COUNCIL MEETING

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

CITY OF ST. PETERSBURG

April 21, 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 May 5, 2016 as the public hearing date for the following proposed Ordinance(s):

1. Approving the vacation of a portion of a 15-foot east/west right-of-way lying south of Farm 57, Pinellas Farms as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part, located north of the intersection of 22nd Avenue North and Tyrone Boulevard North and immediately north of the parcel located at 2201 Tyrone Boulevard North. (City File # 14-33000015)

2. Approving the vacation of a 20-foot wide portion of unimproved Weedon Drive Northeast adjacent to Lot 1 Florida Riviera Weedon Park, Plat 10 and Lot 22 Weedon Cove, Block 1, located southeast of 701 Weedon Drive Northeast. (City File 16-33000003)

E. Reports

1. Tampa Bay Regional Planning Council - (Oral) (Vice-Chair Rice)

2. A Resolution approving the agreement between the City of St. Petersburg and CycleHop, LLC (CycleHop) for CycleHop to set-up, manage, market, operate and maintain the City's Bike Share Program; Authorizing the City Attorney's Office to make non-substantive changes to the agreement; Authorizing the Mayor or his Designee to

execute the agreement and all other associated documents; Approving supplemental appropriations from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, the General Operating Fund (0001), BP Settlement funding in the amount of $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount of $500,000 to Bike Share (# TBD) to provide funding for the City's Bike Share Program; and providing an effective date.

3. Skyway Marina District Report/Update

4. 8-80 Cities

5. Approval of a Development and South Core Parking Agreement in support of the new James Museum. [Deferred to May 5, 2016 meeting]

6. Downtown Enterprise Facilities Department - Where We've Been and Where We're Going (Oral)

7. Resolution approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayors Office (0001-020) for the establishment and implementation of a city-wide tree planting program. [Deferred to May 5, 2016]

8. Resolution authorizing the Mayor or his designee to execute Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $151,500, for professional planning services to develop a streetscape and connectivity plan for the St. Pete Innovation District.

9. Resolution authorizing the Mayor or his designee to execute Task Order No. 12-12-KCA/GC to the Architect/Engineering Agreement between the City of St. Petersburg and Kisinger Campo and Associates, Corp. in the amount of $165,500 for professional planning services to develop an action plan for the Warehouse Arts District.

F. New Business

1. Referring to the ENRS Committee consideration of a St. Petersburg PACE (Property Assessed Clean Energy) program which adopts a multi-provider and open market approach to facilitate consumer choice and encourage competition. (Vice-Chair Rice)

2. Referring to the Public Services and Infrastructure Committee to consider a revision to our sign ordinance to allow an ad be placed on bus shelters that are constructed with private sector funds (Councilmember Nurse)

3. Referring to Public Services & Infrastructure Committee to continue the discussion on amending the Vehicle for Hire Ordinance with a focus on Transportation Network Companies, including background checks, insurance and handicap accessibility requirements. (Councilmember Kennedy)

4. Requesting a presentation from Pinellas County to Council on Mosquito Control. (Councilmember Kennedy)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (4/14/16 and 4/21/16)

   (a) Accepting the proposal and approving the three-year renewal option to Commercial Risk Management, Inc. for Workers' Compensation administration services; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and authorizing the Mayor or his designee to execute the agreement and all documents necessary to effectuate this transaction.

2. Youth Services Committee (4/14/16)

H. Legal

1. On Thursday, April 21, 2016 in City Council Chambers, at 4:00 p.m. or as soon thereafter as the same may be heard, an attorney-client session, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled Quade Everett, etc. v. City of St. Petersburg, etc., Case No. 8:14-cv-2508-T-36AEP. Any or all of the following persons will be attending: Charles Gerdes; Jim Kennedy; Ed Montanari; Darden Rice, Vice Chair; Steve Kornell; Karl Nurse; Lisa Wheeler-Brown; Amy Foster, Chair; Mayor Rick Kriseman; Jacqueline M. Kovilaritch, City Attorney; Jeannine Williams, Assistant City Attorney, Ken MacCollom, Assistant City Attorney; and Joseph Patner, Assistant City Attorney. The open City Council meeting will begin at 3:00 p.m. in City Council Chambers, 175 Fifth Street North, St. Petersburg, Florida. During the public meeting, the session will be closed at 4:00 p.m. or as soon thereafter as the closed session may be heard, and only those persons described above together with a certified court reporter will be allowed to be present. The subject matter of the meeting shall be confined to settlement negotiations and/or strategy related to litigation expenditures. At the conclusion of the closed session the meeting will be re-opened to the public and the closed session will be terminated.

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

Public Hearings

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

1. Confirming the preliminary assessment for Lot Clearing Number(s) LCA 1562 and 1563.

2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1210.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 436.

4. 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.

First Reading and First Public Hearings

Setting May 5, 2016 as the second reading and second public hearing date for the following proposed Ordinance(s).

5. Ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) creating NPUD-3 (Neighborhood Planned Unit Development-3) zoning district to allow multifamily structures as a residential housing type at a density not to exceed 5.0 units per acre. (City File LDR-2016-01)

J. Open Forum

K. Adjournment

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
April 21, 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.

(Purchasing)

1. Increasing the allocation of a three-year blanket purchase agreement with Morelli Landscaping, Inc. for landscape services for the Engineering and Capital Improvements Department, the Parks and Recreation Department and various other City departments by $1,500,000, for an estimated total cost of $4,500,000.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
April 21, 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 Safety Products Inc. for safety clothing and supplies at an estimated annual cost of $140,000.

(City Development)

2. Resolution authorizing the Mayor or his designee to execute Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $151,500, for professional planning services to develop a streetscape and connectivity plan for the St. Pete Innovation District. [MOVED TO REPORTS AS E-8]

3. Resolution authorizing the Mayor or his designee to execute Task Order No. 12-12-KCA/GC to the Architect/Engineering Agreement between the City of St. Petersburg and Kisinger Campo and Associates, Corp. in the amount of $165,500 for professional planning services to develop an action plan for the Warehouse Arts District. [MOVED TO REPORTS AS E-9]

4. Authorizing the Mayor, or his designee, to approve a supplemental appropriation of $75,000 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Frescos Building Repairs Project #15366 to make repairs to support structures under Frescos Restaurant and to execute all other documents necessary to effectuate this transaction.

5. Authorizing the Mayor, or his Designee, to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for the use of property located at 4240 35th Avenue South, St. Petersburg, within a portion of City-owned Clam Bayou, for a period of thirty-six (36) months, at a rent of $10.00 for the entire term 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.)

(Public Works)

6. Authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) (Agreement) in an amount not to exceed $50,000 for FY 2016 for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to

effectuate this transaction; and approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 93.

7. Authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) (Agreement) in an amount not to exceed $400,000 for FY 2016 for a portion of SR 594 (I-175); and to execute the Agreement and all other documents necessary to effectuate this transaction; and approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 594.

8. Authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) (Agreement) in an amount not to exceed $360,273 for FY 2016 for a portion of State Road 687 (US 92/4TH Street North); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $360,273 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 687.

9. Authorizing the Mayor or his designee to execute a District Seven Highway Beautification Maintenance Memorandum of Agreement (Agreement) for maintenance of landscaping of Gandy Boulevard from west of Dr. ML King Jr. St. N (9th St. N) to east of SR 687 (4th St. N) and all other documents necessary to effectuate the Agreement.

(Appointments)

10. Confirming the reappointment Christopher Eaton, Ashley Burke, Judith Powers, Derek Keys, and Catherine Woods as regular members to serve a three-year term ending September 20, 2018 to the Arts Advisory Committee.

11. Confirmation of appointment of Carol J. Smith as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2016 to the City Beautiful Commission.

12. Confirming the reappointment of Kimberly E. Ritrievy, Robert K. Doyle, and Gary A. Patterson as regular members with a two-year term ending March 31, 2018 the Investment Oversight Committee.

(Miscellaneous)

13. Authorizing the Mayor or his designee to accept $110,000 in full satisfaction of the Community Development Block Grant Mortgage to secure a loan recorded at O.R. BOOK 14112, Pages 421-428, public records of Pinellas County, Florida, encumbering the property located at 1750 16th Street South in St. Petersburg (Property) to facilitate the sale of the property, provided the new owner of the property enters into an agreement with the City to make best efforts to maintain the property as a retail post

office until January 1, 2031, or until the United States Postal Service terminates the retail postal service at the Property, whichever occurs first; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(a) Authorizing the Mayor, or his Designee, to execute a Quit Claim Deed to release the reversionary interest contained in the deed recorded in Official Record Book 6498, Page 722, and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542, Public Records of Pinellas County, Florida, for the property located at 1750 - 16th Street South, St. Petersburg, Florida.

14. Authorizing the Mayor to execute a Sister City agreement between the City of Isla Mujeres of the State of Quintana Roo of the United Mexican States and the City of St. Petersburg for the purpose of developing and enhancing the friendship and cooperation between the two cities and promoting mutual understanding between their peoples.

15. Confirmation of Appointment of Linda Friedman Ramirez as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2016. Confirmation of Appointment of Usha Prakash, and Erin Fabrizio as regular members to the International Relations Committee to serve an unexpired three-year term ending December 31, 2018.

16. Approving the City Council minutes of March 3, March 10, and March 17, 2016 City Council meeting.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee
Thursday, April 14, 2016, 8:00 a.m., Room 100

Youth Services Committee
Thursday, April 14, 2016, 10:30 a.m., Room 100

CRA/Agenda Review
Thursday, April 14, 2016, 1:30 p.m., Room 100

City Council Meeting
Thursday, April 14, 2016, 3:00 p.m., Council Chambers

Budget, Finance & Taxation Committee
Thursday, April 21, 2016, 8:00 a.m., Room 100

City Council Workshop: Council Priorities
Thursday, April 21, 2016, 10:30 a.m., Room 100

Energy, Natural Resources & Sustainability
Thursday, April 21, 2016, 1:00 p.m., Room 100

CITY OF ST. PETERSBURG
Board and Commission Vacancies

Civil Service Board
2 Alternate Members
(Term expires 6/30/17)

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

City Beautiful Commission
4 Regular Members
(Terms expire 12/31/16 and 12/31/18)

International Relations Committee
3 Regular Members

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SAINT PETERSBURG CITY COUNCIL

Meeting of April 21, 2016

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

SUBJECT: Ordinance approving a vacation of a portion of a 15 foot east west right-of-way lying South of Farm 57, Pinellas Farms as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part. Located north of the intersection of 22nd Avenue North and Tyrone Boulevard North and immediately north of the parcel located at 2201 Tyrone Boulevard North. (City File No.: 14-33000015)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for May 5, 2016.

The Request: The request is to vacate a 15 foot portion of an east west right-of-way north of the intersection of 22nd Avenue North and Tyrone Boulevard North and immediately north of the parcel located at 2201 Tyrone Boulevard North. This is an unused portion of right-of-way located between the subject parcel and a parcel to the north belonging to the Pinellas County School Board. This property was dedicated by plat to the City for use as right of way, and later declared surplus and available for sale. A Purchase and Sale Agreement was approved by City Council on February 18, 2016 which allows for the applicant to apply for the vacation of the right-of-way. This vacation is a condition of the approved Purchase and Sale Agreement.

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

Agency Review: This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC indicated that they have facilities in the area that would require an easement. TECO/Peoples Gas indicated that they may have facilities which could be affected. The Florida Department of Transportation requested an easement over their existing facilities.

Public Comments: No calls were received from the public in response to this application.

DRC Action/Public Comments: On April 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 right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall comply with the Engineering Conditions of Approval in the Engineering memorandum dated August 28, 2015.

2. Prior to recording the vacation ordinance, the applicant shall grant an easement acceptable to the Florida Department of Transportation to protect their existing facilities.

3. Prior to recording the vacation ordinance, the applicant shall grant a private easement or obtain a letter of no objection from Verizon Florida, LLC and TECO/Peoples Gas.

4. Prior to recording the vacation ordinance, the applicant shall replat the subject property along with the vacated portion of the right-of-way.

5. 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: DRC Staff Report, Attachment A – Parcel Map, Attachment B – Aerial Map, Attachment C – Engineering Memorandum dated August 28, 2015, Exhibit "A" – Sketch and Legal – 2 pages

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A PORTION OF A 15 FOOT EAST WEST RIGHT-OF-WAY LYING SOUTH OF FARM 57, PINELLAS FARMS AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART. LOCATED NORTH OF THE INTERSECTION OF 22ND AVENUE NORTH AND TYRONE BOULEVARD NORTH AND IMMEDIATELY NORTH OF THE PARCEL LOCATED AT 2201 TYRONE BOULEVARD 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 April 6, 2016 (City File No. 14-33000015):

Legal Description: See attached Exhibit "A" – Sketch and Legal – 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 the vacation ordinance, the applicant shall comply with the Engineering Conditions of Approval in the Engineering memorandum dated August 28, 2015.

2. Prior to recording the vacation ordinance, the applicant shall grant an easement acceptable to the Florida Department of Transportation to protect their existing facilities.

3. Prior to recording the vacation ordinance, the applicant shall grant a private easement or obtain a letter of no objection from Verizon Florida, LLC and TECO/Peoples Gas.

4. Prior to recording the vacation ordinance, the applicant shall replat the subject property along with the vacated portion of the right-of-way.

5. 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:

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

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CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION

DEVELOPMENT REVIEW COMMISSION
STAFF REPORT

REVISED 04.05.16
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 **April 6, 2016, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 14-33000015

ATLAS SHEET: P-12 / P-14

REQUEST: Vacation of a portion of a 15 foot east west right-of-way lying South of Farm 57, Pinellas Farms as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part. Located north of the intersection of 22nd Avenue North and Tyrone Boulevard North and immediately north of the parcel located at 2201 Tyrone Boulevard North.

APPLICANT: Tyrone 22, LLC
C. Donovan Smith
171 Church Street, Suite 300
Charleston, SC 29401

City of St. Petersburg
Real Estate and Property Management
P.O. Box 2482
St. Petersburg, FL 33714

ADDRESS / PARCEL ID NO.: 2201 Tyrone Boulevard North / 17/31/16/30168/001/0000

LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Suburban (CCS-1)

DISCUSSION:

Request The request is to vacate a 15 feet portion of an east west right-of-way north of the intersection of 22nd Avenue North and Tyrone Boulevard North and immediately north of the parcel at 2201 Tyrone Boulevard North. This is an unused portion of right-of-way located between the subject parcel and a parcel to the north belonging to the Pinellas County School Board. This property was dedicated by plat to the City for use as right of way, and later declared surplus and available for sale. A Purchase and Sale Agreement was approved by City Council on February 18, 2016 which allows for the applicant to apply for the vacation of the right-of-way. This vacation is a condition of the approved Purchase and Sale Agreement.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A" – 2 pages). The applicant's goal is to consolidate the property 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 **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.

This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC indicated that they have facilities in the area that would require an easement. TECO/Peoples Gas indicated that they may have facilities which could be affected. Suggested conditions of approval at the end of this report address these concerns.

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

The vacation of this segment of right-of-way will not impair or deny access to any lot of record. The applicant is the owner of the only abutting lot.

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 this segment of right-of-way will not adversely impact the existing roadway network.

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 City's Transportation and Real Estate Departments have determined that there is no present or future use for this portion of the right-of-way.

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

As part of the Real Estate transaction mentioned above, the City has been granted additional right-of-way to the east of the subject site. No other factors have been raised for consideration.

B. Comprehensive Plan

There are no policies in the City's Comprehensive Plan which apply to this request.

C. Adopted Neighborhood or Special Area Plans

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: This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC indicated that they have facilities in the area that would require an easement. TECO/Peoples Gas indicated that they may have facilities which could be affected. No calls were received from the public in response to this application.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall comply with the Engineering Conditions of Approval in the Engineering memorandum dated August 28, 2015.

2. Prior to recording the vacation ordinance, the applicant shall grant an easement acceptable to the Florida Department of Transportation to protect their existing facilities.

3. Prior to recording the vacation ordinance, the applicant shall grant a private easement or obtain a letter of no objection from Verizon Florida, LLC and TECO/Peoples Gas.

4. Prior to recording the vacation ordinance, the applicant shall replat the subject property along with the vacated portion of the right-of-way.

5. 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:

4-5-16

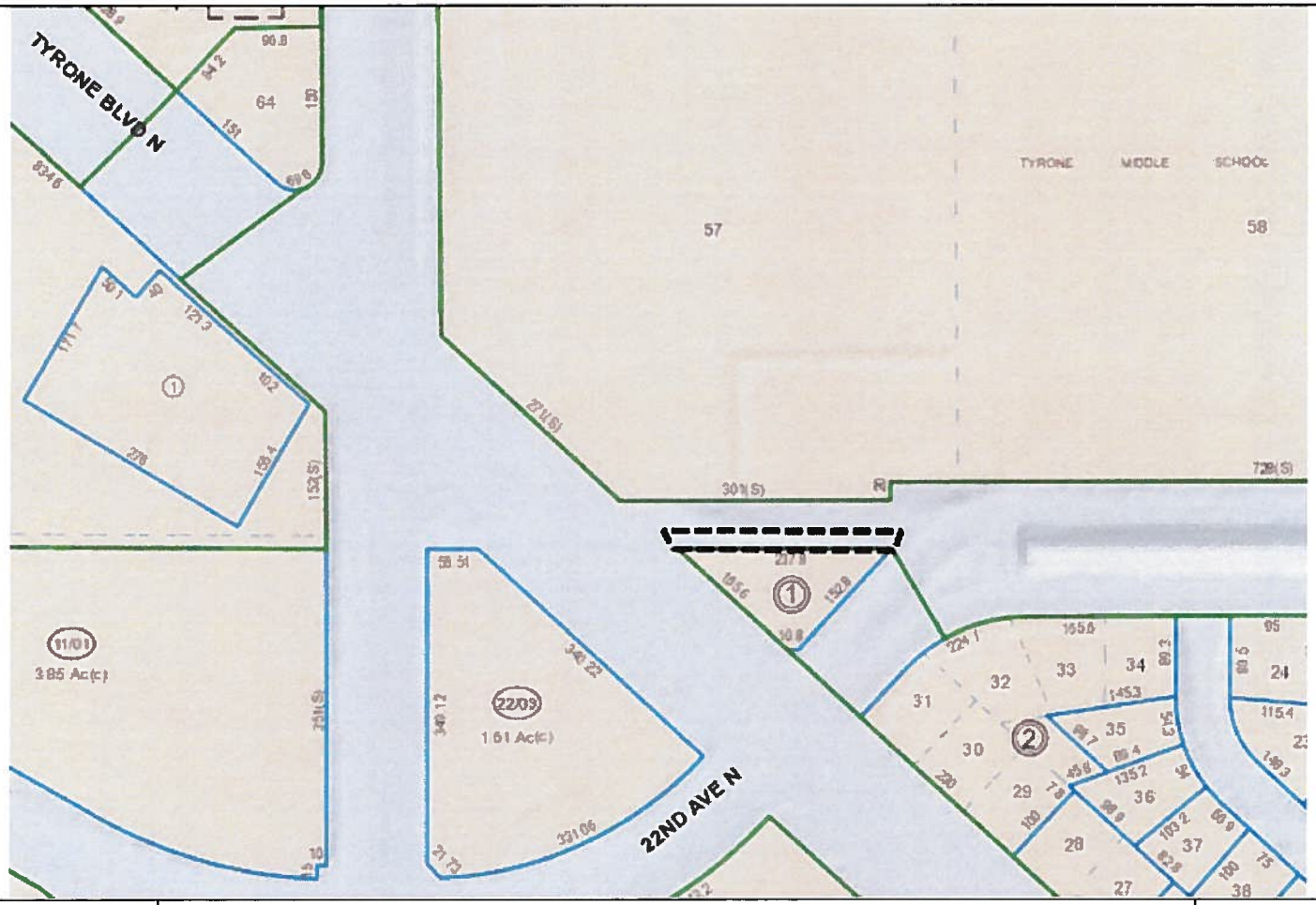
KATHRYN YOUNKIN, AICP, LEED AP BD+C, Deputy Zoning Official DATE
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

4-5-16

ELIZABETH ABERNETHY, AICP, Zoning Official (POD) DATE
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Engineering Memorandum dated August 28, 2015
Exhibit "A" – Sketch and Legal – 2 pages



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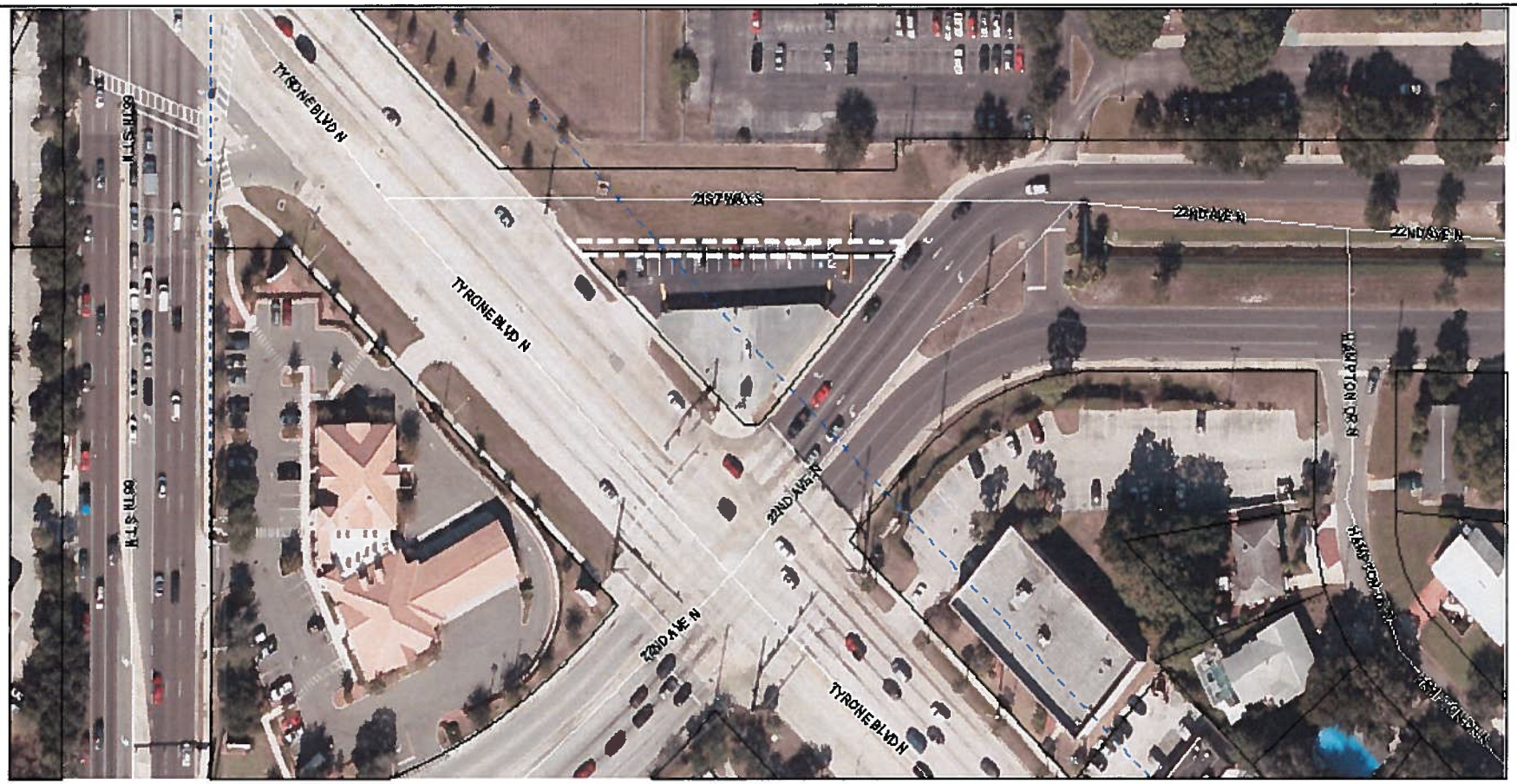
City of St. Petersburg, Florida
Development Review Services
Attachment "A"
Case No.: 14-33000015
Address: 2201 Tyrone Boulevard North

N↑
(nts)



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City of St. Petersburg, Florida
Development Review Services
Attachment "B"
Case No.: 14-33000015
Address: 2201 Tyrone Boulevard North

N↑
(nts)

Attachment "C"

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Crook, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE August 28, 2015

SUBJECT: Right-of-Way Vacation

FILE: 14-33000015

LOCATION: 2205 Tyrone Boulevard North
PIN: 17/31/16/30168/001/0000
ATLAS: P-12, P-14
PROJECT: Right-of-Way Vacation

REQUEST: Approval of a right of way vacation.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the right of way vacation provided that the following are added as conditions of approval:

1. A replat is required as a condition of this right of way vacation and an easement of sufficient width for maintenance of the existing FDOT box culvert must be dedicated to FDOT on the replat. The applicant shall coordinate directly with FDOT to determine necessary easement width.

2. The applicant shall as a condition of the required replat dedicate additional right of way for 22nd Avenue North along the eastern frontage of the property sufficient to provide for a future intersection improvement to create a second right turn from 22nd Avenue North to Tyrone Boulevard.

NED/PHF/jw

pc: Kelly Donnelly
Reading File
Correspondence File
2015 Right of way Vacation File – 14-33000015
Subdivision File, GARDEN MANOR – SECTION ONE

DESCRIPTION SKETCH
(Not a Survey)

Exhibit "A"

DESCRIPTION: Platted Right-of-Way (to be vacated)

A portion of 15 foot right-of-way lying South of FARM 57, PINELLAS FARMS as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part of, lying in Section 8, Township 31 South, Range 16 East, 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 as shown on Florida Department of Transportation Right-of-Way Map Section 1501-112 (202); thence N.47°45'00"W., 22.23 feet along said Northeasterly right-of-way line of TYRONE BOULEVARD to the Southerly boundary line of FARM 57, PINELLAS FARMS as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part of; thence N.89°49'00"E., 251.78 feet along said Southerly boundary line of FARM 57; thence S.41°32'13"W., 20.09 feet to 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 S.89°49'00"W., 222.00 feet along said Northerly boundary line of Block 1, same being said Southerly boundary line of Section 8 to the POINT OF BEGINNING.

Containing 3,553 square feet, more or less.

NOTE:
SEE SHEET 2 FOR SKETCH AND LEGEND.

NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.
2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper
3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

SHEET 1 OF 2

REVISIONS

Description	Date	Dwn.	Ck'd	Order No.
Revised per comments	3-22-16	MAC		2140048

Drawn: JMP | Checked: | Client No: ___
Original No.: 2140048 | Current No.: 2140048

SURVEYORS CERTIFICATE
The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R Fowler 3/22/16
SCOTT R. FOWLER — DATE OF SIGNATURE
FLORIDA REGISTERED LAND SURVEYOR NO. 5185
Drawing Date: 08-18-14

Tampa (813) 621-7841
Fax (813) 664-1832
Web Page: www.lesc.com
LANDMARK ENGINEERING & SURVEYING CORPORATION
8515 Palm River Road, Tampa, Florida 33619
CERTIFICATE OF AUTHORIZATION NO. LB 3913

Sec.: 8 Twp.: 31 S. Rge.: 16 E.

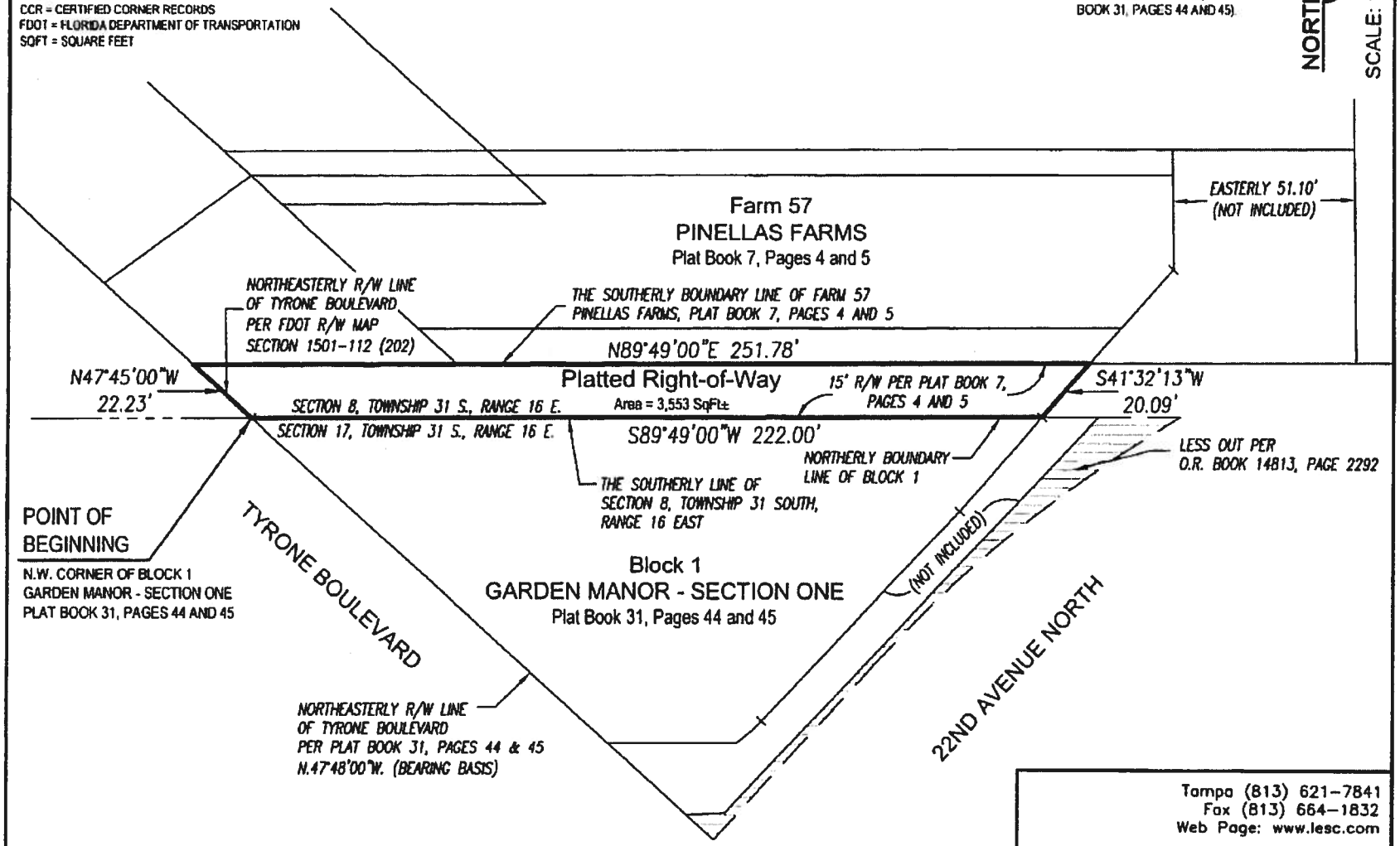
DESCRIPTION SKETCH
(Not a Survey)

LEGEND:
SEC = SECTION TWP = TOWNSHIP RGE = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
CCR = CERTIFIED CORNER RECORDS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
SQFT = SQUARE FEET

BASIS OF BEARINGS:
NORTHEASTERLY R/W LINE OF TYRONE BOULEVARD BEARS N 47°45'00"W., (PLAT BOOK 31, PAGES 44 AND 45).

NORTH

SCALE: 1" = 40'



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LANDMARK
ENGINEERING & SURVEYING CORPORATION
8515 Palm River Road, Tampa, Florida 33619
CERTIFICATE OF AUTHORIZATION NO. LB 3913

SHEET 2 OF 2

NOTE:
SEE SHEET 1 FOR DESCRIPTION AND NOTES

Drawn: MAC
Job No.: 2140048

Sec.: 8 Twp.: 31 S. Rge.: 16 E.

DESCRIPTION SKETCH
(Not a Survey)

Exhibit "A"

DESCRIPTION: Platted Right-of-Way (to be vacated)

A portion of 15 foot right-of-way lying South of FARM 57, PINELLAS FARMS as recorded in Plat Book 7, Pages 4 and 5 of the Public Records of Hillsborough County, Florida, of which Pinellas County, Florida was formerly a part of, lying in Section 8, Township 31 South, Range 16 East, being more particularly described as follows:

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Containing 3,553 square feet, more or less.

SHEET 1 OF 2

NOTE:
SEE SHEET 2 FOR SKETCH AND LEGEND

NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.
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3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

REVISIONS

Description	Date	Dwn.	Ck'd	Order No.
Revised per comments	3-22-16	MAC	SRF	2140048

Drawn: JMP | Checked: | Client No: ___

Original No.: 2140048 | Current No.: 2140048

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R Fowler 3/22/16

SCOTT R. FOWLER — DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 08-18-14

Tampa (813) 621-7841
Fax (813) 664-1832
Web Page: www.lesc.com

LANDMARK ENGINEERING & SURVEYING CORPORATION

8515 Palm River Road, Tampa, Florida 33619
CERTIFICATE OF AUTHORIZATION NO. LB 3913

Sec.: 8 Twp.: 31 S. Rge.: 16 E.

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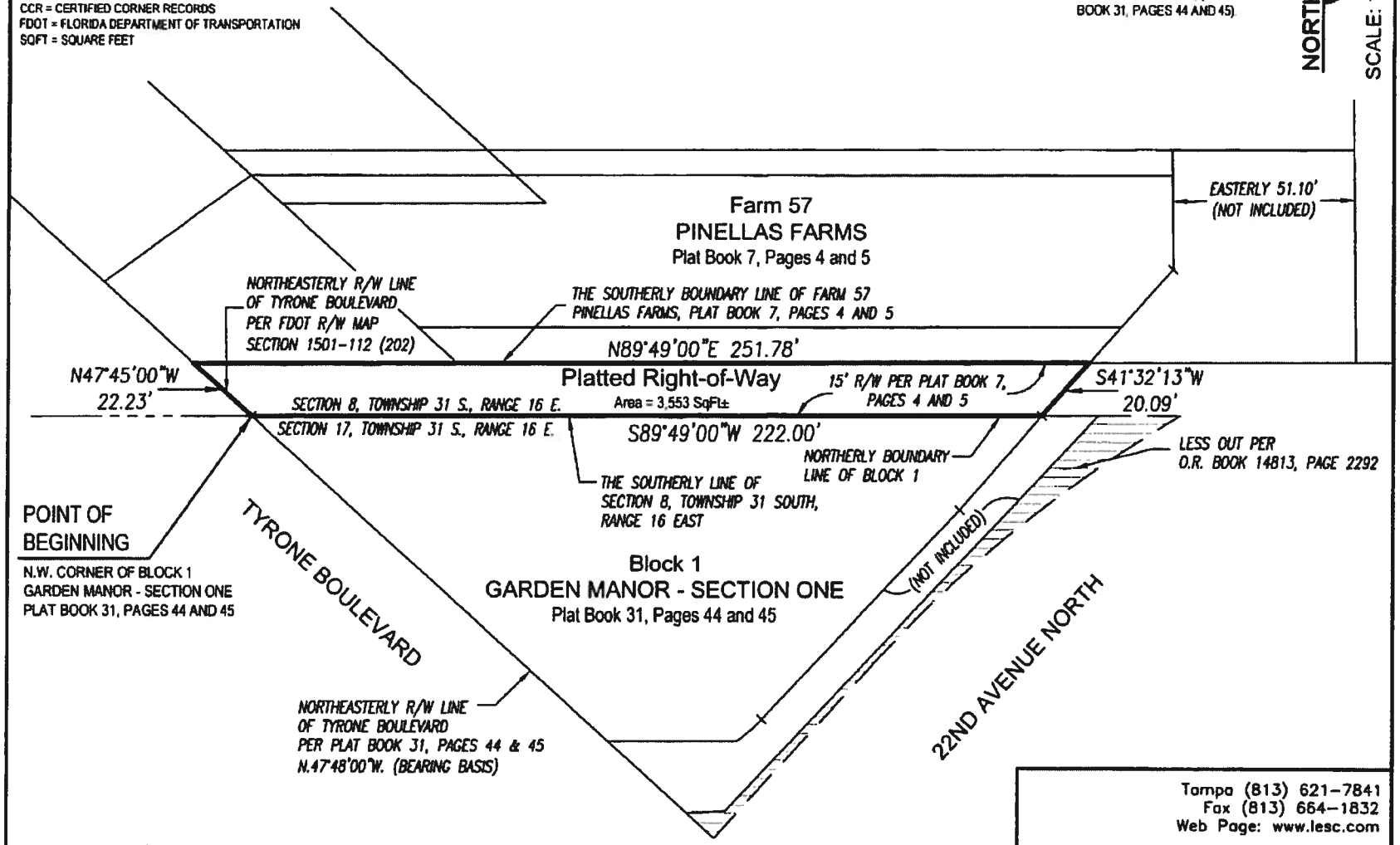
BASIS OF BEARINGS:
NORTHEASTERLY R/W LINE OF TYRONE BOULEVARD BEARS N.47°45'00"W., (PLAT BOOK 31, PAGES 44 AND 45).

NORTH

SCALE: 1" = 40'



SHEET 2 OF 2

NOTE:
SEE SHEET 1 FOR DESCRIPTION AND NOTES.

Drawn: MAC
Job No.: 2140048

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SAINT PETERSBURG CITY COUNCIL

Meeting of April 21, 2016

TO:	The Honorable Amy Foster, Chair, and Members of City Council
SUBJECT:	Ordinance approving a vacation of a 20-foot wide portion of unimproved Weedon Drive Northeast adjacent to Lot 1 Florida Riviera Weedon Park, Plat 10 and Lot 22 Weedon Cove, Block 1. Located southeast of 701 Weedon Drive Northeast. (City File No.: 16-33000003)
RECOMMENDATION:	The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for May 5, 2016

The Request: The request is to vacate an unimproved 20 foot wide portion of Weedon Drive Northeast located immediately north and west of Lot 1 Florida Riviera Weedon Park.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A"). The applicant's goal is to obtain additional land in order to have a larger buildable area on the adjacent Lot 1.

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

Agency Review: This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC and Duke Energy Transmission indicated that they have facilities in the area that would require an easement.

Public Comments: Three calls were received from the public in response to this application, one noted concerns with mangrove trimming and the Duke Utility line, the other two requested more information, but did not indicate an objection.

DRC Action/Public Comments: On April 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 right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall provide an easement to Verizon Florida, LLC and an easement to Duke Energy or obtain a letter of no objection.

2. Plans for development of the adjacent vacant Lot (Lot 1, Florida Riviera Weedon Park Plat 10) shall demonstrate compliance with the applicable protection of, and setback from, the adjacent wetland areas.

Attachments: DRC Report, Attachment A – Parcel Map, Attachment B – Aerial Map, Attachment C – Subdivision Plat, Attachment D - Engineering Comments dated March 7, 2016, Exhibit "A" – Sketch and Legal Description – 2 pages

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 20-FOOT WIDE PORTION OF UNIMPROVED WEEDON DRIVE NORTHEAST ADJACENT TO LOT 1 FLORIDA RIVIERA WEEDON PARK, PLAT 10 AND LOT 22 WEEDON COVE, BLOCK 1. LOCATED SOUTHEAST OF 701 WEEDON DRIVE NORTHEAST; 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 April 6, 2016 (City File No. 16-33000003):

Legal Description: See Attached Exhibit "A" Sketch and Legal – 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 the vacation ordinance, the applicant shall provide an easement to Verizon Florida, LLC and an easement to Duke Energy or obtain a letter of no objection.

2. Plans for development of the adjacent vacant Lot (Lot 1, Florida Riviera Weedon Park Plat 10) shall demonstrate compliance with the applicable protection of, and setback from, the adjacent wetland areas.

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:

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CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION

DEVELOPMENT REVIEW COMMISSION
STAFF REPORT

VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on **April 6, 2016, at 2:00 P.M.** in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.:	16-33000003
PLAT SHEET:	D-46
REQUEST:	Approval of a vacation of a 20-foot wide portion of unimproved Weedon Drive Northeast adjacent to Lot 1 Florida Riviera Weedon Park, Plat 10 and Lot 22 Weedon Cove, Block 1. Located southeast of 701 Weedon Drive Northeast.
OWNER:	Robert Whirley 701 Weedon Drive Northeast Saint Petersburg, Florida 33702-2761
ADDRESSES &:	700 Weedon Drive Northeast; 20-30-17-28656-000-0010
PARCEL ID NOS.:	701 Weedon Drive Northeast; 20-30-17-95730-001-0220
LEGAL DESCRIPTION:	On File
ZONING:	Neighborhood Suburban Estates (NSE)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate an unimproved 20 foot wide portion of Weedon Drive Northeast located immediately north and west of Lot 1 Florida Riviera Weedon Park.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A"). The applicant's goal is to obtain additional land in order to have a larger buildable area on the adjacent Lot 1.

A previous application in 2008 (Case No. 08-33000013) for the entire 40 foot width of the right-of-way was denied by the DRC and it was suggested at the time that a vacation of 20 feet could be supported.

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.

This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC and Duke Energy Transmission indicated that they have facilities in the area that would require an easement. Suggested conditions of approval at the end of this report address these concerns.

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

The vacation of this segment of right-of-way will not impair or deny access to any lot of record, Lot 1 is the only affected Lot and will still have access to the improved portion of Weedon Drive Northeast through this vacated portion of the right-of-way.

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 subject section of Weedon Drive Northeast was dedicated via plat in 1925 (Florida Riviera Part of Plat No. 10 known as Weedon Park). The vacation of this unimproved segment of right-of-way will not adversely impact the existing roadway network. There are no dedications on the plat which would be affected if the requested vacation is approved. Access to the waterfront will still be available through the remaining 20 foot portion of Weedon Drive Northeast.

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.

Staff found no evidence that the right-of-way is currently needed or used for public access either vehicular or pedestrian. The City's Transportation and Real Estate Departments have determined that there is no present or future use for this portion of the right-of-way for transportation. There may be a need for pedestrian public access in the future which can be accommodated in the remaining 20 feet of dedicated right-of-way.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

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

While this case will not be subject to replat requirements, this goal will be met by retaining a 20 foot wide portion of this unimproved right-of-way for pedestrian access.

C. Adopted Neighborhood or Special Area Plans

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 This request was routed to City Departments and utility agencies for review. Verizon Florida, LLC and Duke Energy Transmission indicated that they have facilities in the area that would require an easement. Three calls were received from the public in response to this application, one noted concerns with mangrove trimming and the Duke Utility line, the other two requested more information, but did not indicate an objection.

RECOMMENDATION. Staff recommends **APPROVAL** of the proposed right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall provide an easement to Verizon Florida, LLC and an easement to Duke Energy or obtain a letter of no objection.

2. Plans for development of the adjacent vacant Lot (Lot 1, Florida Riviera Weedon Park Plat 10) shall demonstrate compliance with the applicable protection of, and setback from, the adjacent wetland areas.

REPORT PREPARED BY:

3-30-16

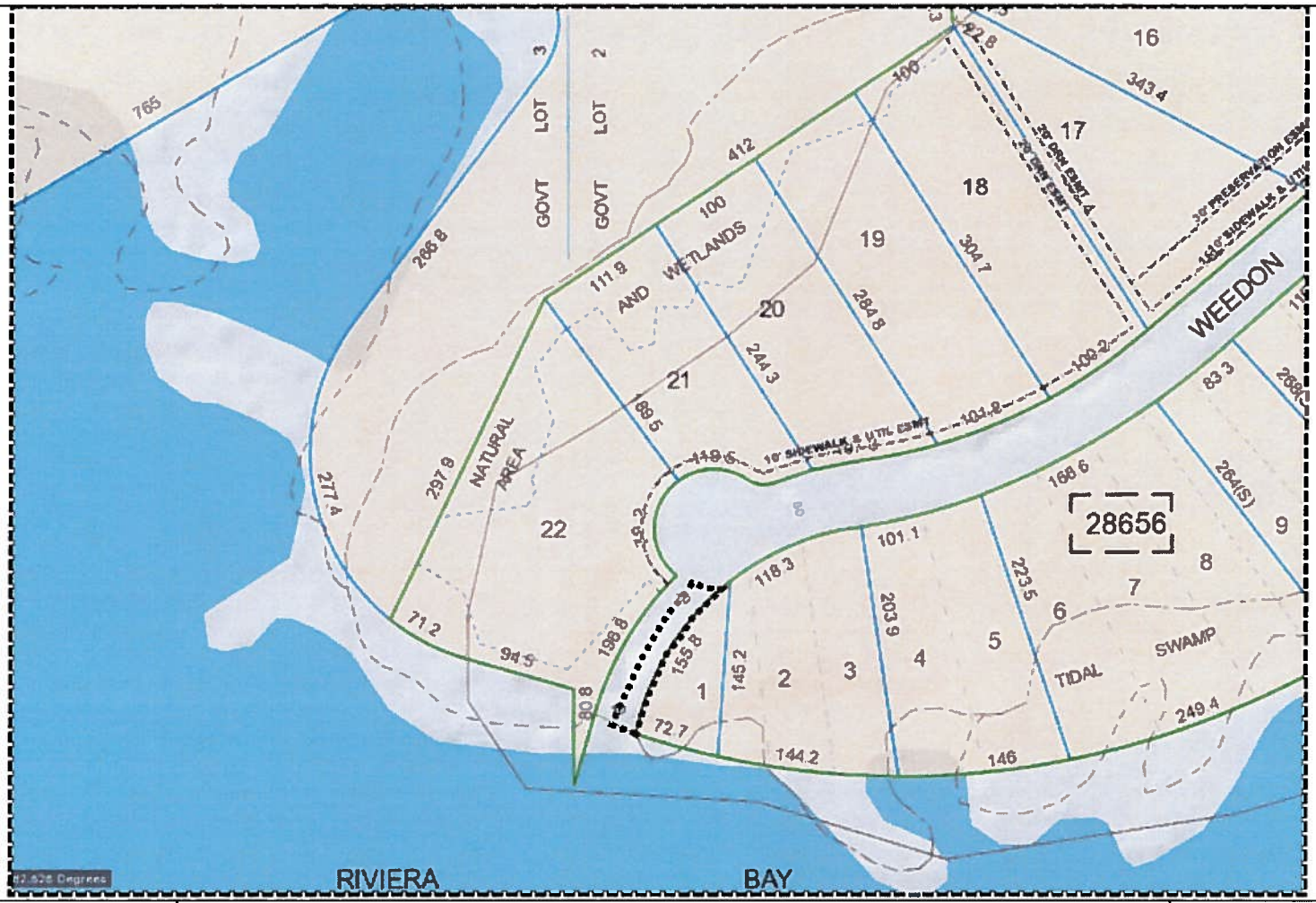
KATHRYN YOUNKIN, AICP, LEED, AP BD+C, Deputy Zoning Official — DATE
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

Elizabeth Abernethy — 3-30-16

ELIZABETH ABERNETHY, AICP, Zoning Official (POD) — DATE
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Subdivision Plat, D - Engineering Comments dated March 7, 2016, Exhibit "A" – Sketch and Legal Description – 2 pages



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City of St. Petersburg, Florida
Development Review Services
Attachment "A"
Case No.: 16-33000003
Address: 700 & 701 Weedon Drive Northeast

N↑
(nts)

st.petersburg
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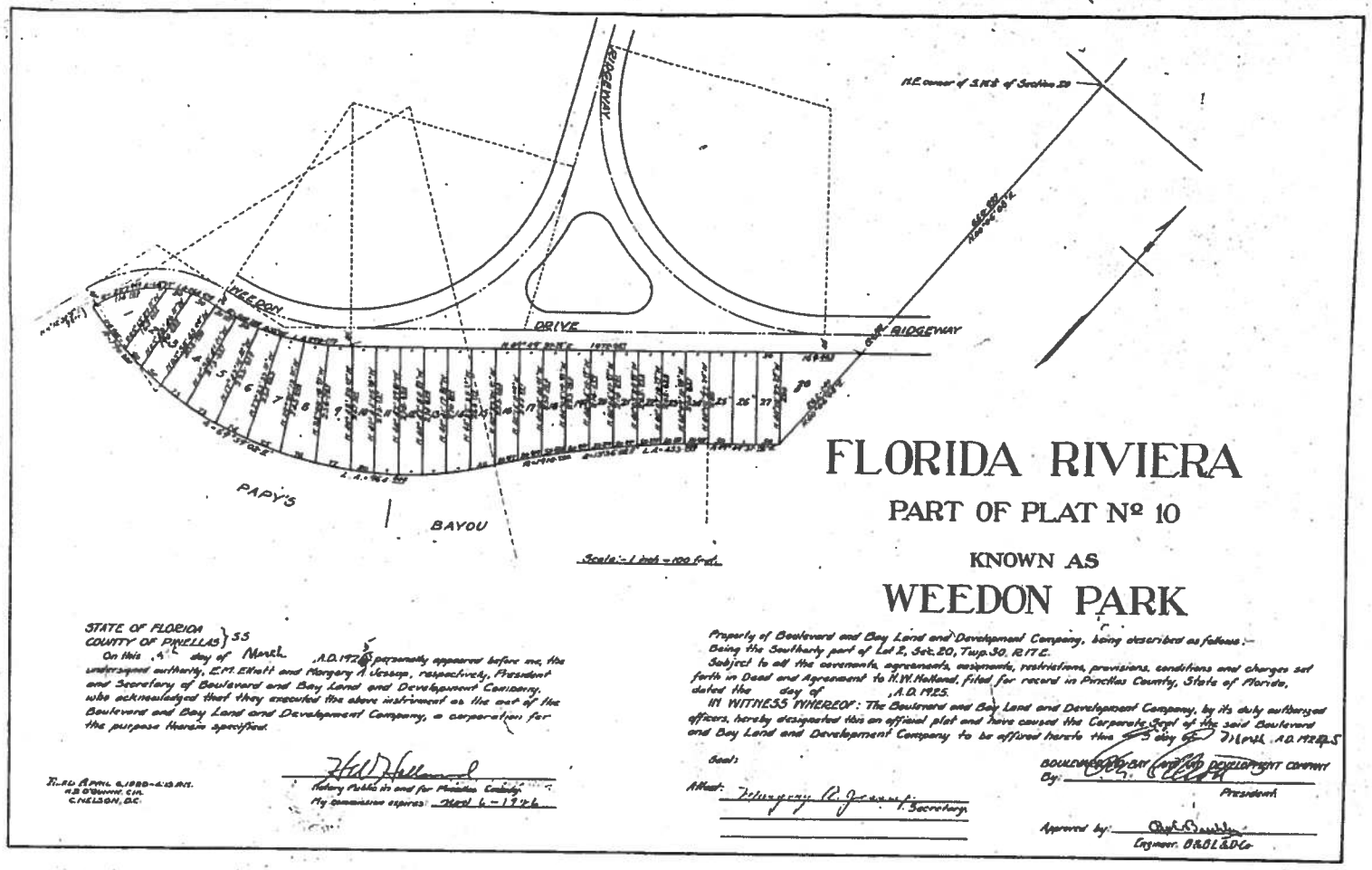
City of St. Petersburg, Florida
Development Review Services
Attachment "B"
Case No.: 16-33000003
Address: 700 & 701 Weedon Drive Northeast

N↑
(nts)



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City of St. Petersburg, Florida
Development Review Services
Attachment "C"
Case No.: 16-33000003
Address: 700 & 701 Weedon Drive Northeast

N↑
(nts)

Attachment "D"

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: March 7, 2016

SUBJECT: Right-of-Way Vacation

FILE: 16-33000003

LOCATION: 700 – 701 Weedon Drive Northeast
PIN: 20/30/17/28565/000/0100; 20/30/17/95730/001/0220
ATLAS: D-46
PROJECT: Right-of-Way Vacation

REQUEST: Approval of a vacation of a portion of unimproved Weedon Drive Northeast adjacent to Lot 1 Florida Riviera Weedon Park, Plat 10 and Lot 22 Weedon Cove, Block 1.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the partial right-of-way vacation with the exception that it will create a substandard half width right of way. The basis for City acceptance of the partial right of way vacation is to preservc the northern half of the right of way for public access to the waterfront rather than for future roadway construction.

NED/MJR/jw

pc: Kelly Donnelly
Reading File
Correspondence File

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

PARTIAL RIGHT-OF-WAY VACATION

Exhibit "A"

DESCRIPTION:

THE SOUTHEASTERLY 1/2 OF A 40 FOOT WIDE PLATTED RIGHT-OF-WAY ADJACENT TO LOT 22, BLOCK 1, WEEDON COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND LOT 1, FLORIDA RIVIERA, PART OF PLAT NO. 10, KNOWN AS WEEDON PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 8 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID 40 FOOT RIGHT-OF-WAY BEING THE SOUTHERLY EXTENSION OF WEEDON DRIVE N.E., THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF AFORESAID LOT 1, WEEDON PARK FOR A POINT OF BEGINNING, THENCE RUN S.16°16'40"W. A DISTANCE OF 9.69 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE RUN N.73°42'02"W. 20.00 FEET; THENCE RUN N.16°16'58"E. A DISTANCE OF 9.73 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 247.47 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 131.63 FEET, HAVING A CHORD BEARING OF N.31°31'35"E. AND A CHORD DISTANCE OF 130.08 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 33.57 FEET, HAVING A CHORD BEARING OF N.87°14'16"E. AND HAVING A CHORD DISTANCE OF 32.94 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AFORESAID LOT 1, SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 227.469 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 146.14 FEET, HAVING A CHORD BEARING OF S.34°41'00"W. AND A CHORD DISTANCE OF 143.64 FEET TO THE AFOREMENTIONED POINT OF TANGENCY OF LOT 1 AND THE POINT OF BEGINNING.

CONTAINING 2910 SQUARE FEET.

REVISED: 2/11/16
PREPARED: 10/08/15

FOR: BOB WHIRLEY

THIS IS NOT A SURVEY

This Legal Description and Sketch was prepared without the benefit of a title search and is subject to all easements, Rights-of-Way, and other matters of record.

NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job#: 1510-17
Drawn: DS

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17.052, Florida Administrative Code.

JOHN C. BRENDLA
Florida Surveyor & Mapper Registration No. 1269
Certificate of Authorization No. 760

JOHN C. BRENDLA
STATE OF FLORIDA
REGISTERED
LICENSED
SURVEYOR

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 2

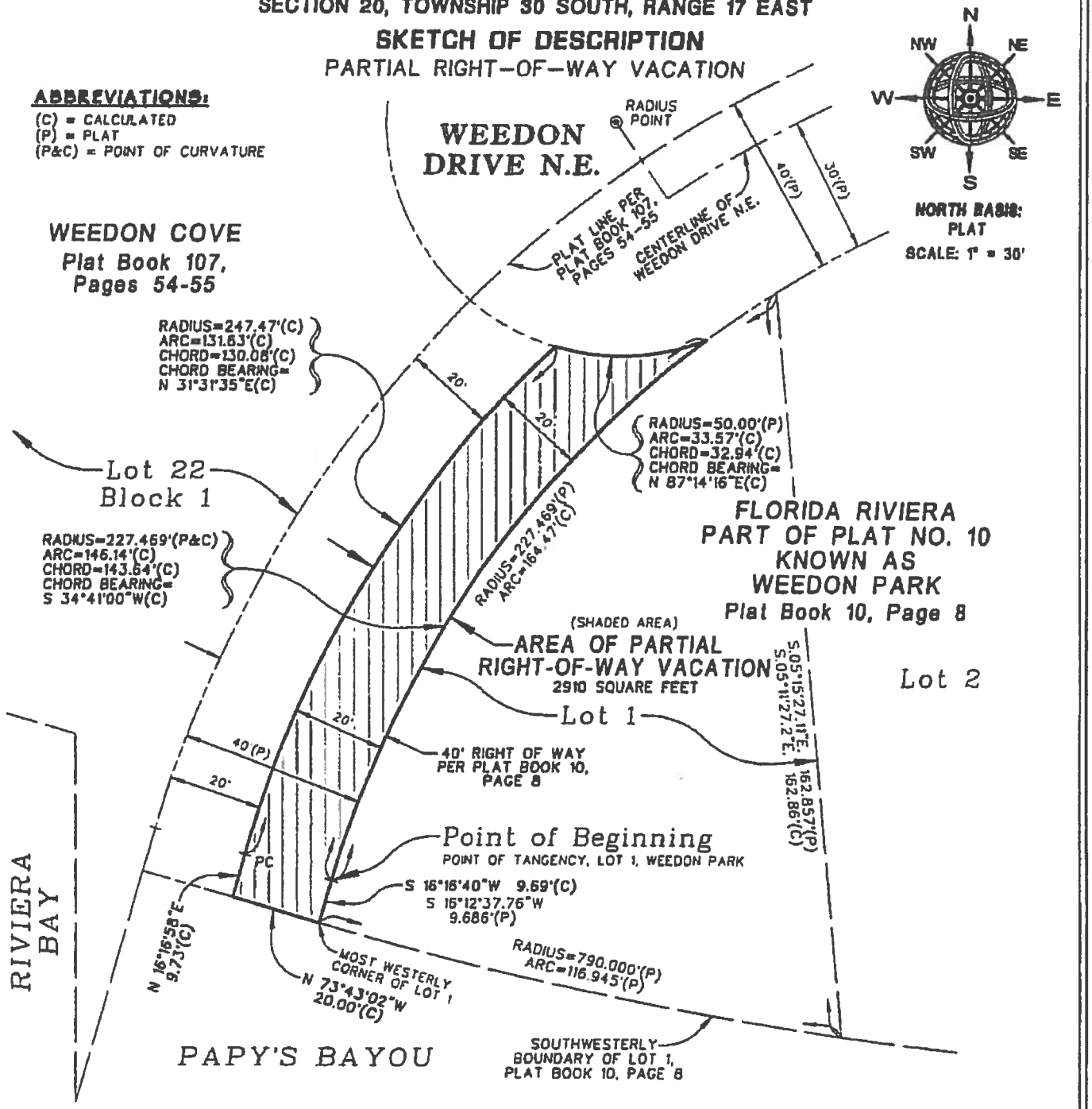
SECTION 20, TOWNSHIP 30 SOUTH, RANGE 17 EAST

SKETCH OF DESCRIPTION

PARTIAL RIGHT-OF-WAY VACATION

ABBREVIATIONS:

(C) = CALCULATED
(P) = PLAT
(P&C) = POINT OF CURVATURE



REVISED: 2/11/16
PREPARED: 10/08/15

FOR: BOB WHIRLEY

THIS IS NOT A SURVEY

Job#: 1510-17
Drawn: DS

Basis of Bearings:
TANGENT RIGHT-OF-WAY PORTION OF LOT 1, WEEDON PARK, AS BEING S.16°16'40"W., CALCULATED.

Geometry Note:
BEARINGS AND DISTANCES SHOWN HEREON AS CALCULATED (C), ARE BASED ON FIELD MEASURED GEOMETRY.

