property is: **Office and retail**

The land uses of the surrounding properties are:

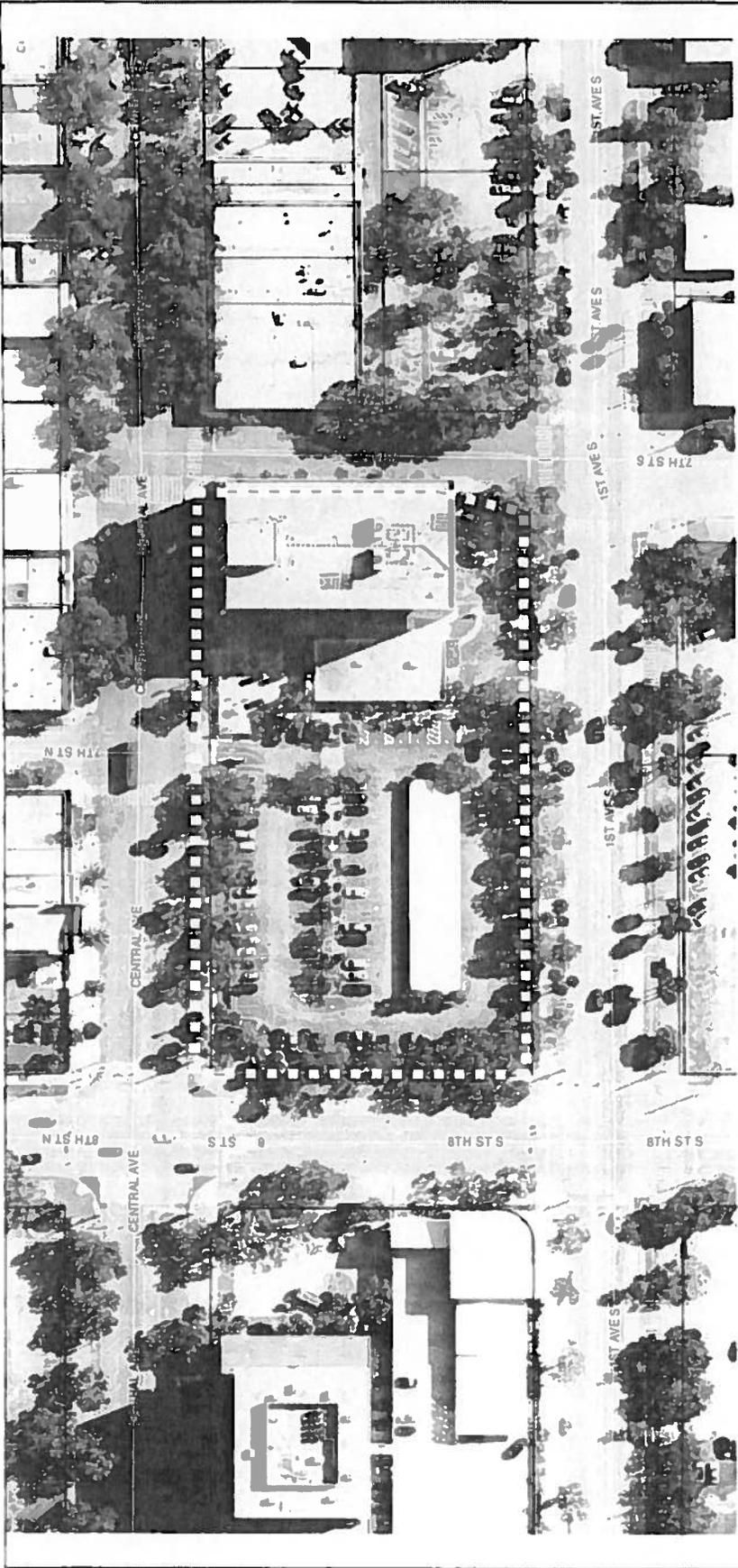
North:	Office and retail
South:	Office and retail
East:	Office and retail
West:	Office and retail

REPORT PREPARED BY:


Corey Malyszka, Urban Design and Development Coordinator 10/28/15
DATE

REPORT APPROVED BY:


ELIZABETH ABERNETHY, AICP, Zoning Official (POD) 10-28-15
DATE
Planning and Economic Development
Development Review Services Division



City of St. Petersburg, Florida
Development Review Services
Case No.: 15-3200009
Address: 700 Central Avenue



EXISTING TREE LEGEND

- PLANT TREE WITH TRUNK AND BRANCHES
- CIRCULAR TREE WITH TRUNK AND BRANCHES
- TREE (PROPOSED) WITH TRUNK AND BRANCHES
- TREE TO BE REMOVED



LANDSCAPE DATA:

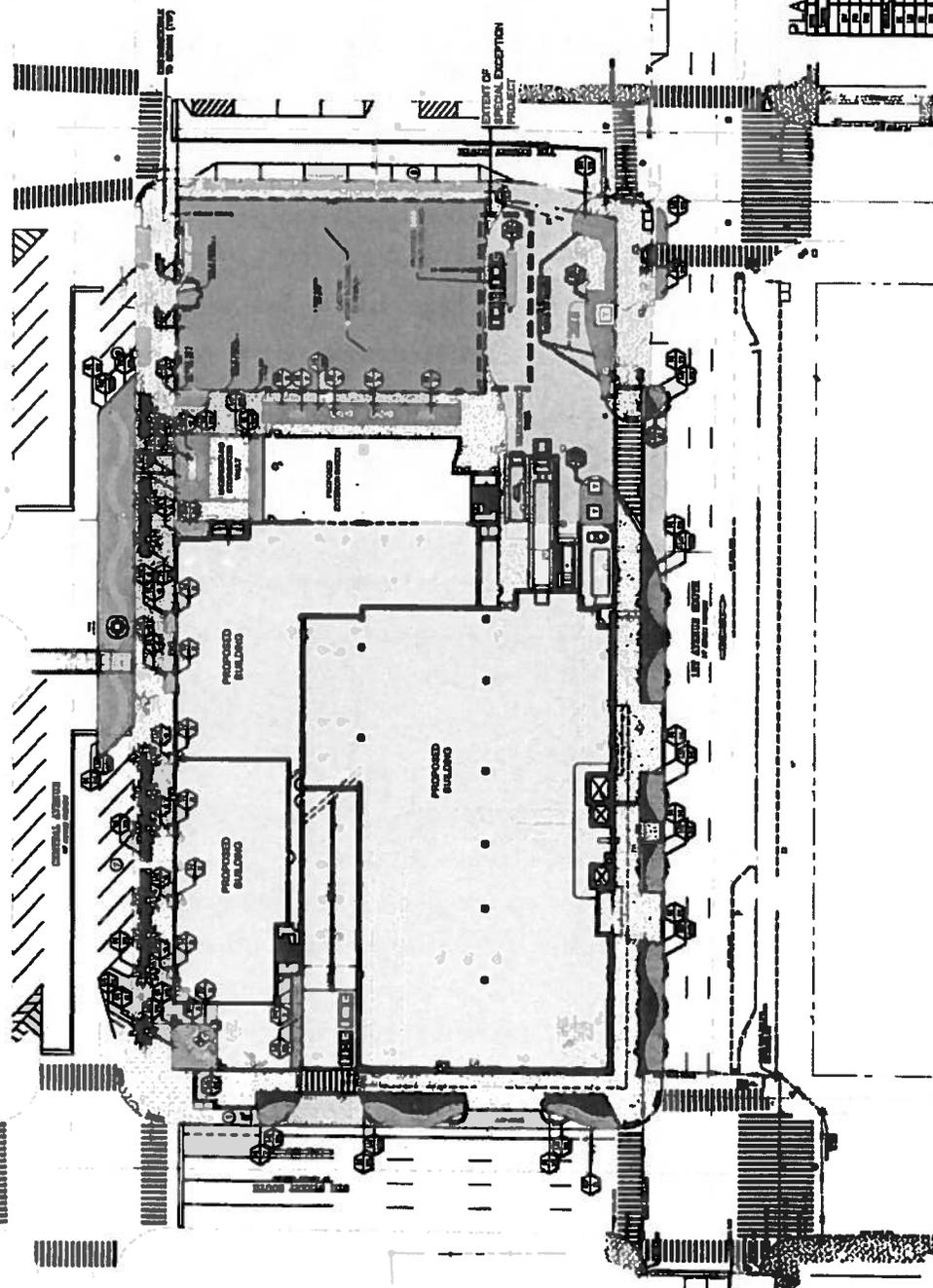
PROPOSED LANDSCAPE DATA TO BE MAINTAINED	REMARKS	DATE
ALL EXISTING TREES TO BE MAINTAINED	10A	10A
ALL EXISTING TREES TO BE REMOVED	10B	10B
ALL EXISTING TREES TO BE MAINTAINED	10C	10C
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ALL EXISTING TREES TO BE MAINTAINED	10V	10V
ALL EXISTING TREES TO BE MAINTAINED	10W	10W
ALL EXISTING TREES TO BE MAINTAINED	10X	10X
ALL EXISTING TREES TO BE MAINTAINED	10Y	10Y
ALL EXISTING TREES TO BE MAINTAINED	10Z	10Z

LANDSCAPE NOTES

1. ALL TREES TO BE MAINTAINED SHALL BE MAINTAINED AS SHOWN ON THIS PLAN.
2. ALL TREES TO BE REMOVED SHALL BE REMOVED AS SHOWN ON THIS PLAN.
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PLANT LIST

NO.	PLANT NAME	QUANTITY	REMARKS
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THE ARC GROUP, INC.
 10000 W. CENTRAL EXP. #1000
 SUITE 1000
 DALLAS, TEXAS 75243
 214-343-1234

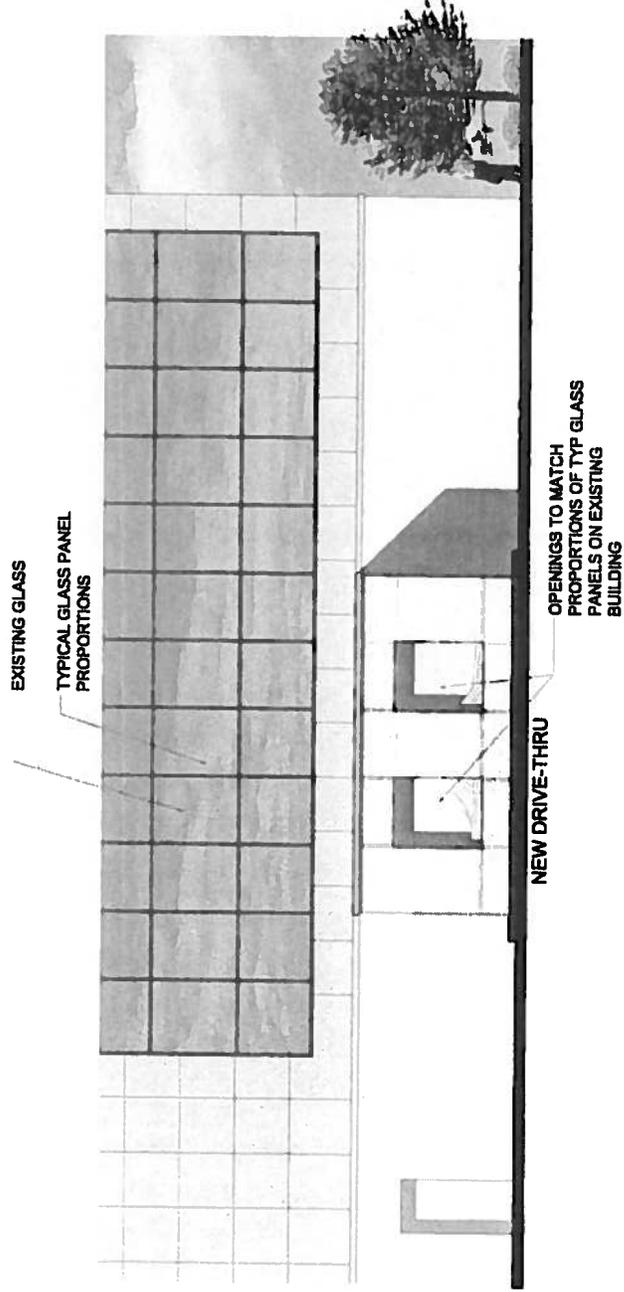
George F. Young, Inc.
 10000 W. CENTRAL EXP. #1000
 SUITE 1000
 DALLAS, TEXAS 75243
 214-343-1234

700 CENTRAL RETAIL
 LANDSCAPE PLAN

EXHIBIT 13, TOWNSHIP 23S, RANGE 17E

DATE: 10/15/10
 DRAWN BY: J. SMITH
 CHECKED BY: J. SMITH
 APPROVED BY: J. SMITH

3



Drive-Thru (9/14/2015)

700 CENTRAL AVE., ST. PETERSBURG, FLORIDA



**CITY OF ST. PETERSBURG
MEMORANDUM
ENGINEERING DEPARTMENT**

TO: Pamela Crook, Development Services Department
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: October 8, 2015
SUBJECT: Special Exception
FILE: 15-32000009

LOCATION: 700 Central Avenue
PIN: 19/31/17/94833/001/0010
ATLAS: F-2
PROJECT: Special Exception

REQUEST: Approval of a special exception and related site plan to construct a bank drive-thru.

The Engineering Department has no objection to the proposed special exception and site plan provided that the following special conditions and standard comments are added as conditions of approval.

SPECIAL CONDITIONS:

1. Development or redevelopment 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.
2. The drive thru is located within the area of the proposed Publix truck well. The applicant shall be responsible privately coordinate between occupants to assure that the bank drive thru does not conflict with delivery truck ingress and egress patterns or schedules.

STANDARD COMMENTS: Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant 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.

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.

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 and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City's Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering's "Maintenance of Traffic Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

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.

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.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

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.

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. 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.

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

NED/MJR/jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File: WARD 7 BLUM FLORIDA NATIONAL BANK REPLAT



**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION
DEVELOPMENT REVIEW COMMISSION**

**ACTION TAKEN AGENDA/MINUTES
EXCERPTS – Case No. 15-32000009**

**Council Chambers, City Hall
175 – 5th Street North
St. Petersburg, Florida 33701**

**November 4, 2015
Wednesday
2:00 P.M.**

Commission Members:

Chuck Flynt, Chair – P
Chris Scherer, Vice Chair - P
Richard Doyle - A
Ben Fisher - P
Joseph Griner, III - P
Bob Schumaker - P
Darren Stowe - P

Alternates:

1. Patricia Castellano – P
2. Melissa Rutland - P
3. Calvin Samuel – P

**A – Absent
P = Present**

City Staff Present:

Elizabeth Abernethy, Zoning Official
Kathryn Younkin, Deputy Zoning Official
Gary Crosby, Planner II
Alexandria Hancock, Planner I
Tom Whalen, Transportation
Michael Dema, Assistant City Attorney
Pamela Jones, Administrative Clerk

AGENDA ITEM E-3	CASE NO. 15-32000009	F-2
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CASE NO.:	15-32000009	PLAT SHEET:	F-2
REQUEST:	Approval of a special exception and related site plan to construct a bank drive-thru.		
OWNER:	ARC Group, Inc. 700 Central Avenue, #104 Saint Petersburg, Florida 33701-3600		
AGENT:	Jonathan J. Gotwald George F. Young, Inc. 299 Dr. Martin Luther King, Jr. Street North Saint Petersburg, Florida 33701		
ADDRESS:	700 Central Avenue		
PARCEL ID NO.:	19-31-17-94833-001-0010		
LEGAL DESCRIPTION:	On File		

Development Review Commission Action Taken/Minutes EXCERPT November 4, 2015

- ZONING:** Downtown Center-1 (DC-1)
- PRESENTATIONS:** Elizabeth Abernethy made a presentation based on the Staff Report.
Jon Gotwald, Agent, made a presentation for the Applicant
- PUBLIC HEARING:** Anthony Leo, CEO 1st Home Bank
George Appalstano, Owner of Publix
Bill Richmond, Landscape Architect
Timothy Baker, Downtown Neighborhood Association
- MOTION #1:** Remove condition #B1 in the Staff Report and replace it with: “a three foot high wall or architectural feature that is designed to match the office building or equivalent landscaped screening designed in accordance with CPTED principles to be reviewed and approved by Staff at time of permitting..
- VOTE:** Yes – Fisher, Griner, Schumaker, Stowe, Scherer, Flynt.
No – Castellano.
- MOTION #2:** Approval of a special exception and related site plan to construct a bank drive-thru, subject to the amended conditions in the Staff Report.
- VOTE:** Yes – Fisher, Schumaker.
No – Griner, Stowe, Castellano, Scherer, Flynt.
- ACTION TAKEN ON 15-32000009:** Approval of a special exception and related site plan to construct a bank drive-thru, subject to the conditions in the Staff Report;
DENIED 5-2.

MINUTES

Chair Flynt: We do have one Commissioner, Mr. Samuel, who does have a conflict, so he won't be taking part in this case.

The next item here is Case No. 15-32000009. The request is an approval of a special exception and related site plan to construct a bank drive-thru. The owner is ARC Group, Inc. The agent is Jonathan J. Gotwald. The address is 700 Central Avenue.

And Staff Report please.

Elizabeth Abernethy: Good afternoon. Elizabeth Abernethy, Development Review Services. The subject property is located downtown on the block surrounded by Central Avenue on the north, 7th Street on the east, 1st Avenue South on the south, and 8th Street on the west.

The property currently is developed with a 6-story office building – 92,000 square feet, and construction is currently underway on the west half of the block and I will show you a site plan in a minute or two to give you a little more information about that upcoming project under construction.

I have some photographs of our existing conditions.

This is the north, excuse me, the west elevation of that existing office building, and this is a view of the south elevation and the proposed drive-thru is going to be located in this section of the building. This is a view of the building looking northwest from 1st Avenue and 7th Street South. An image shows the existing loading and service area. Again, the proposed one lane drive-thru will be located in this area.

This is the site plan of the whole block that is currently under redevelopment. There is a proposed grocery store located in the southwest corner, and retail area. This was recently announced that this will house the new Chihuly Museum along Central Avenue. And, the proposed drive-thru will be located on the south side of that existing office building. Between the buildings will be a plaza area. The loading for the Publix in the back of the house is all happening in the same area on the southeast corner adjacent to the proposed drive-thru.

Ingress to the loading area is from 1st Avenue South, and you can kind of see the trucks in this area, and they will exit onto 7th Street South.

The drive-thru has been designed to minimize impact to pedestrians. It is a one-lane drive-thru. The proposed drive-thru will serve as a corporate headquarters for a bank that is not currently located in St. Petersburg. They will be taking up the majority of the first floor of that office building.

This is an elevation that shows screening of that drive-thru. This will be the structure that will be erected to screen the cars from view. The design will match that existing building. Again, this is a proposed drive-thru for a bank which is a special exception use in the DC-1 zoning district requiring your review and approval.

The City's transportation planner reviewed the proposal and determined that the design of the drive-thru is adequate and recommends approval. The applicant will design the drive-thru lane and modify the existing curb cut along 7th Street South to minimize any potential impact with pedestrians walking along the public sidewalk in the 7th Street South right-of-way. The location of the drive-thru is already devoted to auto or other uses and lastly the proposed design will minimize the visual impacts of the automobile from the street since the drive-thru will be located within the building.

As a condition of approval, Staff is requiring that a three (3) foot high wall be constructed in the green yard along 1st Avenue South to minimize the visual impact of the drive-thru from the abutting right-of-way.

This is a view of a current screen wall that is screening the dumpster location. Again, this is another view of where the proposed drive-thru will be located. And the screen wall that Staff is requesting would run just behind this landscaping as a three-foot high wall just to kind of, again, mitigate the visual impact of that loading area and the drive-thru.

Another view of that dumpster area and we will also be requesting that some type of a solid gate be provided across that dumpster enclosure to screen that from view.

Staff did receive a letter from the Downtown Neighborhood Association expressing an objection to the special exception. That is provided in the Staff Report. The concerns they expressed were generally that drive-thru uses are not compatible in our downtown, and that downtown should be focused on being walkable and pedestrian friendly.

Again, Staff is recommending approval with the special conditions. We do feel that they have minimized the impact to the pedestrian by limiting this to a one-lane drive-thru, and the design will mitigate any potential impacts to the pedestrian traffic. So, we are recommending approval subject to the special conditions, and that concludes my presentation. Thank you.

Flynt: Thank you. Do we have any questions of Staff?

Vice-Chair Scherer: Yes. Elizabeth, Tom Whalen, the planning director in charge of planning on the transportation, says he couldn't read the plan. I had a lot of difficulty looking at this area on those plans. Was he ever satisfied with what he saw?

Abernethy: Yes. We provided him with a 24" x 36" sheet, and I believe there is a follow-up email that said that he reviewed the full-sized sheet and supported the application. I believe that is in the packet, and if it isn't, I will find it.

Scherer: I couldn't figure out what was going on in that area either because I couldn't see it.

Abernethy: In his email which is in the packet just after the engineering comments, at the top of his email it says, "We have reviewed the large-scale plans, and the design of the proposed drive-thru facility is acceptable to us."

Scherer: Ok. It didn't show up on my...

Abernethy: The font was a little lighter for some reason, and I apologize for that.

Scherer: I couldn't read it. Thank you.

Flynt: I do have a question on here. Right now, in the photo of that white van, that's the loading area for the existing building? I believe you said that is there loading area?

Abernethy: That is parking right now for the office. So, that parking lane will be converted to the drive-thru lane. Parking will be provided in a parking garage for all of the users on site, so any surface parking will be eliminated and all parking will be within the structured parking garage. So what is happening here is the loading for the Publix. You can see the semi-tractor trailers. They will come in and back in. The drive-thru is located immediately abutting the building so someone wanting to utilize the drive-thru would drive in here and there is the spot where they would stop and they will come back out here. So, the loading for the Publix is happening here and the drive-thru lane is abutting the building.

Flynt: Is there a requirement for a loading area for the existing building because let's say they get a semi-tractor delivery for that building, how would they do it now that they don't have the on-site. It is now a drive-thru. Do they have to have a designated loading area on site?

Abernethy: No. As an office building, they don't; and presumably they will have delivery of office supplies occasionally. That is typically a box truck or a van that could either utilize the garage or there is on-street parking and loading that they could stop. The front of that building is here, so they may prefer to park on the street where they are closer to the door for minor deliveries. At the time a tenant moves in that you might have a semi-tractor trailer, again, this is all under common ownership so I am sure that they could work out a schedule to be able to make sure that the loading on-site in this area could be used and not block the semi-tractor trailer loading for Publix.

Flynt: So if that existing building was a retail or restaurant use, it would be required to have its own?

Abernethy: Yeah. I need to double check our parking section of the code to see what the loading requirements are. I could do that if you would like. I don't have that memorized.

Flynt: An office use probably doesn't get nearly the semi-tractor trailer delivery.

Abernethy: No. The practicality of it is again that unless you have a tenant change-out, you are not going to see semi-tractor trailers for an office tenant.

Flynt: What if they ended up trying to put in a restaurant? Restaurants are very popular in the area. What if somebody wanted to go in and do a restaurant? Now they are probably getting deliveries, box truck deliveries more than likely, but deliveries every day.

Abernethy: And there is plenty of area in this back that they could park a truck for loading quickly or they are going to do it in the street like most of the restaurants in downtown do.