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

PARTIAL RIGHT-OF-WAY VACATION

Exhibit "A"

DESCRIPTION:

THE SOUTHEASTERLY 1/2 OF A 40 FOOT WIDE PLATTED RIGHT-OF-WAY ADJACENT TO LOT 22, BLOCK 1, WEEDON COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND LOT 1, FLORIDA RIVIERA, PART OF PLAT NO. 10, KNOWN AS WEEDON PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 8 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID 40 FOOT RIGHT-OF-WAY BEING THE SOUTHERLY EXTENSION OF WEEDON DRIVE N.E., THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF AFORESAID LOT 1, WEEDON PARK FOR A POINT OF BEGINNING, THENCE RUN S.16°16'40"W. A DISTANCE OF 9.69 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE RUN N.73°42'02"W. 20.00 FEET; THENCE RUN N.16°16'58"E. A DISTANCE OF 9.73 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 247.47 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 131.63 FEET, HAVING A CHORD BEARING OF N.31°31'35"E. AND A CHORD DISTANCE OF 130.08 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 33.57 FEET, HAVING A CHORD BEARING OF N.87°14'16"E. AND HAVING A CHORD DISTANCE OF 32.94 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AFORESAID LOT 1, SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 227.469 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 146.14 FEET, HAVING A CHORD BEARING OF S.34°41'00"W. AND A CHORD DISTANCE OF 143.64 FEET TO THE AFOREMENTIONED POINT OF TANGENCY OF LOT 1 AND THE POINT OF BEGINNING.

CONTAINING 2910 SQUARE FEET.

REVISED: 2/11/16
PREPARED: 10/08/15

FOR: BOB WHIRLEY

THIS IS NOT A SURVEY

This Legal Description and Sketch was prepared without the benefit of a title search and is subject to all easements, Rights-of-Way, and other matters of record.

NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job#: 1510-17
Drawn: DS

I hereby certify that the Legal Description and Sketch represented hereon meets the requirements of Chapter 5J-17.052, Florida Administrative Code.

JOHN C. BRENDLA
Florida Surveyor & Mapper Registration No. 1269
Certificate of Authorization No. 760

JOHN C. BRENDLA
CERTIFICATE
No. 1269
STATE OF FLORIDA
PROFESSIONAL
LICENSED
SURVEYOR

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
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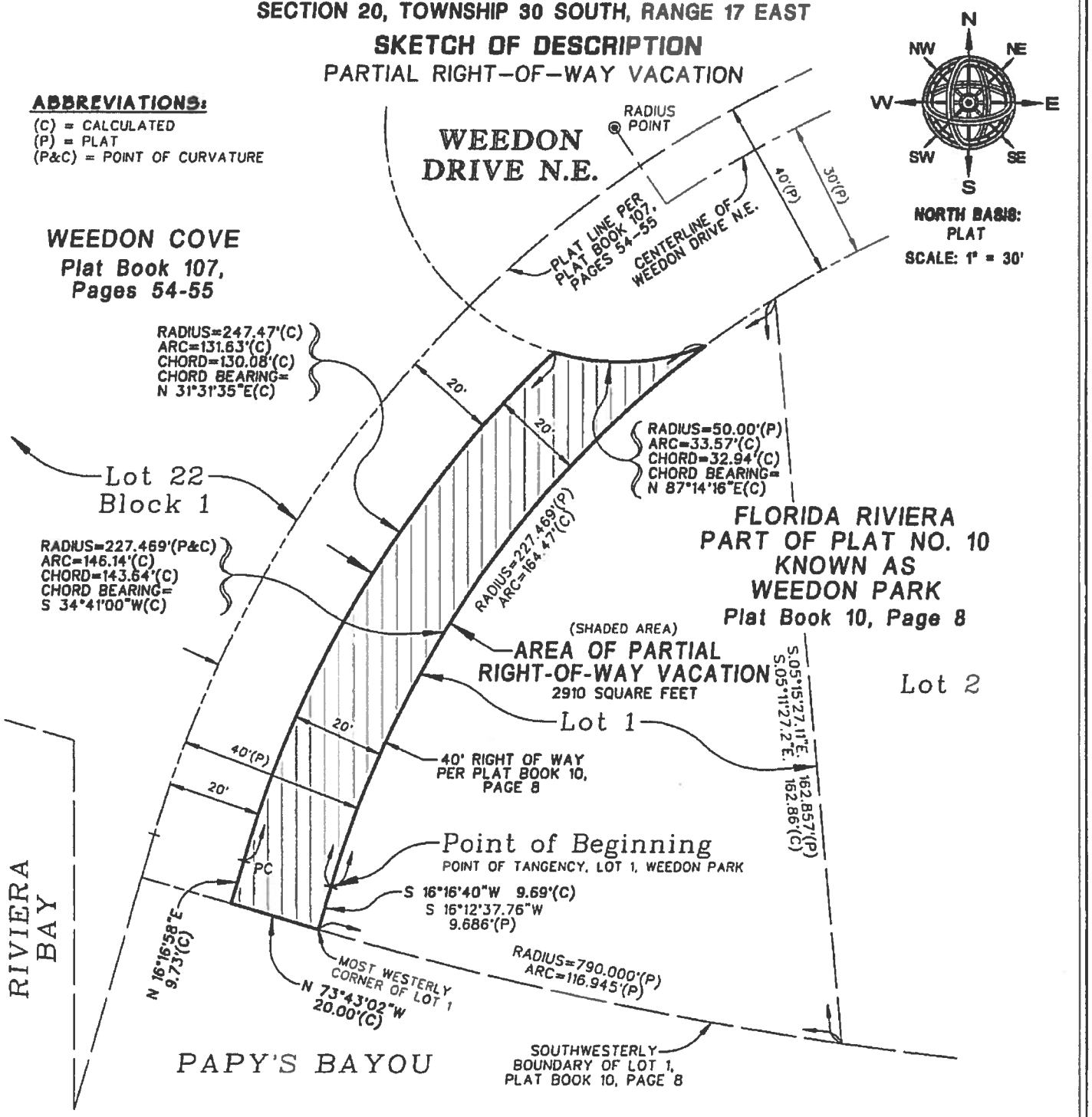
SECTION 20, TOWNSHIP 30 SOUTH, RANGE 17 EAST

SKETCH OF DESCRIPTION

PARTIAL RIGHT-OF-WAY VACATION

ABBREVIATIONS:

(C) = CALCULATED
(P) = PLAT
(P&C) = POINT OF CURVATURE



REVISED: 2/11/16
PREPARED: 10/08/15

FOR: BOB WHIRLEY

THIS IS NOT A SURVEY

Job#: 1510-17
Drawn: DS

Basis of Bearings:
TANGENT RIGHT-OF-WAY PORTION OF LOT 1, WEEDON PARK, AS BEING S.16°16'40"W., CALCULATED.

Geometry Note:
BEARINGS AND DISTANCES SHOWN HEREON AS CALCULATED (C), ARE BASED ON FIELD MEASURED GEOMETRY.

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St. Petersburg City Council Agenda Item
Meeting of April 21, 2016
Reports

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

Subject:
A Resolution approving the agreement between the City of St. Petersburg and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's Bike Share Program; Authorizing the City Attorney's Office to make non-substantive changes to the agreement; Authorizing the Mayor or his Designee to execute the agreement and all other associated documents; Approving supplemental appropriations from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, the General Operating Fund (0001), BP Settlement funding in the amount of $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount of $500,000 to Bike Share (# TBD) to provide funding for the City's Bike Share Program; and providing an effective date.

Explanation:
In recent years, the City has undertaken several steps to develop a public Bike Share program. The latest efforts included the issuance of a RFI in March 2015 to assess the marketplace for bike share in St. Petersburg, coordination with the U.S. Environmental Protection Agency to further investigate the program's feasibility and development of an action plan for implementation, and the issuance of a RFP to garner proposals for a specific St. Petersburg Bike Share Program. Through careful deliberation, the RFP selection committee worked to make a recommendation to select the most appropriate proposal and business model that is in keeping with the City's interest and is most likely to be successful in St. Petersburg. It was determined that the most appropriate size of the initial launch of the Bike Share Program in the City should be 300 bikes with 450 racks at 30 stations with coverage that generally includes the greater Downtown core and waterfront parks along the North Bay Trail from Vinoy Park to Coffee Pot Park, the Edge District, Grand Central District, the Deuces corridor, and the 4th Street North Garden District.

Earlier this year, Council held two workshops to discuss the St. Petersburg Bike Share Program. In the workshops, staff presented detailed information about the proposed Bike Share Program's business model which calls for the City to own the bike share equipment with an upfront investment of $1,500,000 that includes program set-up, software fees and contingency. It also calls for an agreement with a contractor to manage, market, operate and maintain the program on the City's behalf, at no further cost to the City during the course of the three-year term. This business model, as proposed by CycleHop, includes an opportunity for the City to share in the success of the Bike Share Program should revenues exceed expenses, expressed as an established cost recovery threshold.

The attached agreement represents the result of negotiations between the City and CycleHop to reflect the business points that were established by the City.

Cost:
As previously indicated, based upon the proposed business model recommended by the RFP selection committee, the costs to the City associated with the St. Petersburg Bike Share Program for the initial three year term are limited to the initial capital investment for the purchase of the bike share equipment, program set-up costs and software fees. The City shall pay Contractor an amount not to exceed $993,500 for the Bike Share Equipment, $233,500 for miscellaneous set-up costs, and $194,400 for the SoBi License and Connectivity Services. An initial contingency amount of $78,600 has also been included in the overall program costs which totals $1,500,000.

Based upon the request of Council, Administration has reviewed the opportunity to finance the Bike Share Program through a variety of funding sources, including Tax Increment Financing (TIF). And while a very small portion of the bike share equipment (less than 5% of the total project cost) is eligible to be purchased with TIF funds, the administrative requirements to ensure that the minor equipment purchase complies with the Community Redevelopment Act to remain permanently fixed would be considerable. Since it does not significantly reduce the contributions of the other funding sources and may become overly burdensome, Administration recommends that an evenly shared financing solution from the Parking Revenue Fund (1027), Transportation Impact Fees (3071), and BP Settlement funds from the General Fund (0001) in the amount of $500,000 from each fund represents the best financing scenario to establish a Bike Share Program in the City of St. Petersburg.

Recommendations: Administration recommends that Council adopt the attached resolution approving the agreement between the City of St. Petersburg and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's Bike Share Program; Authorizing the City Attorney's Office to make non-substantive changes to the agreement; Authorizing the Mayor or his Designee to execute the agreement and all other associated documents; Approving supplemental appropriations from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, the General Operating Fund (0001), BP Settlement funding in the amount of $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount of $500,000 to Bike Share (# TBD) to provide funding for the City's Bike Share Program; and providing an effective date.

Attachments:

(1) Resolution
(2) Draft Agreement with Appendices

Approvals:

EM
Administration

4-7-16
Date

Devris L. Fuller 4-7-16
Budget

4-7-16
Date

RESOLUTION NO. 2016-___

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CYCLEHOP, LLC ("CYCLEHOP") FOR CYCLEHOP TO SET-UP, MANAGE, MARKET, OPERATE AND MAINTAIN THE CITY'S BIKE SHARE PROGRAM; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER ASSOCIATED DOCUMENTS; APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE UNAPPROPRIATED BALANCES OF THE PARKING REVENUE FUND (1021) IN THE AMOUNT OF $500,000, THE GENERAL OPERATING FUND (0001), BP SETTLEMENT FUNDING IN THE AMOUNT $500,000, AND THE TRANSPORTATION IMPACT FEES CAPITAL IMPROVEMENT FUND (3071) IN THE AMOUNT $500,000 TO BIKE SHARE (# TBD) TO PROVIDE FUNDING FOR THE CITY'S BIKE SHARE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued a request for proposals for a three-year contract for a bike share program on August 31, 2015; and

WHEREAS, the selection committee for the request for proposals process selected CycleHop, LLC ("CycleHop"); and

WHEREAS, CycleHop represents that it possesses the personnel, skills and experience necessary to set-up, manage, market, operate and maintain the City's bike share program; and

WHEREAS, the City and CycleHop desire to execute an agreement ("Agreement") for CycleHop to set-up, manage, market, operate and maintain the City's bike share program; and

WHEREAS, CycleHop has agreed to the terms and conditions set forth in the Agreement; and

WHEREAS, supplemental appropriations from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, the General Operating Fund (0001), BP Settlement Funding in the amount $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount $500,000 to Bike Share (# TBD) are needed to provide funding for the City's bike share program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Agreement between the City of St. Petersburg, Florida, and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's bike share program is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement to correct typographical errors and clarify provisions of the Agreement to conform to City Council's direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other associated documents.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, the General Operating Fund (0001), BP Settlement Funding in the amount $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount $500,000 the following supplemental appropriations for FY2016:

Parking Revenue Fund (1021)	
Bike Share (# TBD)	$500,000
General Operating Fund (0001) BP Settlement	
Bike Share (# TBD)	$500,000
Transportation Impact Fees Capital Improvement Fund (3071)	
Bike Share (# TBD)	$500,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)

Budget

Administration

4-21-16 CC meeting

ATTACHED IS THE CURRENT VERSION OF THE AGREEMENT BETWEEN THE CITY OF ST. PETERBURG, FLORIDA, AND CYCLEHOP, LLC WHICH WILL BE DISCUSSED AT THE APRIL 21, 2016 CITY COUNCIL MEETING.

AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of April, 2016 ("Execution Date"), by and between the City of St. Petersburg, Florida ("City") and CycleHop, LLC ("Contractor") (collectively, "Parties").

Recitals

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued a request for proposals for a three-year contract for a bike share program on August 31, 2015; and

WHEREAS, the selection committee for the request for proposals process selected Contractor; and

WHEREAS, Contractor represents that it possesses the personnel, skills and experience necessary to set-up, manage, market, operate and maintain the Bike Share Program, as defined herein; and

WHEREAS, the City wishes to contract with Contractor for the purpose of setting up, managing, marketing, operating and maintaining the Bike Share Program; and

WHEREAS, Contractor wishes to accept such duties and responsibilities on all the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the foregoing recitals (all of which are adopted as an integral part of this Agreement), the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them below and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires:

   "Bike Share Hubs" means locations mutually agreed upon by the Parties in writing where the Bike Share Equipment shall be installed. Pursuant to Chapter 26 of the St. Petersburg City Code, the design of all Bike Share Hubs must be approved by the zoning official, or designee, and such hub areas are referred to in Chapter 26 of the St. Petersburg City Code as bicycle parking stations.

   "Bike Share Equipment" means the equipment identified in Appendix B-1 that meets the specifications set forth in Attachment 1 of the Scope of Services (as defined herein), which equipment shall be purchased by Contractor with City funds pursuant to this Agreement.

   "Bike Share Program" or "Program" mean the City's bike share program, which Program, as of the Commencement Date (as defined herein) consists of the Bike Share Equipment

operating with the SoBi Software and Connectivity Services in the Bike Share Hubs.

"Fiscal Year" means that period of time from October 1 to September 30 each year.

"Net Revenues" means gross revenues generated from the Bike Share Program including but not limited to sponsorship revenues, advertising revenues and user fees, less any third party selling commissions and sales taxes.

"Revenue Threshold" means, for a given Fiscal Year, the amount equal to the number of bicycles in the Program multiplied by one thousand six hundred eighty seven dollars ($1,687).

"SoBi Software and Connectivity Services" means the software and services necessary for use of the Bike Share Equipment and operation of the Program and which are licensed and provided to the City and Contractor from Social Bicycles, Inc. pursuant to the Software Agreement.

"Software Agreement" means the software agreement between the Contractor and Social Bicycles, Inc., for the SoBi Software and Connectivity Services, which agreement (i) grants the City and Contractor the right to access and use the SoBi Software and Connectivity Services, (ii) shall be automatically assigned to the City in the event this Agreement is terminated pursuant to Paragraph 17, and (iii) has been approved by the City Attorney's Office as to consistency with this Agreement.

"Sponsorship and Sign Guidelines" means the sponsorship, sign, logo and advertisement guidelines and any changes thereto developed by Contractor and approved by the City.

2. **Agreement Components.**

A. This Agreement consists of this document and its appendices and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):

(1) Request for Proposals No. 975-65 Three-Year Contract for Bike Share Program dated August 31, 2015 and all addenda ("Document 1").

(2) Contractor's Best and Final Offer dated November 9, 2015 ("Document 2").

(3) Contractor's response to the City's clarification questions dated November 3, 2015 ("Document 3").

(4) Contractor's Proposal dated October 6, 2015 ("Document 4").

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement; and

(iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3).

3. **Representations.**

A. The City represents to Contractor as follows:

(1) The City is a municipal corporation validly existing under the laws of the State of Florida and has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement.

(2) All appropriate action exists or has been accomplished by the City so as to duly authorize the officials set forth below to execute this Agreement on behalf of the City and fully and firmly bind the City to the terms and conditions of this Agreement.

B. Contractor represents to the City as follows:

(1) Contractor is a Florida limited liability company authorized to do business in the State of Florida and has all requisite power and authority to carry on its business as now conducted and to enter into and perform its obligations under this Agreement.

(2) All appropriate action exists or has been accomplished by Contractor so as to duly authorize the officials set forth below to execute this Agreement on behalf of Contractor and fully and firmly bind Contractor to the terms and conditions of this Agreement.

(3) Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

4. **Term**. The initial management term of this Agreement shall commence on October 1, 2016 ("Commencement Date"), and terminate at midnight on September 30, 2019, unless this Agreement is earlier terminated as provided herein. All terms and conditions set forth in this Agreement shall apply during the Term unless otherwise provided herein. The City reserves the right to extend this Agreement under the same terms and conditions for two (2) additional three year periods at the end of the then expiring term, provided any such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial management term of this Agreement and all renewal terms.

5. **Contractor Duties**.

A. Contractor shall perform the scope of services set forth in Appendix A for the City in full and complete accordance with this Agreement ("Scope of Services"). The Scope

of Services shall include but not be limited to a set-up schedule, Bike Share Equipment specifications set forth in Attachment 1 of the Scope of Services and reporting requirements and service level standards. Without limiting the generality of the foregoing, Contractor shall be responsible for the complete set-up (including installation of the Bike Share Equipment), management, marketing, operation and maintenance of the Bike Share Program in the Bike Share Hubs. Contractor shall be responsible for fulfilling its duties and obligations during the entire Term, unless otherwise provided herein. Immediately following the Execution Date and continuing until Contractor has completed its Program set-up duties pursuant to this Agreement, Contractor shall be responsible for performing all set-up duties and responsibilities in accordance with the set-up schedule including but not limited to ordering the Bike Share Equipment, obtaining permits or other necessary documents for the installation of the Bike Share Equipment in the Bike Share Hubs, and installing the Bike Share Equipment in the Bike Share Hubs. Contractor shall be responsible for (i) all operational and maintenance services pursuant to the requirements set forth in the Scope of Services and (ii) all of the management, staffing, proper handling of the Program funds, marketing, advertising and financial accounting services.

B. On or before the Commencement Date, Contractor shall submit to the City an inventory list ("Inventory List") of all equipment, supplies and the vehicle purchased by Contractor with City funds pursuant to Paragraph 8.B. of this Agreement. Contractor shall not dispose of any inventory on the Inventory List without the prior written approval of the City.

C. Except for City funding for Program set-up as provided in this Agreement, Contractor shall be fully responsible for all costs related to Contractor's management, marketing, operation and maintenance of the Bike Share Program. Without limiting the generality of the foregoing, the City shall not be required to provide any funding or pay Contractor any fees, compensation or expenses in connection with Contractor's management, marketing, operation and maintenance of the Bike Share Program except as specifically set forth in this Agreement.

6. **Relocation of Bike Share Equipment.** At any time during the Term of this Agreement, either party may propose to relocate any portion of the Bike Share Equipment to a new Bike Share Hub. If the Parties mutually agree in writing to relocate any portion of the Bike Share Equipment to a new Bike Share Hub, Contractor shall be responsible, at its sole cost and expense, for relocating such portion of the Bike Share Equipment to the new Bike Share Hub including but not limited to obtaining any required permit, license and/or approval.

7. **Reservation of Right.** The City shall have the sole and absolute right to expand the Bike Share Program (including but not limited to adding bicycles) at its own expense at any time during the Term of this Agreement upon thirty (30) days prior written notice to Contractor. Any changes shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties.

8. **City Payments for Program Set-Up.** The City shall pay the following set-up costs for the Bike Share Program prior to the Commencement Date as provided for herein:

A. The City shall pay Contractor an amount not to exceed nine hundred ninety-three thousand five hundred dollars ($993,500) for the Bike Share Equipment including shipping costs for such equipment and the SoBi implementation fee (for site-specific programming and establishment of geofencing necessary to use such equipment). The City shall pay Contractor as follows:

(1) Four hundred ninety-six thousand seven hundred fifty dollars ($496,750) within fifteen (15) days after receipt of an invoice and performance and payment bond in the amount of four hundred ninety-six thousand seven hundred fifty dollars ($496,750) in the form set forth in Appendix D attached hereto.

(2) Four hundred ninety-six thousand seven hundred fifty dollars ($496,750) within fifteen (15) days after Acceptance of the Bike Share Equipment (as defined herein) pursuant to Paragraph 11 of this Agreement.

B. The City shall pay Contractor two hundred thirty-three thousand five hundred dollars ($233,500) for the miscellaneous set-up costs identified in Appendix B-2. This amount shall be paid by the City on a reimbursement basis. Contractor shall submit to the City on a monthly basis an invoice with supporting documentation acceptable to the City demonstrating that the cost items identified in Appendix B-2 have been purchased and/or performed by Contractor. The City will review and approve the monthly invoice and pay Contractor within thirty (30) days of receipt of such monthly invoice (provided Contractor is in compliance with the terms and conditions of this Agreement).

9. **City Payments for the SoBi Software and Connectivity Services.** The City shall pay Contractor five thousand four hundred dollars ($5,400) ("Fixed Monthly Payment") on or before the 15th of each month during the Term (first payment to be made on or before October 15, 2016) for the SoBi Software and Connectivity Services provided pursuant to the terms and conditions set forth in the Software Agreement. Contractor shall provide evidence acceptable to the City in its monthly reports provided to the City pursuant to this Agreement that the Fixed Monthly Payment has been paid to Social Bicycles, Inc. for the SoBi Software and Connectivity Services provided pursuant to the Software Agreement. The Fixed Monthly Payment shall remain firm during the Term.

10. **Revenue Sharing Payments to the City.**

A. In each Fiscal Year during the Term, the Parties shall equally share Net Revenues above the Revenue Threshold. No later than December 30 of each Fiscal Year (commencing in Fiscal Year 2018), Contractor shall remit to the City its share of Net Revenues pursuant to this Agreement. If Contractor receives any gross revenues prior to the Commencement Date, such gross revenues shall be included in the calculation

of Net Revenues for Fiscal Year 2017. As an example, if the total Net Revenues for Fiscal Year 2017 (as detailed in the reports provided to the City pursuant to this Agreement) are five hundred and fifty thousand dollars ($550,000) and the Revenue Threshold is five hundred six thousand one hundred dollars ($506,100) (300 bicycles in the Program multiplied by $1,687), Contractor shall remit to the City twenty-one thousand nine hundred fifty dollars ($21,950) ($550,000- $506,100 = $43,900 / 2 = $21,950) on or before December 30, 2017. This example is for illustrative purposes only and does not necessarily represent the actual Net Revenues owed to the City for Fiscal Year 2017.

B. For any Fiscal Year in which this Agreement is not in effect for the entire Fiscal Year, any revenue sharing payments to the City shall be calculated in the same manner provided in Paragraph 10.A. above, except that the Revenue Threshold shall be adjusted on a pro rata basis to reflect the number of months in the Fiscal Year that this Agreement is in effect. Therefore, as an example, if this Agreement is terminated pursuant to Paragraph 17 and the effective date of termination is January 31, 2019, the Revenue Threshold (used to determine any revenue sharing payments to the City) would be one hundred sixty-eight thousand seven hundred dollars ($168,700) (300 bicycles in the Program multiplied by $1,687 = $506,100 / 12 months = $42,175 x 4 months = $168,700). In this example, if this Agreement terminated on January 31, 2019, if the total Net Revenues for the portion of Fiscal Year 2019 (October 1, 2018 through January 31, 2019, as detailed in the reports provided to the City pursuant to this Agreement) are two hundred thousand dollars ($200,000) and the Revenue Threshold is one hundred sixty eight thousand seven hundred dollars ($168,700), Contractor shall remit to the City fifteen thousand six hundred fifty dollars ($15,650) ($200,000 - $168,700 = $31,300 / 2 = $15,650) within sixty days after January 31, 2019. This example is for illustrative purposes only and does not necessarily represent the actual Net Revenues owed to the City if this Agreement is terminated pursuant to Paragraph 17 and the effective date of termination is January 31, 2019.

11. **Inspection by Contractor and Final Acceptance by City.**

A. Contractor shall be responsible for inspecting all the Bike Share Equipment upon delivery of such equipment to the location mutually agreed upon by the City and Contractor in writing. Once Contractor has inspected the Bike Share Equipment and confirms that such equipment is not defective and meets the specifications set forth in Attachment 1 of the Scope of Services, Contractor shall submit the following documentation to the City:

(1) An affidavit that the Bike Share Equipment conforms to the specifications set forth in Attachment 1 of the Scope of Services;

(2) An affidavit of no liens as evidence that there is clear title and that the Bike Share Equipment is free of all liens; and

(3) A manufacturer's certificate of ownership for all the Bike Share Equipment and all manufacture warranties.

B. Within fifteen (15) days after receipt of the above documentation, the City shall evaluate the documentation provided by Contractor for conformance with the terms and conditions of this Agreement. The City shall accept documentation which conforms to the terms and conditions of this Agreement. The City shall notify Contractor in writing of acceptance of documentation. If the documentation does not conform to the requirements of this Agreement, the City will provide Contractor with notice of such nonconformance and Contractor shall have a reasonable period of time based on the nature and severity of the nonconformance to correct such nonconformance; provided, however, that in no event shall the period to correct the nonconformance exceed fifteen (15) days from the date the City provides notice of nonconformance to Contractor unless otherwise agreed upon by the Parties in writing. The term "Acceptance of Bike Share Equipment" as used in this Agreement shall mean the City's acceptance of all documentation required to be provided by Contractor pursuant to this Agreement.

12. **Sponsorship Agreements, Signage and Advertisements.** All sponsorship agreements, signs, logos and advertisements shall comply with the Sponsorship and Sign Guidelines. Contractor may enter into sponsorship agreements for the Bike Share Program, provided such sponsorship agreements comply with the Sponsorship and Sign Guidelines. Sponsorship guidelines shall include but not be limited to the following: (i) a requirement that Contractor shall not enter into any sponsorship agreements that extend beyond the Term without prior written approval by the City and (ii) a requirement that, except in the event of termination of this Agreement pursuant to Paragraph 17.A., all sponsorship agreements between Contractor and the sponsoring entity shall be assignable to the City, at the City's option; provided, however that if the sponsorship agreement provides for the sponsoring entity to pay the Contactor over a period of time (which time period shall be as set forth in the sponsorship agreement) then such sponsorship agreement must provide for automatic assignment to the City and such automatic assignment language must be approved by the City Attorney's Office prior to execution. All signs, logos and advertisements placed on any portion of the Bike Share Equipment in the Bike Share Hubs shall comply with the Sponsorship and Sign Guidelines. All signage shall also comply with applicable City ordinances (i.e, Chapter 16 and Chapter 26 of the St. Petersburg City Code). The Sponsorship and Sign Guidelines shall not be changed without prior written approval by the City.

13. **Indemnification.**

A. Commencing on the Execution Date and continuing until the end of the Term, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting

therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

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

(2) The failure of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws, as hereinafter defined; or

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

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

(5) Any individuals participating in the Program or using the Program (including but not limited to Claims arising from bicycle-related injuries and Claims arising out of the failure of a user to wear a helmet).

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

14. **Insurance.**

A. Commencing on the Execution Date and continuing until the end of the Term, Contractor shall carry the following minimum types and amounts of insurance at its own expense:

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

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

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

(4) Property and equipment insurance for the Bike Share Equipment and any and all property and other equipment used by Contractor for the management, marketing, operation and maintenance of the Bike Share Program.

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

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

D. The insurance documented in the Certificates of Insurance shall provide the City at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates shall be provided to the City annually.

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

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

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

15. **Personnel.** Contractor shall hire such staff as shall be necessary and proper to carry out the terms and conditions of this Agreement. Contractor acknowledges and agrees that such staff shall not (i) be considered employees of the City for any purpose; (ii) have any authority to act on behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits directly from the City. The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

16. **Subcontracting.**

A. Commencing on the Execution Date and continuing until the end of the Term, the hiring or use of subcontractors in connection with the performance of Contractor's obligations under this Agreement is permitted. Contractor shall be solely responsible for ensuring that any subcontractor retained by Contractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Contractor shall promptly pay all subcontractors and suppliers. In no event shall Contractor's retention of a subcontractor relieve Contractor of any of its duties, obligations or representations under this Agreement. All subcontracts shall be assignable to the City, at the City's option. Contractor shall not enter into any subcontracts extending beyond the Term.

B. Contractor shall require all subcontractors to defend and indemnify the Indemnified Parties to the same extent as Contractor and name the Indemnified Parties as additional insureds under all insurance policies which Contractor requires to be obtained.

17. **Termination.**

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

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

C. Termination of this Agreement shall act as a termination of the Other Documents.

D. Termination of this Agreement shall not terminate the Software Agreement.

18. **Obligations Upon Termination Or Expiration**. Upon expiration or earlier termination of this Agreement, Contractor shall within thirty (30) days after the effective date of expiration or earlier termination of this Agreement:

A. Settle all accounts and outstanding bills.

B. Remit all revenues owed to the City pursuant to Paragraph 10.

C. Peaceably surrender and transfer to the City, even though property of the City, all books, records, reports, and documents (including but not limited to all contracts,

subcontracts, accounting and financial records, databases and user data including all user forms and/or user agreements), and all property, equipment and items on the Inventory List, and any other items purchased with City funds. Contractor shall execute all documents necessary to transfer all property, equipment and items on the Inventory List to the City.

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

CITY:

City of St. Petersburg, Florida
Attn: Louis Moore, Director
Procurement & Supply Management
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7220

WITH A COPY TO:

City of St. Petersburg, Florida
Transportation & Parking Management
P. O. Box 2842
St. Petersburg, FL 33731

CONTRACTOR:

CycleHop, LLC
Attn: Josh Squire
Chief Executive Officer
350 Lincoln Road
Miami Beach, FL 33139

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

21. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties.

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

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

23. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

24. **Third Party Beneficiary**. No persons other than Contractor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.

25. **Permits and Licenses**.

A. Immediately following the Execution Date and continuing until Contractor has completed its Program set-up duties pursuant to this Agreement, Contractor shall obtain any and all necessary permits, licenses, certifications and approvals (including zoning approvals) which may be required by any government agency in connection with Contractor installing the Bike Share Equipment in the Bike Share Hubs. The City shall cooperate with Contractor in applying for such permits, licenses and certifications and obtaining necessary approvals. Any required permits (i.e., minor easement permits or right-of-way permits), licenses and certificates required in connection with Contractor installing the Bike Share Equipment in the Bike Share Hubs shall be in the name of the City of St. Petersburg. Contractor shall also register each bicycle with the St. Petersburg Police Department.

B. Contractor shall also obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's management, marketing, operation and maintenance of the Bike Share Program pursuant to this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

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

27. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the Laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

28. **Compliance With Laws**. Commencing on the Execution Date and continuing until the end of the Term, Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to statutes governing construction of public buildings and repairs upon public buildings and public works (including but not limited to the bonding requirements of Section 255.05, Florida Statutes, regardless of whether the contract for construction or repair is between the Contractor and a contractor or a contractor and the City), Chapter 119, Florida Statutes, Chapter 26 of the St. Petersburg City Code, Chapter 16 of the St. Petersburg City Code and all permit and license requirements.

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

30. **No Right to Pledge, Encumber or Cause the City to Assume Liability.** Commencing on the Execution Date and continuing until the end of the Term, Contractor shall have no right or authority to pledge or encumber the credit of the City. Contractor shall have no right or authority to cause the City to assume liability for any contract, lease, purchase or other agreement without prior written approval by the City.

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

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

33. **Survival.** Commencing on the Execution Date and continuing until the end of the Term, all obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification and confidentiality, shall survive such expiration or earlier termination.

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

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

36. **Assignment.** Contractor shall make no assignment of any of its rights, duties, or obligations under this Agreement without City's prior written consent (which consent may be withheld by City in its sole and absolute discretion).

37. **City Consent and Action.**

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

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

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

39. **Books and Records**. Commencing on the Execution Date and continuing until the end of the Term, Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement.

Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

40. **Public Records.**

A. Commencing on the Execution Date and continuing until the end of the Term, Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subparagraph B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.

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

41. **Non-Discrimination.** Contractor shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

42. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.

43. **Security.** Contractor shall be responsible for all security for the Bike Share Equipment.

44. **Performance and Payment Bond; Letter of Credit or Deposit in Qualified Public Depository.** Contractor shall furnish a performance and payment bond to the City (in the form set forth in Appendix D) executed by a surety company duly authorized to do business in the State of Florida. The amount of the performance and payment bond shall be one hundred thousand dollars ($100,000), as security to the City for Contractor's faithful performance of this Agreement and as security for the payment to all persons performing labor and furnishing materials in connection with this Agreement. The surety shall be duly

authorized to do business in the State of Florida and have a rating no lower than "A-, VIII" by A.M. Best rating agency or a similar rating agency approved by the City. In lieu of a performance and payment bond, Contractor may submit to the City an irrevocable letter of credit or other form of financial security acceptable to the City, including but not limited to a one hundred thousand dollars ($100,000) cash deposit in a Qualified Public Depository (as defined in Florida Statute 280.02(26)). If Contractor submits an irrevocable letter of credit, the letter of credit shall automatically renew for one year terms on the beginning of each Fiscal Year ("Anniversary Date"), unless (i) earlier released by the City or (ii) the issuer delivers written notice to both the City and Contractor that the letter of credit will not be renewed on the Anniversary Date, provided that the issuer delivers such notice no later than sixty (60) days prior to the Anniversary Date. Additionally, the City will accept a one hundred thousand dollars ($100,000) cash deposit placed in a Qualified Public Depository; provided, however that the City shall be the sole signatory of the account and further, provided that the account cannot be closed or changed without the City's authorization. Any interest generated in this account shall belong to Contractor.

45. **Taxes.** Contractor shall pay all taxes associated with Contractor's set-up, management, marketing, operation and maintenance of the Program, including but not limited to ad valorem taxes.

46. **User Agreements and User Forms.**

A. Contractor shall be responsible for preparing all user agreements and user forms for the operation of the Program pursuant to this Agreement. All user agreements and user forms shall be entered into between Contractor and the user; provided that the terms and conditions of such user agreements and user forms are consistent with this Agreement, and further provided that Contractor shall ensure that all user agreements and all user forms require the user to (i) defend and indemnify the Indemnified Parties against any and all Claims arising out of or in connection with the Program (including but not limited to use of the bicycles); (ii) release, acquit and forever discharge the Indemnified Parties of and from all Claims, which against the Indemnified Parties, the user ever had, now has, or can, shall or may have, upon or by any reason arising out of or in connection with user's use of the Program; (iii) comply with all applicable laws including but not limited to all traffic laws related to use of a bicycle and (iv) acknowledge that user assumes all risks associated with user's decision not to wear a helmet when using the Program.

B. Prior to the Commencement Date, Contractor shall provide the City with a draft of all user agreements and user forms in order for the City to verify that such forms conform with the requirements set forth in Paragraph 46.A. above. If the City notifies Contractor that any of the user agreements and/or user forms does not conform with the requirements set forth in Paragraph 46.A, above, Contractor shall have forty-eight (48) to revise the non-conforming user agreements and/or user forms after notice from the City. Once the City has verified that the user agreement and user forms conform to the requirements set forth in Paragraph 46.A., Contractor shall not make any changes to such form without the prior written approval by the City.

47. **Certain Leases Assignable to City and Contracts and Leases Limited to the Term**. Any leases for facilities entered into between Contractor and the contracting party utilizing any City funding provided to Contractor pursuant to Paragraph 8.B. shall be assignable to the City, at the City's option, and shall incorporate language to carry out this provision. Contractor shall not enter into any contracts and leases for facilities, goods or services extending beyond the Term.

48. **Grant Funding**. Contractor shall obtain prior written approval from the City to apply for any state or federal grant funding for the Bike Share Program. If Contractor obtains written approval from the City, the City, at its sole option, may assist Contractor in applying for any state or federal grant funding for the Bike Share Program. The City, at its sole option, may apply for any state or federal grant funding for expansion of the Bike Share Program at any time during with Term.

49. **No Other Agreements**. The City shall not enter into any agreements with other entities to manage, operate, maintain and market the Program while this Agreement is in effect.

50. **Grand Prix Race Agreement.** This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as "Grand Prix Race Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that (i) Contractor's operations of the Program will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities); (ii) that certain areas in downtown St. Petersburg will be closed to the general public for certain periods of time in connection with Race Events; and (iii) that City Ordinance No. 702-G, as amended, established a Race Zone and a Clean Zone and regulations to be in effect in each during Race Events and which may further impact Contractor's operations of the Program and/or prevent Contractor from using certain Bike Share Hubs that are within the Race Zone and/or Clean Zone. In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms "Race Event," "Race Area," "Race Promoter" and "Race Period" shall have the meanings set forth in the Grand Prix Race Agreement.

51. **Street Closure Permits, Parade Permits and Construction in Right-of-Ways**. Contractor acknowledges and understands that during the Term of this Agreement the City shall (i) issue street closure permits and parade permits and (ii) approve construction in right-of-ways, which construction may be done by the City or private contractors. Contractor further acknowledges and understands that Contractor's operations may be impacted a result of the City (i) issuing any street closure permits and/or parade permits and (ii) approving construction in right-of-ways. If directed by the City in writing, Contractor, at its sole cost and expense, shall remove any Bike Share Equipment from a Bike Share Area which may be impacted as a result of the City (i) issuing a street closure permit and/or parade permit and (ii) approving construction in right-of-ways.

52. **Use of Bike Share Equipment for Other Programs and Regional Expansion by Contractor.** Contractor shall not be permitted to use any of the Bike Share Equipment and any other equipment purchased with City funds pursuant to this Agreement (i.e., tools and the vehicle) for any other bike share program unless Contractor obtains prior written approval from the City. Contractor shall provide the City with at least sixty (60) days prior written notice before Contractor enters into a contract with any entity in the Tampa Bay Region for Contractor to operate and manage a bike share program for such entity. The City may require a memorandum of understanding or other agreement between the City, Contractor and any entity in the Tampa Bay Region which contracts with Contractor to operate and manage a bike share program in order for the Bike Share Equipment and Program to be a part of a Tampa Bay Region program. "Tampa Bay Region" shall mean as the area encompassed by Pinellas County, Pasco County, Polk County, Hernando County, Hillsborough County, Manatee County and Sarasota County.

53. **Non-Disclosure of Confidential Information.**

A. Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Contractor acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Contractor prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Contractor agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Contractor's claim. Contractor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Contractor is bound under this Agreement. For purposes of this paragraph, notice may be given by facsimile

provided that notice is also sent by overnight courier the same day (or the next day on which overnight courier service is available.)

B. "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within ten (10) days of the disclosure. Confidential Information shall not include information that (i) as of the Execution Date or after the Execution Date becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

IN WITNESS WHEREOF the Parties have caused this document to be executed by their duly authorized representatives as of the date first above written.

CYCLEHOP, LLC

By:_____
Print:_____
Title:_____

WITNESSES

By:_____
Print:_____
By:_____
Print:_____

CITY OF ST. PETERSBURG, FLORIDA

By:_____
Print:_____
Title:_____

ATTEST

_____ (SEAL)
City Clerk (Designee)

Approved as to Content and Form:

_____
City Attorney (Designee)
265528 (4-21-16 City Council meeting)

(Acknowledgment of Contractor)

State of _____)
County of _____) ss:
City of _____)

The foregoing Agreement was acknowledged before me this ____ day of April, 2016, by_____
(Name and Title)
of CycleHop, LLC ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

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

NOTARY PUBLIC:

(SEAL)

_____

My commission expires: _____

Appendix A

Scope of Services

Contractor shall be responsible for the complete set-up, management, marketing, operation, and maintenance of the Program as specified in the Agreement, appendices and Other Documents for the City.

1. Contractor's Program Set-up Duties and Responsibilities:

Contractor shall set-up the Program and perform set-up activities in accordance with the Set-up Schedule below:

Set-up Schedule for Program										
Milestones				May	Jun	Jul	Aug	Sep	Oct	Nov
a	Order Bike Share Equipment			X						
b	Public Involvement			X	X	X	X	X	X	X
c	Sponsorship & Sign Guidelines			X	X	X	X	X		
d	Design & Permits for Bike Share Hubs			X	X	X	X	X		
e	Receipt, Inspection, and Maintenance of Bike Share Equipment							X	X	X
f	Installation of Bike Share Equipment & Soft Launch							-	X	X
g	Full Program Launch									X

a. Order Bike Share Equipment. Within 5 calendar days after execution of the Agreement, Contractor shall schedule a meeting with the City to be held within 10 calendar days. Contractor shall bring documentation which identifies exact bicycle and kiosk specifications and any cosmetic items such as bicycle colors that will require City approval prior to submission of the order for the Bike Share Equipment. The Bike Share Equipment shall meet or exceed the specifications set forth in Attachment 1, which is attached hereto and made a part hereof. Bicycles shall have a uniform coloring scheme that is coordinated with the coloring scheme of the hubs/kiosks that makes the Program easily identifiable and unique to the City of St. Petersburg. Program color scheme and design aesthetic must be consistent with or complementary to the Healthy St. Petersburg Initiative branding.

Maintenance Plan. Within 60 days after execution of the Agreement, Contractor shall prepare and submit a maintenance plan and checklist to the City for review and approval. The maintenance plan and checklist shall set forth all maintenance performed for each bicycle and the other Bike Share Equipment. The maintenance plan and checklist shall include at a minimum the maintenance obligations listed in the Contractor's original Proposal (Document 4 of the Other Documents).

b. Public Involvement – Contractor shall be responsible for launching a Program website within 30 days after execution of the Agreement. The Program website shall be updated by Contractor at a minimum of bi-weekly through the pre-launch period to include a documentation of the planning efforts, meeting details and materials, a summary of the input received, and the current status of planning efforts.

Contractor shall be responsible for conducting public outreach efforts including but not limited to an online survey, and at least two public meetings to introduce the planning completed to date and gain feedback on proposed locations for the Bike Share Hubs. Within 30 days after execution of the Agreement, Contractor shall create and distribute a press release seeking public comment to include the following minimum details: date for first public meeting, links and details for online survey and mapping tool, date for second public meeting, and any other Program implementation details available at that time.

Contractor shall schedule a first public meeting to be held within 45 days after execution of the Agreement. The meeting should include an introductory presentation detailing the Program goals, likely member use scenarios, pricing, membership models, the ways bike share operations and usage is measured, the criteria for hub placement and spacing, and planning completed to date. The information and materials to be prepared in advance of the first public meeting will include mapping and input received as a part of the EPA Technical Assistance and a preliminary outline of the proposed service area and fifty (50) potential locations as Bike Share Hubs with a ¼-mile radius shown around each of the locations (See Attachment 2 for EPA Technical Assistance report and maps). An online survey and mapping tool shall be implemented coincident with or prior to the first public meeting, and shall remain open for 10 business days following the first public meeting. Prior to printing maps or materials for the first public meeting, Contractor shall provide digital drafts and obtain City approval.

Contractor shall schedule and conduct at least one additional public meeting shall be held within 30 days following the first public meeting. The second public meeting shall revisit the Program goals, operations, criteria for hub placement and spacing, and present an overview of the input received at the first meeting and from the online survey and mapping tool. The second and any required additional public meetings shall present a map of thirty (30) updated Bike Share Hub locations to a precision of +/- 1 block. Prior to printing maps or materials for the second and any required additional public meetings, Contractor shall provide digital drafts and obtain City approval for all printed materials.

c. Sponsorship and Sign Guidelines. Within 60 days after execution of the Agreement, Contractor shall prepare and submit the Sponsorship and Sign Guidelines to the City for review and approval. The sponsorship guidelines shall comply with the requirements set forth in the Agreement. The sign guidelines shall include but not be limited to requirements that detail the content design criteria and approval processes. Prior to printing and installing any signs, advertisements or logos, Contractor shall provide digital drafts and obtain City approval for all printed materials including but not limited to kiosk maps, informational panels, educational stickers, and other materials.

d. Design & Permits for Bike Share Hubs – Contractor will scope potential hub locations and develop maps of the proposed service area and hub locations in accordance with the Set-Up Schedule. The 450 locking points and other Bike Share Equipment will be allocated to a minimum of 30 Bike Share Hubs. Due to site constraints and a desire to increase the density of Program coverage, additional Bike Share Hubs may be proposed that would consist of a smaller footprint by providing fewer locking points and no map/information panel, resulting in greater than 30 overall Bike Share Hubs in the Program at full program launch.

Once the City and Contractor have mutually agreed in writing on the Bike Share Hub locations, Contractor shall commence with site drawings. The site drawings and associated information to be provided by Contractor will include all pertinent information necessary to obtain permits for construction, as well as: layout and placement of all hub infrastructure, measurements of all required clearances, site ownership, solar exposure, adjacent property owner contact information, any potential issues or concerns with the selected locations for the Bike Share Hubs, and conceptual design and cost estimates for any site preparation or construction needed.

Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals in accordance with the Agreement in order to install certain Bike Share Equipment in the locations selected as Bike Share Hubs. Contractor shall prepare the permit applications and complete any required notifications required for any permits, licenses, certifications and approvals. Contractor shall pay all required permitting fees for Program Set-up. Contractor agrees to submit the permit applications in up to three batches as the locations for the Bike Share Hubs are mutually agreed upon by the Parties in writing.

Service locations on private property may also be added as identified. Contractor shall prepare the same documentation materials, with modified permit requirements and the added requirement of a contract and public easement with the landowner specifying unrestricted access and any related cost arrangements. Any contract would be between the City and the private property owner and such contract shall be reviewed and approved by the City Attorney's Office.

e. Receipt, Inspection, and Maintenance of Bike Share Equipment. Contractor shall be responsible for ensuring that the Bike Share Equipment is delivered pursuant to the Set-Up Schedule. The Bike Share Equipment shall be delivered to a location mutually agreed upon by the City and Contractor. Contractor shall be responsible for the inspection, storage, and maintenance of the Bike Share Equipment

pursuant to the requirements set forth in the Agreement and this Scope of Services.

f. Equipment Installation & Program Soft Launch. Once the City has issued Acceptance of the Bike Share Equipment in accordance with the Agreement, and all required permit approvals are secured, Contractor shall commence installation of the Bike Share Equipment. Contractor shall issue a single press release prior to beginning the installation of the Bike Share Equipment. The press release will include relevant details of the soft launch hub locations and dates, along with the complete set of final hub locations. The information released will also include an update on the expected launch date, details of any early-adopter or group membership opportunities, the Program pricing details, locations of the all Bike Share Hubs, and information on how users can acquire helmets. Information on how users can acquire helmet shall include but not be limited to the information set forth in the Helmet Plan, which is attached hereto as Attachment 3. The Helmet Plan must be fully implemented prior to the soft launch or issuance of any Program memberships.

Hub equipment may be installed as equipment is available and permits are secured, with the exception that any maps, kiosks, electronics, or any other non-durable equipment will not be installed permanently prior to imminent operation of that specific Bike Share Hub. Testing of all Bike Share Equipment and operations shall be undertaken at 30% completion of installation. A soft launch shall be undertaken after 60% of the Bike Share Equipment has been installed to complete further testing and as a special promotion for early adopters that purchase a special promotional annual membership.

g. Full Program Launch – Once Contractor has completed 80% of the Bike Share Equipment installation, Contractor shall issue a press release announcing that the Program is fully operational and available for use. The Contractor will also plan a launch event to coincide with the beginning of full Program operations on a date and time mutually agreed upon up the City and Contractor schedules, which shall occur no later than December 1, 2016.

2. Contractor's Duties and Responsibilities for Management, Marketing, and Operations and Maintenance:

a. Contractor's management duties and responsibilities shall include but not be limited to the following:

(1) Appoint a Program Manager as a single point of contact whose responsibilities shall include, but are not limited to, procurement of the Bike Share Equipment and other necessary Program equipment, operations of the Program, managing Contractor's team, ensuring compliance with this Scope of Services, submitting reports and receipts to City, and issue resolution. The Program Manager shall be readily available during normal business hours of the City to administer the Agreement. Contractor shall also provide contact details for the points of contact outside normal business hours of the City, including contact information for the Program Manager. Contractor is responsible for notifying the City and seeking approval for any proposed changes in Program Manager or contact

information.

(2) Contractor shall facilitate the following regular meetings with the City. Monthly meetings shall be held with the City Project Manager no later than five (5) business days following the end of the preceding calendar month. Quarterly meetings shall be held no later than thirty (30) calendar days following the end of the preceding contract year quarter.

(3) Contractor shall furnish all personnel with proper photo identification badges exhibiting Contractor's name and the employee's name to be worn while providing services under the Agreement. Contractor's personnel must be dressed in appropriate attire while providing services under the Agreement, including vests while working within the right-of-way. Contractor shall ensure that all personnel have a clean background check before engaging in work with any sensitive customer information, including but not limited to financial information.

(4) Contractor shall be responsible for ensuring that Contractor's personnel follow all established safety regulations required by applicable Laws pertaining to the work and services to be performed pursuant to the Agreement.

(5) Contractor shall be responsible for providing all job skills training and safety training required for its personnel. Safety training shall instruct personnel on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

(6) Contractor shall also provide all required training for City staff to use back end software to access system operational and performance data review or analysis tools. Those trained shall include but not be limited to staff from the following City Departments: Transportation and Parking Management, Planning and Economic Development, Technology Services, Procurement, and the Mayor's Action Center. Training shall be conducted once immediately after launch of full Program operations to be repeated annually or upon any changes.

(7) Contractor shall provide the City with an accounting each Fiscal Year to confirm Contractor's compliance with the revenue share paragraph set forth in the Agreement.

b. Contractor's marketing duties and responsibilities shall include but not be limited to the following:

(1) Design and install all sponsorship materials, logos, advertisements and signs in accordance with the Sponsorship and Sign Guidelines and applicable Laws.

(2) Create and produce all electronic and printed media related to the Program, presenting a unified brand and consistent information across all presentation messages and formats.

(3) Create and provide navigational maps and wayfinding information, which information shall be available online and at all Bike Share Hub informational panels. Navigational maps and wayfinding information shall include the location of all Bike Share Hubs, on-street routes, trails, designated recreational routes, parks, and major destinations. Contractor shall provide the City with a draft of such information and shall obtain prior written approval from the City prior to printing.

(4) Hosting, maintenance, and at least weekly updates of the Program website, registration/reservation system, and social media platforms.

(5) Create, print, and distribute Program promotional materials including but not limited to brochures, maps, posters, advertising media, event fliers, and coupons. Program promotional materials shall be reviewed at least once each Fiscal Year to identify any needed content modifications.

(6) Conduct an annual member survey in a timely manner such that final results can be submitted prior to the end of each Fiscal Year during the Term. Contractor shall develop draft survey questions and provide such questions to the City prior to conducting the survey. Contractor shall not distribute the survey instrument until Contractor has received written approval from the City to distribute such survey. Contractor shall be responsible for analysis of results and creation of a summary report to include infographics and a press release. Contractor shall not distribute the survey results or any report content until Contractor has received written approval from the City to distribute such survey results and report materials.

c. Contractor's operating and maintenance duties and responsibilities shall include but not be limited to the following:

(1) Ensure that the Program shall be available to users on a 24/7/365 operational basis.

(2) Provide 24/7/365 live customer service via a call center to address user questions and issues.

(3) Ensure that users shall be able to register for the Program both online and at payment kiosks located at a subset of the Bike Share Hubs.

(4) Make real-time information available to users via the smartphone app and web platform on the locations of available bicycles.

(5) The Contractor shall maintain the capacity of the bicycle fleet and Bike Share Hubs such that the total number of bicycles available for service remains functionally constant at 300 bicycles with 30 Bike Share Hubs. For example, the Contractor shall replace any piece of Bike Share Equipment (which includes the bicycles) pursuant to the Specifications set forth herein during the Term that may be stolen, severely damaged, or otherwise requiring prolonged removal from service.

(6) Maintain the Bike Share Equipment in accordance with the City-approved Maintenance Plan. The number of bicycles in service at any given time may fluctuate in consideration that a portion may be out of service at any given time for maintenance and/or rebalancing, provided that such number shall not fall below the required service level standards.

(7) Create photographic documentation with the appropriate date and time stamping of each Bike Share Hub and the immediate surrounding area at the completion of the inspection required for such Bike Share Hub. Photographic records shall be maintained for the Term and shall be subjected to public records requests.

(8) Support the acquisition and use of helmets further described in the Helmet Plan (Attachment 3 of this Scope of Services). Bicycle helmets provided by Contractor as a part of the Program shall meet Consumer Product Safety Commission (CPSC) standards. If provided directly, the Contractor shall keep the bicycle helmets in good and sanitary working condition.

(9) Track and report all data types outlined in this Scope of Services, and notify the City of any breach of the established minimum service levels as specified in the Service Level Standards section below.

(10) Adhere to the Service Level Standards as specified below. Contractor shall be responsible for monitoring adherence to Service Level Standards through both the collection of ongoing Program operational data and point-in-time verification via field checks.

3. Service Level Standards

Contractor shall adhere to the following Service Level Standards:

a. Damage and custodial maintenance
   (1) Each Bike Share Hub shall be inspected at least every other week, with surrounding area cleaned of all debris and all bicycles at that location checked.
   (2) Each bicycle shall be inspected at least once every calendar month.
   (3) Damaged or non-functional kiosks shall be covered so as to sufficiently denote their status to users within 12 hours of notice to the Contractor, which may be provided by any user, the City, or any member of the general public. They shall be returned to service within 48 hours of such notice.
   (4) Graffiti on bicycles or other Bike Share Equipment shall be removed or covered within 12 hours of notice to the Contractor, which may be provided by any user, the City, or any member of the general public.
   (5) Bicycles reported as damaged and not in service shall be removed from circulation within 12 hours of notice to the Contractor, which may be provided by any user, the City, or any member of the general public.

b. Operating Thresholds
   (1) Central computer system shall be in service at least 98% of each calendar month.
   (2) Website shall be in service at least 98% of each calendar month.
   (3) At all times during the Term 95% of bicycles shall be on street and rideable.
   (4) At all times during the Term 90% of the kiosks share be in service.
   (5) Bike Share Hubs shall not remain completely full of bicycles or completely void of bicycles for more than 4 hours between the hours of 6:00am and 10:00pm unless otherwise mutually agreed upon in writing by the Parties.

c. Customer Service
   (1) Contractor shall be capable of receiving calls at least 98% of each calendar month.
   (2) 80% of calls shall be answered by Contractor within 60 seconds.
   (3) Contractor shall ensure that at least 85% of customers satisfied with issue resolution.
   (4) Contractor shall ensure that at least 95% of written inquiries or complaints addressed within 1 business day.

4. Reporting Requirements

City shall be able to review and extract Program usage data via access to the Operator Facing Software tools as specified in Document 4 of the Other Documents incorporated as a part of this Agreement. Contractor shall make Program usage data available to the

public via the Open API and pursuant to the User Agreement and Privacy Policy as specified in Document 4 of the Other Documents incorporated as a part of this Agreement.

Contractor shall have informal weekly discussions with the City Program Manager and respond to information requests on a case-by-case basis. Contractor shall notify the City within twelve (12) hours of any of the following issues or events:

a. Reported crashes by users of the Program and/or by a law enforcement agency or other incidents involving any of the Bike Share Equipment.

b. Damages, thefts, or vandalism to any of the Bike Share Equipment.

Monthly Reports

Contractor shall provide the following monthly reports and data. Such monthly reports and data are to be received electronically no later than ten (10) business days after the end of each calendar month. Contractor shall send these reports and data electronically to the City Project Manager. In the event that the City discovers errors in any report or data the City shall notify Contractor and Contractor shall submit corrected reports and/or data within five (5) business days following notification of errors. The monthly reports and data shall include the following:

a. Aggregation of Weekly Operational data report – This report shall include the following data summarized with tabular and graphical representation in pdf format, and complete raw data in Excel format.
   (1) Overall quantification of trips.
      (a) Total number of trips.
      (b) Average number of trips per bicycle.
      (c) Average duration of trips.
   (2) Daily volumes and temporal distributions of usage
      (a) Check-outs and returns at each Bike Share Hub
      (b) Kiosk interactions
      (c) Bicycles left out of the Bike Share Hubs
      (d) Utilization of advance bicycle reservations vs. walk-up trips
   (3) Rebalancing
      (a) Differentiate between rebalancing of uneven Bike Share Hubs and recovering bicycles left outside of the Bike Share Hubs.
      (b) For bicycles returned from locations outside the Bike Share Hubs, differentiate whether the rebalancing was completed by Program staff or users.
   (4) Individual trip details, including: origin/destination, route, date/time, length, average speed, user type (Annual, Annual Student, Monthly Plus, Monthly, Pay-as-You-Go), etc.
   (5) Special events, manual check-ins to accommodate large demands, service disruptions, and other service fluctuations.

b. Financial Report. This report shall include:
   (1) Revenue streams by type and source
      (a) Updates on corporate memberships and the results of any promotional offers

(b) User fees collected by user type
(c) Details of the nature (but not the amount) of payments to third parties that impact Net Revenue for the purpose of calculating revenue sharing, including but not limited to sales tax payments and commissions fees

(2) Quantification of revenue reductions resulting from:
(a) Refunds
(b) Promotional offers
(3) Plans for future pricing options of promotional offers

c. Customer Satisfaction Report: This report shall include:
(1) Overview of call center activity, response times and issues reported.
(2) The circumstances of issued refunds.

d. Capital Equipment Report: This report shall include:
(1) Record of inspections and preventative maintenance pursuant to the Service Level Standards and Maintenance Plan
(2) Progress on any pending capital orders for Bike Share Equipment pursuant to the Maintenance Plan
(3) Current and proposed Program hardware and software upgrades or changes
(4) Narrative description of maintenance issue trends

e. Service Levels Compliance Data report - This report shall include details sufficient to support compliance with the Service Level Standards set forth in this Scope of Services, including but not limited to, data from ongoing operations, reports of all Customer Service activity, and quantification with details of each instance of the service falling below the minimum thresholds set forth in this Scope of Services.