Scherer: Maybe this is something for executive committee, but since we are... When the tractor trailers pull in they are going to back into their spot.

Abernethy: Right.

Scherer: Are we going to restrict the hours of delivery there; because I just see people coming in trying to go to the drive-thru and then all of a sudden there is a truck trying to back down in on top of them. It makes me a little...

Abernethy: Well, if I may, I think that maybe if we hear from the applicant, they might be able to answer some of these questions better because I am sure that they have thought out how all that is going to work a little bit more thoroughly. And can answer those questions more thoroughly in more detail than I can.

Flynt: Any further questions of Staff? OK. Thank you. We will move onto the applicant. If we can have the applicant today. We do have one card during the public comment – Mr. Timothy Baker. I will call on you in a moment.

Jonathan Gotwald: Good afternoon. I am Jon Gotwald, of George F. Young Engineering. I represent the applicant, ARC Group. I have been sworn in. We are representing the ownership here and if there are any questions, we have representation from the ownership here, if you have any questions, specific to those kind of items we can address it with them directly.

One of the things that I want to make note is that this ownership is the same group that has brought the grocery chain Publix and the Chihuly to this location as well as the Hermitage on the south block just adjacent to this site. They are the same ownership of the existing building. We have reviewed all of the staff comments and agree with all of the comments with the one exception of the buffer wall. We feel that the buffer wall becomes a little bit of a difficulty to construct considering the things that are already in the way. There are some existing utilities. A Verizon utility underground in that same vicinity with an easement over it. We have got the dumpster with the surround around it and we agree to do the modifications to the dumpster. There is a Duke Energy transformer and water gate valves in that same vicinity, so creating and putting a wall in front of the hedge or behind the hedge becomes somewhat of a difficulty to try and make it work and make it fit in the same area. What we are proposing in lieu of the wall is to provide additional landscaping over and above the standard criteria – landscape code criteria

– to make sure that that is a solid hedge and with the addition of some landscape trees to compensate for the visibility barrier which is what the wall is intended to be.

We feel that providing the landscaping in that area would be more consistent with the aesthetic nature of the area with some of the other development going in including the Hermitage on the south and the landscape and the courtyard area that is going to be a part of the Chihuly. So having a landscape area in lieu of a hardened wall is something that we would recommend. The enclosure of the drive-thru also consider that there is a hardened structure wall there that provides that same buffer, visual buffer, of the vehicles that might be parked there while they are going through the drive-thru operation. So, in lieu of having that wall at the street side, the wall is adjacent to the vehicle so therefore the visibility barrier is there together with the additional landscape that is going to be along the south side of the property.

Before I take any questions I would also like to note that the CEO of the bank, First Home Bank, Anthony Leo, is here representing that bank and he would like to make a few comments with regard to his need and use for this facility.

Anthony Leo: Thank you. My name is Anthony Leo. I am Chief Executive Office of First Home Bank. I have been sworn in. First Home Bank is a community bank based here in Pinellas County. Our main office is in Seminole. We are excited about the opportunity to have a location in downtown St. Petersburg which would include both a retail banking office as well as our corporate offices. As part of the banking office, it is integral to our operation to have drive-up capability, drive-up banking capability. So we consider the drive-up a vital portion of the banking office. We will be bringing approximately five full and part-time jobs, newly created jobs, as well as 10 to 12 relocations to the location. If there is anything else I can answer for you, I am happy to do so.

Scherer: What will the hours of operation be on the drive-thru?

Leo: The hours of operation of the drive-thru? Typically speaking, and they have not been set. They have not been set definitively. But typically speaking, they would be 8:00 to 6:00.

Scherer: Will you have an ATM there too, I would imagine?

Leo: The ATM will not be at the drive-up. It will be an ATM either in the lobby or through the wall. It would be a walk-up ATM. It will not be a drive-up.

Scherer: Thank you.

Flynt: Are there any further questions of the applicant?

Commissioner Castellano: Do you see no issue with stacking requirements as well as with Publix trucks there?

Gotwald: As far as the stacking goes, based upon the projected amount of vehicle traffic, I would say no. With regard to the Publix, I think that would be best answered by the owner/applicant.

George Apoltolou: Hi. I am George Apostolou. I'm part of the ownership group for that city block. Our conversation with the Publix....

Flynt: Your address and have you been sworn, sir?

Apostolou: What is it?

Flynt: Your address and have you been sworn?

Apostolou: 275 1st Street West, Terre Verde, Florida. My personal address. I did swear in.

Flynt: You are good. Thank you.

Apostolou: Yah. Our agreement with Publix is that they will do their deliveries during the night so it is not going to be any conflict for the traffic on the area.

Flynt: Any additional questions for the applicant? OK. I see no additional questions. Any further comment from the applicant?

Gotwald: I also have our landscape architect available if there is any questions related to the landscape concerns.

Scherer: In that the one that we have here which would be "B-1" on the report?

Gotwald: Yes. Special Condition No. 1, which is the three foot.

Vice-Chair Scherer: Special Condition No. 1 under "B," OK, got it.

Darren Stowe: Perhaps while your landscape architect is sitting there they could draft some language in lieu of.

Gotwald: What was that again, I'm sorry.

Stowe: While your landscape architect is sitting there, they could draft some language in lieu of. In other words, if we agree to that, we are going to have to come up with some language. It would probably be easier for you to draft than it would be for us to draft that.

Gotwald: Yes. We could include a landscape pallet that would satisfy the City Staff.

Stowe: We are going need to put that here.

Gotwald: Bill Richmond is our landscape architect. He can suggest the landscape plant materials.

Flynt: For any motion that we would make, we would want maybe some input on that in just a few minutes.

Gotwald: OK.

Stowe: I am asking him to draft the language.

Gotwald: You want us to draft it while you are continuing?

Stowe: Save some time.

Gotwald: OK.

Laughter.

Flynt: Any further questions of the applicant? OK. I see no further questions. Thank you applicant. We do have one blue card. It is Timothy Baker. If Mr. Baker could approach either podium.

Timothy Baker: Timothy Baker, 350 2nd Street North. I am appearing on behalf of the Downtown Neighborhood Association. As noted, you did receive a letter from the Association President. I just wanted to expand a little bit on that. Our opposition to the drive-thru is not really related specifically to this site plan. We are not saying this is a particularly bad example of that, but we just oppose drive-thrus in general in the downtown area. And, we have done so for quite some time. Five or six years ago when the City was doing its new land development regulations we tried to get a ban on drive-thrus in downtown. We didn't get that. We have a special exception thing instead. The reasons for opposing it are generally related to pedestrians and conflicts between cars and pedestrians. If you look at any commercial strip in St. Petersburg say 4th Street North. You will see lots and lots of drive-thrus. Banks, fast food restaurants, liquor stores, you name it. Probably in those areas it makes sense. Virtually all of their customers on those streets come in cars. Very, very few people are going to walk there. And it doesn't really make much difference if somebody parks in a parking lot and gets out of their car or goes through a drive-thru. It really doesn't matter. The other thing you don't see up there are many pedestrians. It is a very hostile environment for the most part, and it is also relatively unsafe. A very large percentage of fatalities of pedestrians of St. Petersburg have been on 4th Street North. Downtown is a completely different environment. For one thing there are lots of pedestrians. It's actually not even fair to talk about pedestrians, we should really talk about sidewalk traffic. I work on Beach Drive, and if you look out the door where I am working, it is a constant stream of pedestrians, parents and grandparents pushing strollers, kids on skateboards, bicycles, segways. It is actually amazing the number of things you see go by the door. And it is constant. The City has been very, very good the last ten years at improving downtown for pedestrians and reducing conflicts. They have made it aesthetically better for pedestrians and also safer, and what we hope is they continue to do that. We think that drive-thrus actually go in the opposite direction. We would rather be getting rid of the ones we have than putting more in. I know there are banks downtown that do have drive-thrus, and so, but there are quite a few that don't have them, and they seem to be able to compete. It doesn't seem necessary to add the drive-thru to me. One last thing that I would like to point out. The City decisions they make in policies do make a big difference. For example, on Beach Drive buildings are not allowed to have curb cuts. They have to be on the side. So, none of the new buildings have parking garage entrances or driveways of any sort, or drive-thrus. None of that. That is one of the things that makes St. Pete so good for pedestrians. That all of that stuff is kind of around the side. We would like to see Central Avenue like that and it is actually getting like that very quickly. This project will add to it. Thank you very much.

Flynt: Thank you very much. That was the only blue card that we had. Thank you, Sir. Would the Staff like to participate in cross-examination today?

Abernethy: Waive.

Flynt: Would the applicant like to participate in cross-examination?

Gotwald: Waive.

Flynt: Would you like to waive? Thank you. Staff, closing arguments?

Abernethy: Yes. Just wanted to weigh in on the special condition. I did want to note that staff would be amenable to some language that would allow in lieu of the wall an equivalent

landscape screening designed in accordance with CPTED principles to provide adequate screening to be reviewed and approved by staff at time of permitting so that we don't have to come up with the specifics today. I am a little concerned about too dense of a landscape screening that would provide a place for people to hide especially when we have a drive-thru and a bank there. One of the reasons for a low wall is that people can't hide behind it so we want to make sure that we provide a visual buffer but not a place that people can hide and cause a safety issue for the customers of the bank or the people walking along the street. So, I can propose some amended language or if you prefer to hear from the applicant, whatever is your preference.

Flynt: Would the City be amenable to a three foot tall fence? I understand the masonry wall with footers you still have posts for fence but if it was 3 foot height?

Abernethy: We could say a wall or fence or an architectural feature which would provide visual screening. So instead of a wall we could say a three foot high architectural feature or an equivalent landscape screening that would provide some visual screening of the loading and vehicular use area designed in accordance with CPTED principles to be reviewed and approved at time of permitting by Staff.

Castellano: One option they may consider is green screen which acts like a wall but it is actually a living wall which would be more aesthetically pleasing, because I do have concerns as well in such a small area with utilities of putting in a bunch of trees because that is really not going to get us anywhere but trouble down the line. So, maybe that is an option that might be a more viable option.

Abernethy: That would be great with Staff. Whatever your recommendations are. We did want to have this discussion so we could get your thoughts on what might be appropriate. But, yes, there is a concern about how much space is there and providing something that does provide some visual screening to mitigate the impact of the drive-thru lane. Thank you.

Flynt: Thank you. Would the applicant like to participate in rebuttal/closing statement?

Gotwald: We are open to making that negotiation with regards to the particular buffer. Currently we have a vibertum hedge that pretty much meets that criteria. What we are proposing is to make sure that we meet the intent of that three foot high buffer wall is intended to be and understand the security nature of it as well. But we would be amenable to providing a substantial evergreen hedge which becomes a very thick green wall. That is with staggered heights depending on high we want to deal with from the City's perspective. We would coordinate that directly with Staff. If you can make that as a condition that we would work with the Staff to meet the needs, we can keep that variable and open if you like, rather than dictating the type of material and spacing and that sort of thing at this stage.

Flynt: Thank you.

Joe Griner: Jon, is that in addition because you have landscaping as part of the special conditions, landscaping in the right-of-way and then landscaping in the green yard. Would you have two that are parallel or just one?

Gotwald: The landscaping in the right-of-way and the green spaces is the code requirements that we would be responsible to maintain. Considering the safety considerations, that is where we would work with staff to create the necessary visual barrier without creating a nuisance or a safety concern. So, again, the three foot high is nominal height for a solid hedge that could be

done with an evergreen hedge. If trees were needed to be put into that, we would be amenable to doing that as well, but again we will work directly with the staff to work out the details.

Scherer: As long as we are talking about what you or the owner would be willing to accept in this area, would you be amenable to accepting an hours of operation for semi-truck operation in that area? Semi-trucks are important to Publix.

Gotwald: Yes. The difficulty of the semi-trucks – Publix has already approved the cross-use of this area for the bank drive-thru. There is agreements between Publix and the owner of what those delivery times and so forth are, but to put that as a condition would be a hardship because there may be, even though that they do most of the deliveries in the evening and the early mornings before rush, there is periodically that need to have a mid-day drop off.

Scherer: It is not a guaranteed that it won't be used, just at night time. So, OK. It is important for me. It is an important...

Flynt: I have a question for the applicant. Just to verify, all vehicular traffic to this site other than for the drive-thru and the Publix loading dock, that all will be through the west side of the property leading into the garage it appears?

Gotwald: Yes. Currently, there is two driveways off of Central Avenue that will be closed. There are no driveways on 8th which will have the single drive to the parking garage. That will have the ingress and egress to the parking garage, and on the south of 1st Avenue will be the ingress only (it will be a one-way ingress), and egress from the service area will be 7th Street.

Flynt: Thank you.

Stowe: That egress on 7th Street, right now that is being used as people who park behind the building?

Gotwald: Correct.

Stowe: There is already a curb cut?

Gotwald: Correct. There is already an existing curb cut, and the intention is to leave that in its existing configuration.

Flynt: Any further questions? OK. Thank you very much, Sir.

Gotwald: Thank you.

Abernethy: One other thing I should have mentioned during my presentation that in the past there had been a drive-thru on this side of the building. It hasn't been there in quite a while, but the site did at one time have a drive-thru associated with the bank that was formerly located there. Thank you.

Flynt: OK. We are going to go ahead and move into Executive Session at this point. Any comments? Questions? I do have a comment. I am real concerned, a couple of issues. Mr. Baker and the walkable district. We all are in the heart of the area with about an eight story apartment building immediately to the south going in so you are going to have I think more foot traffic coming across there, but my main concern right now is the truck activity there. That is a tight site for a drive-thru and Publix isn't open yet. I am really hesitate on this one because of the conflict with trucks and deliveries to that space. I could see one heck of a nightmare

scenario there with trucks are blocked in the street, they can't get in because cars are backed up and they can't get out because the drive-thru is backed up. I have some real concerns, extremely tight site, but throw in the Publix deliveries there, I am personally leaning against this approval in this case. I might be a little bit more open to it if there was some demonstrated activity there six months or a year down the road with seeing what the hours of operation of those trucks are, but I don't know if you would find a similar layout in the area with a loading dock and a bank drive-thru so close.

Castellano: And the dumpster.

Rutland: Yeah. I would agree with that.

Scherer: Yeah, I would agree with you Mr. Chairman. 1st Street South, first, it flows, and I can see there will be times when cars will be lined up for that drive-thru and semis will be sitting on 1st trying to get in. I can see times when there are semis backing in and cars will be sitting out there trying to get in. I just think there is too much going on in that one little spot on a road that flows now.

Stowe: On the other hand, if you are the truck driver and your only way out is 7th.

Abernethy: Right, so they are going to go straight out from the come in and back into their loading docks and then go straight out.

Stowe: They are not going to want to do that at 8:00 in the morning. They are going to do that at 4:00 in the afternoon. They are going to want to be there when the traffic isn't in downtown. I definitely hear what you are saying. It does seem like a very cramped area, but I think that there are two things that is going on. One, I think that I do believe that the truck drivers are going to want to avoid the peak times, and really day times, and number two, I don't believe that that drive-thru is going to be used that much, which helps your argument in that they really could do without it. So, I am kind of on the fence, because I don't perceive that it is going to have that great a use, and if that is the case, then... I wish it was one of those things where you could blow it up and then six months, like it was inflatable, that in six months realize that there were only three cars, then deflate it and you could take it away.

Flynt: Any additional comments?

Bob Schumaker: I do have a question. With listening to everybody and I don't know how this vote will turn out, but since we are really voting on the drive-thru lane and the issues that we are raising relate to the Publix and the trucks and they are not here today, I just wonder if it makes sense and I don't want to do this unless the applicant agrees to it, but postpone until we have more information from Publix to determine what their schedules are and whether they would agree as you requested Mr. Chairman to restrict traffic in there because they are not here and I think their applicant representative, I agree with him, that he cannot agree to that kind of restriction because he is not agreeing for himself. But, if that is a concern that this application and this approval or disapproval will rest on, I think we probably should have that information. But again, if they want to go forward, we will go forward.

Scherer: At the same time we could have to agree to the condition for hours of operation. We could just place it on there and if they can't get Publix to approve that, then, you know, then we don't have to worry about it, because we have already placed that condition on the site.

Flynt: Hours of operation for the bank drive-thru or hours of operation for Publix deliveries?

Scherer: Publix deliveries would be my worry. If they come in at 11:30 or 12:00 in the afternoon, and people are trying to get into that drive-thru.

Rutland: It could create a problem.

Scherer: We do it all the time for special exceptions. We place hours of operation on parking areas and office buildings and residential subdivisions. We do it a lot. Right?

Flynt: We could always make a motion to that effect and see. We don't necessarily need to make an overall motion but make a special condition of approval.

Dema: Would the language of that motion, what the conditions state.

Scherer: I'll just try and do it, how about that. I'd like to make a motion that the semi-truck loading and unloading use in this specific area would be limited to evening hours of operation from 7:00 p.m. till 5:00 a.m..

Dema: Use? I don't think we can prescribe hours of operation on their use.

Scherer: Semi-truck use period.

Dema: Without them here.

Scherer: I know. The condition will be there and then they can decide if they can agree to it or not. That will be between the property owner and the Publix.

Abernethy: Could we say...

Dema: We could do it the maybe the other way around and have....

Abernethy: Just not during bank hours.

Dema: From the applicant's use conditioned on the semi-trucks accessing Publix. So, in the absence of Publix, I think we would have to make any restrictions on the applicant here.

Scherer: Oh, okay.

Dema: Does that make sense, from a hearing kind of process.

Abernethy: Hours of operation for the drive-thru are limited to when there are is not loading activity at the adjacent...

Dema: I would say that would be the controlling factor versus the other way around.

Abernethy: It could work.

Scherer: That sounds pretty complicated. Why don't we just go with the continuance idea then.

Laughter.

Scherer: Could we say, how about this.

Dema: It's important to hear what the applicant has to say.

Schumaker: Let me make a suggestion, that if we approve the drive-thru, we approve it with a new special condition that the applicant obtain an agreement binding and approved by the City Attorney as to the hours of operation by Publix of their loading. That doesn't require Publix to do anything but it requires the applicant to go out and get something from Publix in order to make our approval valid. Can we do that?

Dema: So, the applicant would have to obtain a statement from Publix as to the hours of operation for the semi area and then incorporate that as a restriction on the use of the drive-thru.

Schumaker: Yes. If they don't get that from Publix then their approval fails.

Flynt: I am just going to make a comment here.

Dema: I'm thinking here that if you guys keep talking...

Flynt: It just seems that if we are having to come up with language like that to get this approved, we are trying to stuff too much into the bag here. I just think the site is too tight. Even if you propose these limited hours, because what I hate to do is you have a successful Publix location, and they are out of product and a truck can't show up during those hours to do a delivery. It is very important that you have a well run grocery store that's good for the neighborhood and if we are eliminating when they can deliver, I think that is not a good setup for a grocery store to do well and provide to the neighborhood. I may be open up to this if it was deferred until after Publix is open and we see what kind of activities go on there. But, the language is not, I think, good for a grocery store to limit those kind of hours.

Dema: I tend to agree. I feel that would be a rather dramatic condition to try to achieve here. I think that it might be important to ask the applicant what they would be willing to do in terms of their own restrictions on hours as well as a deferral here.

Schumaker: It would give them time to develop the architectural feature that we discussed. Also we could see it and the Staff It could see it so it would give them more time to regroup.

Flynt: I think an important question here would to get an idea as to when Publix has a projected opening date. Will that be a factor in anybody's decision as to what truck activity takes place. Or if that is not important, schedule it defer for 30 days or 60 days.

Schumaker: I think it is important to know all the dates. It would be a good idea to know that because if Publix is not going to open until the first of the year, then we are putting off a decision that should be dealt with probably before then, but if they are going to open up in 30 days, I know that's not going to happen, then we could defer it. So, maybe the applicant can give us some information on that.

Gotwald: I don't know if I needed to ask if I was to come back after you go into executive session. During the process of developing the site plan for the Publix as well as the bank drive-thru, we went through an exhaustive procedure of doing an auto turning analysis and so forth to make sure that the physical constraints of the trucks coming in and out was not going to impede the use of the bank drive-thru. The thing, I believe, was more in question is during that period of time when a truck is coming in and backing up is would you expect to have somebody

coming into the bank drive-thru and would there be a traffic conflict. The Publix has reviewed everything that we have done. The Publix has reviewed the bank drive-thru and they have agreed to have the bank drive-thru as well as their facility for the truck docks. The lease is in place with Publix and that is covered. Now the only thing that I don't have at my hands is what their delivery schedule is. We know that their standard schedule is in the nighttime hours where you are not having those kinds of traffic conflicts during the day. I am not sure how much more I can elaborate on that, but just know that Publix has vetted the process and the project completely and they have a very strict and stringent process to approve their development in a situation like this.

Flynt: Okay. Thank you. Anybody willing to make a motion at this point, or further discussion? Anybody have any thoughts about the pedestrian flow of the area? Any concerns with the fact that it's a special exception for even having the drive-thru?

Scherer: I could see cars sitting on the sidewalk. I'm sitting here and seeing cars waiting to get in line.

Rutland: I went to the site and sat for a few minutes for about 15 minutes and just kind of watched. There is a lot of activity happening over there with people walking by and coming from the Central Avenue area and there is a gym right across the way that is right off of 7th Street, so there is a whole lot going on over there.

Flynt: That is prior to the apartment complex across the street on 1st Ave South opening, so you are going to have I imagine more pedestrian activity there.

Scherer: Is it an up or down?

Flynt: Well first...

Scherer: Well, I think the first thing we should do is to remove #1 from the special conditions.

Dema: You are going to amend it. Well, remove and replace?

Scherer: Remove and replace and vote it up or down since I haven't heard the applicant say it would like a continuance. So, I would like to make a motion that we remove condition number 1 and replace it with what Elizabeth said.

Fisher: A three foot high feature.

Abernethy: Do you want me to read what I have?

Scherer: Yes. To remove and replace, the motion is to remove and replace number 1 with what Elizabeth is about to say.

Abernethy: OK. Let's see if I can say it right. A three foot high wall or architectural feature that is designed to match the existing office building or equivalent landscape screening designed in accordance with septe principles to be reviewed and approved by staff at time of permitting.

Scherer: OK. So that's the motion.

Fisher: Second.

Flynt: And, roll call please.

Jones: Fisher? Yes. Griner? Yes. Schumaker? Yes. Stowe? Yes. Castellano? No. Scherer? Yes. Flynt? Yes.

Flynt: OK. We have amended item number one. Anybody ready to make an overall?

Scherer: I will make a recommendation, a motion, for the approval of the special exception and related site plan to construct a bank drive-thru subject to staff's conditions of approval as amended.

Stowe: Second.

Flynt: And, roll call please.

Jones: Doyle? I'm sorry. Fisher? Yes. Griner? No. Schumaker? Yes. Stowe? No. Castellano? No. Scherer? No. Flynt? No.

Flynt: OK. The matter is not approved today. OK. Again, they do have the opportunity in six months because after six months they can reapply. Is that correct?

Dema: It's 18 months.

Flynt: 18 months; unless it is a significant change then it can be sooner than that, but I can't see really a significant change in a situation like this layout. OK. Thank you very much, Sir.

Development Review Commission (DRC)
 Hearing Date **NOVEMBER 4, 2015**
CASE No.: 15-3200009

MOTION TO APPROVE:		2# Special Exception and related site plan to construct a bank drive-thru, subject to the revised conditions in the Staff Report.	3#			
AMENDMENTS:	1# Remove condition #B1 in the staff report and replace it with – a three foot high wall or architectural feature that is designed to match the office building or equivalent landscaped screening designed in accordance with CPTED principles to be reviewed and approved by staff at time of permitting.					
MOVED BY:	Scherer	Scherer				
SECOND BY:	Fisher	Stowe				
NAMES	YES	NO	YES	NO	YES	NO
DOYLE	--	--	--	--		
FISHER	X		X			
GRINER	X			X		
SCHUMAKER	X		X			
STOWE	X			X		
CASTELLANO *1		X		X		
RUTLAND *2	--	--	--	--		
SAMUEL *3	RECUSE	RECUSE	RECUSE	RECUSE		
SCHERER Vice Chair	X			X		
FLYNT Chair	X			X		

Attendance

A	Doyle
P	Fisher
P	Griner
P	Schumaker
P	Stowe
P	Scherer, Vice Chair
P	Flynt, Chair
P	Castellano *1
P	Rutland *2
P	Samuel *3

Presentations

X	Elizabeth Abernethy made a presentation based on the Staff Report
X	Jon Gotwald, Agent, for the applicant

Denied by a vote of 5-2.

Via Hand Delivery

November 16, 2015

City Clerk
City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL

NOTICE OF APPEAL

**Appeal of Development Review Commission Denial
Of a Special Exception on November 4, 2015
Case No.: 15-32000009**

Appellant: ARC Group, Inc.

**Address of Appellant: 700 Central Avenue, #104
St. Petersburg, Florida 33701-3600**

**Attorney for Appellant: R. Donald Mastry
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701**



Decision Sought To Be Reviewed:

The denial of a special exception and related site plan to construct a bank drive-through at 700 Central Avenue.

Summary of the Basis For The Appeal:

The Development Review Commission denied the Special Exception to permit the adding of a single-lane drive-through for a bank on the existing six-story office building, east of the new Publix grocery store which is under construction in spite of the City's Planning Staff and Transportation Planner determining the design of the drive-through is adequate and recommended approval of the request. A copy of the Staff Report for Case No. 15-3200009 is attached hereto.

Thank you for your consideration.

ARC GROUP, Inc.

By: G Apolito CEO.
President

Enclosures



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**CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**SPECIAL EXCEPTION
PUBLIC HEARING**

According to Planning & Economic Development Department records, Commissioner Calvin Samuel resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on November 4, 2015, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 15-32000009 **PLAT SHEET:** F-2

REQUEST: Approval of a special exception and related site plan to construct a bank drive-thru.

OWNER: ARC Group, Inc.
700 Central Avenue, #104
Saint Petersburg, Florida 33701-3600

AGENT: Jonathan J. Gotwald
George F. Young, Inc.
299 Dr. Martin Luther King, Jr. Street North
Saint Petersburg, Florida 33701

ADDRESS: 700 Central Avenue

PARCEL ID NO.: 19-31-17-94833-001-0010

LEGAL DESCRIPTION: On File

ZONING: Downtown Center-1 (DC-1)

SITE AREA TOTAL: 96,322 square feet or 2.21 acres

GROSS FLOOR AREA:

Existing:	140,911 square feet	1.46 F.A.R.
Proposed:	140,911 square feet	1.46 F.A.R.

Permitted: 288,966 square feet 3.0 F.A.R.

BUILDING COVERAGE:

Existing: 71,635 square feet 74.4% of Site MOL
Proposed: 71,635 square feet 74.4% of Site MOL
Permitted: 91,536 square feet 95% of Site MOL

IMPERVIOUS SURFACE:

Existing: 92,667 square feet 96.2% of Site MOL
Proposed: 92,667 square feet 96.2% of Site MOL
Permitted: N/A

OPEN GREEN SPACE:

Existing: 3,655 square feet 3.8% of Site MOL
Proposed: 3,655 square feet 3.8% of Site MOL

PAVING COVERAGE:

Existing: 21,032 square feet 21.8% of Site MOL
Proposed: 21,032 square feet 21.8% of Site MOL

PARKING:

Existing: 458; including 12 handicapped spaces
Proposed: 458; including 12 handicapped spaces
Required: 282; including 7 handicapped spaces

BUILDING HEIGHT:

Existing: 72 feet
Proposed: 72 feet
Permitted: 300 feet

APPLICATION REVIEW:

I. **PROCEDURAL REQUIREMENTS:** The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a bank drive-thru which is a Special Exception use within the Downtown Center-1 (DC-1) Zoning District.

II. **DISCUSSION AND RECOMMENDATIONS:**

The Request:

The applicant seeks approval of a Special Exception and related site plan to add a single-lane drive thru for a bank. The subject property is located in the block surrounded by Central Avenue, 7th Street South, 1st Avenue South and 8th Street South. The applicant is requesting no variances.

Current Proposal:

The property is currently developed with a 6-story, 92,000 square foot office building. Construction is currently underway on a 32,000 square foot grocery store, an 18,000 square foot retail space with a three-story parking garage.

As illustrated by the site plan, the office building is located on the east side of the subject property. The grocery and retail building is located on the west side of the property. An at grade plaza is located in-between the office building and grocery and retail building. Located above the grocery and retail space will be three (3) levels of structured parking. Access to the parking garage is from 8th Street North. The area located south of the existing office building and east of the grocery store is a loading and service area for the grocery and office building. Ingress to the loading and service area is from 1st Avenue South and egress to the loading and service area is from 7th Street South.

The applicant is seeking to add a single-lane drive thru for a bank on the south side of the existing six-story office building, east of the grocery store. Ingress to the drive-thru will be from the existing curb-cut along 1st Avenue North and egress will be to 7th Street South. The drive-thru lane and curb-cut along 7th Street South have been designed to minimize any potential impacts with pedestrians.

The bank-drive-thru has been enclosed within a building to minimize the appearance of the drive-thru from the abutting streets. The design of the proposed building will match the style of the existing office building.

Special Exception:

The proposed drive thru for a bank is a Special Exception use in the DC-1 zoning district, requiring the DRC's review and approval. Approval is subject to the applicable criteria, which focuses on the potential for adverse impacts such as noise, light, traffic circulation, traffic congestion and compatibility. The City's Transportation Planner has reviewed the proposal and determined that the design of the drive-thru is adequate and has recommended approval. The applicant will design the drive-thru lane and modify the existing curb-cut along 7th Street South to minimize any potential impacts with pedestrians walking along the public sidewalk in the 7th Street South right-of-way. The location of the drive-thru is already devoted to an auto oriented uses. Lastly, the proposed design will minimize the visual impacts of the automobile from the street since the drive-thru will be located within a building. As a condition of approval, staff is requiring that a three-foot high wall be constructed in the green yard along 1st Avenue South to minimize the visual impact of the drive-thru from the abutting right-of-way.

Public Comments:

Staff received a letter from the Downtown Neighborhood Association (DNA) expressing an objection to the Special Exception use and related site plan. The concerns expressed by the DNA is that the use is not compatible with the community focused on being walkable and pedestrian friendly and the use will contribute to significant increase in pollution. The letter from DNA is attached to the report.

III. RECOMMENDATION:

A. Staff recommends APPROVAL of the Special Exception and related site plan for a bank with drive-thru, subject to the conditions of approval:

B. SPECIAL CONDITIONS OF APPROVAL:

- 1. A three-foot high wall that is designed to match the existing office building shall be constructed in the green yard along 1st Avenue North. The location of the wall is also subject to requirements of Duke Energy.**

2. The applicant shall install landscaping and streetscape improvements in the 1st Avenue South right-of-way that is consistent with the landscaping and streetscape improvements that will be installed as part of the new grocery and retail store currently under construction.
3. The site plan for the drive-thru submitted for permitting shall be consistent the site plan attached to the staff report.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.

Building Code Requirements:

1. The applicant shall contact the City's Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.
2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:

1. The use/proposal shall be consistent with Concurrency Certificate No. 6414.
2. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.
3. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).
4. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.
5. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

Engineering Requirements:

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality

requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City's Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.

2. As per Engineering Department requirements and prior to their approval of any permits, the applicant shall submit a copy of a Southwest Florida Water Management District (or Pinellas County Ordinance 90-17) Management of Surface Water Permit or Letter of Exemption to the Engineering Department and a copy of all permits from other regulatory agencies including but not limited to FDOT and Pinellas County required for this project.
3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.
4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City's Engineering Department for review and approval prior to the approval of any permits.
5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.

Landscaping Requirements:

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled "Landscaping and Irrigation."
2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.
3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.
4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.
5. Concrete curbing, wheelstops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.
6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.
7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.150, Section 16.40.060.2.1.1 of City Code. Development Services Division Staff shall inspect and approve all tree protection barricades prior to the issuance of development permits.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

- A. The use is consistent with the Comprehensive Plan.
- B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;
- C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;
- D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;
- E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;
- F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;
- G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;
- H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
- I. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;
- J. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;
- K. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;
- L. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

- M. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;
- N. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;
- O. Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;
 - 1. The site is not within an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).
 - 2. The property is not within a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).
- P. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;
- Q. Meets adopted levels of service and the requirements for a Certificate of Concurrence by complying with the adopted levels of service for:
 - a. Water.
 - b. Sewer.
 - c. Sanitation.
 - d. Parks and recreation.
 - e. Drainage.
 - f. Mass transit.
 - g. Traffic.
 - h. School Concurrence.

The land use of the subject property is: **Office and retail**

The land uses of the surrounding properties are:

North:	Office and retail
South:	Office and retail
East	Office and retail
West:	Office and retail

THE ARC GROUP INC

700 CENTRAL AVE STE 104
ST. PETERSBURG, FL 33701

1117

63-989/631
10

DATE 11/13/15

CHECK ARC

PAY
TO THE
ORDER OF

City of St. Petersburg

\$ 300.00

Three hundred

00/100

DOLLARS



The Bank of Tampa

POST OFFICE BOX ONE
TAMPA, FLORIDA 33601-0001

FOR

15-32000009

4 P. Postoloff

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100002730⑈

Elizabeth Abernethy

From: Calvin Samuel <csamuel@csjmarshitects.com>
Sent: Friday, January 22, 2016 4:42 PM
To: Elizabeth Abernethy; 'R. Donald Mastry'
Cc: 'Calvin Samuel'
Subject: Publix Store Deliveries - 700 Central

(email 3 of 3)

Elizabeth, Don,

Please see email below from Anne Balderston which addresses items 2 and 3 in Don's list.

I will have the blow-up Site Plan showing the Drive-thru and Publix Delivery area for you on Monday, which will address item 4 on Don's list. Also, item 8 references the addition of mirror(s) and signage....we agree to do so.

Thank you !

CBSamuel

Calvin B. Samuel, AIA President
CSJM Architects, Inc.
700 Central Ave, Suite 200
St. Petersburg, FL 33701
727.224.2722 cell
727.823.0220 office

From: Anne Balderston [mailto:Anne.Balderston@publix.com]
Sent: Thursday, January 21, 2016 4:06 PM
To: Calvin Samuel (csamuel@csjmarshitects.com)
Cc: Doug Ray
Subject: Store Deliveries

Calvin,

A typical store will have 2 or 3 deliveries per day from the Publix warehouses. Produce, for instance will receive 4 or 5 deliveries a week in order to keep the produce fresh but it could only be 2 or 3 pallets being delivered at this location so the truck would only be there for a short period of time. Even a fully loaded grocery truck should not take more than 40 minutes to unload.

The time of day for the delivery time depend on logistics and the number of store orders on a single truck. Our dispatch group will consider the local traffic patterns, jurisdictional restrictions, etc. into the delivery order and times. Please let me know if you need additional information.

Anne Balderston

Civil Engineer, P.E.
Facilities Design
Publix Super Markets, Inc.

phone : (863) 688-7407 ext. 54266

Elizabeth Abernethy

From: Calvin Samuel <csamuel@csjmarchitects.com>
Sent: Friday, January 22, 2016 4:36 PM
To: Elizabeth Abernethy; 'R. Donald Mastry'
Cc: 'Calvin Samuel'
Subject: Publix Site Plan Approval - Drive thru at 700 Central

(email 2 of 3)

Elizabeth, Don,

Please see email below from Anne Balderston, who is the lead Civil Engineer / Site Design for Publix and a Team member for overall Publix Site Plan reviews and approvals. Her email addresses item 1 in Don's list.

CBSamuel

Calvin B. Samuel, AIA President
CSJM Architects, Inc.
700 Central Ave, Suite 200
St. Petersburg, FL 33701
727.224.2722 cell
727.823.0220 office

From: Anne Balderston [mailto:Anne.Balderston@publix.com]
Sent: Thursday, January 21, 2016 3:50 PM
To: Calvin Samuel (csamuel@csjmarchitects.com)
Cc: Doug Ray
Subject: 700 Central Site plan

Calvin,

Publix has reviewed the site plan for the new store at 700 Central. We have no objections to the single lane bank drive thru on the southeast corner of the site. There is adequate space south of the drive thru for the Publix trucks to maneuver for deliveries.

Thank you,

Anne Balderston

Civil Engineer, P.E.
Facilities Design
Publix Super Markets, Inc.

phone : (863) 688-7407 ext. 54266



January 27, 2016

Elizabeth Abernethy
Chief Zoning Official
City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

RE: First Home Bank - 700 Central Ave Drive Thru

Dear Ms. Abernethy:

We are excited about the prospects of moving our Corporate Offices and expanding into Downtown St. Petersburg. Our plans for the 700 Central Avenue location include both the Corporate Offices and a Retail Banking Office. We believe the dynamic nature of the west side of Downtown St. Petersburg offers an attractive opportunity to be the centerpiece of First Home Bank. In association with the banking office, we need to have a single drive-thru.

Although we expect modest use of the drive-thru, it is an important aspect of the convenience we must offer our customers. The drive-thru will offer only essential banking services, and will not have an ATM. We would expect 25 to 35 customer visits utilizing the drive-thru per day, with the most usage at lunchtime and afterschool/late afternoon hours. Generally, customers use this as a convenience when they don't want to get out of their car (i.e., disabled or lesser mobility, parent with a sick child or pet in the car, etc.). Our customers do not utilize the drive-thru as their primary mode of banking.

Ms. Abernethy, we trust that our request for a single lane drive-thru with no ATM will be approved by the City Council as we would like to move forward as quickly as possible with relocating our Corporate Offices to the west side of Downtown St. Petersburg.

If you have any questions, please do not hesitate to contact us. We thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Leo".

Anthony N. Leo
Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Matthew A. McDonald".

Matthew A. McDonald
Chief Operating Officer



9190 Seminole Blvd, Seminole, FL 33772
Phone (727) 394-2265 Fax (727) 394-2267
www.FirstHomeBank.com



Elizabeth Abernethy

From: Calvin Samuel <csamuel@csjmarchitects.com>
Sent: Monday, January 25, 2016 3:23 PM
To: Elizabeth Abernethy
Cc: 'Calvin Samuel'
Subject: RE: Information requested by staff - Bank drive thru at 700 Central

Liz,

Just spoke with both Matt McDonald (COO) and Anthony Leo (CEO).....the anticipated hours are Monday thru Friday 9:00 to 5:00 for the Bank and 8:00 to 6:00 for the Drive-thru.

CBSamuel

Calvin B. Samuel, AIA President
CSJM Architects, Inc.
700 Central Ave, Suite 200
St. Petersburg, FL 33701
727.224.2722 cell
727.823.0220 office

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Monday, January 25, 2016 3:17 PM
To: Calvin Samuel
Subject: RE: Information requested by staff - Bank drive thru at 700 Central

Can you please confirm the hours of operation of the bank and the drive-thru?

Thanks!
--Liz

From: Calvin Samuel [mailto:csamuel@csjmarchitects.com]
Sent: Friday, January 22, 2016 4:24 PM
To: Elizabeth Abernethy; 'R. Donald Mastry'
Cc: 'Calvin Samuel'
Subject: Information requested by staff - Bank drive thru at 700 Central

(email 1 of 3)

Elizabeth, Don,

Attached please find the Letter from First Home Bank signed by both the CEO and COO addressing items 5, 6 and 7 below.

CBSamuel

Calvin B. Samuel, AIA President
CSJM Architects, Inc.
700 Central Ave, Suite 200
St. Petersburg, FL 33701

727.224.2722 cell
727.823.0220 office

From: R. Donald Mastry [<mailto:RMastry@trenam.com>]
Sent: Thursday, January 14, 2016 11:11 AM
To: Calvin Samuel (csamuel@csjmarchitects.com)
Subject: Information requested by staff for Bank drive thru

Calvin, I am listing below the bullet points of information Liz would like to receive by the end of next week.

1. Most important is an acknowledgement from Publix that they have reviewed the proposed plan and they have no concerns and they have no objection to the proposed plan they do not think the bank drive thru will adversely affect their deliveries etc.
2. The staff would like to have some approximation of the number of deliveries that are made to Publix each day.
3. Liz would like to know if there is a peak time for deliveries and if there is a peak time, what is the peak time.
4. We need to prepare a blowup of the area showing the drive thru and Publix's loading dock.
5. We need to have the Bank tell us what is the estimated number of drive thru trips that will occur per day and the peak times the drive thru is used.
6. We need for the Bank to confirm there is no ATM connected to the drive thru
7. Hopefully the Bank can provide something to the effect that the Bank's new corporate headquarters needs to provide the drive thru service even though it will not be used much.
8. I have agreed that you will agree to install mirrors and signage desired by the staff. I expect it would be a condition of approval to work with staff on the signage and mirror.

As soon as you get the requested information please provide it to me. It will be helpful if you provide the information when received and not wait until you have everything. I need to write a new narrative for the staff.

Don



R. DONALD MASTRY | ATTORNEY

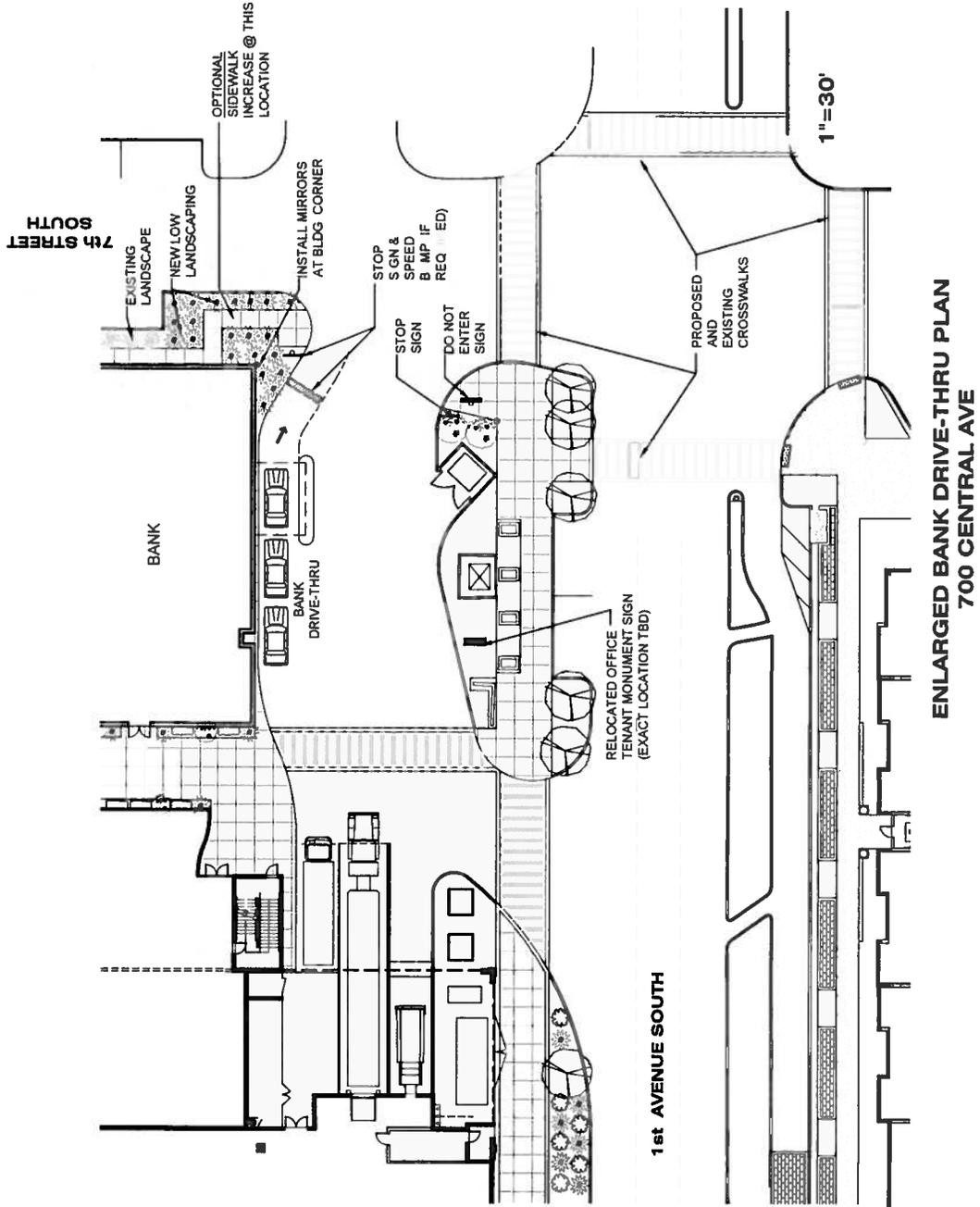
Dir: 727-824-6140 | Cell: 727-641-4811 | Fax: 727-822-8048 | [email](#) | [vcard](#) | [bio](#)

200 Central Avenue, Suite 1600, St. Petersburg, FL 33701

Main: 727-896-7171 | www.trenam.com

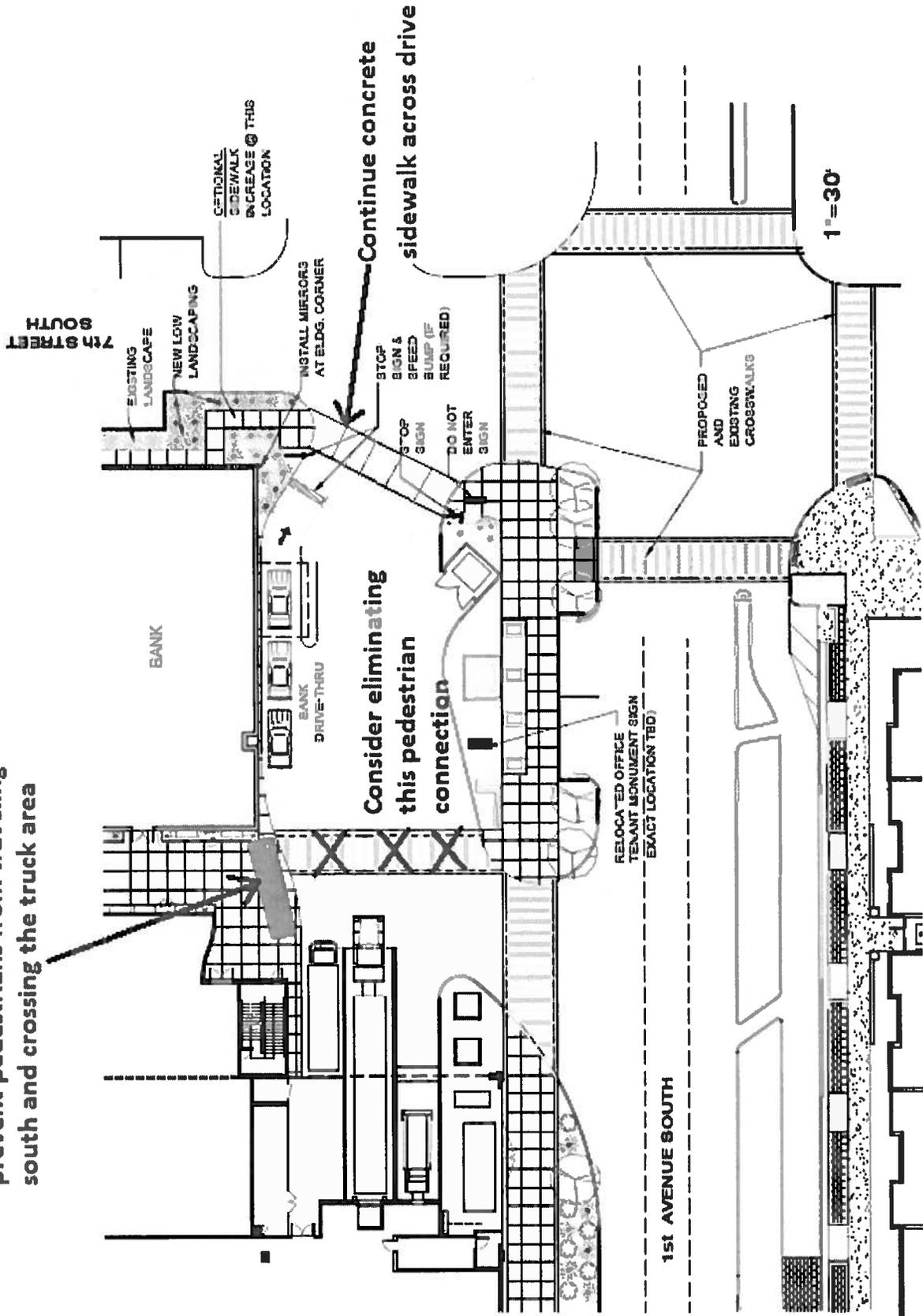
Confidentiality Notice: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail, or by telephone at the direct dial number above and destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

Your Sunshine City



ENLARGED BANK DRIVE-THRU PLAN
700 CENTRAL AVE

Install planter or other barrier to prevent pedestrians from traveling south and crossing the truck area



Continue concrete sidewalk across drive

Consider eliminating this pedestrian connection

ENLARGED BANK DRIVE-THRU PLAN
700 CENTRAL AVE



st.petersburg
www.stpete.org

**Community Redevelopment Agency
Meeting of February 18, 2016**

CRA Case File: BHRP 16-1a

REQUEST

Review of the project consisting of a 7-story 225,000 square foot research and education building. The subject property is at the southeast corner of 6th Avenue and 5th Street South.