Quarterly Reports

Contractor shall provide the following quarterly reports and data. Such reports and data are due in digital format no later than fifteen (15) calendar days after the end of each contract year quarter and no later than five (5) business days prior to the corresponding quarterly meeting. Contractor shall send these reports and data electronically to the City's Project Manager. In the event that the City discovers errors in any report or data the City shall notify Contractor and Contractor shall submit corrected reports and/or data within five (5) business days following notification of errors. The quarterly reports and data shall include the following:

a. Aggregation of data and information from prior three monthly reports and data

b. Progress towards reaching the established Revenue Threshold for the given Fiscal Year with sufficient detail to provide City with information that sufficient revenues are being generated by the Program.

c. Maintenance Report:

(1) Current and proposed Program hardware and software upgrades or changes
(2) Maintenance issue trends and totals
(3) Record of all "touch-points" replacement during the quarter pursuant to the Maintenance Plan, including the associated costs and timelines

d. Demographics Report:
(1) Certain non-sensitive, demographic information of Program users.
(2) Aggregated trip details by user home zipcode
(3) Progress towards Program equity goals including but not limited to: membership by zip code, utilization of cash and other alternative membership payment methods, targeted marketing and education, sponsored memberships, etc.
(4) Calories burned
(5) Greenhouse gas emissions reductions

e. Other information that may be beneficial to the City's vision and goals, including those developed as a part of the Healthy St. Petersburg Initiative.
(1) Samples of all promotional and educational materials developed, along with details of printing quantities and distribution methods
(2) Completed and upcoming promotional events
(3) Completed and upcoming membership drives and promotions
(4) Completed press releases and media articles

Annual Reports

Contractor shall submit the following annual reports and data. Such reports and data are due in digital format no later than forty-five (45) days after the end of each Fiscal Year. Contractor shall send these reports and data electronically to the City Project Manager. In the event that the City discovers errors in any report or data the City shall notify Contractor and Contractor shall submit corrected reports and/or data within five (5) business days following notification of errors. The annual reports and data shall include the following:

a. Aggregation of data and information from applicable quarterly and monthly reports

b. Data for program operations in any other jurisdictions operated by Contractor in the Tampa Bay Region

c. Results from annual member survey

d. Strategic plans for coming Fiscal Year

5. City Responsibilities

The City shall:

a. Provide a single point of contact ("City Project Manager") to administer the Agreement.

b. Provide timely review and feedback on reports, inquiries and general performance.

c. Support efforts to secure sponsorships in support of the Program.

d. Assist in streamlining the permitting process.

d. Provide notification of upcoming special events, construction projects, or other City activities that may impact any Bike Share Hub or operations of the Program.

e. Conduct unscheduled spot-checks weekly or more often if necessary to ensure that Contractor is performing obligations as set forth herein including but not limited to ensuring compliance with the Service Level Standards and Maintenance Plan.

Attachment 1
Bike Share Equipment

Bike Share Equipment Specifications

V3 Smart Bicycle Requirements -

1. Bicycles shall have a rust and corrosion resistant aluminum step-through frame with stainless steel components and an integrated basket
2. Bicycles shall have a Shimano Nexus internal 8-speed hub with chainless shaft-drive, or equivalent
3. Bicycles shall have interior routed cabling
4. Bicycles shall have pedals that are aluminum with rubber grips
5. Bicycles shall have front and rear hub/drum brakes that are of sufficient quality such that users are able to comply with applicable Florida Statutes regarding braking
6. Bicycles shall have tires that are 26"x1.75" Kevlar puncture resistant Kenda with reflective sidewalls, or equivalent
7. Bicycles shall have lights that are LED, integrated and automatic. Lights will be white in appearance while illuminated for the Front Light and red in appearance while illuminated for the Rear Light; Bicycle Lights shall be of sufficient quality such that users are able to comply with applicable Florida Statutes regarding illumination
8. Bicycles shall have posts and seats that have an adjustable quick release with comfort seat with indexed sizing guides and security fasteners
9. Bicycles shall have a grip bell that is of sufficient quality such that users are able to readily comply with applicable Florida Statutes regarding audible warnings
10. Bicycles shall have a power system that includes a solar panel, a dynamo generator, battery pack, and dual capacitors, all of which are of sufficient size and quality to allow for operations that comply with the Service Level Standards
11. Bicycles shall have a LCD display screen and keypad that are of sufficient size and quality to allow for operations that comply with the Service Level Standards
12. Bicycles shall have front and rear fender and skirt guard
13. Bicycles shall have a kickstand
14. Bicycles shall have an integrated lock and GPS tracking capabilities
15. Bicycles shall include equipment to provide wireless connectivity
16. Bicycles shall include a RFID/NFC Reader
17. Bicycles shall be of a quality that is sufficient to maintain an attractive appearance and remain in good working order at all times.
18. Bicycles shall be colorized with a durable corrosion resistant powder-coat that meets or exceeds applicable AAMA standards

Bicycle Parking Station Equipment Requirements -

Racks and Base Plates -

1. Bicycle racks shall be a durable powder-coated steel
2. Bicycle racks shall be fabricated to mount onto the base plate using custom security bolts
3. Bicycle racks shall be of a size that is roughly equivalent to 29" in height and 13" in both width and depth
4. Bicycle racks shall include an opening that provides an accessible area to engage the bicycle lock
5. Base plates shall be made of durable material of sufficient weight to maintain the modular nature of the Program while also able to keep the Bicycle Parking Station clear of any potential trip hazards
6. Bicycle racks shall meet or exceed all applicable Florida Building Code requirements

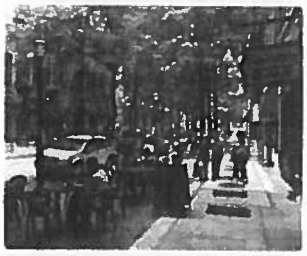
Kiosks -

1. Kiosks shall be steel with a corrosion resistant powder coat
2. Kiosks shall include a visual asset that is 3mm aluminum composite material with vinyl, or equivalent
3. Kiosks shall be of a size that is roughly equivalent to 80" in height, 20" in width, and 28" in depth
4. Kiosks shall include a credit card reader that meets or exceeds all current standards to accept all major international credit/debit cards
5. Kiosks shall include a 12" screen that is located on the kiosk at a height that is roughly equivalent to 42"
6. Kiosks shall include a RFID reader and dispenser
7. Kiosks shall be PCI certified/compliant
8. Kiosks shall include a solar panel, or panels, of sufficient size and quality to allow for operations that comply with the Service Level Standards
9. Kiosks shall include back up batteries
10. Kiosks shall meet or exceed all applicable Florida Building Code requirements

Panel Signs -

1. Panel signs shall be steel with a corrosion resistant powder coat
2. Panel signs shall include a visual asset that is 3mm aluminum composite material with vinyl, or equivalent
3. Large panel signs shall be of a size that is roughly equivalent to 6' in height and 4' in width which does not include the mounting post; the mounting post shall be of a size that is not more than 10' in height including the solar panel, or panels
4. Compact panel signs shall be of a size that is roughly equivalent to 6' in height and 4' in width which does not include the mounting post; the mounting post shall be of a size that is not more than 10' in height including the solar panel, or panels
5. Panel signs shall meet or exceed all applicable Florida Building Code requirements

Attachment 2
EPA Technical Assistance Report



Bikeshare Planning

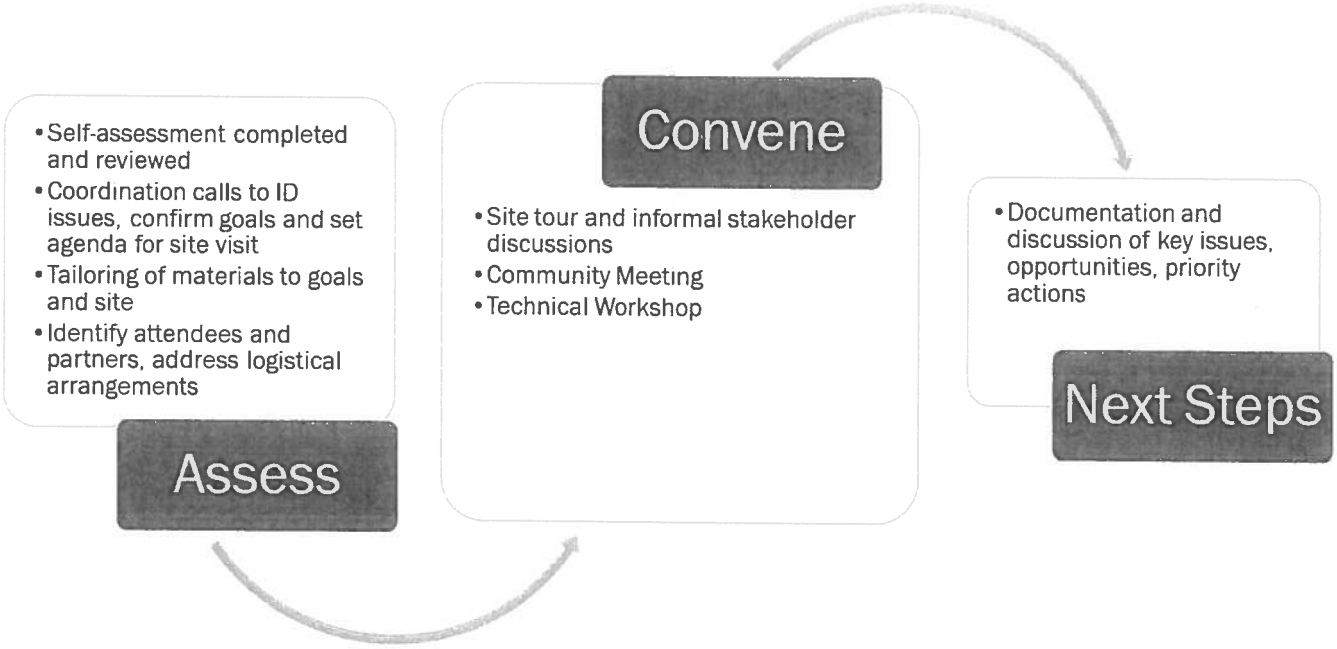
St. Petersburg, Florida

Next Steps Memorandum
August 20, 2015

Introduction

The core mission of U.S. Environmental Protection Agency (EPA) is to protect human health and the environment. EPA's Office of Sustainable Communities (OSC)—or the Smart Growth Office— helps to support this mission by working with communities to reach development goals that create positive impacts on air, water, public health, economic vitality and quality of life for residents. OSC created the Building Blocks for Sustainable Communities program to provide quick, targeted technical assistance on specific smart growth development topics by bringing subject matter experts to communities. Communities request this technical assistance through a competitive application process.

The Building Blocks process is designed to move a community through a process of assessment, convening, and action planning—helping learn about a given topic and create plan to move forward on implementation. The program helps a community identify potential challenges, as well as realize opportunities that already exist to make progress. It includes a series of pre-and post-workshop conference calls, a self-assessment, and an on-site convening of stakeholders to discuss issues, next steps, and actions related to advancing the communities' specific goals. These efforts help a given community gain a deeper understanding of a particular smart growth issue and identify specific steps necessary to move them closer to implementation. The diagram below outlines the typical flow of the Building Blocks technical assistance program.



THREE STAGES OF TECHNICAL ASSISTANCE (CREDIT: RENAISSANCE PLANNING)

This memo documents the key outcomes of the technical assistance for St. Petersburg, Florida with the Bikeshare Planning tool and identifies key community issues, prioritized goals, and specific actions

to achieve a bikeshare system in a bike-friendly community that boosts tourism and improves quality of life.

COMMUNITY CONTEXT

St. Petersburg, Florida is a diverse community of 255,000 people located at the southeastern end of Pinellas County in the region known as Tampa Bay. St. Petersburg has an extensive downtown waterfront lined with parks, public spaces, walkable streets, hotels, marinas, condominiums, a general aviation airport, industry primarily related to marine research, and the University of South Florida at St. Petersburg (USFSP). The city is laid out along a traditional grid street network, with two main commercial corridors connecting downtown to 4th Street and Central Avenue.

THE PINELLAS TRAIL NEAR DOWNTOWN ST. PETERSBURG IS A KEY INGREDIENT IN THE SUCCESS OF THE CITY'S BIKESHARE SYSTEM (CREDIT: KOSTELEC PLANNING)

St. Petersburg has a high level of political support for a bikeshare system. Prior to the technical assistance from EPA, the city revised its code to allow advertising at bikeshare stations, which removed a key obstacle to generating revenue to sustain the program. The city also issued a "Request for Information" to potential bikeshare providers in early 2015 to identify the options available in technology and business models. The city received two responses to the Request for Information, each of which offered very different approaches.

COMMUNITY CONVENING

Comprised of an evening community meeting on June 2nd, followed by a full-day technical workshop on June 3rd, EPA's on-site technical assistance focused on how to help the community in St. Peteresburg move from the initial "Request for Information" phase to implementation of a full bikeshare program. It also explored issues and opportunities related to equity in bikeshare access and use.

Bikeshare Survey Results

The city developed a short survey[1] in support of the technical assistance workshop and hosted the survey link on its main web page from June 1-10, 2015. There were 900 responses, with overwhelming support (90 percent) in favor of the city developing a bikeshare program. Key survey findings include: About 50% of respondents said that they currently bike around downtown St. Petersburg and surrounding neighborhoods.

[1] Welcome page to the St. Petersburg Bike Share Survey. http://www.stpete.org/internal-news-detail_T2_R92.php

- About 14% of respondents said that they have rented a bike from a local bike shop, and 37% said that they have used bikeshare previously in another city.
- The majority of respondents indicated that they would use bikeshare primarily as a way to park once downtown and visit multiple locations in the area.
- Many respondents said that they would use bikeshare to shop or eat out. A relatively small percentage said that they would use bikeshare to get to work (14%) or school (6%).
- Most respondents indicated that they would use bikeshare monthly or weekly (25% each), with about 15% saying they would use it 2-3 times per week. A total of 65% of respondents indicated that they would be regular users.
- Linking bikeshare to a regional system and having something independent and specific to St. Petersburg were equally supported. The vast majority of respondents said that, whatever approach is taken, it should be one that is an appropriate technology for St. Petersburg, rather than copying a model from another city.
- Most respondents said that they wanted separated bike facilities or shared-use, off-street paths to support bikeshare.
- Most respondents said that they would like physical stations where bike rentals and returns can occur, as opposed to a GPS-based system requiring mobile applications.

The survey solicited comments and, while this generated a wide range, there were some common themes. Many respondents emphasized the importance of connecting bikeshare with the Pinellas Suncoast Transit Authority (PSTA) buses and trolley, and the Downtown Looper. Others expressed a strong desire to ensure the bikeshare system is not just located in the core of downtown or tourist-oriented places, but can serve everyone. Several people felt that the city should be clear in its intentions and define a system that works for residents, workers, and tourists; and that local tax dollars should not be spent on bike rentals designed primarily for tourists. Expansion to the beaches and bike safety education for users were frequently expressed recommendations. Other comments discussed maintenance, theft, safety, and adequate facilities.

Site Tour

The on-site technical assistance began June 2, 2015 with an interview with local television station Bay News 9. The interview was held at the Municipal Services Center building and focused on the purpose of the workshop, and served as an opportunity to invite and encourage stakeholders to complete the on-line bikeshare survey. The interview was followed by lunch with the core local and project teams, and a tour of key local destinations, corridors, and neighborhoods that could be served by bikeshare. St. Petersburg is a large city, geographically speaking, and the technical assistance

View of St. Petersburg from Tampa Bay (Credit: Kostelec Planning)

focused on a logical study area for initial rollout of a bikeshare system that reached from 38th Avenue North to 18th Avenue South; 34th Street on the west; and the Tampa Bay waterfront on the east.

The field tour identified key districts:

- Deuces Live along 22nd Street South: an historic and revitalizing focal point of the city's African-American community;
- EDGE and Grand Central Districts along Central Avenue;
- 4th Street North corridor and surrounding neighborhoods such as Old Northeast and Historic Uptown;
- Crescent Lake area and Coffee Pot Bayou;
- Historic Downtown and waterfront areas of the city; and
- University of South Florida St. Petersburg (USFSP) downtown campus; the All Children's Hospital complex; Bartlett Park; Old Southeast and Historic Roser Park neighborhoods on the south side of the study area.

Community Meeting

The first public engagement event conducted in St. Petersburg was a community meeting held in the evening on Day 1. The community meeting provided residents with a general understanding of what bikeshare means for St. Petersburg, and engaged them in a discussion about their previous experiences with both bikeshare and bicycling in St. Petersburg. This allowed the project team to understand how the community viewed its own potential for bikeshare. A brief presentation was made, introducing the concept of bikeshare and the technical assistance process. This was followed by facilitated breakout discussions identifying assets, stakeholder concerns, opportunities for biking, and specific bikeshare sites. This meeting was open to the public and included city of St. Petersburg staff; stakeholders; advocates such as the St. Petersburg Area Chamber of Commerce; St. Pete Downtown Partnership; the Pinellas County Metropolitan Planning Organization (MPO); St. Petersburg Sustainability Council; Shift St. Pete; and two elected officials (Mayor Rick Kriseman and Councilman Jim Kennedy). A full list of participants is included in the Appendix.

Technical Workshop

Day 2 included a two-session technical workshop, allowing time for more targeted discussions on goals, strengths, challenges, and opportunities relating to infill development and strategies for moving toward implementation. The Day 2 technical workshop engaged key stakeholders, technical staff, elected officials, and the local project team, resulting in specific actions to move towards meeting community goals. Opening with a recap of the assets and opportunities identified during the previous night's community meeting, the project team led a facilitated discussion within small groups that tackled the questions of what sorts of trends, opportunities, and challenges are present in the market for bikeshare in St. Petersburg. The smaller, more focused work sessions honed in on the operations; business plan; and funding strategies for a potential bikeshare program. Participants identified key destinations on maps, marked up potential station areas, and defined an array of potential partners and funding options that could be included and further considered in the next

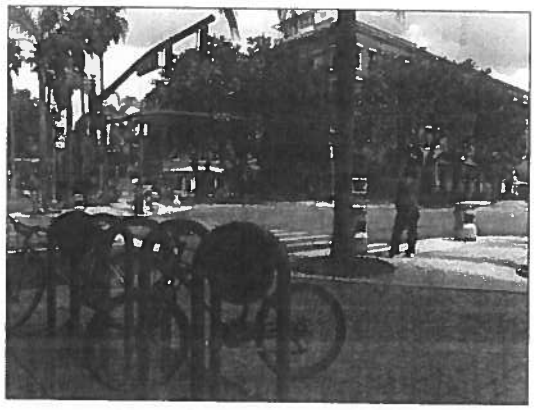
steps of bikeshare program development. The last segment of the workshop outlined a timeline of activities that need to be accomplished if the city is to begin operations in 2016.

KEY COMMUNITY ISSUES

Workshop attendees were motivated to find strategies that would capitalize on the city's strengths, but recognized that there are challenges to be overcome. Many viewed the workshop as a starting point for identifying, and acting upon, opportunities to strengthen the potential for bikeshare in St. Petersburg. Participants in the workshop identified the following as key issues for the community to consider when developing a bikeshare system to serve St. Petersburg:

Strengths

St. Petersburg has a number of strengths that will contribute to its pursuit of a bikeshare system. The foundation for bikeshare is already laid with a strong bike community in the downtown areas, and the many destinations for locals and tourists make the city attractive to explore by bicycle.



THERE IS A STRONG BICYCLING PRESENCE IN DOWNTOWN ST. PETERSBURG, INCLUDING AREAS ALONG THE CENTRAL AVENUE CORRIDOR (CREDIT: KOSTELEC PLANNING)

- **Strong bicycling presence:** There is a strong bicycling presence in downtown St. Petersburg already, including areas along the Central Avenue Corridor. A bikeshare system would enhance this existing bike community and broaden interest for locals and tourists alike.
- **Many local attractions to visit:** There are already many attractions in the city, and bikeshare can help tourists and residents discover neighborhoods and create opportunities to explore. Residents would like bikeshare to be seen as a fun part of visiting and living in St. Petersburg.

St. Petersburg's vibrant downtown and bike community are key ingredients for a successful bikeshare system. Planning for bikeshare can take advantage of these strengths.

Challenges

The challenges to bikeshare planning in St. Petersburg are linked to its infrastructure for both bicycles and automobiles. Navigating the city in any mode can sometimes create issues.

- **Traffic and parking challenges:** Participants noted traffic and parking challenges during citywide events in and around the waterfront areas of the city. Having bikeshare may help tourists reach their destinations faster.
- **Sidewalk bicycling**: Participants and city staff noted bicyclists using the sidewalks on the downtown commercial streets is a primary concern of merchants. As the city encourages

more bicycling downtown, they felt it needs to encourage bicyclists to either legally ride at a pedestrian pace on the sidewalks, or use the roadway when cycling faster.

- **Lack of connectivity:** Attendees cited a need for bike route connectors such as for lanes that terminate mid-block or at intersections. They also said better links between key origins and destinations could help facilitate more accessible connections, and enable tourists, residents, and workers to have a safe and comfortable place to ride.

St. Petersburg has provided bicycle infrastructure in some places, but connecting heavily used routes and key origins and destinations will be important to a bikeshare success. Overcoming these challenges will benefit not only the bike community, but drivers as well, who currently experience traffic and parking challenges.

Opportunities

Several opportunities for bikeshare exist in St. Petersburg. Better yet, many of the opportunities that exist for the city would be direct byproducts of a bikeshare system.

- **Improved "last mile" connections / more transit options:** Workshop participants noted that with proposed changes at the downtown Williams Park bus transfer station, bikeshare could help connect people to transit. They posed that bikeshare could improve access around downtown to jobs, entertainment, health care, and education for those who do not have access to a car or choose not to drive. Attendees felt bikeshare could improve how people move around downtown without having to make multiple trips by car.
- **Eyes on the road:** Participants felt bikeshare could help with pedestrian and vehicle safety, as people who use bikeshare will likely be more conscious of bicyclists when they are driving, and more likely to treat them with courtesy. They also said that more bikes on the road help make the streets safer for everyone.
- **Emissions reduction:** Participants posed that bikeshare can help reduce the number of vehicle trips through a "park once" environment downtown, enabling people to keep their car parked, or not bring a car at all.
- **Traffic demand management:** Workshop attendees also agreed that bikeshare could help provide access during key downtown and waterfront events. In addition, with a good bikeshare program in place, they said bikeshare may reduce the need for visitors to rent a car. Participants felt bikeshare would open parking spaces and provide travel options linking downtown hotels with destinations including museums, baseball games, and the thriving commercial districts surrounding downtown. However, residents noted that there may be a need to address higher volumes of people trying to get or return bikes during peak times. This could necessitate some type of valet or volume-oriented operational responses.

Last mile connections for transit, as well as increased transit options, are two opportunities for a new bikeshare system to take advantage of in St. Petersburg. Some of the opportunities related to bikeshare, however, would simply come as a result of a system. Bikeshare has the opportunity to put

more eyes on the road; reduce emissions downtown, and manage traffic demand, all by virtue of offering an alternative to automobiles.

NEXT STEPS

In the course of the technical workshops, the technical assistance team posed questions to the participants designed to foster discussions and draw out community members' observations and opinions about key community issues summarized in the section above. Below outlines what common goals came forth in order to move bikeshare towards implementation. Additional supportive strategies are in the Appendix.

Affordability

Bikeshare in St. Petersburg will need to be in line with the local market prices so that people can use it regularly. The cost of membership should be kept low with incentives for monthly/yearly membership and partners, such as hotels, providing for short-term or daylong memberships. The key decision for St. Petersburg is whether to fund the capital costs for a bikeshare system. They city may own everything. Alternatively, a private operator may develop sponsorships, and supplement with membership fees, to fund the system. The Request for Information responses favored widely diverging approaches. Based on these responses and discussions during the workshop, the city will need to come to consensus three main issues:

- What components of a bikeshare system does St. Petersburg want (i.e. how big of a system does the city wish to support)?
- When will expansion occur, and how will it be considered?
- How might other communities on the peninsula join the system?

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Identify funding specifics & develop a funding plan	Develops expectations for start-up and annual budget needs.	2-3 months	City	Mayor and Council, MPO, interested sponsors	Staff time to deveop the budget and discussions with mayor's office, mayor and council and potential sponsors.
Confirm funding commitment	Re-affirms commitment to implementation via city budget.	4-5 months	City and elected officials	Partners	Staff and elected officials time for outreach.
Determine maintenance/regener	Sets up expectations for budgeting	After 3 years	City and vendor		Use data from other systems to

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
ation timeframe for bikeshare capital	replacement of worn-out bicycles and stations.				identify time and resource commitments.

Improved public health

Bikeshare embodies the goals of both healthy living and healthy playing. The city launched it's Healthy St. Pete initiative in May 2015. The program encourages all residents to live, play, eat and shop healthy, and bikeshare aligns with that program's purpose.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Prepare bikes and stations	Helps city and vendor learn the nuances of the system in the local context and test station/bike performance.	8-10 months	City and vendor (potentially volunteers to assemble bikes as a community event)	Key destinations and local advocacy organizations	Staff and vendor staff time
Launch!	Bikeshare is now on the streets and in use. A "soft" rollout can help workout the kinks in the system and identify preliminary balancing/logistics needs.	12 months (from start of process)	City and vendor	Everyone.	City and vendor time to evaluate early system logistics once people begin using the system.

Technology interface

Bikeshare would be most helpful to with integrated online maps and wayfinding to orient users to destinations and expected travel time or distances. The technology interface should be intuitive and promote ease of use. However, having a smart phone should not be a requirement for using or understanding the system.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Determine preferred bikshare user interface	Helps St. Petersburg maximize opportunities for	2-3 months (from start of process)	City	Downtown businesses & key partners	Staff time and stakeholder time

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
	success and forms the basis for a Request for Proposal (RFP).				
Collect data & evaluate against performance measures	Allows the city and vendor determine distribution and trip patterns. Measures successes and challenges to allow for optimizing system performance.	Immediately after system launch.	City and vendor	Partners, such as universities and health organizations.	Time to compile system data from stations/bike technology and membership info. Partners, such as universities and health organizations may conduct intercept surveys to collect additional data.
Integrate new technologies	It allows the system to evolve in a rapidly-changing technology market.	TBD	City and vendor	Other bikeshare systems in the state and vendor network	Integrating new technology into the existing system; or replacing existing system with new technology.

Equity

The initial system should include stations in minority and low-income communities. This involves tying together the issues of affordability and technology interface. The system should be made available to those without a smart phone or a credit card. The Bank on St. Pete program should be explored as a means of making the bikeshare system available to all persons in the community that would benefit from the enhanced mobility.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Perform a legal assessment related to roles, responsibilities & city charter challenges	Clarifies how St. Petersburg can implement bikeshare along the waterfront without fear of legal challenges to use of space by bikeshare operator.	2-3 months	City		Staff time

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Determine how to handle future station requests	Creates consisten approach to siting new stations or moving existing stations.	Ongoing	City and vendor.		Staff and vendor time to identify proper procedures.
Identify options & financial impacts of growing system outward vs. increasing station density.	Helps determine how existing or new resources are best spent to optimize system performance. Future investment could be a hybrid approach.	As needed	City and vendor	Partners, new cities/communities	New stations and bicycles.

Ease of use

The tourism draw and desire to limit the amount of time a bikeshare user—particularly a visitor—has to spend at a station or kiosk was brought up as a consideration for determining which type of bikeshare system might be most suitable for St. Petersburg. With many international visitors, lack of a smart phone could be a barrier to tourists using the system.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Endorse an acceptable business model	Settles pertinent implementation issues prior to RFP release	2-3 months	City	Mayor and Council	Staff time to review
Scope station sites & Develop site renderings	Determines location for stations and identifies interdepartment roles in review (e.g. Park locations, sidewalk, curbsite).	6-8 months (from start of process)	City and vendor	Private landowners where station locations are targeted.	Staff and vendor time.
System rollout, branding, marketing, public messaging and "pop-up" stations	Prepares the community for bikeshare implementation and helps users, visitors and partners learn what to expect from bikeshare.	8-12 months	City and sponsors/partners	Media, Chamber, Tourism organizations, key destination (e.g. Dali Museum, University)	Staff and potentially marketing/branding consultant time.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Membership set-up	Begins to compile membership list and identify "pathways" to membership. Also includes education programs and identify social program partners.	6-12 months	City and vendor	Partners, social programs, advocacy organizations	Time for various partners to meet and develop strategies to bolster membership
Implement supportive wayfinding and mapping efforts	Complements the bikeshare system by providing information on where the best routes are to reach destinations or other stations.	6-12 months	City	MPO, Florida Department of Transportation, Key destinations/partners	Staff time to identify wayfinding mapping needs. Production and installation of signs and maps.

There was agreement among workshop participants that an incremental approach to implementing bikeshare in the city is key. Through the city's initial Request for Information, it was identified that the "sweet spot" for St. Petersburg in terms of coverage, connectivity, and cost-effectiveness would be 30 stations and 300 bikes. This would establish a useful start of the system within the core area. A common best practice is to have four stations every square mile; perhaps more in the densely developed areas around the downtown core and waterfront. There was some interest in a system that could connect Downtown with the beaches. The workshop participants found, however, that when limited to 30 stations during a mapping exercise, it was difficult to achieve all of the goals to service numerous nodes and neighborhoods.

The input received through the community meeting and technical workshop revealed strategies beyond the bikeshare system itself that will help enhance the users experience and create more of a bicycling culture in St. Petersburg and nearby communities. These supportive strategies are included in the appendix, and offer several additional next steps for the St. Petersburg community to consider.

APPENDIX

The self-assessment completed by the community and the workshop presentations are attached.

Additional Resources

- U.S. EPA Building Blocks for Sustainable Communities: http://www.epa.gov/dced/buildingblocks.htm
- Bikeshare.com RFP portal http://bikeshare.com/marketplace/rfps/
- North American Bikeshare Association http://nabsa.net/
- Bikesharing in the United States: State of the Practice & Guide to Implementation http://www.pedbikeinfo.org/pdf/Programs_Promote_bikeshareintheus.pdf

Workshop Attendees

Name	Affiliation
Evan Mory	City of St. Petersburg
Cheryl Stacks	City of St. Petersburg
Lucas Cruse	City of St. Petersburg
Tom Whalen	City of St. Petersburg
Mike Frederick	City of St. Petersburg
Cate Lee	City of St. Petersburg
Matthew Carter	St. Petersburg Police Dept.
Kim Brasher	City of St. Petersburg Parks and Recreation Dept.
Cathy Harrelson	St. Petersburg Sustainability Council
Camille Stupar	shiftst.pete.org
Aubri Shauger-Haley	City of St. Petersburg Neighborhood Services
Rob Bocik	Warehouse Arts District Association
Susan Miller	Pinellas County MPO
Jessica Eilerman	City of St. Petersburg Small Business Liaison
Eric Carlson	St. Petersburg Downtown Partnership
Travis Norton	St. Petersburg Area Chamber of Commerce (Day 1 only)

Eric Trull	Coast Bikeshare (Evening Workshop only)
Mayor Rick Kriseman	City of St. Petersburg
Councilman Jim Kennedy	City of St. Petersburg

Supportive Strategies

These supportive strategies and partnership opportunities listed below can create stability and success in the bikeshare program. These strategies and partnerships may also help ease the burden on the city in terms of building ridership support and allowing it to focus its resources on managing and operating the system (through a vendor) and building supportive infrastructure.

Priorities

The community and stakeholders participating in the workshop felt that a bikeshare system could not stand on its own without a diverse set of supportive strategies. From these discussions, the top priorities and keys to implementing a successful bikeshare program were identified as:

- Getting people excited about bicycling through a variety of educational and encouragement programs.
- Implementing proper markings, signage, and wayfinding in coordination with bikeshare system rollout so first-time users and visitors find it easy to navigate the city.
- Adding protected bike lanes to encourage use by a more diverse set of users.
- Identifying suitable shade routes for riding, as people will ride several blocks out of their way to ride in the shade.
- Enhancing access to events, and supplementing shuttle bus services with bikeshare.

Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Establish bikeshare program performance measures	It helps keep the system grounded in reality and helps develop tools to measure and promote progress.	10-12 months	City and vendor	MPO, Advocacy Organizations, FDOT	Staff and vendor time to coordinate research and identifcation of performance measures.
Continue marketing efforts	Learn from the initial system rollout about how users are interacting and using the system. Use this to identify other marketing themes.	3-6 months post-launch.	City and vendor.	Partners and key destinations.	Staff, vendor and marketingc consultant time.
Report successes	Allows the city to actively promote the system through public information means	6 months after rollout, then annually	City and vendor	Partners and advocacy organizations	Staff and vendor time, possibly marketing consultant and advocacy organizations.
Enhance station areas	Improves station areas where there is heavy use or where conflicts or other	Ongoing after initial system	City and vendor	System users through report system access	Varies by those responsible or desirous of station area

	challenges emerge (e.g. On-street parking, curbside access, new businesses at station locations)	rollout and evaluation of performance		needs. Business and neighborhood organizations that embrace bikeshare.	improvements.

Partnerships & Likely Users

These supportive strategies can work in combination with a diverse set of potential partners and users groups to create a successful bikeshare system. There was consensus during the workshop to focus on developing partnerships with city neighborhoods, and to alight with their local objectives. The community members in each neighborhood can provide the grass roots support, marketing, and political support needed to move bikeshare forward. Workshop participants identified likely benefactors, promoters, and sponsors of a St. Petersburg bikeshare system as:

St. Petersburg's trail network links many destinations and key stakeholder areas throughout the city. Photo: Don Kostelec, Kostelec Planning

Likely Partners

- Hotels, via promotions to guests as well as sponsorship and advertising of the system.
- Dali Museum, as there is limited bicycle parking at the museum and the adjacent Mahaffey Theater.
- Tropicana Field and the Tampa Bay Rays.
- Environmental groups, as greenhouse gas reduction is important to the community of St. Petersburg.
- Downtown businesses, as people can park once and take the trolley to reach their destinations.
- Silver Sneakers fitness locations, and public aid programs that are similar to gym memberships.

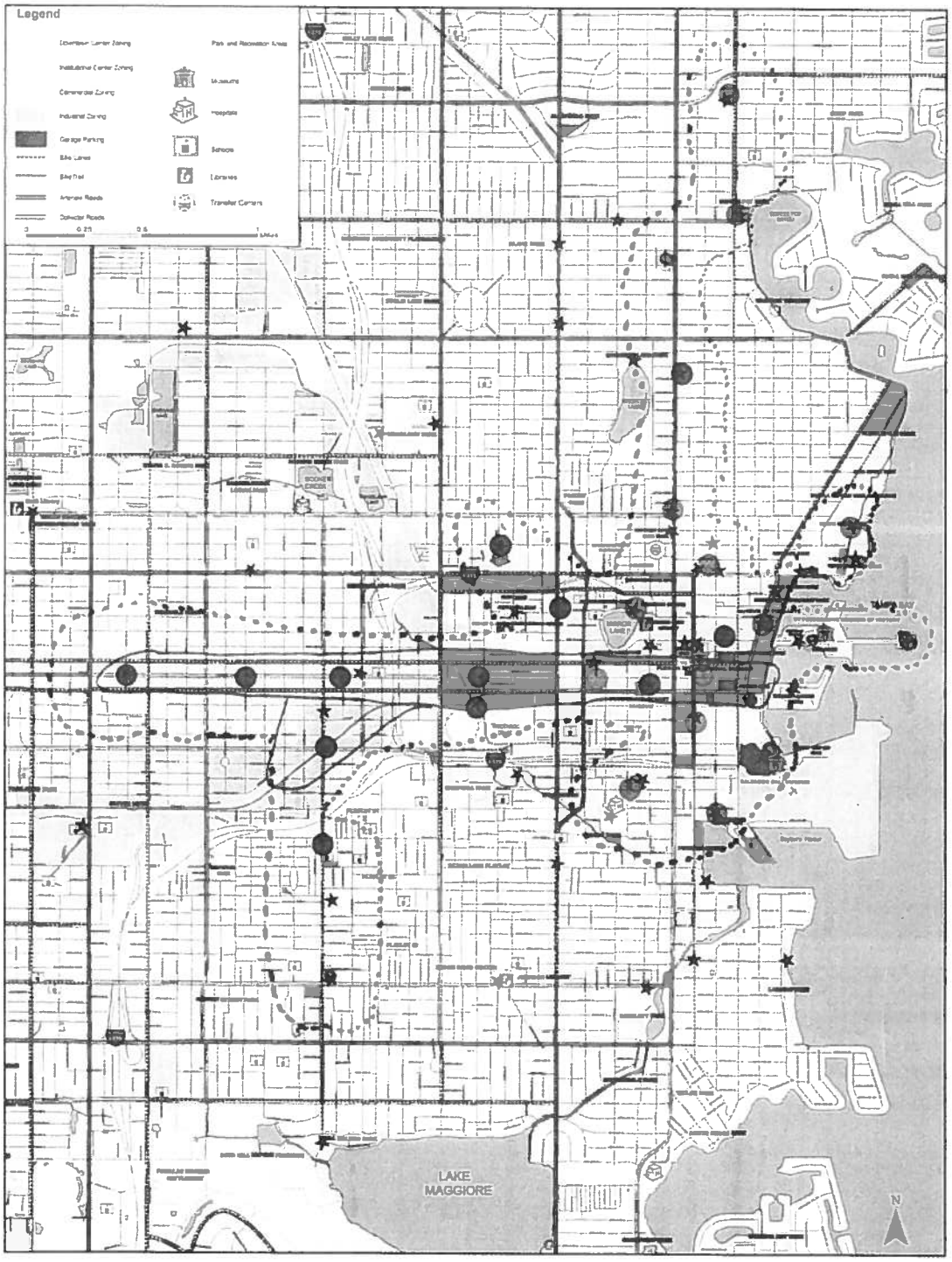
Potential Users

- Restaurant customers (EDGE District, Grand Central, 4th Street, etc.), targeting the lunchtime worker making trips just beyond the limit of what is a comfortable walking distance.
- Event promotors/sponsors to travel between vendors when working events.
- Service workers needing to park inexpensively for long periods in remote lots or garages, and needing secure and dependable transportation to their places of work in the most congested parts of downtown.
- Participants in the Healthy St. Pete preventative active living programs.
- Participants in the Bank on St. Pete program, which provides financial options for those without credit cards.
- Medicare recipients participating with Silver Sneakers fitness program.

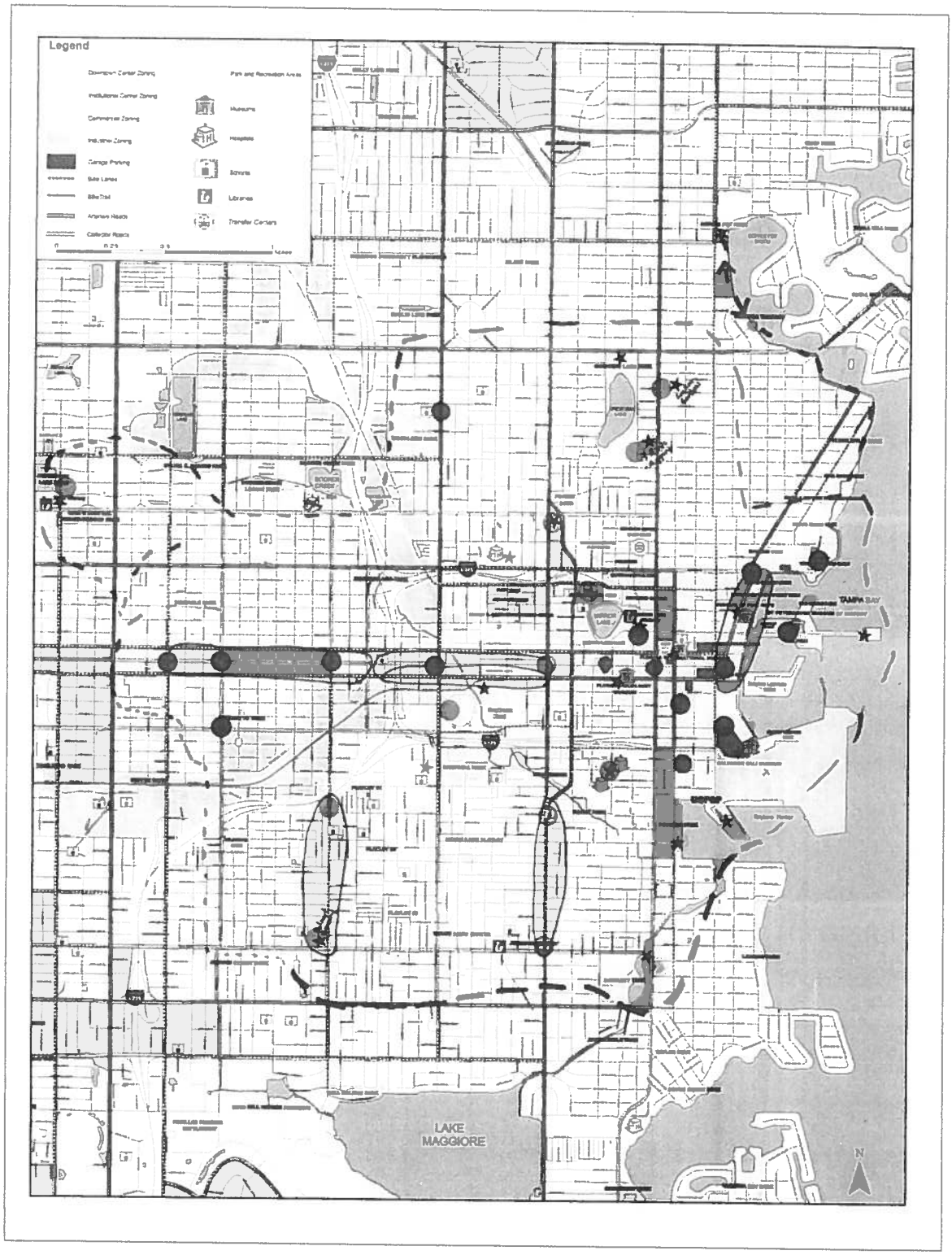
Supporting Potential Action Steps	Why is this Important?	Time Frame	Lead Role	Support	Cost & Implementation Resources
Obtain clear direction from elected officials on next steps and implementation	Gives the city confidence moving forward, knowing that it is a multi-year commitment to bikeshare once implemented.	2-3 months	City leadership		Staff and elected official time.
Determine RFP specifics & expectations	Utilizes Step 1 results to make the RFP clear on its expectations for respondees, stakeholders and city.	4-5 months (from start of process)	City	Any partners who are on-board prior to issuance.	Staff time to redevelop RFP
Decide on term of service for vendor	It allows the city to determine when it wants to re-evaluate the program (e.g. 3 years vs. 5 years)	4-5 months	City		Staff time for research and discussions with decision-makers.
Obtain partnership commitments	Develop and sign contracts based on commitment from partners.	4-5 months	City	Partners	Staff time and partner time to negotiate contracts.
Execute contract with preferred vendor	Sets implementation in motion and prepares for next steps.	4-5 months	City	Preferred vendor	Staff and vendor time to negotiate contracts once vendor is chosen.
Identify new partners	Creates a sustainable sponsorship base, especially for those who want to get on-board with bikeshare once its success is proven	Ongoing	City, vendor, sponsors, and advocacy organization	Chamber and tourism agencies.	Personnel time from various lead agencies.
Evalute need for "mini-systems" in partnering communities	Allow new cities or neighborhoods to invest in expansion of the system.	Ongoing after one-year	City, vendor and new cities/communities	MPO	May require a designated timeframe to focus on this through facilitated discussions and meetings once system operations have matured.

Technical Workshop Maps

The following pages contain scanned images of the technical workshop maps. Participants were asked to identify major destinations and/or key bikeshare trip generators (stars). They were then limited to 30 stations (dots) they could place throughout the city. Once the station placement was identified, they were asked to draw a boundary around a potential service area for the initial rollout of bikeshare (blue dashed line).



TECHNICAL WORKSHOP MAP SCANS: GROUP 1



TECHNICAL WORKSHOP MAP SCANS: GROUP 2

Attachment 3

Helmet Plan

BIKE SHARE HELMET PLAN
ST. PETERSBURG, FL

CYCLEHOP

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coast
bike share

Tampa Office
Coast Bike Share
2740 N Florida Ave, Suite 1/2
Tampa, FL 33605

BIKE SHARE HELMET PLAN

With CycleHop's encouragement of safe cycling, helmets play an important role. Four methods are utilized to increase access of helmets to riders: Partnerships with local businesses, fulfillment and discounts with an Online retailer, optional helmets with early adopter founding memberships and at sign-up via a kiosk. These solutions, combined with educational campaigns and safety messaging on our signs, bikes, and websites, ensure the rider is exposed to safety and helmet messaging.

Partnerships with Local Businesses

As CycleHop focuses to not only help people navigate the community, but build it economically, we have partnered with a number of local bike shops and will continue to expand our partnerships as we near launch. For monthly, student, and annual members, riders are able to show their membership card to receive 25% off the price of a helmet of their choice. This partnership accomplishes a number of goals related to both safety and the overall aim of the city to have more people biking. As bike share tends to be the first exposure in years if not decades to biking, it has been found that users eventually purchase their own bike for longer trips utilizing bike share for short urban transportation needs. By partnering with local shops, money is kept in the local economy supporting small business, but more importantly the relationship is established with an easy and inexpensive purchase, leading the way to the purchase of a bike and other accessories down the line.

This partnership can also extend beyond St. Pete's base of bicycle shops. By encouraging hotel concierge to keep a supply of helmets, we'll address the visitor market. Other sponsors and partner shops may also elect to keep a small quantity of helmets in inventory enabling easy access for users and promotion of their business through the systems messaging.

FOLLOW THE RULES OF THE ROAD

RIDE SAFELY

Ride safe while you're on the Coast! The following local bike shops are offering a 25% discount on helmets purchased at their store by showing your Coast Annual Membership Card:

City Bike Tampa
http://citybiketampa.com/
212 E Cass St.
Tampa, FL 33602
(813) 225-1777

Velo Champ
http://www.velochamp.com/
6112 N Central Ave,
Tampa, FL 33604
(813) 374-2424

St. Pete Bicycle and Fitness
http://www.stpetebicycleandfitness.com/

1205 4th St N,
St Petersburg, FL 33701
(727) 894-7746

Excerpt from CoastBikeShare.com

Online Fulfillment

For users looking for a quick and easy solution to obtain a helmet we have partnered with Bern helmets. Bern is a nationally known helmet provider. Each membership includes a promo code for 30% off, which can be redeemed Online in their store. With just a few clicks users are able to secure a helmet that will be delivered directly to their door.

Promotional Membership Helmet Solutions

As part of CycleHop's pre-launch membership promotion, users can elect to receive a free helmet. Founding memberships are offered for early adopters, and feature annual memberships with additional ride time, 90 minutes versus 60, as well as additional perks. During registration, users can choose between a free helmet or a swag bag filled with items such as t-shirts, sunglasses, water bottles and more. Giving the users the option, enables those without

helmets to access one, while granting other early adopters, who already have helmets, the choice of materials that not only add value to the membership but serve as additional marketing and promotion for the program.

Terminal - Helmet Dispensing Kiosk

Helmets can be made directly accessible to riders through a new kiosk option. While these innovative kiosks have not been installed in other markets to date, the City could choose to implement this option as a part of the overall helmet accessibility plan once proven and commercially available.

Kranium helmet kiosks can be located at strategic locations throughout the station network providing inexpensive new, recyclable helmets. Placement for kiosks is largely determined by demand of the visitor market. As most locals have the opportunity to purchase helmets from local bike shops, these kiosks will focus on those that are traveling. This includes areas that are high in traffic such as hotels, museums, and the waterfront. Implementation of these kiosks in only a few strategic places around the city save capital expenses while providing a safe solution for visitors to St. Petersburg.

This technology could be made available in the future if demand dictates. Currently the vendor is working to scale out production as well as assessing the possibility of integrating directly with the Social Bicycles system, enabling a user to secure a membership and a helmet through one screen-flow.

By combining these four solutions encouraging helmet use and accessibility with other safe cycling behaviors, CycleHop hopes to increase adoption of safer bicycle travel.

Kranium kiosk

APPENDIX B-1

	Item	Quantity
1	V3 Smart Bicycle	300
2	Skirt Guard: Whole Wheel	300
3	Eight Speed Hub w/Drive Shaft	300
4	Starter Parts Kit	300
5	Rack + Base Plate	450
6	Solar Operated Payment Kiosk	10
7	Large Info Panel	15
8	Compact Panel with Full Length Cover	15

APPENDIX B-2

MISCELLANEOUS SET-UP COSTS				
	Item	Quantity	Unit Cost	Total
1	Pre-Launch Staffing (6 months)	6	$5,000	$30,000
2	Bicycle Graphics	300	$35	$10,500
3	Signs and Kiosk Graphics	40	$500	$20,000
4	Facility Lease & Set-Up	1	$25,000	$25,000
5	Vehicle	1	$40,000	$40,000
6	Planning and Permitting	30	$2,000	$60,000
7	Hub Assembly, Installation, Setup	30	$1,000	$30,000
8	Updating Website to include Program	1	$5,000	$5,000
9	Membership Cards	1,000	$3	$3,000
10	Performance Bond for Capital Costs	1	$10,000	$10,000
TOTAL MISCELLANEOUS SET-UP COSTS				**$233,500**

REVISED 4.14.16

St. Petersburg City Council Agenda Item
Meeting of April 21, 2016
Reports

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

Subject:
A Resolution approving the agreement between the City of St. Petersburg and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's Bike Share Program; Authorizing the City Attorney's Office to make non-substantive changes to the agreement; Authorizing the Mayor or his Designee to execute the agreement and all other associated documents; Approving transfers from the unappropriated balance of the Parking Revenue Fund (1021) in the amount of $500,000 and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount of $500,000 to the General Fund (0001); Authorizing a supplemental appropriation in the amount of $1,500,000 from the unappropriated balance of the General Fund (0001), $1,000,000 resulting from the above transfers and $500,000 from the General Fund (0001) BP Settlement funding, to the Transportation & Parking Management Department (2811797), Transportation Planning Administration to provide funding for the City's Bike Share Program; and providing an effective date.

Explanation:
In recent years, the City has undertaken several steps to develop a public Bike Share program. The latest efforts included the issuance of a RFI in March 2015 to assess the marketplace for bike share in St. Petersburg, coordination with the U.S. Environmental Protection Agency to further investigate the program's feasibility and development of an action plan for implementation, and the issuance of a RFP to garner proposals for a specific St. Petersburg Bike Share Program. Through careful deliberation, the RFP selection committee worked to make a recommendation to select the most appropriate proposal and business model that is in keeping with the City's interest and is most likely to be successful in St. Petersburg. It was determined that the most appropriate size of the initial launch of the Bike Share Program in the City should be 300 bikes with 450 racks at 30 stations with coverage that generally includes the greater Downtown core and waterfront parks along the North Bay Trail from Vinoy Park to Coffee Pot Park, the Edge District, Grand Central District, the Deuces corridor, and the 4th Street North Garden District.

Earlier this year, Council held two workshops to discuss the St. Petersburg Bike Share Program. In the workshops, staff presented detailed information about the proposed Bike Share Program's business model which calls for the City to own the bike share equipment with an upfront investment of $1,500,000 that includes program set-up, software fees and contingency. It also calls for an agreement with a contractor to manage, market, operate and maintain the program on the City's behalf, at no further cost to the City during the course of the three-year term. This business model, as proposed by CycleHop, includes an opportunity for the City to share in the success of the Bike Share Program should revenues exceed expenses, expressed as an established cost recovery threshold.

The attached agreement represents the result of negotiations between the City and CycleHop to reflect the business points that were established by the City.

Cost:
As previously indicated, based upon the proposed business model recommended by the RFP selection committee, the costs to the City associated with the St. Petersburg Bike Share Program for the initial three year term are limited to the initial capital investment for the purchase of the bike share equipment, program set-up costs and software fees. The City shall pay Contractor an amount not to exceed $993,500 for the Bike Share Equipment, $233,500 for miscellaneous set-up costs, and $194,400 for the SoBi License and Connectivity Services. An initial contingency amount of $78,600 has also been included in the overall program costs which totals $1,500,000.

Based upon the request of Council, Administration has reviewed the opportunity to finance the Bike Share Program through a variety of funding sources, including Tax Increment Financing (TIF). And while a very small portion of the bike share equipment (less than 5% of the total project cost) is eligible to be purchased with TIF funds, the administrative requirements to ensure that the minor equipment purchase complies with the Community Redevelopment Act to remain permanently fixed would be considerable. Since it does not significantly reduce the contributions of the other funding sources and may become overly burdensome, Administration recommends that an evenly shared financing solution from the Parking Revenue Fund (1027), Transportation Impact Fees (3071), and BP Settlement funds from the General Fund (0001) in the amount of $500,000 from each fund represents the best financing scenario to establish a Bike Share Program in the City of St. Petersburg.

Recommendations: Administration recommends that Council adopt the attached resolution approving the agreement between the City of St. Petersburg and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's Bike Share Program; Authorizing the City Attorney's Office to make non-substantive changes to the agreement; Authorizing the Mayor or his Designee to execute the agreement and all other associated documents; Approving transfers from the unappropriated balance of the Parking Revenue Fund (1021) in the amount of $500,000 and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount of $500,000 to the General Fund (0001); Authorizing a supplemental appropriation in the amount of $1,500,000 from the unappropriated balance of the General Fund (0001), $1,000,000 resulting from the above transfers and $500,000 from the General Fund (0001) BP Settlement funding, to the Transportation & Parking Management Department (2811797), Transportation Planning Administration to provide funding for the City's Bike Share Program; and providing an effective date.

Attachments:

(1) Resolution
(2) Draft Agreement with Appendices

Approvals:

EM 4-13-16

Administration

4-14-16

Date

DeVeis L. Fuller

Budget

4-13-16

Date

RESOLUTION NO. 2016-___

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CYCLEHOP, LLC ("CYCLEHOP") FOR CYCLEHOP TO SET-UP, MANAGE, MARKET, OPERATE AND MAINTAIN THE CITY'S BIKE SHARE PROGRAM; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER ASSOCIATED DOCUMENTS; APPROVING TRANSFERS FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) IN THE AMOUNT OF $500,000 AND THE TRANSPORTATION IMPACT FEES CAPITAL IMPROVEMENT FUND (3071) IN THE AMOUNT OF $500,000 TO THE GENERAL FUND (0001); AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,500,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), $1,000,000 RESULTING FROM THE ABOVE TRANSFERS AND $500,000 FROM THE GENERAL FUND (0001) BP SETTLEMENT FUNDING, TO THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT (2811787), TRANSPORTATION PLANNING ADMINISTRATION TO PROVIDE FUNDING FOR THE CITY'S BIKE SHARE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued a request for proposals for a three-year contract for a bike share program on August 31, 2015; and

WHEREAS, the selection committee for the request for proposals process selected CycleHop, LLC ("CycleHop"); and

WHEREAS, CycleHop represents that it possesses the personnel, skills and experience necessary to set-up, manage, market, operate and maintain the City's bike share program; and

WHEREAS, the City and CycleHop desire to execute an agreement ("Agreement") for CycleHop to set-up, manage, market, operate and maintain the City's bike share program; and

WHEREAS, CycleHop has agreed to the terms and conditions set forth in the Agreement; and

WHEREAS, transfers from the unappropriated balances of the Parking Revenue Fund (1021) in the amount of $500,000, and the Transportation Impact Fees Capital Improvement Fund (3071) in the amount $500,000 to General Fund (0001) and a supplemental appropriation in the amount of $1,500,000 from the unappropriated fund balance of the General Fund resulting from the above

transfers and from the BP Settlement resources to the Transportation & Parking Management Department (281) are needed to provide funding for the City's Bike Share Program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Agreement between the City of St. Petersburg, Florida, and CycleHop, LLC ("CycleHop") for CycleHop to set-up, manage, market, operate and maintain the City's bike share program is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement to correct typographical errors and clarify provisions of the Agreement to conform to City Council's direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other associated documents.

BE IT FURTHER RESOLVED that there are hereby approved the following transfers for FY2016:

Parking Revenue Fund (1021)	
Transfer to General Fund (0001)	$500,000
Transportation Impact Fees Capital Improvement Fund (3071)	
Transfer to General Fund (0001)	$500,000

BE IT FURTHER RESOLVED is hereby approved from the increase in the unappropriated balance of the General Fund (0001), $1,000,000 resulting from the above transfers and $500,000 from the General Fund (0001), BP Settlement Funding, the following supplemental appropriation for FY16:

General Fund (0001)	
Transportation & Parking Management (0001 281)	$1,500,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)

Budget

Administration

4-12-16 md

CITY COUNCIL AGENDA
REPORT ITEM

March 17, 2016

TO: The Honorable Members of City Council

SUBJECT: Skyway Marina District Report/Update

PRESENTER: Jack Dougherty, President, Skyway Marina District
Keri Melshenker, Executive Director, Skyway Marina District

SCHEDULE FOR COUNCIL ON:
Agenda of April 21, 2016

Steve Kornell
Council Member

DST_5267454

CITY COUNCIL AGENDA
REPORT ITEM

April 4, 2016

TO: The Honorable Members of City Council

SUBJECT: 8-80 Cities

PRESENTER: Gil Penalosa, Founder & Chair of the Board

SCHEDULE FOR COUNCIL ON:
Agenda of April 21, 2016

Darden Rice
Council Member

Item E-5 backup will be available at a later date.

Approval of a Development and South Core Parking Agreement in support of the new James Museum.

E-5

MEMORANDUM
City of St. Petersburg City Council
Meeting of April 21, 2016

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

Date: April 14, 2016

Subject: Resolution approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the general fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the mayor's office (0001-020) for the establishment and implementation of a city-wide tree planting program Agenda Item

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Background

In an effort to increase the city's tree canopy which in turn contributes to increased environmental, health, and economic benefits, some preliminary work was completed by Former Mayor David Fischer and the Parks & Recreation Department to identify tree planting areas on city property and right-of-way. The BP Settlement was identified as a sensible funding source to re-initiate tree plantings and contribute to preliminary steps for long-term urban forestry planning. Councilmember Nurse referred a resolution to allocate $500,000 of BP Settlement funds. On March 3, 2016, City Council requested additional information from the Office of Sustainability on how a $500,000 allocation would be spent for a successful tree planting program. The summary below outlines additional scope and budget information for the allocation.

Scope and Budget Outline

The scope and budget outline in Table 1 below was developed with input from the Office of Sustainability, the Parks & Recreation Department, Former Mayor David Fischer, Morelli Landscaping, Inc., and community members from City Beautiful Commission and the St. Petersburg Sustainability Council. In addition, technical input from University of Florida IFAS Extension, City of Tampa Department of Natural Resources, and local consultants was gathered to create tasks and steps that will contribute to tree survival and preliminary work for long-term urban forestry planning.

The table below is intended to be summary-level task information and an estimate based on the input mentioned above and does not reflect bid-level cost information.

Additional coordination with consultants, technical advisors, and community members will occur as part of detailed scope development and tree planting program.