APPLICANT INFORMATION

<u>Applicant</u>	All Children's Hospital, Inc. 501 6 th Avenue South St. Petersburg, FL 33701
<u>Agent</u>	Scott Nolin All Children's Hospital, Inc. 501 6 th Avenue South St. Petersburg, FL 33701
<u>Architect/Engineer</u>	Johnathan Gotwald, P.E. George F Young 299 Dr. Martin Luther King Jr. Street North St Petersburg, FL 33701

OVERVIEW OF PROJECT

The subject property is at the southeast corner of 6th Avenue and 5th Street South. The project consists of a 7-story 225,000 square foot research and education building.

The existing property is developed with a 124 space surface parking lot. Ingress/egress to the parking lot is from the 6th Avenue South. The applicant proposes to remove the existing surface parking lot and construct the new research and education building.

As illustrated by the site plan, the proposed building will occupy the majority of the subject lot. The building is oriented towards both 6th Avenue and 5th Street South. The applicant is proposing an elevated plaza along the north and west sides of the buildings with direct access to the public sidewalks along 6th Avenue South and 5th Street South. Vehicular access to the loading and service area will be from the alley.

The proposed building design is a modern style with ample fenestration and glazing, and will complement the hospital and medical office buildings on the adjacent blocks.

CONSISTENCY WITH BAYBORO HARBOR REDEVELOPMENT PLAN

The Bayboro Harbor Redevelopment Plan (BHRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

The Project is located within the "Medical Center Complex" area of Bayboro Harbor Redevelopment Plan, which is one of the three focus areas of the redevelopment plan, the others being the 4th Street Corridor and Salt Creek.

The zoning for the site is Institutional Center (IC) which does allow a research and educational building. The proposed development, as part of the All Children's Master Plan, will have an overall floor area ratio (FAR) of 1.07 and is therefore consistent with the Bayboro Harbor Redevelopment Plan.

Design Criteria

Design criteria in the BHRP that pertain to this project include:

- *New development shall comply with the site and architectural design standards in the land development regulations*
- *Transition in form, scale and architectural style between large buildings and adjacent smaller buildings; and*
- *Open space connects to the pedestrian system to enhance public access.*

The project implements strong urban design elements that enhance the pedestrian experience. These elements include the development being placed up to the sidewalk creating an urban edge, incorporating an ample amount of glazing and transparency along the sidewalk.

SUMMARY AND RECOMMENDATION

Administration recommends approval of the attached resolution finding the proposed 7-story 225,000 square foot research and education building consistent with the Bayboro Harbor Redevelopment Plan as reflected in report BHRP 16-1a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant complies with any conditions of approval required by Development Review Services staff.

EXHIBIT A
Site Data

Location	501 6 th Avenue South 30/31/17/59257/001/0010
Redevelopment Area	Bayboro Harbor Redevelopment Area
Zoning District	IC
Existing Land Use	Research and Educational
Proposed Uses	A 7-story 225,000 square foot research and education building
Site Area	1,427,710 sq. ft. or 32.78 acres
Proposed FAR	1.07 FAR
Existing FAR	0.92 FAR
Permitted FAR	1.37
Existing Parking	2,876 spaces
Proposed Parking	2,752 spaces

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 7-STORY, 225,000 SQUARE FOOT RESEARCH AND EDUCATION BUILDING AT THE SOUTHEAST CORNER OF 6TH AVENUE SOUTH AND 5TH STREET SOUTH CONSISTENT WITH THE BAYBORO HARBOR REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE BHRP 16-1A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Bayboro Harbor Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans for a proposed 7-story 225,000 square foot research and education building and reviewed in CRA Review Report No. BHRP 16-1a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans for a proposed 7-story 225,000 square foot research and education building consistent with the Bayboro Harbor Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

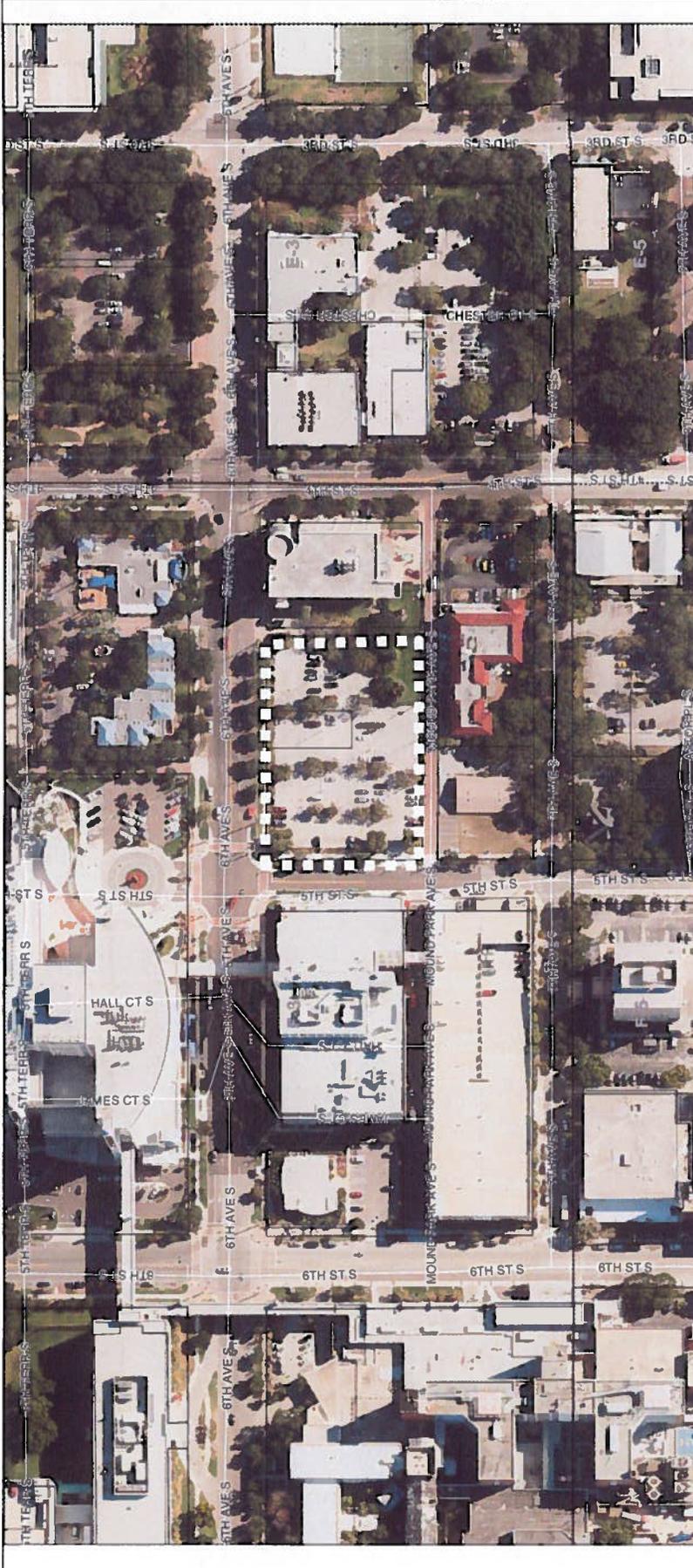
APPROVED AS TO FORM AND CONTENT



City Attorney (designee)

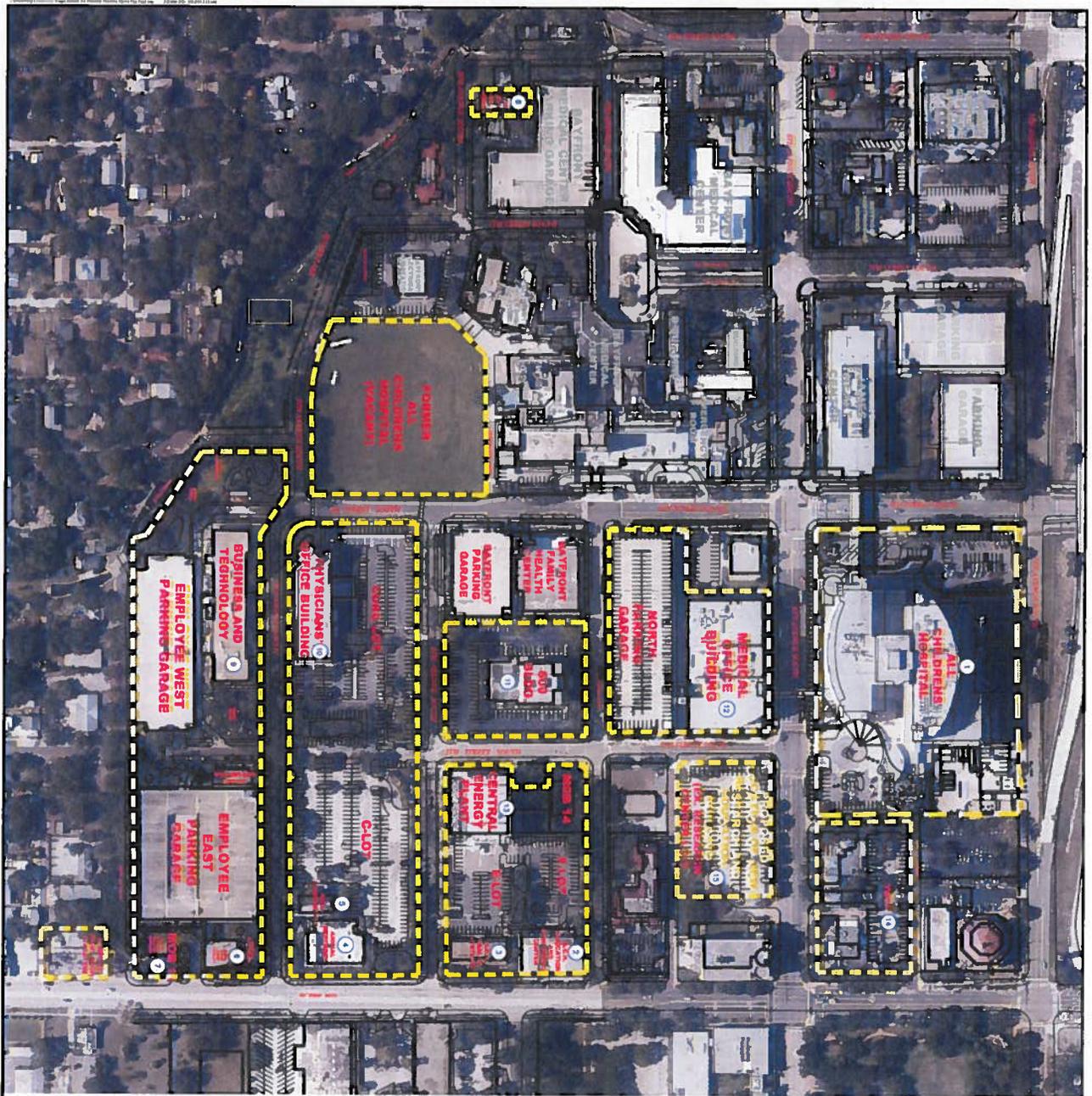


Dave Goodwin, Director
Planning & Economic Development Department



City of St. Petersburg, Florida
Development Review Services
Case No.: 16-1a
Address: 501 6th Avenue South





NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT	TOTAL AREA (SQ. FT.)
1	FORBES ALL CHILDREN'S HOSPITAL MASTER PLAN (PENDING)	1,000,000	100%	1,000,000
2	BUSINESS AND TECHNOLOGY EMPLOYEE WEST PARKING GARAGE	100,000	10%	1,100,000
3	EMPLOYEE EAST PARKING GARAGE	100,000	10%	1,200,000
4	PHYSICIANS OFFICE BUILDING	100,000	10%	1,300,000
5	MAYNORTH FAMILY HEALTH CENTER	100,000	10%	1,400,000
6	MEDICAL OFFICE BUILDING	100,000	10%	1,500,000
7	SOUTH PARKING GARAGE	100,000	10%	1,600,000
8	CENTRAL ENERGY PLANT	100,000	10%	1,700,000
9	CHILDREN'S HOSPITAL	100,000	10%	1,800,000
10	MAYNORTH EAST GARAGE	100,000	10%	1,900,000
11	MAYNORTH WEST GARAGE	100,000	10%	2,000,000

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT	TOTAL AREA (SQ. FT.)
12	FORBES ALL CHILDREN'S HOSPITAL MASTER PLAN (PENDING)	1,000,000	100%	1,000,000
13	BUSINESS AND TECHNOLOGY EMPLOYEE WEST PARKING GARAGE	100,000	10%	1,100,000
14	EMPLOYEE EAST PARKING GARAGE	100,000	10%	1,200,000
15	PHYSICIANS OFFICE BUILDING	100,000	10%	1,300,000
16	MAYNORTH FAMILY HEALTH CENTER	100,000	10%	1,400,000
17	MEDICAL OFFICE BUILDING	100,000	10%	1,500,000
18	SOUTH PARKING GARAGE	100,000	10%	1,600,000
19	CENTRAL ENERGY PLANT	100,000	10%	1,700,000
20	CHILDREN'S HOSPITAL	100,000	10%	1,800,000
21	MAYNORTH EAST GARAGE	100,000	10%	1,900,000
22	MAYNORTH WEST GARAGE	100,000	10%	2,000,000

LEGEND

AREA INCLUDED IN ALL CHILDREN'S HOSPITAL MASTER PLANNED AREA

George F. Young, Inc.
1425 CENTRAL ST., SUITE 400
ST. LOUIS, MO 63104



PEDESTRIAN BRIDGE TO
OUTPATIENT CARE CENTER

ARCHITECTURAL LUMBER
METAL WALL PANEL
SYSTEM
WHITE MET. PANEL
GRAY MET. PANEL
PRE-GLAZED WINDOW
SYSTEMS

CAST IN PLACE HORIZONTAL REVEAL
CAST IN PLACE
CONCRETE WALL

METAL PANEL WALL SYSTEM

5TH STREET SOUTH

CAST IN PLACE CONCRETE RAISED PLANTING BED

LOADING DOCK

PRE-GLAZED
WINDOW SYSTEM

CAST IN PLACE WALL
SYSTEM W/ F.O.C.
REVEALS

CAST IN PLACE WALL SYSTEM W/ F.O.C. REVEALS
EDGESS STAIR EXST
NITROGEN TANK

0 10' 20' 30' 40'



ALL CHILDREN'S HOSPITAL RESEARCH AND EDUCATION FACILITY
SOUTH ELEVATION





ALL CHILDREN'S HOSPITAL RESEARCH AND EDUCATION FACILITY
NORTH ELEVATION







3/4" PANEL GLASS PANELS
 REFLECTIVE GLASS CURTAIN WALL SYSTEM
 METAL PANEL SYSTEM
 BUTT GLAZED VERTICAL MULLION
 CURTAIN WALL SYSTEM
 METAL PANEL SYSTEM
 GRAY METAL PANEL, TYP.
 WHITE METAL PANEL
 4" HORIZONTAL MULLION COVERS
 PRE-GLAZED WINDOW SYSTEM, TYP.

6TH AVENUE SOUTH
 BUILDING ENTRY
 PEDESTRIAN BRIDGE TO OUTPATIENT CARE CENTER
 FIRE PUMP ROOM ACCESS DOOR EGRESS STAIR EXIT
 CAST IN PLACE CONCRETE WITH 2" O.C. VERTICAL REVEALS
 0 6' 0" 12' 0" 18' 0" 24' 0"

ALL CHILDREN'S HOSPITAL RESEARCH AND EDUCATION FACILITY
 WEST ELEVATION



CRA NO. 16-__

A RESOLUTION APPROVING THE FORM OF
AND AUTHORIZING THE EXECUTION AND
DELIVERY OF AN INTERLOCAL
AGREEMENT WITH THE CITY OF ST.
PETERSBURG, FLORIDA; PROVIDING FOR
REPEAL OF CONFLICTING RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") has and/or will incur debt to finance and/or refinance costs of projects identified in plans of the Community Redevelopment Agency of the City of St. Petersburg, Florida (the "CRA"), including without limitation, the City's Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") in an amount not to exceed \$50,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of any design and the planning, site preparation, acquisition, installation, construction and equipping of a City owned municipal pier, commonly referred to as the "Pier Project" and Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Series 2016 Bonds") in an amount not to exceed \$23,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of capital projects designed to integrate the Pier Project with the surrounding downtown environment, commonly referred to as the "Pier Approach Project"; and

WHEREAS, the City and the CRA have determined that the most cost effective and timely manner in which to finance certain capital projects identified in the Intown Redevelopment Plan, as amended from time to time with respect to the Intown Redevelopment Area of the CRA, is to have the City incur debt, including without limitation the Series 2016 Bonds, and use the proceeds thereof to pay for such capital projects, including without limitation the Pier Project and the Pier Approach Project, such debt service to be fully reimbursed by the CRA, thereby maximizing the use of tax increment revenues to be received to construct a larger, more costly capital project more quickly; and

WHEREAS, the City and the CRA desire to enter into that certain Interlocal Agreement (the "Interlocal Agreement") to evidence the CRA's repayment obligations, the substantially final form of which is attached hereto as Exhibit A.

BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida:

SECTION 1. The form of the Interlocal Agreement attached hereto as Exhibit A, is hereby approved. The Interlocal Agreement with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Executive Director of the CRA ("Executive Director") prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the Executive Director's execution and delivery

of the Interlocal Agreement, shall be executed and delivered in the name of the CRA by the Executive Director and attested by the Clerk of the CRA or an authorized assistant or deputy.

SECTION 2. If any one or more of the covenants, agreements or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this resolution.

SECTION 3. This resolution supersedes all prior actions of the CRA inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this resolution are hereby repealed to the extent of any such conflict.

SECTION 4. This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the Community Redevelopment Agency held on the ____ day of _____, 2016.

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
ST. PETERSBURG, FLORIDA

Chair

ATTEST:

Clerk

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF ST. PETERSBURG, FLORIDA
AND
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG, FLORIDA
RE. INTOWN REDEVELOPMENT AREA**

This Interlocal Agreement (the "Agreement") is entered into as of _____, 2016, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation (the "City"), and COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA, a body corporate and politic (the "Community Redevelopment Agency").

WITNESSETH:

WHEREAS, the City Council of the City petitioned the Board of County Commissioners of Pinellas County, Florida (the "Board") for a delegation of authority and powers to accomplish redevelopment of areas within the Intown Design and Development Program ("IDDP"); and

WHEREAS, the Board adopted Resolution No. 81-465 on June 30, 1981, delegating to the City Council of the City the power and authority to conduct redevelopment activities for the IDDP and to act as the redevelopment agency for the IDDP; and

WHEREAS, the City Council of the City adopted Resolution No. 81-1401 on December 17, 1981, declaring an area of the City described therein to be a slum or blighted area (the "Intown Redevelopment Area"), and declaring itself to be the redevelopment agency to carry out redevelopment within the Intown Redevelopment Area; and

WHEREAS, the City Council of the City established the funding of a Redevelopment Trust Fund for the Intown Redevelopment Area through the enactment of Ordinance No. 570-F on April 15, 1982, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment in the Intown Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City Council of the City and the Community Redevelopment Agency have adopted a community redevelopment plan, called the Intown Redevelopment Plan, (as amended from time to time, the "Plan") with respect to the Intown Redevelopment Area to, among other things receive and manage the use of tax increment revenues within the Intown Redevelopment Area; and

WHEREAS, the City and the Community Redevelopment Agency have determined that the most cost effective and timely manner in which to finance certain capital projects in the Plan

is to have the City incur debt and use proceeds thereof to pay for such capital projects, such debt service to be fully reimbursed by the Community Redevelopment Agency, thereby maximizing the use of tax increment revenues to be received to construct a larger, more costly capital project more quickly; and

WHEREAS, the City intends to issue its Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds") in an amount not to exceed \$50,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of any design and the planning, site preparation, acquisition, installation, construction and equipping of a City owned municipal pier, commonly referred to as the "Pier Project" and Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds" and, collectively with the Series 2016A Bonds, the "Series 2016 Bonds") in an amount not to exceed \$23,000,000 for the purpose of financing, refinancing and/or reimbursing the costs of capital projects designed to integrate the Pier Project with the surrounding downtown environment, commonly referred to as the "Pier Approach Project"; and

WHEREAS, the parties hereto desire to memorialize the Community Redevelopment Agency's commitment to repay the City from tax increment revenues of the Intown Redevelopment Area in the amount of the debt service on the Series 2016 Bonds; and

WHEREAS, prior to the date hereof, the City has borrowed monies in furtherance of community redevelopment in the Intown Redevelopment Area in the manner and to the extent described herein, and the parties hereto desire to memorialize and affirm the Community Redevelopment Agency's commitments with respect thereto; and

WHEREAS, the City heretofore issued its Non-Ad Valorem Revenue Note, Series 2010 (the "Series 2010 Note") and its Non-Ad Valorem Refunding Revenue Note, Series 2011 (the "Series 2011 Note," and together with the Series 2010 Note, the "Notes"); and

WHEREAS, the Notes are exclusively secured by the City's covenant to budget and appropriate legally available non-ad valorem revenues of the City, and are not secured by any tax increment revenues of the Community Redevelopment Agency; and

WHEREAS, all of the proceeds of the Series 2010 Note and a portion of the proceeds of the Series 2011 Note were used to finance and/or refinance various projects located within the Intown Redevelopment Area and included within the Plan (collectively, the "Note CRA Projects"); and

WHEREAS, in addition to the Note CRA Projects, proceeds of the Series 2011 Note were also used to refinance a HUD loan; and

WHEREAS, the portion of the Notes which financed and/or refinanced various projects located within the Intown Redevelopment Area and included within the Plan (excluding the

portion of the Series 2011 Note which refinanced the HUD loan) are hereinafter referred to as the "CRA Notes"; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall repay the City for debt service payments made or to be made by the City in furtherance of community redevelopment in the Intown Redevelopment Area which is consistent with the Plan, which financial obligations shall be treated as indebtedness for purposes of applicable law; and

WHEREAS, the City represents and warrants that all payments to be made hereunder are in compliance with that certain Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated April 21, 2005, as amended; and

WHEREAS, other than as described herein, tax increment revenues received from the Intown Redevelopment Area are not subject to any prior pledge or lien, and are free from all encumbrances.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City.

A. To the extent permitted by the Redevelopment Act, the Community Redevelopment Agency shall immediately repay the City from tax increment revenues received in the Intown Redevelopment Area for principal and interest due and owing on City indebtedness which financed and/or refinanced or will finance and/or refinance capital projects in accordance with the Plan, including without limitation, principal and interest to be paid on the CRA Notes and the Series 2016 Bonds; provided, however, the Community Redevelopment Agency shall repay the City for any such debt service payments made on its behalf to the extent of available accumulated tax increment revenues and/or or receipt of tax increment revenues. To the extent that the City prepays the CRA Notes or the Series 2016 Bonds, the Community Redevelopment Agency shall repay the City the prepayment price, including any accrued interest, which is allocable to the Note CRA Projects, the Pier Project and/or Pier Approach Project, as applicable. The obligations to transfer such tax increment revenues of the Intown Redevelopment Area to the City to make payments hereunder shall survive the date on which the CRA Notes and the Series 2016 Bonds, respectively, are no longer outstanding.

All payment obligations hereunder shall be on parity and equal status, with no priority of one obligation over another.

To the extent that the Community Redevelopment Agency does not timely make payments due hereunder, past due amounts shall bear interest at a rate equal to the investment return on proceeds until such past due amounts, together with interest thereon, are fully paid.

B. Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to make the payments required hereunder may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency. The Community Redevelopment Agency shall be obligated to use all available and unencumbered tax increment revenues received from the Intown Redevelopment Area in its accounts to first satisfy outstanding obligations hereunder until such time as such obligations are fully satisfied and repaid.

C. In order to provide security for the City for the obligations hereunder, the Community Redevelopment Agency hereby pledges to the City the tax increment revenues received from the Intown Redevelopment Area which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or hereafter established within the Community Redevelopment Agency's jurisdiction are not pledged in any manner to secure the obligations hereunder. Notwithstanding anything to the contrary herein, neither the CRA Notes nor the Series 2016 Bonds are secured by any amounts pledged or paid hereunder.

D. The Community Redevelopment Agency is presently entitled to receive the tax increment revenues from the Intown Redevelopment Area to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its proportionate share of such tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby in the manner and to the extent as described herein. In the manner and to the extent described herein, the Community Redevelopment Agency shall be unconditionally and irrevocably obligated until the payment in full by the Community Redevelopment Agency of its indebtedness to the City for the obligations described herein, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of such tax increment revenues as now or later required by law, and to make or cause to be made any deposits of such tax increment revenues or other funds required by this Agreement.

E. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund relating to the Intown Redevelopment Area, and any and all moneys therein, by the City for the purpose

provided in this Agreement, including payment of the obligations hereunder, without further action of the Community Redevelopment Agency.

3. Severability. If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

4. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida.

5. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

6. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

7. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against every such City Council member of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the City.

8. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any

and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency are waived and released as a condition of, and as a consideration for, the execution of this Agreement, on the part of the Community Redevelopment Agency.

9. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions of this Agreement. Satisfaction of the obligations hereunder shall not be deemed to constitute a general obligation of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, and such obligations shall be payable solely from the tax increment revenues of the Intown Redevelopment Area to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act. The Community Redevelopment Agency has no taxing power.

10. Eligibility to Receive Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues in the Intown Redevelopment Area and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the Community Redevelopment Agency has an obligation to repay the City as described herein and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City, absent the prior written consent of the City.

11. Effective Date. This Agreement shall become effective immediately upon the execution by the proper officers of the City and the Community Redevelopment Agency on or prior to the date set forth above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be executed on the day and year first written above.

Date: _____, 2016

CITY OF ST. PETERSBURG, FLORIDA

[Seal]

Mayor

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

City Clerk

City Attorney

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
ST. PETERSBURG, FLORIDA

Executive Director

ATTEST:

CRA Clerk

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with Rowland, Inc. for unscheduled utility infrastructure repairs for the Water Resources Department at an estimated annual cost of \$500,000.

Explanation: On January 12, 2012 City Council approved a one-year agreement for unscheduled utility infrastructure repairs effective through February 28, 2013 with four one-year renewals. This is the final renewal.

The vendor performs repairs of valves and pipes that fail prior to scheduled service or replacement due to damage during construction or unusually harsh environmental conditions. The contractor is utilized when the complexity and scope of unscheduled work exceeds the limits of in-house construction equipment and crews. Examples of work include repair or replacement of inoperable valves, leaking buried pipes, pipes on bridges, pipes under waterways, and pipes damaged by underground construction equipment.

The Procurement Department, in cooperation with the Water Resources Department, recommends for renewal:

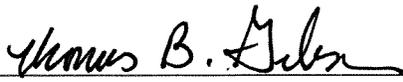
Rowland, Inc.....\$500,000

Rowland has agreed to uphold the prices, terms and conditions of IFB No. 7216 dated November 1, 2011. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in rates. This agreement will be effective through February 28, 2017.

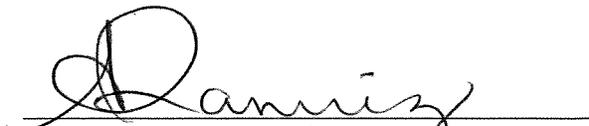
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, various divisions including Cosme W.T.P. Operations (2077), Oberly PS Operations (2081), Washington Terrace PS Operations (2085), Water Maintenance (2117), Reclaimed Water (2129), Wastewater Maintenance (2145), Northeast WRF (2173), Northwest WRF (2177), Southwest WRF (2181) and Lift Station Maintenance (2205). Funds have also been appropriated in the Water Resources Capital Projects Fund (4003).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE FOURTH AND FINAL ONE-YEAR RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH ROWLAND INC. FOR UNSCHEDULED UTILITY INFRASTRUCTURE REPAIRS FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$500,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2012, City Council approved an Agreement (Blanket Agreement) with Rowland Inc. ("Rowland") with four one-year renewal options for unscheduled utility infrastructure repairs for the Water Resources Department at an estimated annual cost not to exceed \$500,000; and

WHEREAS, on February 7, 2013 City Council approved the first one-year renewal option of the Agreement; and

WHEREAS, on January 23, 2014 City Council approved the second one-year renewal option of the Agreement; and

WHEREAS, on December 4, 2014 City Council approved the third one-year renewal option of the Agreement; and

WHEREAS, the City desires to exercise the fourth and final one-year renewal option of the Agreement; and

WHEREAS, the Purchasing Department, in cooperation with the Water Resources Department, recommends this renewal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the fourth and final one-year renewal option to the Agreement (Blanket Agreement) with Rowland Inc. for unscheduled utility infrastructure repairs for the Water Resources Department at an estimated annual cost not to exceed \$500,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that this renewal will be effective from February 28, 2016 through February 28, 2017.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:



City Attorney (designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc. and 10 other companies for vehicle and heavy equipment maintenance and repairs at an estimated annual cost of \$500,000.

Explanation: On February 21, 2013 City Council approved a three year agreement for vehicle and heavy equipment maintenance and repairs through February 29, 2016, with two one-year renewal options. This is the first renewal.

The vendors provide maintenance and repairs for equipment such as automobiles, police cruisers, fire apparatus, light, medium and heavy duty trucks, backhoes, loaders, refuse vehicles, agricultural equipment, generators and compressors. Types of services include specialized equipment repairs, warranty repairs, and other repairs not typically performed by city mechanics; as well as repair services to offset workload during peak periods. Most of the work is performed offsite, unless in-house repair is requested by the city. The primary users are Fleet and Sanitation Departments. Repair cost is based on variable discounts from manufacturers' price lists and hourly labor rates.

The Procurement Department, in cooperation with the Fleet and Sanitation Departments, recommend for award:

Vehicle and Heavy Equipment Maintenance and Repairs..... \$500,000

- Action Fabrication & Truck Equipment, Inc.
- Atlas Hydraulics, Inc.
- Bay Area Truck Sales, Inc.
- dba Kenworth of Central Florida, Inc.
- Hose & Hydraulics, Incorporated
- Maher Chevrolet, Inc.
- Nortrax, Inc.
- Reliable Transmission Service, Inc.
- Ring Power Corporation
- Tampa Crane & Body, Inc.
- Tampa Spring Co.
- Ten-8 Fire Equipment, Inc.
- Transdiesel of Lakeland, Inc.
- Vermeer Southeast Sales & Service, Inc.

Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. Amounts paid to vendors pursuant to this renewal period shall not exceed a combined total of \$500,000. The renewal will be effective from March 1, 2016 through February 28, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Maintenance Fund (5001), Fleet Equipment Replacement Fund (5002), Sanitation Operating Fund (4021) and the Sanitation Equipment Replacement Fund (4027).

Attachment: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENTS (BLANKET AGREEMENTS) WITH MULTIPLE VENDORS FOR THE PURCHASE OF VEHICLE AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR THE FLEET MANAGEMENT AND SANITATION DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$500,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 21, 2013 City Council approved the award of three-year agreements (Blanket Agreements) with two one-year renewal options to Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Action Fabrication & Truck Equipment, Inc., Advanced Allison Transmission Specialist Inc. dba Transdiesel (n/k/a Transdiesel of Lakeland, Inc.), Atlas Hydraulics, Inc., Hose & Hydraulics, Incorporated, Maher Chevrolet, Inc., Nortrax, Inc., Reliable Transmission Service, Inc., Tampa Spring Co., Ten-8 Fire Equipment, Inc., Vermeer Southeast Sales & Service, Inc., (“Vendors”) for the purchase of vehicle and heavy equipment maintenance and repair services for the Fleet Management and Sanitation Departments pursuant to Bid No. 7417 dated December 14, 2012; and

WHEREAS, the City desires to exercise the first one-year renewal option of the Agreements; and

WHEREAS, the Vendors have agreed to uphold the terms and conditions of IFB No. 7417; and

WHEREAS, the Purchasing Department, in cooperation with the Fleet Management and Sanitation Departments, recommends approval of these renewals.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option of Agreements (Blanket Agreements) for the purchase of vehicle and heavy equipment maintenance and repair services for the Fleet management and Sanitation Departments at a total estimated annual cost not to exceed \$500,000 with the following Vendors in total estimated annual amounts not to exceed the individual amounts are hereby approved as follows:

Action Fabrication & Truck Equipment, Inc.	\$15,000
Transdiesel of Lakeland, Inc. (fka Advanced Allison Transmission Specialist Inc. dba Transdiesel)	\$25,000
Atlas Hydraulics, Inc.	\$10,000
Bay Area Truck Sales, Inc. dba Kenworth of Central Florida	\$65,000

Hose & Hydraulics, Incorporated	\$10,000
Maher Chevrolet, Inc.	\$10,000
Nortrax, Inc.	\$25,000
Reliable Transmission Service, Inc.	\$10,000
Ring Power Corporation	\$145,000
Tampa Crane & Body, Inc.	\$115,000
Tampa Spring Co.	\$40,000
Ten-8 Fire Equipment, Inc.	\$20,000
Vermeer Southeast Sales & Service, Inc.	\$10,000

BE IT FURTHER RESOLVED that these agreements will be effective through February 28, 2017.

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 February 18, 2016

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement ("Agreement") between the City of St. Petersburg and the Southwest Florida Water Management District that provides \$2,635,000 in funding for the design and construction of 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements, (Engineering Project No. 16016-110, Oracle No. 15074); and all other documents necessary to effectuate the Agreement, and providing an effective date.

EXPLANATION: A Cooperative Funding Agreement ("Agreement") has been prepared between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City of St. Petersburg ("City") to share equal funding in the amount of \$2,635,000 each toward the implementation of stormwater drainage improvements on 8th Avenue South, between 46th Street and 44th Street; and 44th Street South, between 8th Avenue and 11th Avenue South.

The agreement provides for reimbursement by SWFWMD of 50% of eligible consultant costs as well as 50% of the actual construction cost, but not exceeding a total aggregate amount of \$2,635,000. The reimbursement will begin after the construction has started and will be in the form of quarterly disbursements in accordance with SWFWMD's invoicing procedure. The City is required to provide perpetual maintenance of the drainage system.

The total project design and construction cost is estimated to be \$5,945,000 with the SWFWMD funding. The design has commenced and is planned to be completed in December 2016. Construction is planned to commence in May, 2017 and be completed in September, 2018. The SWFWMD grant in the total amount of \$2,635,000 is made up of allocations of \$210,000 in FY16 and \$1,212,500 in both FY17 and FY18.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg and Southwest Florida Water Management District that provides \$2,635,000 in funding for the design and construction of 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements (Engineering Project No. 16016-110, Oracle No. 15074), and all other documents necessary to effectuate the Agreement.

COST/FUNDING/ASSESSMENT INFORMATION: This project is part of the adopted CIP plan for the Stormwater and Engineering Departments. The City will receive funding from SFWMD in the amount of \$2,635,000 which will be used for the design and construction of 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements. The City's match requirement is \$2,635,000. A portion of the City match

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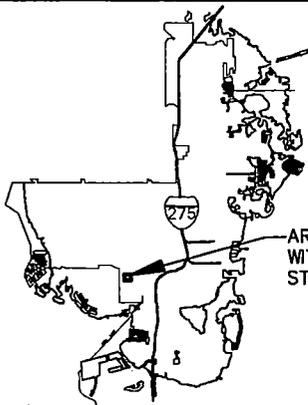
requirement (\$1,250,000) was appropriated in the FY16 CIP made up of \$750,000 in Neighborhood & Citywide Infrastructure Capital Improvement Fund (3027) and \$500,000 in the Stormwater Drainage Capital Improvement Fund (4013). The balance of the City match requirement (\$1,385,000) for this project was included in the FY16 CIP plan but will be appropriated in the FY17 CIP and FY18 CIP to account for \$980,000 in the Neighborhood & Citywide Infrastructure Capital Improvement Fund (3027) and \$405,000 in the Stormwater Drainage Capital Improvement Fund (4013).

ATTACHMENTS: Map and Resolution

APPROVALS: *Thomas B. Eiler*
Administration

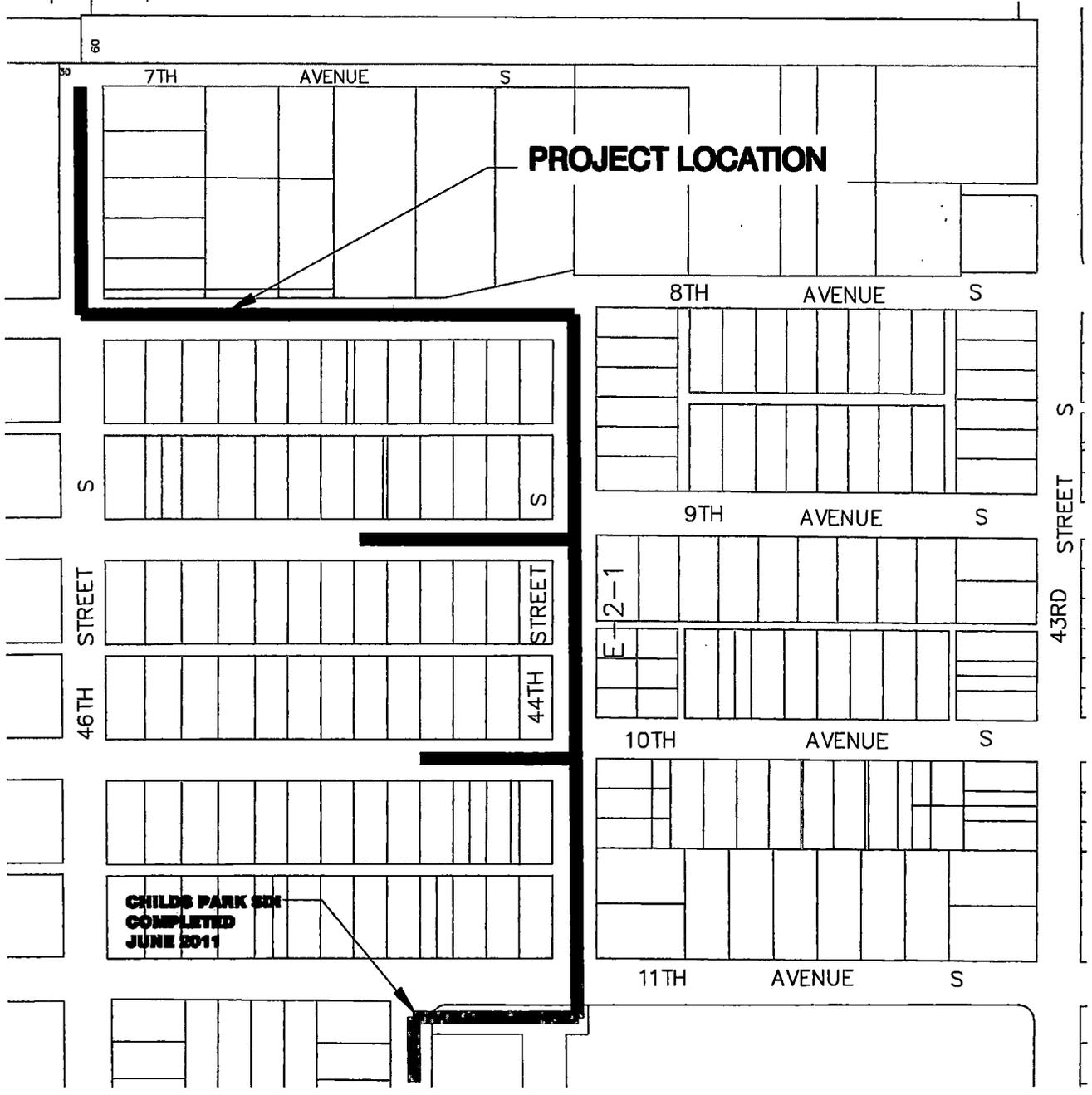
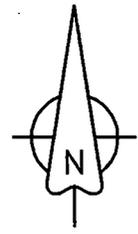
A. Ramirez
Budget

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AREA OF DETAIL
WITHIN CITY OF
ST. PETERSBURG

PROPOSED DRAINAGE CONDUIT



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	ENGINEERING DEPARTMENT CITY OF ST. PETERSBURG
	<p>8TH AVENUE SOUTH, 44TH STREET SOUTH & VICINITY STORM DRAINAGE IMPROVEMENTS (SMMP E-2-1)</p>

DATE: 11/29/11
SCALE: 1"=200'
DRAWING No. E-2-1

Resolution No. 2016-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT THAT PROVIDES \$2,635,000 IN FUNDING FOR THE DESIGN AND CONSTRUCTION OF 8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENTS, (ENGINEERING PROJECT NO. 16016-110, ORACLE NO. 15074); AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Cooperative Funding Agreement ("Agreement") has been prepared between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City of St. Petersburg ("City") to share equal funding in the amount of \$2,635,000 each toward the implementation of stormwater drainage improvements on 8th Avenue South, between 46th Street and 44th Street; and 44th Street South, between 8th Avenue and 11th Avenue South; and

WHEREAS, the Agreement provides for reimbursement by SWFWMD of 50% of eligible consultant costs as well as 50% of the actual construction cost, but not exceeding a total aggregate amount of \$2,635,000, which reimbursements will begin after the construction has started and will be in the form of quarterly disbursements in accordance with SWFWMD's invoicing procedure; and

WHEREAS, the total project design and construction cost is estimated to be \$5,945,000 with the SWFWMD funding in the total amount of \$2,635,000 to be available in allocations of \$210,000 in FY16 and \$1,212,500 in both FY17 and FY18; and

WHEREAS, the City will be required to provide perpetual maintenance of the drainage system; and

WHEREAS, the design has commenced and is planned to be completed in December, 2016 and construction is planned to commence in May, 2017 and be completed in September, 2018.

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 Cooperative Funding Agreement between the City of St. Petersburg and Southwest Florida Water Management District that provides \$2,635,000 in funding for the design and

construction of 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements, (Engineering Project No. 16016-110, Oracle No. 15074) and all other documents necessary to effectuate the Agreement.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, the following supplemental appropriation for FY17:

<u>Stormwater Drainage Capital Projects Fund (4013)</u>	
8 th Avenue South, 44 th Street South (15074)	\$2,635,000

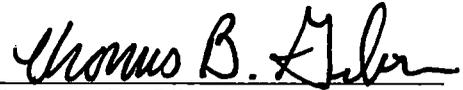
This Resolution shall become effective immediately upon its adoption.

Approved by:

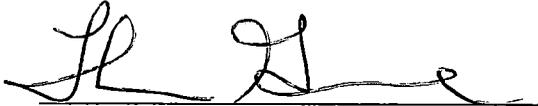


Legal Department
By: (City Attorney or Designee)
Legal: 00258064.doc V.1

Approved by:



Thomas B. Gibson, P.E.
Engineering Director



Tom Greene
Budget Director

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Accepting a bid from L7 Construction, Inc. for the Northwest Water Reclamation Facility (NWWRF) Clarifier No. 2 Rehabilitation for the Water Resources Department at a total cost of \$493,697.00.

Explanation: The Procurement Department received seven bids for rehabilitation of the NWWRF Final Clarifier No. 2 (see below).

Clarifiers are used to settle biosolids in the wastewater treatment process. Clarifier No. 2 is 37 years old and has reached the end of its service life. The contract requires the Contractor to furnish all labor, equipment, and materials to rehabilitate and upgrade Clarifier No. 2's internal mechanical equipment including replacement of the sludge collector mechanism, access bridge, center column and assembly, drive unit, weirs, baffles, and spray wash piping.