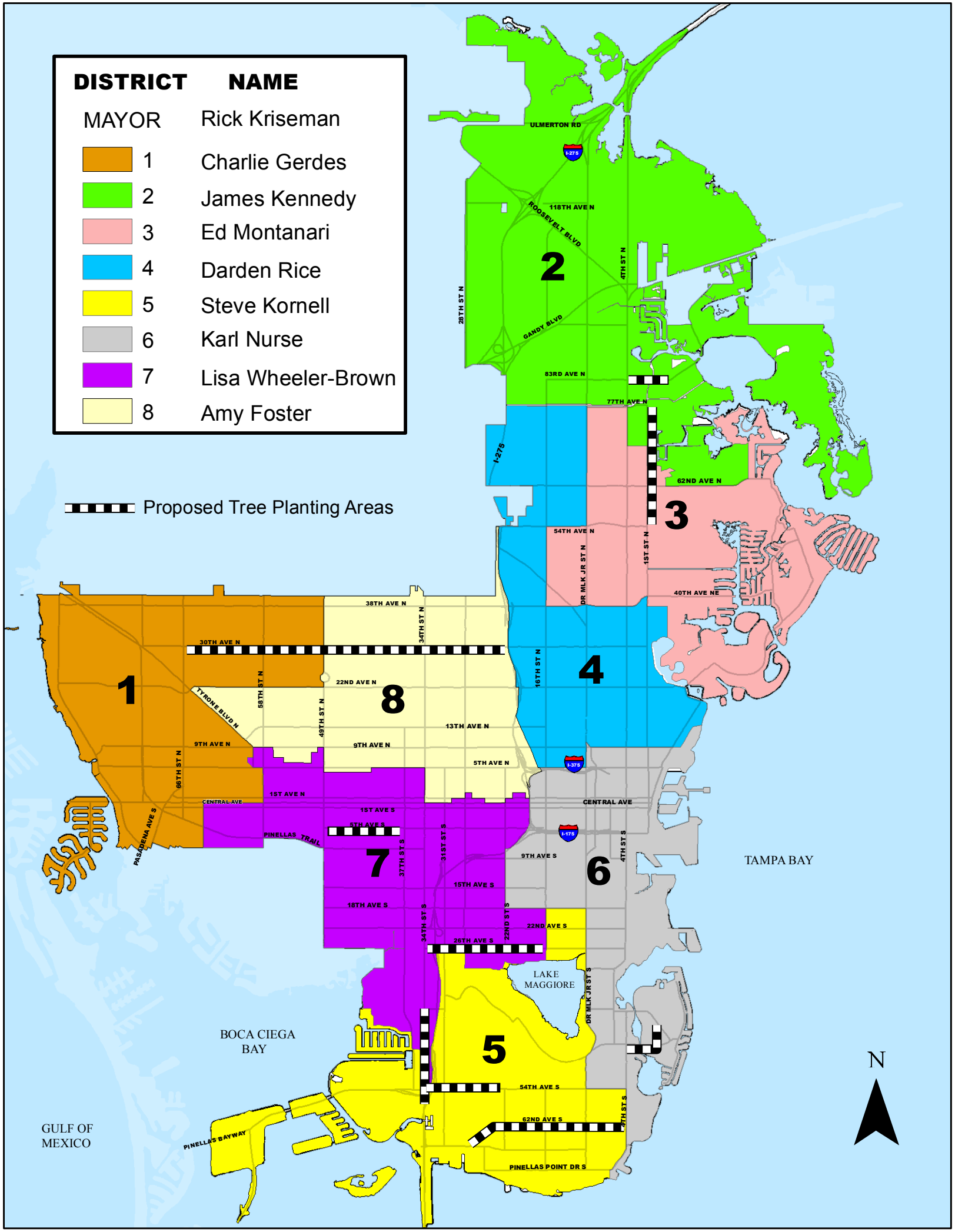
Table 1. Scope and Budget Summary Estimate

Task	Description	Budget Range	Who
1-a. ID/Evaluate Planting Sites	Certified Arborist to review sites in each council district for site and soil evaluation (volume, beginning with sites identified by Mayor Fischer (see attached map) and several alternate sites	Up to $9,000	Consultant
1-b. ID Appropriate Species	Based on site evaluation, develop matrix of appropriate species and size for planting	Up to $1,000	Consultant
1-c. Planting Plan & Procedure	Planting plan including early implementation project, schedule for full planting plan, and recommendations for work needed to bring soils up to specifications	Up to $1,000	Consultant
2. City-wide Canopy Analysis	Review historic and current data to develop a canopy analysis that will yield trends and ground cover information	Up to $3,800	Consultant
3. Education & Outreach	Leverage program for educational materials, outreach/planting project, build community partners and resources including funding for development of long-term program	Up to $2,500	City Staff
4. Tree Purchase & Installed	Expect to purchase approximately 525-550 trees (tree quality, longevity and diversity a priority)	$235,700	Morelli Landscaping
5. Tree Establishment/Watering	Water in trees	$105,000	Morelli Landscaping
6. Pruning & Maintenance*	Funding for 3 years of maintenance at an average of $90/year/tree (would need to identify on-going maintenance funding)	$142,000	Morelli Landscaping

*Will continue to evaluate up front work that will minimize maintenance costs moving those dollars into tree purchases and planting program/soil improvements.

Attachments: Draft Map of Initially Proposed Tree Planting Sites & Resolution

Cc: Mayor Rick Kriseman
Gary Cornwell
Chan Srinivasa


DISTRICT NAME
MAYOR Rick Kriseman
1 Charlie Gerdes
2 James Kennedy
3 Ed Montanari
4 Darden Rice
5 Steve Kornell
6 Karl Nurse
7 Lisa Wheeler-Brown
8 Amy Foster
Proposed Tree Planting Areas
ULMERTON RD
I-275
118TH AVE N
ROOSEVELT BLVD
4TH ST N
28TH ST N
GANDY BLVD
83RD AVE N
77TH AVE N
62ND AVE N
54TH AVE N
DR MLK JR ST N
1ST ST N
40TH AVE NE
38TH AVE N
34TH ST N
30TH AVE N
22ND AVE N
16TH ST N
58TH ST N
TYRONE BLVD N
49TH ST N
13TH AVE N
9TH AVE N
5TH AVE N
I-375
66TH ST N
1ST AVE N
CENTRAL AVE
1ST AVE S
5TH AVE S
PINELLAS TRAIL
PASADENA AVE S
I-175
9TH AVE S
37TH ST S
31ST ST S
4TH ST S
15TH AVE S
18TH AVE S
34TH ST S
22ND ST S
22ND AVE S
26TH AVE S
LAKE MAGGIORE
DR MLK JR ST S
54TH AVE S
62ND AVE S
7TH ST S
PINELLAS POINT DR S
PINELLAS BAYWAY
TAMPA BAY
BOCA CIEGA BAY
GULF OF MEXICO
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Resolution No. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $500,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR'S OFFICE (0001-020) FOR THE ESTABLISHMENT AND IMPLEMENTATION OF A CITY-WIDE TREE PLANTING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sustainability Vision of the City of St. Petersburg (City) is a city with the capacity to endure by finding the balance between environmental stewardship, economic vitality and social equity; and

WHEREAS, the City's Sustainability Mission Statement is to make St. Petersburg the city to work, live and play through innovative and collaborative sustainability practices; and

WHEREAS, the City's Sustainability Core Values are community collaboration and partnerships, creativity and quality outcomes, cost effective economics, environmental stewardship, and leadership in innovation; and

WHEREAS, tree planting and protection and urban forestry contribute to the implementation of all the City's stated Sustainability Goals: the net zero energy, protection and enhancement of natural systems, the protection and promulgation of shade and green space, sustainable built environment practices, safe and efficient multimodal transportation networks, improvement of our local economy, and a healthier community; and

WHEREAS, trees and tree canopy have been shown to sequester carbon, improve air and water quality, and reduce energy usage; and

WHEREAS, the City is the recipient of funds in settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico (BP Settlement); and

WHEREAS, on February 18, 2016, the Energy, Natural Resources and Sustainability Committee voted unanimously to recommend approval of a supplemental appropriation of $500,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing a new Tree Planting Program; and

WHEREAS, the Office of Sustainability, under the Mayor's Office shall be the lead department in the establishment and implementation of the Tree Planting Program, but shall enlist and allocate funds to the Parks and Recreation Department in achievement of the goals of the Tree Planting Program, including, but not limited to, the procurement and planting of trees.

NOW THEREFORE BE IT RESOLVED by the City Council of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated fund balance for fiscal year 2016:

General Fund (0001)

Mayor's Office (0001-020)	$500,000

BE IT FURTHER RESOLVED that this $500,000 appropriation shall be used exclusively for the establishment and implementation of the Tree Planting Program.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (Designee)	Budget Department

ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: Authorizing the Mayor or his designee to execute Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $151,500 for professional planning services to develop a streetscape and connectivity plan for the St. Pete Innovation District, located between I-175 and Roser Park and includes the Salt Creek Marina District.

EXPLANATION: City Council previously approved an Architect/Engineering Agreement dated May 13, 2014 with the professional consulting planning firm of Kimley-Horn and Associates, Inc. for miscellaneous professional services for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects.

The St. Pete Innovation District is collaboration between twelve different organizations representing higher education, marine & life sciences, healthcare, business incubation, and media communication. The District lies immediately south of downtown and incorporates the Medical District, USFSP, and Bayboro Harbor.

The St. Pete Innovation District streetscape and connectivity plan will focus on creating a District brand, developing the District's sense of place, and improving the District's internal and external connectivity. Key aspects of the plan will include recommendations for improving the District's brand positioning, gateway signage, landscaping, crosswalks, sidewalks, bicycle lanes, bus stops and shelters, landscaped medians, and potential for public art. Finally, a preliminary funding and implementation strategy will be provided within the plan.

Task Order No. 12-09-KHAT/T, in the amount of $151,500, provides for professional planning services to complete a comprehensive streetscape and connectivity plan for the St. Pete Innovation District. The Task Order agreement includes four tasks that will cover the project kickoff, discovery and initial opportunities, a preliminary concept plan, a final streetscape and connectivity plan, and an allowance for additional services not explicitly stated within the Task Order. The process will include opportunities for public input and participation. The streetscape and connectivity plan is expected to take approximately seven months to complete.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $151,500 for professional planning services to develop a streetscape and

connectivity plan for the St. Pete Innovation District, located between I-175 and Roser Park and includes the Salt Creek Marina District.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Economic Development Department (3702609).

ATTACHMENTS: Resolution
Task Order No. 12-09-KHAT/T

APPROVALS:

DG

Administrative

Dennis C. Fuller 4-7-16

Budget

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 12-09-KHAT/T TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF $151,500, FOR PROFESSIONAL PLANNING SERVICES TO DEVELOP A STREETSCAPE AND CONNECTIVITY PLAN FOR THE ST PETE INNOVATION DISTRICT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously approved an Architect/Engineering Agreement dated May 13, 2014 with the professional consulting planning firm of Kimley-Horn and Associates, Inc. for Miscellaneous Professional Services for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, this Task Order No. 12-09-KHAT/T, in the amount of $151,500 is for Kimley-Horn and Associates, Inc. to provide professional planning services to develop the St. Pete Innovation District Streetscape and Connectivity Plan, a comprehensive streetscape and connectivity plan that will create a District brand, develop the District's sense of place, and improve the District's internal and external connectivity.

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. 12-09-KHAT/T to the Architect/Engineering Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in the amount of $151,500, for professional planning services to develop a streetscape and connectivity plan for the St. Pete Innovation District.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Sharon Mihovil

City Attorney (designee)

Administration

00264855

TASK ORDER 12-09-KHAT/T

ST. PETE INNOVATION DISTRICT STREETSCAPE AND CONNECTIVTY IMPROVEMENT PROJECT

TRAFFIC CALMING, BIKE/PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACT PROJECTS

Task Order No. 12-09-KHAT/T pursuant to that ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRAFFIC CALMING, BIKE/ PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACT PROJECTS dated May 13, 2014 ("Agreement") between KIMLEY-HORN AND ASSOCIATES ("Kimley-Horn"), and the City of St. Petersburg ("CITY"), and is made a part of the AGREEMENT.

Branding elements of this project will be subcontracted to Walker Brands of Tampa, Florida and are included in the scope of work.

I. PROJECT SUMMARY AND UNDERSTANDING

The St. Pete Innovation District ("ID" or "District") lies south of downtown St. Petersburg and incorporates the Medical District, USFSP, and Bayboro Harbor. The City's Planning & Economic Development Department goals for the Plan include (1) Create a District brand; (2) Improve connectivity within the ID and with the surrounding area; and (3) Enhance the District's sense of place. The project includes providing an implementation component and budget for improvements. The ID project site is bounded by I-175 and Roser Park and includes the Salt Creek Marina District. A location map provided on January 15, 2016 is depicted in Attachment A. It is understood that the planning services will consider the following key issues, objectives and program elements:

1. Create a District brand
   - Identity
   - Points of difference
   - Personality
   - Positioning
   - Creative concepts

2. Develop the District's sense of place
   - Gateway and threshold enhancements including landscaping, signage, and markers
   - Banner locations
   - Streetlights
   - Mast arm traffic signals (new and existing)
   - Landscaped medians (specifically 4th Street South)
   - Open space opportunities
   - Targeted undergrounding of utilities
   - Improvements to bus stops and shelters
   - Public art and placement locations

3. Improve the District's internal and external connectivity
   - Analysis of current bicycle and pedestrian conditions
   - Identification of key sidewalk improvements throughout the District
   - Crosswalks at key intersection and non-intersection locations

- Bicycle lanes on major streets
- Pedestrian/bicycle trails
- Opportunities for short and long term bike parking
- Opportunities for additional on and off street parking

4. Provide an implementation strategy and budget for improvements
   - Projection of cost estimates

II. SCOPE OF SERVICES

Task 1 – Project Kickoff, Discovery and Initial Opportunities

1.1: Project Progress Meetings and Kickoff

Kimley-Horn and Walker Brands will perform the following tasks:

1. **Kimley-Horn and Walker Brands will conduct one (1) interview with City and Consultant staff that managed the Downtown Waterfront Master Plan (DWMP) and St. Petersburg Innovation District Visioning Summary to understand the ID background and vision. A list of questions will be generated and provided to City staff in advance. Up to two (2) Kimley-Horn and one (1) Walker Brands staff will attend.**
2. **Kimley-Horn and Walker Brands will attend one (1) project Kickoff meeting. In advance of the kickoff meeting, Kimley-Horn will coordinate with the City to prepare the meeting agenda including goals, participants, and materials. The kickoff meeting will have two parts held over two days – 1) City and Kimley-Horn, 2) City, Kimley-Horn, Walker Brands, and members of the ID Board of Directors and key stakeholders (Innovation Board Meeting #1). Up to three (3) Kimley-Horn staff and one (1) Walker Brands staff will attend. City staff will also provide information on the stakeholders within the District and Downtown core.**
3. **Up to two (2) Kimley-Horn staff will attend up to four (4) progress meetings and eight (8) conference calls. Additional meetings will be considered additional services.**

1.2: Data Collection and Discovery

Kimley-Horn and Walker Brands will review existing plans limited to the plans listed below to better understand existing and proposed future conditions. The City staff will also provide a summary of plans and pertinent information from the plans below. Kimley-Horn will summarize information in the Existing Conditions and Draft Opportunities Document.

- **Bayboro Harbor Redevelopment Plan;**
- **St. Petersburg Innovation District Visioning Summary and Supporting Information including background files (mapping information and original/native format), stakeholder interviews/surveys;**
- **University of South Florida – St. Petersburg Campus Master Plan;**
- **St. Petersburg Downtown Waterfront Master Plan;**
- **St. Petersburg Bicycle Pedestrian Master Plan;**
- **Poynter Institute Master Plan;**
- **Albert Whitted Master Plan;**
- **Bayfront Hospital Master Plan;**
- **All Children's Hospital/John Hopkins Medicine Master Plan;**
- **Port St. Pete Master Plan;**
- **Information/report regarding I-175;**
- **Relevant information from the Downtown Waterfront Master Plan;**
- **Neighborhood Plans: Historic Roser Park, Old Southeast (online);**
- **Development sites;**
- **Current branding efforts and results;**

- Bicycle, pedestrian, automotive crash summary (to be summarized by City on a map);
- Historical information on the District, and situations to date that have led to this branding effort;
- Available site surveys and record drawings in the ID;
- Current City of St. Petersburg Work Program projects included in the ID

1.3: Field Review

Kimley-Horn will perform one (1) full day field visit to document and observe existing conditions and identify potential improvements. The review will focus on aesthetic, physical, and multimodal transportation elements within the District.

1.4: Analysis

Kimley-Horn will analyze the data collected during the data review and provide a summary narrative. The summary will include strengths and weaknesses relative to façade and building placement and access, streetscape, open space and connectivity, opportunities relative to aesthetics, transit services, bicycle and pedestrian connections, sidewalks, existing street lighting, and street improvements.

1.4a: Brand Discovery

Walker Brands will collaborate with Kimley Horn to review available information, and study best practices to create a Brand Strategy. Walker Brands specific activities will include reviewing existing project information, participating in stakeholder interviews and engaging USF student project participants to establish an information baseline and inform future activities. In addition, Walker Brands will define the audiences most critical to the success of the project and assess their branding and communications needs to ensure their buy-in, engagement and support.

To support the gathering of more in-depth audience data, Walker will conduct a market research survey using Survey Monkey among key audience stakeholders (to be identified and communicated to via email by the City with a link to the survey included) to explore how to best engage them in the project going forward. The effort will include study design, administration, analysis and reporting.

1.5: Presentation and Reporting

Before proceeding to the concept plan, Kimley-Horn will present the Task 1 findings to City staff during one of the progress meetings prior to moving to Task 2 – Preliminary Concept Plan. Comments and feedback from the City Staff will be summarized as part of the Existing Conditions and Draft Opportunities chapter that will be part of the final report. Kimley-Horn will make one round of revisions based on City Staff comments from the progress meeting above.

1.5a: Brand Brief

Using data and insights obtained during Brand Discovery, Walker Brands will develop a Brand Brief, which will inspire and guide the planning, creative development, and the brand communications program. This strategic document will outline the most salient findings and recommendations that will lead branding opportunities.

Task 1 Deliverables and Schedule

Deliverables will be provided in. pdf format and will include Kickoff Meeting Minutes and Materials, Existing Conditions and Draft Opportunities Presentation, Existing Conditions and Draft

Opportunities chapter that will be part of the final report which will include maps, tables, and graphics. Kimley-Horn will complete Task 1 within 60 days of the kickoff meeting contingent upon information being provided by the City within 21 days after the Kickoff meeting. The Walker Brand Brief will be developed and delivered as a separate document to the Kimley Horn final report but will reflect and align with the content therein.

Task 2 – Preliminary Concept Plan

2.1: Preliminary Streetscape and Connectivity Plan Charrette

This task will include a one (1) day charrette with City staff, members of the ID Board of Directors, and key stakeholders to make suggestions on streetscape and multimodal transportation enhancements and connectivity as well branding opportunities throughout the ID. The Existing Conditions and Draft Opportunities will also be presented. Kimley-Horn will provide up to three (3) staff members and Walker Brands will provide (1) staff member. Transit service and facility improvements including bus stops and shelters and service expansion will also be discussed and members of the Pinellas Suncoast Transit Authority (PSTA) and the St. Petersburg Downtown Partnership will be invited including discussion on expanding the Trolley Looper expansion. The University of South Florida St. Petersburg group conducting the branding efforts will also be invited.

The ID Board will provide a letter consolidating a list of comments in order to have a collective understanding of next steps.

2.1a: Branding Concepts

In addition, Walker Brands will develop Branding Concepts that are representative of place, marketing and experience initiatives. Different concepts will be completed and executed as a sampling of brand expression. These examples could include but not be limited to logo evolution, signage and wayfinding, place making, and experience/programming ideas as samples of how the brand can be presented to target audiences. Concepts will be completed as a combination of sketches, digital layouts and inspiration images and include recommended for position only (FPO) sample visuals, headlines and overall creative approach along with a written description of additional conceptual experiences ideas.

2.2: Streetscape Concept

Information from Task 1, feedback from the charrette and the Brand Concepts submitted by Walker Brands will be utilized to develop streetscape concepts that will be documented in a Preliminary Streetscape Plan Report. The Preliminary Streetscape and Connectivity Plan Report will focus on five frameworks corridors (6th Street, 5th Street, 4th Street, 3rd Street, and 6th Avenue) and will help guide landscape, hardscape, furnishing, lighting, public art, and signage (plan for gateway and wayfinding) and include examples and location recommendations for:

- Gateway enhancements and primary, secondary, tertiary locations;
- Fixtures, signage and streetlights;
- Hardscape opportunities;
- Public art placement locations; and
- Landscaped medians.

The Preliminary Streetscape and Connectivity Plan Report will include across section, plan view, streetscape improvements including wayfinding and signage, illustrations and hardscape details for each of the five framework roadways within the ID, which will be discussed with City staff during one of the progress meetings and will be focused on five corridors and associated gateways.

2.3: Overall Connectivity Opportunities

Kimley-Horn will provide an overall map of general connectivity opportunities for the items below.

- Pedestrian, Bicycle, and Improvements to the Public Realm along the corridors
  - Sidewalks
  - Crosswalks at key intersections and non-intersection locations
  - Bicycle lanes and trails including short and long term bicycle parking
  - Bicycle share opportunities (to be provided by City staff)
- Streets
  - Street lighting
  - Landscaped medians
  - Street Improvements
- Existing and Future Parking Opportunities including shared parking opportunities will be identified on a map. Existing parking locations will be identified graphically with opportunity sites highlighted for shared use and for additional on and off street parking. A detailed parking inventory and demand study is not included as part of this task.
- Potential Locations for Small Cell Technology

2.4: Presentation and Reporting

A review meeting will be held with City staff as part of a progress meeting defined in Task 1 to review the integration of the Brand Strategy and Conceptualization, Streetscape Concepts, and Overall Connectivity Opportunities that will be summarized as part of an overall Preliminary Concept Plan Report. Kimley-Horn will also coordinate with City staff regarding code requirements that may impact information presented in the Preliminary Concept Plan Report. The review will include one set of revisions based on City Staff comments from the progress meeting.

The Concept Plan will consist of text, photos, maps and graphics displaying the preliminary streetscape and branding concept and connectivity plan. Up to two (2) Kimley-Horn staff will attend the meetings.

Task 2 Deliverables and Schedule

Deliverables will include a Preliminary Streetscape and Connectivity Plan Report that includes Streetscape Concepts and Overall Connectivity sent in .pdf format. Kimley-Horn will complete Task 2 in 60 days.

Task 3 – Final Plan

3.1 Branding and Streetscape

Based on information and input gathered in Task 2, Kimley-Horn will revise the streetscape concepts and will develop a Final Streetscape and Connectivity Plan Report.

The Brand Brief and Concepts developed by Walker Brands will serve as the final Brand report.

The streetscape concepts will be revised and will include a focus on the five frameworks corridors - 6th Street, 5th Street, 4th Street, 3rd Street, and 6th Avenue as identified in the "St. Petersburg Innovation District Visioning Summary" (September 15, 2015). This task will include more refined cross sections and illustrations that will set the framework for other streets within the Innovation District. The street hierarchy identified in the "St. Petersburg Innovation District Visioning Summary" (September 15, 2015) will be used as a reference for the cross sections.

The information will include refined illustrations, cross sections, plan views, streetscape improvements including wayfinding and signage, and hardscape details, etc.

3.2: Overall Connectivity Plan

Kimley-Horn will update the overall connectivity plan based on input received during Task 2. The task will include a focus on specific multi-modal transportation enhancement opportunities for the "framework streets," gateways and connections to the Innovation District such as 6th Avenue at Dr. MLK Jr. Street S. Recommendations on the "framework streets" will include the coordination with Duke Energy and FDOT that will be conducted by City staff

3.3: Funding and Implementation

As part of the Final Streetscape and Connectivity Plan Report, the following will be included:

- **Prioritized improvement plan including general linear costs (using FDOT basis of cost estimates and readily available resources) for improvements along the five frameworks streets. Detailed opinion of probable costs is not included in this task and is considered additional services.**
- **Next steps will be shown with responsible parties identified**

3.4: Presentation and Reporting

- **A review meeting will be held with City staff as part of a progress meeting to review the final streetscapes and Overall Connectivity Opportunities and Brand Strategy and Plan recommendations that will be summarized as part of a Final Streetscape and Connectivity Plan Report. The review will include one set of revisions.**
- **A separate meeting not included as part of the progress meeting will be conducted with the ID Board of Directors (Innovation Board Meeting #2) to share the Brand Strategy and Plan Recommendations, and review the Final Streetscape and Connectivity Plan Report. One set of revisions will be made based on comments.**
- **Kimley-Horn will prepare and present to City Council.**
- **Based on comments received from City Council, the Final Streetscape and Connectivity Plan Report and Brand Brief will be developed based on one round of edits with City staff and the ID Board that will consist of text, photos, maps and graphics displaying the**

streetscapes, connectivity plan, as well as funding sources and strategies (provided by the City). Up to two (2) Kimley-Horn staff will attend the meetings.

Task 3 Deliverables and Schedule

Deliverables will include a Final Streetscape and Connectivity Plan Report provided in .pdf format. Kimley-Horn will complete Task 3 in 90 days from the progress meeting in Task 2. Walker Brands will produce one updated version of the Brand Brief.

Task 4 – Allowance

This task will include additional services not provided in Task 1 to 3.

Services Not Included

Services not specifically provided for in the above scope, as well as any changes the City requests, will be considered additional services. Additional services that can be provided will include, but will not be limited to, the following:

1. Next Phase as outlined in the RFP (Design, Permitting, and Construction)
   - Priority Project(s) Design and Permitting
   - Project Bid Package and Review
   - Construction Management
2. Additional public outreach not identified in this scope
3. Detailed Opinion of Probable Costs
4. Additional City Council meetings with the City not included in the scope, additional Innovation Board meetings
5. Brand Plan and Brand Plan Execution is not included (Walker Brand originally Stage IV and V).
6. Formal trademark search and registration is not included and can be estimated upon client determination of names to be searched
7. Detailed parking demand and inventory study.

III. SCHEDULE

The project schedule for this contract scope is seven (7) months upon receipt of written notice to proceed from the City. Design, Permitting, and Construction services are not included in this scope of services.

IV. DELIVERABLES

Deliverables for this Task Order consist of the following:

- Kickoff Meeting Minutes and Materials
- Existing Conditions and Draft Opportunities Presentation
- Market Research Survey and Results
- Preliminary Brand Brief
- Preliminary Streetscape and Connectivity Plan
- Preliminary Streetscape and Connectivity Plan Presentation to City Council

- Final Streetscape and Connectivity Plan
- Final Brand Brief and Brand Plan Proposal

V. CITY RESPONSIBILITIES

The City will provide all available existing data, plans, contract administration, project management, and technical support during the duration of the project. Responsibilities include:

1. Establishing a single point of contact;
2. Providing meeting space for public involvement;
3. Information on Innovation District members within the District and Downtown Core;
4. Notification of Innovation District members;
5. Scheduling of community or public meetings. As directed by the City, the streetscape and connectivity improvement project includes meetings with the Innovation Board and public meetings with City Council. The City may consider additional public outreach as a separate phase of work not included as part of this project;
6. Providing data and information noted in Task 1; and
7. Providing written review comments for all deliverables within 14 days of receipt.

VI. COMPENSATION

For work under Tasks 1 through 3, the City shall compensate Kimley-Horn in a lump sum amount of $151,500 for services provided and expenses incurred.

Task Description	Kimley- Horn Fee	Walker Fee	Total Fee
Task 1 – Kickoff, Discovery and Initial Recommendations	$30,000	$14,000	$44,000
Task 2 – Preliminary Concept Plan	$43,000	$12,500	$55,500
Task 3 – Final Plan	$32,000	$5,000	$37,000
Task 4 – Allowance	$15,000		$15,000
TOTAL	$120,000	$31,500	$151,500

ACCEPTANCE

By signature, the parties accept the provisions of this Task Order No. 12-09-KHAT/T and authorize the ARCHITECT/ENGINEER to proceed at the direction of the CITY'S representative.

ATTEST

By: _____
Chandrahasa Srinivasa
City Clerk

DATE: _____

CITY OF ST. PETERSBURG

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

DATE: _____

By: _____
H. Phillip Keyes, P.E.
Design Manager

DATE: _____

APPROVED AS TO CONTENT

By: _____
City Attorney (Designee)

DATE: _____

APPROVED AS TO FORM

By: _____
City Attorney (Designee)

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.
(Company Name)

By: _____
(Signature)

SCOTT GELNER, VICE PRESIDENT / ASST SECRETARY
(Printed Name with Title)

DATE: 3/22/2016

WITNESS:

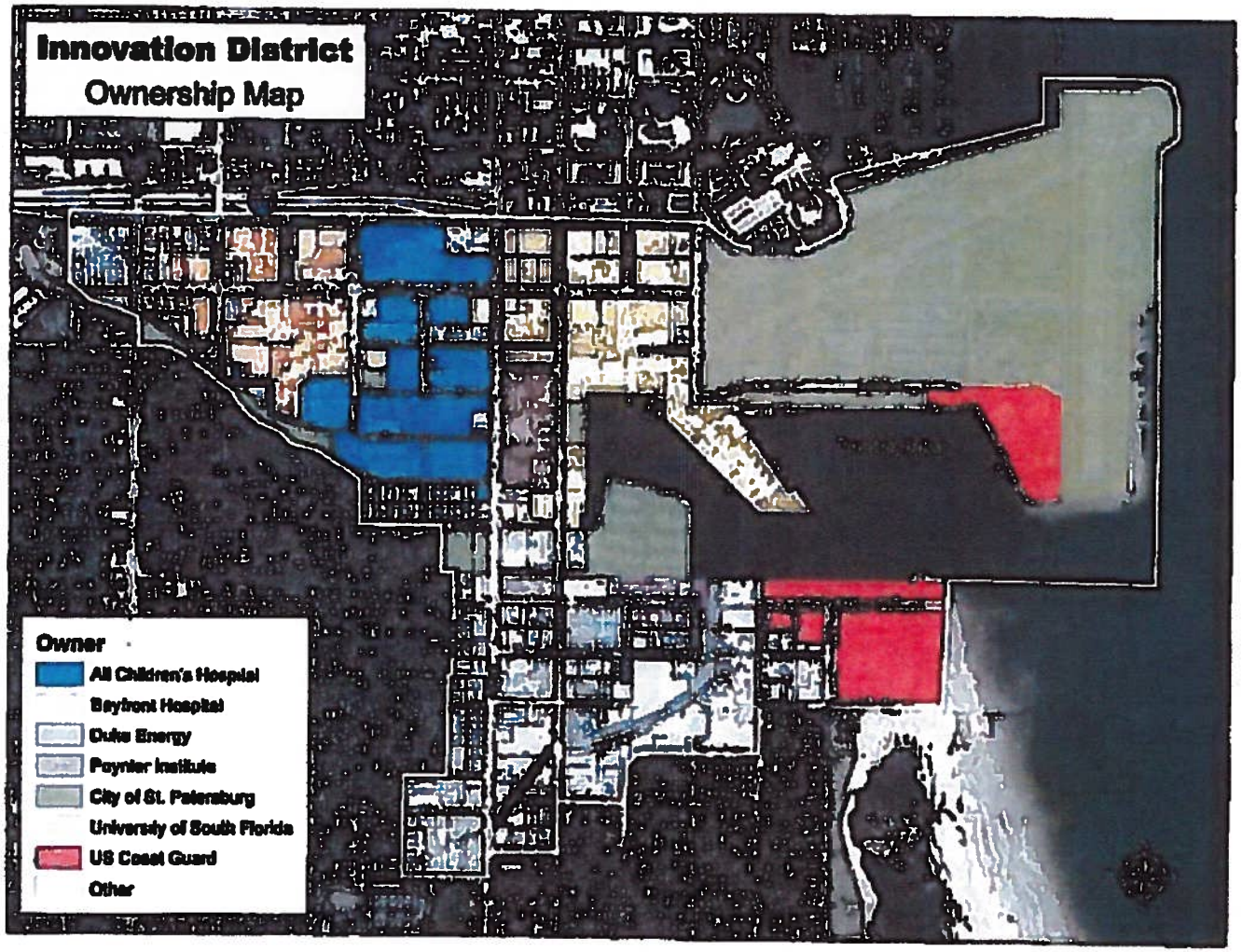
By: _____
(Signature)

CHRISTOPHER HATTON
(Printed Name)

DATE: MARCH 22, 2016

****NOTE: *This form is to be used for Work Orders over $100,000.****

Attachment A: Innovation District Project Site



ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: Authorizing the Mayor or his designee to execute Task Order No. 12-12-KCA/GC to the Architect/Engineering Agreement between the City of St. Petersburg and Kisinger Campo and Associates, Corp. in the amount of $165,500 for professional planning services to develop an action plan for the Warehouse Arts District, located between 1st Avenue North, 16th Street, 10th Avenue South, and 31st Street.

EXPLANATION: City Council previously approved an Architect/Engineering Agreement dated June 16, 2014 with the professional consulting planning firm of Kisinger Campo and Associates, Corp. for miscellaneous professional services for Stormwater Management, Transportation & Bridge Improvement Projects.

The Warehouse Arts District is located in the Dome Industrial Park area and has emerged as a popular location for artists due to the availability of large warehouses and manufacturing spaces. There are over 25 arts businesses and organizations within the District. The Warehouse Arts District Association incorporated in October 2011 and currently has 87 listed members.

The Warehouse Arts District action plan will focus on the following issues and objectives: district brand, public realm improvements, and implementation strategy. Key aspects of the plan will include recommendations for improving streetscape, branding elements, transportation framework, intersection design on 5th Avenue South, a signature public feature near the Pinellas Trail, zoning and regulatory framework, and budget estimates for envisioned improvements.

Task Order No. 12-12-KCA/GC, in the amount of $165,500, provides for professional planning services to complete an action plan for the Warehouse Arts District. The Task Order agreement includes six tasks that will cover the project kickoff, discovery, a design studio workshop, conceptual plans, the final action, and an allowance for additional services not explicitly stated within the Task Order. The planning process includes several opportunities for public input and participation. The action plan is expected to take approximately ten months to complete.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 12-12-KCA/GC to the Architect/Engineering Agreement between the City of St. Petersburg and Kisinger Campo and Associates, Corp. in the amount of $165,500 for professional planning services to develop an action plan for the Warehouse Arts District, located between 1st Avenue North, 16th Street, 10th Avenue South, and 31st Street.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Capital Improvement CIP Fund (3001), Southside Redevelopment (14609).

ATTACHMENTS: Resolution
Task Order No. 12-12-KCA/GC

APPROVALS:

Administrative

Dennis L. Fuller 4-7-16

Budget

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 12-12-KCA/GC TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND KISINGER CAMPO AND ASSOCIATES, CORP. IN THE AMOUNT OF $165,500, FOR PROFESSIONAL PLANNING SERVICES TO DEVELOP AN ACTION PLAN FOR THE WAREHOUSE ARTS DISTRICT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously approved an Architect/Engineering Agreement dated June 16, 2014 with the professional consulting planning firm of Kisinger Campo and Associates, Corp. for Miscellaneous Professional Services for Stormwater Management, Transportation & Bridge Improvement Projects; and

WHEREAS, this Task Order No. 12-12-KCA/GC, in the amount of $165,500 is for Kisinger Campo and Associates, Corp. to provide professional planning services to develop the Warehouse Arts District Action Plan, a comprehensive action plan that will develop a district brand, identify and conceptualize public realm improvements, and create an implementation strategy.

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. 12-12-KCA/GC to the Architect/Engineering Agreement between the City of St. Petersburg and Kisinger Campo and Associates, Corp. in the amount of $165,500, for professional planning services to develop an action plan for the Warehouse Arts District.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)

Administration

00264865

TASK ORDER No. 12-12-KCA/GC
CONSULTING SERVICES FOR WAREHOUSE ARTS DISTRICT ACTION PLAN

This proposal is attached and made pursuant to the July 13, 2012 ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR STORMWATER MANAGEMENT, TRANSPORTATION & BRIDGE IMPROVEMENT PROJECTS, between Kisinger Campo & Associates, Corp., hereinafter referred to as ENGINEER, and the City of St. Petersburg, hereinafter referred to as CITY.

I. BACKGROUND

The City of St. Petersburg is interested in developing a conceptual urban design plan to define enhancements for the Warehouse Arts District (WAD). The general study area is bounded by 1st Avenue North on the north, 10th Avenue South on the south, 16th Street on the East, and 31st Street on the west. See Exhibit B for map boundaries of WAD. The specific improvements under this task will on the warehouse area shown as the Dome Industrial Park CRA displayed in Exhibit C.

The ENGINEER has teamed with Community Solutions Group, hereinafter referred to as SUBCONSULTANT to provide the specialty consulting services required for this Task Order. The ENGINEER will provide project management oversight as well supporting the SUBCONSULTANT on some tasks.

II. SCOPE OF SERVICES

Specific services to be provided under this Task Order include the following:

Task 1. Project Kickoff

See Part 1 of SUBCONSULTANT's Scope of Services for activities under this task. The ENGINEER's PM will participate on the Core Team Meeting and Site Tour.

Task 2. Discovery

See Part 2 of SUBCONTULTANT's Scope of Services for activities under this task. The ENGINEER will provide assistance with data collection and attendance to proposed meetings and events.

Task 3. Design Studio Workshop

See Part 3 of SUBCONTULTANT's Scope of Services for activities under this task. The ENGINEER's PM will participate in some of the most relevant activities described under this task.

Task 4. Conceptual Plans

See Part 4 of SUBCONTULTANT's Scope of Services for activities under this task. The ENGINEER will provide assistance with preliminary design criteria the conceptual development of the Feature Intersections. The ENGINEER will compile overall budgeting estimates for the conceptual improvements.

Task 5. Action Plan and Final Product

See Part 5 of SUBCONTULTANT's Scope of Services for activities under this task. The ENGINEER will work with CITY representatives and SUBCONSULTANT to develop and Action Plan including prioritizing improvements and assisting the development of the Final Report.

Task 6. Additional Services

Any services not specifically provided for in the above scope as well as any changes in the CITY requests will be considered additional services and will be performed at the ENGINEER'S negotiated rates.

III. DELIVERABLES

All deliverables are summarized after each part of SUBCONSULTANT's Scope of Services.

IV. SCHEDULE

The ENGINEER and SUBCONSULTANT will deliver the final project deliverable within ten months subject to excused delay caused by factors beyond their control.

V. CITY RESPONSIBILITIES

The following participation by the CITY is anticipated under this Scope of Services:

- Provide additional survey on an as-needed basis.
- Review and comment on the ENGINEER'S deliverables within fifteen (15) calendar days of submittal.
- Attend and participate in any project meetings.

VI. PROJECT TEAM

Lead Design Consultant: Kisinger Campo & Associates, Corp. Responsible for Project Management, Cost Estimates, consulting assistance as identified above.

Design Sub-Consultant: Community Solutions Group. Will provide lead design and planning services for the district, using a collaborative process with local community stakeholders. This includes District Brand, Public Realm Improvements, and Implementation Strategy.

The key members proposed for this project are indicated below:

- Engineer Project Manager: Guillermo Madriz, P.E. - KCA
- Sub-consultant Project Manager: Pete Sechler, PLA/AICP

VII. ENGINEER'S COMPENSATION

a) For work under Tasks 1-5, the CITY shall compensate the ENGINEER in a lump sum amount of $155,500.00 for services provided.

b) For additional services work under Task 6 the CITY shall compensate the ENGINEER on a time and materials basis for additional services requested and authorized by the CITY. Compensation under this task (and corresponding services) shall not exceed $10,000.00

c) The total amount of this Task Order including expenses and additional services $165,500.00.

VIII. ACCEPTANCE

By signature, the parties accept the provisions of this Task Order No. 12-12-KCA/GC and authorize the ARCHITECT/ENGINEER to proceed at the direction of the CITY'S representative.

ATTEST

By: _____
Chandrahasa Srinivasa
City Clerk

DATE: _____

By: _____
H. Phillip Keyes, P.E.
Design Manager

DATE: _____

CITY OF ST. PETERSBURG

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

DATE: _____

APPROVED AS TO CONTENT

By: _____
City Attorney (Designee)

DATE: _____

APPROVED AS TO FORM

By: _____
City Attorney (Designee)

DATE: _____

Kisinger Campo and Associates, Corp.
(Company Name)

By: Paul G. Foley
(Signature)

Paul G. Foley, President
(Printed Name with Title)

DATE: March 29, 2016

WITNESS:

By: Alexis A. Mavrino
(Signature)

Alexis A. Mavrino
(Printed Name)

DATE: 3/29/16

EXHIBIT A
COMMUNITY SOLUTIONS GROUP
SCOPE OF SERVICES

COMMUNITY SOLUTIONS GROUP

Planning Urban Design
Landscape Architecture
Economics | Real Estate

February 5, 2016
Revised March 8, 2016

Mr. Guillermo Madriz, PE
Kisinger Campo & Associates
201 North Franklin Street, Suite 400
Tampa, Florida 33602

Proposal
Warehouse Arts District Action Plan
City of St. Petersburg, Florida

Dear Guillermo:

I appreciate the opportunity to work with you and the City of St. Petersburg and the Warehouse Arts District (WAD) community on an action plan for this exciting, emergent area of downtown. Our role will be as subconsultant to Kisinger Campo & Associates (KCA) (Client). We also envision introducing local firm Raw Studios LLC, (Gina Foti), a creative / branding group located in the WAD and connected to grassroots organizational leadership.

Project Understanding

The City of St. Petersburg is interested in developing a conceptual urban design plan to define enhancements for the Warehouse Arts District and adjacent areas. The general study area is bounded by 16th St. South, 32nd St. South, 1st Ave. North, and 10th Ave. South. The specific improvement focus area is the warehouse area shown as the Dome Industrial Park CRA displayed in Exhibit C.

As subconsultant to KCA, GAI's Community Solutions Group (CSG) will provide lead design and planning services for the district, using a collaborative process with local community stakeholders. This includes (per Exhibit D; City of St Petersburg WAD Action Plan) the following issues and program objectives: District Brand, Public Realm Improvements, and Implementation Strategy.

The City proposes to address these objectives by four major components to the project: Discovery, Stakeholder Workshop, Concept Plan and Action Plan – to be followed by subsequent Design/Permit/Construction of Phase 1 improvements identified in the Action Plan. This scope of service includes the items identified in the City scope, but arranged in a sequence that will promote consensus based on an inclusive, collaborative process.

Based on conversations with the City, the project will include several tiers of interaction: Core Team (Consultant and City PM), a Steering Committee (4-6 people), the WAD Board, several key property stakeholders and the general public. Our process will engage each of these groups to work towards consensus.

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
gaiconsultants.com

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Scope of Services

Based on our understanding of the project requirements / criteria provided to date by the City and Client, GAI will perform the following Scope of Services:

Part 1 Project Kickoff

1. *Core Team Meeting and Site Tour* - The kickoff is envisioned as an internal Core Team workshop to confirm our approach to the project. We will establish our shared management approach for the project, focusing on key people, schedule, data gathering and other logistics. We will discuss key planning objectives and factors requiring special consideration, including an overview summary from the various City departments relevant to this project.
2. *Set up Communication Platform (Raw Studios Assistance)* - We will also discuss our approach to setting up the communications platform for the project, available email or telephone distribution lists and launching online social media resources. We will plan for the communications strategy, including the project announcement. (We assume that the established Warehouse Arts District Facebook Page and other established City outlets will be the preferred platform for social media).

Deliverable: *Meeting Notes, Strategy Statement, and Communications Approach.*

Part 2 – Discovery

1. *Data Collection (KCA assistance)* – Following the Kickoff, we will initiate our Discovery process. This will include mapping and field reconnaissance. City and/or KCA will provide data as available from existing sources:
   - Existing relevant planning documents or CIP investments;
   - Basic existing utility infrastructure / mainline mapping;
   - Sidewalk location, ADA handicap ramps, crosswalks mapping; and
   - Relevant Traffic Data (peak hour, key turning movements)

   CSG will conduct a GIS-based mapping review of the area, as well as a field reconnaissance, to assess the character and condition of existing public rights-of-way, land use, bike routes and facilities, transit, visual character and urban form.
2. *Kickoff Event + Walking Audit (Raw Studios Assistance)* - CSG will conduct a kickoff event to introduce the project to the public, build interest in the community, describe the process / schedule and solicit input from participants. The Kickoff Event will include a 'Values and Vision' exercise to gain early input and share ideas. We envision that the kickoff will also include a neighborhood walking audit to 'show us what you see'. If possible, we imagine this session starting about 4PM and finishing about 7PM.

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3. *Stakeholder Meetings* – CSG will schedule a round of interview meetings with the Steering Committee, the WAD District Board and other critical stakeholders. The purpose will be to gain information regarding area strengths, weaknesses, opportunities and ideas for the District. We have budgeted two (2) days for this activity.
4. *Analysis and Synthesis* – CSG will consolidate Discovery information into a 'Conditions Analysis' document. The document will be presented to the Core Team, and the Steering Committee for review and comment.

Deliverable *– Five (5) hard-copy 'Conditions Analysis' workbooks summarizing Discovery materials collected to date, including meeting notes, activity documentation, urban form maps and character imagery, as well as Thematic Topics of opportunity. Workbook will be saved and delivered as a PDF file transmittal and posting as appropriate on website / social media. We also anticipate a steady feed of social media push regarding our activities.*

Part 3 – Design Studio Workshop

1. *Design Studio* - Following the review and comment on the 'Conditions Analysis', CSG will prepare for a 3-day, on-site design studio workshop. If possible, we will conduct the workshop at a location within the District. The purpose of the on-site studio will be to foster a highly collaborative approach to initial concept design exploration. Topics will include brand characteristics, gateways and signage graphics, streets and public realm, and other thematic topics identified during Discover.
   - Evening Day 1 – Public Workshop: The purposes of this workshop are to present findings to date, outline goals for the week, interactive exercise, design 'assignments' to team and participants.
   - Day 2 – Studio Work Session: This session will feature our design team and breakout tables focusing on streetscape materials, design opportunities, and graphics and gateways. The session will be set up for all-day local input and design participation regarding specific topics, and the public will be free to come and go. Stakeholder meetings may be conducted during this session, as needed.
   - Day 3 - Studio Synthesis and Pin-Ups: During the Day 3 session, CSG and the team will review big ideas, validate, and prepare for Conceptual Design. The day will conclude with a public workshop featuring a short presentation followed by open house salon.

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2. *Review + Refine* – CSG will review the results (preliminary design ideas) with the public at the conclusion of the Design Studio Workshop, and afterwards with the Steering Committee for comment, validation and refinement.

Deliverable *- PowerPoint Presentation summarizing preliminary design ideas, detailed public participation, and outline.*

Part 4 – Conceptual Plans

1. *Overall District Plans* – Based on the outcomes of the studio workshop, CSG will complete an urban design framework drawing set that summarizes the public realm and ideas for the District.
2. *Streetscape Branding Elements* – CSG will compile material standards for typical streetscapes including landscape, hardscape, site furnishings, lighting and other amenities.
3. *Graphic Branding Street Elements* – CSG will lead a graphic branding exercise, with assistance from Raw Studios, including conceptual designs for gateways, wayfinding, banners, and an approach to external public art.
4. *Transportation Framework* – CSG will develop a transportation framework that will include bike network, sidewalks / crosswalks, transit, and a wayfinding 'logic' map for identifying top District destinations. The wayfinding portion is anticipated to feature up to two (2) sign types and 5-10 destinations. Wayfinding efforts in excess of this may be provided as an additional service.
5. *Signature Address and Feature Intersections* – It is anticipated that somewhere in the District, the plan may yield a signature 'central' public feature which may include a special streetscape block or public plaza. If so, this feature will be developed at a conceptual level using the branding elements. We envision no more than two (2) feature perspective graphics depicting the signature location incorporating the master plan design elements.

   Two (2) intersections will receive special design consideration, including 5th Avenue at 22nd Street and 5th Avenue at 28th Street.
6. *Zoning and Regulatory Framework* – CSG will report to the City team any land use / development issues that emerge from our interactions with the public. The City will take the lead on evaluating the current regulatory framework and appropriate revisions.
7. *Budget Estimates* – CSG will work with KCA to develop conceptual budget estimates for the envisioned improvements. CSG will only provide budgeting numbers for landscape and pedestrian hardscape elements. It is assumed KCA will compile overall budgeting estimates as appropriate, including any roadway reconstruction, public utilities, etc.

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8. *Concept and Funding Review* – CSG will meet with the Core Team and Steering Committee to review the concepts and conduct a 'funding strategies workshop'. This will include sources of public finance, donor opportunities and grant programs. KCA will take the lead on grant opportunities with support from CSG.
9. *Public Open House* - CSG will refine the Conceptual Plan components one time based on input from the Core Team and Steering Committee. We will then present the work to the District and Public Stakeholders in an open house format.

Deliverable *– Technical Memoranda + PPT summarizing the plan components as detailed above. We will provide five (5) hard copies and PDF files suitable for printing / distribution.*

Part 5 – Action Plan and Final Product

1. *Prioritized Implementation* – the Action Plan will include a list of projects with associated conceptual budgets. We will review the projects with the City Core Team and Steering Committee to develop a priority list of first phase, actionable projects.
2. *Draft District Plan* - Combined ***Warehouse Arts District Plan*** summarizing the concept plan components (as defined in Part 4), budget estimates and funding ideas. We will present the draft District Plan to the City and Warehouse Arts District Master Plan Committee for review and input. We will refine the plan one time based on the combined written comments of the City and Steering Committee.
3. *Final District Plan* –CSG will produce a final version of the ***Warehouse Arts District Plan*** as a color document suitable for printing, transmittal and posting (as appropriate) on web based / social media outlets. We will conduct one final public presentation of the plan and actions.

Deliverable *– Color Report document, formatted in InDesign, with narrative and graphics outlining the products defined in Parts 4 and 5. Root files and PDF suitable for transmittal will be available to the Client and City.*

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the final project deliverable within ten (10) months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

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Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and Client. The total cost of GAI's services under this Proposal is $119,500.00 to be paid on a lump sum basis including expenses. This includes a total fee of $18,000.00 (including direct expenses) for RAW Studios to assist with creative development, meeting promotion and hosting our workshop events.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Additional Services

The following items are some services that may be provided as Additional Services:

- On-site meetings in addition to those specifically identified in the above scope of services;
- Implementation-level design and engineering;
- Expanded wayfinding planning beyond that described in the above scope of services; and
- Perspective sketches / watercolors, photo-morphs and other renderings in excess of those specifically identified in the above scope of services.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.

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2. Client represents that they have not performed environmental investigation and no investigation is required for this assignment.
3. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
4. The City shall be responsible for advertising all public workshops and for securing adequate locations, preferably within the WAD.
5. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
8. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
10. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me at 321.319.3126 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one (1) copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,

Community Solutions Group,
a GAI Consultants
Service Group

Andrew O. McCann

REQUESTED AND AUTHORIZED BY:

Kisinger Campo and Associates

BY:

PRINTED NAME:

TITLE:

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Planning Urban Design
Landscape Architecture
Economics Real Estate

Andrew McCown, AICP
Planning Manager

DATE:

Pete Sechler, PLA/AICP
Senior Director, CSG

Attachments:

Exhibit A - GAI Standard Terms and Conditions for Professional Services
Exhibit B – GAI Florida Community Development Rate Schedule
Exhibit C – Study Area and Warehouse Arts District Boundaries
Exhibit D – City of St Petersburg WAD Action Plan

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EXHIBIT B
WAREHOUSE ARTS DISTRICT – BOUNDARY AREA

Warehouse Arts District - Transportation & Signage Map

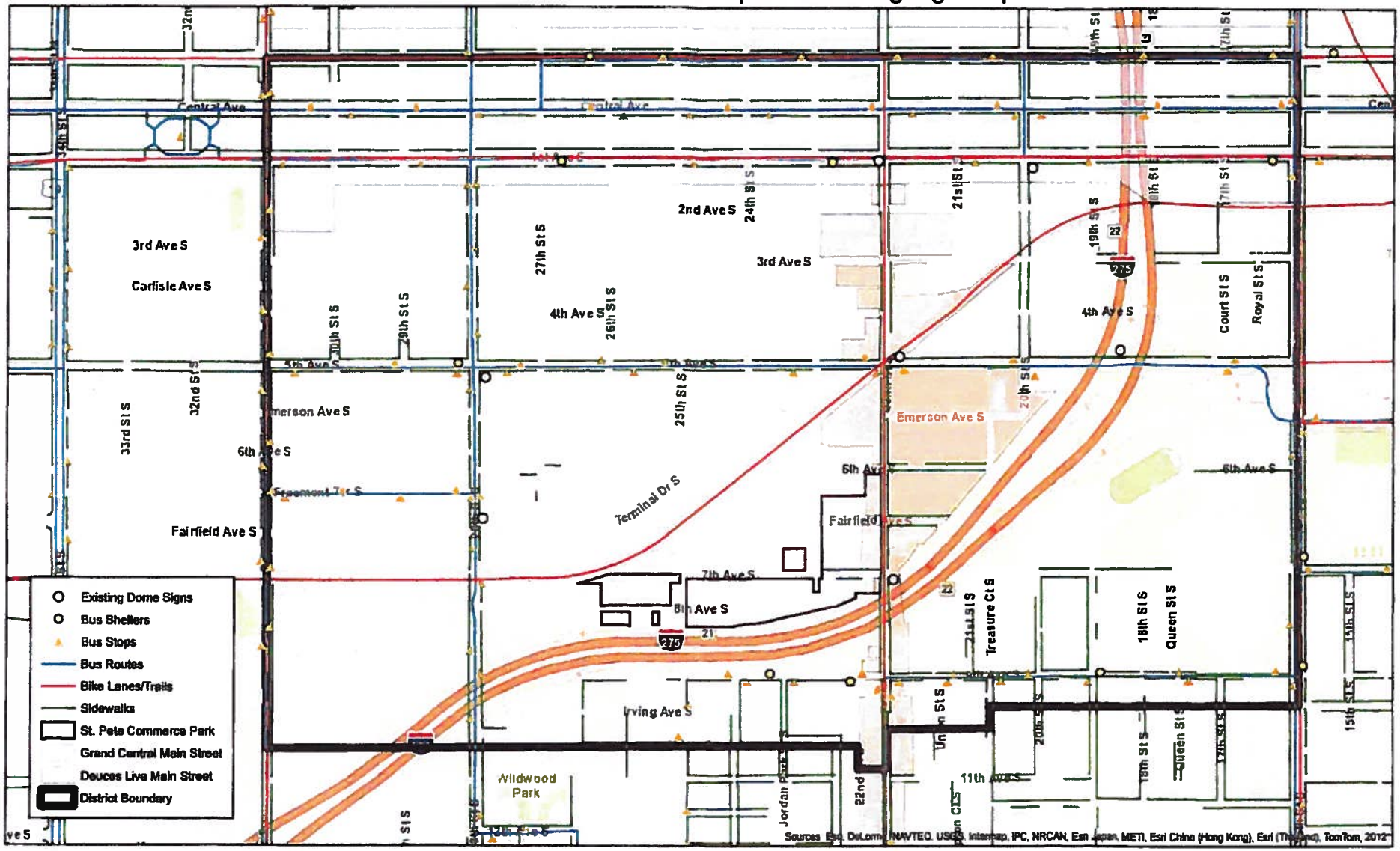
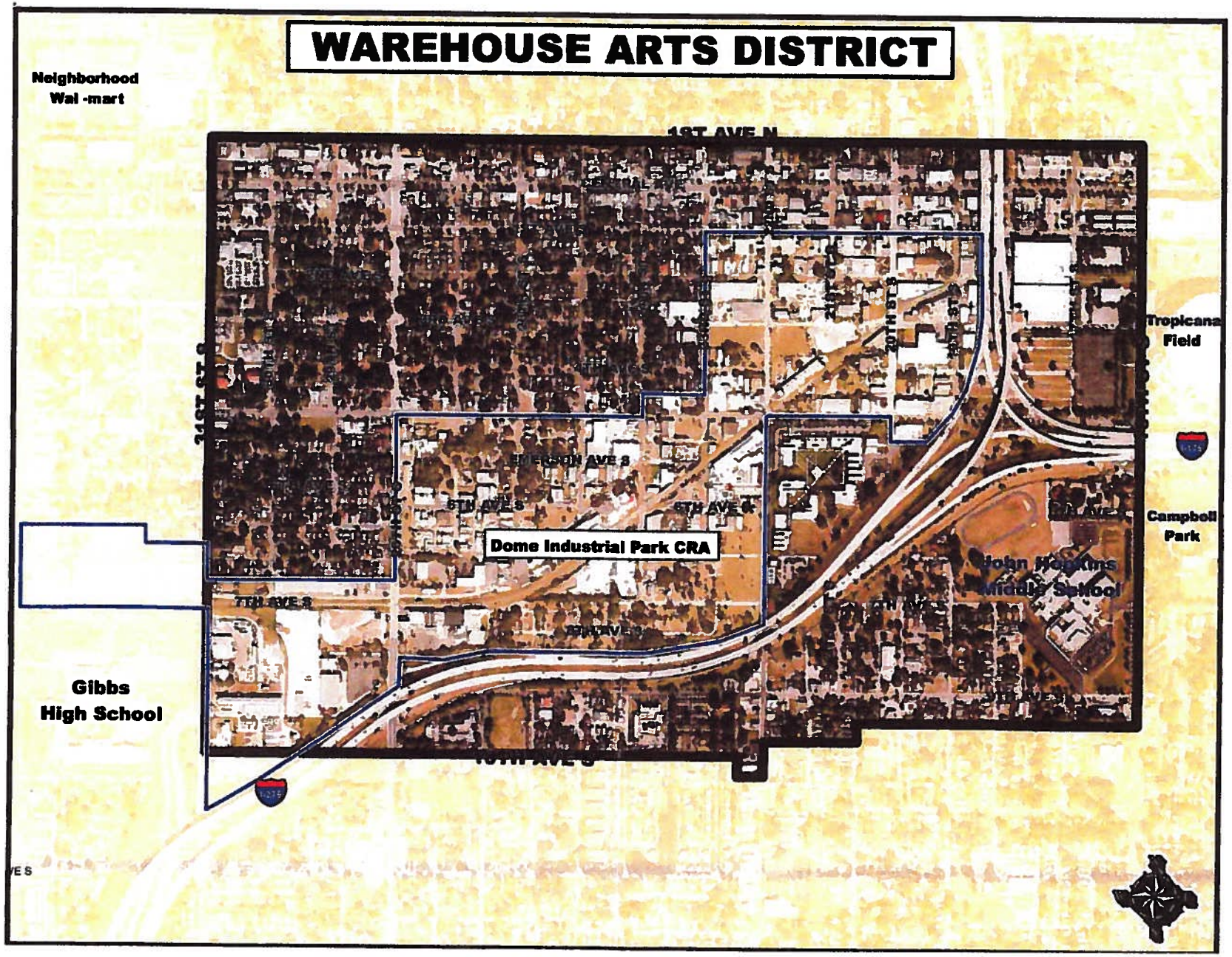
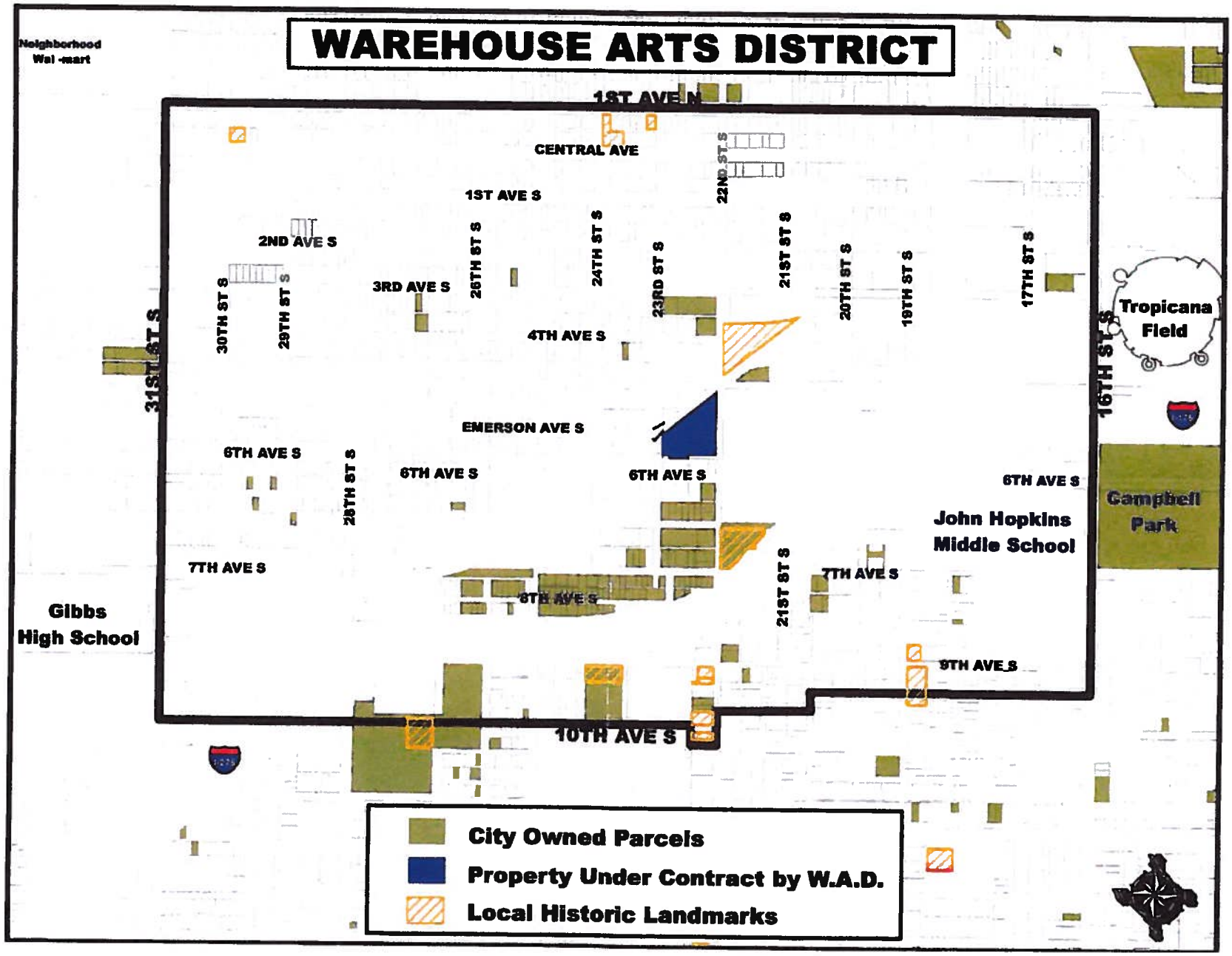
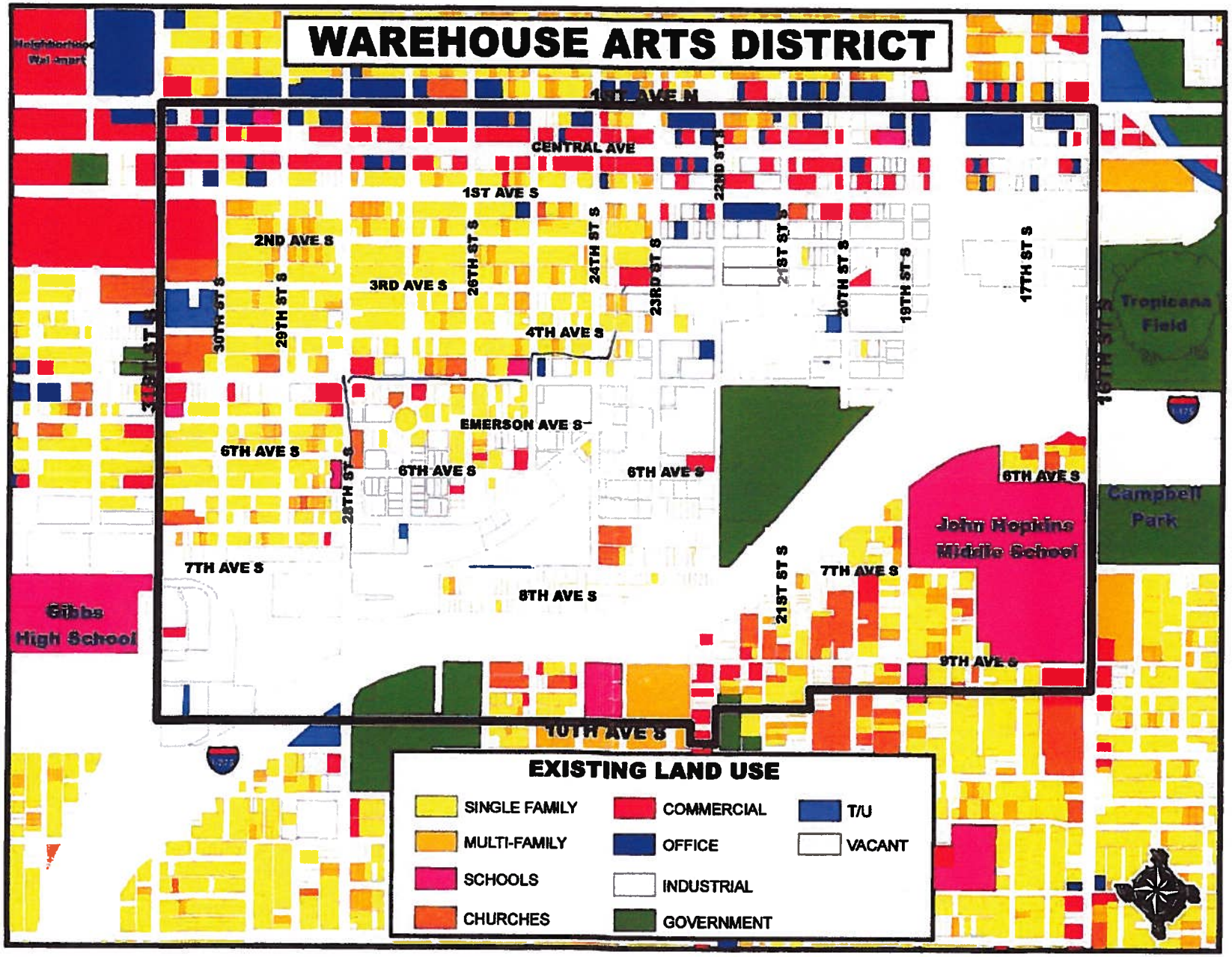