The contractor will begin work approximately 14 calendar days from written Notice to Proceed and is scheduled to complete the work with 270 consecutive calendar days thereafter. Bids were opened on January 14, 2016 and are tabulated as follows:

<u>Bidder</u>	<u>Bid Amount</u>
L7 Construction, Inc. (Sanford, FL)	\$493,697
Brandes Design Build, Inc. (Clearwater, FL)	\$597,469
Mader Electric, Inc. (Sarasota, FL)	\$640,000
TLC Diversified, Inc. (Palmetto, FL)	\$685,900
Florida Design Contractors, Inc. (Lake Park, FL)	\$730,000
RTD Construction, Inc. (Zephyrhills, FL)	\$755,565
E&D Contracting Services, Inc. (Savannah, GA)	\$817,310

L7 Construction, Inc., the lowest responsible bidder and has met the specifications, terms and conditions of Bid No. 5899 dated October 15, 2015. They have satisfactorily performed similar work for the cities of Cocoa, Ocala, Winter Haven, Titusville and Brevard County. The Principals of the firm are Brett M. Lefever, President and Traci R. Lefever, Secretary.

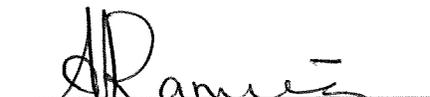
Cost/Funding/Assessment Information: Funds have been appropriated in the Water Resources Capital Improvement Fund 4003, WRF NW Clarifier No. 2 Rehab FY16 Project 15288.

Attachment: Resolution

Approvals:



Administrative



Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO L7 CONSTRUCTION, INC. FOR THE NORTHWEST WATER RECLAMATION FACILITY (NWWRF) CLARIFIER NO. 2 REHABILITATION PROJECT FOR THE WATER RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$493,697; 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 Northwest Water Reclamation Facility (NWWRF) Clarifier No. 2 Rehabilitation for the Water Resources Department pursuant to Bid No. 5899 dated October 15, 2015; and

WHEREAS, L7 Construction, Inc. has met the specifications, terms and conditions of Bid No. 5899; 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 is accepted and the award of an agreement to L7 Construction, Inc. for completion of the Northwest Water Reclamation Facility (NWWRF) Clarifier No. 2 Rehabilitation Project for the Water Resources Department at a total cost not to exceed \$493,697 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 February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Approving the purchase of Microsoft Office licenses from SHI Inc. for the Technology Services Department at an annual cost of \$313,371.99.

Explanation: This purchase is being made from Florida State Contract No. 43230000-15-02.

This request is for the renewal of licenses for the Microsoft Office 365 products used by the City. The vendor will provide software licenses for Microsoft Office 365 Online Kiosk (173 licenses), Office 365 E1 (1103 licenses), Office 365 E3 (1197 licenses) and Office 365 Online Archiving (1276 licenses). The Microsoft Online Kiosk license provides web-based access to the Microsoft Exchange email system in the cloud. The Office 365 E1 (Government Suite 1) license provides Exchange email in the Cloud, Skype-for-Business video conferencing for business collaboration, and SharePoint for document sharing. The Office 365 E3 (Government Suite 3) license includes all of the functionality of the E1 license and also includes the full suite of Microsoft Office products including Word, Excel, PowerPoint, and Access.

Archive licenses are purchased in conjunction with kiosk and E1 licenses to provide those users with unlimited storage/archival of emails and eDiscovery. Archiving is included with E3 licenses.

All licenses come with a 99.9% financially-backed uptime SLA, backup & disaster recovery services, comprehensive compliance and security, ISO 27001, HIPPA, FISMA, and CJIS-ready "Evergreen" Service. These Microsoft Office 365 licenses free the City from requirements to patch, protect and upgrade servers.

The Procurement Department, in cooperation with the Technology Services Department, recommends for award utilizing Florida State Contract No. 43230000-15-02.

SHI Inc.....\$313,371.99

SHI, Inc. has met the specifications, terms and conditions of Florida State Contract No. 43230000-15-02. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities.

Cost/Funding/Assessment Information: Funds have been appropriated in the Technology Services Fund (5011) Network Support (850-2565).

Attachment: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT TO SHI INC FOR MICROSOFT OFFICE LICENSES AT A TOTAL COST NOT TO EXCEED \$313,371.99 FOR THE TECHNOLOGY SERVICES DEPARTMENT UTILIZING FLORIDA STATE CONTRACT NO. 43230000-15-02; 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 purchase Microsoft software licenses for the Technology Services Department; and

WHEREAS, pursuant to Section 2-256(2) of the City Code the Mayor or his designee is authorized to utilize competitively bid contracts of other government entities when it is in the best interest of the City; and

WHEREAS, SHI Inc has met the specifications, terms and conditions of Florida State Contract No. 43230000-15-02; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Technology Services Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to SHI Inc for the purchase of Microsoft Office licenses at a total cost not to exceed \$313,371.99 for the Technology Services Department utilizing Florida State Contract No. 43230000-15-02 is hereby approved and the Mayor his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Awarding a blanket purchase agreement to Riley Electric, Co., Inc. for installation, repairs and maintenance of city owned street lighting for the Public Works Administration at an estimated annual cost of \$304,700.

Explanation: The Procurement Department received three bids for city owned street lighting installation, repairs and maintenance. The vendor will provide all labor, supervision, tools, materials and vehicles necessary for installation; maintenance and repair of damaged fixtures and electrical services on a project by project basis. Typical projects would include replacing or installing new lighting fixtures and poles, replacing fixture globes, ballasts, lamps, photo cells, fuses, induction generators or LED drivers in Biscayne and Flagler acorn decorative lights as well as bollard fixtures city-wide (mainly concentrated in the downtown area).

The Procurement Department, in cooperation with the Public Works Administration, recommends for award:

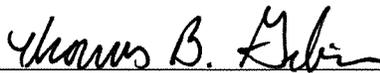
Riley Electric, Co., Inc.\$304,700

The vendor has met the specifications and requirements of RFQ No. 5966 dated December 11, 2015. Riley Electric, Co., Inc., a certified SBE based in Largo has satisfactorily performed similar services for the city in the past. A blanket purchase agreement will be issued and will be binding only for actual services rendered. The agreement will be effective from date of award through February 28, 2019 with two one-year renewal options.

Cost/Funding/Assessment Information: Funds are available in various capital projects in the General Capital Improvements Fund (3001), Neighborhood & Citywide Infrastructure Capital Improvement Fund (3027), and Recreation & Culture Capital Improvement Fund (3029). Maintenance costs will come from the General Fund (0001), Public Works Administration, Street Lighting & Support (0401027).

Attachments: Bid Tabulation
Resolution

Approvals:



Administrative



Budget

City of St Petersburg
Bid Tabulation
Procurement Supply Management

Item No.	Description	Est. Qty.	UOM	Riley Electric Co., Inc. Largo, FL Terms: 2%/10, Net 30 Delivery: 24 hours			P+L Electric, Inc. Clearwater, FL Terms: 2%/10, Net 30 Delivery: 1 Day			Everingham Electric, Inc. St Petersburg, FL Terms: 2%/10, Net 30 Delivery: 1 day		
				Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price	
	Licensed Journeyman Electrician including Service Truck											
1	Monday - Friday 8:00 am - 5:00 pm	2,375	HR	\$42.00	\$99,750.00	\$47.50	\$112,812.50	\$44.99	\$106,851.25			
2	Monday - Friday 5:00 pm - 8:00 am	3	HR	47.00	141.00	65.00	195.00	50.00	150.00			
3	Saturday and Sunday	3	HR	47.00	141.00	65.00	195.00	50.00	150.00			
4	City Recognized Holidays	3	HR	47.00	141.00	65.00	195.00	50.00	150.00			
	Licensed Journeyman Electrician including Aerial (Bucket) Truck											
5	Monday - Friday 8:00 am - 5:00 pm	2,375	HR	60.00	142,500.00	65.00	154,375.00	59.00	140,125.00			
6	Monday - Friday 5:00 pm - 8:00 am	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
7	Saturday and Sunday	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
8	City Recognized Holidays	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
	Licensed Journeyman Electrician including Auger/Crane Truck											
9	Monday - Friday 8:00 am - 5:00 pm	200	HR	60.00	12,000.00	65.00	13,000.00	59.00	11,800.00			
10	Monday - Friday 5:00 pm - 8:00 am	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
11	Saturday and Sunday	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
12	City Recognized Holidays	3	HR	75.00	225.00	75.00	225.00	74.00	222.00			
	Electrician's Helper/Apprentice w/service truck											
13	Monday - Friday 8:00 am - 5:00 pm	300	HR	25.00	7,500.00	42.50	12,750.00	27.00	8,100.00			
14	Monday - Friday 5:00 pm - 8:00 am	3	HR	35.00	105.00	55.00	165.00	34.00	102.00			
15	Saturday and Sunday	3	HR	35.00	105.00	55.00	165.00	34.00	102.00			
16	City Recognized Holidays	3	HR	35.00	105.00	55.00	165.00	34.00	102.00			
	Electrician's Helper/Apprentice w/o truck											
17	Monday - Friday 8:00 am - 5:00 pm	3,000	HR	20.00	60,000.00	35.00	105,000.00	27.00	81,000.00			
18	Monday - Friday 5:00 pm - 8:00 am	3	HR	30.00	90.00	42.50	127.50	30.00	90.00			
19	Saturday and Sunday	3	HR	30.00	90.00	42.50	127.50	30.00	90.00			
20	City Recognized Holidays	3	HR	30.00	90.00	42.50	127.50	30.00	90.00			
	Sub Total:				\$324,108.00		\$400,750.00		\$350,234.25			
	SBE Discount:				\$12,964.32		\$16,030.00		\$14,009.37			
	2%/10, Net 30 Discount:				\$6,482.16		\$8,015.00		\$7,004.69			
	Total:				\$304,661.52		\$376,705.00		\$329,220.20			

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO RILEY ELECTRIC CO., INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$304,700 FOR INSTALLATION, REPAIRS AND MAINTENANCE OF CITY OWNED STREET LIGHTING FOR THE PUBLIC WORKS ADMINISTRATION; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Purchasing Department received three bids for installation, repairs and maintenance of city owned street lighting for the Public Works Administration pursuant to RFQ No. 5966 dated December 11, 2015; and

WHEREAS, Riley Electric Co., Inc. has met the terms and conditions of RFQ No. 5966; and

WHEREAS, the Purchasing Department in cooperation with the Public Works Administration recommend 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 Riley Electric Co., Inc. at an estimated annual cost not to exceed \$304,700 for installation, repairs and maintenance of city owned street lighting for the Public Works Administration is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction, and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through February 28, 2019.

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 February 18, 2016**

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Awarding a three-year blanket purchase agreement to Bright House Networks, LLC for dedicated internet and intranet services for the Libraries at an estimated cost of \$253,260.

Explanation: The city received two bids for dedicated internet and intranet services through the Federal Universal Service Administration Company (USAC). USAC conducts competitive bids for internet and telecommunication services on behalf of eligible schools and libraries, based on requirements submitted by the entity. Bids submitted to USAC by providers reflect pricing that is heavily subsidized by the Federal Universal Service Fund ("E-Rate" funding). Pinellas County's E-Rate is currently 80 percent. The E-Rate program has saved the City over \$168,000.00 over the past three years and will save the City even more during the next three years. This increase in bandwidth will provide more services and improve the customer experience.

The vendor will provide Internet and intranet network services and related hardware, system peripherals and software. They will also provide installation, training, pro-active monitoring and outage detection, and maintenance and support.

The Procurement Department in cooperation with the Libraries recommends for award:

Bright House Networks, LLC.....\$253,260
3-years @ \$84,420.00 per year

<u>Location Name</u>	<u>Address</u>	<u>Connection</u>	<u>Annual Rate</u>
Johnson Library - Host Site	1059 18th Ave. South	100Mbps (Internet)	\$28,200
Johnson Library - Host Site	1059 18th Ave. South	200Mbps (Intranet)	\$16,560
Main Library	3745 9 th Ave. North	50Mbps (Intranet)	\$11,700
North Branch Library	861 70th Ave. North	30Mbps (Intranet)	\$9,360
Mirror Lake Library	280 Fifth St. North	20Mbps (Intranet)	\$6,600
South Branch Library	2300 Roy Hanna Dr. South	20Mbps (Intranet)	\$6,600
Childs Park Branch Library	691 43rd St. South	10Mbps (Intranet)	\$5,400

Bright House Networks, LLC has met the requirements of the E-Rate funding competitive bidding process through USAC Form 470 Application No. 160003263 dated 11/6/2015 This purchase is made in accordance with Section 2-256(2) of the City Code which authorizes the Mayor or his designee to purchase supplies from a competitively bid proposal or contract secured by other governmental entities. The agreement will be effective from date of award through June 30, 2019 and will be binding only for actual services provided.

Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001) Library Automation (2001137).

Attachment: Resolution

Approvals:


By:  Administrative


Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT (BLANKET AGREEMENT) TO BRIGHT HOUSE NETWORKS, LLC AT AN ESTIMATED COST NOT TO EXCEED \$253,260 FOR DEDICATED INTERNET AND INTRANET SERVICES FOR THE LIBRARIES UTILIZING E-RATES FUNDING COMPETITIVE BIDDING PROCESS THROUGH THE FEDERAL UNIVERSAL SERVICE ADMINISTRATION COMPANY; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two bids for dedicated internet and intranet services utilizing E-Rate funding competitive bidding process through the Federal Universal Service Administration Company Form 470 Application No. 160003263 dated November 6, 2015; and

WHEREAS, Bright House Networks LLC has met the requirements of the E-Rate funding competitive bidding process through the Federal Universal Service Administration Company Form 470 Application No. 160003263; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Library 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 is accepted and the award of a three-year agreement (Blanket Agreement) to Bright House Networks, LLC at an estimated cost not to exceed \$253,260 utilizing E-Rate funding competitive bidding process through the Federal Universal Service Administration Company Form 470 Application No. 160003263 dated November 6, 2015 for dedicated internet and intranet services for the Libraries is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through June 30, 2019.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:



City Attorney Designee

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Awarding a three-year blanket purchase agreement to Custom Concepts of St. Petersburg, Inc. for work uniforms at an estimated annual cost of \$200,000.

Explanation: The Procurement Department received seven bids for work uniforms. The vendor will furnish and deliver work uniforms, golf and polo shirts, pants, shorts, jackets caps, visors, and emblems. In addition, the vendor will provide alterations and embroidery work. The primary users are the Parks and Recreation, Sanitation and Water Resources departments.

The Procurement Department recommends approval:

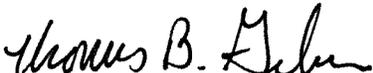
Custom Concepts of St. Petersburg, Inc. (SBE).....\$600,000
3-years @ \$200,000 per year

Custom Concepts of St. Petersburg, Inc. the low bidder, has met the terms and conditions of RFQ 5968 dated March 1, 2016. A Blanket Purchase agreement will be issued and will be binding only for actual quantities ordered. The contract will be effective from date of award through February 28, 2019.

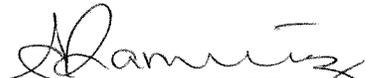
Cost/Funding/Assessment Information: Funds are available in the General Fund (0001), Water Resources (4001), Sanitation Operating (4021) and Stormwater Utility Operating (4011).

Attachments: Bid Tabulation (10 pages)
Resolution

Approvals:



Administrative



Budget

Item No.	Description	EAU UOM	Custom Concepts of St. Petersburg, Inc.		Omega Marketing Group, Inc. dba Uniform Wizard		Fast Lane Clothing Company, Inc.		DGG Tactical Supply, Inc.	
			Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Group 1 - Market Basket T-Shirt, Short Sleeve, Gildan Red, Royal, Grey, White, Safety Green Brand: Gildan 2000 Sizes: S-XL Size: 2X Size: 3X	1,950 EACH	\$2.30	\$4,485.00	\$3.40	\$6,630.00	\$1.80	\$3,510.00	\$4.75	\$9,262.50
			4.45	1,112.50	5.10	1,275.00	4.30	1,075.00	7.30	1,825.00
			5.60	1,120.00	5.20	1,040.00	5.00	1,000.00	7.83	1,566.00
2	T-Shirt, Long Sleeve, Gildan, Red, Royal, Grey, White, Safety Green Brand: Gildan, 2400 Sizes: S-XL Size: 2X Size: 3X	650 EACH 140 EACH 90 EACH	4.90	3,185.00	6.40	4,160.00	4.65	3,022.50	7.03	4,569.50
			6.45	903.00	8.40	1,176.00	7.85	1,099.00	9.09	1,272.60
			8.00	720.00	8.70	783.00	8.45	760.50	9.45	850.50
3	T-Shirt, Short Sleeve, with Pocket Gildan Orange, Lt. Blue Brand: Gildan, 2300 Sizes: S-XL Size: 2X Size: 3X	800 EACH 150 EACH 45 EACH	5.60	4,480.00	5.30	4,240.00	5.20	4,160.00	7.53	6,024.00
			7.95	1,192.50	7.10	1,065.00	7.60	1,140.00	9.74	1,461.00
			9.70	436.50	9.60	432.00	8.30	373.50	10.26	461.70
4	T-Shirt, Long Sleeve, with Pocket Hanes Orange, Lt. Blue Brand: Hanes, 5596 Sizes: S-XL Size: 2X Size: 3X	250 EACH 75 EACH 20 EACH	8.00	2,000.00	7.80	1,950.00	7.00	1,750.00		NB
			9.15	686.25	9.30	697.50	8.50	637.50		NB
			10.35	207.00		NB	8.60	172.00		NB
5	T-Shirt, Short Sleeve, Jerseys Brand: Jerseys 29M Sizes: S-XL Size: 2X Size: 3X	200 EACH 50 EACH 15 EACH	2.25	450.00	2.20	440.00	2.00	400.00	4.47	894.00
			5.15	257.50	4.45	222.50	4.75	237.50	7.15	357.50
			6.75	101.25	5.95	89.25	5.35	80.25	7.93	118.95
6	T-Shirt, Long Sleeve, Jerseys Brand: Jerseys 29L Sizes: S-XL Size: 2X Size: 3X	150 EACH 30 EACH 10 EACH	5.80	870.00	3.10	465.00	5.30	795.00	7.07	1,060.50
			7.45	223.50	4.90	147.00	6.85	205.50	8.43	252.90
			8.60	86.00	5.70	57.00	7.60	76.00	8.65	86.50

Item No.	Description	EAU UOM	Custom Concepts of St. Petersburg, Inc.	Omega Marketing Group, Inc. dba Uniform Wizard	Fast Lane Clothing Company, Inc.	DGG Tactical Supply, Inc.	
			St. Petersburg, FL Terms: 2%/10, Net 30 Delivery: 10 Days	St. Petersburg Terms: Net 30 Delivery: 14 Days	Tampa, FL Terms: Net 30 Delivery: 19 Days	Jacksonville, FL Terms: Net 30 Delivery: 45 Days	
			Unit Price	Unit Price	Unit Price	Unit Price	
			Extended Amount	Extended Amount	Extended Amount	Extended Amount	
7	Pants, Plain Front, Red Kap, Charcoal, Brown, Navy, Spruce, White Brand: Red Kap, PT20 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	1,600 EACH 300 EACH	13.00 15.00	13.30 15.98	14.99 20.00	16.93 28.31	27,088.00 8,493.00
8	Pants, Cargo, Red Kap, Navy Brand: Red Kap, PT86 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	70 EACH 5 EACH	20.00 23.00	18.80 22.50	19.99 39.99	23.93 28.71	1,675.10 143.55
9	Pants, Ladies, Elastic Waist, Red Kap, Spruce Brand: Red Kap, PT59 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	155 EACH 10 EACH	19.00 22.00	16.80 20.15	19.50 39.99	19.64 23.57	3,044.20 235.70
10	Shorts, Plain Front, Red Kap, Navy, Charcoal, Brown, Spruce Brand: Red Kap, PT26 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	95 EACH 5 EACH	14.40 18.00	12.98 15.60	14.99 24.99	15.29 18.34	1,452.55 91.70
11	Shorts, Cargo, Red Kap, Navy Brand: Red Kap, PT66 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	25 EACH 5 EACH	19.00 22.00	17.10 20.50	18.50 26.50	20.00 24.00	500.00 120.00
12	Collared Shirt, Short Sleeve, Poly/Cotton, Royal, Black, Sport Grey, Lt. Blue Brand: Jerzees 437 Size: 2X Size: 3X	350 EACH 100 EACH 50 EACH	5.25 8.00 8.00	4.80 7.20 7.60	7.10 8.75 8.95	NB NB NB	NB NB NB
13	Collared Shirt, Short Sleeve, Poly/Cotton, White, Lt. Blue Brand: Jerzees 436P Size: S-XL Size: 2X Size: 3X	90 EACH 20 EACH 10 EACH	6.75 10.15 11.05	6.60 9.70 10.10	8.50 9.15 9.50	NB NB NB	NB NB NB
14	Collared Shirt, Short Sleeve, Oxford, Dress Shirt, White, Lt. Grey, French Blue Brand: Edwards 1027 Size: 2X Size: 3X	40 EACH 10 EACH 5 EACH	20.50 23.00 24.00	17.50 21.00 22.75	16.45 20.00 22.00	NB NB NB	658.00 200.00 110.00

Item No.	Description	EAU UOM	Custom Concepts of St. Petersburg, Inc.	Omega Marketing Group, Inc. dba Uniform Wizard	Fast Lane Clothing Company, Inc.	DGG Tactical Supply, Inc.	
			St. Petersburg, FL Terms: 2%/10, Net 30 Delivery: 10 Days	St. Petersburg Terms: Net 30 Delivery: 14 Days	Tampa, FL Terms: Net 30 Delivery: 19 Days	Jacksonville, FL Terms: Net 30 Delivery: 45 Days	
			Unit Price	Unit Price	Unit Price	Unit Price	
			Extended Amount	Extended Amount	Extended Amount	Extended Amount	
15	Work Shirt, Short Sleeve, White, Lt. Green, Lt. Blue, Lt. Tan Brand: Red Kap SP24 Sizes: S-XL Size: 2X Size: 3X	350 EACH 100 EACH 50 EACH	10.00 12.00 12.00	8.65 10.40 10.40	10.50 12.50 13.50	12.31 14.77 14.77	4,308.50 1,477.00 738.50
16	Work Shirt, Long Sleeve, White, Lt. Green, Lt. Blue, Lt. Tan Brand: Red Kap SP14 Sizes: S-XL Size: 2X Size: 3X	300 EACH 75 EACH 30 EACH	12.00 14.00 14.00	10.65 12.80 12.80	11.55 13.50 14.00	14.77 16.46 16.46	4,431.00 1,234.50 493.80
17	Jacket, Lined Windbreaker Black, Royal Brand: Augusta 3100 Sizes: S-XL Size: 2X Size: 3X	100 EACH 40 EACH 5 EACH	16.00 18.00 20.00	16.00 19.65 22.60	13.20 16.20 19.20		NB NB NB
18	Jacket, Lined Windbreaker Brown Brand: Hartwell 201A Sizes: S-XL Size: 2X Size: 3X	20 EACH 10 EACH 5 EACH	16.00 18.00 20.00	14.20 16.20 17.50	18.00 19.00 20.00		NB NB NB
19	Jacket, Unlined, Waist Length Navy Brand: Red Kap JT36 Sizes: S-XL Size: 2X Size: 3X	20 EACH 10 EACH 5 EACH	29.00 37.00 37.00	26.40 31.70 31.70	28.00 33.00 34.00	30.93 37.11 37.00	618.60 371.10 185.00
20	Cap, Flexfit, Navy Brand: Yupoong 6277 One Size	200 EACH	7.00	7.10	6.00		NB
21	Cap, Beanie, Navy Brand: Yupoong 1501 One Size	110 EACH	3.00	2.75	2.35		NB
Group 1 Total:			75,922.50	76,596.10	79,192.40	86,764.95	
22	Group 2 - Discount Schedule Manufacturer: Discount from List Price:		Gildan 30%	Gildan 25%	Gildan 20%	Gildan 15%	
23	Manufacturer: Discount from List Price:		Auburn 30%	Outer Banks 25%	Outer Banks 20%	Auburn 15%	
24	Manufacturer: Discount from List Price:		Outer Banks 30%	Edwards 27%	Edwards 15%	BID NB	

Item No.	Description	EAU UOM	Custom Concepts of St. Petersburg, Inc.			Omega Marketing Group, Inc. dba Uniform Wizard			Fast Lane Clothing Company, Inc.			DGG Tactical Supply, Inc.		
			Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount	
25	Manufacturer: Discount from List Price:		Edwards 30%		Dickies 27%		Dickies 15%		Edwards NB		Jacksonville, FL Terms: Net 30 Delivery: 45 Days			
26	Manufacturer: Discount from List Price:		Dickies 30%		Red Kap 27%		Red Kap 15%		Dickies NB					
27	Manufacturer: Discount from List Price:		Red Kap 30%		Jerzees 25%		Jerzees 15%		Red Kap 20%					
28	Manufacturer: Discount from List Price:		Jerzees 30%		Jones 25%		Jones 20%		Jerzees 15%					
29	Manufacturer: Discount from List Price:		Devon & Jones 30%		Chestnut Hill 25%		Chestnut Hill 20%		Devon & Jones NB					
30	Manufacturer: Discount from List Price:		Chestnut Hill 30%		Ultra Club 25%		Ultra Club 15%		Chestnut Hill NB					
31	Manufacturer: Discount from List Price:		Ultra Club 30%		Harrington 25%		Harrington 15%		Ultra Club NB					
32	Manufacturer: Discount from List Price:		Harrington 30%		Big Accessories 25%		Big Accessories 15%		Harrington NB					
33	Manufacturer: Discount from List Price:		Big Accessories 30%		Yupoong 25%		Yupoong 15%		Big Accessories NB					
34	Manufacturer: Discount from List Price:		Yupoong 30%		Hartwell 25%		Hartwell 15%		Yupoong NB					
35	Manufacturer: Discount from List Price:		Hartwell 30%		Augusta 25%		Augusta 15%		Hartwell NB					
36	Manufacturer: Discount from List Price:		Augusta 30%		Authentic Pigment 25%		Authentic Pigment 25%		Augusta NB					
37	Manufacturer: Discount from List Price:		Authentic Pigment 30%		Cornerstone 25%		Cornerstone 15%		Authentic Pigment NB					
38	General Catalog Discount for Manufacturers Not Listed Discount from List Price: Discount from Catalog or "Call for" Price:		30% 30%		25% 25%		15% 15%		NB NB				Call for Price	

Item No.	Description	Uniforms of Tampa Corp.		Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba Pride Enterprises		LG Eaton Company, LLC dba Top It Off Imprints & Embroidery		
		EAU UOM	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Group 1 - Market Basket T-Shirt, Short Sleeve, Gildan Red, Royal, Grey, White, Safety Green Brand: Gildan 2000 Sizes: S-XL Size: 2X Size: 3X	1,950 EACH	\$3.40	\$6,630.00	\$3.95	\$7,702.50	\$2.97	\$5,791.50
		250 EACH	5.10	1,275.00	5.95	1,487.50	5.87	1,467.50
		200 EACH	5.20	1,040.00	7.95	1,590.00	6.87	1,374.00
2	T-Shirt, Long Sleeve, Gildan, Red, Royal, Grey, White, Safety Green Brand: Gildan, 2400 Sizes: S-XL Size: 2X Size: 3X	650 EACH	6.40	4,160.00	7.95	5,167.50	6.18	4,017.00
		140 EACH	8.40	1,176.00	9.95	1,393.00	7.58	1,061.20
		90 EACH	8.70	783.00	9.95	895.50	9.30	837.00
3	T-Shirt, Short Sleeve, with Pocket Gildan Orange, Lt. Blue Brand: Gildan, 2300 Sizes: S-XL Size: 2X Size: 3X	800 EACH	8.00	6,400.00	6.35	5,080.00	6.98	5,584.00
		150 EACH	10.50	1,575.00	9.95	1,492.50	9.21	1,381.50
		45 EACH	11.50	517.50	9.95	447.75	11.18	503.10
4	T-Shirt, Long Sleeve, with Pocket Hanes Orange, Lt. Blue Brand: Hanes, 5596 Sizes: S-XL Size: 2X Size: 3X	250 EACH	12.74	3,185.00	8.50	2,125.00	9.57	2,392.50
		75 EACH	14.74	1,105.50	10.50	787.50	10.34	775.50
		20 EACH	15.00	300.00	11.50	230.00	11.91	238.20
5	T-Shirt, Short Sleeve, Jerzees Brand: Jerzees 29M Sizes: S-XL Size: 2X Size: 3X	200 EACH	3.48	696.00	3.69	738.00	2.97	594.00
		50 EACH	5.48	274.00	5.69	284.50	5.54	277.00
		15 EACH	5.75	86.25	7.00	105.00	7.71	115.65
6	T-Shirt, Long Sleeve, Jerzees Brand: Jerzees 29L Sizes: S-XL Size: 2X Size: 3X	150 EACH	6.84	1,026.00	6.42	963.00	6.97	1,045.50
		30 EACH	8.84	265.20	8.95	268.50	8.39	251.70
		10 EACH	9.00	90.00	8.95	89.50	9.71	97.10

Item No.	Description	EAU UOM	Uniforms of Tampa Corp. Tampa, FL Terms: 2%/10, Net 30 Delivery: 15 Days	Prison Rehabilitative Industries & Diversified Enterprises, Inc. Brandon, FL Terms: Net 30 Delivery: 15 Days	LG Eaton Company, LLC dba Top It Off Imprints & Embroidery Tierra Verde, FL Terms: Net 30 Delivery: 21 Days
			Unit Price	Unit Price	Unit Price
			Extended Amount	Extended Amount	Extended Amount
7	Pants, Plain Front, Red Kap, Charcoal, Brown, Navy, Spruce, White Brand: Red Kap, PT20 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	1,600 EACH 300 EACH	13.50 17.50	14.78 22.00	21.86 33.55
8	Pants, Cargo, Red Kap, Navy Brand: Red Kap, PT88 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	70 EACH 5 EACH	18.00 22.00	21.78 32.00	29.73 47.90
9	Pants, Ladies, Elastic Waist, Red Kap, Spruce Brand: Red Kap, PT59 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	155 EACH 10 EACH	15.33 19.33	16.95 24.00	27.94 40.95
10	Shorts, Plain Front, Red Kap, Navy, Charcoal, Brown, Spruce Brand: Red Kap, PT26 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	95 EACH 5 EACH	12.80 16.80	14.00 21.00	20.98 34.94
11	Shorts, Cargo, Red Kap, Navy Brand: Red Kap, PT66 Standard Sizes per Part B - Scope of Services Custom Sizes per Part B - Scope of Services	25 EACH 5 EACH	16.53 20.53	15.00 22.00	25.73 48.96
12	Collared Shirt, Short Sleeve, Poly/Cotton, Royal, Black, Sport Grey, Lt. Blue Brand: Jerzees 437 Sizes: S-XL Size: 2X Size: 3X	350 EACH 100 EACH 50 EACH	8.00 10.00 12.00	8.00 10.50 10.50	6.67 8.39 8.69
13	Collared Shirt, Short Sleeve, Poly/Cotton, White, Lt. Blue Brand: Jerzees 436P Sizes: S-XL Size: 2X Size: 3X	90 EACH 20 EACH 10 EACH	10.34 16.66 18.00	9.75 11.48 11.48	8.39 10.86 11.39
14	Collared Shirt, Short Sleeve, Oxford, Dress Shirt, White, Lt. Grey, French Blue Brand: Edwards 1027 Sizes: S-XL Size: 2X Size: 3X	40 EACH 10 EACH 5 EACH	22.30 26.56 28.70	13.95 17.50 17.50	22.99 24.38 26.40
			Extended Amount	Extended Amount	Extended Amount
			21,600.00 5,250.00	23,648.00 6,600.00	34,976.00 10,065.00
			1,260.00 110.00	1,524.60 160.00	2,081.10 239.50
			2,376.15 193.30	2,627.25 240.00	4,330.70 409.50
			1,216.00 84.00	1,330.00 105.00	1,993.10 174.70
			413.25 102.65	375.00 110.00	643.25 244.80
			2,800.00 1,000.00 600.00	2,800.00 1,050.00 525.00	2,334.50 839.00 434.50
			930.60 333.60 180.00	877.50 229.60 114.80	755.10 217.20 113.90
			892.00 265.60 143.50	558.00 175.00 87.50	919.60 243.80 132.00

Item No.	Description	EAU UOM	Uniforms of Tampa Corp.		Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba Pride Enterprises		LG Eaton Company, LLC dba Top It Off Imprints & Embroidery	
			Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
15	Work Shirt, Short Sleeve, White, Lt. Green, Lt. Blue, Lt. Tan Brand: Red Kap SP24 Sizes: S-XL Size: 2X Size: 3X	350 EACH 100 EACH 50 EACH	10.00 11.00 12.00	3,500.00 1,100.00 600.00	11.45 12.45 13.45	4,007.50 1,245.00 672.50	16.49 17.24 17.94	5,771.50 1,724.00 897.00
16	Work Shirt, Long Sleeve, White, Lt. Green, Lt. Blue, Lt. Tan Brand: Red Kap SP14 Sizes: S-XL Size: 2X Size: 3X	300 EACH 75 EACH 30 EACH	11.00 12.00 13.00	3,300.00 900.00 390.00	11.95 12.95 13.95	3,585.00 971.25 418.50	17.99 18.74 19.44	5,397.00 1,405.50 583.20
17	Jacket, Lined Windbreaker Black, Royal Brand: Augusta 3100 Sizes: S-XL Size: 2X Size: 3X	100 EACH 40 EACH 5 EACH	18.00 24.00 26.00	1,800.00 960.00 130.00	14.95 17.95 20.95	1,495.00 718.00 74.75	19.97 21.44 24.44	1,997.00 857.60 122.20
18	Jacket, Lined Windbreaker Brown Brand: Hartwell 201A Sizes: S-XL Size: 2X Size: 3X	20 EACH 10 EACH 5 EACH	18.00 18.00 18.00	360.00 180.00 90.00	14.95 17.95 20.95	299.00 179.50 74.75	20.97 21.78 23.28	419.40 217.80 116.40
19	Jacket, Unlined, Waist Length Navy Brand: Red Kap JT36 Sizes: S-XL Size: 2X Size: 3X	20 EACH 10 EACH 5 EACH	30.00 34.00 36.00	600.00 340.00 180.00	26.95 31.95 31.95	539.00 319.50 134.75	35.98 38.97 39.97	719.60 389.70 199.85
20	Cap, Flexfit, Navy Brand: Yupoong 6277 One Size	200 EACH	10.00	2,000.00	7.20	1,440.00	7.79	1,558.00
21	Cap, Beanie, Navy Brand: Yupoong 1501 One Size	110 EACH	4.00	440.00	2.50	275.00	3.13	344.30
Group 1 Total:				<u>87,205.10</u>		<u>90,433.50</u>		<u>111,671.25</u>
22	Group 2 - Discount Schedule Manufacturer: Discount from List Price:			Gildan 20%		Gildan 10%		Gildan 15%
23	Manufacturer: Discount from List Price:			Outer Banks 20%		Outer Banks NB		Outer Banks NB
24	Manufacturer: Discount from List Price:			Edwards 20%		Edwards 8%		Edwards 10%

Item No.	Description	EAU UOM	Unit Price	Extended Amount	Manufacturer	Discount from List Price
25	Manufacturer: Discount from List Price:	Dickies	20%		Dickies	10%
26	Manufacturer: Discount from List Price:	Red Kap	20%		Red Kap	10%
27	Manufacturer: Discount from List Price:	Jerzees	20%		Jerzees	15%
28	Manufacturer: Discount from List Price:	Jones	20%		Jones	15%
29	Manufacturer: Discount from List Price:	Chestnut Hill	20%		Chestnut Hill	15%
30	Manufacturer: Discount from List Price:	Ultra Club	20%		Ultra Club	15%
31	Manufacturer: Discount from List Price:	Harrison	20%		Harrison	15%
32	Manufacturer: Discount from List Price:	Big Accessories	20%		Big Accessories	15%
33	Manufacturer: Discount from List Price:	Yupoong	20%		Yupoong	15%
34	Manufacturer: Discount from List Price:	Hartwell	20%		Hartwell	10%
35	Manufacturer: Discount from List Price:	Augusta	20%		Augusta	10%
36	Manufacturer: Discount from List Price:	Authentic Pigment	20%		Authentic Pigment	5%
37	Manufacturer: Discount from List Price:	Cornerstone	20%		Cornerstone	10%
38	General Catalog Discount for Manufacturers Not Listed Discount from List Price: "Call for" Price:		20%			10%
						15%

Uniforms of Tampa Corp.		Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba Pride Enterprises		LG Eaton Company, LLC dba Top It Off Imprints & Embroidery	
Item No.	Description	Unit Price	Extended Amount	Unit Price	Extended Amount
	Tampa, FL Terms: 2%/10, Net 30 Delivery: 15 Days			Tierra Verde, FL Terms: Net 30 Delivery: 21 Days	
	Dickies	20%		Dickies	10%
	Red Kap	20%		Red Kap	10%
	Jerzees	20%		Jerzees	15%
	Jones	20%		Jones	15%
	Chestnut Hill	20%		Chestnut Hill	15%
	Ultra Club	20%		Ultra Club	15%
	Harrison	20%		Harrison	15%
	Big Accessories	20%		Big Accessories	15%
	Yupoong	20%		Yupoong	15%
	Hartwell	20%		Hartwell	10%
	Augusta	20%		Augusta	10%
	Authentic Pigment	20%		Authentic Pigment	5%
	Cornerstone	20%		Cornerstone	10%
		20%			10%
		20%			15%

Item No.	Description	EAU UOM	Uniforms of Tampa Corp.	Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba Pride Enterprises	LG Eaton Company, LLC dba Top It Off Imprints & Embroidery
			Unit Price	Unit Price	Unit Price
			Extended Amount	Extended Amount	Extended Amount
Group 3: Finishing Services					
39	Silk Screen Camera Shot Burn Charge (included chemical cleanup charges)	1 JOB	\$12.00	\$8.00	\$0.28
40	Charge for Ink Color Change	1 JOB		5.00	0.08
41	Silk Screen Reset Charge	1 JOB		0.80	NB
42	Printing of Design on Garment, 1 Color per Side Charge	1 JOB	0.90	1.20	1.35
43	Printing of Design on Garment, 2 Colors per Side Charge	1 JOB	1.35	1.60	1.65
44	Printing of Design on Garment, 3 Colors per Side Charge	1 JOB	1.75	2.00	1.95
45	Printing of Design on Garment, 4 Colors per Side Charge	1 JOB	1.95	2.00	2.25
46	Flash Cure Charge	1 JOB	0.35	0.20	0.08
47	Embroidery Charge, Pelican Logo, 8,000 Stitches Including Set-Up for Work Shirts, Collared Shirts, Caps, and Jackets	1 JOB	6.00	4.00	4.25
48	Embroidery Charge, First 5,000 Stitches	1 JOB	4.00	2.00	3.50
49	Embroidery Charge, Additional 1,000 Stitches	1 JOB	0.50		0.35
50	Embroidery Setup Charge per 1,000 Stitches	1 JOB	5.00		5.00
51	Inseam Hemming in 1" increments for Long Pants	1 JOB	5.00	0	6.75
		Group 3 Total:	\$38.80	\$24.80	\$27.49
Group 1 and 3 Combined SubTotal:			\$87,243.90	\$90,458.30	\$111,698.74
SBE Discount:			0	0	0
2%/10, Net 30 Discount:			1,744.88	0	0
Grand Total:			\$86,203.90	\$90,458.30	\$111,698.74

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO CUSTOM CONCEPTS OF ST. PETERSBURG, INC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$200,000 FOR WORK UNIFORMS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Purchasing Department received seven bids for work uniforms pursuant to RFQ No. 5968 dated January 12, 2016; and

WHEREAS, Custom Concepts of St. Petersburg, Inc. has met the terms and conditions of RFQ No. 5968; and

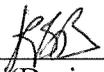
WHEREAS, the Purchasing Department in cooperation with the Parks and Recreation, Sanitation and Water Resources departments recommend approval of this award.

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 Custom Concepts of St. Petersburg, Inc. at an estimated annual cost not to exceed \$200,000 for work uniforms is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction, and

BE IT FURTHER RESOLVED that this agreement will be effective from the date of award through February 28, 2019.

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 February 18, 2016**

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing an agreement with Gallagher Benefit Services, Inc. for employee benefits consulting services for the Human Resources Department at an estimated annual cost of \$95,000.

Explanation: On October 20, 2011 City Council approved an agreement with Gallagher Benefit Services, Inc., effective through October 31, 2014. On October 16, 2014 City Council approved the first one year renewal of the agreement. This is the final renewal option.

The vendor provides technical assistance to the Human Resources Department which is responsible for the administration of the city's \$44.4 million FY16 group benefit program. The program includes health, dental, vision, life, disability, accidental death and dismemberment plans and flexible spending accounts for employees and retirees.

Specifically, the consultant will assist the city in obtaining the most comprehensive coverage at a reasonable cost, determine the annual costs and develop future projections for the city's self-funded plans, research and propose plan design modifications, assist with group benefit program proposal requests and provide analysis and guidance on compliance with federal and state laws.

The Procurement Department, in cooperation with the Human Resources Department, recommends for renewal:

Gallagher Benefit Services, Inc.\$95,000

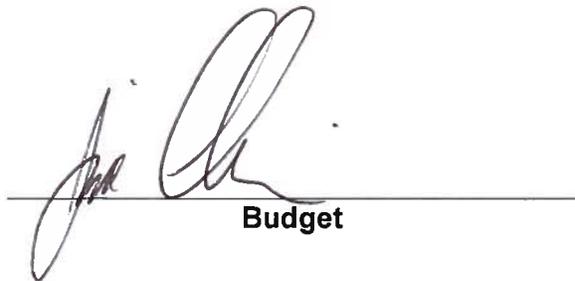
The vendor has agreed to hold prices firm under the terms and conditions of RFP 7168 dated July 14, 2011. Administration recommends renewal of the agreement based upon the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in rates. The renewal will be effective through October 31, 2016.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121) [\$80,750], Group Benefits account (0901177) and the Life Insurance Fund (5123) [\$14,250] Group Benefits account (0901177).

Attachment: Resolution

Approvals:


_____ **Administrative**


_____ **Budget**

A RESOLUTION APPROVING THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH GALLAGHER BENEFIT SERVICES, INC. FOR EMPLOYEE BENEFITS CONSULTING SERVICES FOR THE HUMAN RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$95,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 20, 2011, City Council approved an Agreement (Blanket Agreement) with Gallagher Benefit Services, Inc. ("Gallagher") with two one-year renewal options for employee benefits consulting services for the Human Resources Department at an estimated annual cost not to exceed \$95,000; and

WHEREAS, on October 16, 2014, City Council approved the first one-year renewal option of the Agreement; and

WHEREAS, the City desires to exercise the second and final one-year renewal option of the Agreement; and

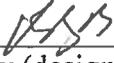
WHEREAS, the Purchasing Department, in cooperation with the Human Resources Department, recommends this renewal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the second and final one-year renewal option to the Agreement (Blanket Agreement) with Gallagher Benefit Services, Inc. for employee benefits consulting services for the Human Resources Department at an estimated annual cost not to exceed \$95,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that this renewal will be effective from the date of the award through October 31, 2016.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:



City Attorney (designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A resolution in accordance with Section 270.11(1), Florida Statutes ("F.S. 270.11(1)") establishing a City policy of choosing not to reserve certain mineral rights in all contracts and deeds for the sale of land executed by the City which is provided for in F.S. 270.11(1), for real property located within the city limits of the City of St. Petersburg; and providing an effective date.

EXPLANATION: It has been the policy of the City pursuant to Section 270.11(1), Florida Statutes ("F.S. 270.11(1)"), to reserve an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same (collectively "Mineral Rights") when selling City-owned real property.

In accordance with this requirement, when a City-owned property is sold, the City deed reserves the Mineral Rights, subject to the buyer presenting a Petition to Release the Mineral Rights ("Petition"). The reservation of the Mineral Rights to the City places a cloud on the title of property which is sold and must be waived via a petition process to facilitate routine sales of City-owned property. In 1987, City Council recognized this as a necessary procedure and through adoption of Resolution No. 87-802 provided Administration with the authority "*...to approve petitions for release of the reservation of certain mineral rights in any sale of City-owned property as provided for in Chapter 270.11 of the Florida Statutes and ...execute the necessary releases...*" Accordingly, the Petition became a standard addition to the real estate sale transaction process and a quit claim deed ("Quit Claim Deed") that released the Mineral Rights became a standard for the closing of the sale.

F.S. 270.11(1) has subsequently been amended to allow the City the right to choose not to reserve Mineral Rights. In the City's case, choosing not to reserve Mineral Rights removes the necessity for the Petition and the Quit Claim Deed. Therefore, choosing not to require the reservation of Mineral Rights will provide a more efficient process and reduce paperwork in the sale of City-owned property.

Since F.S. 270.11(1) permits the City to choose not to reserve Mineral Rights in all contracts and deeds for the sale of land executed by the City; City-owned real estate within the City of St. Petersburg is not currently zoned for mining purposes or other such exploration; elimination of the Petition and Quit Claim Deed process will reduce paperwork and create a more efficient process; and it is in the best interest of the City to amend its reservation of Mineral Rights policy as permitted by F.S. 270.11(1) to choose not to require the reservation of Mineral Rights.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution in accordance with Section 270.11(1), Florida Statutes ("F.S. 270.11(1)") establishing a City policy of choosing not to reserve certain mineral rights in all contracts and deeds for the sale of land executed by the City which is provided for in F.S. 270.11(1), for real property which is located within the city limits of the City of St. Petersburg; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration:

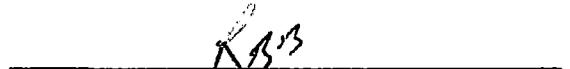


Handwritten signature of Alan D. Kelly with initials "AK" to the right.

Budget:

N/A

Legal:



Handwritten initials "KBS" above a horizontal line.