EXHIBIT C
STUDY AREA

WAREHOUSE ARTS DISTRICT




WAREHOUSE ARTS DISTRICT
Neighborhood
Wal -mart
1ST AVE N
CENTRAL AVE
22ND ST S
1ST AVE S
2ND AVE S
30TH ST S
29TH ST S
3RD AVE S
26TH ST S
24TH ST S
23RD ST S
21ST ST S
20TH ST S
19TH ST S
17TH ST S
4TH AVE S
31ST ST S
16TH ST S
Tropicana Field
EMERSON AVE S
6TH AVE S
28TH ST S
6TH AVE S
6TH AVE S
6TH AVE S
Campbell Park
John Hopkins Middle School
7TH AVE S
7TH AVE S
6TH AVE S
21ST ST S
Gibbs High School
9TH AVE S
10TH AVE S
City Owned Parcels
Property Under Contract by W.A.D.
Local Historic Landmarks


WAREHOUSE ARTS DISTRICT
Neighborhood Wal-Mart
1ST AVE N
CENTRAL AVE
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EMERSON AVE S
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7TH AVE S
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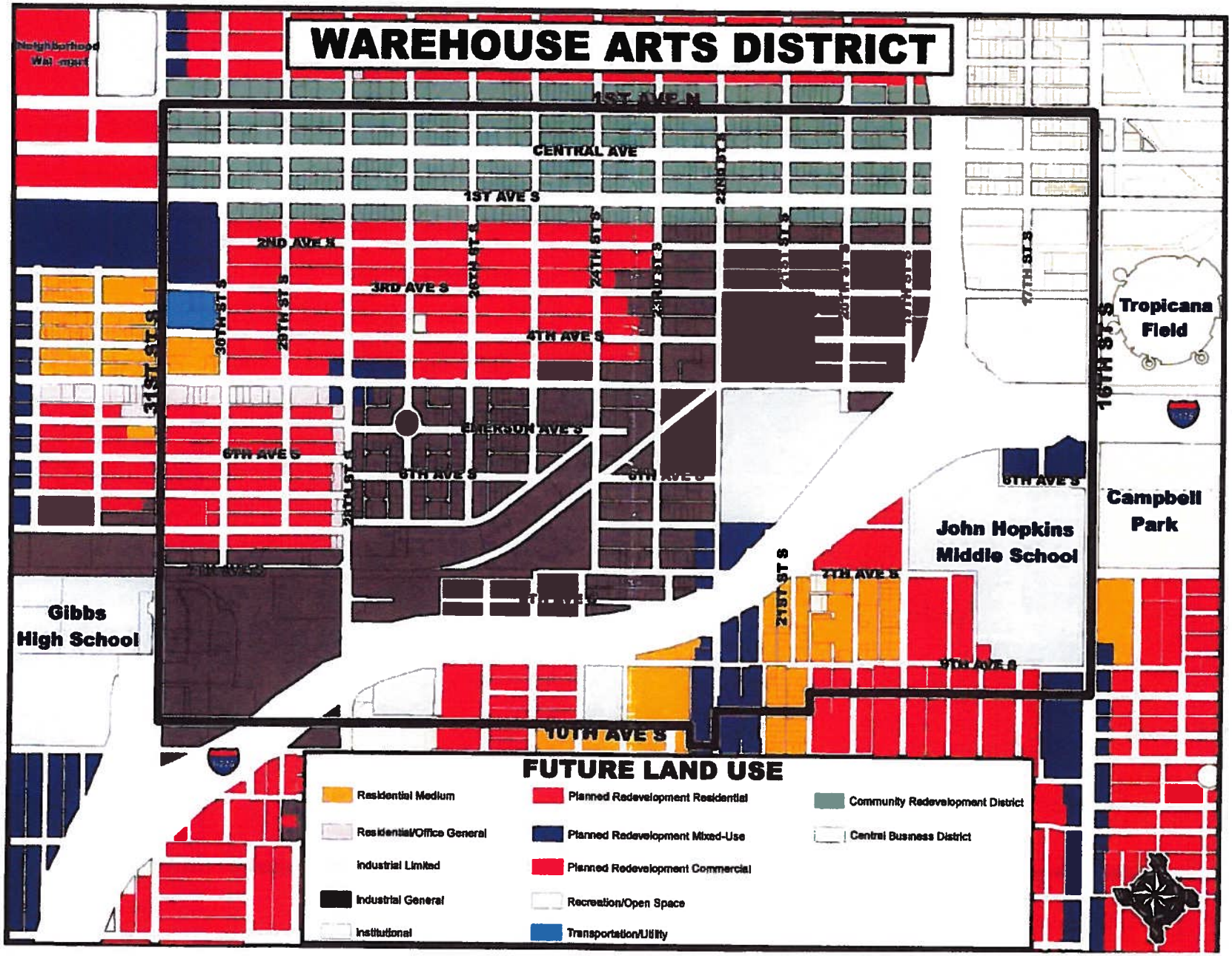
22ND ST S
21ST ST S
20TH ST S
19TH ST S
17TH ST S
16TH ST S
Tropicana Field
Campbell Park
John Hopkins Middle School
Gibbs High School
EXISTING LAND USE
SINGLE FAMILY
MULTI-FAMILY
SCHOOLS
CHURCHES
COMMERCIAL
OFFICE
INDUSTRIAL
GOVERNMENT
T/U
VACANT


WAREHOUSE ARTS DISTRICT
Neighborhood Wal-mart
1ST AVE N
CENTRAL AVE
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5TH AVE S
6TH AVE S
7TH AVE S
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31ST ST S
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27TH ST S
26TH ST S
25TH ST S
24TH ST S
23RD ST S
22ND ST S
21ST ST S
20TH ST S
19TH ST S
18TH ST S
17TH ST S
16TH ST S
Tropicana Field
Campbell Park
John Hopkins Middle School
Gibbs High School
FUTURE LAND USE
Residential Medium
Residential/Office General
Industrial Limited
Industrial General
Institutional
Planned Redevelopment Residential
Planned Redevelopment Mixed-Use
Planned Redevelopment Commercial
Recreation/Open Space
Transportation/Utility
Community Redevelopment District
Central Business District

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **March 30, 2016**

COUNCIL DATE: **April 21, 2016**

RE: ***Referral to the Energy, Natural Resources and Sustainability Committee St. Petersburg's PACE Program***

ACTION DESIRED:

Respectfully refer to the ENRS Committee consideration of a St. Petersburg PACE (Property Assessed Clean Energy) program which adopts a multi-provider and open market approach to facilitate consumer choice and encourage competition. The ENRS Committee and Council discussion to ultimately advise Administration on preferred next steps.

BACKGROUND:

Financing options for property improvements have proved to be the limiting factor for homeowners and building owners looking to improve the energy and water efficiency of their property, as well as to mitigate wind damage.

Council Member Karl Nurse introduced this concept five years ago. Since that time, legal questions have been resolved at the state supreme court to allow special assessments to be levied on personal property to be repaid over a set term and billed annually on the property tax bill as a non-ad valorem assessment.

Recently, the City of Orlando approved a PACE resolution and passed the necessary interlocal agreements to allow for homeowners and building owners to voluntarily utilize the PACE funding mechanism for qualified building improvements. The Orlando model utilizes a multi-provider approach rather than locking in one exclusive vendor.

A robust Council discussion can serve to provide Administration guidance to implement the best PACE program model for St. Petersburg.

Darden Rice, Vice Chair
Council Member, District 4

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 6, 2016**

COUNCIL DATE: **April 21, 2016**

RE: ***Innovative Funding Source for Additional Bus Shelters***

ACTION DESIRED:

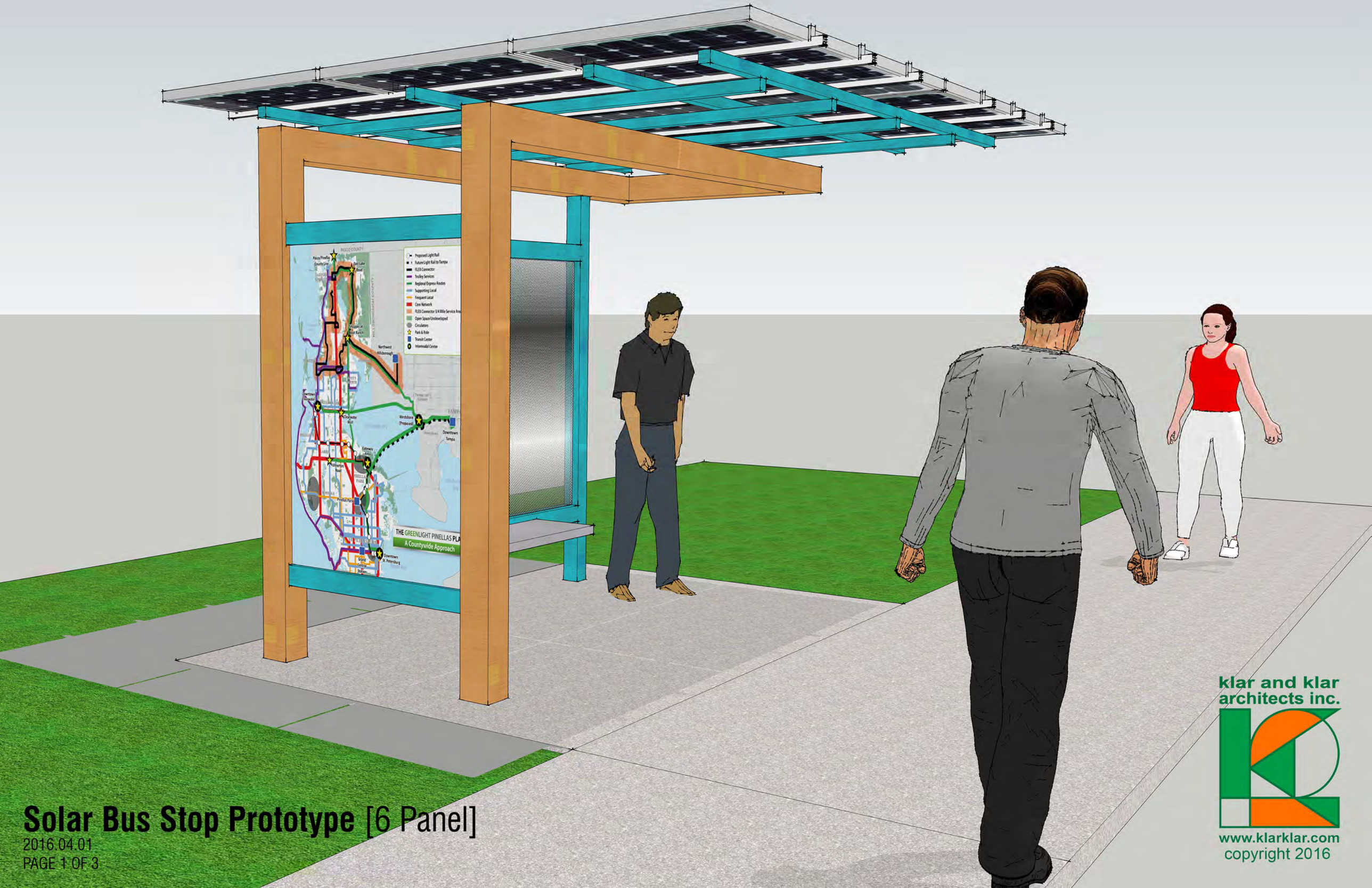
Respectfully requesting a referral to the Public Services and Infrastructure Committee to consider a revision to our sign ordinance to allow an ad be placed on bus shelters that are constructed with private sector funds.

RATIONALE:

Approximately 10 percent of the 5,000 PSTA bus stops have shelters. The financial squeeze of PSTA limits their ability to add shelters. The combination of heat and rain here means that bus shelters provide a significantly better transit experience for our citizens. A company has installed sixty shelters in other parts of the county because they are allowed to put an ad on one end of the shelter. This is illegal in St. Petersburg. Another company has approached the City with an offer to build a solar powered shelter if they can sell an ad on one end of the shelter.

Attachment

Karl Nurse
Council Member



Solar Bus Stop Prototype [6 Panel]

2016.04.01

klar and klar architects inc.

www.klarklar.com

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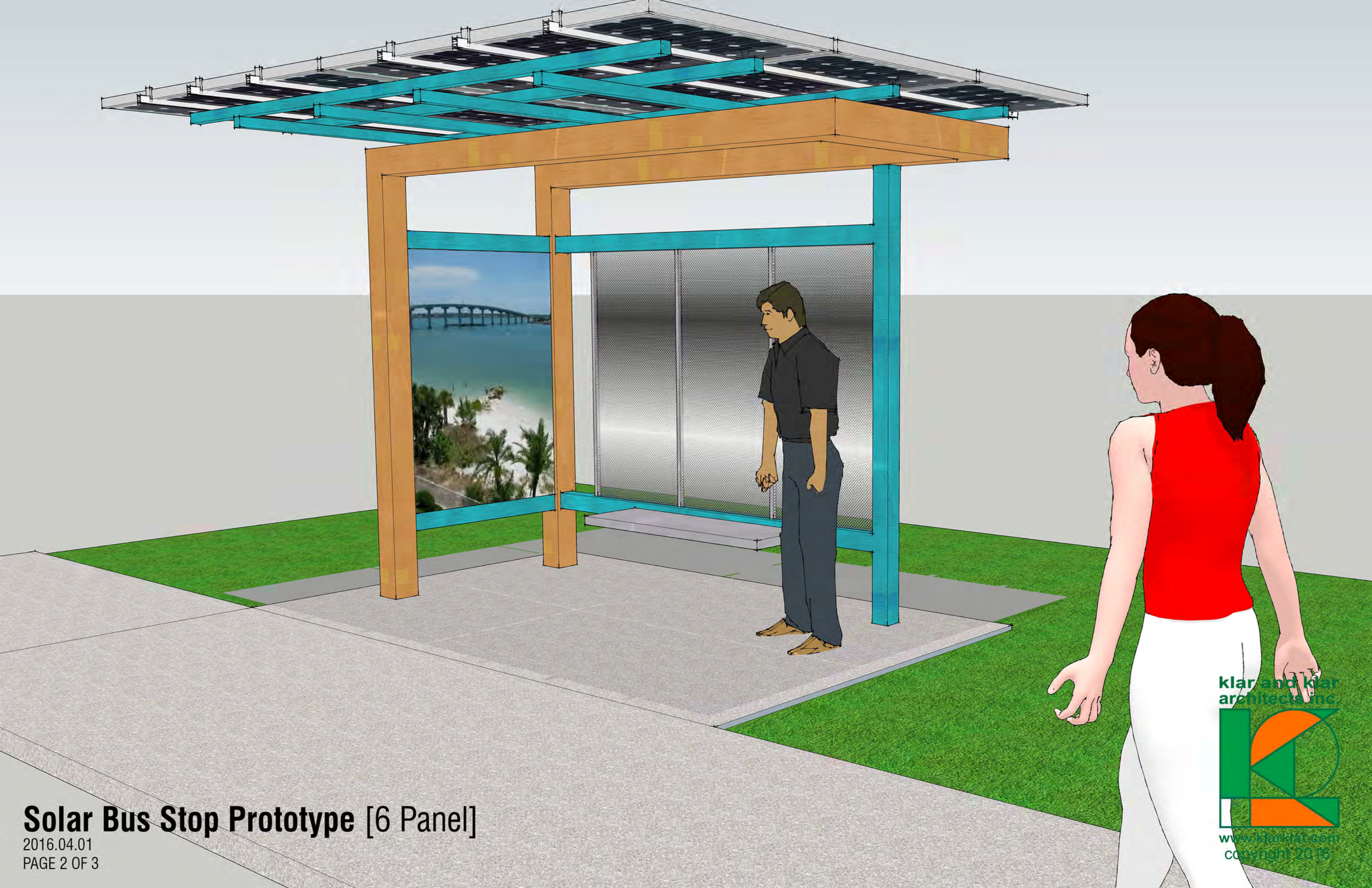
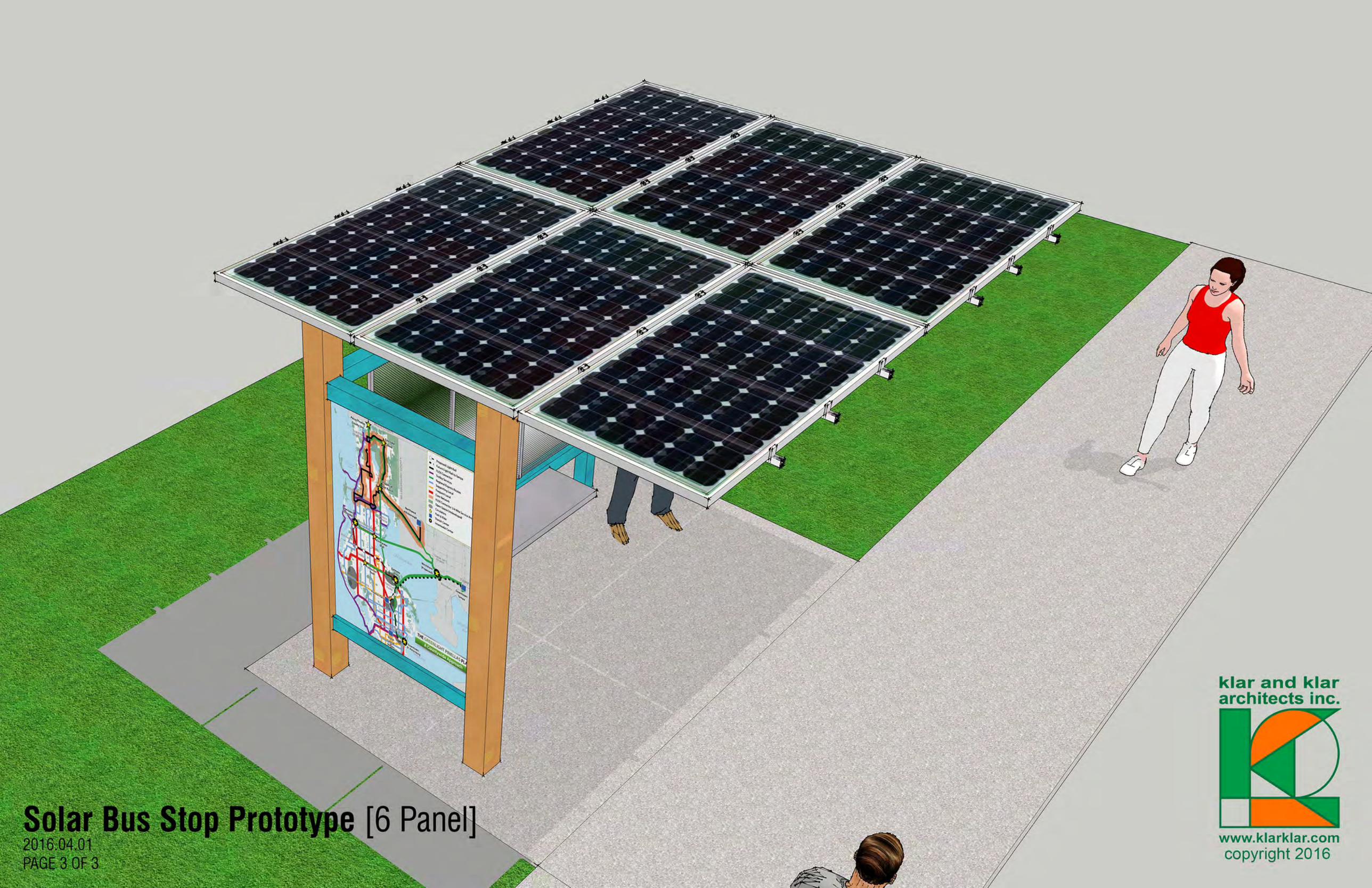


Solar Bus Stop Prototype [6 Panel]

2016.04.01



Solar Bus Stop Prototype [6 Panel]

2016.04.01

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COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 13, 2016**

COUNCIL DATE: **April 21, 2016**

RE: ***Referral to the Public Services & Infrastructure Committee***

ACTION DESIRED:

Respectfully request a referral to Public Services & Infrastructure Committee (PS&I) to continue the discussion on amending the Vehicle for Hire Ordinance with a focus on Transportation Network Companies, including background checks, insurance and handicap accessibility requirements.

Jim Kennedy, Council Member
District 2

COUNCIL AGENDA
NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **April 13, 2016**

COUNCIL DATE: **April 21, 2016**

RE: ***Pinellas County Mosquito control***

ACTION DESIRED:

Respectively request a presentation from Pinellas County to Council on Mosquito Control.

Jim Kennedy, Council Member
District 2

ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report

April 14, 2016
8:00 a.m. - City Hall Room 100

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

Also: Chief Assistant Attorney, Jeannine Williams; Councilmember Lisa Wheeler-Brown; City Auditor, Brad Scott; Finance Director, Ann Fritz; Senior Procurement Analyst Michael Schlesinger and Senior Deputy City Clerk, Cathy Davis.

Absent: Councilmember Karl Nurse.

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

A. Call to Order

The meeting was called to order at 8:00 am.

B. Approval of Agenda

Councilmember Gerdes made a motion to accept the agenda. The motion passed unanimously. Ayes. Kennedy. Gerdes. Rice. Montanari. Nays. None. Absent. Councilmember Karl Nurse.

C. Approval of Minutes

1. March 31, 2016

Councilmember Gerdes made a motion to accept the minutes. The motion passed unanimously. Ayes. Kennedy. Gerdes. Rice. Montanari. Nays. None. Absent. Councilmember Karl Nurse.

D. New/Deferred Business

1. External Audit Services RFP Short Listed Vendor Presentations (Scott)

a. Carr Riggs & Ingram, LLC

Harold Monk, David Alvarez, Rob Lemmon, and John Brielmaier with the firm of Carr, Riggs, & Ingram, LLC (CRI) provided a presentation in support of their proposal submitted in response to the City's External Audit Services RFP.

CRI is nationally the 21st largest governmental auditing firm, and regionally the 3rd largest auditing firm. The firm has a total of 15 offices with over 300 employees located in the state of Florida. Governmental audits currently account for 40% of the firm's overall revenues. Of the firm's 450 governmental clients, 200 are located in the state of Florida.

Advantages of awarding the bid to CRI would include not only gaining the experience of a firm with deep roots in governmental auditing, but would also deliver value from the start, offer an efficient transition, and establish ongoing communications The

firm's mantra is "no surprises". CRI is a member of many professional organizations such as the AICPA, the ISACA, the CAG, and the PCAOB.

Upon acceptance the firm would hold a pre- planning meeting in order to develop communication and then complete a risk assessment in order to develop an audit strategy. The firm would then execute the audit based upon substantive analytics, test of details, and general audit procedures.

Based on the preferences of the City the firm is willing to rotate staff in and out to provide a fresh "set of eyes" annually, or the firm would keep the same engagement team in place for each of the three annual audits.

Based on the amount of experience CRI has in governmental auditing, CRI is confident in the number of audit hours and the rate which was included in its response to the RFP.

b. Cherry Bekaert, LLP

John Gilberto, Scott Anderson, Michael Townsend, and Emily Gerard with the firm of Cherry Bekaert, LLP (CB) provided a presentation in support of their proposal submitted in response to the City External Audit Services RFP.

CB currently serves over 150 government clients, has over 120 employees serving government, and provides over 100,000 hours of government audit services annually. CB advised that more important than its extensive experience is its customized audit approach, and the quality of its handpicked engagement team chosen to serve the City.

Upon acceptance CB would initiate a risk assessment synthesis whereby inherent risks and control risks are studied in depth. The assessment would allow the firm to understand the City and the City's internal controls, which would allow it to identify major programs and then design audit procedures.

CB's tailored approach would include an information systems analysis. CB would utilize formal audit plans tailored to the City's IT environment, that integrate with the audit approach to assess IT entity level controls, backup and recovery controls, network security controls, change management controls, and system development life cycle controls.

CB offers strong experience serving governments, partners and managers who already know the City and its business, prides itself on communication, and has an excellent service record and client references.

CB advised that even though exceptions with the City's preferred contract language, and insurance reporting requirements were indicated, the issues were worked out in its previous engagement with the City, and it may have flexibility in the hours and rates provided in the proposal.

c. Clifton Larson Allen, LLP

Clifton Allen Larson was not present to provide their scheduled presentation. When called they advised that they mis-calendared the meeting for April 20th.

Chair Kennedy motioned that purchasing ask all three finalists for best and final pricing, ask Clifton Larson Allen, LLP to provide an explanation as to why they were unable to present at today's meeting, and advise Clifton Allen Larson that they may provide a written summary of their presentation along with their explanation and best and final offer.

The motion passed unanimously. Ayes. Kennedy. Gerdes. Rice. Montanari. Nays. None. Absent. Councilmember Nurse.

E. Continued Business

F. Upcoming Meetings Agenda Tentative Issues

1. April 21. 2016

a. 953-92 Three Year Agreement for Administrative Services, Workers' Compensation (Guella)

b. Water Resources Peer Review Study (Tankersly/Gibbons)

2. April 28, 2016

a. Management Evaluation Study (based on the results of the Water Resources peer review study) (Scott)
b. Best and final offers from the three finalists of the External audit Services RFP (Scott)

G. New Business Item Referrals

H. Adjournment:

The meeting was adjourned at 9:45 am

MEMORANDUM

TO: Members of Budget, Finance and Taxation City Council Committee

FROM: Christopher M. Guella, Director, Human Resources

DATE: April 14, 2016

SUBJECT: Award & Agreement for Workers' Compensation Claims Administration Services to a Third Party Administrator

---

Currently the City of St. Petersburg is self-insured for Workers' Compensation and self-administers the workers' compensation claims utilizing City employees and City attorneys. Due to the complex nature of Workers' Compensation law, regulations, procedures and reporting requirements, the City requested proposals for workers' compensation claim administration services.

The Third Party Administrator (TPA) will provide all labor, materials, supervision, travel, facilities and equipment to provide TPA services that include a toll-free number for employees and internet access for the City's Risk Management administration and the City Attorney's Office. The TPA will assume handling of all new and pending workers' compensation claims. The TPA will be responsible for investigations to determine compensability; determining proper benefits due and owing under the Florida Workers' Compensation Statute; and timely payment of those benefits. The TPA will handle any fraud investigations and will work with the City's legal department on any cases in litigation. The TPA will also ensure that all required state electronic reporting is done and that the Federal Medicare electronic reporting requirements are met.

The Procurement Department received five proposals for workers' compensation TPA Services. Proposals were evaluated on experience of firm, qualifications and technical competence of assigned staff, capacity to accomplish the work, past performance on similar contracts, implementation schedule, and reasonableness of cost.

Commercial Risk Management, Inc.'s ("Commercial Risk") proposal offered all-inclusive pricing for all open and closed claims with no limitation on the number of claims, dedicated staff to serve the City, and Commercial Risk uses the same vendor as the City for bill review, which would assist in the transition process.

The Procurement and Supply Management Department, in cooperation with the Human Resources Department, recommends Commercial Risk for the award which has the following costs:

One-Time Transition Services Fee $19,600
Third Party Claims Administration Annual Fee $459,204
Bill Review Annual projection as fee is based on number of bills..... $200,000
Projected Total for transition services and first year $678,804
Projected Annual Total for subsequent years.....$659,204

Commercial Risk has met the requirements of RFP No. 7872 dated October 27, 2015. Commercial Risk will be servicing the contract from their headquarters in Tampa. The company has 40 years industry experience and 43 employees locally. It has been providing services described in the RFP since 1975 and has performed satisfactorily for the counties of Manatee and Pasco, the Hillsborough County Sheriff's Office, Pinellas Suncoast Transit Authority, and the City of Tampa.

The bill review mentioned in the costs above is a service the City currently contracts with Corvel, Inc. ("Corvel") to perform per an agreement for $200,000 annually ("Corvel Agreement") which was approved at the August 20, 2015 Council meeting. The Corvel Agreement, which is set to expire in April of 2018, will be terminated by the City as of the effective date of the City's Agreement with Commercial Risk. These bill review services will become the responsibility of Commercial Risk, which also utilizes Corvel, Inc., so this aspect of the third party claims administration process is cost neutral. The current Corvel Agreement requires a bank account to process the medical payments. Commercial Risk will need a bank account to process the indemnity payments, so terminating the Corvel Agreement and utilizing Commercial Risk will enable the City to have just one account to fund both the medical and indemnity benefits. The City will change from the Corvel Prescription Program to MyMatrix, which is the program currently used by Commercial Risk and the cost is less than the Corvel Prescription Program. The prescription program is paid under the medical benefits on the individual claim file.

The agreement will be effective from April 26, 2016 through June 28, 2019, unless terminated earlier with renewal options as provided for in the agreement.

Cost/Funding/Assessment Information: Funds have been appropriated in the Workers' Compensation Fund (5129) Human Resources/Workers Compensation Division (0901201). The cost of the TPA will be partially offset by savings in personnel costs as three full time Workers' Compensation positions will be eliminated.

ATTACHMENTS:
Proposed Agreement
Proposed Resolution

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the 26th day of April, 2016 ("Effective Date") by and between Commercial Risk Management, Inc. ("Offeror") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City desires to transition from self-administration to third party administration of its workers' compensation claims; and

WHEREAS, the City desires for Offeror to provide third party administrative services for the City's workers' compensation claims, and Offeror desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, Offeror represents that it possesses the personnel, skills, experience, software, and other resources necessary to provide third party administrative services for the City's workers' compensation claims.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are incorporated into this Agreement and made an integral part hereof), the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Offeror Duties.** Offeror shall perform the services set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Without limiting the generality of the foregoing, Offeror shall (i) perform all of its transition duties set forth in Appendix A in accordance with the transition schedule mutually agreed to by the Parties in writing, (ii) provide the City with access to its RMI System (as defined herein), and (iii) provide all personnel, labor, materials, supervision, travel, facilities, equipment, and software in order to provide third party administrative services for the City's workers' compensation claims.

2. **Right to Use Online Claims System.** Offeror hereby grants to the City a non-exclusive, non-transferable right and license to access and use the Offeror's online claims system ("RMI System"), and to make copies of and use any Documentation. Documentation means the information made generally available by Offeror to its clients that describes the form, features, and/or operation of the RMI System, whether contained in tangible medium or made available in electronic format.

3. **Agreement Components.**

   A. This Agreement consists of this document and its appendices and the following

documents, which are attached hereto and made a part hereof by reference ("Other Documents"):

1) Offeror's Best and Final Offer dated January 25, 2016 ("Document 1").

2) The City's Questions/Clarifications for Offerors & Offeror's Response to Questions/Clarifications for Offerors dated January 25, 2016. ("Document 2")

3) Request for Proposals No. 7872, Three-Year Agreement for Administration Services, Worker's Compensation, dated October 27, 2015 and all addenda ("Document 3").

4) Offeror's Response to Request for Proposals No. 7872 dated December 8, 2015 ("Document 4").

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

4. **Appendices**. All appendices to this Agreement are attached hereto and incorporated herein by reference.

5. **Term**. The initial term of this Agreement shall commence on April 26, 2016 and shall terminate on June 28, 2019, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two (2) year period from the date of expiration, provided that such extension is mutually agreed to in writing. References in this Agreement to "Term" shall include the initial term of this Agreement and any renewal term.

6. **Payment**.

A. Transition Services. Provided Offeror faithfully performs its transition duties as set forth in the Scope of Services, the City shall pay Offeror for transition services as follows:

1) Data Conversion. Within ten (10) days after the Effective Date, the City shall pay Offeror an amount not to exceed nine thousand six hundred dollars ($9,600) for Offeror to complete the data conversion as set forth in the Scope

of Services.

2) Adjuster. The City shall pay Offeror at the rate of fifty dollars ($50) per hour, not to exceed ten thousand dollars ($10,000) total, for the adjuster assigned to the City as part of Offeror's transition duties. Upon completion of its transition duties, Offeror shall invoice the City for the adjuster. The invoice shall include the adjuster's name, dates of service and total hours for each date and total amount due. The City shall pay such invoice within thirty (30) days (provided Offeror is in compliance with the terms and conditions of this Agreement).

B. Claims Administration.

1) Generally. Provided Offeror faithfully performs its obligations contained in this Agreement, the City shall pay Offeror in accordance with the fees, costs, and rates set forth in Appendix B of this Agreement ("Cost Schedule").The fees, costs, and rates set forth in the Cost Schedule shall be inclusive of all costs and expenses, including but not limited to salaries, office operation, general and administrative overhead, incidental expenses, fringe benefits, transportation, lodging, appearance at hearings, mediations, depositions, and trials, materials, phone, postage, and mileage. The Cost Schedule shall may not be changed except in strict accordance with this Agreement.

2) Invoices. Offeror shall submit its invoices to the City on a monthly basis during the first two weeks of the month for the previous month's claims administration services rendered. Offeror shall include a copy of the applicable work log with each invoice. The City shall pay such invoices within thirty (30) days (provided Offeror is in compliance with the terms and conditions of this Agreement).

3) Fees, Costs & Rates. The fees, costs, and rates set forth in the Cost Schedule shall remain firm for the initial term. The fees, costs, and rates will remain firm for any renewal term unless, at least ninety (90) days prior to the end of the initial term, Offeror submits a request to the City in writing with proposed pricing for the next annual renewal period. Such written request shall include an explanation and detailed supporting documentation for the cause in the price change. The fees, costs, and rates set forth in the Cost Schedule shall not be changed pursuant to an Offeror's request under this subparagraph except in strict accordance with this Agreement.

7. **Civil Penalties.** Offeror shall pay, at its sole cost and expense, any fees, interest, and civil penalties incurred due to (i) late payment of benefits, (ii) failure to timely file all information required in accordance with the Florida Division of Worker's Compensation per Florida

Electronic Data Information guidelines for all claims benefits and claims-related expenses, and/or (iii) adjuster mishandling; provided, however, that Offeror shall not be obligated to pay any fees, interest, or civil penalties that were incurred solely as a result of the City's failure to timely report an accident or injury to Offeror that resulted in a late report fine from the Florida Division of Worker's Compensation in accordance with the applicable reporting deadlines set forth in Section 440, Florida Statutes.

8. **Indemnification.**

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

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

2) The failure of Offeror, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

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

4) Any reckless or intentional wrongful act or omission of Offeror, its employees, agents, representatives or subcontractors; or

5) Any infringement or alleged infringement of the RMI System or its associated software or Documentation upon, or the misappropriation of, any copyright, trademark, patent or trade secret right of any party.

B. The provisions of this paragraph 8 are independent of, and will not be limited by, any insurance required to be obtained by Offeror pursuant to this Agreement or otherwise obtained by Offeror, and shall survive the expiration or earlier termination of this

Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

9. **Insurance.**

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

1) Commercial general liability insurance in an amount of at least one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction and (ii) contractual liability under this Agreement.

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

3) Workers' compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

4) Professional liability Insurance that covers employees and agents and includes coverage for errors and omissions with a minimum limit of one million dollars ($1,000,000). The coverage shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained or Claims Made basis. If coverage is on a "Claims Made" basis the policy must indicate a retro date of coverage prior to the Effective Date of this Agreement signed by Offeror and City.

5) Fiduciary Liability Insurance (unless specifically included in the Professional Liability Policy and documentation of same is provided) with a minimum limit of one million dollars ($1,000,000). If coverage is on a claims made basis, the policy must indicate a retro date of coverage prior to the Effective Date of this Agreement.

6) Cyber Liability Insurance including privacy notification and crisis management expenses; regulatory defense and penalties; and related theft of property coverages including computer fraud and funds transfer with minimum limit of one million dollars ($1,000,000). If Cyber liability coverage is provided under the professional or general liability policy, documentation of the coverage and the limits showing a minimum of one million dollars ($1,000,000) under that policy must be submitted to the City.

B. All of Offeror's insurance policies, except workers' compensation, shall name the Indemnified Parties as additional insureds.

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

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

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

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

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

10. **Confidentiality**. Except as otherwise required or permitted by applicable Laws (including but not limited to Florida public records laws), each party shall keep confidential any and all information, data and records provided to it by the other party.

11. **Protected Health Information**. Offeror's obligations with respect to the use and disclosure of protected health information obtained in the course of performing and providing the Scope of Services under this Agreement are outlined in the Business Associate Agreement between the Parties executed contemporaneously with this Agreement.

12. **Offeror's Personnel.**

A. All personnel assigned to perform the Scope of Services shall be pre-approved by the City in writing. Offeror shall not remove any adjusters or supervisors from performing the Scope of Services without the City's prior written consent; provided, however, that removal of any adjusters or supervisors due to their incapacity, voluntary termination or termination due to just cause shall not constitute a violation of this paragraph. If any adjusters or supervisors are incapacitated, voluntarily terminate their employment, or are terminated for just cause, Offeror shall, within forty-eight (48) hours, replace such adjusters or supervisors with other equally qualified adjusters or supervisors that have been pre-approved by the City in writing.

B. Offeror shall not assign trainees or temporary adjusters to perform the Scope of Services.

C. The City reserves the right to require Offeror to replace any persons performing the Scope of Services, including but not limited to Offeror's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable, or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City. Offeror's replacement of personnel shall not be grounds for a change in the Cost Schedule.

D. Offeror acknowledges and agrees that Offeror's personnel assigned to perform the Scope of Services shall not (i) be considered employees of the City for any purpose; (ii) have any authority to act on behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, directly from the City.

13. **Deliverables.** The City shall solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement ("Deliverables"), including but not limited to all reports, documents, materials, claims files, and other work product developed for the City in connection with this Agreement. Offeror shall take all actions necessary to assure that such title vests in the City.

14. **Warranty**. Offeror warrants that the services required by this Agreement shall be performed by Offeror with reasonable care in a diligent, professional and competent manner.

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

CITY:

_____

_____

_____

_____

_____

OFFEROR:

_____

_____

_____

_____

_____

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

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

18. **Assignment.** Offeror shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

19. **Termination.**

    A. This Agreement may be terminated at any time by the City for convenience upon sixty (60) days written notice to Offeror.

    B. If Offeror or City defaults on any of the terms and conditions of this Agreement and such default continues for a period of thirty (30) days after receiving written notice of such default from the non-defaulting party, in addition to any other rights or remedies available to it, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party ninety (90) business days prior written notice of its intent to terminate (such ninety (90) day period to commence upon the defaulting party's receipt of such notice). Notwithstanding the foregoing, the City may immediately terminate this Agreement, without providing Offeror with notice of default or an opportunity to cure, if the City determines that Offeror has failed to comply with any of the terms and conditions of this Agreement related to indemnification or insurance coverage.

    C. Termination of this Agreement shall act as a termination of the Other Documents.

20. **Duties upon Expiration or Termination.**

    A. Upon expiration or early termination of this Agreement, Offeror shall (i) cooperate with and assist the City in developing a mutually agreed upon transfer plan to facilitate termination of Offeror's services, (ii) perform all transfer plan activities required pursuant to the mutually agreed upon transfer plan, and (iii) provide any other services necessary or requested by the City to effectuate an orderly transfer to a new service provider, including but not limited to transferring all claims information, providing an accounting of all claims, and forwarding all mail received on the City's

claims within one business day of receipt.

B. Offeror shall continue to give the City a non-exclusive, non-transferable right and license to access and use the RMI System without limitation for one year after the expiration or earlier termination of this Agreement or for one year after all of the City's claim information contained in the RMI System is transferred to another provider as authorized by the City in writing, whichever is later.

C. Offeror shall continue to provide the Scope of Services without limitation for the City on any and all claims the City requests Offeror to retain ("Tail Claims"), in the City's sole and absolute discretion. Payment for Offeror's services on Tail Claims shall be in accordance with the Cost Schedule.

21. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

22. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").

B. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Offeror and the City fail to reach an agreement on a Contract Adjustment proposed by the City, or a change in the Cost Schedule associated with such a Contract Adjustment, within thirty (30) days of the City's proposal of such Contract Adjustment.

C. There shall be no modification of the Cost Schedule on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Offeror or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

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

E. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Cost Schedule except pursuant to a Change Order duly executed by both Parties.

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

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

25. **Compliance with Laws**. Offeror shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Chapter 440, Florida Statutes, all state of Florida forms, rules, and guidelines applicable to the claims handling process, and all Laws related to Medicare reporting. Offeror and its employees shall also comply with all applicable City policies and procedures.

26. **Third Party Beneficiary**. No persons other than Offeror and City and their successors and assigns shall have any rights whatsoever under this Agreement.

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

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

29. **Use of Name.** Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the named party.

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

31. **City Consent and Action.**

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

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

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

33. **Books and Records**. Offeror shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including claims files and personnel records, with respect to this Agreement shall be kept by Offeror and shall be open to examination or audit by the City during the Term and for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

34. **Public Records.**

    A. Offeror shall (i) keep and maintain public records (as defined in Florida's Public Records law, Chapter 119, Florida Statutes) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subparagraph B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable

Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Offeror within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Offeror shall be provided to the City in a format approved by the City.

B. Offeror shall immediately notify the City Clerk in writing after receiving a public records request. Offeror shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.

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

35. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

36. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

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

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

certifications and approvals. Offeror shall notify the City immediately if any personnel performing the Scope of Services loses or has suspended any required license or certification.

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

40. **Subcontractors.**

A. Offeror shall manage all outside service providers and subcontractors.

B. Offeror's hiring or use of outside service providers or subcontractors in connection with the performance of Offeror's obligations under this Agreement, including but not limited to special investigation units, surveillance services, preferred provider organizations, services for medical bill review, medical case management, rehabilitation employment assessment, rehabilitation employment, durable medical services, radiology or other ancillary services, shall not be permitted without the City's prior written approval of each proposed outside service provider or subcontractor, which approval may be withheld by the City in its sole and absolute discretion.

C. Offeror shall review all outside service provider and subcontractor bills for accuracy prior to making payment; provided, however, that Offeror need not review medical bills that have been previously reviewed by a medical bill review provider pursuant to this paragraph 40.

D. Offeror shall promptly pay all outside service providers and subcontractors under the appropriate medical or expense coverage on each claim file.

E. Offeror shall require all subcontractors to defend and indemnify the Indemnified Parties to the same extent as Offeror and to name the Indemnified Parties as additional insureds under all insurance policies which Offeror requires to be obtained.

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives and binding on the day and date first above written.

COMMERCIAL RISK MANAGEMENT, INC.:

By: _____
Print: Susan E. Theis
Title: Chief Executive Officer

WITNESSES

By: _____
Print: _____

By: _____
Print: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST:

(SEAL)

_____
Chan Srinivasa

Provisions of Contract Approved:

By: _____
Print: _____
Project Manager

Approved as to Form and Content:

_____
City Attorney (Designee)
00266316

(Acknowledgment of Offeror)

State of _____)
County of _____) ss:
City of _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____, by_____
(Name and Title)
of _____ ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

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

NOTARY PUBLIC:

(SEAL)

_____

My commission expires: _____

Resolution No. 2016-_____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO COMMERCIAL RISK MANAGEMENT, INC. FOR WORKERS' COMPENSATION ADMINISTRATION SERVICES; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") is currently self-administered for its Workers' Compensation claims; and

WHEREAS, the state and federal requirements for reporting and processing Workers' Compensation claims have substantially increased; and as such, it was determined that it would be in the City's best interest to utilize the services of a third party administrator for administration of the City's Workers' Compensation claims; and

WHEREAS, the Procurement & Supply Management Department received five proposals for third party administration of its Workers' Compensation claims pursuant to Request for Proposals ("RFP") No. 7872, dated October 27, 2015; and

WHEREAS, Commercial Risk Management, Inc. ("Commercial Risk") has met the requirements of RFP No. 7872; and

WHEREAS, the City and Commercial Risk desire to execute an agreement ("Agreement") for Commercial Risk to provide third party Workers' Compensation claims administration for the City; and

WHEREAS, Commercial Risk has agreed to the terms and conditions set forth in the Agreement; and

WHEREAS, the costs for transition services shall not exceed $19,600, and the estimated annual cost for Commercial Risk to provide the services pursuant to the Agreement is $659,204; and

WHEREAS, on April 21, 2016, the Budget, Finance and Taxation (BF&T) Council Committee recommended approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that the proposal is hereby accepted and the three-year Agreement with one two-year renewal option to

Commercial Risk Management, Inc. for Workers' Compensation administration services is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement to correct typographical errors and clarify provisions of the Agreement to conform to City Council's direction.

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

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

Sharon Michnowicz
City Attorney (designee)
00266341

Department

City of St. Petersburg
Youth Services Committee Report
Thursday, April 14, 2016
11:00 a.m.

Room 100

Members and Alternates: Council Members 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 – Council Member Amy Foster, Committee Chair
The meeting was called to order by Chair Foster. Council members in attendance were Amy Foster, Charlie Gerdes, Darden Rice, and Lisa Wheeler-Brown.

B. Approval of minutes for Youth Services Committee – March 10, 2016
The minutes for the meeting of March 10, 2016 were approved as submitted.

C. Agenda Items

1. Mr. Michael Audino, Chairman of the Board of Impact Pinellas, Inc., presented Circles® USA to the Youth Services Committee.

   Circles® was described as an intentional methodology to help individuals exit poverty. Nationwide, a vast majority of funding is spent on managing poverty. Circles®, by contrast, is designed for those who are intentional and desirous of getting out of poverty. This transition is made through a series of steps including providing participants with training curriculum; surrounding participants with "allies," two or three individuals to help them navigate through ordinary challenges; and empowering participants by ensuring employment opportunities exist.

   Presently, several organizations are collaborating to introduce the Circles® initiative locally. Committee members posed questions, requested additional information, and expressed interest in implementing a Circles® USA chapter for south St. Petersburg.

D. Next Meeting Date – Thursday, May 12, 2016

E. Adjournment – Meeting was adjourned at 11:44 a.m.

ST. PETERSBURG CITY COUNCIL

MEETING OF: April 21, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) **LCA 1562**

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

LCA:	**1562**
NUMBER OF STRUCTURES:	**36**
ASSESSABLE AMOUNT:	**$6,988.46**

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **$6,988.46** 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
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70408	CARCARY, SHAUN 5032 SOUTHAMPTON CIR TAMPA FL 336472055	26 31 16 00000 420 0100 FROM SW COR OF NW 1/4 OF SE 1/4 TH E 413.5FT & N 40 FT FOR POB TH N 169FT TH E 90FT TH S 169FT TH W 90FT	2627 18TH AVE S	194.40
LCA 1562 70409	SCHEMEL, DANIELEE 2560 14TH AVE N SAINT PETERSBURG FL 337135811	14 31 16 01818 000 0430 AVALON SUB NO. 3 LOT 43	2560 14TH AVE N	184.38
LCA 1562 70410	T C 12 LLC PO BOX 3385 TAMPA FL 336013385	25 31 16 10206 000 0180 BONNIVISTA SUB LOT 18	1636 13TH ST S	184.38
LCA 1562 70411	FLINCHBAUGH, DAWSON E 3845 1ST AVE S SAINT PETERSBURG FL 337111203	22 31 16 14418 011 0110 CENTRAL AVENUE HEIGHTS BLK 11, LOT 11	3845 1ST AVE S	184.38
LCA 1562 70412	TRUST NO 1320 11125 PARK BLVD STE 104-157 SEMINOLE FL 337724757	15 31 16 25506 005 0130 EL DORADO HILLS ANNEX BLK E, LOT 13	1320 45TH ST N	184.38
LCA 1562 70413	ABRAMS, MAXINE 5701 16TH ST S APT 212 SAINT PETERSBURG FL 337055043	30 31 17 31284 004 0190 GLENWOOD PARK BLK D, LOT 19	750 19TH AVE S	344.74
LCA 1562 70414	KALKE, GERHARD GARY G 911 JUNGLE AVE N SAINT PETERSBURG FL 337104305	18 31 16 31824 000 0340 GOLF COURSE & JUNGLE SUB BLK K, LOTS 34 & 35 REPLAT LOT 34	728 COUNTRY CLUB RD N	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70415	PLATT, JONATHAN K 720 COUNTRY CLUB RD N SAINT PETERSBURG FL 337104401	18 31 16 31824 000 0350 GOLF COURSE & JUNGLE SUB BLK K, LOTS 34 & 35 REPLAT LOT 35	720 COUNTRY CLUB RD N	184.38
LCA 1562 70416	TITAN DEVELOPMENT GROUP LLC 8313 SOLANO BAY LOOP STE 1511 TAMPA FL 336359596	27 31 16 33426 002 0080 GREENWICH VILLAGE BLK B, LOT 8	3443 14TH AVE S	184.38
LCA 1562 70417	GENERAL HOME DEVELOPMENT CORP 215 49TH ST S SAINT PETERSBURG FL 337071925	21 31 16 35244 026 0110 HALL'S CENTRAL AVE NO. 3 BLK 26, LOT 11 (SEE N 22-31-16 MAP)	4543 1ST AVE S	184.38
LCA 1562 70418	LISTER, LORI L 19102 CORNERSTONE DR MORRISVILLE PA 190677906	31 31 17 36684 000 0910 HARBORDALE SUB LOT 91	665 26TH AVE S	184.38
LCA 1562 70419	QUINONES, JORGE 1350 74TH N ST SAINT PETERSBURG FL 337104529	18 31 16 44640 015 0070 JUNGLE COUNTRY CLUB 4TH ADD BLK 15, LOT 7	1350 74TH ST N	184.38
LCA 1562 70420	LUKE, JAMES M PO BOX 606 CHRISTIANSTED VI 00821	36 31 16 48618 000 0190 LAKESIDE SUB LOT 19	1509 28TH AVE S	194.40
LCA 1562 70421	BARTON, KELLY 3530 1ST AVE N # 108 SAINT PETERSBURG FL 337138422	25 31 16 50022 000 0080 LA PLAZA LOT 8	1740 19TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70422	ARROYO, DAVID 217 ALEXANDER AVE # 13-J BRONX NY 104543827	25 31 16 50022 000 0130 LA PLAZA LOT 13 LESS ST	1700 19TH ST S	184.38
LCA 1562 70423	THOMAS, MICHAEL H PO BOX 15184 SAINT PETERSBURG FL 337335184	25 31 16 50022 000 0150 LA PLAZA N 40FT OF LOT 15 & S 15FT OF LOT 14	1709 19TH ST S	184.38
LCA 1562 70424	ANDREWS, AQUILLA 12300 NW 18TH PL MIAMI FL 331672133	25 31 16 50022 000 0160 LA PLAZA N 40FT OF LOT 16 & S 5FT OF LOT 15	1717 19TH ST S	184.38
LCA 1562 70425	ERDMANN, ROBERT A TRUST 3910 75TH WAY N APT 6 SAINT PETERSBURG FL 337094348	01 31 16 50274 003 0040 LARRY'S SUB BLK 3, LOT 4	2082 FRANCES CT N	184.38
LCA 1562 70426	BAY TO GULF HOLDINGS LLC 1406 N DALE MABRY HWY STE 300 TAMPA FL 33607	25 30 16 56772 044 0190 MEADOW LAWN 9TH ADD BLK 44, LOT 19	6595 17TH ST N	184.38
LCA 1562 70427	BURROW, MARCUS 1632 BAKER RD LUTZ FL 335593329	34 31 16 59616 000 0060 NAYLOR TERRACE LOT 6	2309 36TH ST S	184.38
LCA 1562 70428	CITIGROUP 399 PARK AVE NEW YORK NY 100224614	36 31 16 63792 008 0020 OHIO PARK BLK 8, LOT 2	2315 21ST ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70429	NOGOL, ELFRIEDE EST 6810 3RD AVE N SAINT PETERSBURG FL 337107606	19 31 16 67752 006 0020 PASADENA VISTA BLK 6, LOT 2	6810 3RD AVE N	224.47
LCA 1562 70430	JONES, KATHLEEN ANN 2010 RUTHERFORD DR DOVER FL 335274933	25 31 16 69264 000 0210 PINE GROVE SUB LOT 21	2129 15TH AVE S	234.49
LCA 1562 70431	BROWN, JUNE 3560 38TH AVE S APT 90 SAINT PETERSBURG FL 337114390	27 31 16 69552 000 0270 PINE LAWN LOT 27	3735 QUEENSBORO AVE S	224.47
LCA 1562 70432	CELTIC ASSOCIATES INC 206 E TENNESSEE AVE SEFFNER FL 335845157	27 31 16 74646 000 0530 RICHARDSON'S, W. E. LOT 53	1537 42ND ST S	184.38
LCA 1562 70433	DOMAIN HOMES INC 5703 S MACDILL AVE TAMPA FL 33611	30 31 17 77400 000 1270 ROYAL POINCIANA LOT 127	559 14TH AVE S	184.38
LCA 1562 70434	30 DAYS REAL ESTATE CORP TRE 15 S NEPTUNE AVE CLEARWATER FL 337653622	25 31 16 79722 000 0440 SEMINOLE HEIGHTS REV SUB S 32.5FT OF LOT 44 & VAC 10FT ALLEY ADJ ON S	1926 21ST ST S	184.38
LCA 1562 70435	UNGR, HYNEK 1825 45TH ST S SAINT PETERSBURG FL 337113039	27 31 16 80385 002 0180 SHADOW LAWN BLK 2, LOT 18	1825 45TH ST S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70436	SAMUSENKO, BOGDAN 1774 BAYOU GRANDE BLVD NE SAINT PETERSBURG FL 337031902	33 30 17 81274 008 0040 SHORE ACRES EDGEWATER SEC BLK 8, PT OF LOT 4 DESC AS BEG AT MOST SW'LY COR OF LOT 4 TH NW'LY ALG W LOT	1774 BAYOU GRANDE BLVD NE	184.38
LCA 1562 70437	THOMPSON ENTERPRISES INC 8624 RIDGE RD SEMINOLE FL 337723527	25 31 16 83142 000 0060 SMITH'S, S.V. REVISED LOTS 6 & 7	740 21ST ST S	184.38
LCA 1562 70438	TRUST NO 5525 11125 PARK BLVD STE 104-157 SEMINOLE FL 337724757	21 31 16 85518 004 0130 STONEMONT SUB REV BLK D, LOT 13	5525 2ND AVE N	184.38
LCA 1562 70439	HILL, ERIC 2371 NW 132ND ST NO MIAMI BEACH FL 331671348	25 31 16 89766 003 0020 TANHURST SUB BLK C, LOT 2	1710 20TH ST S	184.38
LCA 1562 70440	SNYDER, GLENN C 3330 BRIAN RD N PALM HARBOR FL 346852103	27 31 16 90954 000 0090 TIGUES SUB NO. 2 LOT 9	3456 14TH AVE S	214.45
LCA 1562 70441	GENERAL HOME DEVELOPMENT CORP 215 49TH ST S SAINT PETERSBURG FL 337071925	28 31 16 94248 012 0070 VINSETTA PARK ADD REV BLK 12, LOT 7	4834 10TH AVE S	184.38
LCA 1562 70442	TAX CERTIFICATE REDEMPTIONS IN 925 ARTHUR GODFREY RD STE 102 MIAMI BCH FL 331403337	26 31 16 97560 000 0690 WILDWOOD SUB LOT 69	2720 13TH AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1562 70443	KELLER, TERESA M 1590 79TH AVE N SAINT PETERSBURG FL 337024039	25 30 16 98424 009 0260 WINSTON PARK UNIT 2 BLK 9, LOT 26	1590 79TH AVE N	194.40

TOTAL NUMBER OF ASSESSMENTS: 36

TOTAL ASSESSMENT AMOUNT: 6,988.46

ST. PETERSBURG CITY COUNCIL

MEETING OF: April 21, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) **LCA 1563**

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

LCA:	**1563**
NUMBER OF STRUCTURES:	**29**
ASSESSABLE AMOUNT:	**$5,597.59**

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **$5,597.59** 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
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1563 70444	GROSSMAN, JENNIFER NICOLE 13225 108TH AVE LARGO FL 337744646	27 31 16 01746 000 0010 AUSTIN'S SUB LOT 1	3851 15TH AVE S	184.38
LCA 1563 70445	SUNCOAST LAND TRUST # 4649 13014 N DALE MABRY # 336 TAMPA FL 336182808	28 31 16 02034 000 0210 BACK BAY HOMES LOT 21	4649 QUEENSBORO AVE S	184.38
LCA 1563 70446	LARKIN, PETER G 25 PERRY LN WEST DENNIS MA 026702114	27 31 16 09576 002 0060 BOCA CEIGA HEIGHTS BLK B, LOT 6	1840 43RD ST S	184.38
LCA 1563 70447	CHRISWELL, MARGARET 11120 7TH ST E ST PETE BEACH FL 337063026	27 31 16 09576 002 0210 BOCA CEIGA HEIGHTS BLK B, LOT 21	1919 42ND ST S	224.47
LCA 1563 70448	BENSON, ROGER C 2158 BLOSSOM WAY S SAINT PETERSBURG FL 337126016	27 31 16 09576 003 0030 BOCA CEIGA HEIGHTS BLK C, LOT 3	1826 42ND ST S	184.38
LCA 1563 70449	L J I PROPERTIES LLC 10396 YOSEMITE LN INDIANAPOLIS IN 462349825	25 31 16 11502 000 0010 BRIGHTWOOD LOT 1	2062 15TH AVE S	184.38
LCA 1563 70450	HUDSON, FREDERIC S EST 33 ROBBIE CIR MILFORD CT 06460	12 32 16 14292 000 0910 CATALINA GARDENS LOT 91	1072 55TH TERR S	184.38

Special Assessments Division
FINAL ASSESSMENT ROLL
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1563 70451	PERRAULT-GOVAN, SANDRA S 7965 CAUSEWAY BLVD N SAINT PETERSBURG FL 33707	24 31 15 14346 003 0090 CAUSEWAY ISLES 1ST ADD BLK 3, LOT 9 & RIP RTS	7965 CAUSEWAY BLVD N	184.38
LCA 1563 70452	TAX CERTIFICATE REDEMPTIONS IN 925 ARTHUR GODFREY RD STE 102 MIAMI BCH FL 331403337	27 31 16 15408 005 0030 CHILDS PARK BLK 5, S 1/2 OF LOT 3	3519 20TH AVE S	184.38
LCA 1563 70453	M TAMPA CORP 14824 N FLORIDA AVE TAMPA FL 336131844	27 31 16 15408 008 0011 CHILDS PARK BLK 8, S 90FT OF LOT 1 LESS S 6.67FT	1925 37TH ST S	184.38
LCA 1563 70454	BANK OF AMERICA N A 314 S FRANKLIN ST TITUSVILLE PA 16354	23 31 16 17442 012 0010 COLONIAL PLACE REV BLK 12, LOT 1	415 25TH ST S	184.38
LCA 1563 70455	RUSSO, PHILIP J 4401 1ST WAY NE SAINT PETERSBURG FL 337034921	05 31 17 19260 001 0140 CRISP MANOR BLK 1, LOT 14(SEE S06 MAP)	4401 1ST WAY NE	184.38
LCA 1563 70456	LECLAIR, RAYMOND 710 40TH AVE N SAINT PETERSBURG FL 337035908	06 31 17 20160 002 0230 CURN'S, W. J. SUB BLK 2, E 20FT OF LOT 22 & W 30FT OF LOT 23	446 39TH AVE N	184.38
LCA 1563 70457	WILSON, ERMA 4436 EMERSON AVE S SAINT PETERSBURG FL 337111547	23 31 16 24138 012 0140 EAST ROSELAWN BLK 12, LOT 14	2835 FAIRFIELD AVE S	184.38

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1563 70458	DE SOUZA, CARLOS JR 3611 BLOSSOMCOUNTRY TRL PLANT CITY FL 335671819	12 31 16 27972 000 0300 FLAGG & MORRIS SUB LOT 30	3035 20TH ST N	184.38
LCA 1563 70459	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	184.38
LCA 1563 70460	G H D OF PINELLAS INC 215 49TH ST S SAINT PETERSBURG FL 337071925	26 31 16 32724 004 0170 GRAND CENTRAL SUB NO 1 BLK 4, LOT 17	1226 33RD ST S	214.45
LCA 1563 70461	HART, PAULA 16545 NE 141ST TER FORT MC COY FL 321347423	17 31 16 35424 002 0120 HAMPTON DEVELOPMENT BLK 2, LOT 12 LESS ST	1717 TYRONE BLVD N	184.38
LCA 1563 70462	DESGRAVES, EDDY 5922 SKIMMER POINT BLVD SAINT PETERSBURG FL 337073938	27 31 16 57762 000 0030 MIDWAY-HOMESITE LOT 3	1118 43RD ST S	184.38
LCA 1563 70463	MC MINN, PATRICIA E EST 1137 55TH AVE N SAINT PETERSBURG FL 337032130	36 30 16 60696 009 0110 NORTH EUCLID EXTENSION NO. 1 BLK 9, LOT 11	1137 55TH AVE N	184.38
LCA 1563 70464	EUROPA-TRANS LLC 141 FERNERY RD UNIT D5 LAKELAND FL 338093518	27 31 16 69552 000 0660 PINE LAWN LOT 66 LESS N 10FT FOR RD R/W & PT OF LOTS 63, 64 & 65 DESC BEG SW COR OF LOT	3830 16TH AVE S	224.47

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1563 70465	WILLIAMS, GERALDINE EST 3475 QUEENSBORO AVE S SAINT PETERSBURG FL 337112848	27 31 16 75402 000 0600 RIDGEWOOD TERRACE LOT 60	3475 QUEENSBORO AVE S	184.38
LCA 1563 70466	STEPHEN, TERESA A 2237 OAKDALE AVE LORAIN OH 440524924	30 30 17 75672 029 0200 RIO VISTA SEC 6 BLK 29, LOT 20	116 85TH AVE N	184.38
LCA 1563 70467	MERCADO, JOSE W PO BOX 1220 SAN GERMAN PR 00683	01 31 16 76716 004 0270 ROSEDALE SUB REPLAT BLK D, LOT 27	4918 19TH ST N	184.38
LCA 1563 70468	MARSHLACK, DEAN GARRETT 3800 MAPLE ST NE SAINT PETERSBURG FL 337035931	05 31 17 83754 036 0230 SNELL SHORES UNIT 1 BLK 36, E 68FT OF LOTS 23 AND 24	3800 MAPLE ST NE	184.38
LCA 1563 70469	NOORANI, AKBAR 160 STATON CIR OLDSMAR FL 34677	25 31 16 89604 000 0090 TANGERINE CENTRAL LOT 9	2155 17TH AVE S	224.47
LCA 1563 70470	LIPPMANN, WILLIAM 4852 MIRAMAR DR SAINT PETERSBURG FL 33708	21 31 16 96588 001 0150 WESTMINSTER PLACE BLK 1, LOT 15	5211 2ND AVE S	184.38
LCA 1563 70471	HICKS, MARVIN G 4698 22ND AVE S SAINT PETERSBURG FL 337112924	33 31 16 96714 001 0190 WEST SHADOW LAWN BLK A, LOTS 19 & 20	4698 22ND AVE S	284.61

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1563 70472	TURNER, OLICIA 2017 GLEN FORGE ST BRANDON FL 335112109	26 31 16 97560 000 0300 WILDWOOD SUB LOT 30	1440 27TH ST S	184.38

TOTAL NUMBER OF ASSESSMENTS: 29

TOTAL ASSESSMENT AMOUNT: 5,597.59

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NOS. 1562 AND 1563; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing Nos. 1562 and 1563 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing Nos. 1562 and 1563 are approved; and

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: April 21, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number **SEC 1210**

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:	**1210**
NUMBER OF STRUCTURES	**10**
ASSESSABLE AMOUNT:	**$2,235.56**

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 **$2,235.56** 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
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1210 07538	EVANS, DORIS PO BOX 21291 SAINT PETERSBURG FL 337421291	26 31 16 00432 003 0060 ALLEN-GAY SUB BLK C, LOT 6	3042 20TH AVE S	233.53
SEC 1210 07539	MENDOZA, GABY VASQUEZ 15501 BRUCE B DOWNS BLVD APT 9 TAMPA FL 336471305	25 31 16 17694 000 0190 COLUMBIA HEIGHTS NO. 3 LOT 19 & E 1/2 OF LOT 18	1501 11TH AVE S	319.85
SEC 1210 07540	HIGHPOINT CAPITAL INVESTMENTS 850 19TH AVE N SAINT PETERSBURG FL 337044244	18 31 17 24282 000 0310 EATON'S, W.T. EUCLID BLVD LOT 31 & W 1/2 OF LOT 32	850 19TH AVE N	359.35
SEC 1210 07541	SCHWARZE, THOMAS W EST 4448 3RD AVE S SAINT PETERSBURG FL 337111131	21 31 16 35244 024 0070 HALL'S CENTRAL AVE NO. 3 BLK 24, LOT 7 SEE S 1/2 22-31-16	4448 3RD AVE S	136.85
SEC 1210 07542	P J R INVESTMENT HOLDINGS INC 31 54TH ST N SAINT PETERSBURG FL 33710	31 31 17 36684 000 1240 HARBORDALE SUB LOT 124	675 WEST HARBOR DR S	91.88
SEC 1210 07543	BLANKENSHIP, MARGARET 2467 39TH AVE N SAINT PETERSBURG FL 337144017	02 31 16 53388 002 0180 LYNNDALE SUB BLK 2, LOT 18	2467 39TH AVE N	156.17
SEC 1210 07544	RUTH, WILLIAM C EST 2412 DESOTO WAY S SAINT PETERSBURG FL 33712	26 31 16 57006 000 0060 MEDLEY GARDENS LOT 6	1542 28TH ST S	421.53

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1210 07545	MILLER, ALVESTER EST 313 18TH AVE S SAINT PETERSBURG FL 337052738	25 31 16 64728 000 0230 ORANGEWOOD LOT 23	1042 15TH AVE S	141.17
SEC 1210 07546	SHAH ST PETERSBURG HOLDINGS LL 9854 84TH ST SEMINOLE FL 337771916	25 31 16 84726 000 0230 SPEAR'S SUB C.E. LOTS 23 & 24	1253 22ND AVE S	223.35
SEC 1210 07547	BRYANT, LARRY W 1990 66TH AVE S SAINT PETERSBURG FL 337125955	12 32 16 95706 009 0010 WEDGEWOOD PARK 6TH ADD BLK 9, LOT 1	1990 66TH AVE S	151.88

TOTAL NUMBER OF ASSESSMENTS: 10

TOTAL ASSESSMENT AMOUNT: 2,235.56

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1210 ("SEC 1210") 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. 1210 ("SEC 1210"); 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 April 21, 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. 1210 ("SEC 1210") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: April 21, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number **DMO 436**

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:	**436**
NUMBER OF STRUCTURES:	**8**
ASSESSABLE AMOUNT:	**$101,082.36**

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 **$101,082.36** 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
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0436 03170	JODY JIM LLC 1421 8TH ST N SAINT PETERSBURG FL 337043331	13 31 16 02916 003 0010 BARTLETT'S ORANGE PARK BLK 3, W 45FT OF LOTS 1 AND 2	1014 12TH AVE N	1,075.77
DMO 0436 03171	MARTI, LUIS 311 72ND ST NORTH BERGEN NJ 070475619	13 31 16 10062 000 1010 BON AIR E 40FT OF LOTS 101 AND 102	1407 7TH AVE N	15,973.74
DMO 0436 03172	FOX FUND 6A 170 THE DONWAY W STE 14061 TORONTO ON CN M3C2E8	30 31 17 12708 000 0540 BUENA VISTA LOT 54	836 14TH AVE S	14,696.22
DMO 0436 03173	USA FED NATL MTG ASSN 950 E PACES FERRY RD STE 1900 ATLANTA GA 303261384	25 31 16 33786 000 0240 GROVE HEIGHTS ANNEX LOT 24	1346 8TH AVE S	926.69
DMO 0436 03174	BAKER, DOROTHY 4300 NE 173RD CT SILVER SPRINGS FL 344884778	27 31 16 52164 000 0200 LINNWOOD PARK LOT 20	1625 39TH ST S	17,733.72
DMO 0436 03175	CLARK, DAVID 1001 E CARACAS ST TAMPA FL 336032311	27 31 16 75402 000 1830 RIDGEWOOD TERRACE LOT 183	3632 15TH AVE S	14,062.55
DMO 0436 03176	BRIDEGO INVEST CORP 1201 N ORANGE ST SUITE 7190 WILMINGTON DE 198011155	23 31 16 76613 001 0011 ROOSEVELT PARK BEAUPRE RE BLK 1, E 45FT OF LOT 1	3321 5TH AVE S	25,876.22

Special Assessments Division
FINAL ASSESSMENT ROLL
4-21-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0436 03177	CABEZA, ANNEROSE A 6649 31ST TER N SAINT PETERSBURG FL 337103109	07 31 16 90162 000 0130 TERESA GARDENS LOT 13	6649 31ST TERR N	10,737.45

TOTAL NUMBER OF ASSESSMENTS: 8

TOTAL ASSESSMENT AMOUNT: 101,082.36

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 436 ("DMO NO. 436") 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. 436 ("DMO No. 436"); 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 April 21, 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. 436 ("DMO No. 436") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Meeting of April 21, 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 215-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 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.

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.

City Council Action: On February 18, 2016 the City Council conducted the first reading of the attached proposed ordinance, and after a staff presentation voted unanimously to *continue* the public hearing to March 17, 2016.

While signatures from the Diocese of St. Petersburg, owner of the 12 acre Residential Property and DSSA, LLC, the proposed developer of the Residential Property, were received prior to the public hearing, the hearing was continued because City staff brought forward some revised and *last minute* Development Agreement language requested by HCA (Hospital Corporation of America) representatives. HCA owns the estimated six acres of land located on the east side of 66th Street North, referred to as the Commercial Property. City Council members and the neighborhood associations were unaware of this last minute request. The amended language was strongly rejected by City Council.

City Council Action: On March 17, 2016 the City Council again voted unanimously to *continue* the public hearing to April 21st, due to the fact that a signature had not been received from HCA.

Recommended City Council Action: 1) CONDUCT the second public hearing for the attached proposed ordinance; AND 2) ADOPT the ordinance only if HCA has signed the Second Amendment to the Development Agreement. *City Administration will request another continuance (to May 19th) if a signature from HCA has not been received.*

Attachments:

- ✓ CPPC Staff Report (with Subject Area Aerial and Concept Plans) and Minutes
- ✓ Proposed Ordinance
- ✓ Second Amendment to the Development Agreement (with Exhibits A through G)

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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 *or professional office uses* (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)	
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.	

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)

SUBJECT AREA

ARCHITECTURAL CONCEPTS

GARRETT WALSH

PROPOSED:

BEACHSIDE VILLAGE

A RETIREMENT CONTINUUM

DO NOT SCALE PRINTS

PUBLICATION	DATE
CONCEPT	
SCHEMATIC DESIGN	
PRELIMINARY DESIGN	
DESIGN DEVELOPMENT	
PERMIT SET	
BID SET	
FOR CONSTRUCTION	
REVISIONS	

PLOT DATE:

FILE LOCATION:

SHEET DESCRIPTION:

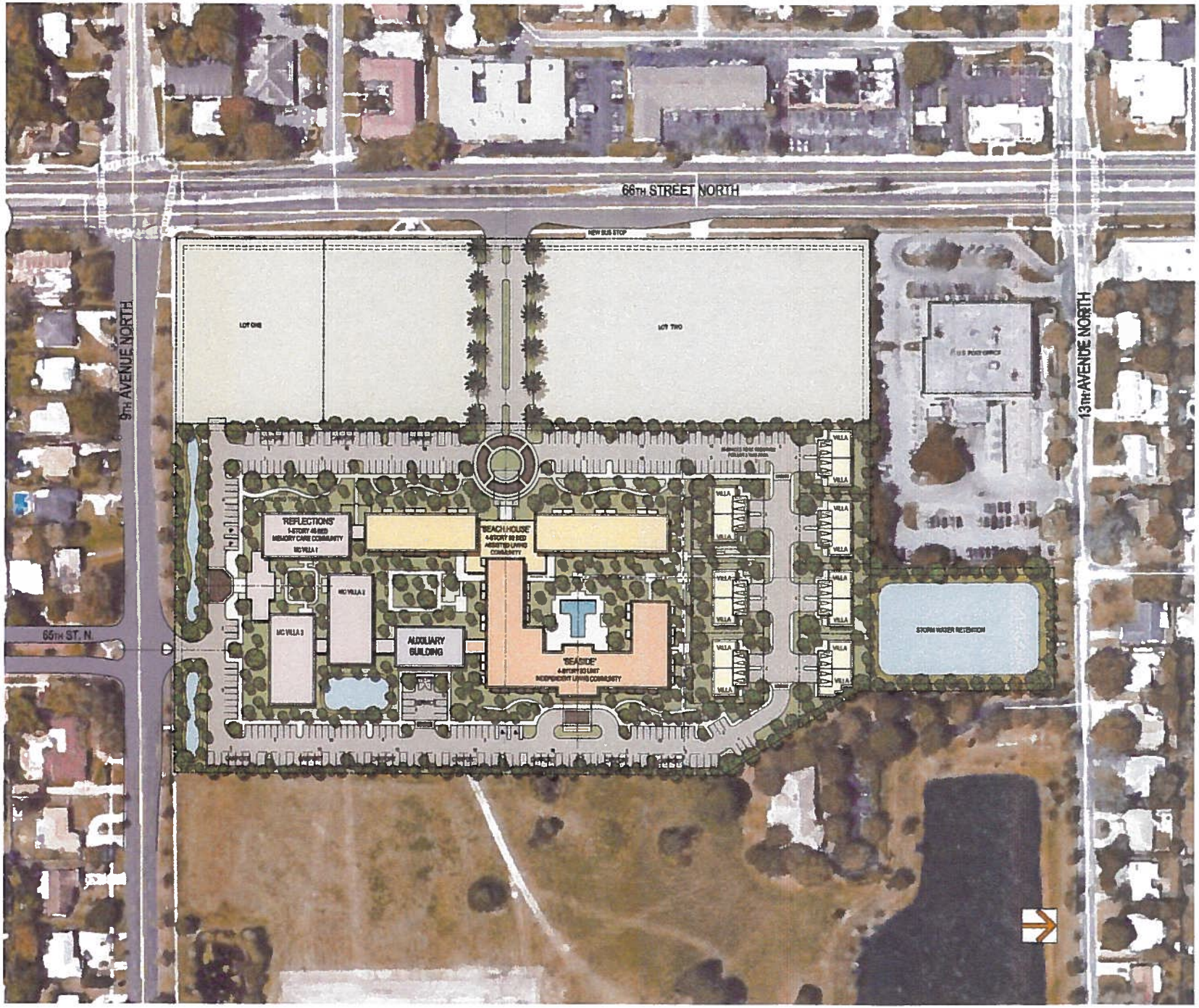
CONCEPTUAL SITE PLAN

PROJECT NO.

SCALE: 1" = 50'

DRAWING NO.

A1.1



ARCHITECTURAL CONCEPTS

EMMETT WALSH

PROPOSED:

BEACHSIDE VILLAGE

A RETIREMENT CONTINUUM

DO NOT SCALE PRINTS

PUBLICATION	DATE
CONCEPT	
SCHEMATIC DESIGN	
PRELIMINARY SCHEME	
SCHEME DEVELOPMENT	
PERMIT SET	
BID SET	
FOR CONSTRUCTION	
REVISIONS	

PLOT DATE:

FILE LOCATION:

SHEET DESCRIPTION:

ALTERNATE CONCEPTUAL SITE PLAN

PROJECT NO.

SCALE:

DRAWING NO.

A1.1A

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CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
January 12, 2016

Approved as written 2/9/16

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% bed 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 ~~strikethrough~~ 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 ~~strikethrough~~ 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 ~~strikethrough~~ 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 ~~strikethrough~~ 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: FRANK V. MURPHY
As its: SECRETARY OF ADMINISTRATION

WITNESSES:
Sign: Lisa May
Print: Lisa May
Sign: _____
Print: ROBERT B. HUTCHINSON

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: BO PUSS
As its: PARTNER

WITNESSES:
Sign: Benita Peacock
Print: BENITA PEACOCK
Sign: _____

Print: CHRISTIE YORK

CITY:
CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
As its: _____

ATTEST: _____
City Clerk

WITNESSES:
Sign: _____
Print: _____
Sign: _____
Print: _____

ACKNOWLEDGEMENT - OWNER OF THE RESIDENTIAL PROPERTY

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 18th day of Feb, 2014, by Frank V. Murphy, 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 Personally Known as identification.

(SEAL)

KATHLEEN M. FIXTER
MY COMMISSION # FF 097254
EXPIRES: April 15, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Sign: Kathleen M. Fixter
Print: Kathleen M. Fixter
Notary Public, State of Florida

My commission expires: 4-15-18

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.

(SEAL)

NOTARY PUBLIC

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 18th day of ~~January~~ FEBRUARY, 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)

MELISSA A. PRICE
MY COMMISSION # FF128024
EXPIRES: June 22, 2018

NOTARY PUBLIC

Sign: Melissa A. Price
Print: MELISSA A. PRICE
Notary Public, State of FLORIDA

My commission expires: June 22, 2018

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

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2010221015 08/05/2010 at 02:40 PM
OFF REC BK: 16994 PG: 385-405
DocType:GOV RECORDING: $180.00

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

Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Amelia Preston

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: _____

As Its: Mayor

19th day of July, 2010

Approved as to form and content

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. Fixter
print Kathleen M. Fixter

By: Elizabeth M. Deptula
print Elizabeth M. Deptula
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
print LINDA [illegible]

By: William H. Howell
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 Deptula 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.

JOAN G. MORGAN
MY COMMISSION # DD 699292
EXPIRES: September 9, 2011
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC:

sign Joan G. Morgan
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.

LINDA L. BARTLEY
MY COMMISSION # DD 614546
EXPIRES: November 16, 2010
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC:

sign _____

print LINDA L. BARTLEY

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 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 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 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 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 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"

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:

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

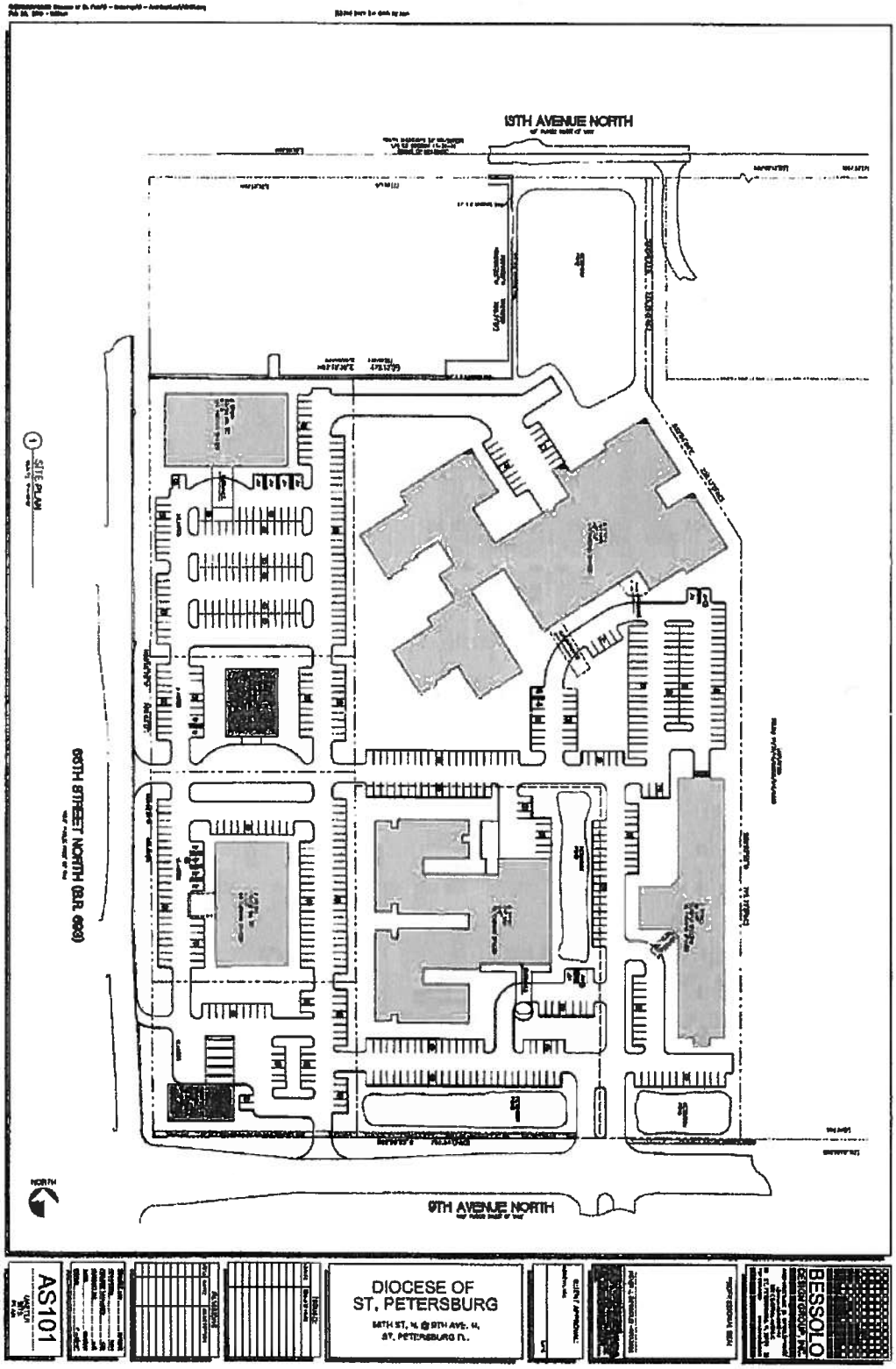
SITE PLAN
NORTH
AS101
DIOCESE OF
ST. PETERSBURG
BESSOLO

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

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2012330926 11/14/2012 at 10:03 AM
OFF REC BK: 17783 PG: 363-396
DocType:GOV RECORDING: $290.50

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: _____
Print: Elizabeth M Deptula
As its: _____

WITNESSES:
Sign: _____
Print: Joseph A DiVito
Sign: _____
Print: Darren Azzell

DEVELOPER:
HEARTLAND COMMUNITIES, LLC

By: _____
Print: Stuart D. Mills
As its: Managing Member

WITNESSES:
Sign: _____
Print: G. Thomas Usher
Sign: _____
Print: Donna L. Weber

CITY:
CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: Tish Elston
As its: City Administrator

ATTEST: _____
City Clerk

WITNESSES:
Sign: _____
Print: Amelia Preston
Sign: _____
Print: Patricia Beneby

ACKNOWLEDGMENT - OWNER

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of July, 2012, by Elizabeth M Deptula, 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)

ANGELICA V. TOLEDIAS
Notary Public - State of Florida
My Comm. Expires Mar 11, 2016
Commission # EE 146518

NOTARY PUBLIC

Sign: Angelica V. Toledias
Print: ANGELICA V. TOLEDIAS
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. Milk, in his/her capacity as Managing Member of Heartland Communities, LLC., who is personally known to me or who has produced _____ as identification.

(SEAL)

DONNA L. WEBER
MY COMMISSION # EE 004053
EXPIRES: October 25, 2014
Bonded Thru Notary Public Underwriters

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 Patricia 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)

CATHY E. DAVIS
Commission # DD 846440
Expires March 12, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

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: _____
Assistant City Attorney

City Attorney (or designee)
By: _____
Assistant City Attorney

EXHIBIT "A"
DEVELOPMENT AGREEMENT

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2010221015 08/05/2010 at 02:40 PM
OFF REC BK: 16984 PG: 386-406
DocType:GOV RECORDING: $180.00

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

Leslie Curran Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Amelia Preston
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:

CITY CLERK

CITY
CITY OF ST. PETERSBURG, FLORIDA

By:

As Its: Mayor

19th day of July, 2010

Approved as to form and content

By Office of City Attorney

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. Deptula
title Secretary of Administration
date 4/9/10

DEVELOPER

WITNESSES:

CLEAR OCEAN INVESTMENTS II CORPORATION, A FLORIDA CORPORATION

sign Cindy Feeron
print CINDY FEERON
sign [signature]
print LINDA [illegible]

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 DePtula 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.

JOAN G. MORGAN
MY COMMISSION # DD 699292
EXPIRES: September 9, 2011
Bonded Thru Notary Public Underwriters

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.

LINDA L. BARTLEY
MY COMMISSION # DD 614546
EXPIRES: November 16, 2010
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC:

sign _____

print LINDA L. BARTLEY

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 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 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 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 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 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"

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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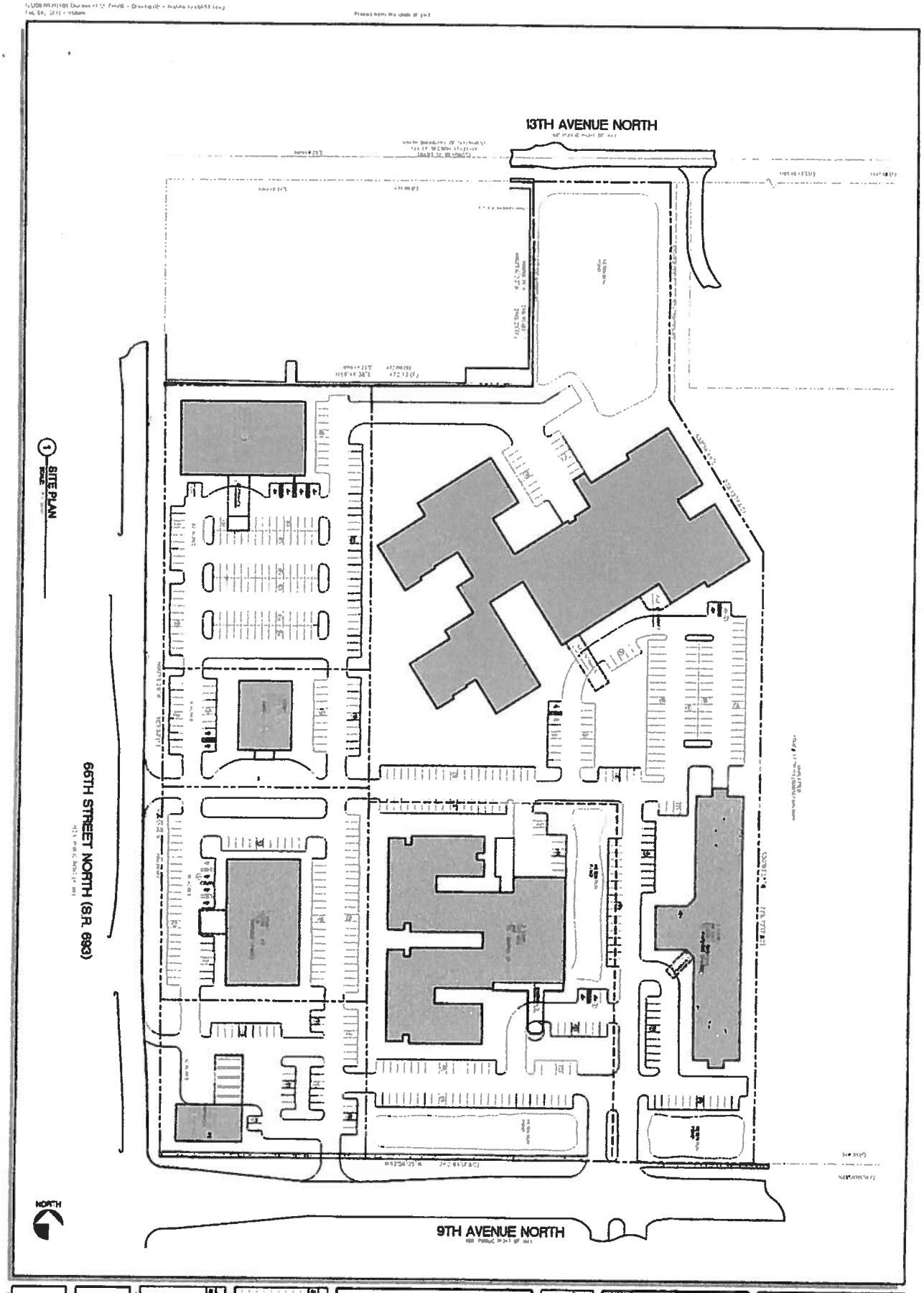
EXHIBIT "F"

SITE PLAN



AS101

MASTER SITE PLAN

DIOCESE OF ST. PETERSBURG

66TH ST. N. @ 9TH AVE. N.
ST. PETERSBURG FL.

CLIENT APPROVAL

BESSOLO

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:

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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:

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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:

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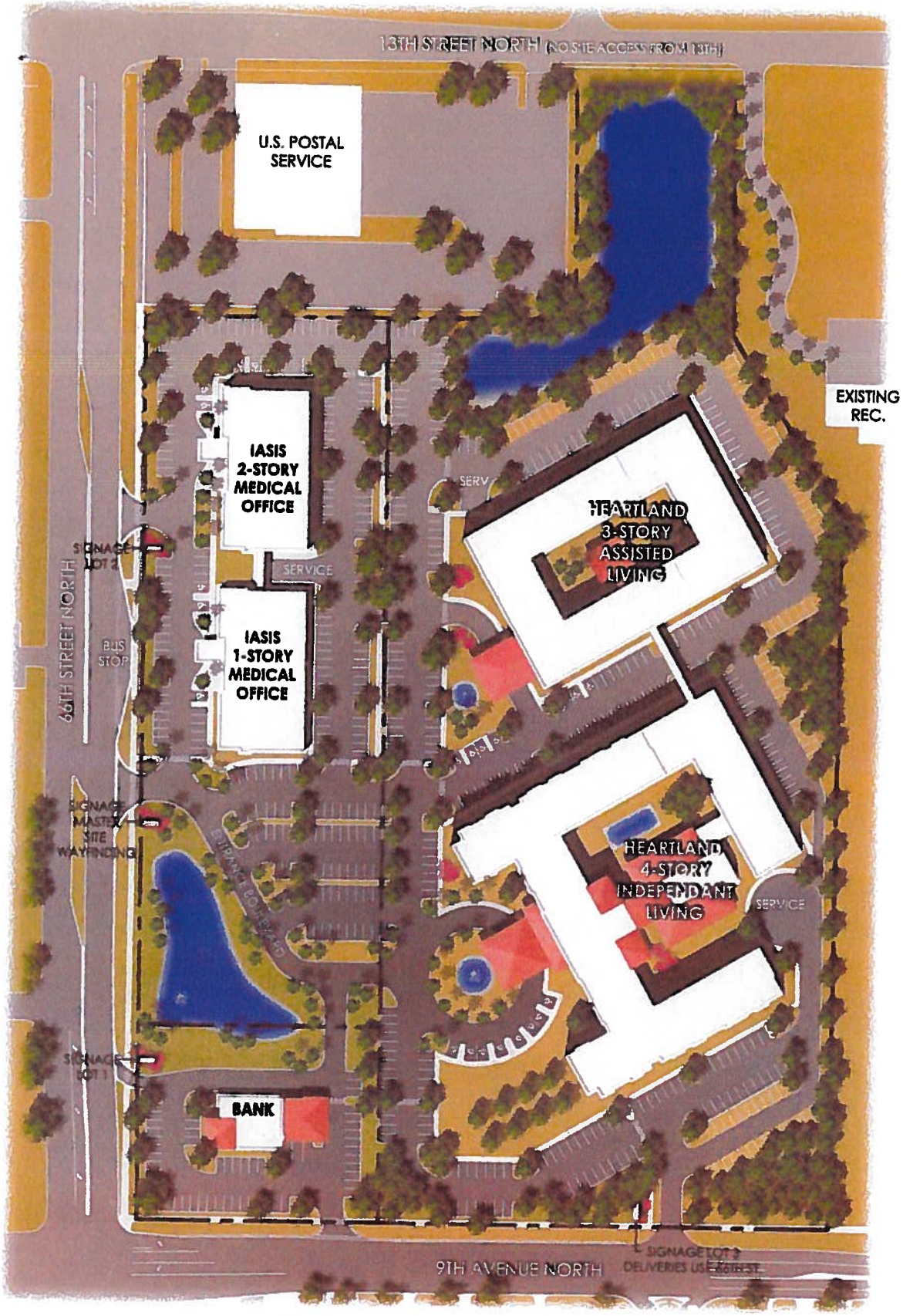
SAID PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.

TOTAL SAID PARCELS CONTAIN 5.96 ACRES, MORE OR LESS.

EXHIBIT "E"
CONCEPTUAL SITE PLAN



IASIS HEALTHCARE

PALMS OF PASADENA Hospital

Heartland

MASTER DEVELOPMENT PLAN - MEDICAL OFFICE & ASSISTED LIVING

ST. PETERSBURG, FLORIDA 11.09.11

PERKINS + WILL outside in

EXHIBIT "F"
CONCEPTUAL SITE PLAN

ARCHITECTURAL CONCEPTS

EMMETT WALSH

PROPOSED:

BEACHSIDE VILLAGE

A RETIREMENT CONTINUUM

9TH AVENUE & 66TH STREET
SAINT PETERSBURG FL

DO NOT SCALE PRINTS

PUBLICATION	DATE
CONCEPT:	
SCHEMATIC DESIGN:	
PRELIMINARY DESIGN	
DESIGN DEVELOPMENT	
PERMIT SET 1	
BID SET:	
FOR CONSTRUCTION:	
REVISIONS:	

PLOT DATE:

FILE LOCATION:

SHEET DESCRIPTION:

CONCEPTUAL SITE PLAN

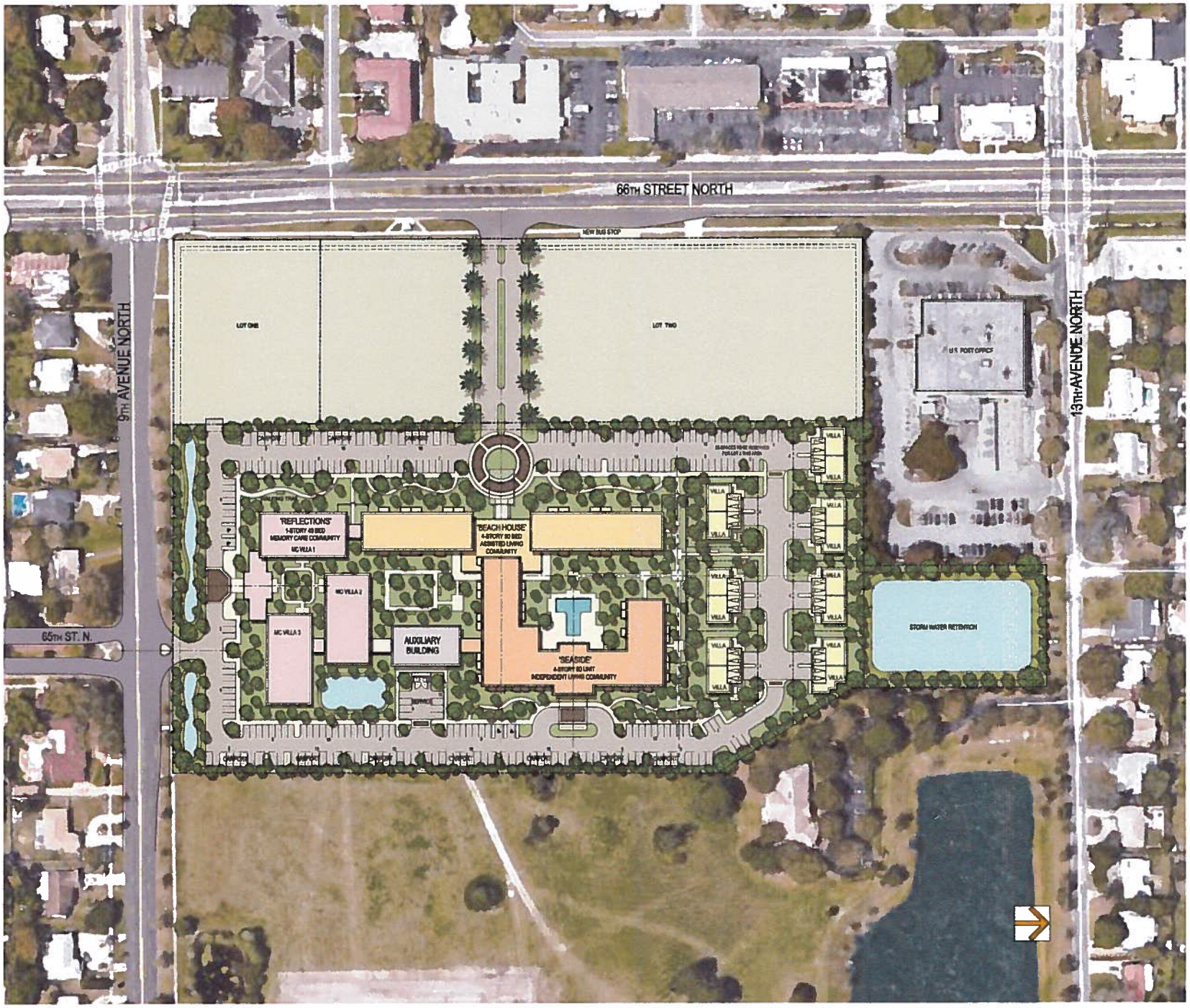
PROJECT NO.

SCALE: 1" = 50'

DRAWING NO.

A1.1

EXHIBIT "G"
ALTERNATIVE CONCEPTUAL SITE PLAN



ARCHITECTURAL CONCEPTS

EMMETT WALSH

PROPOSED:

BEACHSIDE VILLAGE

A RETIREMENT CONTINUUM

9TH AVENUE & 66TH STREET
SAINT PETERSBURG FL

DO NOT SCALE PRINTS

PUBLICATION	DATE
CONCEPT	
SCHEMATIC DESIGN	
PRELIMINARY DESIGN	
DESIGN DEVELOPMENT	
PERMIT SET	
BID SET:	
FOR CONSTRUCTION	
REVISIONS	

PLOT DATE:

FILE LOCATION:

SHEET DESCRIPTION:

ALTERNATE CONCEPTUAL SITE PLAN

PROJECT NO.

SCALE.

DRAWING NO.

A1.1A

ST. PETERSBURG CITY COUNCIL

Meeting of April 21, 2016

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

SUBJECT: **City File LDR-2016-01:** Private-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") pertaining to NPUD (Neighborhood Planned Unit Development).

REQUEST: *First reading* and *first public hearing* of the attached ordinance amending the St. Petersburg City Code, Chapter 16, LDRs, to create a new zoning category – NPUD-3 (Neighborhood Planned Unit Development).

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

On February 3, 2016, the DRC reviewed the proposed amendments and voted unanimously to make a finding of consistency with the City's Comprehensive Plan.

City Council:

On March 3, 2016, the application was scheduled for a first reading and first public hearing with the City Council. Before opening the public hearing, City Council rescheduled the item to April 21. The action was conditioned upon City Staff conducting a public information meeting, which was requested by representatives from several neighborhood associations in south St. Petersburg.

Citizen Input:

A public information meeting was held on Monday, April 4, at the Lake Vista Recreation Center. The meeting was noticed through the Council of Neighborhood Associations ("CONA"), including direct email notice to the registered contacts for the following neighborhood associations: Bahama Shores; Broadwater; Greater Pinellas Point; and Lakewood Estates. Six (6) individuals attended the meeting including the applicant and his agent, the Presidents for Greater Pinellas Point and Broadwater Neighborhoods, and two (2) City Council members. Further, the item was previously discussed at the CONA meeting on Wednesday, March 16.

Recommended City Council Action:

1. CONDUCT the first reading and first public hearing of the proposed ordinance; and
2. SET the second reading and adoption public hearing for May 5, 2016.

Attachments: Ordinance
DRC Staff Report
Housing Affordability Impact Statement

ORDINANCE _____-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; CREATING THE NEIGHBORHOOD PLANNED UNIT DEVELOPMENT-3 (NPUD-3), ZONING DISTRICT; PROVIDING FOR MINIMUM LOT SIZE, MAXIMUM INTENSITY, AND BUILDING SETBACKS; PROVIDING FOR INCLUSION OF THE NPUD-3 DESIGNATION IN THE ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES MATRIX AND THE USE PERMISSIONS, PARKING REQUIREMENTS AND ZONING MATRIX; AND PROVIDING AN EFFECTIVE DATE.

Section 1. Section 16.10.010.1.B of the St. Petersburg City Code pertaining to the establishment of zoning districts is hereby amended to read as follows:

B. Neighborhood suburban districts.

1. NS-1: Neighborhood Suburban Single-Family.
2. NS-2: Neighborhood Suburban Single-Family.
3. NSM-1: Neighborhood Suburban Multifamily.
4. NSM-2: Neighborhood Suburban Multifamily
5. NSE: Neighborhood Suburban Estate.
6. NMH: Neighborhood Suburban Mobile Home.
7. NPUD-1: Neighborhood Planned Unit Development.
8. NPUD-2: Neighborhood Planned Unit Development.
9. NPUD-3: Neighborhood Planned Unit Development

Section 2. The column headings titled, "NPUD-1: Neighborhood Planned Unit Development" within the *Use Permissions and Parking Requirements Matrix and Zoning Matrix* in Section 16.10.020.1 of the St. Petersburg City Code, is hereby amended to read as follows:

NPUD-1 + NPUD-3: Neighborhood Planned Unit Development

Section 3. Section 16.10.020.2 of the St. Petersburg City Code pertaining to zoning districts and compatible future land use categories, is hereby amended to add the following:

NPUD-3	5 / 0.30 FAR	Residential Low (RL)	5/0.40 FAR

Section 4. Section 16.10.050 of the St. Petersburg City Code pertaining to Neighborhood Planned Unit Development (NPUD) is hereby amended to read as follows:

SECTION 16.20.050. - NEIGHBORHOOD PLANNED UNIT DEVELOPMENT DISTRICTS (NPUD)

16.20.050.1. - Composition of neighborhood planned unit developments.

The NPUD district allows a variety of residential housing types, within a relatively small area, using imaginative design and avoiding monotonous repetition of pattern. Development within this district is often concentrated, preserving as much of the natural open space as possible.

(Code 1992, § 16.20.050.1)

16.20.050.2. - Purpose and intent.

The purpose of the NPUD district regulations is to allow for a variety of housing types, while preserving as much of the open space as possible through imaginative design.

(Code 1992, § 16.20.050.2)

16.20.050.3. - Permitted uses.

Uses in these districts shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements.

(Code 1992, § 16.20.050.3)

16.20.050.4. - Introduction to NPUD districts.

The NPUD districts are the NPUD-1, ~~and the~~ NPUD-2 and NPUD-3 districts.

16.20.050.4.1. NPUD-1 Neighborhood Planned Unit Development-1.

This district allows multifamily structures.

16.20.050.4.2. NPUD-2 Neighborhood Planned Unit Development-2.

This district allows multifamily structures.

(Code 1992, § 16.20.050.4.2)

16.20.050.4.3. NPUD-3 Neighborhood Planned Unit Development-3.

This district allows multifamily structures.

16.20.050.5. - Requirements for neighborhood planned unit developments.

A. A neighborhood planned unit development shall require approval of a master development plan. The master development plan shall meet the substantive requirements and conditions of, and shall be approved, as provided in the use specific standards.

B. The majority of land in the City consists of smaller lots which are already developed. Large parcels of land available for redevelopment are uncommon and land assembly can be difficult. The development standards of this chapter have been designed to address the predominant lot pattern of the City. However, in an instance where a larger tract of land is available, deviation from certain development standards, such as individual lot areas and internal building setbacks, may be appropriate.

C. The criteria set forth in the use specific standards are intended to allow for consideration of alternative plans that comply with the development standards set forth in the respective district.

(Code 1992, § 16.20.050.5)

16.20.050.6. - Development potential.

Development potential is slightly different within the districts to respect the character of the neighborhoods. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, and building setbacks.

Minimum Lot Area, Maximum Density And Maximum Intensity

		NPUD-1	NPUD-2	NPUD-3
Minimum lot area (acres)		1	1	1
Maximum residential density (units per acre)	Residential density	7.5	10	5.0
	Workforce housing density bonus	6	6	6
Maximum nonresidential intensity (floor area ratio)	Nonresidential intensity	0.30	0.30	0.30
	Workforce housing intensity bonus	0.2	0.2	0.2
Maximum impervious surface (site area ratio)		0.60	0.60	0.6
Minimum common open space (percent)		5.0	5.0	5.0

Workforce housing density and intensity bonus: All units associated with this bonus shall be utilized in the creation of workforce housing units as prescribed in the City's workforce housing program and shall meet all requirements of the program. Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface. For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).

(Code 1992, § 16.20.050.6; Ord. No. 166-H, § 3, 5-21-2015)

16.20.050.7. - Building envelope: Maximum height and minimum setbacks.

Maximum Building Height (All districts)

Building Height	Beginning of Roofline	Top of Roof Peak
All buildings	36 ft.	48 ft.
Refer to technical standards regarding measurement of building height.		

Minimum Building Setbacks (All Districts)

~~Building Setbacks~~		~~NPUD-1~~	
Building Setbacks		If building height is up to 36 ft.	If building height is over 48 ft.
Standards for the exterior perimeter buildings of a planned unit development	Yards adjacent to streets	Perimeter buildings shall meet the predominant front building setback of the abutting properties (not in the development).	
	Interior yards	7.5 ft.	15 ft.
	Waterfront yards	20 ft.	20 ft.

(Code 1992, § 16.20.050.7; Ord. No. 893-G, § 18, 9-4-2008)

16.20.050.8. - Building design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian. For a more complete introduction, see section 16.10.010.

Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

Building and parking layout and orientation.

1. Planned unit developments shall relate to the development of the surrounding properties. This means that for the perimeter of the development there shall be no internally oriented buildings where rear yards, and rear facades face toward a street or the front façade of a building not in the development.
2. All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.
3. Parking, detention and retention ponds, drainage ditches and accessory structures shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

Building and architectural design standards. All buildings should present an inviting, human scale facade to the streets, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest.

Building style.

1. New construction shall utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.
2. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.

(Code 1992, § 16.20.050.8; Ord. No. 1029-G, § 18, 9-8-2011)

Section 5. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and <u>underlined</u> language is language to be added to

the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 6. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 7. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)

PUBLIC HEARING

st.petersburg
www.stpete.org

Staff Report to the St. Petersburg Development Review Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on Wednesday February 3, 2016
at 2:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File #LDR 2016-01

APPLICANT:

Real Estate Investment & Asset Services Inc.
375 East Central Avenue
Winter Haven, Florida 33880

AGENT:

Craig A. Taraszki, Esq.
Johnson Pope Bokor Ruppel & Burns, LLP
333 Third Avenue North, Suite 200
St. Petersburg, Florida 33701

AUTHORITY:

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

RECOMMENDATION:

Staff recommends that the DRC, in its capacity as the LDRC, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the City Code, Chapter 16 LDR text amendments described herein.

REQUEST:

The applicant is requesting amendment to the City's LDRs to create a new zoning category – NPUD-3 (Neighborhood Planned Unit Development). Generally, the term "planned unit development" is used to describe a type of development and regulatory process that allows a developer to meet overall community density and land use goals without the constraints of other multi-family or mixed-use zoning regulations. Specifically, Section 16.20.050.1 of the City's LDRs describes the existing NPUD-1 and NPUD-2 categories as allowing, "...a variety of residential housing types, within a relatively small area, using imaginative design and avoiding monotonous repetition of pattern. Development within this district is often concentrated, preserving as much of the natural open space as possible."

Under the current regulations, NPUD-1 allows up to 7.5 units per acre and NPUD-2 allows up to 10 units per acre. Regarding development standards, a variation in allowable density is the only distinguishing factor between these two (2) categories, which are otherwise identical. Similarly, this application proposes to create a third category known as NPUD-3 that would allow up to 5.0 units per acre but remain otherwise identical to the existing NPUD-1 and NPUD-2 categories.

The purpose of this application is to rectify a discrepancy between permitted development rights on property along Gandy Boulevard that are now expired, current zoning regulations that no longer allow multi-family development, and development restrictions within the Coastal High Hazard Area ("CHHA"). Prior to 2004, a number of properties located along the east end of Gandy Boulevard were located within unincorporated Pinellas County. The Pinellas County zoning for these properties was RPD-5 (Residential Planned Development), which allowed up to five (5) units per acre. Following annexation in 2004, the City of St. Petersburg assigned its own RPD-5 zoning designation, retaining the existing RL (Residential Low) Future Land Use map category and the right to develop property at a maximum density of five (5) units per acre.

Several years following this annexation and assignment of the City's RPD-5 zoning designation, the current NS-2 (Neighborhood Suburban) single-family zoning was assigned in September 2007, following implementation of the City's Vision 2020 Plan, the citywide rezoning and update of the LDRs. Since earlier expectations to develop at a maximum of five (5) units per acre were memorialized through a development agreement or were being realized through active or completed construction, several of these annexed properties were downzoned to single-family residential with little consequence on their overall development plans for multi-family construction. This understanding however was compromised by the financial crisis of 2008 and subsequent recession. In at least one (1) example, a phased construction project was suspended and never completed. Eventually, the authorizing development agreement expired and the development rights on the property were significantly reduced.

In an attempt to find relief for this unique circumstance, City staff first looked at utilization of the existing NPUD-1 and NPUD-2 zoning categories. NPUD-1 allows up to 7.5 units per acre; NPUD-2 allows up to 10 units per acre. Unfortunately, these zoning categories are not compatible with the existing Residential Low Future Land Use map category, which limits development to no more than five (5) units per acre. Since the subject property is located within the CHHA, City staff cannot support a change that results in an increase in density. (*Section 16.10.020.2*) The solution

must come from an alternative proposal that is both compatible with the Residential Low category and does not exceed five (5) units per acre. The proposal to create a new zoning category NPUD-3 that is compatible with the Residential Low plan category is a practical solution and has City staff's preliminary support.

A summary of the applicant's request is as follows:

Section	Description
16.10.010.1	**Establishment of Zoning Districts, Matrices, and Map: Zones** Amend list of zoning categories by adding a reference to NPUD-3.
16.10.020.1	**Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix** Amend column heading by adding a reference to NPUD-3. The list of allowable land use types will be identical to the existing list.
16.10.020.2	**Matrix: Zoning Districts and Compatible Future Land Use Categories** Amend table by adding a row for NPUD-3: • Maximum density shall be five (5) units per acre; • Maximum intensity shall be 0.30 FAR (floor area ratio); • Compatible land use category shall be Residential Low (RL); • Maximum FLUP density, per acre shall be represented as five (5) units per acre and 0.40 FAR.
16.20.050.4	**Introduction to NPUD Districts** Amend the section by adding a descriptive reference for NPUD-3.
16.20.050.6	**Development Potential** Amend the development potential table by adding a column for NPUD-3. Whereas the maximum density shall be set at five (5) units per acre, the minimum lot area, maximum non-residential intensity, maximum impervious surface ratio, and minimum common open space requirements shall remain the same as the existing NPUD-1 and NPUD-2 categories.
16.20.050.7	**Building Envelope: Maximum Height and Minimum Setbacks** Amend the minimum building setbacks table to generically reference NPUD, thereby accommodating the addition of NPUD-3. The minimum building setback requirements shall remain the same as the existing NPUD-1 and NPUD-2 categories.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The applicant's request to amend the LDRs by creating a new NPUD-3 zoning category is consistent with the following Comprehensive Plan objectives and policies:

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

LU3.1: Residential Low (RL) – Allowing low density residential uses not to exceed 5.0 dwelling units per net acre; Residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to floor area ratio of 0.40…[end]

LU3.2 Development shall not exceed the densities and intensities established within this Future Land Use Element except where allowed by the land development regulations.

LU3.3 Each land use plan category shall have a set of different zoning districts that may be permitted within that land use category, and zoning that is not consistent with the plan category shall not be approved. The Land Development Regulations establish the Zoning districts which are permitted within each land use plan category, and designations which are not consistent with the table shall not be approved.

LU3.12 Less intensive residential uses (less than 7.5 units per acre) shall continue as the predominant density in St. Petersburg

LU4: [begin] … Residential – the City shall provide opportunities for additional residential development where appropriate … [end]

LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan objectives.

LU21.1 The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

SPECIAL NOTE:

This application requests creation of a new zoning category titled "NPUD-5" to represent the maximum development potential of five (5) units per acre. However, in order to synchronize this request with the current numbering system in the LDRs, City staff has amended the applicant's request to "NPUD-3." Typically, the LDR numbering system for zoning categories represents an increase in development potential, meaning "___-1" has the lowest development potential and "___-3" has the highest development potential. Please note that in this example however, the inverse is true, meaning that "___-3" will have the lowest potential.