(As to consistency w/attached legal documents)

Legal: 00257128.doc V. 6

Resolution No. 2016 - _____

A RESOLUTION IN ACCORDANCE WITH SECTION 270.11(1), FLORIDA STATUTES ("F.S.270.11(1)") ESTABLISHING A CITY POLICY OF CHOOSING NOT TO RESERVE CERTAIN MINERAL RIGHTS IN ALL CONTRACTS AND DEEDS FOR THE SALE OF LAND EXECUTED BY THE CITY WHICH IS PROVIDED FOR IN F.S. 270.11(1), FOR REAL PROPERTY WHICH IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF ST. PETERSBURG; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been the policy of the City of St. Petersburg ("City")", pursuant to Section 270.11(1), Florida Statutes ("F.S. 270.11(1)"), to reserve an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same (collectively "Mineral Rights") when selling City-owned real property; and

WHEREAS, the reservation of the Mineral Rights to the City places a cloud on the title of property which is sold and must be waived via a petition process to facilitate routine sales of City-owned property; and

WHEREAS, in 1987, City Council recognized this as a necessary procedure and through adoption of Resolution No. 87-802 provided administration with the authority "*...to approve petitions for release of the reservation of certain mineral rights in any sale of City-owned property as provided for in Chapter 270.11 of the Florida Statutes and ...execute the necessary releases...*"; and

WHEREAS, in accordance with this requirement, when a City-owned property was sold, the City deed reserved the Mineral Rights, subject to the buyer presenting a Petition to Release the Mineral Rights ("Petition") and

WHEREAS, the Petition became a standard addition to the real estate sale transaction process and a City quit claim deed ("Quit Claim Deed") that released the Mineral Rights became a standard for the closing of the sale; and

WHEREAS, F.S. 270.11(1) has been subsequently amended and now provides the City the right to choose not to reserve said Mineral Rights which, by so choosing would remove the necessity for the Petition to release the Mineral rights and the resulting Quit Claim Deed; and

WHEREAS, choosing not to require the reservation of Mineral Rights will provide a more efficient process and reduce paperwork in the sale of City-owned property by eliminating the Petition and Quit Claim Deed; and

WHEREAS, since F.S. 270.11(1) permits the City to choose not to reserve Mineral Rights in all contracts and deeds for the sale of land executed by the City; City-owned real estate within the City of St. Petersburg is not currently zoned for mining purposes or other such exploration; elimination of the Petition and Quit Claim Deed process will reduce paperwork and create a more efficient process; and it is in the best interest of the City to amend its reservation of Mineral Rights policy as permitted by F.S. 270.11(1) to choose not to require the reservation of Mineral Rights.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that in accordance with Section 270.11(1), Florida Statutes ("F.S.270.11(1)") a City policy of choosing not to reserve certain mineral rights in all contracts and deeds for the sale of land executed by the City which is provided for in F.S. 270.11(1), for real property which is located within the city limits of the City of St. Petersburg is hereby established.

This Resolution shall become effective immediately upon its adoption.

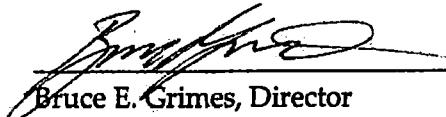
LEGAL:



City Attorney (designee)

Legal: 00257128.doc V. 6

APPROVED BY:



Bruce E. Grimes, Director

Real Estate & Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of \$36.00; to waive the reserve for replacement requirement; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management received a request from Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Greater Mt. Zion") to enter into a new license agreement for the use of the Vearl Scott Neighborhood Family Center located at 1201 - 7th Avenue South, St. Petersburg, located on a portion of City-owned Campbell Park ("Premises"), that Greater Mt. Zion has utilized for the purpose of facilitating social services to low-to moderate-income persons within the corporate limits of St. Petersburg through its Cross and Anvil Human Services program, since September 1, 2013.

Greater Mt. Zion's Cross and Anvil Human Services program consists of the following services:

- 1) Academic Support Services (FCAT and College Preparation, Computer Skills Training, GED Assistance, and Financial Literacy);
- 2) Mental Health Counseling (Crisis Intervention, Individual Counseling, and Trauma Informed Care Counseling);
- 3) Comprehensive Youth Mentoring;
- 4) Veterans Services (Counseling and Employment, Housing, and Treatment Referrals); and
- 5) Parental Engagements (Parent Effectiveness Training, School System Navigation & Advocacy Training, Teenage Pregnancy Prevention, Gang Prevention and Bullying).

Greater Mt. Zion ("Licensee") has executed a License Agreement ("Agreement"), for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The major business points of the Agreement are as follows:

- The aggregate fee is thirty-six dollars (\$36.00) for the entire term.
- Licensee is responsible for all interior and exterior maintenance of the Premises and utilities including, but not limited to, electricity, telephone, internet, water, gas, sewerage, garbage and trash collection, in addition to applicable taxes and insurance.

CB-a

- Licensee will maintain the interior and exterior of the building Systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to \$5,000 per occurrence.
- Subject to the availability of funds, as determined in the City's sole discretion, the City may make any repair that exceeds \$5,000, with the Licensee contributing the first \$5,000 per occurrence.
- City maintenance obligations are limited to repairs necessitated by structural defects in the Premises, the exterior, and amounts exceeding the specific expense caps noted above; and the City will provide for the grounds irrigation and maintenance surrounding the Premises.
- Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises.
- The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

The Licensee is required to enter into a CDBG Agency Agreement in conjunction with the proposed Agreement. The Agreement may be terminated 1) without cause by either party with ninety (90) days written notice prior to the scheduled date of termination; 2) by the City in its sole discretion if Licensee is not able to provide the neighborhood family center programs set forth in the Agreement; or 3) if Licensee is in default of the CDBG Agency Agreement.

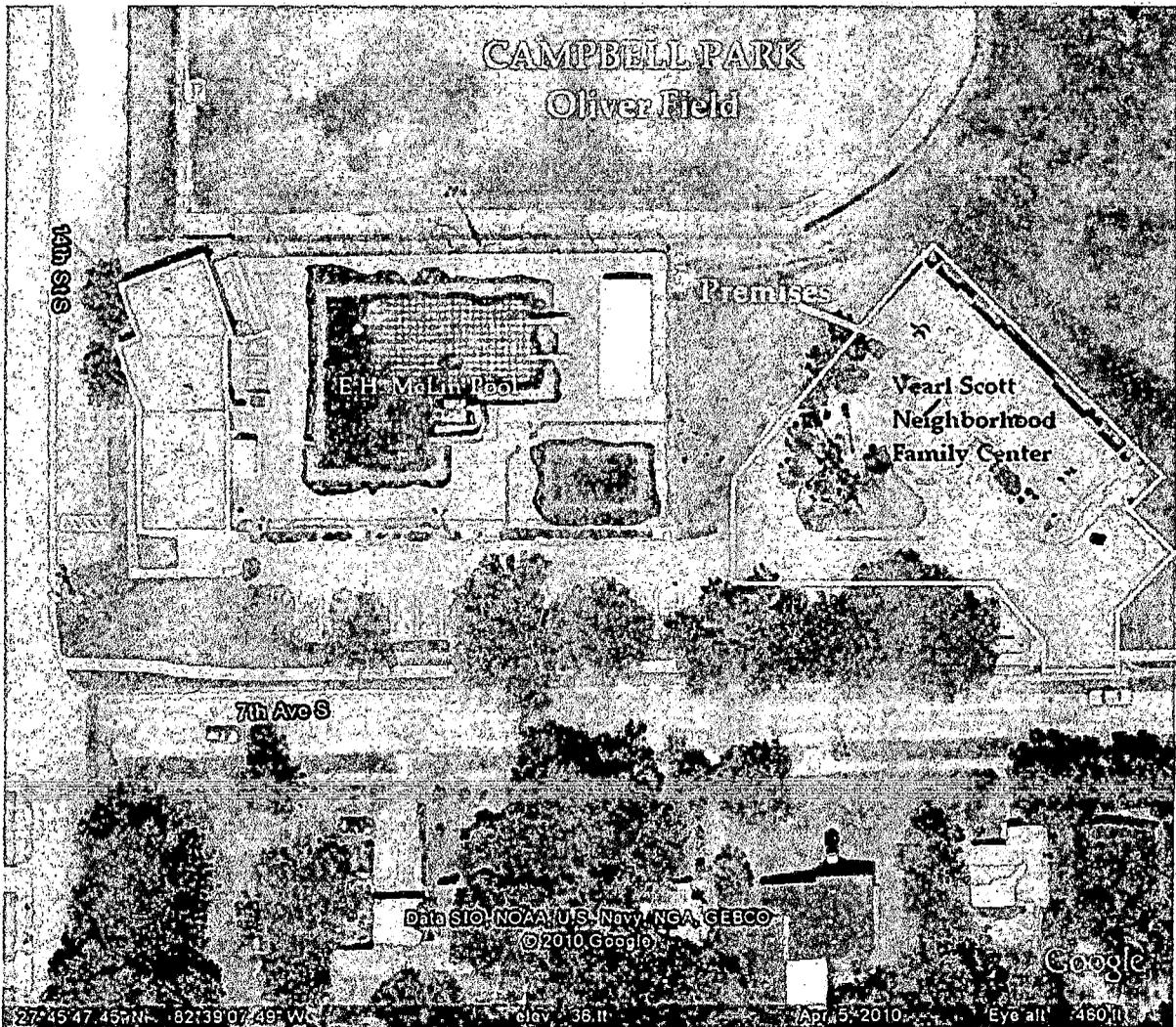
City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Due to the fact that CDBG funds were previously used in the rehabilitation of the building, Housing & Community Development indicated that nominal rent should be charged and it is recommended that the reserve for replacement requirement be waived.

These terms and conditions are consistent with prior leases with other non-profit organizations. Under the terms of the Agreement, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate rent of \$36.00; to waive the reserve for replacement requirement; and to execute all documents necessary to effectuate same; and providing an effective date.

ILLUSTRATION



1201 - 7th Avenue South, St. Petersburg, Florida

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH GREATER MT. ZION AFRICAN METHODIST EPISCOPAL CHURCH OF ST. PETERSBURG, FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF THE VEARL SCOTT NEIGHBORHOOD FAMILY CENTER, LOCATED AT 1201 - 7TH AVENUE SOUTH WITHIN A PORTION OF THE CITY-OWNED CAMPBELL PARK, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE RENT OF \$36.00; TO WAIVE THE RESERVE FOR REPLACEMENT REQUIREMENT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE. **(REQUIRES AFFIRMATIVE VOTE OF AT LEAST SIX (6) MEMBERS OF CITY COUNCIL.)**

WHEREAS, Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Licensee") desires to continue to license the Vearl Scott Neighborhood Family Center located at 1201 - 7th Avenue South, St. Petersburg, within a portion of City-owned Campbell Park ("Premises"), that the Licensee has utilized for the purpose of providing holistic community services to low-to moderate-income persons within the corporate limits of St. Petersburg, since September 1, 2013; and

WHEREAS, the proposed license agreement ("Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing the Lessee with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the Licensee will continue to facilitate services to low-to moderate-income persons within the corporate limits of St. Petersburg through its Cross and Anvil Human Services program, which consists of the following services: 1) Academic Support Services (FCAT and College Preparation, Computer Skills Training, GED Assistance, and Financial Literacy); 2) Mental Health Counseling (Crisis Intervention, Individual Counseling, and Trauma Informed Care Counseling); 3) Comprehensive Youth Mentoring; 4) Veterans Services (Counseling and Employment, Housing, and Treatment Referrals); and 5) Parental Engagements (Parent Effectiveness Training, School System Navigation & Advocacy Training, Teenage Pregnancy Prevention, Gang Prevention and Bullying); and

WHEREAS, the major business points of the Agreement are as follows:

- The aggregate fee is thirty-six dollars (\$36.00) for the entire term.
- Licensee is responsible for all interior and exterior maintenance of the Premises and utilities including, but not limited to, electricity, telephone, internet, water, gas, sewerage, garbage and trash collection, in addition to applicable taxes and insurance.
- Licensee will maintain the interior and exterior of the building Systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to \$5,000 per occurrence.
- Subject to the availability of funds, as determined in the City's sole discretion, the City may make any repair that exceeds \$5,000, with the Licensee contributing the first \$5,000 per occurrence.
- City maintenance obligations are limited to repairs necessitated by structural defects in the Premises, the exterior, and amounts exceeding the specific expense caps noted above; and the City will provide for the grounds irrigation and maintenance surrounding the Premises.
- Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises.
- The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination; and

WHEREAS, the Licensee is required to enter into a CDBG Agency Agreement in conjunction with the proposed Agreement; and

WHEREAS, the Agreement may be terminated 1) without cause by either party with ninety (90) days written notice prior to the scheduled date of termination; 2) by the City in its sole discretion if Licensee is not able to provide the neighborhood family center programs set forth in the Agreement; or 3) if Licensee is in default of the CDBG Agency Agreement; and

WHEREAS, the Agreement is in accordance with the policies established in Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived to reduce the organization's operating costs; and

WHEREAS, due to the fact that CDBG funds were previously used in the rehabilitation of the building, Housing & Community Development indicated that nominal rent should be charged and it is recommended that the reserve for replacement requirement be waived; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other non-profit organizations; and

WHEREAS, under the terms of the Agreement the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront Property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

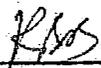
WHEREAS, the subject property is zoned Neighborhood Suburban Estate (NS-E).

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of \$36.00; to waive the reserve for replacement requirement; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

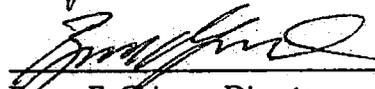


City Attorney (Designee)
Legal: 00257705.doc V. 1



Michael J. Jefferis, Director
Parks and Recreation

APPROVED BY:



Bruce E. Grimes, Director
Real Estate & Property Management

St. Petersburg City Council
Consent Agenda
Meeting of February 18, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a one year grant award from Pinellas County Solid Waste Operations, Pinellas County Municipal Reimbursement Grant in the amount of \$190,929.00 to fund recycling and recycling education programs, and to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: Pinellas County Municipal Recycling Reimbursement Grant Program is made available to municipalities to offset the cost of recycling programs. Reimbursable expenses under the program include construction cost for recycling facilities, recycling equipment purchases, recycling service contract payments, recycling staff salaries and benefits, public education and marketing of recycling programs and purchase of products made with post-consumer recycled content.

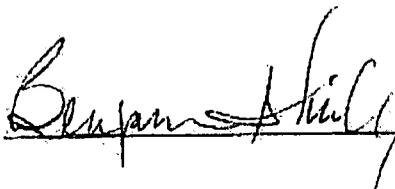
The program expenditure period is October 1, 2015 through September 30, 2016. Funds are awarded on a reimbursement basis of eligible program expenses.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a one year grant award between the Pinellas County Solid Waste Operations and the City of St Petersburg for the continuation of the Sanitation Department Recycling Programs, and to execute all documents necessary to effectuate this transaction; and providing an effective date

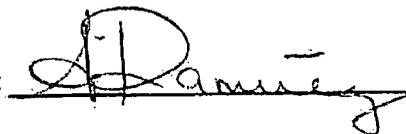
COST/FUNDING INFORMATION: Funds for the Sanitation Recycling Program have been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Department, Recycling (450 2297).

Approvals:

Administration:



Budget:



Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A ONE YEAR PINELLAS COUNTY SOLID WASTE OPERATIONS MUNICIPAL REIMBURSEMENT GRANT IN THE AMOUNT OF \$190,929.00 TO FUND RECYCLING PROGRAMS, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas County Solid Waste Operations has awarded a grant to the City of St. Petersburg in the amount of \$190,929.00 to fund recycling programs.

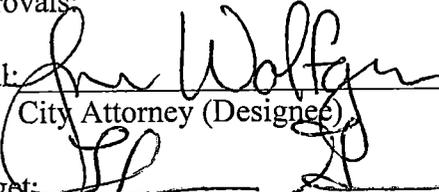
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to accept a one year Pinellas County Solid Waste Operations Municipal Reimbursement Grant in the amount of \$190,929.00 to fund recycling programs; and

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

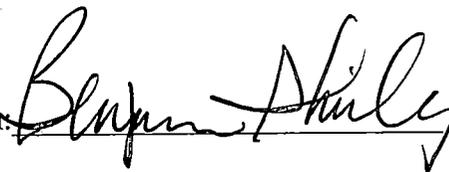
This resolution shall become effective immediately upon its adoption.

Approvals:

Legal:


City Attorney (Designee)

Administration:



Budget:



**Pinellas County Municipal Recycling Reimbursement Grant
Attachment B – Intent to Participate Form FY 2014 - 2016**

If a municipality intends to participate in the Municipal Recycling Reimbursement Grant Program, please complete, sign, and return this form to Jan Tracy, Pinellas County Solid Waste, 3095 14th Ave. N., St. Petersburg, FL 33716 or FAX to 464-7713 no later than December 18, 2015. This form may also be scanned and emailed to jtracy@pinellascounty.org. For questions, please call 727-464-7533 or email jtracy@pinellascounty.org.

Based upon the Initial Allocation of Pinellas County Municipal Recycling Grant Funds available to municipalities \$ \$190,927.66 (print/type grant amount listed on Attachment A) has been allocated to City of St. Petersburg (print/type name of municipality) for the fiscal year beginning October 1, 2015, and ending September 30, 2016.

These funds are available by reimbursement for expenses related to the municipality's recycling programs. Examples of reimbursable expenses include construction costs for recycling facilities, recycling equipment purchases, recycling service contract payments, recycling staff salaries and benefits, public education and marketing of recycling programs, and purchases of products made with post-consumer recycled content.

Reimbursement requests should be sent to the address on this form and must include the following:

- 1) A signed Reimbursement Request Form (Attachment C)
- 2) Proof of payment (copy of the check, general ledger, copy of invoice stating paid status or credit card statement)
- 3) An explanation (when necessary) to show how or what portion of a payment is related to the municipality's recycling program

Reimbursement requests for personnel expenses are eligible and require a copy of the payroll with a statement regarding the percentage of time the employee spends in recycling related support activities. The requests for personnel expenses should be for actual hours worked and not for vacation and other types of leave. Expenses for a contract hauler for recycling services are also eligible and require a copy of the invoice and proof of payment for grant reimbursement.

It is understood that if a municipality indicates that it will participate, but does not request any reimbursements, the municipality's allocation will **NOT** be available to any other municipality and that all unspent funds will be deposited in the Pinellas County Solid Waste reserve account at the end of the fiscal year. Work periods and reimbursement request deadlines are listed below:

Work Period	Reimbursement Request Due
October 1, 2015 – December 31, 2015	January 15, 2016
October 1, 2015 – March 31, 2016	April 15, 2016
October 1, 2015 – June 30, 2016	July 15, 2016
October 1, 2015 – September 30, 2016	September 15, 2016 (Final Request)

As a representative of City of St. Petersburg (municipality), the city/town intends to participate in this grant program by submitting reimbursement requests for recycling expenses as discussed above.

Gary G. Cornwell
Print/Type name of authorized municipal representative
with whom Pinellas County shall communicate in this regard

City Administrator
Title

Gary.g.cornwell@stpete.org
Email Address

(727) 893-7201
Phone

[Handwritten Signature]
Signature

11/13/15
Date

Pinellas County Government
Solid Waste Department
Municipal Recycling Grant Reimbursements
FY16

Total FY16 MRG Funding \$500,000

Municipality	Contact Name	Contact Title	Contact Address	Contact Phone	Participate?	Population 2015 - 2016	Final Grant Allocation 2015-2016	Percent Distribution
Town of Belleair	Micah Badana	Mgmt Analyst II	mbadana@townofbelleair.net	727-588-3769x237	Yes	3,887	\$2,941	0.59%
City of Belleair Beach	Allen Godfrey	Community Svcs Dir	agodfrey@cityofbelleairbeach.com	727-595-4646	Yes	1,571	\$1,189	0.24%
City of Belleair Bluffs	Debra Sullivan	City Clerk	dsullivan@belleairbluffs-fl.gov	727-584-2151	Yes	2,052	\$1,552	0.31%
Town of Belleair Shore	Robert Schmidt	Mayor	belleairshoremayor.bob@gmail.com	727-593-9296	Yes	107	\$81	0.02%
City of Clearwater	Katrina Miller	Recycling Specialist	katrina.miller@myclearwater.com	727-562-4933	Yes	109,340	\$82,720	16.54%
City of Dunedin	William Pickrum	Solid Waste Division Director	wpickrum@dunedinfl.net	727-298-3215	Yes	35,606	\$26,937	5.39%
City of Gulfport	Don Sopak	Public Works Director	dsopak@mygulfport.us	727-893-1089	Yes	12,145	\$9,188	1.84%
City of Indian Rocks Beach	Calvin Warren	Assistant Public Services Director	cwarren@irbcity.com	727-595-6889	Yes	4,176	\$3,159	0.63%
Town of Indian Shores	Elaine Jackson	Town Clerk	ejackson@myindianshores.com	727-474-7705	Yes	1,424	\$1,077	0.22%
Town of Kenneth City	Susan Scroggham	Town Clerk	scrogghams@Kennethcityfl.org	727-498-8948	Yes	5,011	\$3,791	0.76%
City of Largo	Michael Gordon	Solid Waste Manager	mgordon@largo.com	727-587-6760x4052	Yes	79,431	\$60,092	12.02%
City of Madeira Beach	Vincent Tenaglia	Assist. City Mgr./Finance Director	vtenaglia@madeirabeachfl.gov	727-391-9951	Yes	4,323	\$3,270	0.65%
Town of North Redington Beach	Mari Cambell	Town Clerk	townclerk@townofnrb.com	727-391-4848	Yes	1,430	\$1,082	0.22%
City of Oldsmar	Al Braithwaite	Administrative Services Director	Abraithwaite@myoldsmar.com	813-749-1107	Yes	13,859	\$10,485	2.10%
City of Pinellas Park	Tammy Hillier	Grants Coordinator	thillier@pinellas-park.com	727-396-5614	Yes	50,352	\$38,093	7.62%
Town of Redington Beach	Missy Clarke	Town Clerk	townclerk@townofredingtonbeach.com	727-391-3875	Yes	1,437	\$1,087	0.22%
Town of Redington Shores	Mary Palmer	Town Clerk	townclerk@townofredingtonshores.com	727-397-5538	Yes	2,147	\$1,624	0.32%
City of Safety Harbor	Raymond Boler	Public Works Director	Rboler@cityofsafetyharbor.com	727-724-1550	Yes	17,011	\$12,869	2.57%
City of St. Pete Beach	John Kretzer	Interim Public Services Director	jkretzer@stpetebeach.org	727-363-9247	Yes	9,367	\$7,086	1.42%
City of St. Petersburg	Regenia Williams		regenia.williams@stpete.org	727-893-7409	Yes	252,372	\$190,929	38.19%
City of Seminole	Jeremy Hockenbury	Director of Public Works	jhockenbury@myseminole.com	727-397-6383	Yes	17,754	\$13,431	2.69%
City of South Pasadena	Shawn Shimko	Assistant Public Works Director	sshimko@mysouthpasadena.com	727-384-0701	Yes	5,106	\$3,863	0.77%
City of Tarpon Springs	Diana Hugg	Sanitation Technician	dhugg@ctsfli.us	727-943-4837	Yes	24,220	\$18,323	3.66%
City of Treasure Island	Reid Silverboard	City Manager	rsilverboard@mytreasureisland.org	727-547-4575	Yes	6,782	\$5,131	1.03%
Total Municipality Population						660,910	\$500,000	100.00%
Unincorporated Area					N/A	272,348		
Total Pinellas County Population						933,258		
Total Participating Population						660,910		

Source: Florida Estimates of Population 2014, from the Bureau of Economic and Business Research, Univ of Florida. Provided by Pinellas County Planning Dept.