City staff has evaluated whether to recalibrate the numbers of existing NPUD categories but concluded that such a change at this time would require more significant amendments than is necessary. The consequence of making such a change would require adjustments to the Future Land Use Map and Comprehensive Plan to maintain internal consistency and compatibility between the zoning categories and the future land use categories. These changes would be more efficiently bundled and then processed as part of a future, city-initiated update.

PUBLIC HEARING PROCESS:

The tentative schedule for processing this application is as follows:

- Development Review Commission – Public hearing on Wednesday, February 3, 2016.
- City Council – First Public Hearing on Thursday, March 3, 2016
- City Council – Second Public Hearing on Thursday, March 17, 2016

Attachment

City of St. Petersburg
Housing Affordability Impact Statement

Each year, the City of St. Petersburg receives approximately $2 million dollars in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that **increase the cost of housing construction, or of housing redevelopment**, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1 - June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. **Initiating Department:** Planning & Economic Development

II. **Policy, Procedure, Regulations, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fee, require more infrastructure costs up from, etc.)

No __X__ (No further explanation required)
Yes _____ Explanation:

If yes, the **per unit cost increase** associated with this proposed policy change is estimated to by $_____.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No __X__ (No Further explanation required)
Yes _____ Explantion:

IV. Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare and, therefore, its purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

9 The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development Department.)

Derek S. Kelly 02.23.2016

Department Director (signature) Date

FOR DANE GOODWIN

OR

9 The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance *will increase housing costs* in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development Department.)

Department Director (signature) Date

Copies to: Chan Srinivasa, City Clerk
Joshua A. Johnson, Director of Housing & Community Development

RECEIVED
APR 05 2016
By

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 21, 2016

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

Subject: Increasing the allocation of a three-year blanket purchase agreement with Morelli Landscaping, Inc. for landscape services for the Engineering and Capital Improvements Department, the Parks and Recreation Department and various other City departments by $1,500,000, for an estimated total cost of $4,500,000.

Explanation: On February 20, 2014, City Council awarded the blanket purchase agreement to Morelli Landscaping Inc. at an estimated first year cost of $1,500,000, which included FDOT FY14 highway landscaping projects. The blanket purchase agreement is effective through March 31, 2017. On December 18, 2014, City Council approved an increase in allocation of $1,500,000 for FDOT FY15 highway landscape projects and work for the second year of the agreement. This request is to increase allocation on the blanket purchase agreement for FDOT FY16 highway landscape projects and work for the third year of the agreement as well as other City projects.

The vendor provides landscape contractor services for rights-of-way and public facilities. Projects include streetscape and highway beautification on city, county and State of Florida Department of Transportation (FDOT) rights-of-way, traffic calming project landscapes, multi-use trail project landscapes, bridge landscapes, park landscapes such as Rio Vista Park and the Gizella Kopsick Palm Arboretum, city facility landscaping for public buildings such as North Shore Pool and other public facilities such as fire stations, recycling centers, lift stations and the Southwest Water Reclamation Facility. Projects are funded in the individual departmental budgets.

FDOT right-of-way projects are fully funded by FDOT District Seven highway beautification funds and are governed by Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) agreements between the City and the FDOT.

The Procurement Department in cooperation with the Engineering and Capital Department, requests an increase in allocation:

Original Contract Sum	$1,500,000.00
December 18, 2014 Council Approved Increase	1,500,000.00
Requested Allocation Increase	1,500,000.00
Revised Contract Sum	$4,500,000.00

Cost/Funding/Assessment Information: Funds have been previously appropriated in the user department operating budgets, including General Capital Improvement Fund (3001) [$810,273], Parks & Recreation General Fund (0001) [$150,000], City Facilities Capital Improvement Fund (3031) [$20,000], the Transportation Impact Fees Capital Fund (3071) [$20,000] and Water Resources Operating Fund (4001) [$30,000].

Attachments: Resolution

Approvals:

Administrative **Budget**

A RESOLUTION APPROVING AN INCREASE TO THE ALLOCATION OF THE BLANKET PURCHASE AGREEMENT WITH MORELLI LANDSCAPING, INC. FOR LANDSCAPE SERVICES FOR THE ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT, PARKS AND RECREATION DEPARTMENT AND VARIOUS OTHER CITY DEPARTMENTS IN THE AMOUNT OF $1,500,000 FOR A TOTAL AMOUNT NOT TO EXCEED $4,500,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 20, 2014, the City Council approved a three-year blanket purchase agreement with Morelli Landscaping, Inc. to provide landscape services for the Engineering and Capital Improvements Department, Parks and Recreation Department and various other City departments effective through March 31, 2017; and

WHEREAS, this Resolution will increase the allocation for the Blanket Agreement for Florida Department of Transportation ("FDOT") FY16 Highway Landscape Project agreement and landscape services for the third year of the agreement and other projects for the Engineering and Capital Improvements Department and other City Departments; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department and the Parks and Recreation Department, recommends approval of an increase to the allocation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase to the allocation of the Blanket Purchase Agreement with Morelli Landscaping, Inc. for landscape services for the Engineering and Capital Improvements Department, Parks and Recreation Department, and various other City departments in the amount of $1,500,000 for a total amount not to exceed $1,725,000 is hereby approved and the Mayor or the 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 April 21, 2016

RECEIVED
APR 04 2016
By mo

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

Subject: Renewing a blanket purchase agreement with Safety Products, Inc. for safety clothing and supplies at an estimated annual cost of $140,000.

Explanation: On May 21, 2015 City Council approved a one year agreement for safety clothing and supplies through May 31, 2016 with three one-year renewals. This is the first renewal. The supplier furnishes and delivers items such as rain gear, safety glasses, work gloves, back supports, and hard hats. The primary users of these products are Water Resources, Sanitation and Engineering Stormwater and Traffic Operations Departments. These items are stocked and distributed from the Consolidated Warehouse.

The Procurement Department recommends for renewal:

Safety Products, Inc. $140,000

Safety Products, Inc. has agreed to uphold the pricing, terms and conditions of RFQ No. 5735 dated April 2, 2015. Procurement recommends renewal of the agreement based upon the supplier's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective through May 31, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the user department operating budgets, including Water Resources (4001), General Fund (0001), Sanitation (4021), and Stormwater Utility Operating (4011).

Attachments: Resolution

Approvals:

Administrative

Budget

CB-1

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENT (BLANKET AGREEMENT) WITH SAFETY PRODUCTS, INC. TO FURNISH AND DELIVER SAFETY CLOTHING AND SUPPLIES FOR THE WATER RESOURCES, SANITATION AND ENGINEERING STORMWATER AND TRAFFIC OPERATIONS DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $140,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, City Council approved the award of a one year agreement (Blanket Agreement) with three one-year renewal options to Safety Products, Inc. to furnish and deliver safety clothing and supplies for the Water Resources, Sanitation and Engineering Stormwater and Traffic Operations Departments pursuant to RFQ No. 5735 dated April 2, 2015; and

WHEREAS, the City desires to exercise the first one-year renewal option of the Agreement; and

WHEREAS, Safety Products, Inc. has agreed to uphold the terms and conditions of RFQ No. 5735; and

WHEREAS, the Purchasing Department, in cooperation with the Water Resources, Sanitation and Engineering Stormwater and Traffic Operations Departments, recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option of the Agreement (Blanket Agreement) to furnish and deliver safety clothing and supplies for the Water Resources, Sanitation and Engineering Stormwater and Traffic Operations Departments at a total estimated annual cost not to exceed $140,000 with Safety Products, Inc. is hereby approved.

BE IT FURTHER RESOLVED that this agreement will be effective through May 31, 2017.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of April 21, 2016

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

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department

SUBJECT: A Resolution authorizing the Mayor, or his designee, to approve a supplemental appropriation of $75,000 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Frescos Building Repairs Project #15366 to make repairs to support structures under Frescos Restaurant and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The Marina inherited oversight of Frescos Restaurant after the Pier closed in July 2013. An investigation of recent settlement of outside decking revealed that the supporting structure under a portion of the deck needs to be replaced in order to ensure its structural integrity, stability and safety.

On December 14, 2015 Landon, Moree & Associates, Inc. were authorized to proceed with services for Task Order No. 14-02-LMA/MMP to our Municipal Marina and Port Projects Agreement ("A/E"). The Task Order was approved for a lump sum of $3,500. The purpose of the Task Order was to perform a field inspection of the pile supported triangular concrete floor located on the southeast corner of the Frescos Restaurant structure due to observed settlement and develop a report that includes recommendations for rehabilitation and estimated construction costs for the recommended improvements.

On February 26, 2016, Landon, Moree & Associates, Inc. submitted the final report "Fresco's Restaurant – Floor Stabilization". The report recommended the removal of the existing triangular concrete floor and construct new piling and floor. The estimated project cost for the recommended repairs is $75,000.

The Marina's FY-16 Capital Fund Budget does not contain funds for this unscheduled effort. Thus, funds are being sought from the unappropriated balance of FY16 Marina CIP Fund Balance in the amount of $75,000.

RECOMMENDATION: Administration recommends approval of the attached Resolution authorizing the Mayor or his designee to approve a supplemental appropriation of $75,000 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Frescos Building Repairs Project #15366 to make structural repairs to support structures under Frescos and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A supplemental appropriation in the amount of $75,000 from the unappropriated balance of the Marina Capital Improvement Fund (4043) for FY16 to the Marina Frescos Building Repairs Project #15366 is required.

ATTACHMENTS: Resolution

APPROVALS:

Administrative

Devris L. Fuller 4-8-16
Budget

Legal

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE A SUPPLEMENTAL APPROPRIATION OF $75,000 FROM THE UNAPPROPRIATED BALANCE OF THE MARINA CAPITAL IMPROVEMENT FUND (4043) TO THE MARINA FRESCOS BUILDING REPAIRS PROJECT #15366 TO MAKE STRUCTURAL REPAIRS TO SUPPORT STRUCTURES UNDER FRESCOS RESTAURANT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Marina inherited oversight of Frescos Restaurant after the Pier closed in July 2013; and

WHEREAS, recent settlement of outside decking at Frescos Restaurant was observed; and

WHEREAS, on December 14, 2015, Landon, Moree & Associates was issued Task Order No. 14-02-LMA/MMP pursuant to Municipal Marina and Port Projects Agreement ("A/E") to perform a field inspection of the pile supported concrete flooring located on the southeast corner of the Frescos Restaurant structure due to observed settlement and to develop a report that includes recommendations for rehabilitation and estimated construction costs for the recommended improvements; and

WHEREAS, On February 26, 2016, Landon, Moree & Associates submitted the final report "Frescos Restaurant – Floor Stabilization", recommending the removal of the existing triangular concrete floor and construct new piling and floor in order to ensure structural integrity, stability and safety at an estimated cost of $75,000; and

WHEREAS, the Marina's FY-16 Capital Fund Budget does not contain funds for this unscheduled effort and thus, funds are being sought from the Marina Capital Improvement Fund Balance in the amount of $75,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to approve a supplemental appropriation of $75,000 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Frescos Building Repairs Project #15366 to make structural repairs to support structures and flooring at Frescos Restaurant:

<u>Marina Capital Improvement Fund (4043)</u>	
Marina Frescos Building Repairs Project #15366	$75,000

; 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

Administration

Budget

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 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 the University of South Florida Board of Trustees, a public body corporate, for the use of property located at 4240 – 35th Avenue South, St. Petersburg, within a portion of City-owned Clam Bayou, for a period of thirty-six (36) months, at a rent of $10.00 for the entire term 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: On December 30, 2002, the City of St. Petersburg ("City") acquired a 4.3 acre tract of upland and submerged lands, including a house, outbuilding, and dock located at 4240 – 35th Avenue South, St. Petersburg ("Premises") with participating funding by grants from a Florida Communities Trust ("FCT") and the U.S. Environmental Protection Agency.

The FCT grant management plan for the Clam Bayou preserve identified the Premises potential use as an educational center and parking area. In exploring opportunities to utilize this facility for the intended use, it was found through discussions with the University of South Florida College of Marine Science ("USF-CMS") that the facility offered a unique setting for environmental and marine science research and USF-CMS would be interested in acting as the lead agency in coordinating use of the facility as an educational center. On April 22, 2004, via Resolution No. 2004-237, City Council approved a 3-year license agreement for USF-CMS to be the primary administrator of a marine science educational center within the Premises for the term commencing May 1, 2004 and ending on April 30, 2007. Subsequently, with approval of City Council Resolution Nos. 2007-215, 2010-179 and 2013-160, USF-CMS continued its use of the Premises for three additional 3-year terms, with the same terms and conditions provided in the previous license agreement.

Real Estate & Property Management received a request from the USF-CMS to renew the license agreement for the use of the Premises. USF-CMS continues to coordinate and conduct programs in environmental/marine science involving schools situated in St. Petersburg, thereby contributing to City and USF-CMS recognition in the region for support of these programs. In order to help sustain the programming efforts of the facility, USF-CMS utilizes grant and various joint funding to support certain fee-based programs for environmental and marine science.

USF-CMS has executed a new 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 in the preceding term. The rental rate is ten dollars ($10.00) for the entire term. All costs of utilities and building maintenance, interior and exterior,

shall be the expense of USF-CMS with the exception that the City will provide mowing/grounds maintenance. In addition, USF-CMS shall make any improvements to the buildings necessary to occupy the Premises for the intended use and to make enhancements necessary to accommodate future programs. The City retains the right to use the Premises for City staff retreats, meetings, sponsored programs, management workshops, or other City uses at times, and/or in area, not in conflict with programs being conducted by USF-CMS. The Agreement may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Since USF-CMS is responsible for maintenance and improvements to the buildings necessary to occupy the Premises for its intended use and to make enhancements necessary to accommodate future programs, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. Under the terms of the Agreement, the City is under no obligation to provide or locate 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 residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned NS-E (Neighborhood Suburban Estate).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for the use of property located at 4240 – 35th Avenue South, St. Petersburg, within a portion of City-owned Clam Bayou, for a period of thirty-six (36) months, at a rent of $10.00 for the entire term and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: _____

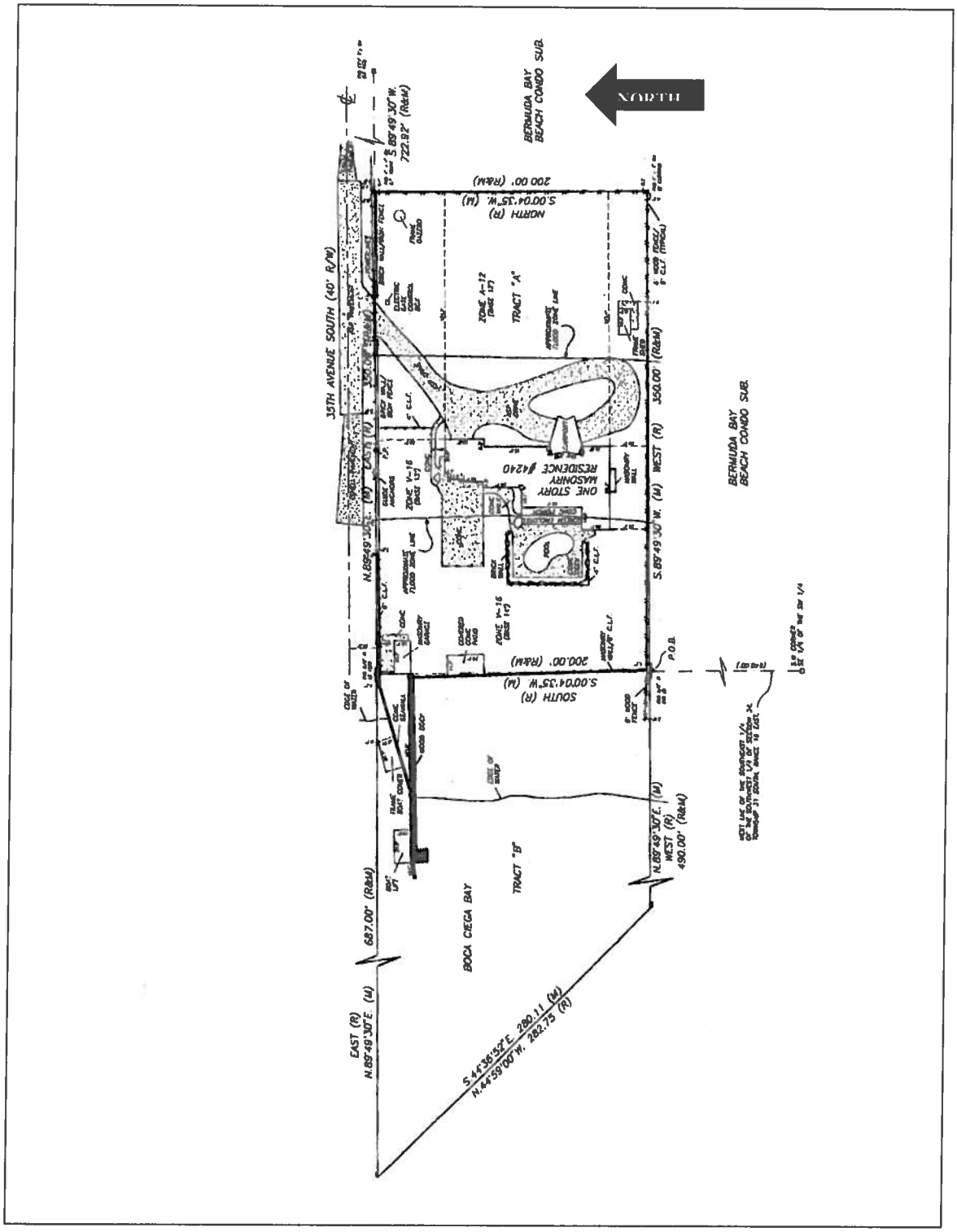
Budget: N/A

Legal: _____

(As to consistency w/attached legal documents)

Legal: 00265744.doc V. 1

Illustration



Aerial of Premises

Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE, FOR THE USE OF PROPERTY LOCATED AT 4240 – 35TH AVENUE SOUTH, ST. PETERSBURG, WITHIN A PORTION OF CITY-OWNED CLAM BAYOU, FOR A PERIOD OF THIRTY-SIX (36) MONTHS, AT A RENT OF $10.00 FOR THE ENTIRE TERM AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City"), as licensor herein, owns a 4.3 acre tract of upland and submerged lands, including a house, outbuilding, and dock located at 4240 – 35th Avenue South, St. Petersburg ("Premises")situated in Pinellas County, Florida, identified by Pinellas County Property Appraiser's Parcel Identification Number: 34-31-16-99582-001-0010 and legally described as:

Tract A: Beginning 640 Feet North of the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 31 South, Range 16 East, Run East 350 Feet; thence North 200 Feet; thence West 350 Feet; thence South 200 Feet to the Point of Beginning.

Tract B: Beginning at a point 640 Feet North of the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 31 South, Range 16 East, thence run West 490 Feet; thence North 44°59′ West 282.75 Feet; thence East 687 Feet; thence South 200 Feet to the Point of Beginning; and

WHEREAS, on December 30, 2002, the Premises was acquired with participating funding by grants from a Florida Communities Trust ("FCT") and the U.S. Environmental Protection Agency; and

WHEREAS, through the efforts of the Honorable Congressman C. W. Bill Young, the City received a line item appropriation in the federal budget for the U.S. Environmental Protection Agency ("EPA") in the amount of $1,000,000 that was awarded as an EPA Grant and has been used in the acquisition of properties in the Clam Bayou area; and

WHEREAS, the City submitted the FCT Project Number 00-042-P10 Clam Bayou Expansion Project Management Plan ("Management Plan") as part of the FCT Grant approval process which was incorporated in the grant agreement approved by the City Council of the City of St. Petersburg; and

WHEREAS, the Management Plan for the Clam Bayou preserve identified the Premises potential use as an educational center and parking area; and

WHEREAS, the University of South Florida, College of Marine Science ("Licensee") expressed its desire to acquire from the City the right to occupy and utilize the Premises for the purpose of conducting environmental and marine science research and educational programs through its existing programs and through linkages with other educational and research programs at the University of South Florida and other agencies including, but not limited to, the Pinellas County public and private schools; and

WHEREAS, on April 22, 2004, via Resolution No. 2004-237, City Council approved a 3-year license agreement for the Licensee to be the primary administrator of a marine science educational center within the Premises for the term commencing May 1, 2004 and ending on April 30, 2007; and

WHEREAS, subsequently, with approval of City Council Resolution Nos. 2007-215, 2010-179 and 2013-160, the Licensee continued its use of the Premises for three additional 3-year terms, with the same terms and conditions provided in the previous license agreement; and

WHEREAS, the Licensee has executed a new License Agreement ("Agreement") for a term of thirty-six (36) months at a rental rate of ten dollars ($10.00) for the entire term, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the Licensee is an institution of the State of Florida that is self insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises; and

WHEREAS, all costs of utilities and building maintenance, interior and exterior, shall be the expense of the Licensee with the exception that the City will provide mowing/grounds maintenance; and

WHEREAS, Licensee shall make any improvements to the buildings necessary to occupy the Premises for the intended use and to make enhancements necessary to accommodate future programs; and

WHEREAS, the City retains the right to use the Premises for City staff retreats, meetings, sponsored programs, management workshops, or other City uses at times, and/or in areas, not in conflict with programs being conducted by the Licensee; and

WHEREAS, the Agreement is in accordance with the policies established in Resolution No. 79-740A, with the exception that a waiver of the reserve for replacement is requested; and

WHEREAS, since the Licensee is responsible for maintenance and improvements to the buildings necessary to occupy the Premises for its intended use and is required to make enhancements necessary to accommodate future programs, the Administration recommends waiver of the reserve for replacement requirement; and

WHEREAS, under the terms of the Agreement, the City is under no obligation to provide or locate 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 residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned NS-E (Neighborhood Suburban Estate).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is hereby authorized to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for the use of property located at 4240 – 35th Avenue South, St. Petersburg, within a portion of City-owned Clam Bayou, as legally described above, for a period of thirty-six (36) months, at a rent of $10.00 for the entire term and to execute all documents necessary to effectuate same; and

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00265744.doc V. 1 .....

APPROVED BY:

Michael J. Jefferis
Parks and Recreation

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $50,000 for FY 2016 for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 93, Project No. TBD; and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects, and has proposed a HLRMOA for landscape improvements near the Howard Franklin Bridge along State Road 93 (I-275) right-of-way between 54th Avenue South (Section 15190-000, M.P. 0.110) and Beginning of Bridges #107 and #210 (Section 15190-000, M.P. 16.649) in Pinellas County, Florida.

The City Engineering and Capital Improvements Department will coordinate the design of landscape plans for specific locations with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation by City contractors. The City Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and invoice the FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $50,000.

The Parks and Recreation Department currently has maintenance agreements with FDOT to perform routine maintenance of landscaped areas along the FDOT roadway corridors within the City of St. Petersburg pursuant to the FDOT programs. The Agreement requires the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option. The Agreement will be in effect until terminated by either the FDOT or the City, after 60 days notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $50,000 for FY 2016 for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $50,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 93; Project No. TBD; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) ("Agreement") in the amount of $50,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the FDOT RW Landscape Improvements FY16 SR 93, Project No. TBD.

ATTACHMENT: Resolution

APPROVALS: Administration TBG Budget

Legal: 0026376.doc V. 3

RESOLUTION NO. 2016 - ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER A DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $50,000 FOR FY 2016 FOR A PORTION OF SR 93 (I-275); AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $50,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT RW LANDSCAPE IMPROVEMENTS FY16 SR 93, PROJECT NO. TBD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects and has proposed a HLRMOA for landscape improvements near the Howard Franklin Bridge along State Road 93 (I-275) right-of-way between 54th Avenue South (Section 15190-000, M.P. 0.110) and Beginning of Bridges #107 and #210 (Section 15190-000, M.P. 16.649) in Pinellas County, Florida, and; and

WHEREAS, FDOT has offered the City funding in the amount not to exceed $50,000 for highway beautification landscape improvements for this portion of S.R. 93, pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement the City's Engineering and Capital Improvements Department will coordinate the design, installation and establishment of the landscape improvements and the City's Parks and Recreation Department will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option; and

WHEREAS, the City's maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice.

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 funding under District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreements (HLRMOA) ("Agreement") in an amount not to exceed $50,000 for FY 2016 for a portion of SR 93 (I-275) ; and

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

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY 2016:

General Capital Improvement Fund (3001)
FDOT RW Landscape Improvements FY16 SR 93, Project No. TBD $50,000

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Tom Greene
Budget Director

Approved by:

Thomas B. Gibson, P.E.
Engineering Director

Legal: 00263377.doc V. 3

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

10 February 2016

Mr. Thomas Gibson, P.E.
Director
City of St. Petersburg Engineering & Capital Improvements Department
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA)
Fiscal Year 2016 Program Revision

Dear Mr. Gibson:

Due to last minute Construction project funding reallocations we have had to revise the amount of grant funding available to the City as follows:

Project 1 - SR 93 (Interstate 275); Citywide from 54th A.S. to Howard Frankland Bridge; Approved Funding - $ 50,000; **FPID 438702-2-58-01; Contract AS078**
Project 3 – SR 594 (Interstate 175); Downtown Gateway Landscaping from I-275 to 4th SS.; Approved Funding - $ 400,000; **FPID 438703-1-58-01; Contract AS082**
Projects 4 & 5 – SR 687 (US 92); 4th S.N. Medians from 5th A.N. to 99th A.N.; Approved Funding - $ 360,273; **FPID 438702-3-58-01; Contract AS083**

We regret any inconvenience our notification may cause bur we still look forward to working with you on this important endeavor. These projects have now been approved and encumbered by the Department. If you have any questions regarding the above, please e-mail me at michael.kidde@dot.state.fl.us or call me at 813-975-6130.

Sincerely,

Michael Kidde, PLA
District Landscape Architect
MRK/mrk

Certified Mail Receipt 7014 1820 0000 9103 6648
cc: S. Heal-Eichler, R. Moss, File

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $400,000 for FY 2016 for a portion of SR 594 (I-175); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 594, Project No. TBD; and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects, and has proposed a HLRMOA for the downtown Interstate Gateway along State Road 594 (I-175) right-of-way between SR 93/I-275 (section 15003-000, M.P. 0.000) and SR 687/US 92/4th Street South (Section 15003-000, M.P. 1.285) in Pinellas County, Florida.

The City Engineering and Capital Improvements Department will coordinate the design of landscape plans for specific locations with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation by City contractors. The City Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and invoice the FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $400,000.

The Parks and Recreation Department currently has maintenance agreements with FDOT to perform routine maintenance of landscaped areas along the FDOT roadway corridors within the City of St. Petersburg pursuant to the FDOT programs. The Agreement requires the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option. The Agreement will be in effect until terminated by either the FDOT or the City, after 60 days notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $400,000 for FY 2016 for a portion of SR 594 (I-175); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 594, Project No. TBD; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) ("Agreement") in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the FDOT RW Landscape Improvements FY16 SR 594, Project No. TBD.

ATTACHMENT: Resolution
FDOT Funding Letter

APPROVALS: _____ Administration _____ Budget

Legal: 00263462.doc V. 2 TBe

Resolution No. 2016 - ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER A DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $400,000 FOR FY 2016 FOR A PORTION OF SR 594 (I-175); AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $400,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT RW LANDSCAPE IMPROVEMENTS FY16 SR 594; PROJECT NO. TBD ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects and has proposed a HLRMOA for the downtown Interstate Gateway along State Road 594 (I-175) right-of-way between SR 93/I-275 (Section 15003-000, M.P. 0.000) and SR 687/US 92/4th Street South (Section 15003-000, M.P. 1.285) in Pinellas County, Florida; and

WHEREAS, FDOT has offered the City funding in the amount not to exceed $400,000 for highway beautification landscape improvements for this portion of S.R. 594, pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement the City's Engineering and Capital Improvements Department will coordinate the design, installation and establishment of the landscape improvements and the City's Parks and Recreation Department will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option; and

WHEREAS, the City's maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice.

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 funding under a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $400,000 for FY 2016 for a portion of SR 594 (I-175); and

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

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY 2016:

General Capital Improvement Fund (3001)	
FDOT RW Landscape Improvements FY16 SR 594	$400,000
Project No. TBD	

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Tom Greene
Budget Director

Approved by:

Thomas B. Gibson, P.E.
Engineering Director

Legal: 00263461.doc V. 2

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

10 February 2016

Mr. Thomas Gibson, P.E.
Director
City of St. Petersburg Engineering & Capital Improvements Department
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA)
Fiscal Year 2016 Program Revision

Dear Mr. Gibson:

Due to last minute Construction project funding reallocations we have had to revise the amount of grant funding available to the City as follows:

Project 1 - SR 93 (Interstate 275); Citywide from 54th A.S. to Howard Frankland Bridge; Approved Funding - $ 50,000; **FPID 438702-2-58-01; Contract AS078**
Project 3 – SR 594 (Interstate 175); Downtown Gateway Landscaping from I-275 to 4th SS.; Approved Funding - $ 400,000; **FPID 438703-1-58-01; Contract AS082**
Projects 4 & 5 – SR 687 (US 92); 4th S.N. Medians from 5th A.N. to 99th A.N.; Approved Funding - $ 360,273; **FPID 438702-3-58-01; Contract AS083**

We regret any inconvenience our notification may cause bur we still look forward to working with you on this important endeavor. These projects have now been approved and encumbered by the Department. If you have any questions regarding the above, please e-mail me at michael.kidde@dot.state.fl.us or call me at 813-975-6130.

Sincerely,

Michael Kidde, PLA
District Landscape Architect
MRK/mrk

Certified Mail Receipt 7014 1820 0000 9103 6648
cc: S. Heal-Eichler, R. Moss, File

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $360,273 for FY 2016 for a portion of State Road 687 (US 92/4TH Street North); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $360,273 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 687, Project No. TBD; and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects, and has proposed a HLRMOA for median landscape improvements along State Road 687 (US 92/4th Street North) right of way between State Road 687/US 92/5th Avenue North (Section 15090-000, M.P. 0.812) and 99th Avenue North (Section 15090-000, M.P. 6.709) in Pinellas County, Florida.

The City Engineering and Capital Improvements Department will coordinate the design of landscape plans for specific locations with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation by City contractors. The City Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and invoice the FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $360,273.

The Parks and Recreation Department currently has maintenance agreements with FDOT to perform routine maintenance of landscaped areas along the FDOT roadway corridors within the City of St. Petersburg pursuant to the FDOT programs. The Agreement requires the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option. The Agreement will be in effect until terminated by either the FDOT or the City, after 60 days notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept funding under a District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $360,273 for FY 2016 for a portion of State Road 687/US 92/4TH Street N.; and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $360,273 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT RW Landscape Improvements FY16 SR 687, Project No. TBD; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) ("Agreement") in the amount of $360,273 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to the FDOT RW Landscape Improvements FY16 SR 687, Project No. TBD.

ATTACHMENT: Resolution
FDOT Funding Letter

APPROVALS: _____ Administration _____ Budget

Legal: 00261654.doc V. 1

RESOLUTION NO. 2016 - ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER A DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $360,273 FOR FY 2016 FOR A PORTION OF STATE ROAD 687 (US 92/4th STREET NORTH); AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $360,273 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT RW LANDSCAPE IMPROVEMENTS FY16 SR 687, PROJECT NO. TBD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects, and has proposed a HLRMOA for median landscape improvements along State Road 687 (US 92/4th Street North) right-of-way between State Road 687/US 92/5th Avenue North (Section 15090-000, M.P. 0.812) and 99th Avenue North (Section 15090-000, M.P. 6.709) in Pinellas County, Florida; and

WHEREAS, FDOT has offered the City funding in the amount not to exceed $360,273 for highway beautification landscape improvements for this portion of S.R. 687, pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement the City's Engineering and Capital Improvements Department will coordinate the design, installation and establishment of the landscape improvements and the City's Parks and Recreation Department will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option; and

WHEREAS, the City's maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice.

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 funding under District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $360,273 for FY 2016 for a portion of State Road 687 (US 92/4TH Street North).; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to

execute the Agreement and all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY 2016:

General Capital Improvement Fund (3001)
FDOT RW Landscape Improvements FY16 SR 687; Project No. TBD $360,273

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Tom Greene
Budget Director

Approved by:

Thomas B. Gibson, P.E.
Engineering Director

Legal: 00263463.doc V. 2

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

10 February 2016

Mr. Thomas Gibson, P.E.
Director
City of St. Petersburg Engineering & Capital Improvements Department
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA)
Fiscal Year 2016 Program Revision

Dear Mr. Gibson:

Due to last minute Construction project funding reallocations we have had to revise the amount of grant funding available to the City as follows:

Project 1 - SR 93 (Interstate 275); Citywide from 54th A.S. to Howard Frankland Bridge; Approved Funding - $ 50,000; **FPID 438702-2-58-01; Contract AS078**
Project 3 – SR 594 (Interstate 175); Downtown Gateway Landscaping from I-275 to 4th SS.; Approved Funding - $ 400,000; **FPID 438703-1-58-01; Contract AS082**
Projects 4 & 5 – SR 687 (US 92); 4th S.N. Medians from 5th A.N. to 99th A.N.; Approved Funding - $ 360,273; **FPID 438702-3-58-01; Contract AS083**

We regret any inconvenience our notification may cause bur we still look forward to working with you on this important endeavor. These projects have now been approved and encumbered by the Department. If you have any questions regarding the above, please e-mail me at michael.kidde@dot.state.fl.us or call me at 813-975-6130.

Sincerely,

Michael Kidde, PLA
District Landscape Architect
MRK/mrk

Certified Mail Receipt 7014 1820 0000 9103 6648
cc: S. Heal-Eichler, R. Moss, File

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a District Seven Highway Beautification Maintenance Memorandum of Agreement ("Agreement") for maintenance of landscaping of Gandy Boulevard from west of Dr. ML King Jr. St. N (9th St. N) to east of SR 687 (4th St. N) and all other documents necessary to effectuate the Agreement; and providing an effective date.

EXPLANATION: The Parks and Recreation Department currently has maintenance agreements with the Florida Department of Transportation ("FDOT") to perform routine maintenance of landscaped areas along the FDOT roadway corridors within the City of St. Petersburg, including I-175, I-275, I-375, 4th St. N, Tyrone Boulevard, Pasadena Avenue, 66th St. N, U.S. Highway 19, Roosevelt Boulevard, Gandy Boulevard, and the Pinellas Bayway.

The FDOT is providing design, construction and establishment of highway beautification landscape improvements for the new elevated roadway construction along Gandy Boulevard, 2.484 miles in length from west of Dr. ML King Jr. St. N to east of 4th St. N, provided the City executes a District Seven Highway Beautification Maintenance Memorandum of Agreement (MOA) ("Agreement"). The Agreement must be in place prior to landscaping work by the FDOT. The Agreement requires the City, at its expense, to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option after a 365 Day Establishment Period has been successfully completed by the FDOT landscape contractor. The Term of the Agreement is 10 years and the City's maintenance responsibilities shall remain in full force and effect for the Term, or until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice.

The City Engineering and Capital Improvements Department together with the Parks Department is coordinating with FDOT to provide comment during the design of landscape improvements for the new roadway construction on Gandy Boulevard. The proposed Florida friendly landscaping improvements include 1,466 trees as follows: 277 Slash Pine, 3 Senna, 87 Silver Buttonwood, 42 Florida Red Maple, 21 River Birch, 26 Sea Grape, 20 Chorisa, 100 Magnolia, 90 Bald Cypress, 75 Live Oak, 204 Bismark Palm, and 521 Sabal Palm.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute a District Seven Highway Beautification Maintenance Memorandum of Agreement ("Agreement") for maintenance of landscaping of Gandy Boulevard from west of Dr. ML King Jr. St. N (9th St. N) to east of SR 687 (4th St. N) and all other documents necessary to effectuate the Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be made available for the maintenance activities required by the Agreement in the Parks and Recreation Department operating budget. Project maintenance is anticipated to be transferred to the City of St. Petersburg in Spring 2018.

ATTACHMENT: Resolution

APPROVALS:

TBG Administration

Stacy McKee
Budget

Legal: 00265198.doc V. 1

Resolution No. 2016 - ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DISTRICT SEVEN HIGHWAY BEAUTIFICATION MAINTENANCE MEMORANDUM OF AGREEMENT ("AGREEMENT") FOR MAINTENANCE OF LANDSCAPING OF GANDY BOULEVARD FROM WEST OF DR. ML KING JR. ST. N. (9TH ST. N) TO EAST OF SR 687 (4TH ST. N) AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has established programs for the beautification of existing roadway projects; and

WHEREAS, the Parks and Recreation Department has maintenance agrees with the FDOT to perform routine maintenance of landscaped areas along the FDOT roadway corridors within the City of St. Petersburg, including I-175, I-275, I-375, 4th St. N., 5th Ave., N, Tyrone Boulevard, Pasadena Avenue, 66th St. N, U.S. Highway 19, Roosevelt Boulevard, and the Pinellas Bayway; and

WHEREAS, FDOT is providing design, construction and establishment of highway beautification landscape improvements for the new elevated roadway construction along Gandy Boulevard, 2.484 miles in length, from west of Dr. ML King Jr. St. N to east of 4th St. N, provided the City executes a District Seven Highway Beautification Maintenance Memorandum of Agreement ("Agreement"), which must be in place prior to landscaping work by the FDOT; and

WHEREAS, under the Agreement the City's Parks and Recreation Department, at the City's expense, will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and removal or replacement of dead plants at the City's option; and

WHEREAS, the Term of the Agreement is 10 years and the City's maintenance responsibilities shall remain in full force and effect for the Term, or until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a District Seven Highway Beautification Maintenance Memorandum of Agreement ("Agreement") for maintenance of landscaping of Gandy Boulevard from west of Dr. ML King Jr. St. N. (9th St. N) to east of SR 687 (4th St. N) and all other documents necessary to effectuate the Agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
Legal: 00265197.doc V. 1

Tom Greene
Budget Director

Approved by:

Thomas B. Gibson, P.E.
Engineering Director

st.petersburg
www.stpete.org

MEMORANDUM

Council Meeting of April 21, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of reappointment to the Arts Advisory Committee

I respectfully request that Council confirm the reappointment of Christopher Eaton, Ashley Burke, Judith Powers, Derek Keys, and Catherine Woods as regular members to the Arts Advisory Committee to serve a three-year term ending September 30, 2018.

Copies of their resume have been provided to the Council office for your information.

RK/cs
Attachments
cc: W. Atherholt, Director of Cultural Affairs

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF REGULAR MEMBERS TO THE ARTS ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Christopher Eaton, Ashley Burke, Judith Powers, Derek Keys, and Catherine Woods as regular members to the Arts Advisory Committee to serve a three-year term ending September 30, 2018.

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This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____

City Attorney or (Designee)

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MEMORANDUM

Council Meeting of April 21, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Appointment of Carol J. Smith as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2016 to the City Beautiful Commission.

I respectfully request that Council confirm the appointment of Carol J. Smith as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2016.

A copy of Ms. Smith's resume has been provided to the Council office for your information.

RK/cs
Attachments
cc: M. Jefferies, Parks and Recreation Director
L. Seufert, Park Operations Manager

A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE CITY BEAUTIFUL COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Carol J. Smith as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2016.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

_____

City Attorney or (Designee)

st.petersburg
www.stpete.org

MEMORANDUM

Council Meeting of April 21, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of reappointment to the Investment Oversight Committee of Kimberly E. Ritrievi, Robert K. Doyle, and Gary A. Patterson to serve a two-year term ending March 31, 2018.

I respectfully request that Council confirm the reappointment of Kimberly E. Ritrievi, Robert K. Doyle, and Gary A. Patterson as regular members, to the Investment Oversight Committee to serve a two-year term ending March 31, 2018.

RK/cs
Attachment

cc: A. Fritz, Finance Director

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBERS TO THE INVESTMENT OVERSIGHT COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Kimberly E. Ritrievi, Robert K. Doyle, and Gary A. Patterson as regular members, to the Investment Oversight Committee to serve a two-year term ending March 31, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

_____

City Attorney (or Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept $110,000 in full satisfaction of the Community Development Block Grant Mortgage To Secure A Loan recorded at O.R. Book 14112, Pages 421-428, Public Records of Pinellas County, Florida, encumbering the property located at 1750 16th Street South in St. Petersburg ("Property") to facilitate the sale of the Property, provided the purchaser of the Property enters into an Agreement with the City to make best efforts to maintain the Property as a retail post office until January 1, 2031, or until the United States Postal Service terminates the retail postal service at the Property; whichever occurs first; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: In November 2004, the City and Felton, Wooten and Felton, Inc. ("Mortgagor") entered into a transaction wherein the City provided $231,148 in Community Development Block Grant ("CDBG") funding to Mortgagor to make renovations to a building located at 1750 16th Street South in St. Petersburg ("Property") owned by Mortgagor which enabled its tenant, the United States Postal Service ("USPS") to provide a retail postal operation for the benefit of the residents in the area. Funding was provided pursuant to a Note secured by a Mortgage recorded in the Public Records of Pinellas County, Florida, or O.R. Book 14112, Pages 421-428.

Retail services have been provided at the building since July 2005 and continue to be provided by the USPS. The Mortgagor has entered into a contract for sale of the Property to a new owner who proposes to continue to lease the premises to the USPS to provide retail postal services for as long as the USPS desires, or January 1, 2031, whichever occurs first. The Mortgagor has entered into a contract for sale of the Property to Commodore Retail Properties LLC., a Florida limited liability company, and Commodore Retail Properties LLC has assigned its contractual right to purchase the Property to St. Petersburg Midtown Post Office Ltd., a Florida limited partnership on March 24, 2016 who has by virtue of that assignment become the contract purchaser of the Property.

The Mortgagor proposes to pay the City a lump sum payment of a prorated portion of the balance due on the Note in the amount of $110,000 ("Prorated Portion"), as partial consideration for the City releasing the Property from the Mortgage and cancelling the Note. As further consideration for the City's release of the Property from the Mortgage and canceling the Note, the City requires the purchaser of the Property to enter into an agreement with the City to make best efforts to retain the provision of retail postal services, by the USPS at the Property at least through January 1, 2031 ("Best Efforts Agreement"), which will replace the Agency Agreement. The goal of providing retail services at the post office will remain in place until January 1, 2031, subject to the desires of the USPS, and the City will receive a payment of a portion of the Prorated Portion of the CDBG funds originally provided that it would not have received under the terms of the Agency

Agreement, Mortgage and Note, as the City will benefit from the proposed transaction.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept $110,000 in full satisfaction of a Community Development Block Grant Mortgage To Secure A Loan recorded at O.R. Book 14112, Pages 421-428, public records of Pinellas County, Florida, encumbering the property located at 1750 16th Street South in St. Petersburg ("Property") to facilitate the sale of the Property, provided the purchaser of the Property enters into an agreement with the City to make best efforts to maintain the Property as a retail post office until January 1, 2031, or until the United States Postal Service terminates the retail postal service at the Property, whichever occurs first; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Owner to repay the City $110,000 in full satisfaction of Community Development Block Grant mortgage.

ATTACHMENTS: Letter from Wooten, Felton and Wooten

APPROVALS:

Administration: M. R. Dove

Budget: Stacey Miller

Legal: 00265323.doc V. 4

Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT $110,000 IN FULL SATISFACTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT MORTGAGE TO SECURE A LOAN AND NOTE RECORDED AT O.R. BOOK 14112, PAGES 421-428, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ENCUMBERING THE PROPERTY LOCATED AT 1750 16TH STREET SOUTH IN ST. PETERSBURG ("PROPERTY") TO FACILITATE THE SALE OF THE PROPERTY, PROVIDED THE PURCHASER OF THE PROPERTY ENTERS INTO AN AGREEMENT WITH THE CITY TO MAKE BEST EFFORTS TO MAINTAIN THE PROPERTY AS A RETAIL POST OFFICE UNTIL JANUARY 1, 2031, OR UNTIL THE UNITED STATES POSTAL SERVICE TERMINATES THE RETAIL POSTAL SERVICE AT THE PROPERTY, WHICHEVER OCCURS FIRST; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Felton, Wooten and Felton, Inc. ("Mortgagor") have previously entered into a transaction wherein the City provided $231,148 in Community Development Block Grant ("CDBG") funding to Mortgagor to make renovations to a building located at 1750 16th Street South, St. Petersburg, Florida 33705 ("Property") owned by Mortgagor which enabled its tenant, the United States Postal Service ("USPS") to provide a retail postal operation for the benefit of the residents in the area; and

WHEREAS, the funding was provided pursuant to a Community Development Block Grant ("CDBG") Agency Agreement ("Agency Agreement") and a Note secured by a Mortgage recorded in the Public Records of Pinellas County, Florida, at O.R. Book O.R. 14112, Pages 421-428; and

WHEREAS, the Agency Agreement provided the parameters for use of the funds at the Property to renovate a portion of the building on the Property for use by the United States Postal Service ("USPS") to provide retail postal services; and

WHEREAS, the Agency Agreement, Mortgage and Note provided for the total forgiveness of the funds on January 1, 2031 provided the retail postal services continued to be provided at the Property; and

WHEREAS, the retail services have been provided at the Property since July, 2005, and continue to be provided by the USPS; and

WHEREAS, the Mortgagor has entered into a contract for sale of the Property to Commodore Retail Properties LLC., a Florida limited liability company, and Commodore Retail Properties LLC has assigned its contractual right to purchase the Property to St. Petersburg Midtown Post Office Ltd., a Florida limited partnership on March 24, 2016 who has by virtue of that assignment become the contract purchaser of the Property; and

WHEREAS, Mortgagor proposes to pay the City a lump sum payment of a prorated portion of the balance due on the Note in the amount of $110,000 ("Prorated Portion"), as partial consideration for the City releasing the Property from the Mortgage and cancelling the Note; and

WHEREAS, as further consideration for the City's release of the Property from the Mortgage and canceling the Note, the City requires the purchaser of the Property to enter into an agreement with the City to make best efforts to retain the provision of retail postal services, by the USPS at the Property at least through January 1, 2031 ("Best Efforts Agreement"), which will replace the Agency Agreement; and

WHEREAS, since the goal of providing the retail post office will remain in place until January 1, 2031, subject to the desires of the USPS, and the City will receive a payment of the Prorated Portion of the CDBG funds originally provided that it would not have received under the terms of the Agency Agreement, Mortgage and Note, the City will benefit from the proposed transaction.

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 $110,000 in full satisfaction of the Community Development Block Grant Mortgage To Secure A Loan and Note recorded at O.R. Book 14112, Pages 421-428, Public Records of Pinellas County, Florida, encumbering the property located at 1750 16th Street South in St. Petersburg, Florida 33705 ("Property") to facilitate the sale of the Property, provided the purchaser of the Property enters into an agreement with the City to make best efforts to maintain the Property as a retail post office until January 1, 2031, or until the United States Postal Service terminates the retail postal service at the Property, whichever occurs first; and

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____ Administration: M. R. Dove

Budget: _____

Legal: 00264471.doc V. 6

FELTON, WOOTEN & FELTON, INC
P.O. Box 35001
ST. PETERSBURG, FL 33705
(727) 867-3139-Voice & Facsimile

July 15, 2015

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

Dear Mayor Kriseman:

In December of 1988, our firm developed and leased the Facility for the United States Postal Service located at 1750 16th Street South. The facility started as a carrier annex facility for postal carriers to sort and deliver mail to the 33705, 337111 and 33712 zip codes in St. Petersburg. In 2005, through the cooperative efforts of Mayor Rick Baker, Deputy Mayor Goliath Davis, the United States Postal Service and our firm, the facility was expanded to include full service retail sales and mailbox services, This effort required the approval and extension by the City of a Community Development Block Grant. Terms of the grant included a non-interest bearing mortgage contingent on the postal service granting our firm a 25 year lease. The postal service complied and extended the lease term until 2030. In July 2005, the full service operation of the post office began and it was subsequently dedicated and renamed the Morris W. Milton Midtown Post Office. It continues to provide services to the citizens of south St. Petersburg and is an anchor to the Midtown and Southside Redevelopment Plan.

We share this history to indicate our firm's longstanding commitment to the development. However, we are in retirement and have an opportunity to sell the property and leasehold to a credible purchaser who owns other postal facilities and is likewise dedicated to maintaining the integrity of the property as a post office for the duration of the lease and beyond. The CDBG mortgage is a lien and possible impediment to the sale of the property. Based on the past commitment demonstrated by our firm and the legal commitment of the United States Postal Service and the proposed purchaser to maintain the property as a full service post office, we are respectfully requesting that the mortgage be considered satisfied and removed from the title. In discussion with Mr. Joshua Johnson, Director of Community and Economic Development, this requires an action by the Mayor and City Council. We would like to formally make that request and ask your cooperation in that regard. Should we need to provide any additional information or documentation please contact us at (727) 867-3139.

Respectfully yours,

John H. Wooten, Jr.
President

Willie B. Felton, Jr.
Secretary/Treasurer

Cc: J. Johnson

Enclosures: 1

WILLIAMSON, DIAMOND & CATON, P.A.
ATTORNEYS AT LAW

RICHARD P. CATON
ALSO ADMITTED TO KENTUCKY BAR

BENJAMIN F. DIAMOND

SANDRA FASCELL DIAMOND
BOARD CERTIFIED WILLS, TRUSTS & ESTATES

DOUGLAS M. WILLIAMSON
BOARD CERTIFIED REAL ESTATE

SEMINOLE
9075 Seminole Boulevard
Seminole, Florida 33772
Telephone (727) 398-3600
Facsimile (727) 393-5458

ST. PETERSBURG
699 1st Avenue North
St. Petersburg, Florida 33701
Telephone (727) 896-6900
Facsimile (727) 393-5458

Please reply to:

Seminole
March 14, 2016

Mayor Rick Kriseman @ **mayor@stpete.org**
Amy Foster @ **Amy.foster@stpete.org**
Darden Rice @ **Darden.rice@stpete.org**
Charlie Gerdes @ **Charlie.gerdes@stpete.org**
Jim Kennedy @ **James.kennedy@stpete.org**
Ed Montanari @ **council@stpete.org**
Steve Kornell @ **Steve.kornell@stpete.org**
Karl.nurse @ **Karl.nurse@stpete.org**
Lisa Wheeler-Brown @ **council@stpete.org**

Dear Mayor and Council:

Willie Felton, John Wooten and I want to extend our thanks to those of you who met with us, and reach out to those of you whose schedules did not permit a meeting, for your anticipated support of our proposal regarding the Post Office property.

In 1988, in order to provide better service South St. Petersburg, Willie Felton, Charles Felton and John Wooten, with the cooperation of the City of St. Petersburg, built a U.S. Post Office substation. It was always their intention to have a full-service Post Office for the mid-town area. This dream was realized in 2004, when the City of St. Petersburg, under Mayor Rick Baker's leadership, with the encouragement of Congressman Bill Young, secured a Block Grant to add additional facilities to create a full-service Post Office. This location has operated as a full-service Post Office, and with a Lease extension for more than a decade, it is anticipated that this public purpose will continue.

Mr. Felton and Mr. Wooten are looking to retirement and have entered into a contract to sell the Post Office property subject to the Lease. The purchaser is requiring a satisfaction of the Block Grant Mortgage as a condition of closing. It is our position that the City never expected repayment on this Block Grant Note, as the public purpose is expected to continue. However, in order to encourage the City to satisfy this Mortgage, we will be requesting that the Note be treated as if it were amortized with the public purpose for the Grant being met for a significant portion of the term. We believe that a satisfaction of the Mortgage in return for a payment of $110,000.00 to the City is more than a reasonable solution and would result in a "win-win" for both parties. We have arrived at this sum as most of the effort and hard work was completed at the beginning of the process and not all of the funds were disbursed at the date of the signing of the Note. In addition, the Felton Wooten

group will continue to own the property for many more months after approval by the City before closing.

You will also be asked to release a Right of Reverter, as well as the City's mineral rights, in order to clear the title on this property. We are attaching copies of the documents which refer to the Reverter rights, as well as the Florida Statute which gives the City its reservation for mineral rights. While we understand that City staff has recommended approval of both of these items, a number of you have requested to see the documentation.

We thank you in advance for your support, and should you have any other questions concerning this request, please feel free to call us.

We will be asking City staff to place this as an agenda item to be considered by Council as soon as possible.

Very truly yours,

Douglas M. Williamson

Douglas M. Williamson

DMW/cab
Enclosures

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 2016

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Quit Claim Deed to release the reversionary interest contained in the deed recorded in Official Record Book 6498, Page 722, and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542, Public Records of Pinellas County, Florida, for the property located at 1750 - 16th Street South, St. Petersburg, Florida; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management received a request from Felton, Wooten and Felton, Inc. ("Felton"), the owner of the property located at 1750 - 16th Street South, St. Petersburg, Florida 33705 ("Property"), to release the reversionary interest the City retained in the Property.

On May 20, 1987, the City transferred the Property by deed recorded in Official Record Book 6498, Page 722 ("Deed") and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542 ("Corrective Deed"), Public Records of Pinellas County, Florida (collectively "Deeds"), Pinellas County I.D. No. 25-31-16-76760-001-0010. The Deed contained conditions for development of the Property and provided that if the conditions were not met, title to the Property would revert to the City ("Reverter").

The conditions in the Deed are as follows:

A. The project shall conform in all respects to all applicable City of St. Petersburg codes and to the 16th Street South Commercial Revitalization Plan. Phase I comprising of 16,000 square feet is to be completed within eighteen (18) months from date of closing.

B. The project shall in all respects conform to the proposal as amended.

C. The project shall conform in all respects to the invitation for proposals issued by the City.

D. Subject to restrictions, easements, limitations, zoning, prohibitions and restrictions and matters appearing on the plat or otherwise common to the subdivision; public easements of record.

Felton, as the Buyer under the Deeds, is contemplating selling the Property. Felton states that all of the conditions in the Deed have been met and has requested that the City release the Reverter.

The Planning and Economic Development Department has researched the conditions in the Deed and has determined that the conditions have been substantially met (see attached).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Quit Claim Deed to release the reversionary interest contained in the deed recorded in Official Record Book 6498, Page 722, and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542, Public Records of Pinellas County, Florida for the property located at 1750 - 16th Street South, St. Petersburg, Florida; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENT: Deed Restriction Statement and Resolution

APPROVALS: Administration: _____

Budget: N/A

Legal: _____
(As to consistency w/attached legal documents)
Legal: 00265484.doc V. 2

DEED RESTRICTION STATEMENT

On May 20th, 1987 the City transferred property located at 1750 16th Street South, St. Petersburg, Florida 33705 Pinellas County PIN 25-31-16-76760-001-0010 ("Property") by deed recorded in Official Record Book 6498, Page 722 ("Deed"), and a corrective deed that corrected the legal description, recorded in Official Record Book 6729, Page 542, Public Records of Pinellas County, Florida ("Corrective Deed") (collectively "Deeds"). The Deed contained conditions for development of the Property and provided that if the conditions were not met, title to the Property would revert to the City ("Reverter").

The conditions in the Deed are:

A. The project shall conform in all respects to all applicable City of St. Petersburg codes and to the 16th Street South Commercial Revitalization Plan. Phase I comprising of 16,000 square feet is to be completed within eighteen (18) months from date of closing.
B. The project shall in all respects conform to the proposal as amended.
C. The project shall conform in all respects to the invitation for proposals issued by the City.
D. Subject to restrictions, easements, limitations, zoning, prohibitions and restrictions and matters appearing on the plat or otherwise common to the subdivision; public easements of record.

The Buyer under the Deeds is contemplating selling the Property. The Buyer states that all of the conditions in the Deed have been met and has requested that the City release the Reverter on the record.

The Administration has researched the conditions in the Deed and has determined that they have been substantially met. Therefore, the Administration recommends that City Council approve the release of the Reverter.

Elizabeth Abernethy

Print: Elizabeth Abernethy

Title: Chief Zoning Official

Legal: 00265369.doc v. 1

Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A QUIT CLAIM DEED TO RELEASE THE REVERSIONARY INTEREST IN THE DEED RECORDED IN OFFICIAL RECORD BOOK 6498, PAGE 722, AND A CORRECTIVE DEED THAT CORRECTED THE LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 6729, PAGE 542, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR THE PROPERTY LOCATED AT 1750 - 16TH STREET SOUTH, ST. PETERSBURG, FLORIDA; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from Felton, Wooten and Felton, Inc. ("Felton"), the owner of the property located at 1750 - 16th Street South, St. Petersburg, Florida 33705 ("Property"), to release the reversionary interest the City retained in the Property; and

WHEREAS, on May 20, 1987, the City transferred the Property by deed recorded in Official Record Book 6498, Page 722 ("Deed"), and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542 ("Corrective Deed"), Public Records of Pinellas County, Florida (collectively "Deeds"), Pinellas County I.D. No. 25-31-16-76760-001-0010; and

WHEREAS, the Deed contained conditions for development of the Property and provided that if the conditions were not met, title to the Property would revert to the City ("Reverter"); and

WHEREAS, the conditions in the Deed are as follows:

A. The project shall conform in all respects to all applicable City of St. Petersburg codes and to the 16th Street South Commercial Revitalization Plan. Phase I comprising of 16,000 square feet is to be completed within eighteen (18) months from date of closing.

B. The project shall in all respects conform to the proposal as amended.

C. The project shall conform in all respects to the invitation for proposals issued by the City.

D. Subject to restrictions, easements, limitations, zoning, prohibitions and restrictions and matters appearing on the plat or otherwise common to the subdivision; public easements of record; and

WHEREAS, Felton, as the Buyer under the Deeds, is contemplating selling the Property; and

WHEREAS, Felton states that all of the conditions in the Deed have been met and has requested that the City release the Reverter; and

WHEREAS, the Planning and Economic Development Department has researched the conditions in the Deed and has determined that the conditions have been substantially met.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is hereby authorized to execute a Quit Claim Deed to release the reversionary interest contained in the deed recorded in Official Record Book 6498, Page 722, and a corrective deed that corrected the legal description recorded in Official Record Book 6729, Page 542, Public Records of Pinellas County, Florida for the property located at 1750 - 16th Street South, St. Petersburg, Florida; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00265484.doc V. 2

APPROVED BY:

Michael R. Dove, Administrator
Neighborhood Affairs

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 21, 2016

TO: City Council Chair & Members of City Council

SUBJECT: A resolution authorizing the Mayor to execute a Sister City Agreement between the City of Isla Mujeres of The State of Quintana Roo of The United Mexican States and the City of St. Petersburg for the purpose of developing and enhancing the friendship and cooperation between the two cities and promoting mutual understanding between their peoples; and providing an effective date.

EXPLANATION: For fifty years, St. Petersburg and Isla Mujeres have been joined by the St. Petersburg Yacht Club's Annual Regata del Sol al Sol International yachting race. Mutual ties and cooperation have developed over these years and this agreement officially recognizes our history together and our relationship as Sister Cities, in addition to the many opportunities from which to mutually benefit.

The International Relations Committee met on April 1, 2016 to review the Sister City agreement and recommended the City Council adopt the attached resolution authorizing the Mayor to execute a Sister City Agreement between the City of Isla Mujeres of The State of Quintana Roo of The United Mexican States and the City of St. Petersburg for the purpose of developing and enhancing the friendship and cooperation between the two cities and promoting mutual understanding between their peoples; and providing an effective date.

ATTACHMENTS: Resolution and Sister City Agreement

APPROVALS: Administration: _____

Legal: _____
(As to consistency with attached legal documents)

Legal: 00264903.doc V. 2

Resolution No. 2016 - ____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SISTER CITY AGREEMENT BETWEEN THE CITY OF ISLA MUJERES OF THE STATE OF QUINTANA ROO OF THE UNITED MEXICAN STATES AND THE CITY OF ST. PETERSBURG FOR THE PURPOSE OF DEVELOPING AND ENHANCING THE FRIENDSHIP AND COOPERATION BETWEEN THE TWO CITIES AND PROMOTING MUTUAL UNDERSTANDING BETWEEN THEIR PEOPLES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, cultural exchanges are an integral part of the City's history and future; and

WHEREAS, Isla Mujeres is an island city located off the coast of the United Mexican States in the State of Quintana Roo; and

WHEREAS, Isla Mujeres and the City of St. Petersburg have a long history of interaction through the St. Petersburg Yacht Club's Annual Regata del Sol al Sol International yachting race to Mexico as well as individual travel by their citizens; and

WHEREAS, in 2015, the City and Isla Mueres established a relationship as Friendship cities; and

WHEREAS, the City and Isla Mujeres desire to strengthen the friendship ties and cooperation between them by establishing a more formal Sister City relationship in accordance with the Sister Cities International program to encourage greater friendship and understanding between the cities; and

WHEREAS, the purpose of the Sister City relationship is to foster understanding between both cities and the institutions in their corresponding territories, to intensify efforts in common and to promote the exchange of expertise and the realization of joint activities, to the mutual benefit of the cities; and

WHEREAS, both cities will benefit from a Sister City relationship which will provide opportunities for exchanges in the fields of economy, trade, science and technology, culture, education, sports, health and many others.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor is authorized to execute a Sister City agreement between the City of Isla Mujeres of the State of Quintana Roo of the United Mexican States and the City of St. Petersburg for the purpose of developing and enhancing the friendship and cooperation between the two cities and promoting mutual understanding between their peoples.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: _____ Administration: _____

Legal: 00264897.doc V. 2

SISTER CITY AGREEMENT

BETWEEN

THE CITY OF ISLA MUJERES OF THE STATE OF QUINTANA ROO OF THE UNITED MEXICAN STATES

AND

THE CITY OF ST. PETERSBURG OF THE STATE OF FLORIDA OF THE UNITED STATES OF AMERICA

THIS AGREEMENT ("Agreement") is entered into this____ day of _____. 2016, between the City of Isla Mujeres of the State of Quintana Roo of the United Mexican States **("Isla Mujeres")** and the City of St. Petersburg of the State of Florida of the United States of America **("St. Petersburg"),** (hereinafter collectively referred to as "the **Parties"** or individually as **"Party".**

WHEREAS, the Parties have by a Proclamation executed in 2015, previously established a relationship as Friendship cities; and

WHEREAS, the Parties desire to strengthen the friendship ties and cooperation between them by establishing a more formal Sister City relationship in accordance with the Sister Cities International program to encourage greater friendship and understanding between the Parties; and

WHEREAS, the purpose of this relationship is to foster understanding between both cities and the institutions in their corresponding territories, to intensify efforts in common and to promote the exchange of expertise and the realization of joint activities, to the mutual benefit of each Party; and

WHEREAS, the Parties acknowledge the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the desire to undertake actions that are effective in the commercial and social development of the Parties.

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

1. The Parties shall support and encourage opportunities for mutually beneficial practical exchanges in the fields of:

   A. Economic Development

   - Environmental/Resource Consulting
   - Industry and Commerce
   - Manufacturing

- Communications

B. Municipal Development

- Urban Planning and Construction
- Public administration
- Urban logistics

C. Social Development

- Culture, Arts, Cultural Heritage
- Education and Public Health
- Tourism Development
- Sport
- Public Transportation
- Ecology and rational use of Natural Resources
- Cooperation in the field of Human Resources
- Exchange of Youth and Sport delegations
- Science and Technology

D. Any other cooperation area to which the Parties mutually agree.

2. The Parties shall, in good faith, act in accordance to their respective policies and procedures and subject to the laws and regulations of their respective governments.

3. Each Party shall designate one or more officials to be its liaison for matters arising under this Agreement. The initial representatives for the Parties are:

Isla Mujeres	City of St. Petersburg, Florida
Jose Jesus Castillo Magaña	Wayne Atherholt
Gerardo Magaña Barragan	

A Party may change the names and contact information of its respective liaison(s) by providing the changes to the other Party by written communication.

4. The Parties may from time to time form joint committees to explore and develop programs to further the goals of this relationship.

5. Each Party shall finance its activities performed pursuant to this Agreement, in accordance with its laws, regulations and procedures. Nothing contained herein shall require and expenditure of any funds by either Party without the prior approval of the Party's governing body.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives in the City of _____, _____, on the _____ (*day*) of _____ (*month*) of _____ (*year*), in four original and official copies in the Spanish and English languages, all texts being equally authentic.

ON BEHALF OF THE CITY OF ISLA MUJERES, OF THE STATE OF QUINTANA ROO OF THE UNITED MEXICAN STATES

_____

AGAPITO MAGAÑA SANCHEZ
Mayor

ON BEHALF OF THE CITY OF ST. PETERSBURG, OF THE STATE OF FLORIDA OF THE UNITED STATES OF AMERICA

_____

RICK KRISEMAN
Mayor

Attest: _____

Chan Srinivasa, City Clerk

HONORARY WITNESSES

ON BEHALF OF THE CITY OF ISLA MUJERES, OF THE STATE OF QUINTANA ROO OF THE UNITED MEXICAN STATES

Sign: _____

Print: Consul Juan Sabines

ON BEHALF OF THE CITY OF ST. PETERSBURG, OF THE STATE OF FLORIDA OF THE UNITED STATES OF AMERICA

Sign: _____

Print: _____

Approved as to Content and Form:

_____
City Attorney (Designee)
By: _____
Assistant City Attorney

st.petersburg
www.stpete.org

MEMORANDUM

Council Meeting of April 21, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Appointment of Linda Friedman Ramirez as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2016. Confirmation of Appointment of Usha Prakash, and Erin Fabrizio as regular members to the International Relations Committee to serve an unexpired three-year term ending December 31, 2018,

I respectfully request that Council confirm the appointment of Linda Friedman Ramirez as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2016

I respectfully request that Council confirm the appointments of Usha Prakash, and Erin Fabrizio as regular members to the International Relations Committee to serve an unexpired three-year term ending December 31, 2018,

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment
cc: W. Atherholt, Director of Cultural Affairs

A RESOLUTION CONFIRMING THE APPOINTMENT OF REGULAR MEMBERS TO THE INTERNATIONAL RELATIONS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Linda Friedman Ramirez as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2016

BE IT FURTHER RESOLVED that Council confirms the appointments of Usha Prakash, and Erin Fabrizio as regular members to the International Relations Committee to serve an unexpired three-year term ending December 31, 2018,

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

_____

City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 21, 2016

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of March 3, March 10, and March 17, 2016 City Council meetings.

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON MARCH 3, MARCH 10, AND MARCH 17, 2016; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on March 3, March 10, and March 17, 2016 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

_____
City Attorney or Designee

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, March 3, 2016, AT 8:30 A.M.

****

Chair Foster called the meeting to order with the following members present: Darden Rice, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Karl Nurse, and Lisa Wheeler-Brown. Deputy Mayor Kanika Tomalin, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Michael Dema, Assistant City Attorney Mark Winn, City Clerk Chan Srinivasa and Senior Deputy Clerk Cathy E. Davis were also in attendance. Absent: Ed Montanari.

In connection with the approval of the meeting agenda, Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

DELETE	CB-3	Authorizing the Mayor, or his Designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
ADD	CB-7	Confirming the appointment of regular members to the Commission on Aging.
REVISE	E-3	Ordinance 217-H 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 Florida Statute 185.35.
REVISE	E-4	Ordinance 218-H amending Article 4, Chapter 22 of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System ('Plan') establishing a defined contribution plan in accordance with FS 175.351.

REVISE	E-7	Ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) creating NPUD-3 (Neighborhood Planned Unit Development-3) zoning district to allow multifamily structures as a residential housing type at a density not to exceed 5.0 units per acre. (City File LDR-2016-01) *[TITLE REVISION ONLY]*
ADD	F-5	City of Opportunity Progress Report – (Oral)
ADD	G-5	An Ordinance creating a new Section 27-146 of the St. Petersburg City Code related to Commercial Water Only Accounts; providing procedures to establish a Commercial Water Only Account; providing application criteria; providing for deposits, fees and charges; and providing for the revocation of Commercial Water Only Accounts.
REVISE	H-2	Referring to the Budget, Finance and Taxation Committee recommending approval of allocation of BP Funds to develop and establish a Climate Action Plan for the City of St. Petersburg. (Councilmember Gerdes)
INFO	H-4	Requesting a Resolution of Support seeking to host the Twenty-Third Annual Conference of the National Association of Civilian Oversight of Law Enforcement - Fall 2017. (Councilmember Kornell) (a) Supporting the proposal to host the twenty-third annual conference of the National Association for Civilian Oversight of Law Enforcement.
ADD	H-5	Referring to a Committee of the Whole a discussion on the funding of the installation of 3-5 Exercise Zones and Shade Shelters per zone at various parks from the Weeki Wachee Fund. (Councilmember Kennedy)
ADD	H-6	Referring to the Public Services and Infrastructure (PS&I) Committee a discussion and possible implementation of an education campaign regarding potential sources of lead contamination in houses. (Councilmember Kornell)
ADD	H-7	Requesting the Youth Services Committee schedule a session with the Juvenile Welfare Board (JWB) and Early Learning Coalition representatives as quickly as practical to see where targeted investments can impact the number of children who are behind when entering kindergarten. (Councilmember Nurse)
ADD	H-8	Requesting staff to make a presentation to City Council within 60 days outlining additional projects that could be funded with the additional TIF projections. (Councilmember Nurse)

INFO	I-1	Energy, Natural Resources & Sustainability Committee (2/18/16) (a) Approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor's Office (0001-020) for the establishment and implementation of a City-wide Tree Planting Program.
INFO	I-2	Budget, Finance & Taxation Committee (2/25/16)
INFO	I-3	Housing Services Committee (2/25/16)
ADD	J-1	Authorizing the City Attorney's Office to file a lawsuit against appropriate parties with respect to rights and permitting issues related to the annual Martin Luther King Jr. parade.
ADD		Council Workshop: Council Policy & Procedures (Thursday, February 25, 2016, 2:30 p.m., Room 100)

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Ed Montanari.

In connection with the approval of the Consent Agenda, Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolutions be adopted approving the attached Consent Agenda.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Ed Montanari.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Robert Reed, 9625 Ulmerton Road, Lot 210, Largo, expressed his concerns regarding the hit-and-run accident in which he was the victim.

2. Mike Milvain, 4340 45th Street South, spoke regarding the funding for the Skyway Marina District.

3. Jack Dougherty, 4601 34th Street South, spoke regarding the funding for the Skyway Marina District.

4. Keri Melshenker, 4601 34th Street South, spoke regarding the funding for the Skyway Marina District.

In connection with reports, Chris Ballestra from the City Development Administration gave a presentation regarding the 2016 Firestone Grand Prix of St. Petersburg.

Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

2016-83 A RESOLUTION PURSUANT TO SECTION THREE OF ORDINANCE NO. 702-G, AS AMEMDED, ESTABLISHING RACE DAYS FOR THE 2016 FIRESTONE GRAND PRIX OF ST. PETERSBURG DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call: Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Ed Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 211-H amending the St. Petersburg City Code; amending the comprehensive plan of the city of St. Petersburg, Florida; amending chapter 1, general introduction; amending chapter 2, vision element; amending chapter 3, future land use element; amending chapter 4, conservation element; amending chapter 5, coastal management element; amending chapter 6, transportation element; amending chapter 7, housing element; amending chapter 8, recreation and open space element; amending chapter 9, potable water sub element, sanitary sewer subelement and drainage subelement; amending chapter 10, capital improvements element; amending chapter 11, intergovernmental coordination element; amending chapter 12, historic preservation element; amending chapter 14, plan monitoring and evaluation element; providing for severability; and providing an effective date, the Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 211-H, entitled:

PROPOSED ORDINANCE NO. 211-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 1, GENERAL INTRODUCTION; AMENDING CHAPTER 2, VISION ELEMENT; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT; AMENDING CHAPTER 4, CONSERVATION ELEMENT; AMENDING CHAPTER 5, COASTAL MANAGEMENT ELEMENT; AMENDING CHAPTER 6, TRANSPORTATION ELEMENT; AMENDING CHAPTER 7, HOUSING ELEMENT; AMENDING CHAPTER 8, RECREATION AND OPEN SPACE ELEMENT; AMENDING

CHAPTER 9, POTABLE WATER SUBELEMENT, SANITARY SEWER SUBELEMENT AND DRAINAGE SUBELEMENT; AMENDING CHAPTER 10, CAPITAL IMPROVEMENTS ELEMENT; AMENDING CHAPTER 11, INTERGOVERNMENTAL COORDINATION ELEMENT; AMENDING CHAPTER 12, HISTORIC PRESERVATION ELEMENT; AMENDING CHAPTER 14, PLAN MONITORING AND EVALUATION ELEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final hearing

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 214-H amending the St. Petersburg City Code; providing for the amendment of the city code land development regulations; amending concurrency management for transportation and schools; amending standards for review of amendments to comprehensive plan and land development regulations, site plan review, and special exceptions; amending definitions; providing for severability; and providing an effective date, the Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 214-H, entitled:

PROPOSED ORDINANCE NO. 214-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR THE AMENDMENT OF THE CITY CODE LAND DEVELOPMENT REGULATIONS; AMENDING CONCURRENCY MANAGEMENT FOR TRANSPORTATION AND SCHOOLS; AMENDING STANDARDS FOR REVIEW OF AMENDMENTS TO COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS, SITE PLAN REVIEW, AND SPECIAL EXCEPTIONS; AMENDING DEFINITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 216-H amending the St. Petersburg City Code; prohibiting outdoor speakers in the right of way at buildings without a sidewalk café permit; requiring outdoor speakers to be permanently mounted; generally requiring speakers to be oriented away from doorways, residences and rights of way; correcting numbering inconsistencies; adding requirements for sidewalk café permits to show speakers on plans; and providing an effective date, the Chair asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Vicki Cooper-Naughton, 288 Beach Drive NE #10A, spoke in support of the ordinance.
2. Dr. Mack Hicks, 288 Beach Drive NE, spoke in support of the ordinance.
3. Blair Hennessey, 288 Beach Drive NE #9B, spoke in support of the ordinance.
4. Amber Wilson, 1850 Providence Lakes Boulevard, spoke in support of the ordinance.

Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 216-H, entitled:

PROPOSED ORDINANCE NO. 216-H

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE; PROHIBITING OUTDOOR SPEAKERS IN THE RIGHT OF WAY AT BUILDINGS WITHOUT A SIDEWALK CAFÉ PERMIT; REQUIRING OUTDOOR SPEAKERS TO BE PERMANENTLY MOUNTED; GENERALLY REQUIRING SPEAKERS TO BE ORIENTED AWAY FROM DOORWAYS, RESIDENCES AND RIGHTS OF WAY; CORRECTING NUMBERING INCONSISTENCIES; ADDING REQUIREMENTS FOR SIDEWALK CAFÉ PERMITS TO SHOW SPEAKERS ON PLANS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 217-H amending 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. 185.35; and providing an effective date, Chris Guella, Human Resources Director gave a presentation to Council regarding the plans for proposed Ordinance 217-H. The Chair asked if there were any persons present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 217-H, entitled:

PROPOSED ORDINANCE NO. 217-H

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. 185.35; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 218-H amending 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 Chair asked if there were any persons present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 218-H, entitled:

PROPOSED ORDINANCE NO. 218-H

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.

be adopted on second and final reading

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 219-H amending 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 Chair asked if there were any persons present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 219-H, entitled:

PROPOSED ORDINANCE NO. 219-H

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.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings the Clerk read the title of proposed Ordinance 220-H amending the 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 Chair asked if there were any persons present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 220-H, entitled:

PROPOSED ORDINANCE NO. 220-H

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.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with public hearings requesting that City Council consider support of a proposed ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) creating NPUD-3 (Neighborhood Planned Unit Development-3) zoning district to allow multifamily structures as a residential housing type at a density not to exceed 5.0 unit per acre, Craig Kilborn, representing Real Estate Asset Services, spoke to Council regarding the proposed ordinance.

Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that City Council consider support of a proposed ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) creating NPUD-3 (Neighborhood Planned Unit Development-3) zoning district to allow multifamily structures as a residential housing type at a density not to exceed 5.0 unit per acre and that the matter be deferred until the April 21, 2016 meeting.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

The Chair recessed the meeting at 9:42 a.m.

The Chair reconvened the meeting at 9:53 a.m.

In connection with reports, Nikki Capehart, Director of Urban Affairs gave a presentation to Council regarding the City of Opportunity Progress Report. No action was taken.

In connection with the Land Use and Transportation report presented by Councilmember Kennedy, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use and Transportation report presented by Councilmember Kennedy.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with the PSTA report presented by Councilmember Rice, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the PSTA report presented by Councilmember Rice.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with the Public Arts Commission report presented by Councilmember Kornell, Councilmember Kornell moved with the second of Councilmember Nurse that the following resolution adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Kornell.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

In connection with a report item regarding Project B6010841048 presented by Sophia Sorolis, Manager Economic Development, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

2016-84 A RESOLUTION RECOMMENDING THAT PROJECT B6010841048 ("PROJECT"), A CONFIDENTIAL PROJECT, PURSUANT TO SECTION 288.075, FLORIDA STATUTES BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA

STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $42,000 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2018, SUBJECT TO APPROPRIATION AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

The Clerk read the title of proposed Ordinances 716-L (City File FLUM-33) and 749-Z (City File FLUM-33). Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 17, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 716-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION FOR AN ESTIMATED 1.3 ACRE AREA LOCATED APPROXIMATELY 460-FEET WEST OF 34TH STREET NORTH, AT 2500 34TH STREET NORTH, FROM RESIDENTIAL MEDIUM TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 749-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING FOR AN ESTIMATED 1.3 ACRE AREA LOCATED APPROXIMATELY 460-FEET WEST OF 34TH STREET NORTH, AT 2500 34TH STREET NORTH, FROM NSM-1 (NEIGHBORHOOD SUBURBAN MULTIFAMILY-1) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND

PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

The Clerk read the title of proposed Ordinance 717-L (City File FLUM-34). Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 17, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 717-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF 9TH AVENUE NORTH AND 24TH STREET NORTH, AT 2331 9TH AVENUE NORTH, FROM INSTITUTIONAL TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Gerdes. Montanari.

The Clerk read the title of proposed Ordinance 222-H. Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 17, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE 222-H

AN ORDINANCE CREATING A NEW SECTION 27-146 OF THE ST. PETERSBURG CITY CODE RELATED TO COMMERCIAL WATER ONLY ACCOUNTS; PROVIDING PROCEDURES TO ESTABLISH A COMMERCIAL WATER ONLY ACCOUNT; PROVIDING APPLICATION CRITERIA; PROVIDING FOR DEPOSITS, FEES AND CHARGES;

PROVIDING FOR THE REVOCATION OF COMMERCIAL WATER ONLY ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

The Clerk read the title of proposed Ordinances 718-L (City File FLUM-35) and 750-Z (City File FLUM-35). Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 17, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 718-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION FOR AN ESTIMATED 0.29 ACRE PARCEL OF LAND, COMPRISED OF TWO LOTS, LOCATED ON THE SOUTH SIDE OF 77TH AVENUE NORTH, APPROXIMATELY 140-FEET EAST OF DR. MARTIN LUTHER KING JR. STREET NORTH, FROM PLANNED REDEVELOPMENT-RESIDENTIAL TO RESIDENTIAL/OFFICE GENERAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 750-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING FOR AN ESTIMATED 0.29 ACRE PARCEL OF LAND, COMPRISED OF TWO LOTS, LOCATED ON THE SOUTH SIDE OF 77TH AVENUE NORTH, APPROXIMATELY 140-FEET EAST OF DR. MARTIN LUTHER KING JR. STREET NORTH, FROM NT-1 (NEIGHBORHOOD TRADITIONAL-1) TO CRS-1 (CORRIDOR RESIDENTIAL SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

The Clerk read the title of proposed Ordinance 719-L (City File FLUM-37). Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting March 17, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 719-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 71ST STREET NORTH, APPROXIMATELY 365-FEET SOUTH OF 38TH AVENUE NORTH, FROM INSTITUTIONAL TO RESIDENTIAL URBAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider a discussion regarding increasing minority and female membership on city appointed volunteer boards and committees.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Gerdes moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance and Taxation Committee for consideration to consider recommending approval of allocation of BP Funds to develop and establish a Climate Action Plan for the City of St. Petersburg.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Kornell moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider a request that the City Council allocate $5,000 to hire a consultant to help put together design guidelines for the Skyway Marina District.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

2016-85 A RESOLUTION OF THE CITY OF ST. PETERSBURG SUPPORTING THE PROPOSAL TO HOST THE TWENTY-THIRD ANNUAL CONFERENCE OF THE NATIONAL ASSOCIATION FOR CIVILIAN OVERSIGHT OF LAW ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to a Committee of the Whole for consideration to consider a discussion on the funding of the installation of 3-5 Exercise Zones and Shade Shelters per zone at various parks from the Weeki Wachee Fund.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Youth Services Committee for consideration to consider scheduling a session with the Juvenile Welfare Board (JWB) and Early Learning Coalition representatives as quickly as practical to see where targeted investments can impact the number of children who are behind when entering kindergarten.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a new business item, Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request staff to make a presentation to City Council within 60 days outlining additional projects that could be funded with the additional TIF projections.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Energy, Natural Resources, and Sustainability Committee report presented by Councilmember Rice, Councilmember Rice moved with the second of Councilmember Nurse that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor's Office (0001-020) for the establishment and implementation of a City-wide Tree Planting Program and that the matter be deferred until the April 21, 2016 City Council Meeting.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Energy, Natural Resources, and Sustainability Committee report presented by Councilmember Rice, Councilmember Rice moved with the second of Councilmember Nurse that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Energy, Natural Resources, and Sustainability report presented by Councilmember Rice. Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Budget, Finance and Taxation report presented by Councilmember Kennedy, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation report presented by Councilmember Kennedy.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Housing Services Committee report presented by Councilmember Nurse, Councilmember Nurse moved with the second by Councilmember Wheeler-Brown that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing Services Committee report presented by Councilmember Nurse.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with a legal item, Councilmember Kennedy moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

2016-86 A RESOLUTION AUTHORIZING THE CITY ATTORNEY'S OFFICE TO FILE A LAWSUIT AGAINST APPROPRIATE PARTIES WITH RESPECT TO RIGHTS AND PERMITTING ISSUES RELATED TO A PARADE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Awards and Presentation portion of the agenda City Administrator Dr. Gary Cornwell presented a proclamation recognizing March 2016 as Bicycle Month.

In connection with the Awards and Presentation portion of the agenda Lucas Cruz, Pedestrian and Bicycle Facilitator was presented the 2015 Bicycle Professional of the Year award.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda A
March 3, 2016

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

NONE

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
March 3, 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.

2016-77 Awarding annual cooperative purchase agreements to Wesco Turf, Inc., Ruckus Investments LC d/b/a Quality Mowers, and Choo Choo Lawn Equipment Inc. for lawn and turf equipment, parts and service at a combined estimated annual cost of $163,000.

2016-78 Renewing a blanket purchase agreement with Thompson Consulting Services, LLC for disaster related reimbursement assistance consulting services; and authorizing the Mayor or Mayor's Designee to execute all documents necessary to effectuate the transaction.

~~Authorizing the Mayor, or his Designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)~~ *[DELETED]*

2016-79 Authorizing the Mayor, or his Designee, to execute a thirty-six (36) month Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, for the use of thirty (30) parking spaces at the Port of St. Petersburg. (Requires affirmative vote of at least six (6) members of City Council.)

2016-80 Authorizing the Mayor, or his Designee, to execute a First Amendment to License Agreement with Main Street Wheel Works, LLC, d/b/a Wheel Fun Rentals, a Florida limited liability company, to extend its use of parking spaces within the Beach Drive Parking Lot ("Premises") for conducting a wheel rental business to provide recreational activity to the general public for a period of one (1) year for a monthly base rent of $240.00, with the right to request use of the Premises for an additional term of (1) year. (Requires affirmative vote of at least six (6) members of City Council.)

2016-81 Approving the City Council minutes of the December 3, December 10, and December 17, 2015 City Council meetings.

2016-82 Confirming the appointment of regular members to the Commission on Aging.

There being no further business, the Chair adjourned the meeting at 12:18 p.m.

_____
Amy Foster, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, March 10, 2016, AT 3:00 P.M.

****

Chair Amy Foster called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Darden Rice, Steven Kornell, Karl Nurse, Lisa Wheeler-Brown, and Amy Foster. City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell and City Clerk Chan Srinivasa were also in attendance. Absent. Montanari.

In connection with the approval of the meeting agenda, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with reports, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider analyzing the St. Petersburg Downtown Partnership Looper Funding and Possible Expansion Report.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Awards and Presentations portion of the agenda the Lakewood High School Jazz Band gave a performance to Council.

In connection with the Awards and Presentations portion of the agenda Principal Kristy Moody and Assistant Principal Brandie Williams-Macon from Douglas Jamerson Elementary School spoke to Council regarding diversity and excellence in student achievement at Douglas Jamerson Elementary School.

In connection with the Awards and Presentations portion of the agenda Catalina Small and Jessica Baugher gave a presentation to Council regarding the International Relations Committee 2015 Student Ambassadors trip to Takamatsu, Japan.

In connection with the Awards and Presentations portion of the agenda Deputy Mayor Kanika Tomlin proclaimed March 4, 2016 as Junior League of St. Petersburg Day.

In connection with the Awards and Presentations portion of the agenda City Administrator Dr. Gary Cornwell proclaimed the week of March 3, 2016 through March 12, 2016 as Special Olympics Week.

In connection with the Awards and Presentations portion of the agenda Mike Jeffries, Parks and Recreation Department gave a presentation to Council regarding the recognition of the Parks and Recreation Department's attainment of national agency accreditation conferred by the Commission for Accreditation of Park and Recreation Agencies.

There being no further business, the Chair adjourned the meeting at 4:24 p.m.

_____
Amy Foster, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, March 17, 2016, AT 3:00 P.M.

****

Chair Amy Foster called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Brown, and Amy Foster. City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Administrator Gary Cornwell, City Clerk Chan Srinivasa, and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. Ed Montanari.

In connection with the approval of the meeting agenda, Councilmember Rice moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

MOVED	CA-1	Approving the purchase of vehicles from Duval Ford, LLC for the Fleet Management Department at a total cost of $1,939,909. [MOVED TO REPORTS AS E-5]
MOVED	CB-1	Approving the purchase of replacement trucks from Alan Jay Ford Lincoln, Mercury Inc., for the Fleet Management Department at a total cost of $483,105.35. [MOVED TO REPORTS AS E-6]
MOVED	CB-4	Approving the purchase of replacement trucks from Alan Jay Chevrolet-Cadillac, Inc. for the Fleet Management Department at a total cost of $336,367.60. [MOVED TO REPORTS AS E-7]
DELETE	CB-5	Awarding three-year blanket purchase agreements to ACO Cleaning Services LLC., All Kleen/Clean Sweep Floor Care, L.L.C.; and Dazser-TPA Corporation d/b/a Jani-King of Tampa Bay for custodial services at an estimated annual cost of $97,000.
MOVED	CB-8	Approving the purchase of replacement vehicles from WBG Enterprises, LLC for the Fleet Management Department at a total cost of $145,551.15. [MOVED TO REPORTS AS E-8]

ADD	CB-14	Authorizing the Mayor, or his Designee, to execute a Second Amendment to Parking Lot Sublease Agreement with Personal Enrichment through Mental Health Services, Inc. to reduce the subleased premises to accommodate the location of a Police Department satellite office. [MOVED TO REPORTS AS E-9]
ADD	CB-17	Approving the University Center Subdivision Partial Replat being a replat of Lots 2, 3 and 4 of University Center Subdivision as recorded in Plat Book 126, Pages 11, 12 and 13, generally located at 330 3rd Street South; and setting forth conditions for approval. (City File No. 13-20000005)
ADD		Requesting to appear before City Council to discuss a request for a Stop Work Order, pursuant to sec. 16.30.070.2.10. of the Code of St. Petersburg, for the Central National Bank and Pheil Hotel buildings in the 400 Block of Central Avenue.
REVISE	D-1	Ordinance amending Sections 26-259 through 262 of the St. Petersburg City Code, providing for additional regulations for the Public Utility Bicycle Programs and Parking Stations in the right-of-way. *[Revised Ordinance and Public Hearing date as April 7, 2016]*
ADD	D-2	Ordinance granting to Peoples Gas System, Inc., its successors and assigns, a non-exclusive franchise to use the public streets, alleys, highways, waterways, bridges, easements, and other public places of the City of St. Petersburg for the construction, maintenance and operation of a natural gas distribution system, with all necessary or desirable appurtenances, for delivery of natural gas in the City of St. Petersburg and prescribing the terms and conditions under which said non-exclusive rights, privileges and franchises may be exercised; and providing for severability.
ADD	D-3	Ordinance amending Chapter 17, Article X of the City Code; modifying the procedures for granting Ad Valorem tax exemptions to provide for consistency with State Statutes; and providing for additional clarifying language.
DELETE	E-2	Tampa Bay Regional Planning Council - (Oral) (Vice-Chair Rice)
INFO	E-3	Mahaffey Theater Management Agreement and Related Matters - (Oral)
DELETE	E-4	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.

ADD	E-10	Florida SUNTrail Network Criteria and Opportunities for the Pinellas Trail with Bicycle and Pedestrian Improvements on San Martin Boulevard. (Oral) (a) Requesting the Florida Department of Transportation (FDOT) to adopt eligibility and selection criteria for the SUNTrail Network as presented to the public in March 2016; requesting FDOT to work collaboratively with the Florida Greenways and Trail Council to prioritize funding the completion of the Southwest Coastal Regional Trail that includes portions of the Pinellas Trail in St. Petersburg and Pinellas County; and instructing the City Clerk to transmit a copy of this resolution to certain entities and people. (b) Requesting the Pinellas County Board of County Commissioners (PCBCC) to implement the recommendations for the project development and environment study for the San Martin Bridge over Riviera Bay that includes a portion of the Pinellas Trail in St. Petersburg in a timely manner; requesting PCBCC to develop a Capital Improvement Project for San Martin Boulevard from Fourth Street to Gandy Boulevard that will provide for the safe and efficient movement of all transportation users, including bicyclists and pedestrians; and instructing the City Clerk to transmit a copy of this resolution to certain entities and people.
ADD	F-1	Requesting Legal to draft a resolution requiring the Florida State Legislators salary to be based on their SAT and ACT scores.
INFO	G-1	Budget, Finance & Taxation Committee (3/10/16 and 3/17/16) (a) Authorizing the acceptance of the property insurance coverage proposal submitted by Brown and Brown Inc. (b) Authorizing the acceptance of the property insurance coverage proposal submitted by Brown and Brown Inc.
INFO	G-2	Public Services & Infrastructure (3/10/16)
DELETE	G-4	Energy, Natural Resources & Sustainability Committee (3/17/16)
ADD	G-5	Co-Sponsored Events Committee (3/3/16) (a) Resolution in accordance with City Code Section 21-38(d) exempting Tampa Bay Caribbean Carnival (Albert Whitted Park), Slightly Stoopid Concert (Vinoy Park), Ribfest (Vinoy Park), 95.7 Beats By the Bay (Vinoy Park), Chillounge Night (North Straub Park), St. Pete Wine and Food Festival (North Straub Park), Rotary Club Illuminated Boat Parade (Vinoy Park), and Crab and Music Festival (Vinoy Park) from the beer

and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at their respective venues, during their events as set forth herein.

(b) Resolution approving events for co-sponsorship in name only by the City for FY2016 and FY2017; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Generation Food Truck, Inc., Paragon Fine Arts Festivals, Inc., Yachting Promotions, Inc., Local Shopper, LLC., Times Publishing Company, iHeartMedia + Entertainment, Inc., Design Ofresco Corp., Beach Drive Events, LLC; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(c) Resolution waiving the six month requirement of section "D" of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Advantage Village Academy, Inc., Heroes of the St. Pete Police, Inc., Chart411, Inc.; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(d) An Ordinance providing for the sale and consumption of alcoholic beverages in Williams Park on April 23, 2016.

(e) An Ordinance providing for the sale and consumption of alcoholic beverages in Williams Park on February 18, 2017.

REVISE I-4 ~~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.~~

~~(a) Ordinance 717-L amending the Future Land Use Map designation from Institutional to Planned Redevelopment Mixed Use~~

~~(b) Resolution requesting an amendment to the Councilwide Plan Map, as described above, to comply with the requirement of the Pinellas Planning Council and Pinellas County Board of Commissioners.~~

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.

REVISE I-6 ~~Amending the Future Land Use Map designation of an estimated 1.38 acre subject property, located on the east side of 71st Street North, approximately 365 feet south of 38th Avenue North, immediately~~

~~south of the First Church of Brethren property, located at 3651 71st Street North. (City File FLUM-37)~~

~~(a) Resolution requesting an amendment to the Countywide Plan Map, as described above, to comply with the requirement of the Pinellas Planning Council and Pinellas County Board of County Commissioners.~~

Amending the Future Land Use Map designation of an estimated 1.38 acre subject property, located on the east side of 71st Street North, approximately 365-feet south of 38th Avenue North, immediately south of the First Church of Brethren property, located at 3651 71st Street North. (City File FLUM-37)

(a) Ordinance 719-L Amending The Future Land Use Element of the Comprehensive Plan; Changing the Land Use Designation of Property Generally Located On The East Side of 71st Street North, Approximately 365-Fee South of 38th Avenue North, From Institutional To Residential Urban.

(b) Resolution requesting an amendment to the Countywide Plan Map, as described above, to comply with the requirement of the Pinellas Planning Council and Pinellas County Board of County Commissioners.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Councilmember Kennedy that the following resolutions be adopted approving the attached Consent Agenda.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Danielle Asta, 489 11th Avenue North, spoke in opposition of the demolition of the Pheil Building.
2. Kyle Connor, 300 Sunset Drive South, presented a video regarding lead contamination in the City's water main.
3. Allen Connor, 300 Sunset Drive South, spoke regarding lead contamination in the City's water supply.
4. Burt Kline, 1012 North Shore Drive NE, Apt. 52, spoke regarding the demolition of the Pheil Building.
5. Dr. Basha Jordan, 2225A Corinne Court South, spoke regarding public safety and recent homicides in St. Petersburg.

6. Cathy Harrelson, 1527 5th Street North, spoke regarding sustainability practices in St. Petersburg.
7. Mark Tong, 7401 Central Avenue, spoke regarding support for the issuance of the historic property ad valorem tax exemption for Crystal Bay Hotel.

In connection with the Correspondence portion of the agenda requesting to discuss a request for a Stop Work Order pursuant to sec. 16.30.070.2.10 of the Code of St. Petersburg for the Central National Bank and Pheil Hotel buildings in the 400 Block of Central Avenue, the Chair asked if there were any person(s) wishing to be heard, the following person(s) came forward:

1. Howard Hansen, 3810 20th Avenue North, spoke in support of issuing the stop work order.
2. Albert Scafati, 1 Beach Drive SE #1014, spoke in opposition of issuing the stop work order.
3. Paul Carder, 31 5th Street South, spoke in opposition of issuing the stop work order.
4. Joni James, 244 2nd Avenue North #201, spoke in opposition of issuing the stop work order.
5. Baird Lefter, 136 22nd Avenue Southeast, spoke in opposition of issuing the stop work order.
6. Travis Norton, 100 2nd Avenue North, spoke in opposition of issuing the stop work order.
7. Joe Reed, 705 16th Avenue Northeast, spoke in support of issuing the stop work order.
8. Lee Allen, 926 18th Avenue Northeast, spoke in opposition of issuing the stop work order.
9. Sonja Kahkonen, 1020 15th Street North, spoke in support of issuing the stop work order.
10. David Snyder, 1020 East Beach Road, Antimony, UT 84712, spoke in opposition of issuing the stop work order.
11. Don Mastry, spoke in opposition of issuing the stop work order.
12. Peter Belmont, 102 Fareham Place North, spoke in support of issuing the stop work order.

In connection with the reports, Joe Zeoli, Big 3 Entertainment presented the Mahaffey Theater Management Agreement and Related Matters report. Councilmember Kennedy moved with the second of Councilmember Rice that the following resolutions be adopted:

2016-107 A RESOLUTION APPROVING A REIMBURSEMENT IN THE AMOUNT OF $184,065.56 TO BIG 3 ENTERTAINMENT, LLC ("BIG 3") FOR COSTS TO RENOVATE AND UPGRADE THE LEVEL TWO AND LEVEL THREE BOX SEATS IN THE MAHAFFEY THEATER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

2016-108 A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BIG 3 ENTERTAINMENT, LLC DATED JUNE 23, 2011, AS AMENDED; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

2016-109 A RESOLUTION APPROVING THE AMENDED AND RESTATED MANAGEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND BIG 3 ENTERTAINMENT, LLC ("BIG 3") TO EXTEND THE TERM AND CHANGE OTHER TERMS AND CONDITIONS RELATED TO THE MANAGEMENT, OPERATION, MAINTENANCE AND MARKETING OF THE MAHAFFEY THEATER FACILITY; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AMENDED AND RESTATED AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Budget, Finance and Taxation report presented by Councilmember Kennedy, Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolutions be adopted:

2016-110 A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PROPERTY INSURANCE COVERAGE PROPOSAL SUBMITTED BY BROWN AND BROWN INC; AND PROVIDING AN EFFECTIVE DATE.

2016-111 A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PROPERTY INSURANCE COVERAGE PROPOSAL SUBMITTED BY BROWN AND BROWN INC; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Budget, Finance and Taxation report presented by Councilmember Kennedy, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

2016-112 A RESOLUTION APPROVING THE SHORT-LIST OF OFFERORS AND AUTHORIZING THE BUDGET, TAXATION AND FINANCE COMMITTEE TO PROCEED WITH PRESENTATIONS AND EVALUATION OF OFFERORS FOR AN AGREEMENT FOR EXTERNAL AUDIT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Budget, Finance and Taxation report presented by Councilmember Kennedy, Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance, and Taxation Committee report presented by Councilmember Kennedy.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Public Services and Infrastructure report presented by Councilmember Kornell, Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-113 A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $5,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO PLANNING AND ECONOMIC DEVELOPMENT ADMINISTRATION (3701537) TO FUND THE DEVELOPMENT OF DESIGN GUIDELINES FOR THE SKYWAY MARINA DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with the Public Services and Infrastructure report presented by Councilmember Steve Kornell, Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Service and Infrastructure report presented by Councilmember Kornell.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with reports, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

2016-114 A RESOLUTION APPROVING THE PURCHASE OF 13 REPLACEMENT TRUCKS FROM ALAN JAY FORD LINCOLN MERCURY INC. AT A TOTAL COST NOT TO EXCEED $483,105.35 FOR THE FLEET MANAGEMENT DEPARTMENT, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NOS. 15-13-0904 AND 15-23-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS

NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with reports, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

2016-115 A RESOLUTION APPROVING THE PURCHASE OF 10 REPLACEMENT TRUCKS FROM ALAN JAY CHEVROLET-CADILLAC, INC. AT A TOTAL COST NOT TO EXCEED $336,367.60 FOR THE FLEET MANAGEMENT DEPARTMENT, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NOS. 15-13-0904 AND 15-23-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with reports, Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

2016-116 A RESOLUTION APPROVING THE PURCHASE OF 5 REPLACEMENT VEHICLES FROM WBG ENTERPRISES, LLC AT A TOTAL COST NOT TO EXCEED $145,551.15 FOR THE FLEET MANAGEMENT DEPARTMENT, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NOS. 15-23-0904: AUTHORIZING THE MAYOR OR MAYORS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with reports, Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2016-117 A RESOLUTION APPROVING THE PURCHASE OF 13 VEHICLES FROM DUVAL FORD, LLC, AT A TOTAL COST NOT TO EXCEED $283,072 FOR THE FLEET MANAGEMENT DEPARTMENTS, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. 15-23-0904; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS

NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

2016-118 A RESOLUTION APPROVING THE PURCHASE OF 49 SUV POLICE VEHICLES FROM DUVAL FORD, LLC, AT A TOTAL COST NOT TO EXCEED $1,656,837.00 FOR THE FLEET MANAGEMENT DEPARTMENT, UTILIZING FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. 15-23-0904; REQUESTING CITY ADMINISTRATION REPORT BACK TO CITY COUNCIL WITHIN SIXTY (60) DAYS FROM ADOPTION OF THIS RESOLUTION REGARDING POTENTIAL IMPROVEMENTS FOR VEHICLE FUEL CONSERVATION AND COST SAVINGS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 223-H. The Chair asked if there was any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 7, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 223-H

AN ORDINANCE AMENDING SECTIONS 26-259 THROUGH 262 OF THE ST. PETERSBURG CITY CODE; PROVIDING FOR ADDITIONAL REGULATIONS FOR PUBLIC UTILITY BICYCLE PROGRAMS AND PARKING STATIONS IN THE RIGHT OF WAY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 224-H. The Chair asked if there was any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 7, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 224-H

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE THE PUBLIC STREETS, ALLEYS, HIGHWAYS, WATERWAYS, BRIDGES, EASEMENTS, AND OTHER PUBLIC PLACES OF THE CITY OF ST. PETERSBURG FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A NATURAL GAS DISTRIBUTION SYSTEM, WITH ALL NECESSARY OR DESIRABLE APPURTENANCES, FOR DELIVERY OF NATURAL GAS IN THE CITY OF ST. PETERSBURG AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID NON-EXCLUSIVE RIGHTS, PRIVILEGES AND FRANCHISES MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 225-H. The Chair asked if there was any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 7, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 225-H

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE X OF THE CITY CODE; MODIFYING THE PROCEDURES FOR GRANTING AD VALOREM TAX EXEMPTIONS TO PROVIDE FOR CONSISTENCY WITH STATE STATUTES; PROVIDING FOR ADDITIONAL CLARIFYING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with reports, Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

2016-119 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO PARKING LOT SUBLEASE AGREEMENT WITH PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC. TO REDUCE THE SUBLEASED PREMISES TO ACCOMMODATE THE LOCATION OF A POLICE DEPARTMENT SATELLITE OFFICE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with public hearings, the Chair asked if there were any person(s) wishing to speak, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2016-120 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1561; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

2016-121 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1209 ("SEC 1209") 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.

2016-122 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 435 ("DMO NO. 435") 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.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with public hearings regarding proposed Ordinance 222-H creating a new Section 27-146 of the St. Petersburg City Code related to commercial water only accounts; providing procedures to establish a commercial water only account; providing application criteria;

providing for deposits, fees and charges; providing for the revocation of commercial water only accounts; and providing an effective date, the Clerk read the title of proposed Ordinance 222-H. The Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 222-H, entitled:

PROPOSED ORDINANCE NO. 222-H

AN ORDINANCE CREATING A NEW SECTION 27-146 OF THE ST. PETERSBURG CITY CODE RELATED TO COMMERCIAL WATER ONLY ACCOUNTS; PROVIDING PROCEDURES TO ESTABLISH A COMMERCIAL WATER ONLY ACCOUNT; PROVIDING APPLICATION CRITERIA; PROVIDING FOR DEPOSITS, FEES AND CHARGES; PROVIDING FOR THE REVOCATION OF COMMERCIAL WATER ONLY ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with public hearings the Clerk read the proposed 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; 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. Rick MacAuley, Planner II, Economic Development requested that Council continue the Public Hearing for proposed Ordinance 215-H for another 30 days and be placed on the April 21, 2016 City Council Meeting agenda, as they are still waiting for signatures from (HCA) Hospital Corporation of America.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 215-H, entitled be continued to the April 21, 2016 City Council Meeting.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with public hearings regarding City File FLUM-34 amending the Future Land Use Map designation of two parcels of land, an estimated 3.13 acres in size, located on the northeast corner of 9th Avenue North and 24th Street North, at 2331 9th Avenue North, the Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 717-L, entitled:

PROPOSED ORDINANCE NO. 717-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF 9TH AVENUE NORTH AND 24TH STREET NORTH, AT 2331 9TH AVENUE NORTH, FROM INSTITUTIONAL TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

Councilmember Gerdes moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

2016-123 A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Montanari.

In connection with public hearings regarding City File FLUM-37 amending the Future Land Use Map designation of an estimated 1.38 acre subject property, located on the east side of 71st Street North, approximately 365-feet south of 38th Avenue North, immediately south of the

First Church of the Brethren property, located at 3651 71st Street North, the Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 719-L, entitled:

PROPOSED ORDINANCE NO. 719-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 71ST STREET NORTH, APPROXIMATELY 365-FEET SOUTH OF 38TH AVENUE NORTH, FROM INSTITUTIONAL TO RESIDENTIAL URBAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

2016-124 A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with public hearings, the Clerk read the title of proposed Ordinance 720-L (City File FLUM-32-A).

Rick MacAuley, Economic and Planning Department gave a presentation to Council regarding Target Employment Centers. The Chair asked if there were any person(s) wishing to be heard, the following person(s) came forward:

1. Debra Roman, 4420 13th Way NE, spoke in opposition to the Ordinance as written.

2. Karen Higgins, 3190 Tyrone Boulevard, spoke in opposition to the Ordinance.
3. Maria Hasbun, 1263 Jungle Avenue North, spoke regarding the ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 19, 2016 as the second reading and second public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE 720-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE FUTURE LAND USE MAP DESIGNATIONS IN FOUR AREAS OF THE CITY, GENERALLY DESCRIBED AS THE CSX RAIL CORRIDOR, GATEWAY AREA, A PORTION OF THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA, AND THE TYRONE INDUSTRIAL PARK, AND MORE SPECIFICALLY IDENTIFIED IN THE ATTACHED EXHIBITS, BY ADDING THE TARGET EMPLOYMENT CENTER (TEC) OVERLAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PORTIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 19, 2016 as the second reading and second public hearing date for the following proposed Resolution:

2016-125 A RESOLUTION TRANSMITTING A PROPOSED COMPREHENSIVE PLAN AMENDMENT FOR STATE, REGIONAL AND COUNTY REVIEW AS REQUIRED BY THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

The Clerk administered the oath to those present wishing to present testimony in connection with the quasi-judicial proceedings.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the titles of proposed Ordinance(s) 716-L and 749-Z. Rick MacAuley ,Planner II, Economic Development gave a presentation to Council regarding amending the Future Land Use and zoning Map designation of an estimated 1.3 acre subject property, located approximately 460-feet west of 34th Street North, at 2500 34 Street North on the south side of 77th Avenue North (City File FLUM-33). The Chair asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Carlos Yepes, 300 Beach Drive NE, spoke in support of City File FLUM-33.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 716-L and 749-Z, entitled:

PROPOSED ORDINANCE NO. 716-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION FOR AN ESTIMATED 1.3 ACRE AREA LOCATED APPROXIMATELY 460-FEET WEST OF 34TH STREET NORTH, AT 2500 34TH STREET NORTH, FROM RESIDENTIAL MEDIUM TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 749-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING FOR AN ESTIMATED 1.3 ACRE AREA LOCATED APPROXIMATELY 460-FEET WEST OF 34TH STREET NORTH, AT 2500 34TH STREET NORTH, FROM NSM-1 (NEIGHBORHOOD SUBURBAN MULTIFAMILY-1) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2016-126 A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with Quasi-Judicial Proceedings the Clerk read the titles of proposed Ordinances 718-L and 749-Z. Rick MacAulay gave a presentation to Council regarding amending the Future Land Use and Zoning Map designation of a 0.29 acre subject property comprised on two lots, located approximately 140-feet east of Dr. Marin Luther King Jr. Street North. (City File FLUM-35). The Chair asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Kennedy that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 718-L and 750-Z, entitled:

PROPOSED ORDINANCE NO. 718-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE LAND USE DESIGNATION FOR AN ESTIMATED 0.29 ACRE PARCEL OF LAND, COMPRISED OF TWO LOTS, LOCATED ON THE SOUTH SIDE OF 77TH AVENUE NORTH, APPROXIMATELY 140-FEET EAST OF DR. MARTIN LUTHER KING JR. STREET NORTH, FROM PLANNED REDEVELOPMENT-RESIDENTIAL TO RESIDENTIAL/ OFFICE GENERAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 750-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING FOR AN ESTIMATED 0.29 ACRE PARCEL OF

LAND, COMPRISED OF TWO LOTS, LOCATED ON THE SOUTH SIDE OF 77TH AVENUE NORTH, APPROXIMATELY 140-FEET EAST OF DR. MARTIN LUTHER KING JR. STREET NORTH, FROM NT-1 (NEIGHBORHOOD TRADITIONAL-1) TO CRS-1 (CORRIDOR RESIDENTIAL SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

Councilmember Rice moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-127 A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Kornell. Montanari.

In connection with reports, Councilmember James R. Kennedy, Jr. gave a presentation regarding the Florida SUNTrail Network Criteria and Opportunities for the Pinellas Trail with Bicycle and Pedestrian Improvements on San Martin Boulevard projects. The Vice-Chair asked if there were any person(s) wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Rice that the following resolutions be adopted:

2016-128 A RESOLUTION REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ADOPT ELIGIBILITY AND SELECTION CRITERIA FOR THE SUNTRAIL NETWORK AS PRESENTED TO THE PUBLIC IN MARCH 2016; REQUESTING FDOT TO WORK COLLABORATIVELY WITH THE FLORIDA GREENWAYS AND TRAILS COUNCIL TO PRIORITIZE FUNDING THE COMPLETION OF THE SOUTHWEST COASTAL REGIONAL TRAIL THAT INCLUDES PORTIONS OF THE PINELLAS TRAIL IN ST. PETERSBURG AND PINELLAS COUNTY; INSTRUCTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; AND PROVIDING AN EFFECTIVE DATE.

2016-129 A RESOLUTION REQUESTING THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS (PCBCC) TO IMPLEMENT THE RECOMMENDATIONS FOR THE PROJECT DEVELOPMENT AND

ENVIRONMENT STUDY FOR THE SAN MARTIN BRIDGE OVER RIVIERA BAY THAT INCLUDES A PORTION OF THE PINELLAS TRAIL IN ST. PETERSBURG IN A TIMELY MANNER; REQUESTING PCBCC TO DEVELOP A CAPITAL IMPROVEMENT PROJECT FOR SAN MARTIN BOULEVARD FROM FOURTH STREET TO GANDY BOULEVARD THAT WILL PROVIDE FOR THE SAFE AND EFFICIENT MOVEMENT OF ALL TRANSPORTATION USERS, INCLUDING BICYCLISTS AND PEDESTRIANS; INSTRUCTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Foster. Kornell. Montanari.

In connection with the Co-Sponsored Events Committee report presented by Councilmember Gerdes, the Clerk read the titles of proposed Ordinances 226-H and 227-H. The Chair asked if there were any person(s) wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Kornell that the following resolutions be adopted:

2016-130 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING TAMPA BAY CARIBBEAN CARNIVAL (ALBERT WHITTED PARK), SLIGHTLY STOOPID CONCERT (VINOY PARK), RIBFEST (VINOY PARK), 95.7 BEATS BY THE BAY (VINOY PARK), CHILLOUNGE NIGHT (NORTH STRAUB PARK), ST PETE WINE AND FOOD FESTIVAL (NORTH STRAUB PARK), ROTARY CLUB ILLUMINATED BOAT PARADE (VINOY PARK), AND CRAB AND MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38 (D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED AND/OR CONSUMED AT THEIR RESPECTIVE VENUES, DURING THEIR EVENTS AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2016-131 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2016 AND FY2017; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY GENERATION FOOD TRUCK, INC., PARAGON FINE ARTS FESTIVALS, INC., YACHTING PROMOTIONS, INC., LOCAL SHOPPER, LLC., TIMES PUBLISHING COMPANY, IHEARTMEDIA + ENTERTAINMENT, INC., DESIGN OFRESCO CORP., BEACH DRIVE EVENTS, LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

2016-132 A RESOLUTION WAIVING THE SIX MONTH REQUIREMENT OF SECTION "D" OF RESOLUTION NO. 2000-562, AND PAYMENT OF THE WAIVER FEE REQUIRED BY CITY COUNCIL RESOLUTION NO. 2009-353 AS TO ADVANTAGE VILLAGE ACADEMY, INC., HEROES OF THE ST. PETE POLICE, INC, CHART411, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Foster. Kornell. Montanari.

Councilmember Kennedy moved with the second of Councilmember Wheeler-Brown that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 7, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 226-H

AN ORDINANCE PROVIDING FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN WILLIAMS PARK ON APRIL 23, 2016; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Foster. Kornell. Montanari.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 7, 2016 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 227-H

AN ORDINANCE PROVIDING FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN WILLIAMS PARK ON FEBRUARY 18, 2017; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Foster. Kornell. Montanari.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report presented by Councilmember Gerdes.

Roll Call. Ayes. Gerdes. Kennedy. Nurse. Rice. Wheeler-Brown. Nays. None. Absent. Foster. Kornell. Montanari.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda A
March 17, 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.

1. ~~Approving the purchase of vehicles from Duval Ford, LLC for the FleetManagement Department at a total cost of $1,939,909.~~ *[MOVED TO REPORTS AS E-5]*

2016-87

2. Renewing a blanket purchase agreement with T. Wayne Hill Trucking, Inc. for bio solids removal and disposal for the Water Resources Department at an estimated annual cost of $582,600.

2016-88

3. Renewing a blanket purchase agreement with H & H Liquid Sludge Disposal, Inc.for bio solids removal and disposal for the Water Resources Department at an estimated annual cost of $568,200.

2016-89

4. Awarding a three-year blanket purchase agreement to St. Petersburg College, a sole source supplier, for Police cadet training for the Police Department in an estimated annual amount of $408,900.

2016-90

5. Accepting a proposal from Sun Life Assurance Company of Canada (Sun Life) for aggregating specific stop loss insurance coverage for the Human Resources Department at an estimated annual premium of $600,466; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
March 17, 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.

1. ~~Approving the purchase of replacement trucks from Alan Jay Ford Lincoln, Mercury Inc., for the Fleet Management Department at a total cost of $483,105.35.~~ *[MOVED TO REPORTS AS E-6]*

2016-91

2. Awarding a contract to SGS Contracting Services, Inc. for the Northeast Water Reclamation Facility (NEWRF) Clarifier No. 4 Rehabilitation for the Water Resources Department at a total cost of $432,231.

2016-92

3. Approving the purchase of generators for the Fleet Management Department from Ring Power Corporation at a total cost of $379,513.80.

4. ~~Approving the purchase of replacement trucks from Alan Jay Chevrolet-Cadillac, Inc. for the Fleet Management Department at a total cost of $336,367.60.~~ *[MOVED TO REPORTS AS E-7]*

5. ~~Awarding three-year blanket purchase agreements to ACO Cleaning Services LLC., All Kleen/Clean Sweep Floor Care, L.L.C.; and Dazser-TPA Corporation d/b/a Jani-King of Tampa Bay for custodial services at an estimated annual cost of $97,000.~~ [DELETED]

2016-93

6. Renewing blanket purchase agreements with Escot Bus Lines, LLC, Limosouth, Inc. dba Carey Limousine of Tampa Bay, and The Looper Group, Inc. for transportation services for the Transportation and Parking Management Department for a combined estimated annual amount not to exceed $265,000.

2016-94

7. Awarding a contract to Creative Mailbox Designs, LLC., dba Creative Sign Designs in an amount not to exceed $200,000 for the Mahaffey Theater Entryway Marquee (Engineering Project No. 15216-019; Oracle Project No. 14659); and providing an effective date.

8. ~~Approving the purchase of replacement vehicles from WBG Enterprises, LLC for the Fleet Management Department at a total cost of $145,551.15.~~ *[MOVED TO REPORTS AS E-8]*

16-95 9. Awarding a one-year blanket purchase agreement to Bright House Networks, LLC for Internet Services, Fiber Optic (SCADA) for the Water Resources Department at an estimated cost of $123,000.

2016-96 10. Approving the purchase of replacement four-door sedans from Alan Jay Nissan, Inc. for the Fleet Management Department at a total cost of $114,021.80.

2016-97 11. Renewing a blanket purchase agreement with Public Financial Management Inc. for financial advisory services for the Finance Department at an estimated annual premium of $109,500.

12. Approving issuance of the historic property ad valorem tax exemption for the following properties and forwarding to the Pinellas County Board of County Commissioners.

2016-98 a) The Elwyn Residence (Blair House, located at 836 – 16th Avenue Northeast. (City File AVT #13-90400001)

2016-99 b) The Crystal bay Hotel (Sunset Hotel), located at 7401 Central Avenue. (City File AVT #14-90400008)

2016-100 c) The Hanson/Lucas Residence, located at 936 – 18th Avenue Northeast. (City File AVT #14-90400007)

2016-101 d) The Ulrich Residence (Thomas Whitted House), located at 656 – 1st Street North. (City File AVT #15-90400001)

2016-102 e) The Everett Residence (Henry Bryan House), located at 1224 Dr. martin Luther King Jr. Street South. (City File AVT #14-90400009)

2016-103 13. Authorizing the Mayor, or his Designee, to execute a License Agreement with Doo's Amazing Segway Tours, LLC, a Florida limited liability company, for conducting operations in conjunction with a Segway electric vehicle tour business for the general public within the Dolphin Parking Lot for a period of one (1) year for a monthly rent of $250.00; 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).

14. ~~Authorizing the Mayor, or his Designee, to execute a Second Amendment to Parking Lot Sublease Agreement with Personal Enrichment through Mental Health Services, Inc. to reduce the subleased premises to accommodate the location of a Police Department satellite office.~~ *[MOVED TO REPORTS AS E-9]*

2016-104

15. Authorizing the Mayor or his designee to accept $115,700 from Pinellas County (County) as the City's share of the FY2015 Edward Byrne Memorial Justice Assistance Grant (JAG) to continue funding of law enforcement initiatives as set forth in the County's grant application, and to execute all documents necessary to effectuate this transaction; and approving a supplemental appropriation in the amount of $115,700 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2015 Project (TBD).

2016-105

16. Approving supplemental appropriations from the unappropriated balance of the Law Enforcement Fund (1023), to the Police Department, Local Law Enforcement State Trust (140-2857) in the amount of $6,000, to the Police Department Federal Justice Forfeiture Fund (140-2858) in the amount of $95,000, and to the Police Department, Federal Treasury Forfeiture Fund (140-2859) in the amount of $2,500; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

2016-106

17. Approving the University Center Subdivision Partial Replat being a replat of Lots 2, 3 and 4 of University Center Subdivision as recorded in Plat Book 126, Pages 11, 12 and 13, generally located at 330 3rd Street South; and setting forth conditions for approval. (City File No. 13-20000005)

There being no further business, Chair Foster adjourned the meeting at 8:34 p.m.

_____
Amy Foster, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk