

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**June 16, 2016
2:00 PM (pending City
Council approval at the
6/9/16 Council meeting)**

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 July 14, 2016 as the public hearing date for the following proposed Ordinance(s):

1. An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances (Grant Assurances) which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration (FAA) Grant (Grant) in an amount not to exceed \$45,000 which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport (Airport), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; approving a supplemental appropriation of \$2,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033) to the Taxiway C Rehab Project (#15120); authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$45,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

E. Reports

1. Homeless Leadership Board - (Oral) (Chair Foster)
2. Tampa Bay Regional Planning Council (TBRPC) - (Oral) (Vice-Chair Rice)

3. [Resolution approving a Professional Services Agreement between the City of St. Petersburg and HKS Architects, Inc. for master planning services for the Tropicana Field Property.](#)
4. Economic Development Update [DELETED]
5. [Resolution of proactive support from the St. Petersburg City Council for the funding and operation of the St. Petersburg Economic Development Corporation \(EDC\).](#)
6. [Bayfront Health St. Petersburg](#)
7. Police Quarterly Update - (Oral)
8. South Core Development Assistance Agreement in support of the new James Museum. [DELETED]
9. [Approving the selection of CH2M HILL Engineers, Inc. to provide engineering services related to the Wet Weather Overflow Mitigation Program Phase II Project in the amount not to exceed \\$2,999,845; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement; rescinding an unencumbered appropriation from the Water Resources Capital Projects Fund \(4003\), WRF Improvements 16 Project \(15127\) in the amount of \\$3,199,845; approving an appropriation in the amount of \\$3,199,845 from the unappropriated balance of the Water Resources Capital Project Fund \(4003\) to the SAN Wet Weather Mit FY16 PHII Project \(15411\) to provide the necessary funding for CH2M Hill Engineers, Inc. and other related costs such as engineering services, contingency and other soft costs; and providing an effective date. \(Engineering Project No. 16080-111, Oracle No. 15411\).](#)
10. [Approving the agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. \("Tampa Bay Watch"\) for Tampa Bay Watch to establish and permit a seagrass mitigation bank on city-owned submerged lands at a cost not to exceed \\$387,500 and authorizing a supplemental appropriation in the amount of \\$426,250 from the unappropriated fund balance of the General Fund \(0001\), BP Settlement Funds, to the Engineering & Capital Improvement Administration \(130-1341\) to provide funding for this agreement and other project administrative costs.](#)

F. New Business

1. [Requesting a Resolution of Support for the concept of a proposed monument with artwork commemorating the World's First Commercial Airline Flight of the Benoist Airboat. \(Councilmember Montanari\)](#)
2. [Referring to the Budget, Finance and Taxation Committee for consideration of benefits for the Forgotten Firefighters to provide a level of certainty of future benefits. \(Councilmember Nurse\)](#)
3. [Referring to the Budget, Finance and Taxation Committee to consider earmarking at least \\$20 million from the next round of Penny for Pinellas funding for sanitary sewer infrastructure renovations. \(Councilmember Nurse\)](#)
4. [Referring to the Public Services & Infrastructure Committee Green Cart Initiative Amendment to Regulations for Pushcart Vending. \(Vice-Chair Rice\)](#)

5. [Requesting Administration to negotiate with the County to allow a transfer of funds from the Capitol Budget to speed the rehabilitation of our sewer system. \(Councilmember Nurse\)](#)
6. [Requesting City Council allocate up to \\$3 million to the Water Resources Department to significantly increase the near term lining of broken sewer pipes, the rehabilitation of manhole covers and other related work that will reduce the infiltration of storm water into the sanitary sewer system. \(Councilmember Nurse\)](#)

G. Council Committee Reports

1. [Budget, Finance & Taxation Committee \(6/9/16\)](#)
 - (a) Approving an agreement for Cherry Bekaert LLP to perform the annual audit of the City of St. Petersburg, Floridas books and records for fiscal years ending 2016, 2017 and 2018 and provide related services; and authorizing the chair of the Budget, Finance and Taxation Council Committee to execute the agreement and to approve and execute certain amendments and engagement letters.
 - (b) Authorizing the Mayor or his designee to advertise the City's draft FY 2016/17 – FY 2020/21 Consolidated Plan and FY 2016/17 Annual Action Plan and to execute all other documents necessary to effectuate this resolution.
2. [Public Services & Infrastructure Committee \(6/9/16\)](#)
3. Committee of the Whole: Pier Concept (6/9/16) [DELETED]
4. [Co-Sponsored Events Committee \(6/2/16\)](#)

H. Legal

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

Public Hearings

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

1. [Confirming the preliminary assessment for Lot Clearing Number\(s\) LCA 1565.](#)
2. [Confirming the preliminary assessment for Building Securing Number\(s\) SEC 1212.](#)
3. [Confirming the preliminary assessment for Building Demolition Number\(s\) DMO 438.](#)
4. [Approving a Substantial Amendment \("Amendment"\) to the City's FY 2014/15 Annual Action Plan to allocate \\$40,000 of the uncommitted balance of the Community Development Block Grant \("CDBG"\) Fund \(1111\) consisting of recaptured funding and program income, to CDBG Campbell Pk Improve Project \(15406\) that the City initiated and is ready to be implemented during the current fiscal year; and authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban](#)

Development ("HUD") and to execute all documents necessary for implementation of this resolution and the Amendment.

5. Ordinance 230-H amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) pertaining to the hotel density (rooms per acre) within the CCT-1 (Corridor Commercial Traditional) zoning district, when located within a designated activity center. (City File LDR-2016-03)
6. Ordinance 1081-V approving a vacation of a five (5) foot dead-end north/south alley in the block bounded by Grove Street North and 8th Street North, 4th Avenue North and Interstate 375. (City File 16-33000002)

Second Reading and Second Public Hearings

7. Approving proposed Comprehensive Plan text amendments. (City File LGCP-2016-02)
 - (a) Ordinance 228-H amending Chapter 1, General Introduction, Chapter 3, Future Land Use Element, Chapter 6, Transportation Element, Chapter 11, Intergovernmental Coordination Element, Chapter 14, Plan Monitoring and Evaluation Element, Map 20, Future Major Streets and Map 21, Future Lane Arrangement.
 - (b) Resolution transmitting proposed Comprehensive Plan text amendments for state, regional, and county review as required by the Community Planning Act (Chapter 163, Part II, Florida Statutes); and providing an effective date.

Quasi-Judicial Proceedings

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

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

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

8. Private application requesting termination of the development agreement associated with an estimated 4.69 acres of land and amending the zoning for approximately three (3) acres of the 4.69 acre subject property, generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. Martin Luther King Jr. Street South and 10th Street South. (City File ZM-5)
9. Private application amending the land use and zoning of an estimated 0.14 acre portion of a 0.41 acre subject property, located on the northwest corner of 17th Avenue South and 34th Street South, at 1617 34th Street South. (City File FLUM-39)
 - (a) Ordinance 722-L amending the Future Land Use Map designation from Residential Medium to Planned Redevelopment-Mixed Use.
 - (b) Ordinance 752-Z amending the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multifamily-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

(c) Resolution requesting an amendment to the Countywide Future Land Use Plan Map, as described above, to comply with the requirements of the Pinellas Planning Council and Pinellas County Board of County Commissioners.

10. [Approving the designation of the former Central National Bank and former Pheil Hotel and Theater buildings as a local historic landmark. \(City File HPC 16-90300002\)](#)

(a) Ordinance 096-HL designating the Central National Bank, located at 400 Central Avenue North, as a local historic landmark.

(b) Ordinance 097-HL designating the Pheil Hotel and Theater, located at 0, 410, and 472 Central Avenue North, as a local historic landmark.

6:00 P.M. Public Hearings, cont.

11. [South Core Garage Lease for City-owned property located within the South Core Parking Garage and the Intown Redevelopment Area](#)

J. Open Forum

K. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
June 16, 2016

1. City Council Convenes as Community Redevelopment Agency.
2. Approval of the following: A long-term lease of City-owned parking spaces within South Core Garage located at 100 Central Avenue (“Property”) at less than fair value (“Disposition”) will enable the development of a major Western and Wildlife Art Museum which is consistent with and will further the implementation of the Intown Redevelopment Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution.
3. Adjourn Community Redevelopment Agency – Reconvene City Council Meeting



**Consent Agenda A
June 16, 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. [Approving an agreement between the City of St. Petersburg, Florida and Wenger Corporation \(Wenger\) for Wenger to fabricate and deliver an orchestra shell and forestage canopy for the Mahaffey Theater Orchestra Shell Replacement project for an amount not to exceed \\$750,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. \(Engineering Project No. 15218-019; Oracle No. 14661\).](#)
2. [Renewing blanket purchase agreements with Air Mechanical and Services Corp. and Engineered Air Systems, Inc. for HVAC maintenance and repair services at a combined estimated annual amount of \\$600,000.](#)

(Public Works)

3. Approving the selection of CH2M HILL Engineers, Inc. to provide engineering services related to the Wet Weather Overflow Mitigation Program Phase II Project in the amount not to exceed \$2,999,845; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement; rescinding an unencumbered appropriation from the Water Resources Capital Projects Fund (4003), WRF Improvements 16 Project (15127) in the amount of \$3,199,845; approving an appropriation in the amount of \$3,199,845 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the SAN Wet Weather Mit FY16 PHII Project (15411) to provide the necessary funding for CH2M Hill Engineers, Inc. and other related costs such as engineering services, contingency and other soft costs; and providing an effective date. (Engineering Project No. 16080-111, Oracle No. 15411). [PULLED TO REPORTS AS E-9]



**Consent Agenda B
June 16, 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. [Awarding a one-year blanket purchase agreement to Municipal Emergency Services Inc. for bunker gear for the Fire Department at an estimated cost of \\$449,000.](#)
2. [Awarding a contract to Sign Design of Florida dba Mid-Florida Sign & Graphics for wayfinding signs for the Transportation & Parking Management Department at a total cost of \\$242,370.](#)
3. [Awarding a blanket purchase agreement to Motorola Solutions Inc. for radios and electronic components at an estimated annual cost of \\$200,000.](#)
4. [Awarding a five-year blanket purchase agreement to Motorola Solutions Inc. for batteries and accessories at an estimated cost not to exceed \\$200,000.](#)
5. [Approving an increase in allocation for maintenance and repairs of Avaya telephony equipment in the amount of \\$169,810.71 which increases the total contract amount to \\$400,702.20.](#)
6. [Renewing a blanket purchase agreement with Boley Centers, Inc. for the After School Youth Employment Program \(ASYEP\) management services for the Community Services Department at an estimated annual cost of \\$125,000.](#)

(City Development)

7. [Resolution approving the plat of Quattro Beach Drive being a Replat of Lots 1, 2, 3, and 4, Welsh and Bennets Subdivision, Plat Book 1, Page 2 of the Public Records of Pinellas County, Florida, generally located northeast of the intersection of 11th Avenue Northeast and Beach Drive Northeast, setting forth conditions for approval; and providing an effective date. \(City File 15-20000003\)](#)
8. [Authorizing the Mayor, or his Designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 22nd Avenue North, St. Petersburg, for a period of three \(3\) years at an aggregate rent of \\$36.00; 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.\)](#)
9. [Authorizing the Mayor, or his Designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School](#)

site located at 2390 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit A, for a period of thirty-six (36) months at an aggregate fee of \$36.00.

10. Authorizing the Mayor, or his Designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of 6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a second extension of the Term of the License Agreement for a period of one (1) year at a rental rate of \$300.00 per month. (Requires affirmative vote of at least six (6) members of City Council.)
11. Approval of Tennis Courts at Bartlett Park Lease
 - (a) Authorizing the Mayor, or his Designee, to execute a Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 18th Avenue South, St. Petersburg, for a period of three (3) years for a fee of \$36.00; waiving applicable provisions of the City procurement code; and approving a supplemental appropriation of \$97,000 from the unappropriated balance of the Weeki Wachee Capital Improvement Fund (3041) to the Tennis Center Court Addition Project (TBD). (Requires affirmative vote of at least six (6) members of City Council.)
 - (b) A Resolution waiving St. Petersburg City Code Section 2-248, allowing the utilization of the Tennis Foundation of St. Petersburg Inc.'s competitively bid contract to construct an additional tennis court at Bartlett Park instead of the city's small purchase procedures.

(Leisure Services)

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

(Public Works)

13. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-02-ARC to the architect/engineering agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. dated December 23, 2015 in an amount not to exceed \$184,850 for architectural and engineering design and construction phase services related to the Mahaffey Theater Orchestra Shell Acoustic Upgrades Project. (Engineering Project No. 15218-019; Oracle No. 14661); and providing an effective date.
14. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07- GFY/W to the Agreement between the City of St. Petersburg and George F. Young, Inc., in the amount of \$50,382, for construction phase services for the Tierra Verde Bridge Utilities Replacement Project. (Engineering Project No. 14048-111; Oracle No. 14251)
15. Authorizing the Mayor or his designee to execute the First Amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and the

City for Tinney Creek at 94th Avenue North, Storm Drainage Improvements (N533) Project, (Agreement) (Engineering Project No. 14018-110, Oracle No. 14118) that reduces the requirements for the 20-year reporting period contained in the Agreement; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

16. Authorizing the Mayor or his designee to execute the First Amendment to the Cooperative Funding Agreement Between the Southwest Water Management District (District) and City of St. Petersburg for Snell Isle Boulevard N.E., Rafael Boulevard and Vicinity Drainage Improvements (N579) Project (Agreement) (Engineering Project No. 13009-110, Oracle No. 13729), extending the Project Agreement expiration date from March 31, 2016 to October 31, 2016, reducing the requirements for the 20-year reporting period contained in the Agreement; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

(Appointments)

17. Confirmation of Appointment of Gordon G. Oldham, IV as an alternate member to the Nuisance Abatement Board to serve an unexpired two-year term ending November 30, 2016.

(Miscellaneous)

18. Authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan in the combined total amount of \$840,790 from the Home Investment Partnership (HOME) Program to Pinellas Affordable Living, Inc. for development and construction of phase I of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South, subject to City's approval of a HUD Environmental Review; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
19. Authorizing the Mayor or his designee to execute Task Order No. 12-13-GH/W, to the agreement between the City of St. Petersburg and Greeley and Hansen Engineers, Inc. dated July 17, 2014 in the amount of \$361,000, for a Flushing Reduction Evaluation including the evaluation of infrastructure to reduce oversized and parallel water mains, elevated tank evaluation and preliminary design, chloramine booster station evaluation and preliminary design and Unidirectional Flushing Program to reduce water system flushing.
20. Authorizing the Mayor or his designee to execute two (2) agreements that pertain to the remediation of groundwater contamination at the former Old Gas Plant site (Site) located historically under a portion of present-day Tropicana Field. The first agreement is a Restrictive Covenant with the Florida Department of Environmental Protection (FDEP) and pertains to the passive remediation of groundwater contamination under a portion of the Tropicana Field parking lot. This Restrictive Covenant is in furtherance of the FDEP's No Further Action determination for the Site. The second agreement is a Waiver Agreement with Pinellas County (County) that allows the City to enter into the Restrictive Covenant with FDEP, without such a disposition of property rights being viewed as violating the Tropicana Field Lease-Back Agreement (Lease-Back).
21. Approving the 2016 Emergency Medical Services Continuing Medical Education Agreement; authorizing the Mayor or his designee to execute the 2016 Emergency Medical Services Continuing Medical Education Agreement.

22. Awarding a contract to Atticus Construction Services, Inc. in the amount of \$205,000 for the Sunken Gardens (Koi) Pond Construction; approving the transfer of \$20,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY16 Project (15118) to the Recreation and Culture Capital Fund (3029); approving a supplemental appropriation in the amount of \$20,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from this transfer to the Sunken Gardens (Koi) Pond Construction (Engineering Project No. 15202-019; Oracle Project No. 14658).
23. Confirming the reappointment of Ryan D. Brady as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2018.
24. Approving a supplemental appropriation in the amount of \$50,000 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, to City Development Administration (0001/1241) to provide funding for time sensitive items related to the pilot ferry service.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Thursday, June 9, 2016, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, June 9, 2016 9:15 a.m., Room 100

Youth Services Committee

Thursday, June 9, 2016, 10:30 a.m., Room 100

City Council Meeting

Thursday, June 9, 2016, 3:00 p.m., Council Chamber

Committee of the Whole: Pier Concept

Thursday, June 9, 2016, immediately following City Council meeting, Room 100

Budget, Finance & Taxation Committee

Thursday, June 16, 2016, 8:00 a.m., Room 100

Energy, Natural Resources & Sustainability Committee

Thursday, June 16, 2016, 1:00 p.m., Room 100

Public Services and Infrastructure Committee

Thursday, June 16, 2016, 9:15 a.m., Room 100

Housing Services Committee

Thursday, June 16, 2016, 11:00 a.m., Room 100

Energy, Natural Resources & Sustainability Committee

Thursday, June 16, 2016, 1:00 p.m., Room 100

City Council Meeting

Thursday, June 16, 2016, 3:00 p.m., City Council Chambers

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)

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.**
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. **Initial Presentation.** Each party shall be allowed ten (10) minutes for their initial presentation.
 - a. Presentation by City Administration.
 - b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.
4. **Public Hearing.** A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
5. **Cross Examination.** Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
 - a. Cross examination by Opponents.
 - b. Cross examination by City Administration.
 - c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.
6. **Rebuttal/Closing.** Each party shall have five (5) minutes to provide a closing argument or rebuttal.
 - a. Rebuttal by Opponents.
 - b. Rebuttal by City Administration.
 - c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.

MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of June 16, 2016

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

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department *cda*

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed \$45,000 which, *inter alia*, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; approving a supplemental appropriation of \$2,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033) to the Taxiway C Rehab Project (#15120); authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$45,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

EXPLANATION: Ordinance 617-G was passed by City Council on September 18, 2003 and approved by the voters in a referendum held on November 4, 2003. Ordinance 617-G authorized City Council, by ordinance ("Ordinance"), after a public hearing, to permit the recording of encumbrances on Albert Whitted Airport as follows:

Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida

The Airport's Airfield Pavement Management Program ("PMP") specifies the need to rehabilitate the eastern half of Taxiway "C" which is currently in poor condition and continues to deteriorate. Exhibit "A" provides an aerial of the project area. The PMP primarily recommended pavement reconstruction due to the age and condition of the pavement. Due to FAA grant criteria, a little over half of the project area was deemed as not being eligible for federal funding. Accordingly, the City is pursuing separate funds through the Florida Department of Transportation ("FDOT") to address this portion. If the City is able to secure FDOT funds, a separate grant ordinance will be brought forth for City Council approval. If the City is unable to secure the additional funding, the project scope will be restricted to only those portions that are eligible for federal funds.

The grant being applied for under this ordinance is only for the design phase of the project. The construction phase would be planned for in FY17 and funded through a separate federal grant request.

The federal funding source for this project is the FAA's Airport Improvement Program ("AIP"). Under the AIP, the FAA will fund a ninety percent (90%) match against the total cost of the project with the Airport Sponsor responsible for the remaining ten percent (10%). The total estimated cost for this project is \$50,000, of which \$45,000 (90%) would be funded through the FAA with the City responsible for the remaining ten percent (10%) match of \$5,000.

A portion of the City match for this project was already appropriated as part of the FY16 City Budget process. The remainder is being appropriated from the unappropriated balance of the Airport's CIP fund (4033).

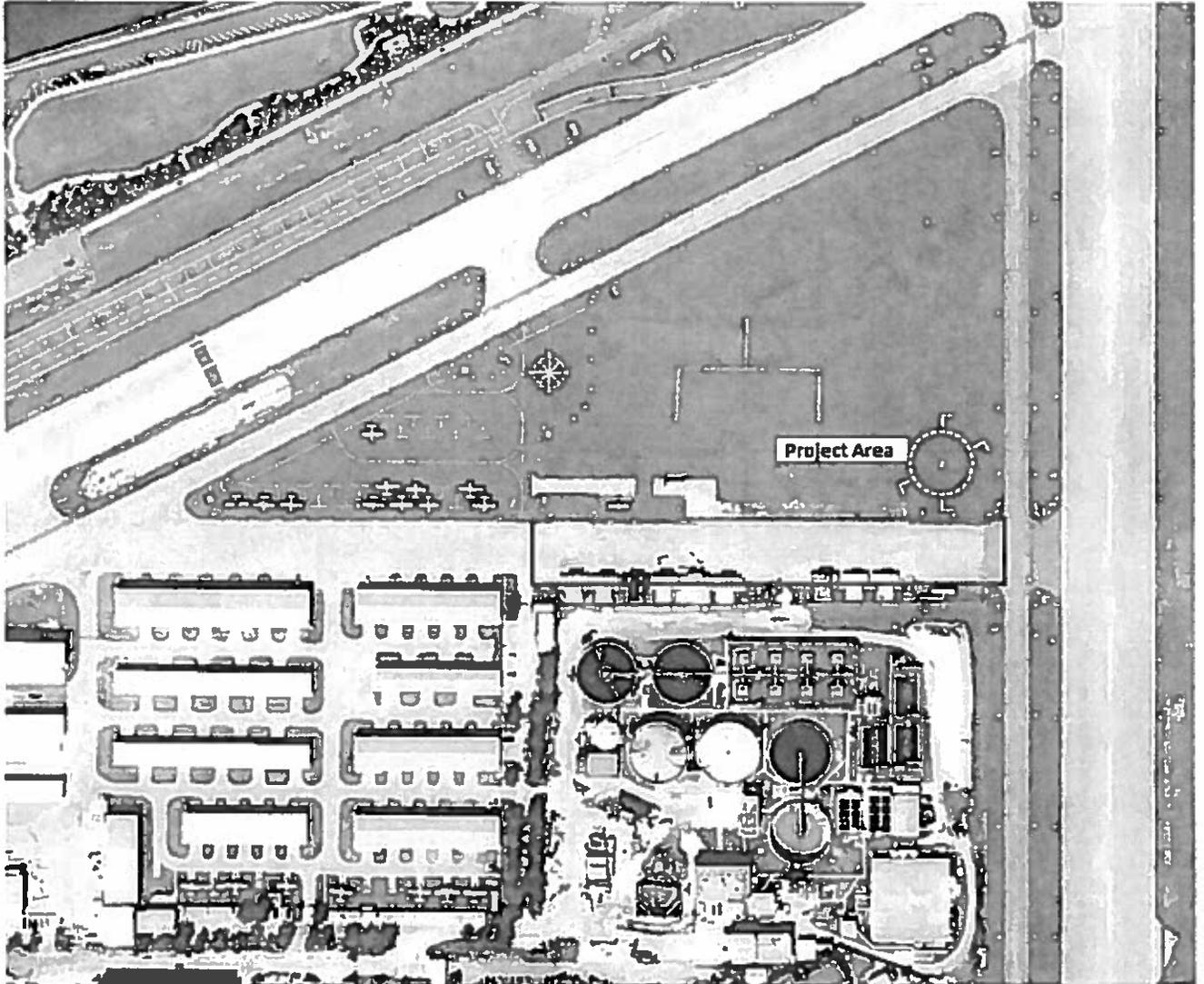
Acceptance of any grants requires the City to meet certain grant assurances, including a 20-year commitment to keep the Albert Whitted Airport property as an operating airport.

Each ordinance may only address one encumbrance and requires the affirmative vote of six Council Members for adoption.

This is the first reading of the ordinance.

RECOMMENDATION: The Administration recommends approval of the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed \$45,000 which, *inter alia*, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the

EXHIBIT "A": TAXIWAY "C" REHAB PROJECT AREA



Ordinance No. _____

An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed \$45,000 which, *inter alia*, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; approving a supplemental appropriation of \$2,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033) to the Taxiway C Rehab Project (#15120); authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$45,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. Albert Whitted Municipal Airport is defined by the City of St. Petersburg, Florida, City Charter Section 1.02(c)(5) B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

Section Two. The Federal Aviation Administration has indicated funding is available to provide a ninety percent (90%) federal match of the total costs for the design phase of the Taxiway C Rehab project (#15120).

Section Three. The restrictions contained in FAA Grant Assurances Airport Sponsors ("Grant Assurances") which are set forth in the grant documents to be executed by the City, as a requirement for receipt of the FAA grant in an amount not to exceed \$45,000, for the project described in Section Two of this ordinance, which, *inter alia*, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title or other interests in Albert Whitted Municipal Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere

with its use for airport purposes for a period not to exceed 20 years from the date of acceptance of the grant are authorized.

Section Four. A supplemental appropriation from the unappropriated balance of the Airport Capital Fund (4033) is approved for this project as follows:

Taxiway C Rehab Project (15120) - \$2,000

Section Five. The Mayor or his designee is authorized to apply for and accept a grant from the FAA in an amount not to exceed \$45,000.

Section Six. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

Section Seven. Severability. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional, it shall not affect the constitutionality of any other portion of this ordinance.

Section Eight. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall 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.

Section Nine. Expiration. In the event the FAA fails to award the grant set forth in Section Two, above, within one year of the effective date of this ordinance, this ordinance shall expire.

Approvals:

Legal:

Budget:

Administration:

Legal: 00273458.doc V. 3

ST. PETERSBURG CITY COUNCIL
Meeting of June 16, 2016

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

SUBJECT: Approving the Professional Services Agreement between the City of St. Petersburg, Florida and HKS Architects, Inc. for master planning services for the redevelopment of the Tropicana Field property, in an amount not to exceed \$320,000 ("Agreement"); authorizing the City Attorney to make non-substantive changes to the Agreement; authorizing a supplemental appropriation from the unappropriated fund balance of the General Fund in the amount of \$220,000; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

EXPLANATION: On February 23, 2016, the City issued a Request for Qualifications ("RFQ") requesting qualifications from interested multi-disciplinary firms or individuals interested in performing site development master planning services for the redevelopment of the Tropicana Field property. Fifteen (15) statements of qualifications were received in response to the RFQ. On April 8, 2016, the selection committee shortlisted to seven (7) teams and on April 22, 2016, after presentations and deliberations, the selection committee ranked HKS Architects, Inc. ("Consultant") as the most qualified firm.

The RFQ provided that the selected firm would provide master planning services including the development of a master plan for the redevelopment of the Tropicana Field property under two different scenarios: Scenario 1 - redevelopment of the property with a new ballpark for the Tampa Bay Rays and Scenario 2 - redevelopment of the property without a ballpark. The attached Agreement and Scope of Services ("Scope") will include the analysis of the physical, infrastructure, and market conditions of the property for both Scenario 1 and Scenario 2; however, the creation of the master plan will only pertain to Scenario 1 at this time. A new agreement and scope of services for a master plan under Scenario 2 will be provided to City Council at a later time, if necessary.

The Scope consists of three phases: Analysis, Explorations, and the Conceptual Master Plan. The Analysis phase is intended to familiarize the Consultant with physical, infrastructure, and market conditions of the property, as well as engage with the community and key stakeholders. The Explorations phase is intended to establish the framework for the preparation of a conceptual master plan for the redevelopment of the Tropicana Field property for Scenario 1. Finally, the Conceptual Master Plan phase is the creation of the conceptual master plan for the redevelopment of the Tropicana Field property for Scenario 1. The conceptual master plan is scheduled to be completed by September 30, 2016.

The Consultant will make two presentations to City Council at Committee of the Whole meetings. The first meeting will be at the end of the Explorations phase, to present the results of the services and work to date. The second meeting will be near the end of the Conceptual Master Plan phase to present a draft of the conceptual master plan for comment and review.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving the Professional Services Agreement between the City of St.

Petersburg, Florida and HKS Architects, Inc. for master planning services for the redevelopment of the Tropicana Field property, in an amount not to exceed \$320,000 ("Agreement"); authorizing the City Attorney to make non-substantive changes to the Agreement; authorizing a supplemental appropriation from the unappropriated fund balance of the General Fund in the amount of \$220,000; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

COST/FUNDING INFORMATION: Total cost for the master planning services for the redevelopment of the Tropicana Field property ("Project") is \$320,000. Funding of \$100,000 has been previously appropriated in the Planning & Economic Development Department (370). A supplemental appropriation from the unappropriated fund balance of the General Fund is required in the amount of \$220,000. The net impact to the General Fund is \$120,000 as anticipated revenues of \$100,000 from the Tampa Bay Rays will partially offset the \$220,000 expense.

ATTACHMENTS: A) Resolution
B) Professional Services Agreement (with Appendices, including Scope of Services)

APPROVALS:


Administration


Budget

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND HKS ARCHITECTS, INC. FOR MASTER PLANNING SERVICES FOR THE TROPICANA FIELD PROPERTY; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$220,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT TO PROVIDE FUNDING FOR THIS AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of St. Petersburg, Florida (“City”) issued Request for Qualifications (“RFQ”) for master planning services for the Tropicana Field Property on February 23, 2016; and

WHEREAS, the City received fifteen (15) statements of qualifications in response to the RFQ; and

WHEREAS, the selection committee met on April 8, 2016, to discuss the statement of qualifications and shortlisted seven (7) firms; and

WHEREAS, on April 22, 2016, the seven (7) shortlisted firms made presentations to the selection committee; and

WHEREAS, based on the presentations, deliberations and RFQ materials submitted by the (7) shortlisted firms, the selection committee ranked HKS Architects, Inc. (“HKS”) the highest followed by HR&A Advisors and CallisonRTKL; and

WHEREAS, Administration and HKS have negotiated a professional services agreement for HKS to (i) prepare a master plan for the redevelopment of the Tropicana Field Property with a new stadium for the Tampa Bay Rays (and other development and uses around the new stadium) and (ii) provide the other services set forth in the agreement for an amount not to exceed \$320,000; and

WHEREAS, a supplemental appropriation in the amount of \$220,000 from the fund balance of the General Fund (0001) to the Planning and Economic Development Department budget (General Fund 0001 370) is needed to provide funding for the Agreement; and

WHEREAS, Administration recommends that City Council approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Professional Services Agreement between the City of St. Petersburg, Florida and HKS Architects, Inc. for master planning services for the Tropicana Field Property is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Professional Services Agreement.

BE IT FURTHER RESOLVED is hereby approved from the unappropriated fund balance of the General Fund (0001), the following supplemental appropriation for FY16:

General Fund (0001)

Planning and Economic Development Department (0001 370) \$220,000

This Resolution shall become effective immediately upon its adoption.

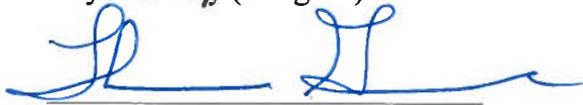
APPROVALS:



City Attorney (designee)



Administration



Budget
6-16-16 City Council Meeting
274252 FINAL

AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made and entered into this ___ day of June, 2016 ("Execution Date"), by and between the City of St. Petersburg, Florida ("City") and HKS Architects, Inc. ("Consultant").

RECITALS

WHEREAS, the City through its Planning & Economic Development Department issued a Request for Proposals ("RFP") for site development master planning services for the redevelopment of the Tropicana Field Property on February 23, 2016; and

WHEREAS, the selection committee for the RFP process ranked Consultant as the most qualified firm; and

WHEREAS, the City wishes to contract with Consultant to prepare a master plan for the redevelopment of the Project Area (as defined herein) for Scenario 1 (as defined herein) and other services as set forth in this Agreement; and

WHEREAS, Consultant 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 Consultant agree as follows:

SECTION 1.0 – DEFINITIONS

- 1.1 "Consultant" shall mean HKS Architects, Inc.
- 1.2 "City" shall mean City of St. Petersburg, Florida.
- 1.3 "City's Project Manager" shall mean Dave Goodwin or his successor.
- 1.4 "Day(s)" or "day(s)" shall means calendar days, unless otherwise set forth in this Agreement.
- 1.5 "Deliverables" shall mean all data, reports, studies, correspondence, the master plan and all other materials produced and developed by Consultant pursuant to this Agreement.
- 1.6 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

- 1.7 "Parties" shall mean the City and Consultant.
- 1.8 "Project" shall mean the preparation of a master plan for the redevelopment of the Project Area (as defined herein) for Scenario 1 (as defined herein) and other services including but not limited to an analysis of the Project Area for Scenario 1 and Scenario 2 as set forth in this Agreement.
- 1.9 "Project Area" shall mean the Tropicana Field Property identified as the project area in Appendix A.
- 1.10 "Scenario 1" shall mean a new stadium for the Tampa Bay Rays within the Project Area with other development and uses around the new stadium.
- 1.11 "Scenario 2" shall mean the Tampa Bay Rays relocate to a new stadium (in Pinellas or Hillsborough County and only in accordance with the Memorandum of Understanding between the City and Tampa Bay Rays Baseball, Ltd dated January 16, 2016) and the Project Area shall be redeveloped without a stadium.

SECTION 2.0 – TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence on the Execution Date and shall terminate when Consultant has completed the Scope of Services and provided all the Deliverables required by this Agreement ("Term"), unless this Agreement is otherwise extended or terminated as provided for herein.

SECTION 3 .0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 Consultant is professionally qualified to provide the Scope of Services and is licensed by all public entities having jurisdiction over Consultant and the Project.
- 3.2 Julie Hiromoto shall be the project manager for Consultant and shall be responsible for assuring Consultant's compliance with this Agreement.
- 3.3 Randy Morton shall (i) lead the Project and (ii) be engaged, visible and accessible to City staff during the Term of this Agreement. Randy Morton shall lead significant public presentations and City Council meetings related to this Agreement.
- 3.4 Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as Consultant and which are required to provide the Scope of Services during the Term of this Agreement.
- 3.5 Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using

reasonable skill and judgment in accordance with sound business, ethical and professional standards.

- 3.6 Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.7 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 3.8 Consultant assumes responsibility to the Indemnified Parties (as defined herein) for the negligent acts and omissions of itself, its subconsultants, employees, agents or representatives for performance of the Scope of Services required by this Agreement.
- 3.9 Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.
- 3.10 Consultant shall be responsible for the professional quality and the coordination of all Deliverables furnished, produced and developed by Consultant under this Agreement.
- 3.11 Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables.

SECTION 4.0 – SCOPE OF SERVICES

- 4.1 Consultant shall perform the services and provide the Deliverables set forth in Appendix B, which is attached to this Agreement and made a part hereof for the City in full and complete accordance with this Agreement (“Scope of Services”)

SECTION 5.0 – CITY’S RESPONSIBILITIES

- 5.1 The City shall provide all available information regarding the Project to Consultant and shall provide direction to Consultant consistent with the terms and conditions of this Agreement.

SECTION 6.0 – COMPENSATION; INVOICE

- 6.1 Provided that Consultant faithfully performs its obligations contained in this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay Consultant the fees and costs set forth in Appendix C at the

time and manner set forth in Appendix C, provided, however that the total amount of fees and costs paid to Consultant by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed three hundred twenty thousand dollars (\$320,000) ("Payment") The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, documents required by this Agreement, and payments to subcontractor(s). The Payment shall only be increased in strict accordance with this Agreement.

- 6.2 Consultant shall invoice the City after completion of the tasks/milestones identified in Appendix C and the City shall pay Consultant within thirty (30) days of receipt of such invoice (provided Consultant is in compliance with the terms and conditions of this Agreement). The invoice shall contain the detail required by the City's Project Manager.

SECTION 7.0 - NON-COMPENSATED SERVICES

- 7.1 Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by Consultant or its subconsultants, employees, agents or representatives.

SECTION 8.0 – INDEMNIFICATION

- 8.1 Consultant agrees to indemnify, hold harmless and defend the City, its officers, elected and appointed officials and employees (collectively, "Indemnified Parties") from and against any and all claims, liens, actions, damages, liability, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and reasonable attorneys' fees at trial and on appeal and Claims for bodily injury or death of persons and or damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of (i) any negligent or intentional wrongful act or omission, in whole or in part, of Consultant and its subconsultants, employees, agents or representatives arising out of this Agreement; or (ii) the failure of Consultant and its subconsultants, employees, agents or representatives to comply with applicable Laws arising out of this Agreement.
- 8.2 The City will promptly notify Consultant of any Claim(s) against the Indemnified Parties.
- 8.3 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant.
- 8.4 Subject to and in accordance with Section 588 ET SEQ of the Florida Statutes, the City acknowledges and agrees that no individual employee or agent of Consultant

shall be held individually liable for damages resulting from negligence occurring within the scope and course of this Agreement.

SECTION 9.0 – INSURANCE

- 9.1 Consultant shall maintain the following types and amounts of insurance throughout the Term of this Agreement:

Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include coverage for (i) personal injury or death or property damage or destruction and (ii) contractual liability under this Agreement.

Workers Compensation Insurance in compliance with the laws of the State of Florida.

Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

Commercial Automobile Insurance in an amount of at least \$1,000,000 combined single limit.

Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by Consultant pursuant to this Agreement in the amount of at least \$1,000,000 per claim.

- 9.2 All insurance companies furnishing insurance coverage required by this Agreement shall be licensed and authorized or approved to do business under the laws of the State of Florida and have no less than an "A-" Financial Rating or higher according to the most current edition of AM Best's Insurance Reports or similar.
- 9.3 Consultant shall provide the City with Certificate(s) of Insurance on all the required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insureds with the exception of Worker's Compensation and Professional Liability.
- 9.4 Consultant shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in coverage of any insurance policy required by this Section.
- 9.5 Consultant 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.
- 9.6 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 10.0 – OWNERSHIP OF DELIVERABLES

- 10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing final payment to Consultant.
- 10.2 The City acknowledges that the Deliverables are not intended or represented to be suitable for revision by the City, or others, for purposes other than that for the Scope of Services which said Deliverables were prepared. Any reuse or modification of the Deliverables without written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and Consultant shall not be liable or responsible for any claims arising from the City's reuse or modification of the Deliverables without written verification or adaptation by Consultant.

SECTION 11.0 – SUBCONTRACTS

- 11.1 Consultant shall give advance notification to the City's Project Manager of any proposed subconsulting agreement or subcontract agreement or change to an existing subconsulting or subcontract agreement. (As used in this Agreement, the terms "subcontract agreement" and "subconsulting agreement" shall be interchangeable and the terms "subcontractor" and "subconsultant" shall likewise be interchangeable.)
- 11.2 The advance notification required by 11.1 above shall include the following:
 - 11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.
 - 11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
 - 11.2.3 The proposed subcontractor price.
- 11.3 Consultant shall not make any subcontract changes without the prior written consent of the City's Project Manager. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this Section.
- 11.4 Consultant shall be responsible for negotiating the terms and conditions of all subcontract agreement(s), provided that such terms and conditions are consistent with this Agreement, and further provided that Consultant shall require its subcontractor(s) to obtain the same types and amount of insurance and comply with all insurance provisions that are required of Consultant pursuant to this Agreement, unless otherwise approved in writing by the City. Consultant shall also

be solely responsible for paying all subcontractor(s).

SECTION 12.0 – DISPUTES

- 12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to Consultant. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the City's Project Manager a written notice of dispute.
- 12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.
- 12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 – SUSPENSION OF SERVICES

- 13.1 The City's Project Manager may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.
- 13.2 If a Suspension of Services Order issued under this Section is canceled, Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. However, Consultant shall not make a claim for additional compensation or request an increase in Payment unless Consultant is required to provide additional services for the City beyond those services set forth in the Scope of Services. Consultant may request a change to the schedule if Consultant needs additional time because of a suspension. Failure to agree to any Contract

Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.

- 13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to Consultant pursuant to this Agreement. Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute Consultant's sole compensation in the event of termination of this Agreement and the City shall have no other liability to Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 14.0 – TERMINATION

14.1 TERMINATION FOR CONVENIENCE

- 14.1.1 This Agreement may be terminated in whole or in part by the City whenever for any reason the City determines that such termination is in the best interest of the City. Termination shall be effective fifteen (15) days after delivery to Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- 14.1.2 Upon receipt of the notice of termination, Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 14.1.3 The City shall pay Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to Consultant pursuant to this Agreement. Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute Consultant's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

14.2.1 The City may terminate this Agreement upon written notice to Consultant in the event Consultant 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 Consultant with notice of default or an opportunity to cure, if the City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City shall not be obligated to make any further payment to Consultant hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the City against any amount due Consultant under this Agreement.

14.3 Nothing contained in this Section 14.0 shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

SECTION 15.0 – PROHIBITED INTEREST

15.1 No appointed or elected official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16.0 – FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida public records Laws, all Deliverables produced or developed by Consultant or any City data available to Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than Consultant's subconsultants, employees, agents or representatives, by Consultant without prior written consent from the City.

SECTION 17.0 – GENERAL PROVISIONS

17.1 Should any section or portion of any section 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.

17.2 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.

- 17.3 Consultant 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 City Council in its sole and absolute discretion.
- 17.4 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.
- 17.5 Consultant 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 all Laws related public records. Consultant shall also comply with the City's policies and procedures, executive orders and any technical standards provided to Consultant.
- 17.6 This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant merely because of their efforts in preparing it.
- 17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 17.8 Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. Consultant shall bear the costs associated with the retention of books, records and documentation. 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.
- 17.9 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.

- 17.10 This Agreement may be amended only in writing executed by the Parties.
- 17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 17.12 Each appendix to this Agreement, including attachments to an appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.
- 17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
- 17.15 Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by Consultant, its subconsultants, employees, agents or representatives, the Consultant will take immediate action at Consultant's expense to respectively prevent or remove and discharge the lien.
- 17.16 Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- 17.17 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.

- 17.18 All Deliverables shall be made available to the City upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.
- 17.19 Time is of the essence of this Agreement and each of its provisions.
- 17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix; (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) the attachments to and materials referenced in the an appendix.
- 17.21 For purposes of this Agreement, any required written permission, consent, order, acceptance, approval, directive 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.
- 17.22 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.

SECTION 18.0 – CONTRACT ADJUSTMENTS

- 18.1 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.
- 18.2 There shall be no modification of the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Consultant or its subconsultants, employees, agents or representatives to properly perform their obligations and functions under this Agreement.
- 18.3 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or the Scope of Services except through a written amendment to this Agreement signed by authorized representatives of the Parties.

SECTION 19.0 – NOTICE

19.1 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
Planning & Economic Development Department
P. O. Box 2842
St. Petersburg, FL 33731
Attention: Dave Goodwin, Director
Phone: (727) 893-7868
Fax: (727) 892-5465
Email: dave.goodwin@stpete.org

WITH A COPY TO:

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
Attention: Macall Dyer, Managing Assistant City
Attorney- Contracts & Related Projects
Phone: (727) 893-7401
Fax: (727) 892-5262
Email: Macall.dyer@stpete.org

CONSULTANT:

HKS Architects, Inc.
107 Grand St, FL 6
New York, NY 10013-5903
Attention: Julie Hiromoto
Phone: (917) 677-1360
Email: jhiromoto@hksinc.com

19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall

become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 - SCHEDULE

- 20.1 Consultant shall perform the Scope of Services in accordance with the schedule set forth in Appendix D. Such schedule may only be revised by the City's Project Manager after consultation with Consultant.

SECTION 21.0 – PERSONNEL

- 21.1 Consultant shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. Consultant shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, Consultant shall be solely responsible for any and all of its increased costs associated with such delay.
- 21.2 The City may require Consultant to replace any persons performing the Scope of Services, including but not limited to Consultants, subconsultants, employees, agents or representatives, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. Consultant shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require Consultant to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

- 22.1 Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subsection 22.2 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 Consultant 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 Consultant shall be provided to the City in a format approved by the City.
- 22.2 Consultant shall immediately notify the City Clerk in writing after receiving a public records request. Consultant 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.
- 22.3 Nothing herein shall be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

REMAINING PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

HKS ARCHITECTS, INC.

Sign: [Signature]
Print: Randy Morton
Title: Principal in Charge

WITNESSES

Sign: [Signature]
Print: Bob Wood
Sign: [Signature]
Print: Julie Hiramoto

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____
Print: _____
Title: _____

ATTEST

City Clerk

(SEAL)

Approved as to Content and Form

City Attorney (Designee)
Doc # 274041 Execution Version

Appendix A – Project Area



TROPICANA SITE - AERIAL

Appendix B – Scope of Services

This Scope of Services sets forth the services, activities and responsibilities that will be performed by Consultant and the Deliverable that will be provided by Consultant pursuant to the Agreement. The terms contained in this Scope of Services shall have the meanings set forth in the Agreement unless otherwise defined in the Scope of Services.

The following definitions will apply when defining responsibilities:

"participate" means that the identified party will have secondary responsibility.

"jointly" means that the identified parties will have equal responsibility.

Unless otherwise provided in this Scope of Services (e.g., by use of the defined term participate or jointly) or in the Agreement, Consultant will have sole responsibility for the services, Deliverables, work, and other obligations set forth in this Scope of Services and the Agreement.

The three (3) phases of the Scope of Services and the services, activities, responsibilities, and work product that will be performed or provided by Consultant in accordance with the Agreement are as follows:

Phase 1 – Analysis for Scenarios 1 and 2 (4 weeks)

The Analysis phase is intended to familiarize Consultant with the physical, infrastructure, and market conditions of the Project. Consultant will also engage the public during this part via stakeholder workshops and public meetings. The goal of Phase 1 is to gather information from existing and available data and input on the Project Area and surrounding areas for Scenario 1 and Scenario 2.

In the Analysis Phase, Consultant shall provide the following services and Deliverables:

Administrative Project Kickoff

After execution of the Agreement, the City and Consultant shall meet at a mutually agreed upon location to discuss the shared project management approach for the Project, focusing on key people,

schedule, data gathering, regular coordination meeting schedule and other logistics. The City and Consultant shall discuss key planning objectives and factors requiring special consideration, which shall include but not be limited to an overview summary from the various City departments relevant to this Project. Work samples from similar Consultant projects will be reviewed to align expectations for Deliverables at the conclusion of each Phase and the final Deliverables at the conclusion of Phase 3. The City shall provide available data in its possession to serve as the basis of the work, including regulatory approval requirements, previous analysis and studies, and zoning requirements.

The City and Consultant will discuss Consultant's approach to community engagement and communications platform for the Project, including a Project 'brand', available email or telephone distribution lists, and launching online social media resources. Consultant will plan the communications strategy with participation from the City, including announcements which may include a press conference or other media outreach.

Attendees: (2) HKS*, Garth Solutions, RCLCO

** Randy Morton will attend*

Community Meeting

Consultant shall participate with the City in a kickoff meeting with community stakeholders. The goal of this meeting is to introduce the Project to the community, as well as identify key members of Consultant and subconsultants. This meeting will provide the public an opportunity to provide input and information on the Project Area for Scenario 1 and Scenario 2 to the Consultant Team.

Attendees: (2) HKS*, Garth Solutions, George F. Young, RCLCO

** Randy Morton will attend*

Analysis

A) Physical Analysis

Consultant shall perform a physical analysis of the Project Area and surrounding areas. Included in the analysis shall be land use mix and distribution, zoning, urban and architectural design, public improvements and infrastructure, wayfinding, street furniture and pedestrian amenities, parks and public spaces, and environmental factors. This task shall include the following physical analyses:

1. Identification of base information (e.g., topographical maps, existing conditions and facilities, aerial photographs, utilities, and significant and regionally cultural elements)
2. Review and analysis of the base information, identification of any issues the information raises and additional information that may be required
3. Review regulatory approval process
4. Research applicable precedents and typologies of uses and additional resources
5. Confirm program elements outlined by the City: Marine and Life Sciences, Specialized Manufacturing, Financial Services, Data Analytics, Creative Arts and Design
6. Prepare base drawings with existing conditions in a similar to deliverables shared during the Interview and Administrative Kickoff meeting, unless a different format is mutually agreed upon.
7. Tour Project Area, local area, and region, including neighboring cities and recent major developments throughout the region
8. Photograph the Project Area and significant local and regional developments
9. Analyze the Project Area in regional context with regards to geological, geographical, access, transportation, historic significance, and other influences
10. Analyze the Project Area in local context with regards to surrounding public improvements, geotechnical information, edge conditions, topography, utilities and easements, existing vegetation, views and vistas, character, perimeter development and open space
11. Programmatic scale comparisons
12. Review existing documentation regarding status of soil contamination and remediation

B) Infrastructure Analysis

Consultant shall perform a general qualitative infrastructure analysis, based on existing available data of the Project Area and surrounding areas. The analysis shall consider existing vehicular traffic, public transit, bicycle, and pedestrian movement. A qualitative capacity summary of existing utility, roadway, and drainage networks shall also occur during this task, including potential impacts to water, water waste, roadway and drainage systems.

C) Market Analysis

Consultant shall perform the following market analyses, based on existing secondary research and data, to characterize general demand:

1. Market perception of the Project Area and surrounding areas
2. Character of existing building stock
3. Current market position and competing districts
4. Neighborhood access and exposure
5. Availability of development sites
6. Traffic volumes and level of service
7. Short term and long term demand for residential and commercial uses, including but not limited to: medical, research and development, office, (baseball related) retail, affordable housing, entrepreneurial space, convention/conference center and hotel use
8. Assessment of market position for proposed land uses
9. Projected market demand

Consultant shall also conduct a detailed case study analysis of other mixed-use baseball stadium districts in similar locations to Tropicana Field and review existing data sources by land use about local market conditions to inform high level scenario planning and revenue estimates. This information will be sufficient to inform the conceptual master plan.

Stakeholder Meetings

Consultant shall hold up to six (6) workshops with key stakeholders. To maximize schedule efficiencies, meeting formats will combine and include multiple stakeholder groups to the extent strategically feasible. Stakeholders that will be engaged include, but are not limited to:

1. City Administration
2. Tampa Bay Rays
3. St. Petersburg Area Chamber of Commerce
4. St. Petersburg Downtown Partnership
5. South St. Petersburg CRA Citizens Advisory Committee
6. St. Pete Innovation District
7. Main Street and Business Associations
 - a. EDGE District
 - b. Grand Central District
 - c. Deuces Live Main Street District
 - d. Warehouse Arts District

- e. Dr. Martin Luther King Jr Street South Business Group
- f. 16th Street South Business Group
8. Pinellas County Urban League
9. Agenda 2020
10. Major employers (to be provided by the City)
11. Florida Department of Transportation
12. St. Petersburg/Clearwater Area Convention & Visitors Bureau
13. Any other stakeholders as directed by the City.

The purpose of these meetings is to allow key stakeholders to provide input and information on the Project Area and surrounding areas for Scenario 1 and Scenario 2.

Phase 1 – Analysis Deliverables

Outcomes from the Analysis Phase shall include:

- Summary of findings
- Design and development principles
- Documentation of the physical, infrastructure, and market analyses
- Documentation of comments and input received during public engagement

HKS* will lead one interim workshop with the City Administration during this phase and virtually present the findings to the City Administration at the end of the phase to review progress and confirm alignment.

Phase 2 – Exploration for Scenario 1 (6 weeks)

The Explorations Phase is intended to establish goals and explore strategies to be included in a conceptual master plan for the redevelopment of the Project Area for Scenario 1, based on the Phase 1 Deliverables. The following tasks shall be included as part of the Explorations Phase:

1. Conceptual development of Scenario 1
2. Development of capacity studies focusing on street and block plans appropriate to the proposed uses

3. Development of multimodal connectivity concepts
4. Development of on-site parking strategies
5. Development of conceptual strategies for buildings, streetscape, public spaces and public art
6. Qualitative assessment of potential impacts created by the proposed development, including but not limited to, traffic, water, and wastewater demand
7. Prepare a conceptual storm water management approach for treatment and attenuation of runoff
8. Development of images, diagrams and relevant plans in a format mutually agreed upon by the City and Consultant

City Administration Workshop

Consultant shall participate in a client workshop with City Administration to confirm the direction of the Explorations Phase Deliverables, midway through the Phase. This will be scheduled to align with the Community Workshop.

Attendees: (2) HKS*

** Randy Morton will attend*

Public Engagement

Consultant shall conduct a community workshop during the Exploration Phase. This workshop will be used to validate findings and allow the public and key stakeholders to comment on initial concepts and design principles for the redevelopment of the Project Area for Scenario 1. Public and key stakeholder comments shall be compiled, documented, and evaluated to inform Consultant in the process of prioritize driving principles and key elements of the conceptual master plan.

Attendees: (2) HKS*, Garth Solutions

** Randy Morton will attend*

City Council Meeting (Committee of the Whole – “COW”)

Consultant and the City shall jointly lead a City Council Committee of the Whole meeting (COW meeting), to present the results of this Phase 2. Consultant shall compile, document, and evaluate City Council’s comments.

Attendees: (2) HKS*, RCLCO, Garth Solutions, George F. Young

** Randy Morton will attend*

Phase 2 – Explorations Deliverables

Outcomes from the Explorations Phase shall include:

- Rendered diagrams, plans, section, and sketches
 - This shall include applicable AutoCAD plans and photographic imagery
- Summary design principles
- Land use, phasing, concepts, and character imagery
- An outlined economic development strategy that may include:
 - Potential project sequencing
 - Potential public policy changes
 - Identification of potential financial incentive tools
 - Potential infrastructure improvements
 - Potential development partners
- Documentation of comments and input received during public engagement
- Documentation of comments and input received during the COW meeting

Phase 3 – Conceptual Master Plan for Scenario 1

Consultant shall prepare a conceptual master plan for the redevelopment of the Project Area for Scenario 1 in the format mutually agreed upon by the City and Consultant at the Kickoff Meeting. The plan shall include a rendered site plan augmented by additional drawings and renderings that illustrate the character of the streets and blocks, network of connective open spaces, allocation, scale, and character of uses, potential development sequence and phasing, and key components of the Project.

Consultant shall present the draft conceptual master plan to City Council at a COW meeting for comment and review. HKS shall provide a 75% draft prior to the COW meeting. The Consultant shall also conduct a public presentation of the draft conceptual master plan the same day, for the purpose of updating the public.

Attendees: (2) HKS*, Garth Solutions, George F. Young

** Randy Morton will attend*

Following the COW and public presentations, Consultant will revise the conceptual master plan to include feedback, if appropriate to incorporate, and submit to the City. The City shall promptly review the revised draft conceptual master plan and shall submit revisions and comments to Consultant within (2) two business days.

The final conceptual master plan shall be submitted to the City. If requested, Consultant shall make a one (1) day trip to St. Petersburg to participate in meetings with City Administration and/or City Council related to the final conceptual master plan.

Attendees: (2) HKS*

** Randy Morton will attend*

Appendix C –Project Fees and Cost and Schedule of Payments

	TOTAL FEES & COST
Phase 1 – Analysis Milestone (Scenario 1 and Scenario 2)	
Issue Analysis / Phase 1 Deliverable	\$129,000
Total Phase 1	\$129,000
Phase 2 – Exploration Milestones (Scenario 1 only)	
Interim City Administration Workshop and interim Deliverable	\$75,000
City Council COW Presentation / Phase 2 Deliverable	\$35,000
Total Phase 2	\$110,000
Phase 3 – Conceptual Master Plan Milestones (Scenario 1 only)	
City Council COW Presentation and 75% Draft Conceptual Master Plan	\$75,000
Issue Final Conceptual Master Plan	\$6,000
Total Phase 3	\$81,000
GRAND TOTAL	\$320,000.00

Appendix D – Project Schedule

Project is to be completed on or before September 30, 2016

ST. PETERSBURG CITY COUNCIL
Meeting of June 16, 2016

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

SUBJECT: A resolution of proactive support from the St. Petersburg City Council for the funding and operation of the St. Petersburg Economic Development Corporation (“EDC”) affirming the city’s full support of The Grow Smarter Strategy, which is focused on enhancing St. Petersburg’s business climate and building prosperity for its residents; encouraging the participation of the private sector; and affirming the City’s investment commitment of \$100,000 for the EDC.

BACKGROUND:

City Council requested that a resolution of support for the St. Petersburg Economic Development Corporation (“EDC”) be prepared at its April 21, 2016 Quarterly Goals meeting.

The Economic Development Update presentation immediately preceding this Resolution highlights the extensive economic development activity underway in the city. The addition of the proposed “St. Petersburg Economic Development Corporation” to assist the city in the implementation of “The Grow Smarter” Strategy will enhance the city’s current economic development efforts.

This Resolution may be utilized by the St. Petersburg Area Chamber of Commerce in its capital campaign and demonstrates the city’s commitment to this endeavor.

RECOMMENDATION:

Administration recommends that City Council adopt the attached resolution in proactive support for funding and operation of the St. Petersburg Economic Development Corporation (“EDC”), affirming the city’s full support of “The Grow Smarter Strategy”, which is focused on enhancing St. Petersburg’s business climate and building prosperity for its residents, encouraging the participation of the private sector, and affirming the City’s investment commitment of \$100,000 for the EDC.

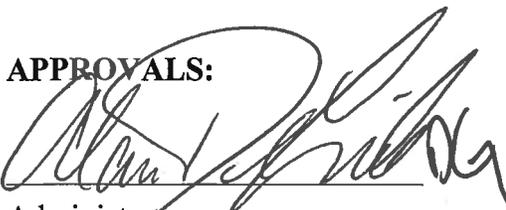
COST/FUNDING/ASSESSMENT INFORMATION:

Funding for this item has been budgeted and is available upon the completion of the capital campaign with the necessary private funding and final City Council approval.

RECOMMENDATION: The Administration recommends APPROVAL.

ATTACHMENTS: Resolution

APPROVALS:


Administration

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL SUPPORTING THE FUNDING AND OPERATION OF THE ST. PETERSBURG ECONOMIC DEVELOPMENT CORPORATION; AFFIRMING THE CITY'S SUPPORT FOR THE GROW SMARTER STRATEGY, WHICH IS FOCUSED ON ENHANCING ST. PETERSBURG'S BUSINESS CLIMATE AND BUILDING PROSPERITY FOR ITS RESIDENTS; ENCOURAGING THE PARTICPATION OF THE PRIVATE SECTOR; AFFIRMING THE CITY'S COMMITMENT OF UP TO \$100,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has been actively engaged in economic development planning efforts since its inception, and, in a more focused manner, since the organization of the Citizens' Goals Committee in 1971 and other numerous goals, plans, and investments which have been undertaken and implemented to move the City forward to the present; and

WHEREAS, the work of previous and current Mayors, City Councils, Chamber Members, City staff, the business community, and citizens have brought St. Petersburg to its current position as a unique destination and a center of this region, particularly in terms of the quality of life offered, including a thriving downtown and attractiveness to residents of all ages, including millennials; and

WHEREAS, to continue the momentum taking place in St. Petersburg, the St. Petersburg Area Chamber of Commerce and the City of St. Petersburg embarked on a year-long process to develop a strategic plan, known as the Grow Smarter Strategy, which includes the following phases: Competitive Assessment, Target Business Analysis, Marketing Review, Strategy and Implementation; and

WHEREAS, the City is actively engaged in implementing the Grow Smarter Strategy by:

- a) Focusing on the identified target business clusters, Marine and Life Sciences, Specialized Manufacturing, Financial Services, Data Analytics, and Creative Arts and Design;
- b) Developing the St. Petersburg Innovation District;
- c) Proceeding with holistic strategies to reduce poverty in South St. Petersburg through the South St. Petersburg Community Redevelopment Area;
- d) Maintaining the momentum of Downtown development through major projects including the Downtown Waterfront Master Plan, the St. Petersburg Pier, and other transformative developments; and
- e) Capitalizing on development opportunities on key commercial corridors; and

WHEREAS, the City and Chamber are actively engaged in promoting St. Petersburg as a growing hub for entrepreneurial and start-up activity through the Greenhouse Partnership; and

WHEREAS, the Grow Smarter Strategy, recommends a new initiative, the creation, funding and staffing of the St. Petersburg Economic Development Corporation ("EDC"), to serve as the catalyst for creating a vibrant sustainable economy by creating a public/private partnership to provide additional resources to attract new companies, assist in business retention, and recruiting world class talent, to bring new investment to our City to create prosperity for the City's residents; and

WHEREAS, the City Council is in full support of the Grow Smarter Strategy and the formation of the EDC, and urges City businesses to participate in the EDC, by investing financially as Investors or Advisors; and

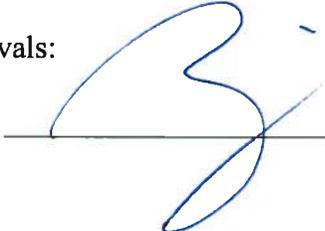
WHEREAS, the City stands ready to make a matching investment of up to \$100,000 in support of the EDC subject to appropriation of these funds, if necessary, and the approval of an agreement with the EDC.

NOW, THEREFORE BE IT RESOLVED, that the St. Petersburg City Council supports the funding and operation of the St. Petersburg Economic Development Corporation ("EDC") and affirms the City's support of the Grow Smarter Strategy, which is focused on enhancing St. Petersburg's business climate and building prosperity for residents and encouraging the participation of the private sector, and affirms the City's commitment of \$100,000 in matching funds for the EDC subject to appropriation, if necessary, and the approval of an agreement with the EDC.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal:



Administration:



CITY COUNCIL AGENDA REPORT ITEM

May 11, 2016

TO: The Honorable Members of City Council

SUBJECT: Bayfront Health St. Petersburg

PRESENTER: Kathy Gillette, President and CEO

SCHEDULE FOR COUNCIL ON:
Agenda of June 16, 2016

Amy Foster
Council Chair

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: Approving the selection of CH2M HILL Engineers, Inc. to provide engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed \$2,999,845; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement; rescinding an unencumbered appropriation from the Water Resources Capital Projects Fund (4003), WRF Improvements FY16 Project (15127) in the amount of \$3,199,845; approving a supplemental appropriation in the amount of \$3,199,845 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the SAN Wet Weather Mit FY16 PHII Project (15411) to provide the necessary funding for CH2M Hill Engineers, Inc. and other related costs such as engineering services, contingency and other soft costs; and providing an effective date. (Engineering Project No. 16080-111, Oracle No. 15411).

EXPLANATION: On December 17, 2015 City Council approved the Wet Weather Overflow Mitigation Program Study – Phase I with the firm of CH2M Hill Engineers, in the amount of \$191,046. This study evaluated capacities and peaking factors of the wastewater collection system, Water Reclamation Facilities (WRF's), and reclaimed water disposal facilities in order to identify the most cost-effective solution to mitigate potential wet weather overflows from a future storm event similar to July/August 2015. This study was completed and presented to the City Council's Budget, Finance, and Taxation Committee on April 21, 2016. The study concluded that the additional effluent pumping capacity and on-site storage capacity at the Southwest Water Reclamation Facility can mitigate flows from an event similar to the July/August 2015 event, and the most cost-effective method for wet weather overflow mitigation is to make improvements to the water reclamation facilities and reclaimed water disposal facilities. The study also found that the wet weather response in the collection system should be evaluated further to identify the most cost-effective strategies to mitigate wastewater collection system infiltration and inflows (I/I).

The study proposed a long term action plan for Phase II study to identify parts of the system in need of repairs and upgrades. Phase II tasks include citywide flow monitoring during dry and wet weather at 71 locations, rainfall and ground water monitoring, Influent and Infiltration characterization, Maximo Moorings Pilot Study results review, wastewater hydraulic model improvements, and capacity analysis/stress test. Phase III will include development of a Long Term I/I Abatement program and implementation of improvements under this program.

On May 27, 2016 the consultant selection committee selected CH2M Hill Engineers, Inc. to provide engineering services for the Wet Weather Overflow Mitigation program Phase II. Tasks include deployment of approximately 71 temporary flow monitors and data collectors and eight (8) rain gauges for approximately six (6) months, and an additional seventeen (17) flow monitors at locations with high flows for approximately four (4) months to further identify wastewater collection systems with higher Rainfall Dependent Infiltration and Inflows (RDII). Rainfall and groundwater data will be collected by installation of eight (8) rain gauges with data collectors, and twenty (20) groundwater monitoring wells with hourly recorders. The data collected during the first two (2) months of the monitoring period will be analyzed and used to deploy 17 additional flow monitors to targeted areas that demonstrate excessive flows. The monitors will collect data

for a four (4) month period. CH2M will provide all flow meters, rain gauges and underground well monitors, and process the data using specialized software and perform all required maintenance, calibration and quality control processes.

Flow monitoring data from both dry and wet weather periods will be analyzed using USEPA Sanitary Sewer Overflow Analysis and Planning (SSOAP) toolbox software to disaggregate the dry weather and wet weather flows. Flow data from the Maximo Moorings Pilot Study will also be analyzed and this data used to estimate the I/I removal potential of public and private components of the wastewater system.

The City's Infoworks Wastewater Hydraulic Model will be updated for lift station data, flow factors, planned projects, population and land use and the model will be calibrated using the flow data collected in accordance with industry standards.

The updated and calibrated wastewater hydraulic model will be used to analyze existing conditions and future conditions reflecting population growth, flow changes from I/I, groundwater, and planned projects. CH2M will use this model to perform a capacity assessment (stress test) of the collection system for a primary selected rainfall event, which is the August 2015 event including the prior wet period of July 2015. A climate resiliency evaluation will be performed to evaluate the impact of climate change including sea level rise and projected rainfall increase. Sea level rise will be estimated based on the Tampa Bay Climate Science Advisory Board's August 2015 ARTICLE "Recommended Projection of Sea Level Rise in the Tampa Bay Region" and USACE and SWFWMD data. The deliverables include an updated and calibrated Wastewater Collection Hydraulic Model, updated I/I reduction costs, a project report, and a City Council presentation anticipated in December 2017.

RECOMMENDATION: Administration recommends approval of selection of CH2M HILL Engineers, Inc. to provide engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed \$2,999,845; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement; rescinding an unencumbered appropriation from the Water Resources Capital Projects Fund (4003), WRF Improvements FY16 Project (15127) in the amount of \$3,199,845; approving a supplemental appropriation in the amount of \$3,199,845 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the SAN Wet Weather Mit FY16 PHII Project (15411) to provide the necessary funding for CH2M Hill Engineers, Inc. and other related costs. (Engineering Project No. 16080-111, Oracle No. 15411).

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the rescission of an unencumbered appropriation from the Water Resources Capital Projects Fund (4003), WRF Improvements 16 Project (15127) in the amount of \$3,199,845 and an appropriation in the amount of \$3,199,845 from the unappropriated balance of the Water Resources Capital Project Fund (4003) to the SAN Wet Weather Mit FY16 PHII Project (15411) to provide the necessary funding for CH2M Hill Engineers, Inc. and other related costs such as engineering services, contingency and other soft costs; and providing an effective date. (Engineering Project No. 16080-111, Oracle No. 15411).

ATTACHMENTS: Resolution

APPROVALS:

TBG

Administrative



Budget



RESOLUTION NO. 2016-__

A RESOLUTION APPROVING THE SELECTION OF CH2M HILL ENGINEERS, INC. TO PROVIDE ENGINEERING SERVICES RELATED TO THE WET WEATHER OVERFLOW MITIGATION PROGRAM – PHASE II PROJECT IN THE AMOUNT NOT TO EXCEED \$2,999,845; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS THE AGREEMENT; RESCINDING AN UNENCUMBERED APPROPRIATION FROM THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), WRF IMPROVEMENTS FY16 PROJECT (15127) IN THE AMOUNT OF \$3,199,845; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$3,199,845 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECT FUND (4003) TO THE SAN WET WEATHER MIT FY16 PHII PROJECT (15411) TO PROVIDE THE NECESSARY FUNDING FOR CH2M HILL ENGINEERS, INC. AND OTHER RELATED COSTS; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 16080-111, ORACLE NO. 15411).

WHEREAS, on December 17, 2015 City Council approved the Wet Weather Overflow Mitigation Program Study – Phase I with the firm of CH2M Hill Engineers, in the amount of \$191,046. This study evaluated capacities and peaking factors of the wastewater collection system, Water Reclamation Facilities (WRF's), and reclaimed water disposal facilities in order to identify the most cost-effective solution to mitigate potential wet weather overflows from a future storm event similar to July/August 2015. This study was completed and presented to the City Council's Budget, Finance, and Taxation Committee on April 21, 2016; and

WHEREAS, the study concluded that the additional effluent pumping capacity and on-site storage capacity at the Southwest Water Reclamation Facility can mitigate flows from an event similar to the July/August 2015 event, and the most cost-effective method for wet weather overflow mitigation is to make improvements to the water reclamation facilities and reclaimed water disposal facilities. The study also found that the wet weather response in the collection system should be evaluated further to identify the most cost-effective strategies to mitigate wastewater collection system infiltration and inflows (I/I); and

WHEREAS, the study proposed a long term action plan for Phase II study to identify parts of the system in need of repairs and upgrades; and

WHEREAS, on May 27, 2016 the consultant selection committee selected CH2M Hill Engineers, Inc. to provide engineering services for the Wet Weather Overflow Mitigation program Phase II. Tasks include deployment of approximately 71 temporary flow monitors and data collectors and eight (8) rain gauges for approximately six (6) months, and an additional seventeen (17) flow monitors at locations with high flows for approximately four (4) months to further identify wastewater collection systems with higher Rainfall Dependent Infiltration and Inflows (RDII). Rainfall and groundwater data will be collected by installation of eight (8) rain gauges with data collectors, and twenty (20) groundwater monitoring wells with hourly recorders.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of CH2M HILL Engineers, Inc. to provide engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed \$2,999,845 is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute an Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement;

BE IT FURTHER RESOLVED, that \$3,199,845 of the unencumbered appropriation from the Water Resources Capital Projects Fund (4003) for the WRF Improvements FY16 Project (15127) is hereby rescinded;

BE IT FURTHER RESOLVED, that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Water Resources Capital Project Fund (4003) for Fiscal Year 2016:

<u>Water Resources Capital Project Fund (4003)</u>	
SAN Wet Weather Mit FY16 PHII Project (15411)	\$3,199,845

This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department

By: (City Attorney or Designee)



Tom Greene

Budget Director

Approved by:



Thomas B. Gibson, P.E.

Engineering Director

ST. PETERSBURG CITY COUNCIL

Report Item Meeting of June 16, 2016

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

Subject: Approving the agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. ("Tampa Bay Watch") for Tampa Bay Watch to establish and permit a seagrass mitigation bank on city-owned submerged lands at a cost not to exceed \$387,500 and authorizing a supplemental appropriation in the amount of \$426,250 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, to the Engineering & Capital Improvement Administration (130-1341) to provide funding for this agreement and other project administrative costs.

Explanation: The City desires to establish a Seagrass Mitigation Bank ("Bank") over 161 acres of coastal submerged lands in Tampa Bay immediately adjacent to North Shore Park (Ex. A). The purpose of the Bank is to generate City-owned mitigation credits by enhancing, restoring, maintaining and protecting seagrass within the Bank area. The credits generated by this environmental project can be sold to offset future development activities that impact seagrass communities in Tampa Bay and possibly other areas of West Central Florida. The sale of credits could potentially generate millions of dollars in net income for the City. These funds can be used to support other environmental and green initiatives within the City as well as educational programs in the new St. Petersburg Pier District or elsewhere in the Downtown Waterfront.

On July 23, 2015, City Council voted unanimously to place on the November 2015 ballot a referendum that asked voters to approve the placement of use and development restrictions over those certain City-owned and Charter-protected submerged lands that will be the location of the Bank. Nearly 85% of voters said yes to this question. This allows the City to eventually place a conservation easement over the Bank's submerged lands, a threshold requirement of the permitting agencies tasked with ensuring the ecological integrity of the project.

The Procurement and Supply Management Department issued Request for Proposals No. 7963, Seagrass Mitigation Bank on March 11, 2016 ("RFP") seeking proposals from qualified firms for (i) the establishment and permitting of a seagrass mitigation bank on City-owned submerged lands and (ii) potential future environmental education programming, operation and maintenance of the seagrass mitigation bank, and marketing and sale of seagrass mitigation bank credits.

The Procurement and Supply Management Department received five proposals in response to the RFP. The proposals were evaluated by Anne Fritz, Finance; Thomas Gibson, Engineering and Capital Improvements, and Sharon Wright, Mayor's Office. The proposals were evaluated on the background and experience of each firm (including its subconsultants and contractors); project approach (including ability to provide the services in a timely manner); relevant project examples; and cost summary of Phase 1.

Based on the presentations, deliberations and RFP materials submitted by the five (5) firms, the selection committee for the RFP process ranked as follows:

Rank	Firm
1.	Tampa Bay Watch, Inc. (Tierra Verde, FL)
2.	Stantec Consulting Services, Inc. (Alberta, Canada)
3.	Bio-Tech Consulting, Inc. (Orlando, FL)
4.	Aquatic Resource Mitigation, Inc. (Gainesville, FL)
5.	Tetra Tech, Inc. (Pasadena, CA)

The committee recommended Tampa Bay Watch, Inc. because they are a not-for-profit organization, their team provides experience and institutional knowledge, their proposed engagement with neighborhood associations, volunteers and education programs, and their reduced cost.

Tampa Bay Watch, Inc., has met the requirements, terms and conditions of the RFP. Tampa Bay Watch is located in Tierra Verde and has been in business since 1993. The principals of Tampa Bay Watch, Inc. are Peter A. Clark, president/director; Matthew Bissett, chairman; Kelso Kevin, vice chair and Doug Sokolowski, treasurer.

The Bank will be launched in two phases. Phase I entails establishment of an environmental data baseline, a restoration phase, and permitting. Tampa Bay Watch will initially seek to characterize the biological and oceanographic status of the Bank site in a data collection effort that will be needed for designing and permitting the Bank. Next, the restoration phase will seek to augment the Bank site to maximize its ability to keep its current seagrass and grow new meadows in the future, particularly in the dredge hole immediately off of the beach at North Shore Park. Finally, with baseline data in hand and the restoration underway, Tampa Bay Watch will assist the City in its applications for permits with the applicable regulatory agencies, particularly the U.S. Army Corps of Engineers and the Southwest Florida Water Management District.

The City has an eye towards the future launch of the Bank, including the marketing and sale of credits generated through the Bank and future environmental education programming, with the conceptual plan requested in the RFP. The conceptual plan will offer Tampa Bay Watch's vision for how it intends to manage the operations of the Bank into Phase II and over the course of its existence. The conceptual plan gives the City the option, for the sake of continuity, to engage Tampa Bay Watch by a separate agreement (which separate agreement would be subject to City Council approval) to continue as the lead of the Bank into Phase II while not binding the City to this option should at that point the two parties seek to go in a different direction.

The City has an opportunity to embark on a multi-decadal partnership with the environmental stewards at Tampa Bay Watch, and to pursue efforts to improve the "triple bottom line" – reaping environmental, social, and financial rewards. In addition to the income projected by the sale of credits, the establishment of one of the country's first seagrass banks, and certainly the first by a municipality, would bolster St. Petersburg's reputation as an international marine cluster. Educational efforts designed around the environmental and water quality improvements associated with seagrass growth would also be a key component to the long-term operations of the Bank.

Finally, the City would be taking a significant step in building on the success of seagrass regrowth observed throughout Tampa Bay.

Recommendation: The Procurement Department in cooperation with the Public Works Administration recommends that the City Council approve the attached resolution.

Cost/Funding/Assessment Information: Funds for this agreement (\$387,500) and other project administrative costs (\$38,750) will be available after a supplemental appropriation in the amount of \$426,250 from the unappropriated fund balance of the General Fund (0001), BP Settlement funds to the Engineering & Capital Improvement Administration (130-1341).

Attachment: Resolution
Agreement

Approvals:



Administrative



Budget

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND TAMPA BAY WATCH, INC. ("TAMPA BAY WATCH") FOR TAMPA BAY WATCH TO ESTABLISH AND PERMIT A SEAGRASS MITIGATION BANK ON CITY-OWNED SUBMERGED LANDS AT A COST NOT TO EXCEED \$387,500; 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; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$426,250 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), BP SETTLEMENT FUNDS, TO THE ENGINEERING & CAPITAL IMPROVEMENT ADMINISTRATION (130-1341) TO PROVIDE FUNDING FOR THIS AGREEMENT AND OTHER PROJECT ADMINISTRATIVE COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department issued Request for Proposals No. 7963, Seagrass Mitigation Bank on March 11, 2016 ("RFP") seeking proposals from qualified firms for (i) the establishment and permitting of a seagrass mitigation bank on City-owned submerged lands and (ii) potential future environmental education programming, operation and maintenance of the seagrass mitigation bank, and marketing and sale of seagrass mitigation bank credits; and

WHEREAS, the City of St. Petersburg, Florida ("City") received five (5) proposals in response to the RFP; and

WHEREAS, based on the presentations, deliberations and RFP materials submitted by the five (5) firms, the selection committee for the RFP process selected Tampa Bay Watch, Inc. ("Tampa Bay Watch"); and

WHEREAS, Tampa Bay Watch has met the terms and conditions of the RFP; and

WHEREAS, the City and Tampa Bay Watch desire to execute an agreement ("Agreement") for Tampa Bay Watch to establish and permit a seagrass mitigation bank on City-owned submerged lands at a cost not to exceed \$387,500; and

WHEREAS, Tampa Bay Watch has agreed to the terms and conditions set forth in the Agreement; and

WHEREAS, a supplemental appropriation in the amount of \$426,250 from the unappropriated fund balance of the General Fund, BP Settlement funds to the Engineering & Capital Improvement Administration (130-1341) is needed to provide funding for the Agreement and other project administrative costs.

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 Tampa Bay Watch, Inc. ("Tampa Bay Watch") for Tampa Bay Watch to establish and permit a seagrass mitigation bank on City-owned submerged lands at a cost not to exceed \$387,500 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 is hereby approved from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, the following supplemental appropriation for FY16:

<u>General Fund (0001)</u>	
Engineering & Capital Improvement Administration (130-1341)	\$426,500

This Resolution shall become effective immediately upon its adoption.

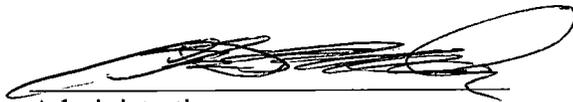
Approvals:



City Attorney (Designee)



Budget



Administration
Resolution V.2 274392

ATTACHED IS THE CURRENT VERSION OF THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND TAMPA BAY WATCH, INC. WHICH WILL BE DISCUSSED AT THE JUNE 16, 2016, CITY COUNCIL MEETING.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of June, 2016, ("Execution Date") by and between Tampa Bay Watch, Inc. ("Contractor"), and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

RECITALS

WHEREAS, the City issued Request for Proposals No. 7963, Seagrass Mitigation Bank on March 11, 2016 ("RFP") seeking proposals from qualified firms for (i) the establishment and permitting of a seagrass mitigation bank on City-owned submerged lands and (ii) potential future environmental education programming, operation and maintenance of the seagrass mitigation bank, and marketing and sale of seagrass mitigation bank credits; and

WHEREAS, the selection committee for the RFP process selected Contractor; and

WHEREAS, the City wishes to contract with Contractor for Contractor to to establish and permit a seagrass mitigation bank on City-owned submerged; 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 Parties agree as follows:

- Contractor Duties.** Contractor shall perform the services and provide the Deliverables set forth in Appendix A ("Scope of Services") for the City in full and complete accordance with this Agreement. Appendix A is attached hereto and made a part hereof. Where not clearly specified in the Scope of Services, the format and level of detail for Deliverables shall be mutually agreed upon by the Parties in writing. Without limiting the generality of the foregoing, Contractor shall perform the services and provide the Deliverables to establish and permit a seagrass mitigation bank for the City within a designated area (as described in the Scope of Services) on City-owned submerged lands in Tampa Bay located generally to the east of North Shore Park.
- Schedule.** Contractor shall perform the Scope of Services and provide the Deliverables in accordance with the deadlines set forth in the Scope of Services.
- Term.** The Agreement shall commence on the Execution Date and shall remain in full force and effect until Contractor has performed its obligations under this Agreement, including the Scope of Services, and the City has accepted all Deliverables pursuant to Paragraph 34 of this Agreement.

4. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with the payment schedule set forth in Appendix B ("Payment"). Appendix B is attached hereto and made a part hereof. The Payment shall not exceed three hundred eighty seven thousand five hundred dollars (\$387,500). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, materials, phone, postage, and mileage. Contractor shall invoice the City on a monthly basis and the City shall pay Contractor within thirty (30) days of receipt of such invoice (provided Contractor is in compliance with the terms and conditions of this Agreement). The Payment may only be increased in strict accordance with this Agreement.

5. **Indemnification.**

A. 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 or subcontractors; or
- 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
- 3) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, 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 Contractor, its employees, agents, representatives, or subcontractors.

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 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.

6. **Insurance.**

- A. 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 \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Contractor'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. 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.
- 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.

7. **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
P. O. Box 2842
St. Petersburg, FL 33731

CONTRACTOR:

Tampa Bay Watch, Inc.
Attn: Peter Clark
3000 Pinellas Bayway South
Tierra Verde, FL 34787

8. **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.
9. **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.
10. **Assignment.** Contractor 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.
11. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor. If this Agreement is terminated by the City for convenience, the City shall pay the Contractor costs and fees for work performed and services provided up to the effective date of termination, provided such costs and fees are owed to the Contractor pursuant to this Agreement. Contractor shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for work performed and services provided up to the effective date of termination.
 - 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.
12. **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.
13. **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. There shall be no modification of the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
 - C. 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.
 - D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment except pursuant to a Contract Adjustment duly executed by both Parties.
- 14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
 - 15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
 - 16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to all applicable environmental Laws, all Laws related to permitting a seagrass mitigation bank, and Florida public records laws (e.g., Chapter 119, Florida Statutes).
 - 17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
 - 18. **No Liens.** 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.
 - 19. **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.
 - 20. **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, without the written consent of the named party.

21. **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.
22. **City Consent and Action.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") 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.
23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
24. **Books and Records.** 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 with respect to this Agreement shall be kept by Contractor 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.
25. **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.
26. **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.

27. **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 Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
28. **Permits and Licenses.** Contractor 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 Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
29. **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.
30. **Subcontract.**
 - A. 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.
 - 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.
31. **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.
32. **City Data.** All data, documents and other City property shall remain the exclusive property of the City. Contractor agrees that such City property shall be used solely for the purpose

of performing the Scope of Services. Contractor shall be responsible for the safekeeping of such property and, if the City so requests, Contractor shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services, all such property shall be returned to the City.

33. **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 patent, copyright, trademark and other intellectual property rights therein. Contractor shall take all actions necessary to assure that such title vests in the City.
34. **Acceptance.** The City shall accept Deliverables which conform to the requirements of this Agreement. The City shall notify Contractor in writing of acceptance of each Deliverable. The City will give Contractor notification within ten (10) calendar days of receipt of a Deliverable of any discovery by the City of non-conformance of the Deliverable with the requirements of this Agreement (“Non-Conformance”) and Contractor shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall the period to correct the Non-Conformance exceed thirty (30) calendar days from the date the City provides notice of Non-Conformance to Contractor.
35. **Warranty.** Contractor warrants that the services required by this Agreement shall be performed by Contractor with reasonable care in a diligent, professional and competent manner.
36. **Public Records.**
 - A. Contractor shall (i) keep and maintain public records (as defined in Florida Laws regarding public records) 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 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 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.

37. **Agreement Components.**

- A. The agreement components are this Agreement, the appendices to this Agreement and the following documents, which are made a part hereof by reference ("Other Documents"):

- (i) Request for Proposals No. 7963, Seagrass Mitigation Bank, dated March 11, 2016 and addendum ("Document 1").
- (ii) Contractor's Best & Final Offer received June 1, 2016 ("Document 2").
- (iii) Contractor's Proposal dated April 12, 2016 ("Document 3")

- 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).

38. **No Guarantee of Future Relationship.** After review and acceptance of the Deliverables, the City may in its sole option determine whether, and in what manner, to undertake environmental education programming, operation and maintenance of the seagrass mitigation bank, and marketing and sale of seagrass mitigation bank credits; and shall not be bound by the findings of the Deliverables, nor under any obligation to continue any relationship with Contractor.

REMAINING PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

TAMPA BAY WATCH, INC.

By: _____

Print: _____

Title: _____

WITNESSES:

By: _____

Print: _____

By: _____

Print: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Print: _____

Title: _____

Attest: _____

Chan Srinivasa, City Clerk

(SEAL)

Approved as to Content and Form:

City Attorney (Designee)

274419 v2

(Acknowledgment of Contractor)

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

The foregoing Agreement was acknowledged before me this ___ day of June, 2016,
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.

(SEAL)

NOTARY PUBLIC:

My commission expires: _____

Appendix A – Scope of Services

Scope of Services: Offeror shall furnish all materials and perform all services for Phase I, the establishment and permitting of the Bank and for a potential future Phase II, environmental education programming, operation and maintenance (O&M) of the Bank, and marketing and sale of Bank credits.

Phase I – Offeror shall perform the Scope of Services set forth below for Phase I, the establishment and permitting of the Bank:

a. Baseline Establishment Phase – Offeror shall provide the following deliverables for this phase:

- (1) Biological characterization of the seagrass and identification of other native and non-native communities located throughout the Project Area, including percent cover of desirable species and percent bare ground;
- (2) Biological water quality characterization, including stormwater and other input source documentation;
- (3) Biological sediment and benthic characterization; and
- (4) Submittal of a Scope of Work, to be performed by the City or its contractors, that includes the following professional services:
 - (a) Project Area survey and bathymetry, including dimensional and volumetric estimates of the Dredge Site; and
 - (b) Identification of and recommendations for potential upland stormwater improvements (in conjunction with the City's Engineering Department).

Start: June 2016
Completed by: October 2016

b. Restoration Plan Phase – Offeror shall provide the following deliverables for this phase:

- (1) Characterization of the Dredge Site, including dimensional and volume estimates;
- (2) Identification of potential fill sources in the region, including “beneficial use” of dredged material as defined by the U.S. Army Corps of Engineers (USACE);
- (3) Identification and characterization of other potential secondary seagrass enhancement areas within the Project Area;
- (4) Evaluation of seagrass impacts throughout the Project Area and recommendations for minimization or reversal of impacts;
- (5) Identification and recommendation of other ecological restoration opportunities; and
- (6) Quantification of range of potential Bank credits generated by the Restoration Plan.

Start: June 2016
Completed by: January 2017

c. Permit Application – Offeror shall prepare the permit application to the USACE, including, but not limited to, the following tasks:

- (1) Completion of Baseline Establishment;
- (2) Completion of Restoration Plan;
- (3) Development of Bank instruments, including, but not limited to:
 - (a) Construction bonds
 - (b) Long-term maintenance endowment and other financial assurances required by the USACE; and
 - (c) Conservation easement over the Project Area (in conjunction with the City's Real Estate and Property Management Department and the City Attorney's Office);
- (4) Establishment of timelines for the long-term construction and restoration tasks for the life of the Bank; and
- (5) Attending meetings and Project Area site visits with all agencies with jurisdiction over the Bank.

Start: October 2016
Completed by: October 2018

- d. Conceptual Plan – Offeror shall prepare a conceptual plan narrative of future O&M activities required for the management of the Bank in a manner consistent with permitting and other applicable USACE, federal, state and local agency requirements.

Start: October 2018
Completed by: October 2018

Appendix B – Payment Schedule

Phase I – North Shore Seagrass Bank Project

a. Baseline Establishment Phase	\$57,000
b. Restoration Plan Phase	\$95,000
c. Permit Application	\$225,500
d. Conceptual Plan	\$10,000

Total Payment for Phase 1: \$387,500

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: May 24, 2016

COUNCIL DATE: June 16, 2016

**RE: *Resolution of Support – Proposed monument with artwork
commemorating the first Worlds First Commercial Airline Flight of the
Benoist Airboat***

ACTION DESIRED:

Respectfully requesting a Resolution of Support for the concept of a proposed monument with artwork commemorating the first Worlds First Commercial Airline Flight of the Benoist Airboat.

Ed Montanari
Council Member, District 3

F-1

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, EXPRESSING SUPPORT FOR THE CONCEPT OF A PROPOSED MONUMENT WITH ARTWORK COMMEMORATING THE WORLDS FIRST COMMERCIAL AIRLINE AND THE SOUTH SIDE OF SECOND AVENUE NE IN THE AREA REFERRED TO ON THE PARKS AND WATERFRONT MAP AS THE PIER PARKING AREA AS THE PROPOSED LOCATION FOR PLACEMENT OF SUCH PROPOSED MONUMENT WITH ARTWORK; PROVIDING THAT ACCEPTING THE MONUMENT WITH ARTWORK IS SUBJECT TO REQUIRED PROCESSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg is the birthplace of global commercial aviation; and

WHEREAS, the "St. Petersburg - Tampa Airboat Line" was the worlds first commercial airline and began operations in St. Petersburg on January 1st, 1914; and

WHEREAS, the first commercial airline is a testament to the support and vision of early City leaders including Mayor Abe Phiel, Mayor Noel Mitchell and the Board of Trade; and

WHEREAS, since 1938 there has been a modest monument celebrating the birthplace of the first commercial airline on the approach to the Pier; and

WHEREAS, a new first airline monument will (i) be a worthy tribute to St. Petersburg as the birthplace of global commercial aviation; (ii) be a tribute to early City leaders who embraced new technology; (iii) serve as a destination monument for both City residents and visitors; and (iv) promote a greater understanding and appreciation of our City's heritage; and

WHEREAS, the St. Petersburg City Council ("City Council") has previously adopted rules and procedures for the acceptance of monuments with artwork; and

WHEREAS, such rules and procedures for the acceptance of monuments with artwork provide that an application be submitted and reviewed for historic accuracy; and

WHEREAS, if approved for historic accuracy, such application shall be referred to the Office of Cultural Affairs, who shall commence the process for donations of art to the City pursuant to Chapter 5, Article IV, Division 2 of the St. Petersburg City Code; and

WHEREAS, the process requires that a gifts panel be created to review the application (and other factors set forth in the City Code), and make a recommendation to the Public Arts Commission, who will then make a recommendation to the City Council concerning acceptance of the monument with artwork and the location for placement

of the monument with artwork; and

WHEREAS, a private organization, Flight 2014, Inc. ("Flight 2014") has requested that City Council adopt a resolution expressing support for the concept of a proposed new monument with artwork and the proposed location for placement of such proposed monument with artwork prior to Flight 2014 soliciting donations and commissioning of the monument with artwork; and

WHEREAS, the monument with artwork, as proposed, would consist of a full scale replica of the Benoist Airboat (employed by the first airline) to be located on the south side of Second Avenue NE in the area referred to on the Parks and Waterfront Map as the Pier Parking Area.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council hereby expresses its strong support for the concept of a proposed monument with artwork to be commissioned by Flight 2014 (which consists of a full scale replica of the Benoist Airboat commemorating the first commercial airline) and the south side of Second Avenue NE in the area referred to on the Parks and Waterfront Map as the Pier Parking Area as the proposed location for placement of such proposed monument with artwork.

BE IT FURTHER RESOLVED that this Resolution in support is subject to completion of the required review processes, including those set forth in this Resolution, and that City Council's consideration of acceptance of the monument with artwork when completed and/or its approval of the placement of completed monument with artwork at a location on the south side of Second Avenue NE in the area referred to on the Parks and Waterfront Map as the Pier Parking Area is not restricted by this Resolution and the Council may accept or reject the monument with artwork or select an alternate location if it deems that appropriate.

BE IT FURTHER RESOLVED that Flight 2014 shall keep City Administration, the City's construction manager for the Pier Project and the Pier Approach Project, and the City's architect firms for the Pier Project and the Pier Approach Project informed of the status of the monument with artwork and shall endeavor to coordinate the location for the placement of the monument with artwork (provided such monument with artwork and location obtained all required approvals) with the completion of the Pier District Project.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)

6-16-16 New Business Item
273340 FINAL

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: June 2, 2016

COUNCIL DATE: June 16, 2016

RE: *Retirement Benefit for "Forgotten Firefighters"*

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance and Taxation Committee for consideration of benefits for the "Forgotten Firefighters" to provide a level of certainty of future benefits.

RATIONALE:

The City pays retirement benefits to several groups of employees including firefighters. The City and the firefighters union agreed to retirement benefit changes a couple of times over the years. Generally, retirement benefits include some form of inflation adder. There is a group of firefighter retirees, numbering about 150, that only receive an increase when the Mayor proposes one and Council approves one. This only happens about every 8 years.

Karl Nurse
Council Member

E-2

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: June 8, 2016

COUNCIL DATE: June 16, 2016

RE: *Penny for Pinellas Renewal and Sewer System*

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance and Taxation Committee to consider earmarking at least \$20 million from the next round of Penny for Pinellas funding for sanitary sewer infrastructure renovations.

RATIONALE:

The current round of Penny for Pinellas will be up for a renewal vote in November 2017. The current round included about \$21 million for storm water system infrastructure which helped us reduce the backlog in flooding issues. It is time to begin to assemble a package of appropriate projects for next year's vote. If we are able to include a significant investment of penny funds to address our deferred sewer system maintenance, we could reduce to pressure for sizable rate increases in our sewer fees. By the time the vote occurs, we will have completed our studies and will have a clearer picture of the repair needs. Finally, if these potential funds were included in future funding projections, our rate study can reflect the smaller increase in future funding needed for our sewer system.

Karl Nurse
Council Member

COUNCIL AGENDA NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **June 7, 2016**

COUNCIL DATE: **June 16, 2016**

RE: ***Referral to the Public Services & Infrastructure Committee
'Green Cart Initiative' Amendment to Regulations for Pushcart Vending***

ACTION DESIRED:

Respectfully request to refer to the Public Services & Infrastructure committee to consider amendment to Regulations for Pushcart Vending to expand areas of operation of mobile food carts to “food desert” areas that incentivize specific licenses that encourage exclusive vending of fresh fruits, vegetables, nuts, and grains.

BACKGROUND:

Currently, there is critical national, state, and local emphasis on the determinants of public health that center on nutritional choices and access.

Present pushcart vending rules allow for carts to operate in downtown areas and private property where there is an existing commercial business. The current laws do not allow vendors outside of these areas, nor is there any incentive to encourage mobile food carts that offer exclusive fresh produce, nuts, or grains.

Creative municipal policies will signal willingness and enthusiasm to support potential local entrepreneurship pushcart opportunities, encourage partnership with private entities, and back our City’s stated goals and programmatic projects to expand access to affordable, healthy produce in low-income neighborhoods.

Darden Rice, Vice Chair
Council Member, District 4

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **June 8, 2016**

COUNCIL DATE: **June 16, 2016**

RE: ***The use of TIF Funding for \$6 Million of Capital Projects in the Intown TIF Area and Redirecting Those***

ACTION DESIRED:

Respectfully requesting Administration to negotiate with the County to allow this transfer of funds to speed the rehabilitation of our sewer system.

RATIONALE:

The Budget Department and this Council Member have identified approximately \$6 million of capital projects over the next 4 years that meet the criteria of possible TIF funded projects. Those projects are currently funded from the capital budget. If we ask the County to allow us to pay for these capital projects using TIF funding rather than capital budgets funds, it would be possible to redirect those original funds to the sewer system rehabilitation project. This would reduce the needed increase in sewer fees on the utility bills and increase the ability to do additional work on a pay as you go basis.

Karl Nurse
Council Member

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: June 8, 2016

COUNCIL DATE: June 16, 2016

RE: *Allocate up to \$3 Million of BP Funds for Sewer Repairs*

ACTION DESIRED:

Respectfully request City Council allocate up to \$3 million to the Water Resources Department to significantly increase the near term lining of broken sewer pipes, the rehabilitation of manhole covers and other related work that will reduce the infiltration of storm water into the sanitary sewer system.

RATIONALE:

The City received approximately \$6.47 million in funds from the BP oil spill settlement. Most of the funds have been held pending decisions about our sewer system repairs. We are just beginning the 18 month study to identify all the leaks in our system. The major expansion projects of the treatment plants are all 3-5 year projects. In the meantime, we know there is a multi-million dollar backlog of high priority broken pipe repair needs. The original gap over five years was \$45 million of needs and \$29 million in funding which has been modestly narrowed. The purpose of this allocation is to do projects that can be started and/or expanded in the coming months.

Karl Nurse
Council Member

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

AGENDA

June 9, 2016

8:00 a.m. - City Hall Room 100

Present: Committee Members Chair James R. "Jim" Kennedy, Jr., Vice-Chair Karl Nurse
Charles Gerdes and Ed Montanari (alternate).

Absent: Councilmember Darden Rice.

Also: Councilmember Lisa Wheeler-Brown; Chief Assistant City Attorney, Jeannine Williams;
Assistant City Attorney, Jordan Wolfgram; City Auditor, Bradley Scott; Manager Parks and
Recreation, Linda Seufert; Fire District Chief, Dean Adamides; City Clerk, Chan Srinivasa and
Senior Deputy City Clerk, Cathy E. Davis.

A. Call to Order

Chair Kennedy called the meeting to order with the above persons present.

B. Approval of Agenda

In connection with the approval of the meeting agenda Councilmember Gerdes motioned that the agenda be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Montanari. Nays. None. Absent. Rice.

C. Approval of Minutes

Councilmember Gerdes motioned that the minutes of May 26th be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Montanari. Nays. None. Absent. Rice.

D. New/Deferred Business

1. June 9, 2016

Approval of the contract with Cherry Bekaert for External Audit Services RFP

Report - City Auditor Brad Scott

Brad Scott presented the three year contract for Cherry Bekaert for external audit services. The contract is similar to the current contract with minor changes and has two – one year options.

Committee Action: Councilmember Gerdes motioned that the proposed resolution be approved by the committee and forwarded to full council for consideration and approval. The motion passed unanimously. Ayes. Kennedy. Gerdes. Nurse. Nays. None. Absent. Rice.

Promoting a form of democracy that will allow matching of small local contributions

Report – Assistant City Attorney Jordan Wolfgram and City Clerk, Chan Srinivasa.

Jeannine Williams stated that there was no specific preemption for doing a matching campaign finance program. Florida Statutes states that the election statutes, Chapters 97-105, have specific preemptive statements. Campaign finance statute starts on Chapter 106. There are number of items that could be included in the campaign matching program that the City would need to make sure does not conflict with the preemptive areas.

The City of Tallahassee has recently implemented a re-imbursement program for campaign contributions. If a person donates to a candidate, and completes the application, the city will reimburse the contributor. The citizens of Tallahassee passed a charter referendum to have some sort of matching campaign contribution program. Because of the amount of risk of conflicting with the preemptive statutes, the City of Tallahassee went with a re-imbursement program, instead of a matching program. The City of Tallahassee has added an ethics board to implement the program along with staff.

Chan Srinivasa voiced concerns from the city clerk's office including limitation of staff, oversight of the program, and risk contribution roster not matching those of the campaign treasurer. Using a reimbursement program instead of a matching program brought some additional questions. State statute states that in-kind services can be a campaign donation, raising the question if in-kind services will be reimbursed and if so, at what rate. Time frame of process of reimbursements also brought up some concerns. Mr. Srinivasa reminded the committee that there are measures in place for individuals to be a candidate without necessarily having funding up front. The city charter allows that individuals provide petitions to get on the ballot. The State allows candidates to fill out an Affidavit of Undue Burden if they do not have the election assessment fees and once the candidate raises funding, the State Elections Assessment fees can be paid from the campaign funds after the election is over if there is monies leftover from the campaign.

Funding would come from the general fund. Discussion occurred over if adding a non-appropriation clause or different wording would provide the council the discretion not to fund the program if budget was a concern. Jordan Wolfgram stated that non-appropriation clauses have failed in court.

Discussion continued over having a campaign matching program and the concerns it may bring compared the benefits of the program. Discussion if legal should draft a charter referendum be brought back in six months occurred, but concerns was voiced that there should be a process for the program first. After further discussion, it was decided to take no action taken.

Committee Action: None.

Request Publication of the Consolidated Plan and Annual Action Plan

Report – Joshua Johnson Housing and Community Development Director

Joshua Johnson presented the Consolidated Plan and Annual Action Plan. This year a new 5-year consolidated plan was prepared along with the annual action plan. Per the HUD requirements, the consolidated plan needs to go for public comments at least 30 days prior to going before council for approval.

Mr. Johnson explained that work on the plan started in October, 2015. In January, 2016, public hearings were scheduled and then applications for funding were accepted. In May, 2016, the applications went to the Consolidated Plan Review Committee for review and selection of which applications would be funded at what amount. The Review Committee is made up of 4 city council members and 5 private citizens. The list of funded applicants is required to be publicized before going to city council.

CM Gerdes asked if the annual action plan is in sync with the new approach of HUD in placing priority on permanent housing, not transitional and emergency housing. Mr. Johnson explained that funding is going to organizations that provide housing and that provide funding for rent and utilities. There is also funding in the Housing Departments budget by way of "SHIP" funds to provide rental assistance. There is always a need for transitional housing but the priority is on permanent housing.

Committee Action: Councilmember Gerdes motioned that the proposed resolution be approved by the committee and forwarded to full council for consideration and approval. The motion passed unanimously. Ayes. Kennedy, Gerdes, Nurse. Nays. None. Absent. Rice.

E. Continued Business

None

F. Upcoming Meetings and Agenda Tentative Issues

July 14, 2016

a. Recommending approval of allocation of BP Funds to develop and establish a Climate Action Plan for the City of St. Petersburg (Wright)

b. Potential Recycling Expansion for Multifamily properties (Shirley/Dove)

July 28, 2016

c. F17 Utility Rates with Bond Insurance (Tankwesley/Fritz)

d. Changes to Purchasing Requirements (Moore)

e. 2016 Management Evaluation – Purchasing (Scott)

Councilmember Kennedy request that administration meet with council members ahead of time related to FY17 rates and look back at prior meetings relating to the their request as to what options they would like to presented at this meeting.

Councilmember Kennedy also reminded members that the Management Evaluation will be brought up again in the October meeting. There is \$50,000 in this year's budget and if it is not used this year, there is an option of rolling over the money for another evaluation. The IT Department has been discussed as a possible department for an evaluation.

G. New Business Item Referrals

The notes that will reflect that Airbnb was referred to the Committee of the Whole.

On the Weeki Wachee Project List, Councilmember Kennedy request that administration check on the status of the Maximo Park Project and Child's Park projects. Councilmember Gerdes stated the Sunset Park Project can be removed from the list. Councilmember Kennedy asked to start the process in removing Sunset Park from the list.

H. Adjournment

There being no further business, the meeting was adjourned at 8:59 a.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR CHERRY BEKAERT LLP TO PERFORM THE ANNUAL AUDIT OF THE CITY OF ST. PETERSBURG, FLORIDA'S BOOKS AND RECORDS FOR FISCAL YEARS ENDING 2016, 2017 AND 2018 AND PROVIDE RELATED SERVICES; AUTHORIZING THE CHAIR OF THE BUDGET, FINANCE AND TAXATION COUNCIL COMMITTEE TO EXECUTE THE AGREEMENT AND TO APPROVE AND EXECUTE CERTAIN AMENDMENTS AND ENGAGEMENT LETTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Budget, Finance & Taxation Council Committee ("Committee") recommended negotiating an agreement with Cherry Bekaert LLP ("Cherry Bekaert") to perform the annual audit of the City's books and records for fiscal years ending 2016, 2017 and 2018 and provide related services; and

WHEREAS, pursuant to the agreement, the City has the option to direct Cherry Bekaert to perform annual audits and related services for fiscal years ending 2019 and 2020; and

WHEREAS, the agreement sets forth the terms and conditions related to Cherry Bekaert's performance of the audits and related services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida ("City"), that the agreement for Cherry Bekaert to perform the annual audit of the City's books and records for fiscal years ending 2016, 2017, and 2018 and provide related services is hereby approved.

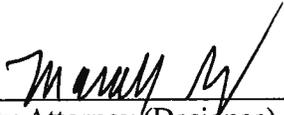
BE IT FURTHER RESOLVED that the Chair of the Budget, Finance & Taxation Council Committee ("Committee") is authorized to execute the agreement.

BE IT FURTHER RESOLVED that the Chair of the Committee is authorized to approve and execute amendments to the agreement to the extent that such amendments do not increase the total contract price set forth in the agreement and do not materially change the City's or Cherry Bekaert's obligations under the agreement (e.g., the Chair of the Committee may approve minor changes in scope of services and execute amendments related to such changes).

BE IT FURTHER RESOLVED that the Chair of the Committee is authorized to approve and execute engagement letters to the extent that such engagement letters do not increase the total price set forth in the agreement and do not materially change the City's or Cherry Bekaert's obligations under the agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)
00274037 Final

Resolution No. 2016- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE THE CITY'S DRAFT FY 2016/17 - FY 2020/21 CONSOLIDATED PLAN AND FY 2016/17 ANNUAL ACTION PLAN AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applications submitted by non-profits for funding under the FY 2016/17 Annual Action Plan were evaluated by the City's Consolidated Plan Ad Hoc Application Review Committee ("Committee") on May 13, 2016; and

WHEREAS, the Committee has made its recommendations for funding non-profit applications and City initiated projects which comprise the draft Consolidated Plan for FY2016/17 - FY 2020/21 and the FY2016/17 Annual Action Plan; and

WHEREAS, the submission of the Consolidated Plan and Annual Action Plan to The U.S. Department of Housing and Urban Development ("HUD") is required for the City to receive its annual Formula Allocations; and

WHEREAS, the draft Consolidated Plan and Annual Action Plan must be advertised for thirty days for public comment, after which the full City Council will hold a public hearing on July 21, 2016.

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 advertise the City's draft FY 2016/17 - FY 2020/21 Consolidated Plan and FY 2016/17 Annual Action Plan, and to execute all other documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal



Administration:



RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT FOR CHERRY BEKAERT LLP TO PERFORM THE ANNUAL AUDIT OF THE CITY OF ST. PETERSBURG, FLORIDA'S BOOKS AND RECORDS FOR FISCAL YEARS ENDING 2016, 2017 AND 2018 AND PROVIDE RELATED SERVICES; AUTHORIZING THE CHAIR OF THE BUDGET, FINANCE AND TAXATION COUNCIL COMMITTEE TO EXECUTE THE AGREEMENT AND TO APPROVE AND EXECUTE CERTAIN AMENDMENTS AND ENGAGEMENT LETTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Budget, Finance & Taxation Council Committee ("Committee") recommended negotiating an agreement with Cherry Bekaert LLP ("Cherry Bekaert") to perform the annual audit of the City's books and records for fiscal years ending 2016, 2017 and 2018 and provide related services; and

WHEREAS, pursuant to the agreement, the City has the option to direct Cherry Bekaert to perform annual audits and related services for fiscal years ending 2019 and 2020; and

WHEREAS, the agreement sets forth the terms and conditions related to Cherry Bekaert's performance of the audits and related services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida ("City"), that the agreement for Cherry Bekaert to perform the annual audit of the City's books and records for fiscal years ending 2016, 2017, and 2018 and provide related services is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Budget, Finance & Taxation Council Committee ("Committee") is authorized to execute the agreement.

BE IT FURTHER RESOLVED that the Chair of the Committee is authorized to approve and execute amendments to the agreement to the extent that such amendments do not increase the total contract price set forth in the agreement and do not materially change the City's or Cherry Bekaert's obligations under the agreement (e.g., the Chair of the Committee may approve minor changes in scope of services and execute amendments related to such changes).

BE IT FURTHER RESOLVED that the Chair of the Committee is authorized to approve and execute engagement letters to the extent that such engagement letters do not increase the total price set forth in the agreement and do not materially change the City's or Cherry Bekaert's obligations under the agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00274037 Final



TO: The Honorable Jim Kennedy, Esq., Chair and Members of the Budget, Finance and Taxation Committee

FROM: Joshua Johnson, Director
Housing and Community Development Department

DATE: Meeting of June 9, 2016

SUBJECT:

~~-A resolution authorizing the Mayor or his designee to advertise the City's draft FY 2016/17 →
FY 2020/21 Consolidated Plan and FY 2016/17 Annual Action Plan and to execute all other
documents necessary to effectuate this resolution; and providing an effective date. A resolution
authorizing the Mayor or his designee to advertise the draft FY 2016/17 Annual Action Plan and
to execute all other documents necessary to effectuate this resolution; and providing an effective
date.~~

- Formatted: Justified
- Formatted: All caps
- Formatted: All caps
- Formatted: All caps

EXPLANATION:

Each year the City receives Federal grant funds (Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant from the U.S. Department of Housing and Urban Development (HUD) and State revenue from a property tax (State Housing Initiatives Partnership) for the purpose of assisting with housing and community development activities which primarily benefit low- and moderate-income persons. In addition, the City may receive special grants from the Federal Government in the form of Neighborhood Stabilization Program, Community Development Block Grant Recovery, and Homelessness Prevention and Rapid Re-Housing grants. Together with the City's Housing Capital Fund, and the Local Housing Trust Funds (LHTF), they comprise what is known as the Consolidated Plan. The Consolidated Plan is prepared once every five-years and provides a blueprint for how the City will address housing and community development needs over a five-year period. The City then prepares an Annual Action Plan and budget each year, which details how the annual allocations will be used to implement the five-year plan.

Fiscal Year 2016/~~2017~~ will be the first year of the implementation of the City's five-year Consolidated Plan. The Consolidated Plan will end September 30, 2021. The FY 2016/~~2017~~

Annual Action Plan [covers the first year of the Consolidated Plan and ends September 30, 2017 and the Consolidated Plan will end September 30, 2021](#). The Priority Needs proposed for the five-year period are:

Affordable Housing for households at or below 120% of AMI

- Production/Preservation of Owner and Rental Housing
- Provide Homeownership Opportunities
- Provide affordable Rental Assistance

Provide homelessness prevention and housing and supportive services

- Assist with provision of Transitional Housing/Emergency
- Provide Rental Assistance
- Assist with Public Facility Improvements

Assist with the provision of public services

- Support applications to assist public service agencies to leverage funding
- Assist with the operations of facilities
- Assist with funding services that helps the elderly
- Assist with the payment of food to serve the homeless
- Assist agencies that provide services to children, persons with HIV/AIDS, veterans, and victims of domestic violence

Provide public facilities and infrastructure improvements

- Implement infrastructure improvements in the South St. Petersburg Redevelopment Area
- Assist non-profit agencies with rehabilitation of public facilities that will provide services to low and moderate-income populations

Provide economic development opportunities

- Provide funding to assist micro-business enterprises
- Assist verifiable businesses to secure Section 108 loans that need assistance with expansion
- Work with businesses in the South St. Petersburg Redevelopment Area to address needs

Provide and enhance fair housing and equal opportunity in serving city residents

- Direct citizens to proper agency that may help them with housing discrimination
- Work with the Tampa Bay Fair Housing Consortium to conduct its annual training
- Ensure that the City prepares an Assessment of Fair Housing and implement its findings
- Work with multi-family developers who receive assistance from the City to ensure they comply with the Fair Housing Laws

General Administration and Oversight

- Funding is for the purpose of providing general planning and administration costs associated with administering Federal CDBG, HOME, NSP, ESG, and State SHIP funds with local Housing Trust Funds (HTF)

In formulating the FY 2016/2017 Annual Action Plan, application workshops were held for community agencies. Applications submitted by nonprofits were evaluated and ranked by the Consolidated Plan Application Review Committee. Recommended projects and City initiated projects comprise the [attached](#) draft [Annual Action Plan](#).~~plan attached.~~

The draft [Consolidated Plan and the Annual Action](#) Plan must be published for thirty days for public comment, after which the full City Council will hold a public hearing on July 21, 2016.

The Administration recommends that this Committee forward the attached [resolution authorizing the Mayor or his designee to advertise the City's draft FY 2016/17 – FY 2020/21 Consolidated Plan and FY 2016/17 Annual Action Plan and to execute all other documents necessary to effectuate this resolution; and providing an effective date](#)~~resolution authorizing the Mayor or his designee to advertise the City's draft FY 2015/16 Annual Action Plan, and to execute all other documents necessary to effectuate this resolution; and providing an effective date,~~ to City Council with a recommendation that City Council adopt the resolution.

Attachments: FY 2016/~~17~~ – [FY 2020/21](#) Consolidated Plan and FY 2016-~~20~~/17 Annual Action Plan

Legal: [00233822.doc V.1](#)~~00271447.doc V.1~~

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Resolution No. 2016- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE THE CITY'S DRAFT FY 2016/17 – FY 2020/21 CONSOLIDATED PLAN AND FY 2016/17 ANNUAL ACTION PLAN AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applications submitted by non-profits for funding under the FY 2016/17 Annual Action Plan (~~“Action Plan”~~) were evaluated by the City's Consolidated Plan Ad Hoc Application Review Committee (“Committee”) on May 13, 2016; and

WHEREAS, the Committee has made its recommendations for funding non-profit applications and City initiated projects which comprise the draft Consolidated Plan for FY2016/17 – FY 2020/21 and ~~first year the FY2016/17 of the~~ Annual Action Plan; and

WHEREAS, the submission of the Consolidated Plan and Annual Action Plan to The U.S. Department of Housing and Urban Development (“HUD”) is required for the City to receive its annual Formula Allocations; and

WHEREAS, the draft Consolidated Plan and Annual Action Plan must be advertised for thirty days for public comment, after which the full City Council will hold a public hearing on July 21, 2016.

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 advertise the City's draft FY 2016/17 – FY 2020/21 Consolidated Plan and FY 2016/17 Annual Action Plan, and to execute all other documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal _____: ~~/s/RBB~~

Administration: _____

Legal: 00233821.doc V.100271446.doc V.1

Formatted: Not Strikethrough

City of St. Petersburg
Public Services & Infrastructure Committee
Meeting of June 16, 2016 - 9:45 a.m.
City Hall, Room 100

Members: Chair Steve Kornell, Vice-Chair Ed Montanari, Council Members Jim Kennedy, Jr., Charlie Gerdes

Alternate(s): Council Chair Amy Foster

Support Staff: John C. Norris, primary support staff; Nina Mahmoudi, backup support staff

- 1) Call to Order
- 2) Approval of Agenda
- 3) Approval of Minutes
 - a) June 9, 2016
- 4) New Business
 - a) Urban Construction (Mechanical Noise Concerns) - Construction Services & Permitting.
- 5) Upcoming Meetings
 - a) July 14, 2016
- 6) Adjournment

Attachments: Minutes of June 9, 2016 Committee Meeting
Urban Construction Task Force “Mechanical Noise” Report
Pending and Continuing Referral List



st.petersburg

**City Council
Co-Sponsored Event Committee**

Thursday, June 2, 2016, 3:00 PM

City Hall Room 100

Committee Members

Charlie Gerdes

Steve Kornell

Ed Montanari

Jim Kennedy (Alternate)

Meeting Report

The Meeting was called to order at 3:00pm by Charlie Gerdes, Committee Chair. Members present were Charles Gerdes, Jim Kennedy, Steve Kornell, and Ed Montanari.

The Committee considered and approved the following events:

- I. Approval of one (1) event for FY16-UNANIMOUS APPROVAL
- II. Approval of twenty-four (24) events for FY 17-UNANIMOUS APPROVAL
 - a. waiving the non-profit requirement for six (6) events- UNANIMOUS APPROVAL OF THE WAIVER
 - b. approval of liquor requests for six (6) events- UNANIMOUS APPROVAL
 - c. approval of beer/wine request for three (3) events- UNANIMOUS APPROVAL
 - d. waiving the \$1200 late application fee for one event-DENIAL OF WAIVER REQUEST BY UNANIMOUS VOTE

Attached to this report is a lists of all events/requests considered at this meeting.

Meeting adjourned at 3:50pm

Submitted by Lynn Gordon, Parks & Recreation Manager and Co-Sponsored Events Committee Liaison

G-4

**City of St Petersburg
Co-Sponsored Events
Liquor Request
2016 - 2017**

Event #	Event Name	1st Year	Non Profit	Profit Organization	Event Dates	Times	Event Location	Liquor Letter
30	Festivals of Speed	NO	NATIONAL PEDIATRIC CANCER FOUNDATION, INC.	FESTIVALS OF SPEED, L.L.C.	04/02/17	10am -4pm	Vinoy Park	YES
31	Tampa Bay Bluesfest	NO	TAMPA BAY BLUES FOUNDATION, INC.		04/07/17 04/08/17 04/09/17	11:30am - 10pm 11:30am - 10pm 12pm - 10pm	Vinoy Park	YES
37	Sunshine Music Fest.	NO	MY HOPE CHEST CORPORATION	LIVE NATION WORLDWIDE, INC.	01/14/17	11am - 10pm	Vinoy Park	YES
41	Annual Bocce Tournament	NO	DOWNTOWN WATERFRONT PARKS FOUNDATION, INC.		03/26/17	1pm - 8pm	Elva Rouse Park	YES
40	Reggae Rise Up Music Festival	NO	MY HOPE CHEST CORPORATION	LIVE NITE EVENTS , LLC	03/04/17	1pm - 10pm	Vinoy Park	YES
77	Rebolution Fest	YES	REFUGE MINISTRIES OF TAMPA BAY, INC.	WE ARE CONCERTS, LLC	06/25/16	4pm - 10pm	Vinoy Park	YES

**City of St Petersburg
Co-Sponsored Events
Alcohol in Park (Beer/Wine Only)
2016 - 2017**

Event #	Event Name	1st Year	Non Profit	Profit Organization	Event Dates	Times	Event Location	Liquor Letter
42	St. Peteraburg Earth Day Festival	NO	ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC.		04/22/17	9am - 5pm	Williams Park	NO
43	Jam Fest	YES	VETERANS & COMMUNITY RESOURCE CENTER CORP.		03/17/17	10am - 9pm	Williams Park	NO
45	LOCALTOPIA	NO	KEEP SAINT PETERSBURG LOCAL CORPORATION		02/04/17	10am 5pm	Williams Park	NO

ST. PETERSBURG CITY COUNCIL

MEETING OF: June 16, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number(s) LCA 1565

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:	<u>1565</u>
NUMBER OF STRUCTURES:	<u>53</u>
ASSESSABLE AMOUNT:	<u>\$10,112.92</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$10,112.92 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

6/02/16 11:08:26:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2016

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70530	REDDY, RAMANA 668 TIMBERPINE AVE SUNNYVALE CA 940868334	06 31 17 01386 004 0010 ARCADIA ANNEX BLK D, LOT 1	5139 DR. ML KING JR ST N	204.43
LCA 1565 70531	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 1565 70532	USA FED NATL MTG ASSN 950 E PACES FERRY RD STE 1900 ATLANTA GA 303261384	07 31 17 11376 001 0240 BRIDGEWAY ADD BLK A, LOT 24	439 34TH AVE N	184.38
LCA 1565 70533	HUDSON, FREDERIC S EST 33 ROBBIE CIR MILFORD CT 064604245	12 32 16 14292 000 0910 CATALINA GARDENS LOT 91	1072 55TH TERR S	184.38
LCA 1565 70534	LUNDGREN, RUSSELL H 3920 2ND AVE N SAINT PETERSBURG FL 337138323	22 31 16 14418 004 0030 CENTRAL AVENUE HEIGHTS BLK 4, LOT 3	3920 2ND AVE N	184.38
LCA 1565 70535	TAX CERTIFICATE REDEMPTIONS IN 925 ARTHUR GODFREY RD STE 102 MIAMI BCH FL 331403337	23 31 16 17442 011 0070 COLONIAL PLACE REV BLK 11, LOT 7	2650 4TH AVE S	184.38
LCA 1565 70536	USAMERIBANK 4TH STREET OFFICE 6300 4TH ST N SAINT PETERSBURG FL 337027512	18 31 17 18230 000 0001 USAMERIBANK 4TH STREET OFFICE CONDO COMMON ELEMENT	1840 4TH ST N	184.38

SAS805R

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70537	COMMUNITY PARTNERS IN REVITALI 5680 W CYPRESS ST TAMPA FL 336077002	25 31 16 20232 004 0010 DALY'S SUB REVISED BLK 4, LOT 1	1774 12TH AVE S	184.38
LCA 1565 70538	MIZELL, BERNARD 3636 10TH AVE N SAINT PETERSBURG FL 337136528	27 31 16 20610 002 0040 DEARMINS SUB NO. 4 BLK 2, LOT 4	3946 9TH AVE S	184.38
LCA 1565 70539	S F PALM LLC 805 N ANDREWS AVE FORT LAUDERDALE FL 333117455	27 31 16 20610 002 0050 DEARMINS SUB NO. 4 BLK 2, LOT 5	3936 9TH AVE S	184.38
LCA 1565 70540	HAYES, SARAH EST 1308 MELROSE AVE S SAINT PETERSBURG FL 337052349	25 31 16 28872 000 0150 FOREMAN'S SUB LOT 15	1308 MELROSE AVE S	184.38
LCA 1565 70541	CASTANEIRA, ALFONSO 207 N BAY HILLS BLVD SAFETY HARBOR FL 346954904	25 31 16 28908 000 0011 FOREST HILL S 1/2 OF LOT 1	1102 21ST ST S	184.38
LCA 1565 70542	SEGARS, RONALD 5000 EMERSON AVE S SAINT PETERSBURG FL 337072649	21 31 16 28926 005 0010 FOREST HILLS SUB BLK 5, LOTS 1 AND 2	5000 EMERSON AVE S	184.38
LCA 1565 70543	NEWKIRK, LOUISE EST 1827 13TH AVE S SAINT PETERSBURG FL 337122315	25 31 16 28944 000 0060 FORREST HILL NELLIE M DAVIS LOT 6	1827 13TH AVE S	184.38

SAS805R

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70544	WISSOTA INVESTMENTS LLC 7715 189TH ST CHIPPLE FALLS WI 547296456	25 31 16 29682 010 0060 FRUITLAND HEIGHTS PLAT B BLK J, LOT 6	1717 20TH AVE S	184.38
LCA 1565 70545	HOLISTIC ASSETS LLC KORIANDELAAN 62 AMSTELVEEN NH 1187EE NL @@@000048	31 31 17 32796 000 0260 GRAND VIEW PARK LOT 26	3625 6TH ST S	184.38
LCA 1565 70546	JOSEPH, FREDILIA PO BOX 6156 FORT LAUDERDALE FL 333106156	21 31 16 35244 004 0130 HALL'S CENTRAL AVE NO. 3 BLK 4, LOTS 13 AND 14 SEE S 1/2 22-31-16	4019 4TH AVE S	244.52
LCA 1565 70547	MARTIN, JOSEPH T EST 4242 4TH AVE S SAINT PETERSBURG FL 337111504	21 31 16 35244 015 0060 HALL'S CENTRAL AVE NO. 3 BLK 15, LOT 6 SEE S 1/2 22-31-16	4242 4TH AVE S	184.38
LCA 1565 70548	BOLDEN, BERNICE 1158 15TH AVE S SAINT PETERSBURG FL 337052420	25 31 16 37152 000 0010 HARRIS', T.C. & A.H. SUB LOT 1	1445 PRESTON ST S	184.38
LCA 1565 70549	MELLOUKI, ABDELGHANI PO BOX 21174 SAINT PETERSBURG FL 337421174	25 31 16 37152 000 0110 HARRIS', T.C. & A.H. SUB LOT 11	1436 PRESTON ST S	184.38
LCA 1565 70550	COWART, TAWANNA R 2701 22ND AVE S SAINT PETERSBURG FL 337122916	35 31 16 37836 000 0030 HAVEN PARK ADD LOT 3	2830 24TH AVE S	194.40

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70551	MALONEY, MARY T EST 2835 24TH ST N SAINT PETERSBURG FL 337134056	11 31 16 38268 000 0410 HERKIMER HEIGHTS LOT 41	2835 24TH ST N	184.38
LCA 1565 70552	G S 337 8TH STREET N LLC 142 W PLATT ST STE 118 TAMPA FL 336062315	19 31 17 41650 000 0040 HUGHES - PEARSON REPLAT LOT 4	333 8TH ST N	184.38
LCA 1565 70553	GIPSON, KIMBERLY 3734 8TH AVE S SAINT PETERSBURG FL 337112102	27 31 16 41814 000 0080 HYLANDS SUB LOT 8 & E 36FT OF LOT 9	3734 8TH AVE S	184.38
LCA 1565 70554	TRUST NO 2304 HIGHLAND ST S 2304 HIGHLAND ST S SAINT PETERSBURG FL 337053043	31 31 17 43830 001 0220 JAMIN & JERKINS' LAKEVIEW SUB BLK A, LOT 22	2304 HIGHLAND ST S	184.38
LCA 1565 70555	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
LCA 1565 70556	G G H 47 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 54954 004 0070 MANSFIELD HEIGHTS BLK 4, LOT 7 & 15FT STRIP ON N	1349 PRESTON ST S	184.38
LCA 1565 70557	TABER, MARK 2190 TANGLEWOOD WAY NE SAINT PETERSBURG FL 337024754	18 31 17 55980 000 0020 MATHIS' LOT 2	721 9TH AVE N	184.38

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70558	PORTER, ROBERT A 7363 17TH WAY N SAINT PETERSBURG FL 337024915	25 30 16 56772 049 0130 MEADOW LAWN 9TH ADD BLK 49, LOT 13	7363 17TH WAY N	184.38
LCA 1565 70559	CARETAKER LAND TRUST # 1921 1040 BAYVIEW DR STE 610 FORT LAUDERDALE FL 333042506	24 31 16 59454 001 0030 MURPHY'S, H.A. BLK A, W 48.5FT OF S 90FT OF LOT 3	1921 7TH AVE S	184.38
LCA 1565 70560	VERA, FERNANDO J 8207 SPLIT RAIL LN HUDSON FL 346672608	24 31 16 59454 001 0180 MURPHY'S, H.A. BLK A, S 1/2 OF LOT 18 LESS PT FOR I-275	1921 FAIRFIELD AVE S	184.38
LCA 1565 70561	HORN VI LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	31 30 17 61146 071 0140 NORTH ST PETERSBURG BLK 71, LOT 14	6910 2ND ST N	184.38
LCA 1565 70562	TRAPP, JAMES PO BOX 441 CLEMSON SC 296330441	31 31 17 62460 000 0380 OAK HARBOR LOT 38	649 28TH AVE S	184.38
LCA 1565 70563	MATTHEWS, ROBERT F 800 5TH ST N SAINT PETERSBURG FL 337012326	36 31 16 63792 003 0070 OHIO PARK BLK 3, LOT 7	2515 20TH ST S	184.38
LCA 1565 70564	REPPY, ROBERT 101 CARLYLE DR PALM HARBOR FL 346831806	27 31 16 65340 001 0110 PAINE'S SUB BLK A, LOT 11	4105 12TH AVE S	194.40

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70565	4119 12TH ST LLC 4119 12TH AVE S SAINT PETERSBURG FL 337112442	27 31 16 65340 001 0130 PAINE'S SUB BLK A, LOT 13	4119 12TH AVE S	234.49
LCA 1565 70566	ZINCK, RONALD L TRE 120 HOLLY DR WOODBURY NJ 080963324	26 31 16 68004 002 0080 PAUL SUB REVISED MAP BLK 2, W 50FT OF LOT 8	2917 16TH AVE S	184.38
LCA 1565 70567	CRISWELL, MARGARET 2020 OAK ST NE SAINT PETERSBURG FL 337043552	25 31 16 69264 000 0090 PINE GROVE SUB LOT 9	2167 14TH AVE S	184.38
LCA 1565 70568	MC KINNEY, ISAAC III 145 22ND AVE SE SAINT PETERSBURG FL 337053207	25 31 16 71766 000 0220 PINEVILLE SUB. LOT 22	1768 PRESTON ST S	184.38
LCA 1565 70569	RICH ST PETE LLC 10450 GULF BLVD ST PETE BEACH FL 33706	18 31 17 72288 000 0270 PLUNKETT'S LOT 27	601 8TH ST N	214.45
LCA 1565 70570	VERONA V LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	27 31 16 75402 000 0790 RIDGEWOOD TERRACE LOT 79	3474 17TH AVE S	204.43
LCA 1565 70571	CAM X TRUST 2015 MANHATTAN BEACH BLVD STE REDONDO BEACH CA 902781205	30 30 17 75636 015 0120 RIO VISTA BLK 15, LOTS 12 AND 13	321 PATICA RD NE	204.43

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70572	ST PETERSBURG PROPERTIES INC 300 31ST ST N STE 101 SAINT PETERSBURG FL 337137650	23 31 16 78390 033 0070 ST PETERSBURG INVESTMENT CO SUB BLK 33, LOT 7	2448 3RD AVE S	204.43
LCA 1565 70573	PARTNERS IN CHARITY INC 86 N WILLIAMS ST CRYSTAL LAKE IL 600144444	25 31 16 79290 000 0070 SCOTT PARK LOT 7	1755 16TH AVE S	184.38
LCA 1565 70574	G G H 47 LLC 18305 BISCAYNE BLVD STE 400 NORTH MIAMI BEACH FL 331602172	25 31 16 79722 000 0410 SEMINOLE HEIGHTS REV SUB LOT 41	1900 21ST ST S	184.38
LCA 1565 70575	RIVERGULF INVESTMENTS LLC 2215 GULF BLVD INDIAN ROCKS BEACH FL 337853823	25 31 16 85410 000 0320 STEVEN'S SECOND SUB, J.W. LOT 32	2009 14TH AVE S	184.38
LCA 1565 70576	SUNSHINE R E O VI LLC 5801 SW 185TH WAY FT LAUDERDALE FL 333321475	27 31 16 91062 003 0140 TIOGA SUB BLK C, LOT 14	4140 13TH AVE S	184.38
LCA 1565 70577	WOODS, JACQUELINE D 6000 TOPKE PL NE APT 104 ALBUQUERQUE NM 871092675	25 31 16 92682 000 0040 TUSCAWILLA HEIGHTS LOT 4	2024 21ST ST S	264.56
LCA 1565 70578	JOHNSON, MICHAEL THOMAS 5908 13TH AVE N SAINT PETERSBURG FL 337106323	17 31 16 92916 002 0100 TYRONE GARDENS SEC NO. 1 BLK 2, LOT 10 LESS THAT PART DESC BEG NE COR OF SD LOT 10 TH S27D07'54"E	5908 13TH AVE N	194.40

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1565 70579	CAHALL, CHARLES V JR 6520 126TH AVE LARGO FL 337731834	28 31 16 94248 009 0060 VINSETTA PARK ADD REV BLK 9, LOT 6	4616 9TH AVE S	184.38
LCA 1565 70580	VAZQUEZ, HEATHER GUILD 1639 EAGLE CREEK CIR ORLANDO FL 328074206	27 31 16 95382 000 0630 WEBB'S SUB REPLAT, T.E. LOT 63	918 43RD ST S	184.38
LCA 1565 70581	MILEY, PRIME JR ESTATE 3642 EMERSON AVE S SAINT PETERSBURG FL 33711	22 31 16 96174 016 0070 WEST CENTRAL AVENUE BLK 16, E 32FT OF LOT 7 & W 28FT OF LOT 6	3642 EMERSON AVE S	184.38
LCA 1565 70582	WALTERS, MARY A 1221 69TH ST N SAINT PETERSBURG FL 337106131	22 31 16 96192 003 0100 WEST CENTRAL AVE SUB BLK C, LOT 10 LESS ST	3655 1ST AVE S	194.40

TOTAL NUMBER OF ASSESSMENTS: 53

TOTAL ASSESSMENT AMOUNT: 10,112.92

LOT CLEARING NUMBER 1565
COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED

AMOUNT TO BE ASSESSED

LOT CLEARING COST

\$ 6,667.92

ADMINISTRATIVE FEE

\$ 3,445.00

TOTAL:

\$ 10,112.92

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1565; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1565 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 No. 1565 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: June 16, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1212

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

SEC:	<u>1212</u>
NUMBER OF STRUCTURES	<u>21</u>
ASSESSABLE AMOUNT:	<u>\$2,678.14</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$2,678.14 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
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1212 07573	LOVETT, ADRIAN M 5110 3RD AVE S SAINT PETERSBURG FL 337071916	21 31 16 07182 009 0020 BELLECREST HEIGHTS BLK 9, LOT 2	5110 3RD AVE S	75.41
SEC 1212 07574	GERIZIM VENTURES INC 5351 90TH AVENUE CIR E PARRISH FL 342195424	31 31 17 08802 003 0110 BIG BAYOU SUB, FLORENCE GOLDIES REV BLK 3, LOT 11	710 35TH AVE S	122.20
SEC 1212 07575	BEARD, JOANN R 3260 SUNSET DR N SAINT PETERSBURG FL 337102236	12 31 15 09972 000 0150 BOCA CIEGA WOODLANDS LOT 15 & SUB LAND	3260 SUNSET DR N	274.43
SEC 1212 07576	USA FED NATL MTG ASSN 950 E PACES FERRY RD STE 1900 ATLANTA GA 303261384	07 31 17 11376 001 0240 BRIDGEWAY ADD BLK A, LOT 24	439 34TH AVE N	73.77
SEC 1212 07577	BOWEN, SCOTT T 2036 STRATHMILL DR CLEARWATER FL 337551342	12 31 16 11754 004 0110 BROADWAY ADD BLK D, LOT 11	1021 23RD AVE N	179.70
SEC 1212 07578	A R L P TRUST 2 939 W NORTH AVE STE 680 CHICAGO IL 606421231	23 31 16 17442 003 0160 COLONIAL PLACE REV BLK 3, LOT 16	117 27TH ST S	90.41
SEC 1212 07579	L J I PROPERTIES LLC 10396 YOSEMITE LN INDIANAPOLIS IN 462349825	27 31 16 28890 000 0820 FOREST HEIGHTS REV PLAT LOT 82	4353 16TH AVE S	316.43

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1212 07580	GREEN, STEPHEN S 365 CAPRI BLVD APT 1 TREASURE ISLAND FL 337064456	13 31 15 31788 011 0090 GOLF COURSE & JUNGLE SUB BLK K, NW'LY 72FT OF LOT 9	919 JUNGLE AVE N	249.93
SEC 1212 07581	TEEMER, JANICE PO BOX 249 PUTNEY GA 317820249	25 31 16 33804 000 0200 GROVE HEIGHTS REV LOT 20	1107 9TH AVE S	75.41
SEC 1212 07582	HOOVER, JASON 1937 WALTON ST S SAINT PETERSBURG FL 337123047	26 31 16 41868 000 0110 IDLEWILD LOT 11	1935 WALTON ST S	134.07
SEC 1212 07583	LARRY, DAVID L JR 1910 SEMINOLE BLVD S SAINT PETERSBURG FL 337052600	25 31 16 48960 000 0950 LAKEVIEW HEIGHTS LOT 95	1910 SEMINOLE BLVD S	96.93
SEC 1212 07584	USA FED NATL MTG ASSN 950 E PACES FERRY RD STE 1900 ATLANTA GA 303261384	36 31 16 49176 000 0890 LAKE VISTA LOT 89	1211 26TH AVE S	81.93
SEC 1212 07585	ISAACS, KHRISTA B 5137 6TH ST N SAINT PETERSBURG FL 337032937	05 31 17 60606 001 0160 NORTH EAST PARK SHORES 1ST ADD BLK 1, LOT 16	1153 40TH AVE NE	86.70
SEC 1212 07586	TRAPP, JAMES PO BOX 441 CLEMSON SC 296330441	31 31 17 62460 000 0380 OAK HARBOR LOT 38	649 28TH AVE S	124.27

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1212 07587	P H H MTG CORP 2001 BISHOPS GATE BLVD MOUNT LAUREL NJ 080544604	25 31 16 64854 000 0080 OSBORNE PLACE LOT 8	1011 16TH AVE S	81.93
SEC 1212 07588	ATWATER, MICHAEL A 2401 DR MARTIN LUTHER KING JR SAINT PETERSBURG FL 337053542	36 31 16 65376 000 0010 PALLANZA PARK ADD LOTS 1 & 2	2401 DR. ML KING JR ST S	81.27
SEC 1212 07589	4TH SCHOLARSHIP TRUST 4534 12TH AVE N SAINT PETERSBURG FL 33713	20 31 16 66978 001 0200 PASADENA ESTATES BLK 1, LOT 20	6267 2ND AVE S	139.27
SEC 1212 07590	LISTER, GRACE P 1867 OREGON AVE NE SAINT PETERSBURG FL 337031921	33 30 17 81274 011 0250 SHORE ACRES EDGEWATER SEC BLK 11, LOT 25	1867 OREGON AVE NE	88.77
SEC 1212 07591	NOORANI, AKBAR 160 STATON CIR OLDSMAR FL 34677	25 31 16 89604 000 0090 TANGERINE CENTRAL LOT 9	2155 17TH AVE S	131.91
SEC 1212 07592	ORANGE PALMS PROPERTIES 5263 5TH AVE S SAINT PETERSBURG FL 337071835	21 31 16 96588 012 0090 WESTMINSTER PLACE BLK 12, LOT 9	5263 5TH AVE S	101.70
SEC 1212 07593	LE PRETRE, JEAN-CLAUDE R 4366 RIDGEMOOR DR PALM HARBOR FL 346851165	27 31 16 96966 000 0090 WEYLMAN SUB F.W. LOT 9	3717 11TH AVE S	71.70

SAS805R

6/01/16 9:03:42:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2016

Page 4

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
TOTAL NUMBER OF ASSESSMENTS: 21			TOTAL ASSESSMENT AMOUNT: 2,678.14	

SAS805R

BUILDING SECURING NUMBER SEC 1212

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 892.50
MATERIAL COST	\$ 491.00
LEGAL AD	\$ 349.64
ADMIN. FEE	\$ <u>945.00</u>
TOTAL:	\$ 2,678.14

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1212 ("SEC 1212") 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. 1212 ("SEC 1212"); and

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

WHEREAS, the City Council has held a public hearing on June 16, 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. 1212 ("SEC 1212") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

MEETING OF: June 16, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number **DMO 438**

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

DMO:	<u>438</u>
NUMBER OF STRUCTURES:	<u>9</u>
ASSESSABLE AMOUNT:	<u>\$103,875.18</u>

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

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$103,875.18** 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
 6-16-2016

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMD 0438 03187	BANK OF AMERICA N A 314 S FRANKLIN ST TITUSVILLE PA 163542168	23 31 16 17442 012 0010 COLONIAL PLACE REV BLK 12, LOT 1	415 25TH ST S	12,091.85
DMD 0438 03188	MIZELL, BERNARD 3636 10TH AVE N SAINT PETERSBURG FL 337136528	27 31 16 20610 002 0040 DEARMINS SUB NO. 4 BLK 2, LOT 4	3946 9TH AVE S	11,974.64
DMD 0438 03189	L J I PROPERTIES LLC 10396 YOSEMITE LN INDIANAPOLIS IN 462349825	25 31 16 28944 000 0200 FORREST HILL NELLIE M DAVIS LOT 20	1745 13TH AVE S	7,430.19
DMD 0438 03190	SQUARE ONE BANK LLC 2462 13TH AVE N ST PETERSBURG FL 337135855	31 31 17 32796 000 0280 GRAND VIEW PARK E 110FT OF LOT 28	3701 6TH ST S	1,153.70
DMD 0438 03191	BOSDN TAMPA I LLC 40 RICHARDS AVE 3RD FL NORWALK CT 068542320	25 31 16 33516 000 0220 GREENWOOD PARK LOT 22	926 11TH AVE S	14,913.29
DMD 0438 03192	IBERIABANK 5310 SR 64 EAST BRADENTON FL 342085500	36 31 16 65376 000 0440 PALLANZA PARK ADD N 35FT OF LOT 44 & S 28FT OF LOT 45	2424 IRONDALE ST S	13,749.30
DMD 0438 03193	CARETAKER TRUST 735 1040 BAYVIEW DR STE 610 FORT LAUDERDALE FL 333042506	30 31 17 79020 002 0020 SCHOOLEY'S HOMEVILLE BLK 2, LOT 2	735 21ST AVE S	14,387.33

6/01/16 9:44:40:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
6-16-2016

Page 2

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
DMO 0438 03194	RENTZ, CARTEZ B 2035 AUBURN ST S SAINT PETERSBURG FL 337123015	26 31 16 89640 006 0050 TANGERINE HIGHLANDS BLK F, LOT 5	2035 AUBURN ST S	19,326.56
DMO 0438 03195	BUTLER, EVA M 413 LEWIS BLVD SE SAINT PETERSBURG FL 337054220	25 31 16 90936 000 0070 TIFFANY'S ADD LOT 7	1147 JAMES AVE S	8,848.32

TOTAL NUMBER OF ASSESSMENTS: 9

TOTAL ASSESSMENT AMOUNT: 103,875.18

SAS805R

BUILDING DEMOLITION NUMBER DMO 438
COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
Demolition Cost	\$ 56,806.50
Asbestos Cost	\$ 41,555.12
Legal Ad	\$ 2,324.12
Engineer's Charge	\$ 612.50
Administrative Fee	<u>\$ 2,576.94</u>
TOTAL:	\$ 103,875.18

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 438 ("DMO NO. 438") 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. 438 ("DMO No. 438"); and

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

WHEREAS, the City Council has held a public hearing on June 16, 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. 438 ("DMO No. 438") 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
(Non Consent Agenda Items Only)**

Meeting of June 16, 2016

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

SUBJECT: A resolution approving a Substantial Amendment (“Amendment”) to the City’s FY 2014/15 Annual Action Plan to allocate \$40,000 of the uncommitted balance of the Community Development Block Grant (“CDBG”) Fund (1111) consisting of recaptured funding and program income, to CDBG Campbell Pk Improve Project (15406) that the City initiated and is ready to be implemented during the current fiscal year; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development (“HUD”) and to execute all documents necessary for implementation of this resolution and the Amendment; and providing an effective date.

EXPLANATION:

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

The City has uncommitted CDBG funds in the amount of \$40,000 consisting of funds recaptured from projects in FY 2014/15 that were not expended and which are now available to be used to implement other capital projects. Administration would like to utilize these funds for the replacement of the roof and minor interior/exterior repairs to walls as a result of a leaking roof at the City-owned Vearl Scott Neighborhood Family Center in Campbell Park, 1201 7th Avenue South, before any further damage occurs to the building. The estimated cost to replace the roof and make necessary repairs is \$40,000. The building is currently occupied by Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. (“Mt. Zion”). Mt Zion through their Cross and Anvil Human Services program offers academic support services, mental health counseling, youth mentoring, counseling and referrals to veterans, and parental engagement with youth and to low- and moderate-income persons.

Utilizing these funds will assist the City in meeting the U.S. Department of Housing and Urban Development (“HUD”) requirements for the timely expenditure of grant funding, which is tested at the end of July each year, and further prevents the possibility of recapture of these funds by HUD. Use of the funds requires an amendment to the City’s FY 2014/15 Annual Action Plan (“Amendment”).

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

A public notice was published on May 13, 2016, in the Tampa Bay Times to notify the public of the proposed Amendment and of the public hearing to be held on June 16, 2016, which complies with the Citizen Participation requirements of the Consolidated Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds are currently available in the CDBG program (Fund 1111, Award 81054, Project 15406).

RECOMMENDATION:

The Administration recommends approval of the attached resolution approving a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate \$40,000 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and program income, to CDBG Campbell Pk Improve Project (15406) that the City initiated and is ready to be implemented during the current fiscal year; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary for implementation of this resolution and the Amendment; and providing an effective date.

ATTACHMENT: Resolution

Approvals:

Administration: *Mr. Dove*

Budget: *Stacy McKee*

Legal: 00268552.doc V. 1

Resolution No. 2016-_____

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY'S FY 2014/15 ANNUAL ACTION PLAN TO ALLOCATE \$40,000 OF THE UNCOMMITTED BALANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUND (1111) CONSISTING OF RECAPTURED FUNDING AND PROGRAM INCOME TO CDBG CAMPBELL PK IMPROVE PROJECT (15406) THAT THE CITY INITIATED AND IS READY TO BE IMPLEMENTED DURING THE CURRENT FISCAL YEAR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY FOR IMPLEMENTATION OF THIS RESOLUTION AND THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has uncommitted CDBG funds in the amount of \$40,000 consisting of funds recaptured from projects in FY 2014/15 that were not expended and which are now available to be used to implement other capital projects; and

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

WHEREAS, Administration proposed funding for the replacement of the roof and minor interior/exterior wall repairs due to a leaking roof at the City-owned Vearl Scott Neighborhood Family Center in Campbell Park, located at 1201 7th Avenue South ("Facility") which will further assist the City in complying with HUD's expenditure requirements; and

WHEREAS, Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida ("Mt. Zion") is providing services from the Facility to low- and moderate-income persons; and

WHEREAS, the Administration recommends that City Council approve a Substantial Amendment ("Amendment") to the Annual Action Plan to accommodate this proposal and authorize the Mayor or his designee to transmit the Amendment to the U.S. Department of Housing and Urban Development ("HUD"), which, after HUD approval of the Amendment, will allow the necessary repairs to be completed before any further damage occurs to the Facility; and

WHEREAS, a public hearing on the Amendment was conducted on June 16, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment ("Amendment") to the City's FY 2014/15 Annual Action Plan to allocate \$40,000 of the uncommitted balance of the Community Development Block Grant ("CDBG") Fund (1111) consisting of recaptured funding and program income for CDBG Campbell Pk Improve project (15406) that the City initiated and is ready to be implemented during the current fiscal year is approved; and

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

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____

RSS

Administration: _____

Joshua A. Johnson
Director, Housing and Community
Development

ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: **City File LDR-2016-03:** Private-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (“LDRs”) pertaining to hotel density within the CCT-1 (Corridor Commercial Traditional) zoning district, when located within a designated activity center.

REQUEST: *Second reading and final public hearing* for the attached ordinance amending the St. Petersburg City Code, Chapter 16, LDRs, to make a new distinction between properties located within, and outside of, designated activity centers, and propose an increase to the allowable hotel density within the CCT-1 zoning district, when located within a designated activity center.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

On May 4, 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 June 2, 2016, the City Council conducted a first reading.

Citizen Input:

As of this writing, no comments have been received.

Recommended City Council Action:

1. CONDUCT the second reading and final public hearing of the proposed ordinance; and
2. ADOPT the Ordinance.

Attachments: Ordinance
DRC Staff Report
Housing Affordability Impact Statement

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; AMENDING THE MAXIMUM HOTEL DENSITY WITHIN THE CCT (CORRIDOR COMMERCIAL TRADITIONAL) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 16.20.080.5 of the St. Petersburg City Code pertaining to hotel density (rooms per acre) within a designated activity center is hereby amended as follows:

16.20.080.5. - 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 Size, Maximum Density and Maximum Intensity

		CCT-1	CCT-2
Minimum lot area (square ft.)		4,500	4,500
Maximum residential density (units per acre)	Residential density	24	40
	Residential density within activity center	36	60
	Workforce housing density bonus	6	6
	Hotel density (rooms per acre)	45	N/A
	Hotel density (rooms per acre) within activity center	80	N/A
Maximum nonresidential intensity (floor area ratio)	Nonresidential intensity	1.0	1.5
	Nonresidential intensity within activity center	1.5	2.5
	Workforce housing intensity bonus	0.2	0.2
Maximum impervious surface (site area ratio)		0.95	0.95
<p>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.</p> <p>Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface.</p> <p>For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).</p>			

Section 2. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 3. 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 4. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:



City Attorney (designee)



DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Economic Development Department,
Economic Development Preservation Division

For Public Hearing on May 4, 2016
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

APPLICATION: LDR 2016-03

APPLICANT: Richman Group of Florida, Inc.
Agent: Luis N. Serna, AICP
Agent: Ed Armstrong, Esq.
477 So. Rosemary Avenue Suite, 301
West Palm Beach, FL 33401

REQUEST: Private-initiated application requesting to amend the allowable hotel density (rooms per acre) within the CCT-1 (Corridor Commercial Traditional) zoning district, when located within a designated activity center. The proposed amendment will make a new distinction between properties located within, and outside of, designated activity centers, and propose an increase to the allowable hotel density within designated activity centers.

AUTHORITY: Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing proposed amendments to the LDRs, confirming consistency with the City of St. Petersburg's Comprehensive Plan ("Comprehensive Plan"), and making a recommendation to the City Council.

EVALUATION:

Recommendation

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

Background

In September 2007, the City's LDRs were established, identifying *hotels* within the CCT-1 (Corridor Commercial Traditional) zoning classification as a permitted, principal use. CCT-1 is also associated with one (1) of the City's designated activity centers.

Activity centers facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services. The purpose of this overlay designation is to recognize those areas that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate development potential, and other pertinent planning considerations. In particular, it is the intent of this category to recognize those important, identifiable centers of business, public, and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community, and served by enhanced transit commensurate with the type, scale, and intensity of use.

The development potential within designated activity centers, including density and floor area ratio, is traditionally increased in the City’s LDRs through the use of a multiplier equaling 1.5 to 2.5 times the standard allowance. Whereas this is a common incentive for multi-family residential and commercial land-use types, hotels located within the CCT zoning classifications are excluded by omission.

There are currently six (6) activity centers recognized by Policy LU2.1 of the City of St. Petersburg’s Comprehensive Plan and shown on the Future Land Use Map. The following table illustrates the geographic correlation of the designated activity centers and the CCT zoning classifications:

ACTIVITY CENTER	CCT-1	CCT-2
Gateway Activity Center	-	-
Intown Activity Center (downtown)	Yes	-
Tyrone Activity Center	-	-
Central Plaza Activity Center	-	-
Central Avenue Corridor Activity Center	-	Yes
Skyway Marina District Activity Center	-	-

The original version of the LDRs adopted in 2007 identified *hotels* within Section 16.10.020.1, “Use Permissions and Parking Requirements Matrix and Zoning Matrix” (“Use Matrix”) but excluded any reference within the CCT zoning district regulations, Section 16.20.080. Customers and City staff were required to cross-reference the City’s Comprehensive Plan for the maximum hotel density – a seemingly unnecessary and confusing task. Responsively, City Council approved Ordinance 876-G on February 21, 2008, thereby amending the CCT zoning district regulations and adding a reference to hotel density.

In hindsight, the amendment included several deficiencies. First, despite the common practice of providing for bonus development potential within designated activity centers, no consideration or accommodation was similarly granted for hotel density. The maximum hotel density was established at 45 units per acre. Second, the City Code identifies hotel density in CCT-2 as “N/A” meaning non-applicable, which is in direct conflict with Section 16.10.020.1, “Use Permissions and Parking Requirements Matrix and Zoning Matrix” that identifies hotels as a permitted, principal use within the CCT-2 zoning classification.

Please note: this private-initiated application was submitted to correct the first deficiency only and does not include a request amending the second. City staff will independently process a city-initiated application to amend the CCT-2 error identified as part of this research. Given the current location of CCT-2 within the Grand Central District, a Florida Main Street, City staff prefers to consult with community representatives before determining an appropriate hotel density for the standard and activity center development bonus. This future research will also consider an activity center bonus for hotels located within the CCS and RC zoning categories.

Request

Recently, the City of St. Petersburg received a private-initiated application requesting to amend the allowable hotel density (rooms per acre) within the CCT-1 (Corridor Commercial Traditional) zoning district, when located within a designated activity center. The proposed amendment will make a new distinction between properties located within, and outside of, designated activity centers, and propose an increase to the allowable hotel density (rooms per acre) from 45 to 80 when located within designated activity centers.

The development bonus represents an increase of 35 hotel rooms per acre or a 1.78 multiplier over the standard maximum allowance. The following table illustrates the numerical correlation of the designated activity centers and existing, residential density bonuses:

ZONING	STANDARD	ACTIVITY CENTER	MULTIPLIER
CRT-1	24	60	2.5
CRT-2	40	60	1.5
CRS-2	24	30	1.25
CCT-1	24	60	2.5
CCT-2	40	60	1.5
CCS-1	15	60	4.0
CCS-2	40	60	1.5
RC-1	30	45	1.5
RC-2	55	82	1.5
<i>Average Density Bonus</i>			2.0

City staff finds the proposed text amendment consistent with past precedent relating to residential density bonuses within designated activity centers. Further, City staff finds that an increase in hotel density reinforces the goals and objectives of the designated activity centers.

Approval of this text amendment does not constitute site plan or building approval for site-specific development, which shall remain subject to all other requirements for the submission of an application, land use, parking, transportation, building setbacks and design, site layout and orientation.

Compliance with the Comprehensive Plan

The following objectives and policies from the Comprehensive Plan are applicable to the proposed amendment:

Policy LU2.1: To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

- | | | |
|------------|------------------|----------------------------|
| 1. Gateway | 3. Tyrone | 5. Central Avenue Corridor |
| 2. Intown | 4. Central Plaza | 6. Skyway Marina District |

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

Policy LU3.1(D)(3): Activity Center (AC) - Overlaying the future land use designations in those areas, not less than 50 acres in size, with concentrated commercial and mixed-use centers suited to a more intensive and integrated pattern of development. The maximum densities and intensities shall not exceed 2.5 times that permitted in the underlying land use plan category and zoning district except for the Downtown Center (DC) zoning districts which shall not exceed the maximum densities and intensities allowed therein. This category shall not be applied without development of, and CPA approval of a special area plan.

Policy LU3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

Policy 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.

Objective LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy 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, and 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.

Policy LU23.4: The City's LDRs shall continue to support land development patterns that make possible a mixture of land use types resulting in employment, schools, services, shopping and other amenities located near residential development and neighborhoods.

Housing Affordability Impact Statement

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

Adoption Schedule

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

- 06-02-2016: First (1st) Reading
- 06-16-2016: Second (2nd) Reading and Public Hearing

Exhibits and Attachments

1. Draft Ordinance
2. Housing Affordability Impact Statement
3. Application



CITY OF ST. PETERSBURG
MAR 31 2016
PLANNING & ECONOMIC DEVELOPMENT

March 31, 2016

City of St. Petersburg
Planning & Zoning
P.O. Box 2842
St. Petersburg, Florida 33731-2842

Re: Proposed Land Development Regulations Amendment

Planning and Zoning Staff:

On behalf of the Richman Group of Florida, Inc., we are submitting for consideration by the Mayor and City Council of the City of St. Petersburg an amendment to Section 16.20.080.5 of the St. Petersburg Code of Ordinances.

The proposed amendment is as follows (in red text):

16.20.080.5. - 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 Size, Maximum Density and Maximum Intensity

		CCT-1	CCT-2
Minimum lot area (square ft.)		4,500	4,500
Maximum residential density (units per acre)	Residential density	24	40
	Residential density within activity center	36	60
	Workforce housing density bonus	6	6
	Hotel density (rooms per acre)	45-80	N/A

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering and Inspection
- Construction Services
- Contract Government
- Data Technologies and Development
- Emergency Management Services
- Engineering
- Environmental Services
- Facilities Management
- Indoor Air Quality
- Landscape Architecture
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment and Urban Design
- Surveying and Mapping
- Traffic Engineering
- Transportation Planning

GSA Contract Holder

Feather Sound
Corporate Center
13535 Feather Sound Dr.
Suite 135
Clearwater, FL 33762
727.394.3825 phone

www.cgasolutions.com

Maximum residential intensity (units per acre)	Nonresidential intensity	1.0	1.5
	Nonresidential intensity within activity center	1.5	2.5
	Workforce housing intensity bonus	0.2	0.2
Maximum impervious surface (site area ratio)		0.95	0.95
<p>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.</p> <p>Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface.</p> <p>For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).</p>			

The primary purpose of this amendment is to also allow the continued conformity of an existing Staybridge Suites hotel, a 120-unit hotel on 1.58 acres, located at 940 5th Avenue South. This property is regulated and limited according to a development agreement recorded with the Clerk of Court of Pinellas County in Official Record Book 16258, Pages 169-181. This hotel complied with the CCT-1 district regulations when it was originally developed, which at the time required a rezoning and development agreement involving the entire block. The development agreement included a conceptual site plan for the three primary uses on the block – the Staybridge Suites hotel, a medical office, and a 160-unit elder care facility.

The applicants are currently proposing to develop a multi-family residential project in the area previously designated on the conceptual site plan for the elder care facility. This action requires a termination of the previously approved development agreement and a return of the block, with the exception of the existing Staybridge Suites hotel, to its previous designation of CRT-1. The requested amendment is necessary for

this development because the existing Staybridge Suites hotel will no longer comply with the maximum hotel density of the CCT-1 zoning district once it is removed from the concept plan for the block.

Please note, however, that the proposed amendment will have public benefits beyond the proposed development. This amendment will allow greater flexibility in the development of hotels on other properties that are both zoned Corridor Commercial Tradition -1 (CCT-1) and are located in the City's Activity Center districts. By increasing the maximum number of hotel rooms per acre, as is proposed by this amendment, other hotel developments will have greater flexibility in varying room sizes while still holding to the existing intensity (maximum floor area ratio and impervious surface area), height, and setback restrictions of the zoning district. Because of these other restrictions, hotels developed under the proposed increase density will visually still appear the same as hotels developed prior to the amendment, while providing the increased density vital to a vibrant downtown.

We thank you for your thoughtful consideration of this requested amendment, which in our opinion will serve the public interest.

Sincerely,

A handwritten signature in blue ink, appearing to read "Luis N. Serna". The signature is stylized with a large initial "L" and "S".

Luis N. Serna, AICP
Director of Planning
Tampa Bay Region

**City of St. Petersburg
Housing Affordability Impact Statement**

Each year, the City of St. Petersburg receives approximately \$2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that *increase the cost of housing construction, or of housing redevelopment*, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1– June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. **Initiating Department:** Planning & Economic Development

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2016-03).

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

No (No further explanation required.)
Yes Explanation:

If Yes, the **per unit cost increase** associated with this proposed policy change is estimated to be: \$_____.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No (No further explanation required)
Yes Explanation:

IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

- The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)



For D.G.

April 27, 2016

Department Director (signature)

Date

OR

- The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance *will increase housing costs* in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

Department Director (signature)

Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development



SAINT PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: Ordinance approving a vacation of a five (5) foot dead-end north/south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375. (City File No.: 16-33000002)

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

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the second reading and public hearing; and
- 2) Approve the proposed ordinance.

The Request: The request is to vacate a five (5) foot dead-end north/south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375. This is an unimproved segment of alley which dead ends into the Interstate to the north.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Exhibit "A" attached to the Ordinance. The applicant's goal is to incorporate the vacated five foot alley when redeveloping the parcel immediately to the west. Land on the other side of the alley to be vacated is owned by the City of St. Petersburg and is in a different subdivision.

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

Agency Review: The application was routed to City Departments and outside utility providers. The City's Engineering Department indicated that there is an existing sanitary sewer line within the right-of-way that will be abandoned to the applicant. TECO Peoples Gas and Duke Energy indicated that they have facilities in the alley to be vacated.

Public Comments: Staff received several calls from the public. These calls were primarily to obtain information on future development plans for the parcel adjacent to the vacated right-of-way. The President of the Downtown Neighborhood Association also called requesting more

information on development plans. None of these calls indicated any objection to the vacation of right-of-way.

DRC Action/Public Comments: On May 4, 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 alley right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated March 3, 2016.
2. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from TECO / Peoples Gas.
3. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from Duke Energy.

Attachments: Ordinance and Exhibit "A", Attachment "A" Parcel Map and Attachment "B" Aerial, Attachment "C" Engineering Memorandum dated March 3, 2016, and DRC Report

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A FIVE (5) FOOT DEAD-END NORTH/SOUTH ALLEY IN THE BLOCK BOUNDED BY GROVE STREET NORTH AND 8TH STREET NORTH BETWEEN 4TH AVENUE NORTH AND INTERSTATE 375; 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 May 4, 2016. (City File No. 16-33000002):

As described in attached Exhibit "A" - Sketch and Legal Description

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

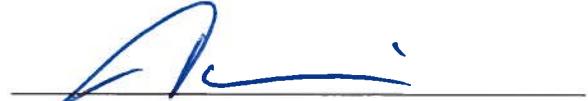
SECTION 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, the applicant shall comply with the conditions in the Engineering Memorandum dated March 3, 2016.
2. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from TECO / Peoples Gas.
3. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from Duke Energy.

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:

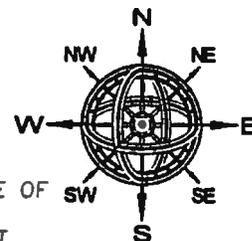
PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT:



SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

Exhibit "A" - 2 pages



NORTH BASIS:
ASSUMED

SCALE: 1" = 20'

ALLEY VACATION DESCRIPTION:

A 5 FOOT WIDE PLATTED ALLEY LYING SOUTH OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 375 (LIMITED ACCESS RIGHT-OF-WAY), LYING NORTH OF 4TH AVENUE NORTH RIGHT-OF-WAY LINE AND BOUNDED ON THE WEST BY THE EAST LINE OF LOT 10, McDANIEL-SMALLWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 71 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 3, BLOCK 1, MAP OF MOFFETT'S ADDITION TO ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

ALL THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, McDANIEL-SMALLWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 71 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND RUN THENCE S.89°56'47"E. ALONG THE SOUTH LINE OF LOTS 6 THROUGH 10, INCLUSIVE OF SAID PLAT, A DISTANCE OF 235.00 FEET (PLAT), 234.97 FEET (MEASURED) TO THE SOUTHEAST CORNER OF LOT 10 OF SAID PLAT AND THE WEST LINE OF A 5 FOOT WIDE ALLEY, ALSO BEING THE POINT OF BEGINNING; THENCE RUN N.00°14'40"E. ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 67.13 FEET (DEED), 67.14 FEET (MEASURED) TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 375 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15002-2501, SHEET 5 OF 6; THENCE RUN S.65°59'22"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 5.46 FEET TO A POINT ON THE EAST LINE OF SAID 5 FOOT WIDE ALLEY AND THE WEST LINE OF LOT 3, BLOCK 1, MAP OF MOFFETT'S ADDITION TO ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE RUN S.00°14'40"W. ALONG SAID EAST LINE OF A 5 FOOT WIDE ALLEY AND THE WEST LINE OF SAID LOT 3, BLOCK 1 A DISTANCE OF 64.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1; THENCE RUN N.89°56'47"W. ALONG THE SOUTH LINE OF SAID 5 FOOT WIDE ALLEY A DISTANCE OF 5.00 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 10 AND THE POINT OF BEGINNING.

CONTAINING 330 SQUARE FEET MORE OR LESS.

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE NORTH AS BEING N.89°56'47"E., PER O.R. BOOK 18927, PAGES 134-135.

REVISED: 4/26/16
PREPARED: 1/28/16

FOR: MARCAL INVESTMENTS, LLC

THIS IS NOT A SURVEY

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

Job: 1510-56B
Drawn: DS

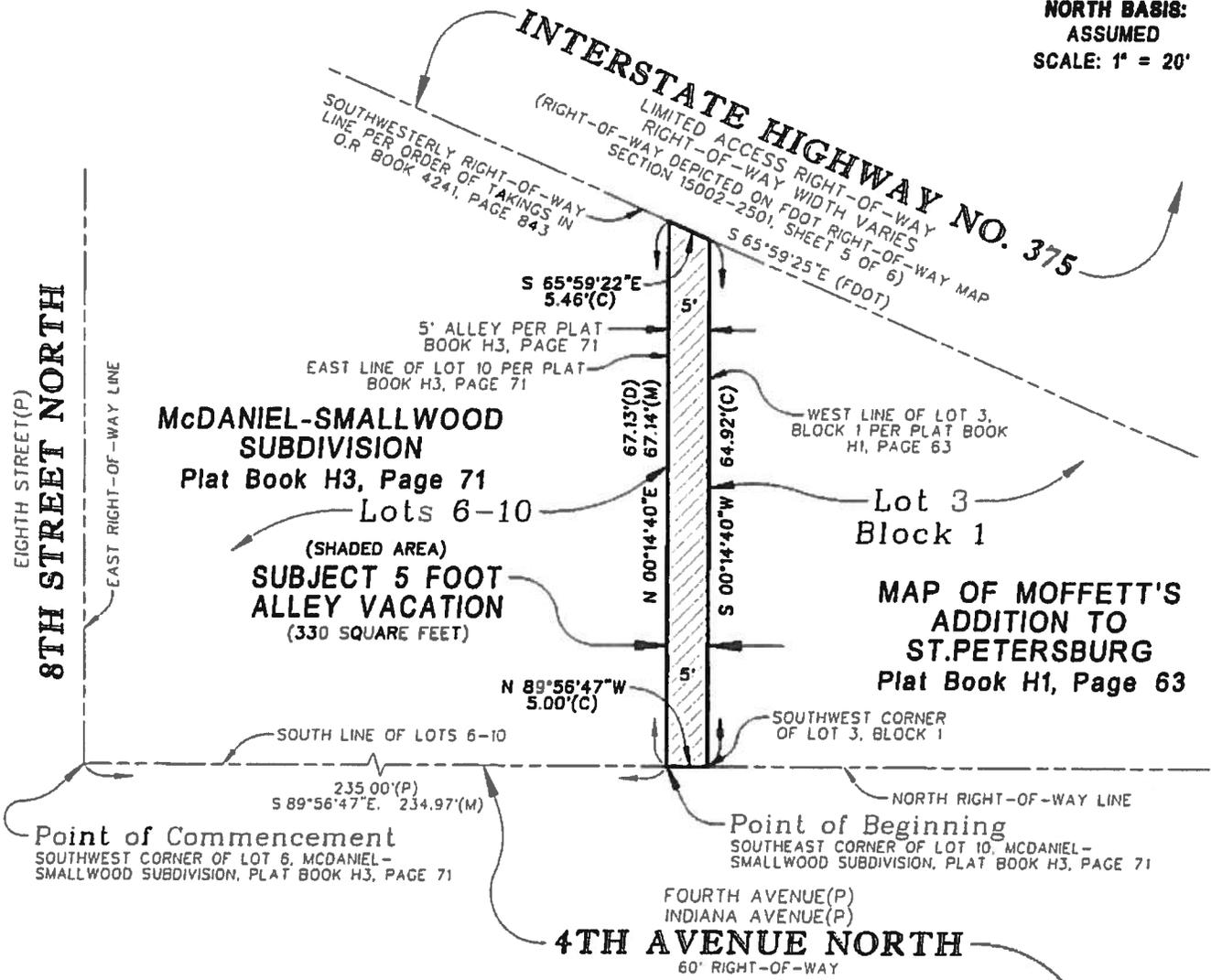
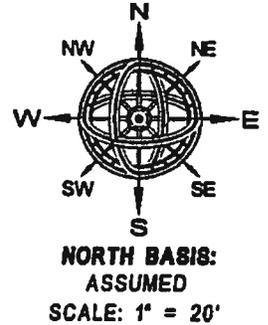
hereby certify that the Description and Sketch represented herein meet the requirements of Chapter 29-17, Florida Administrative Code.

STATE OF FLORIDA
JOHN C. BRENDLA
Florida Surveyor License No. 1269
Certificate of Authority No. 760

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 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST
SKETCH OF DESCRIPTION



- ABBREVIATIONS:**
- (C) = CALCULATED
 - (D) = DEED
 - (FDOT) = FLORIDA DEPARTMENT OF TRANSPORTATION
 - (M) = MEASURED
 - O.R. = OFFICIAL RECORDS
 - (P) = PLAT

REVISED 4/26/16
 PREPARED 1/28/16

THIS IS NOT A SURVEY

Job: 1510-56B
 Drawn: DS

Basis of Bearings:
 NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE NORTH AS BEING N.89°56'47"E., PER O.R. BOOK 18927, PAGES 134-135.
FOR: MARCAL INVESTMENTS, LLC

Prepared by:
JOHN C. BRENDA & ASSOCIATES, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 4015 82nd Avenue North
 Pinellas Park, Florida 33781
 phone (727) 576-7546 ~ fax (727) 577-9932
SHEET 2 OF 2



Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000002
Address: 747 4th Avenue North



ATTACHMENT "C"
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: March 3, 2016
SUBJECT: Alley Vacation
FILE: 16-33000002 R1

LOCATION: 755 4th Avenue North
PIN: 19/31/17/53622/000/0100
ATLAS: F-4
PROJECT: Alley Vacation

REQUEST: Approval of a vacation of a ten (10) foot dead end north-south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the alley vacation request provided that the following comments is included as Engineering conditions of approval:

1. The 12" VCP sanitary sewer main which exists within the alley to be vacated and the terminal manhole (City designation #F4-60) located at then north end of the alley right of way will be abandoned to the applicant for ownership and maintenance. Upon redevelopment of the property, the property owner will be required to construct a clean out over the sewer main at the southern property line, just within the right of way of 4th Avenue North. This clean-out will delineate the terminal end of the City's maintenance responsibility. The clean out construction shall be completed by and at the sole expense of the property owner/developer and all work within the public right of way shall be performed in compliance with current City Engineering Standards and Specifications.
2. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

NED/MJR/jw

pc: Kelly Donnelly
Reading File
Correspondence File



**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 May 4, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000002 **PLAT SHEET:** F-4

REQUEST: Approval of a vacation of a five (5) foot dead-end north/south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375.

OWNER: Marcal Investments, LLC
8199 Northwest 33rd Street
Miami, Florida 33122

Marcal Investments, LLC
PO Box 16089
Saint Petersburg, Florida 33733

AGENT: Joe Villari
6842 Park Street South
South Pasadena, Florida 33707

ADDRESS: 747 4th Avenue North

PARCEL ID NO.: 19-31-17-53622-000-0100

LEGAL DESCRIPTION: On File

ZONING: Downtown Center-2 (DC-2)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a five (5) foot dead-end north/south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375. This is an unimproved segment of alley which dead ends into the Interstate to the north.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Exhibit "A" attached. The applicant's goal is to incorporate the vacated five foot alley when redeveloping the parcel immediately to the west. Land on the other side of the alley to be vacated is owned by the City of St. Petersburg and is in a different subdivision.

Analysis. Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant **does** provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

The application was routed to City Departments and outside utility providers. The City's Engineering Department indicated that there is an existing sanitary sewer line within the right-of-way that will be abandoned to the applicant. TECO/Peoples Gas and Duke Energy indicated that they have facilities in the alley to be vacated. The applicant will work with these utilities to either abandon, reroute or to obtain a letter of no objection. This is a suggested condition of approval of this vacation.

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

The vacation of the subject right-of-way will not deny access to any lot of record.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

This is already a dead-end alley and will not affect any utilized travel patterns. The integrity of the historic pattern has already been interrupted by the construction of the Interstate to the north of the subject alley.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The right-of-way is not needed for the purpose for which the City has a legal interest and there is no known present or future need for 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.

No other factors have been raised for consideration.

B. Comprehensive Plan

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

Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

The subject right-of-way is within the boundaries of the Downtown Neighborhood Association. The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Downtown Neighborhood Association. There are no neighborhood plans which affect vacation of right-of-way in this area of the City.

The subject property is within the boundaries of the Intown Activity Center. The Intown Activity Center plan has two elements which apply to this vacation of right-of-way:

Under the Residential Development Program it is noted that the "City may initiate vacation of alleys and streets for development".

While this is not a City initiated vacation, the policy allows vacation of alleys specifically for residential development.

One of the Development Guidelines is to "To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal".

This proposed vacation is in support of redevelopment of the adjacent parcel.

Comments from Agencies and the Public

The application was routed to City Departments and outside utility providers. The City's Engineering Department indicated that there is an existing sanitary sewer line within the right-of-way that will be abandoned to the applicant. TECO Peoples Gas and Duke Energy indicated that they have facilities in the alley to be vacated.

Staff received several calls from the public. These calls were primarily to obtain information on future development plans for the parcel adjacent to the vacated right-of-way. The President of the Downtown Neighborhood Association also called requesting more information on development plans. None of these calls indicated any objection to the vacation of right-of-way.

RECOMMENDATION: Staff recommends **APPROVAL** of the proposed alley 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 conditions in the Engineering Memorandum dated March 3, 2016.
2. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from TECO Peoples Gas.
3. Prior to recording the vacation ordinance, the applicant shall relocate the facilities or obtain a letter of no objection from Duke Energy.

REPORT PREPARED BY:


KATHRYN A. YONKIN, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department
4-27-16
DATE

REPORT APPROVED BY:


ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division
4-27-16
DATE

Attachments: A – Parcel Map, B – Aerial Map, C – Engineering Memorandum Dated March 3, 2016, Exhibit "A" Sketch and Legal Description - 2 pages



Attachment "B"
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000002
Address: 747 4th Avenue North



ATTACHMENT "C"
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: March 3, 2016
SUBJECT: Alley Vacation
FILE: 16-33000002 R1

LOCATION: 755 4th Avenue North
PIN: 19/31/17/53622/000/0100
ATLAS: F-4
PROJECT: Alley Vacation

REQUEST: Approval of a vacation of a ten (10) foot dead end north-south alley in the block bounded by Grove Street North and 8th Street North between 4th Avenue North and Interstate 375.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the alley vacation request provided that the following comments is included as Engineering conditions of approval:

1. The 12" VCP sanitary sewer main which exists within the alley to be vacated and the terminal manhole (City designation #F4-60) located at then north end of the alley right of way will be abandoned to the applicant for ownership and maintenance. Upon redevelopment of the property, the property owner will be required to construct a clean out over the sewer main at the southern property line, just within the right of way of 4th Avenue North. This clean-out will delineate the terminal end of the City's maintenance responsibility. The clean out construction shall be completed by and at the sole expense of the property owner/developer and all work within the public right of way shall be performed in compliance with current City Engineering Standards and Specifications.

2. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

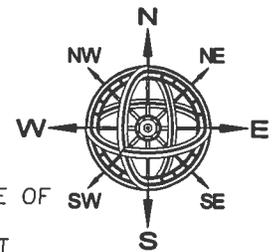
NED/MJR/jvw

pc: Kelly Donnelly
Reading File
Correspondence File

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST

DESCRIPTION AND SKETCH

Exhibit "A"- 2 pages



NORTH BASIS:
ASSUMED
SCALE: 1" = 20'

ALLEY VACATION DESCRIPTION:

A 5 FOOT WIDE PLATTED ALLEY LYING SOUTH OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 375 (LIMITED ACCESS RIGHT-OF-WAY), LYING NORTH OF 4TH AVENUE NORTH RIGHT-OF-WAY LINE AND BOUNDED ON THE WEST BY THE EAST LINE OF LOT 10, McDANIEL-SMALLWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 71 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 3, BLOCK 1, MAP OF MOFFETT'S ADDITION TO ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

ALL THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, McDANIEL-SMALLWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 71 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND RUN THENCE S.89°56'47"E. ALONG THE SOUTH LINE OF LOTS 6 THROUGH 10, INCLUSIVE OF SAID PLAT, A DISTANCE OF 235.00 FEET (PLAT), 234.97 FEET (MEASURED) TO THE SOUTHEAST CORNER OF LOT 10 OF SAID PLAT AND THE WEST LINE OF A 5 FOOT WIDE ALLEY, ALSO BEING THE POINT OF BEGINNING; THENCE RUN N.00°14'40"E. ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 67.13 FEET (DEED), 67.14 FEET (MEASURED) TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 375 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 15002-2501, SHEET 5 OF 6; THENCE RUN S.65°59'22"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 5.46 FEET TO A POINT ON THE EAST LINE OF SAID 5 FOOT WIDE ALLEY AND THE WEST LINE OF LOT 3, BLOCK 1, MAP OF MOFFETT'S ADDITION TO ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE RUN S.00°14'40"W. ALONG SAID EAST LINE OF A 5 FOOT WIDE ALLEY AND THE WEST LINE OF SAID LOT 3, BLOCK 1 A DISTANCE OF 64.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1; THENCE RUN N.89°56'47"W. ALONG THE SOUTH LINE OF SAID 5 FOOT WIDE ALLEY A DISTANCE OF 5.00 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 10 AND THE POINT OF BEGINNING.

CONTAINING 330 SQUARE FEET MORE OR LESS.

Basis of Bearings:

NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE NORTH AS BEING N.89°56'47"E., PER O.R. BOOK 18927, PAGES 134-135.

REVISED: 4/26/16
PREPARED: 1/28/16

FOR: MARCAL INVESTMENTS, LLC

THIS IS NOT A SURVEY

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

Job: 1510-56B
Drawn: DS

I hereby certify that the Description and Sketch represented herein meet the requirements of Chapter 29-17, Florida Administrative Code.

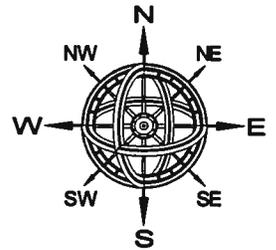
JOHN C. BRENDLA
Florida Surveyor Registration No. 1269
Certificate of Authorization No. 760

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

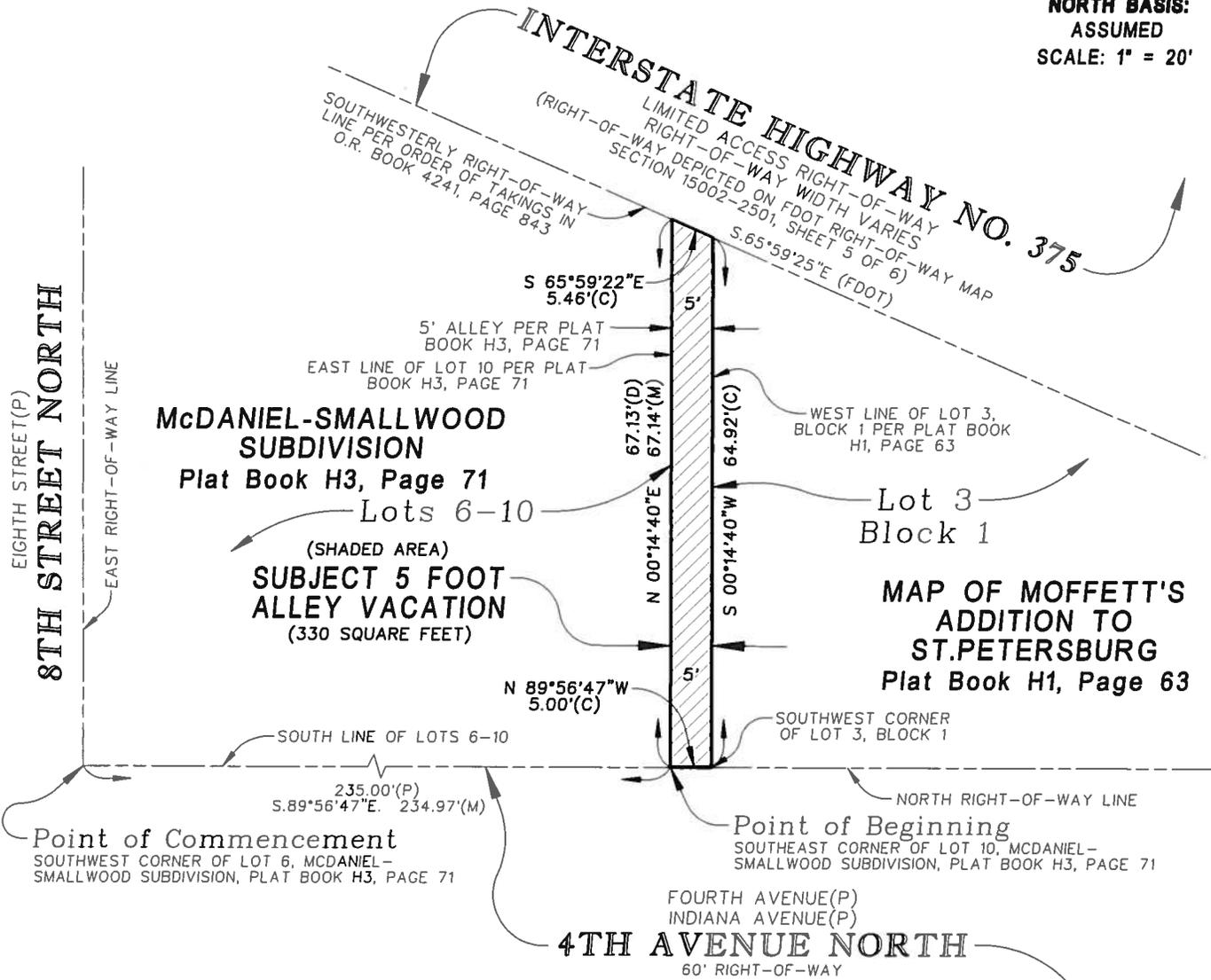
SHEET 1 OF 2

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST

SKETCH OF DESCRIPTION



NORTH BASIS:
ASSUMED
SCALE: 1" = 20'



ABBREVIATIONS:

- (C) = CALCULATED
- (D) = DEED
- (FDOT) = FLORIDA DEPARTMENT OF TRANSPORTATION
- (M) = MEASURED
- O.R. = OFFICIAL RECORDS
- (P) = PLAT

REVISED: 4/26/16
PREPARED: 1/28/16

THIS IS NOT A SURVEY

Job: 1510-56B
Drawn: DS

Basis of Bearings:
NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE NORTH AS BEING N.89°56'47"E., PER O.R. BOOK 18927, PAGES 134-135.

FOR: MARCAL INVESTMENTS, LLC.

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 2 OF 2

ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: **City File LGCP-2016-02:** City-initiated Comprehensive Plan text amendments addressing the Target Employment Center (TEC) Overlay designation; the reclassification of a segment of 22nd Street North within the Historic Kenwood Neighborhood; evaluation of the Comprehensive Plan; and updating terms and correcting references.

A detailed analysis of the request is provided in Staff Report LGCP-2016-02, attached.

REQUEST: ORDINANCE____-H amending Chapter 1, General Introduction, Chapter 3, Future Land Use Element, Chapter 6, Transportation Element, Chapter 11, Intergovernmental Coordination Element, Chapter 14, Plan Monitoring and Evaluation Element, Map 20, Future Major Streets and Map 21, Future Lane Arrangement.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: No visitors, phone calls or correspondence have been received, to date.

Neighborhood Input: The Historic Kenwood Neighborhood is in support of the change in roadway classification for 22nd Street North, between 1st Avenue North and 9th Avenue North, from *neighborhood collector* to *local road*.

Community Planning & Preservation Commission (CPPC): On March 8, 2016 the CPPC held a public hearing regarding these proposed text amendments to the Comprehensive Plan, and recommended APPROVAL by a unanimous vote of 7 to 0. In a separate motion, also approved unanimously, Commissioner Gwen Reese asked that City staff investigate the possibility of adding wayfinding signage along 22nd Street informing those traveling along the corridor of points of interest further south, including The Deuces Live Main Street and the African-American Heritage Trail.

City Council Action: On April 7, 2016 the City Council conducted the first reading and public hearing for the proposed ordinance, approved Resolution 2016-150 transmitting the amendment for expedited external agency review, and set the second reading and adoption public hearing for June 16, 2016.

The City Council's discussion of the Comprehensive Plan amendment package included the changes proposed for 22nd Street, between 1st Avenue North and 9th Avenue North, specifically with regard to amending the Future Major Streets Map and Future Lane Arrangement Map to designate this segment as a local road rather than a neighborhood collector, at the request of the Historic Kenwood neighborhood Association.

City staff was asked to analyze 22nd Street, south of 1st Avenue North, to determine if similar changes were needed and appropriate. A brief summary of the analysis conducted by the Transportation & Parking Management Department is as follows:

- ✓ 22nd Street, south of 1st Avenue North, has more industrial and commercial land uses, more travel lanes, a significantly higher volume of traffic and a higher speed limit.
- ✓ The average travel speed on 22nd Street is nearly the same north and south of 1st Avenue North, but the speed limit is 5 MPH higher south of 1st Avenue North.
- ✓ The 30 MPH speed limit south of 1st Avenue North is appropriate based on traffic engineering standards for establishing speed limits.
- ✓ Given the land use characteristics and higher traffic volumes on 22nd Street south of 1st Avenue North, City staff recommends that it continue to be classified as a collector street, and as such, additional stop signs or vertical traffic calming measures would not be considered because City staff does not believe that such measures are needed.
- ✓ Staff has contacted the neighborhood and business associations along 22nd Street, south of 1st Avenue North, to inform them of the proposed amendment to 22nd Street north of 1st Avenue North. There have been no additional requests for traffic plans.

Transportation & Parking Management Department staff will be available to provide more information or clarification.

External Agency Review: As with all Comprehensive Plan text amendments, the proposed ordinance and staff report were transmitted to the following entities for review (referred to as "external agencies"): Florida Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT, District 7), Florida Department of State, Florida Department of Education, Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), Tampa Bay Regional Planning Council (TBRPC) and the Pinellas County Planning Department.

- April 21, 2016 correspondence from SWFWMD encouraged the City to reevaluate the current potable water level of service (LOS) standard (which is 125 gallons per capita per day), while acknowledging that the amendment being reviewed did not address water supply LOS.

- April 25, 2016 correspondence from the Pinellas County Planning Department indicated that the City's proposed amendments are compatible with, and further, the provisions of the Pinellas County Comprehensive Plan.
- April 27, 2016 correspondence from the TBRPC identified no adverse effects on regional resources or facilities, and no extra-jurisdictional impacts.
- May 4, 2016 correspondence from FDOT, District 7, recommended that the transportation system be assessed for any proposed Target Employment Center.
- May 6, 2016 correspondence from the Florida DEP identified no adverse impacts to important state resources and facilities.
- May 13, 2016 correspondence from the Florida DEO contained no comments.
- May 17, 2016 correspondence received from the Pinellas Planning Council (PPC) stated that the proposed text amendments are consistent with the provisions of the Countywide Rules.

Recommended City Council Action: 1) CONDUCT the second reading and public hearing for the attached ordinance; AND 2) ADOPT the ordinance.

Attachments: Ordinance, CPPC Minutes, Staff Report

ORDINANCE NO. ____-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 1, GENERAL INTRODUCTION; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT; AMENDING CHAPTER 6, TRANSPORTATION ELEMENT; AMENDING CHAPTER 11, INTERGOVERNMENTAL COORDINATION ELEMENT; AMENDING CHAPTER 14, PLAN MONITORING AND EVALUATION ELEMENT; AMENDING MAP 20, FUTURE MAJOR STREETS; AMENDING MAP 21, FUTURE LANE ARRANGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements of Chapter 163, Florida Statutes, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated amendments to several Comprehensive Plan elements, including issue areas, objectives and policies; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on March 8, 2016 and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

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

Section 1. Section 1.6 List of Abbreviations, in Chapter 1, General Introduction, is hereby amended to read as follows:

TBARTA Tampa Bay Area Regional ~~Transit~~ Transportation Authority

Section 2. Policy LU3.1(E)(8) in Chapter 3, Future Land Use Element, is hereby amended to read as follows:

Target Employment Center (TEC) Overlay – Overlaying the future land use designations of those areas, not less than ~~100~~ 10 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

Section 3. Policy LU7.3 in Chapter 3, Future Land Use Element, is hereby amended to read as follows:

The City will prohibit the new construction of hospitals, nursing homes, ~~and convalescent homes,~~ and assisted living facilities in Evacuation Level A zones, discourage the siting or expansion of these facilities in Evacuation Level B zones and limit the expansion of existing sites in these zones to the boundaries of the currently developed lot.

Section 4. ISSUE: Promotion of Public Transit and Transportation Demand Management Programs, in Chapter 6, Transportation Element, is hereby amended to read as follows:

In 2007, the Florida Legislature established the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA), with the ability to plan and develop a multimodal transportation system that will connect Citrus, Hernando, Pasco, Pinellas, Hillsborough, Manatee and Sarasota Counties.

Section 5. Policy T15.1, in Chapter 6, Transportation Element, is hereby amended to read as follows:

The City shall participate in the Pinellas Mobility Initiative (PMI) and the planning activities of the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA) by serving on the appropriate technical and policy committees and working with the Pinellas County MPO, PSTA, FDOT and other appropriate agencies.

Section 6. Policy T24.7, in Chapter 6, Transportation Element, is hereby amended to read as follows:

The City shall continue to support the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA) in developing a regional transit system that will serve the seven counties comprising the greater Tampa Bay region.

Section 7. Policy IC2.5, in Chapter 11, Intergovernmental Coordination Element, is hereby deleted as follows:

~~Intergovernmental issues in potential annexation areas will be coordinated with the Pinellas County Planning Council (PPC) through the procedures specified in Chapter 73-594 as amended by Chapter 88-464, Laws of Florida, and the Operating Manual adopted by the PPC on October 19, 1988.~~

Section 8. Policy IC2.6, in Chapter 11, Intergovernmental Coordination Element, is hereby renumbered IC2.5 and amended to read as follows:

The City will coordinate with ~~the PPC~~ Pinellas County, and other jurisdictions as appropriate, to establish a more comprehensive and better integrated annexation process that will include consideration of the following:

~~7. Consistency—A requirement for consistency with the Countywide Future Land Use Plan at the time of annexation.~~

~~8.7. Coordination with State Plan Amendment Review Process - To establish eligibility for waiver of the requirement for plan amendment pursuant to Section 163.3171(3), F.S., at the time of annexation.~~

Section 9. Policies IC2.7 through IC2.9, in Chapter 11, Intergovernmental Coordination Element, are hereby renumbered Policies IC2.6 through IC2.8.

Section 10. Policy IC3.6, in Chapter 11, Intergovernmental Coordination Element, is hereby amended to read as follows:

The City shall participate in the countywide planning process through representation on and coordination with the Pinellas Planning Council as prescribed by Chapter ~~73-594~~2012-245, Laws of Florida, as amended.

Section 11. Subsection 14.1.1, in Chapter 14, Plan Monitoring and Evaluation Element, is hereby amended to read as follows:

~~An evaluation and appraisal report (EAR) shall be completed by the St. Petersburg Development Services Department and adopted by the City Council, in compliance with Chapter 163.3191, F.S., as amended. In any year during which an EAR is completed, the EAR shall be substituted for the annual monitoring report.~~

In compliance with Section 163.3191, F.S., as amended, at least once every seven (7) years, the City shall evaluate the Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the Comprehensive Plan, and notify the state land planning agency as to the City's determination. If such plan amendments are necessary, the City shall follow the process required by Section 163.3191, F.S., as amended.

Section 12. Map 20, Future Major Streets, is hereby amended as follows:

The roadway classification for 22nd Street North, between 1st Avenue North and 9th Avenue North, is amended from *neighborhood collector* to *local road*, thereby deleting the segment from the map.

Section 13. Map 21, Future Lane Arrangement, is hereby amended as follows:

The roadway classification for 22nd Street North, between 1st Avenue North and 9th Avenue North, is amended from *neighborhood collector* to *local road*, thereby deleting the segment from the map.

Section 14. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 15. Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

Section 16. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance. 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 as described above.

REVIEWED AND APPROVED AS TO
FORM AND CONTENT:



City Attorney (or Designee)



Planning & Economic Development Dept.

3/15/16

Date

3-11-16

Date

RESOLUTION NO. 2016-__

A RESOLUTION TRANSMITTING PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENTS FOR STATE, REGIONAL AND COUNTY REVIEW AS REQUIRED BY THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act requires that all text amendments to the Comprehensive Plan be forwarded for state, regional and county review and comment in compliance with statutory requirements; and

WHEREAS, the St. Petersburg Community Planning & Preservation Commission, acting as the Local Planning Agency, has reviewed and acted on a series of Comprehensive Plan text amendments as required by Section 163.3174, F.S.

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

That the Comprehensive Plan text amendments acted on by the City of St. Petersburg Community Planning & Preservation Commission on March 8, 2016 attached to this resolution, be transmitted for state, regional and county review pursuant to Section 163.3184(3), Florida Statutes (Expedited State Review Process).

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

City File LGCP-2016-02

	3-11-16
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	DATE
	3/15/16
CITY ATTORNEY (designee)	DATE



**CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
March 8, 2016**

Approved as written 4/12/16

PUBLIC HEARING

A. City File LGCP-2016-02

Contact Person: Rick MacAulay, 551-3386

Request: This is a City-initiated application proposing several amendments to the Local Government Comprehensive Plan, including revisions to the Future Major Streets and Future Lane Arrangement maps, pertaining to a segment of 22nd Street North, between 1st Avenue North and 9th Avenue North; amending the minimum acreage threshold for the Target Employment Center (TEC) Overlay designation; providing consistency with the Special Act (Chapter 2012-244, Laws of Florida) relating to the Pinellas Planning Council (PPC); and addressing revised statutory requirements regarding the evaluation of the Comprehensive Plan.

Staff Presentation

Based on the staff report, Rick MacAulay began with a PowerPoint presentation addressing the Target Employment Center Overlay policy; adding of assisted living facilities to the list of prohibited uses in an evacuation zone; and some miscellaneous housekeeping amendments. Tom Whalen concluded the presentation addressing the amendments to the Future Major Streets and Future Lane Arrangement maps, pertaining to 22nd Street North in the Historic Kenwood neighborhood.

Public Hearing

The following people spoke in support of the proposal to remove the identified segment of 22nd Street from the two Comp Plan maps, and also suggested the installation of stop signs on 22nd St N for traffic calming:

Brenda Gordon, 2934 Burlington Ave N and representing Historic Kenwood NA
Joann Schmal, 2200 Burlington Ave N
L. Williams, 2527 Burlington Ave N and representing the Historic Kenwood NA

Gene Smith, 430 – 5th St N, did not speak but filled out a card indicating his opposition to the map changes.

Executive Session

Commissioner Michaels stated his support for this request.

Commissioner Reese voiced her concern regarding removing the 22nd Street N portion from the maps which would create a hardship for people trying to find The Deuces and the African-American Heritage Trail located on 22nd Street, south of Central Avenue. Mr. MacAulay explained that the street removal is from maps used for

long-term planning purposes only, that the public does not use these maps for navigation, and that public street maps will not change.

Commissioner Michaels suggested placing wayfinding signs at the proposed stop signs on 22nd Street N directing people to The Deuces and the African-American Heritage Trail. Staff agreed to look into this opportunity.

MOTION #1: *Commissioner Rogo moved and Commissioner Michaels seconded a motion approving the request in accordance with the staff report.*

VOTE: *YES – Bell, Burke, Michaels, Reese, Rogo, Carter, Whiteman
NO – None*

Motion passed by a vote of 7 to 0.

MOTION #2: *Commissioner Michaels moved and Commissioner Reese seconded a motion to recommend the installation of wayfinding signage at the proposed stop signs along the 22nd Street North section to The Deuces and the African-American Heritage Trail.*

VOTE: *YES – Bell, Burke, Michaels, Reese, Rogo, Carter, Whiteman
NO – None*

Motion passed by a vote of 7 to 0.



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 March 8, 2016
at **3:00 p.m.**, in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File #LGCP-2016-02
Agenda Item V.A.

Request: City Administration requests that the Comprehensive Plan be amended as follows:

1. Proposed text amendment to Policy LU3.1(E)(8) in Chapter 3, Future Land Use Element, revising the minimum acre threshold for the Target Employment Center (TEC) Overlay designation.
2. Proposed text amendment to Policy LU7.3 in Chapter 3, Future Land Use Element, adding the term “assisted living facilities.”
3. Proposed amendments to Map 20, Future Major Streets and Map 21, Future Lane Arrangement, associated with a request from the Historic Kenwood Neighborhood Assoc. for traffic calming along a segment of 22nd Street North, between 1st Avenue North and 9th Avenue North.
4. Proposed text amendments in Chapter 1, General Introduction and Chapter 6, Transportation Element, to properly reference and cite the Tampa Bay Area Regional Transportation Authority.
5. Proposed text amendments to Policies IC2.5, IC2.6 and IC3.6 in Chapter 11, Intergovernmental Coordination Element, to acknowledge changes in the Special Act (Chapter 2012-244, Laws of Florida) relating to the Pinellas Planning Council (PPC).
6. Proposed text amendments to Chapter 14, Plan Monitoring and Evaluation Element.

Staff Analysis: The following analysis addresses the proposed Comprehensive Plan amendments in greater detail.

1. Chapter 3, Future Land Use Element, Target Employment Center (TEC) Overlay

- a) It is proposed that Policy LU3.1(E)(8) be amended to read as follows:

Target Employment Center (TEC) Overlay – Overlaying the future land use designations of those areas, not less than ~~100~~ 10 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

Explanation: This policy was adopted by the City on December 17, 2015 (Ordinance 201-H), consistent with Section 2.3.3.13 of the Countywide Plan Rules, the latter adopted in August 2015. This section of the Countywide Plan Rules, which are administered by the Pinellas Planning Council (PPC), is presently being amended in an identical manner, due in part to the fact that the 100 acre minimum threshold was somewhat arbitrary, and arguably easier to depict on the Countywide Plan Map. City staff concurs with PPC staff that industrially- and commercially-designated areas 10 acres or more in size are large enough to attract and support manufacturing, office and research & development employers, and if designated with the TEC Overlay such “target employers” may create even more of the higher skill/higher wage jobs desired by the City and Pinellas County. The PPC held a public hearing on February 10, 2016 and voted unanimously to recommend approval of an amendment to the Countywide Rules to reduce the minimum size threshold for the TEC Overlay from 100 acres to 10 acres, with final Countywide Planning Authority or CPA action expected on May 24, 2016. City Council public hearings on this same amendment, as described above, are anticipated on April 7 and June 16, 2016.

In a related matter, when the new Countywide Plan Map and Rules were adopted in August 2105, more than a dozen 100+ acre areas were designated countywide with the TEC Overlay, including four areas in St. Petersburg, specifically the CSX Rail Corridor, Gateway area, a portion of the South St. Petersburg Community Redevelopment Area, and the Tyrone Industrial Park. The City is presently processing a Future Land Use Map amendment to designate these four areas with the TEC Overlay (City File: FLUM-32-A). The Community Planning & Preservation Commission (CPPC) conducted a public hearing on February 9, 2016 and voted unanimously to recommend approval of designating the four areas with the TEC Overlay. The City Council will hold public hearings on March 17 and May 19, 2016.

2. Chapter 3, Future Land Use Element, Add the Term “Assisted Living Facility”

It is proposed that Policy LU7.3 be amended to read as follows:

The City will prohibit the new construction of hospitals, nursing homes, ~~and~~ convalescent homes, and assisted living facilities in Evacuation Level A zones, discourage the siting or expansion of these facilities in Evacuation Level B zones and limit the expansion of existing sites in these zones to the boundaries of the currently developed lot.

Explanation: Both Florida Statutes (Chapter 429) and the City’s Land Development Regulations (Section 16.10.020.1 and Section 16.30.040) reference “assisted living facilities.” Adding this term will ensure consistency with nomenclature in State Statutes and the City’s LDRs.

3. Proposed Amendments to Map 20, Future Major Streets and Map 21, Future Lane Arrangement

It is proposed that Map 20, Future Major Streets and Map 21, Future Lane Arrangement (both maps attached) be amended to reclassify 22nd Street North, between 1st Avenue North and 9th Avenue North, from a neighborhood collector to a local road. The purpose of this amendment is to allow for the installation of stop signs every two blocks to address the issue of speeding along this road segment. The affected property owners along the road segment and the Historic Kenwood Neighborhood Association (HKNA) have indicated their support for the amendment (letter attached). If the amendment is approved, 22nd Street North between 1st and 9th Avenues North will be removed from Maps 20 and 21 and will no longer be considered part of the City’s major street network.

Presently, 22nd Street North serves as a neighborhood collector road between 5th Avenue South and 9th Avenue North. The City maintains 22nd Street North, which is a two-lane undivided roadway. The definition of a neighborhood collector road is “A specialized type of collector road. While they function as a collector, they primarily serve residential areas. Designation as a neighborhood collector is intended to recognize the role that the roadway plays in the overall thoroughfare system while acknowledging the importance of preserving adjacent residential neighborhoods through traffic calming techniques.” The latest average daily traffic volume on 22nd Street North between 1st and 9th Avenues North is 1,844 vehicles per day. Based on the Florida Department of Transportation’s Level of Service (LOS) tables, the LOS for this segment of 22nd Street North is “C,” which is the best level of service ranking possible for the type of roadway. The relatively low traffic volumes on this segment of 22nd Street make it comparable to local roads in St. Petersburg. A local road is defined as “A roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high volume land access for abutting property.”

The City was contacted by the HKNA, which indicated their ongoing concern about speeding along 22nd Street. The posted speed limit is 25 mph. The City’s Transportation and Parking Management Department conducted studies within this area and found an average 24-hour operational speed of 40.4 mph for northbound traffic on 22nd Street North at 3rd Avenue North, resulting in 44.2% of vehicles traveling greater than 10% mph over the speed limit. The average

speed for southbound traffic at this location was 36.7 mph, with 19.0% of this traffic traveling greater than 10% mph over the speed limit. Speed humps were initially proposed as a solution and would be allowed under the neighborhood collector designation. The HKNA prefers that the 22nd Street segment be added to the neighborhood stop sign grid, which the HKNA said has worked well in decreasing the speeds of traffic within the neighborhood (neighborhood traffic plan attached). Stop sign installation for traffic calming purposes is allowed on local roads but not on neighborhood collectors. City staff has reviewed the neighborhood association's request and has determined that stop signs are the most appropriate measure to reduce vehicle speeding along this road segment.

Stop signs on the 22nd Street North segment are unlikely to have a negative impact on parallel north-south streets. Traffic volumes may potentially decrease if some motorists that use this road segment as a through street choose another road to reach their destination, but since the traffic volumes on 22nd Street North are relatively low, a diversion of some vehicles will have a minimal impact on these other roads. Both 21st and 23rd Streets are already part of the neighborhood stop sign grid. The two parallel major streets, 20th Street and 28th Street, both function at a LOS "C" and have significant amounts of excess roadway capacity.

4. Correct "Transit" to "Transportation" in the agency name "Tampa Bay Area Regional Transportation Authority"

- a) It is proposed that Section 1.6 List of Abbreviations, in Chapter 1, General Introduction, be amended to read as follows:

TBARTA Tampa Bay Area Regional ~~Transit~~ Transportation Authority

- b) It is proposed that ISSUE: Promotion of Public Transit and Transportation Demand Management Programs, in Chapter 6, Transportation Element, be amended to read as follows:

In 2007, the Florida Legislature established the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA), with the ability to plan and develop a multimodal transportation system that will connect Citrus, Hernando, Pasco, Pinellas, Hillsborough, Manatee and Sarasota Counties.

- c) It is proposed that Policy T15.1, in Chapter 6, Transportation Element, be amended to read as follows:

The City shall participate in the Pinellas Mobility Initiative (PMI) and the planning activities of the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA) by serving on the appropriate technical and policy committees and working with the Pinellas County MPO, PSTA, FDOT and other appropriate agencies.

- d) It is proposed that Policy T24.7, in Chapter 6, Transportation Element, be amended to read as follows:

The City shall continue to support the Tampa Bay Area Regional ~~Transit~~ Transportation Authority (TBARTA) in developing a regional transit system that will serve the seven counties comprising the greater Tampa Bay region.

Explanation: The correct name of the agency is “Tampa Bay Area Regional *Transportation* Authority” but the Comprehensive Plan currently references the “Tampa Bay Area Regional *Transit* Authority.” Therefore the corrections outlined above are needed.

5. Needed Updates Based on the Revised Special Act Reconstituting the PPC

- a) It is proposed that Policy IC2.5, in Chapter 11, Intergovernmental Coordination Element, be deleted as follows:

~~Intergovernmental issues in potential annexation areas will be coordinated with the Pinellas County Planning Council (PPC) through the procedures specified in Chapter 73-594 as amended by Chapter 88-464, Laws of Florida, and the Operating Manual adopted by the PPC on October 19, 1988.~~

- b) It is proposed that Policy IC2.6, in Chapter 11, Intergovernmental Coordination Element, be amended to read as follows:

The City will coordinate with ~~the PPC~~ Pinellas County, and other jurisdictions as appropriate, to establish a more comprehensive and better integrated annexation process that will include consideration of the following:

1. Advance Notice - A procedure that provides for advance notice of all annexations to the respective parties of interest.
2. Accurate Legal Description - A means to review and validate the legal descriptions for annexations.
3. State Law Compliance - Definitions and examples by which to determine compliance with the state law for contiguity, compactness, enclaves, and procedures for annexation agreements/indentures.
4. Ability to Serve - Pre-determined or administrative means to establish a municipality's ability to serve the area.
5. Service Contracts - Enabling provisions for the County and each municipality to enter into mutually acceptable agreements to provide selected services where it is beneficial to the citizenry and cost-effective to do so in lieu of annexation.
6. Predictability - The delineation of areas which may be annexed by each jurisdiction.
- ~~7. Consistency - A requirement for consistency with the Countywide Future Land Use Plan at the time of annexation.~~
- ~~8.~~ 7. Coordination with State Plan Amendment Review Process - To establish eligibility for waiver of the requirement for plan amendment pursuant to Section 163.3171(3), F.S., at the time of annexation.

- c) It is proposed that Policy IC3.6, in Chapter 11, Intergovernmental Coordination Element, be amended to read as follows:

The City shall participate in the countywide planning process through representation on and coordination with the Pinellas Planning Council as prescribed by Chapter ~~73-594~~2012-245, Laws of Florida, as amended.

Explanation: Chapter 73-594 and Chapter 88-464, Laws of Florida, which related to the creation and authority of the Pinellas Planning Council (PPC) were repealed and replaced in 2012 with Chapter 2012-245 which revised the special act reconstituting the PPC and enabled its unification with the Pinellas County Metropolitan Planning Authority (MPO). The revised special act does not give review authority to the PPC of annexations, therefore the policy in a) is proposed to be deleted and the policy in b) is proposed to be amended. The policy in c) simply needs to be updated with correct Florida Law Chapter citation.

6. Chapter 14, Plan Monitoring and Evaluation Element

It is proposed that Subsection 14.1.1, in Chapter 14, Plan Monitoring and Evaluation Element, be amended to read as follows:

~~An evaluation and appraisal report (EAR) shall be completed by the St. Petersburg Development Services Department and adopted by the City Council, in compliance with Chapter 163.3191, F.S., as amended. In any year during which an EAR is completed, the EAR shall be substituted for the annual monitoring report.~~

In compliance with Chapter 163.3191, F.S., as amended, at least once every 7 years, the City shall evaluate the Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the Comprehensive Plan, and notify the state land planning agency as to the City's determination. If such plan amendments are necessary, the City shall follow the process required by Chapter 163.3191, F.S., as amended.

Explanation: House Bill 7207, known as the Community Planning Act (Chapter 2011-139, Laws of Florida) was signed into law on June 2, 2011. This new law made sweeping changes to Florida's growth management policies, including changes to the provisions for evaluation and appraisal of comprehensive plans. The law deleted the requirement for local governments to prepare an evaluation and appraisal report, but maintained the requirement for local governments to evaluate its comprehensive plan at least once every seven (7) years. The new evaluation process requires local governments to determine if plan amendments are needed to reflect changes in state requirements since the last update of the jurisdiction's comprehensive plan and to notify the state land planning agency as to its determination. The proposed amendment updates the language to reflect the new evaluation process set forth in Chapter 163.3191, F.S.

Consistency with the Comprehensive Plan

The proposed changes presented in this staff report are consistent with the following objectives and policies:

- LU3.24 The City shall encourage non-polluting industrial and research facility uses, through the use of incentives that may include land assembly assistance, areawide DRI approval and provision of infrastructure and amenities.
- LU4 The following future land use needs are identified by this Future Land Use Element:
3. Industrial - the City shall provide opportunities for additional industrial and employment related development where appropriate.
- 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.
- T9 The City shall preserve neighborhood integrity by using appropriate traffic calming devices to minimize traffic intrusion and protect neighborhoods from the adverse impacts of through traffic.
- T9.2 The City shall conduct neighborhood traffic studies to analyze traffic volumes, accident rates, operational speed, and traffic characteristics in a continuing effort to protect the quality of life of St. Petersburg's residential neighborhoods.
- T9.4 The City shall develop and adopt a Neighborhood Transportation Management Program to establish specific policies and procedures related to the implementation of traffic management strategies in the City of St. Petersburg. City Council approved neighborhood/transportation plans shall be considered in the development and implementation the City's Neighborhood Transportation Management Program.
- T9.6 The City shall support a proposal that reduces the traffic carrying capacity of the road network, such as the conversion of one-way streets to two-way streets or a reduction in the number of through lanes or lane widths or an increase in the number of on-street parking spaces, if the proposal's benefits, such as neighborhood preservation, community and economic development, and promotion of alternative modes of transportation, outweigh the loss of roadway capacity.

H5.1 Community-based residential care facilities licensed by the State of Florida Health Care Administration shall be permitted at convenient, adequate and non-isolated sites within the residential or institutional areas of the City, where there is adequate infrastructure; provided they meet all the requirements of the Land Development Regulations, and are not within the Coastal High Hazard Area or susceptible to documented or anticipated flooding.

Recommended Action:

City Administration requests that the Community Planning & Preservation Commission APPROVE the Comprehensive Plan amendments presented in this staff report, and recommend that the City Council approve and adopt the amendments.

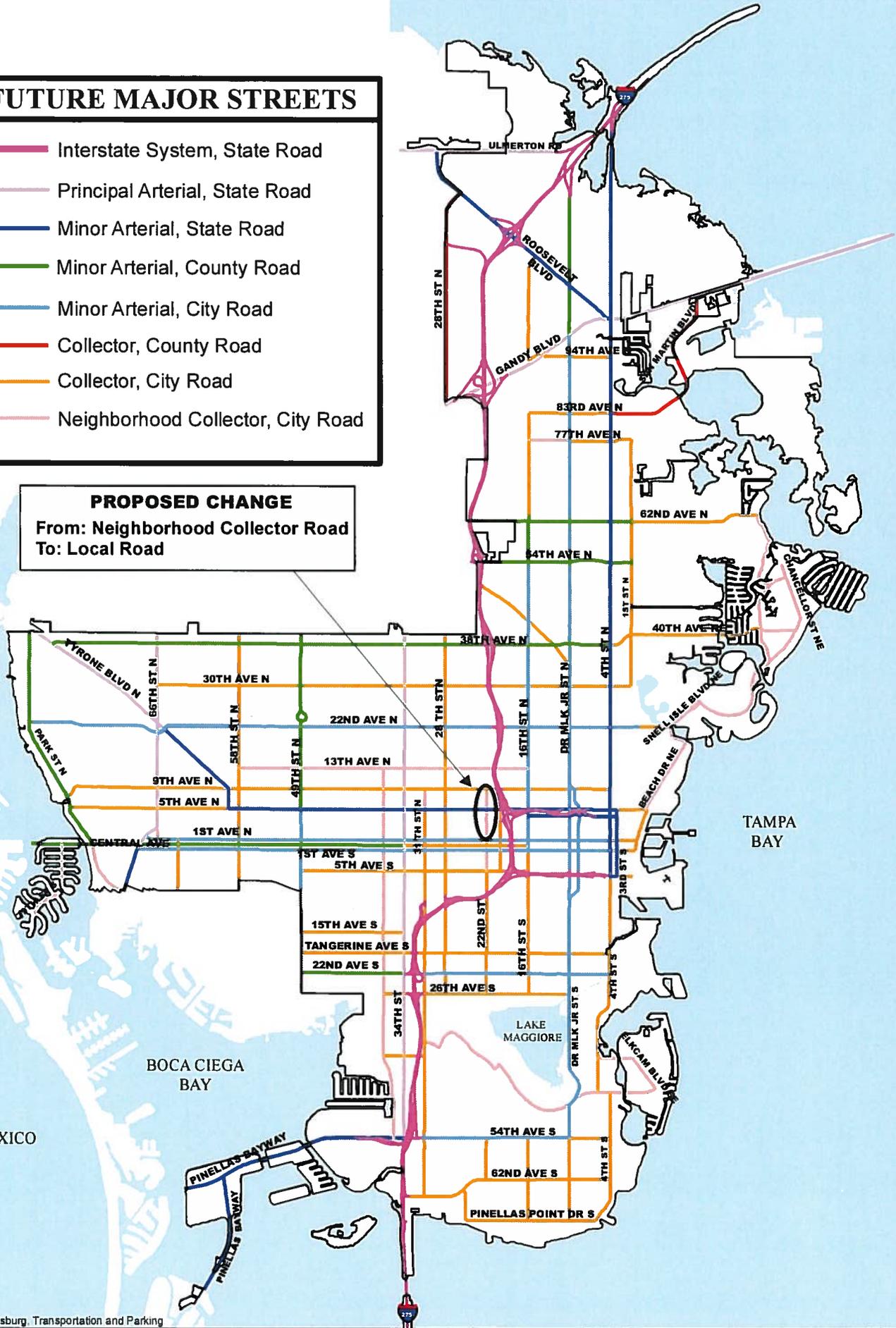
Attachments:

- ✓ Map 20. Future Major Streets
- ✓ Map 21. Future Lane Arrangement
- ✓ Historic Kenwood Neighborhood Association Letter
- ✓ Historic Kenwood Neighborhood Association Traffic Plan

FUTURE MAJOR STREETS

- Interstate System, State Road
- Principal Arterial, State Road
- Minor Arterial, State Road
- Minor Arterial, County Road
- Minor Arterial, City Road
- Collector, County Road
- Collector, City Road
- Neighborhood Collector, City Road

PROPOSED CHANGE
 From: Neighborhood Collector Road
 To: Local Road



Date: February 2016
 Source: City of St. Petersburg, Transportation and Parking

FUTURE LANE ARRANGEMENT

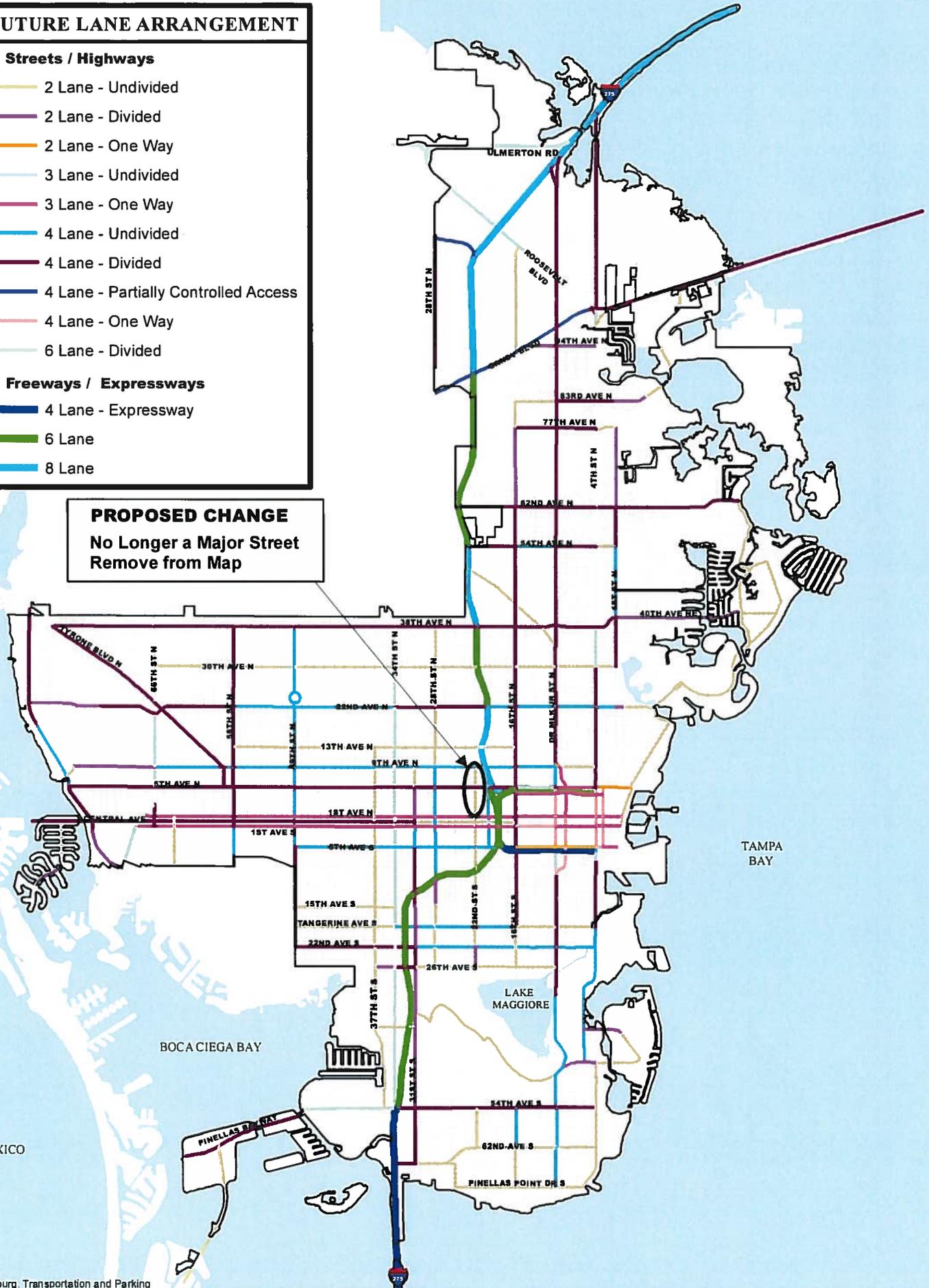
Streets / Highways

- 2 Lane - Undivided
- 2 Lane - Divided
- 2 Lane - One Way
- 3 Lane - Undivided
- 3 Lane - One Way
- 4 Lane - Undivided
- 4 Lane - Divided
- 4 Lane - Partially Controlled Access
- 4 Lane - One Way
- 6 Lane - Divided

Freeways / Expressways

- 4 Lane - Expressway
- 6 Lane
- 8 Lane

PROPOSED CHANGE
No Longer a Major Street
Remove from Map





December 7, 2015

Michael J. Frederick
Manager - Neighborhood Transportation
Department of Transportation
One - 4th Street N
St. Petersburg, FL. 33701

The Historic Kenwood Neighborhood Association (HKNA) is requesting a Comprehensive Plan amendment to change the designation of 22nd Street North, from a "Neighborhood Collector" to "Local" designation. The reason for this request is due to the ongoing issue with speeding along this street, and the increased safety concerns that have been raised by a majority of the residents who live along this street.

Once the designation has been changed, HKNA and the City can come together to rework the neighborhood stop sign grid to add stops at approximately every two blocks along 22nd Street N. This grid of alternating stop signs, as is currently provided throughout the neighborhood as part of the approved Neighborhood Traffic Plan, has worked well in decreasing the speed with which cars travel our streets.

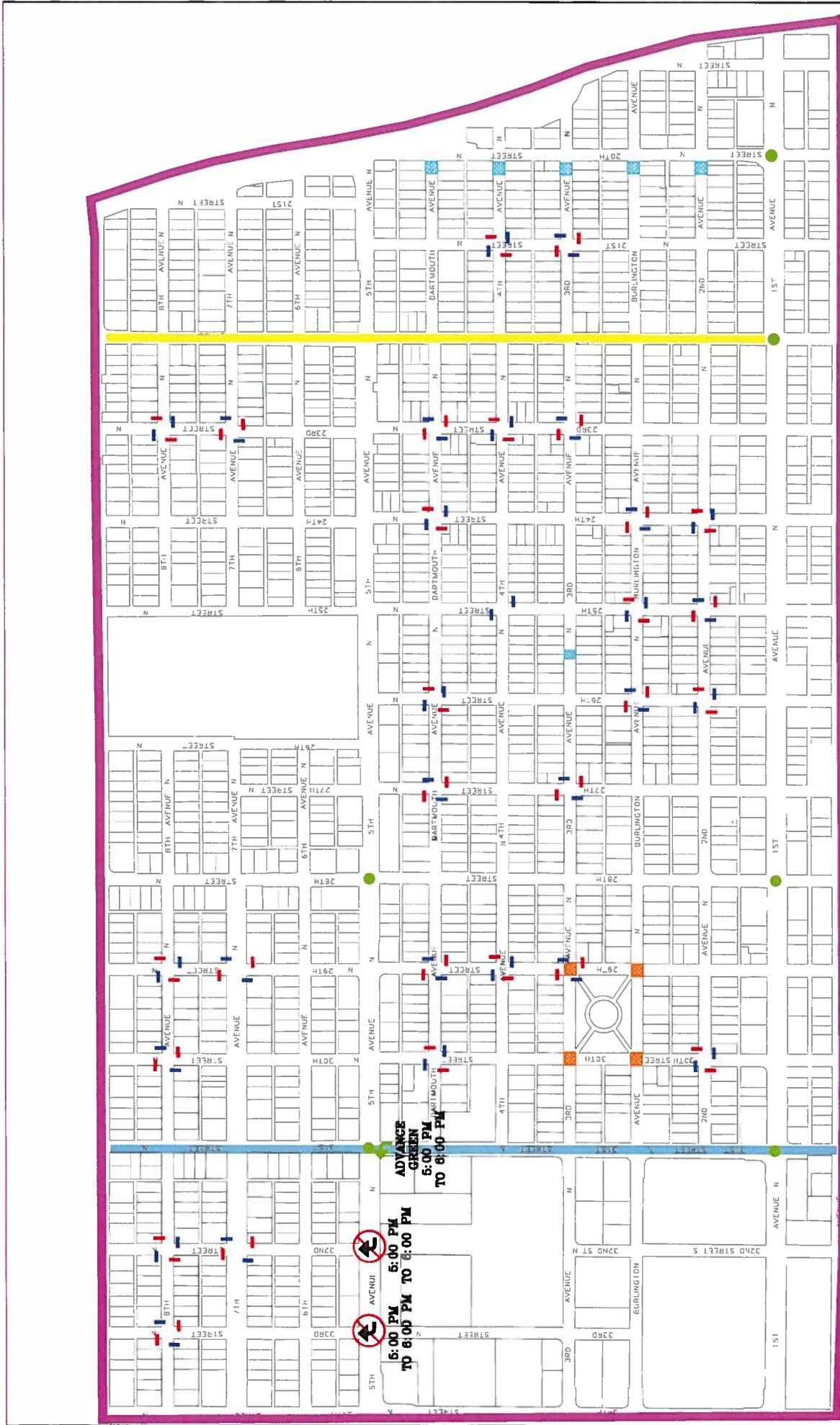
Please let me know what are our next steps and if you need any additional information from us.

Thanks for your assistance and quick response to this matter.

Sincerely,

Carolyn Gambuti, 2015 HKNA President

cc: Brenda Gordon, 2016 HKNA President
Amy Foster, St Petersburg City Council Member



- CURRENT
- PROPOSED
- SIGNAL
- RAISED INTERSECTION BRICKWORK
- ENTRANCEWAY NARROWING WITH BRICK
- MID-BLOCK ISLANDS
- SPEED HUMP
- BICYCLE LANE

CITY OF ST PETERSBURG
 TRANSPORTATION
 PLANNING
 DEPARTMENT



TITLE:
 HISTORIC KENWOOD NBRHD ASSOC
 TRAFFIC PLAN

DRAWN BY: NANCE	DATE: 22 JUN 00
REV NO: 02	REV DATE: 09 JUN 03
APPROVED BY:	DRAWING NO. TPS-105TP

ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: City File: ZM-5: A private application requesting to Terminate a Development Agreement associated with an estimated 4.69 acres of land generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. Martin Luther King Jr. Street South and 10th Street South, and to amend the Official Zoning Map designation for approximately three (3) acres of the 4.69 acre area. (City File: ZM-5)

A detailed analysis of the request is provided in Staff Report ZM-5, attached.

REQUEST: (A) ORDINANCE ____-H terminating a Development Agreement.
(B) ORDINANCE ____-Z amending the Official Zoning Map designation from CCT-1 (Corridor Commercial Traditional-1) to CRT-1 (Corridor Residential Traditional-1), or other less intensive use.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: The subject property is located within the Campbell Park Neighborhood Association and within the boundaries of the Downtown Residents Civic Association, and is adjacent to the Historic Roser Park Neighborhood Association. A letter of support has been received from the Downtown Neighborhood Assoc., and a second letter of support from the owner of the property located at 524 Dr. Martin Luther King Jr. Street South.

Community Planning & Preservation Commission (CPPC): On May 10, 2016 the CPPC held a public hearing on this matter and voted unanimously (7 to 0) to recommend approval.

City Council Action: On June 2, 2016 the City Council conducted the first reading of the proposed ordinances and set the second reading and adoption public hearing for June 16, 2016.

Recommended City Council Action: 1) CONDUCT the second reading of the proposed ordinances; AND 2) ADOPT the ordinances.

Attachments: Ordinances (2), Draft CPPC Minutes and Staff Report

ORDINANCE NO. ____-H

AN ORDINANCE TERMINATING THE DEVELOPMENT AGREEMENT ADOPTED BY THE CITY OF ST. PETERSBURG CITY COUNCIL AS ORDINANCE 870-G ON JANUARY 24, 2008, ASSOCIATED WITH APPROXIMATELY 4.69 ACRES OF LAND GENERALLY LOCATED SOUTH OF 5TH AVENUE SOUTH AND NORTH OF 6TH AVENUE SOUTH, BETWEEN DR. MARTIN LUTHER KING JR. STREET SOUTH AND 10TH STREET SOUTH; RECOGNIZING THAT THE TERMINATION OF DEVELOPMENT AGREEMENT IS ENTERED INTO BY AND BETWEEN 5TH AVENUE RESIDENCES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 501 MLK LAND TRUST, BAYBORO HOTELIERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE CITY OF ST. PETERSBURG, FLORIDA; SUPERSEDING ORDINANCE 870-G; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE TERMINATION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. A Termination of the Development Agreement associated with approximately 4.69 acres of land generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. Martin Luther King Jr. Street South and 10th Street South is hereby approved and adopted. The termination is by and between between 5th Avenue Residences, LLC, a Florida limited liability company, 501 MLK Land Trust, Bayboro Hoteliers, LLC, a Florida limited liability company, and the City. A copy of the Termination of Development Agreement is attached hereto and incorporated herein.

SECTION 2. Ordinance 870-G adopted by the City Council on January 24, 2008 is hereby superseded by this Ordinance.

SECTION 3. The Mayor, or his designee, is authorized to execute the Termination of the Development Agreement, on behalf of the City.

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

APPROVED AS TO FORM AND SUBSTANCE:

	5-20-16
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	DATE
	5/20/16
ASSISTANT CITY ATTORNEY	DATE

TERMINATION OF DEVELOPMENT AGREEMENT

This Termination of Development Agreement is entered into this ___ day of _____, 2016 by and between 5TH AVENUE RESIDENCES, LLC, a Florida limited liability company ("5th AVE") as successor in interest to TOWN AND COUNTRY, INC., a Florida Corporation ("T&C"), AND CHARLES R. DARST, an individual ("DARST"); 501 MLK LAND TRUST ("501 MLK"), as successor in interest to REINSTEIN PROPERTIES, LLP, a Florida limited liability partnership ("REINSTEIN"); BAYBORO HOTELIERS, LLC, a Florida limited liability company ("BAYBORO") as successor in interest to COAST CAPITAL, INC., a Florida corporation ("COAST"); and the CITY OF ST. PETERSBURG, FLORIDA ("CITY") (hereinafter collectively referred to as the "PARTIES") relating to the development of property generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. M.L. King Jr. Street South and 10th Street South ("PROPERTY").

RECITALS

WHEREAS, T&C, a Florida Corporation, DARST, an individual, REINSTEIN, a Florida limited liability partnership, COAST, a Florida corporation and the CITY entered into that certain Development Agreement governing uses and development on the PROPERTY dated May 14, 2008 (the "Development Agreement"); and

WHEREAS, the City adopted Ordinance No. 870-G, as recorded in Official Records Book 16258, Pages 169 through 181, Public Records of Pinellas County, Florida, which approved and adopted the Development Agreement on January 24, 2008; and

WHEREAS, the PROPERTY that is subject to the Development Agreement was platted as COAST CAPITAL REPLAT, as recorded in Plat Book 135, Pages 51 through 53, Public Records of Pinellas County, Florida; and

WHEREAS, the current owners of the PROPERTY that is subject to the Development Agreement and are successors in interest of the Subject Area, as defined in the Development Agreement, are identified on Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, the PARTIES desire to terminate the Development Agreement and acknowledge that the Development Agreement served its stated purpose of construction of a single hotel facility, which has occurred and is a current use on a portion of the PROPERTY.

NOW, THEREFORE, the PARTIES hereto declare that the Development Agreement, recorded on May 19, 2008, in O.R. Book 16258, Pages 169 through 181, Public Records of Pinellas County, Florida, is hereby terminated and cancelled of record and that said termination shall be valid upon passage of an Ordinance by the St. Petersburg City Council that supersedes the CITY's Ordinance 870-G.

EXECUTED this ___ day of _____, 2016.

(Balance of page intentionally left blank, signature pages follow)

Signed, sealed and delivered in the presence of:

5TH AVENUE RESIDENCES, LLC, a Florida limited liability company

Signature of Witness

Legibly Print Name of Witness

Signature of Witness

Legibly Print Name of Witness

By: _____
Name: Anthony Menna
Title: Manager

Signed, sealed and delivered in the presence of:

BAYBORO HOTELIERS, LLC, a Florida limited liability company

Signature of Witness

Legibly Print Name of Witness

Signature of Witness

Legibly Print Name of Witness

By: _____
Name: Anthony Menna
Title: Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **ANTHONY MENNA**, as Manager of **5TH AVENUE RESIDENCES, LLC**, a Florida limited liability company, on behalf of the company. He is [] personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____

[Seal]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **ANTHONY MENNA**, as Manager of **BAYBORO HOTELIERS, LLC**, a Florida limited liability company, on behalf of the company. He is [] personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____

[Seal]

Signed, sealed and delivered in the presence of:

THE 501 MLK LAND TRUST

Signature of Witness

Legibly Print Name of Witness

Signature of Witness

Legibly Print Name of Witness

By: _____
Thiru S. Arasu, as Trustee under that certain land trust dated September 30, 2009

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Thiru S. Arasu, as Trustee under that certain land trust dated September 30, 2009, and titled THE 501 MLK LAND TRUST, on behalf of the trust. He is [] personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

[Seal]

Signed, sealed and delivered in the presence of:

CITY OF ST. PETERSBURG, FLORIDA

Signature of Witness

Legibly Print Name of Witness

Signature of Witness

Legibly Print Name of Witness

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the CITY OF ST. PETERSBURG, FLORIDA, on behalf of the City. He/She is [] personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

[Seal]

EXHIBIT "A"

5TH AVENUE RESIDENCES, LLC

Legal:

Lot 1, Block 1, COAST CAPITAL REPLAT, as recorded in Plat Book 135, pages 51 through 53, Public Records of Pinellas County, Florida.

THE 501 MLK LAND TRUST

Legal:

Lot 2, Block 1, COAST CAPITAL REPLAT, as recorded in Plat Book 135, pages 51 through 53, Public Records of Pinellas County, Florida.

BAYBORO HOTELIERS, LLC

Legal:

Lot 3, Block 1, COAST CAPITAL REPLAT, as recorded in Plat Book 135, pages 51 through 53, Public Records of Pinellas County, Florida.

ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTY GENERALLY LOCATED SOUTH OF 5TH AVENUE SOUTH AND NORTH OF 6TH AVENUE SOUTH, BETWEEN DR. MARTIN LUTHER KING JR. STREET SOUTH AND 10TH STREET SOUTH, FROM CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL-1) TO CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

COAST CAPITAL REPLAT, BLOCK 1, LOTS 1 AND 2, AS RECORDED IN PLAT BOOK 135, PAGES 51 THROUGH 53, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

District

From: CCT-1 (Neighborhood Suburban Multifamily-1)

To: CRT-1 (Corridor Residential Traditional-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the execution and the recording of the Termination of the Development Agreement associated with the subject property (Ordinance ___-H).

APPROVED AS TO FORM AND SUBSTANCE:

ZM-5
(Zoning)

 PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	5-20-16	DATE
 ASSISTANT CITY ATTORNEY	5/19/16	DATE



CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
May 10, 2016

QUASI-JUDICIAL PUBLIC HEARING

A. City File ZM-5

Contact Person: Rick MacAulay, 551-3386

Location: The subject property, estimated to be 4.69 acres in size, is generally located south of 5th Avenue South and north of 6th Avenue South between Dr. Martin Luther King Jr. Street South and 10th Street South.

Request: To terminate a development agreement associated with the property and to amend the Official Zoning Map designation for the entire block, *except* for the hotel site, from CCT-1 (Corridor Commercial Traditional-1) back to CRT-1 (Corridor Residential Traditional-1).

Staff Presentation

Rick MacAulay gave a PowerPoint presentation based on the staff report.

Commissioner Michaels asked about any possible impacts on Campbell Park School. Mr. MacAulay stated that there have been no specific discussions concerning the school but does not anticipate any negative impacts.

Applicant Presentation

Luis Serna, AICP with Calvin Giordano & Assoc., Inc. and representing the owners, Bayboro Hoteliers, LLC; 5th Avenue Residences, LLC; and 501 MLK Land Trust, spoke in support of the request.

Public Hearing

No speakers present.

Executive Session

Commissioner Reese asked if a meeting was held with the Campbell Park Neighborhood Association. Mr. Serna stated that they were on the notification list but he did not have a contact name or number for that Association to schedule a meeting. Mr. MacAulay went on to say that Campbell Park NA did receive notice but unfortunately they are not as active as they once were.

Commissioner Reese asked if other efforts can be made to obtain feedback from the Campbell Park NA. Mr. MacAulay stated that they will triple their efforts to make contact before the City Council public hearing. Mr. Serna stated that they will be happy to meet with anyone from the neighborhood.

Commissioner Michaels asked if the Council of Neighborhood Associations (CONA) was notified, to which Mr. MacAulay replied, absolutely.

MOTION: *Commissioner Michaels moved and Commissioner Rogo seconded a motion approving the request in accordance with the staff report.*

VOTE: *YES – Bell, Burke, Michaels, Reese, Rogo, Wolf, Carter*
NO – None

Motion passed by a vote of 7 to 0.

DRAFT



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 May 10, 2016
at **3:00 p.m.**, in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: ZM-5
Agenda Item IV.A.

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.

PROPERTY OWNERS: Bayboro Hoteliers, LLC
P.O. Box 4189
Clearwater, FL 33758

5th Avenue Residences, LLC
P.O. Box 4189
Clearwater, FL 33758

501 MLK Land Trust
14708 Croydon Place
Tampa, FL 33618

AUTHORIZED
AGENTS:

Luis N. Serna, AICP
Calvin Giordano & Assoc., Inc.
13535 Feather Sound Drive, Suite 135
Clearwater, Florida 33762

Ed Armstrong, Esq.
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, Florida 33755

The authorized agents, acting on behalf of the property owners, also represent The Richman Group of Florida, the anticipated residential developer.

SUBJECT PROPERTY: The estimated 4.69 acre subject property is generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. Martin Luther King Jr. Street South and 10th Street South.

REQUEST: 1) The first request is to terminate the development agreement associated with the above-described 4.69 acre property, adopted by the City Council on January 24, 2008 (Ordinance 870-G). *The legal description for the property governed by the development agreement is attached, and a relevant map is provided in the attached map series.*

2) The second request is to amend the Official Zoning Map designation for the entire block, *except* for the hotel site, from CCT-1 (Corridor Commercial Traditional-1) back to CRT-1 (Corridor Residential Traditional-1), which was the zoning prior to the development agreement. *The legal description for the property to be rezoned is attached, and the relevant maps are provided in the attached map series.*

PURPOSE: The 2008 Development Agreement, and associated rezoning, were needed to allow the construction of a single hotel, and to limit all other nonresidential development within the subject area to professional office-type uses. The latter stipulation was to ensure that no other retail-type uses that would otherwise be permitted under the requested CCT-1 zoning would be developed, e.g., convenience stores, fast food establishments, gas stations, auto sales operations. All parties agree that because the hotel has been constructed the development agreement is no longer needed. The purpose of the rezoning is to allow for the construction of 132 apartments on the vacant southern portion of the property, estimated to be 2.41 acres in size.

EXISTING USES: The subject property is developed with a 119 room Staybridge Suites Hotel and an estimated 7,600 sq. ft. medical office building. The balance of the property (2.41 acres) is vacant.

SURROUNDING USES:

- North: I-175
- South: Vacant land and Booker Creek
- East: Apartment building, vacant and boarded building, and vacant lots
- West: City-owned Campbell Park, and the Campbell Park Elementary School

NEIGHBORHOOD ASSOCIATION: The subject property is located within the Campbell Park Neighborhood Association, and adjacent to the Historic Roser Park Neighborhood Association. The property is also located within the boundaries of the Downtown Residents Civic Association.

ZONING HISTORY: The subject property was designated with CRT-1 (Corridor Residential Traditional-1) zoning in September 2007, following implementation of the City's Vision 2020 Plan, the City-wide rezoning and update of the City Code, Chapter 16, Land Development Regulations (LDRs).

In January 2008 the City Council adopted an amendment to the Official Zoning Map designation for the entire block, from CRT-1 (Corridor Residential Traditional-1) to CCT-1 (Corridor Commercial Traditional-1), subject to a development agreement (City File: ZO-96). The requested CCT-1 zoning allowed for the hotel to be constructed on its present site, while the development agreement stipulated that only one hotel could be constructed and that all other uses were limited to those uses permitted in the previous CRT-1 zoning district. This stipulation was to ensure that no other retail-type uses that would otherwise be permitted under CCT-1 zoning could be developed, e.g., convenience stores, fast food establishments, gas stations, auto sales operations.

PREVIOUS SITE PLAN APPROVAL: On January 25, 2008 the City's Development Review Services Division administratively approved a master site plan for a 77,000 sq. ft. hotel and a 160 bed assisted living facility on approximately four acres of the 4.69 acre subject property, with the medical office site not included (City File 07-31000052). A variance to building height for the hotel was also approved. Administrative approval was (and is) permitted by City Code when there are no appeals or letters of objection from surrounding property owners or neighborhood associations after the public hearing notices are mailed. Construction of the 119 room Staybridge Suites Hotel was completed in 2014, however, the assisted living facility was never built.

APPLICABLE REGULATIONS: The subject property is located within the Intown Activity Center. The area to be rezoned from CCT-1 (Corridor Commercial Traditional-1) back to CRT-1 (Corridor Residential Traditional-1) is estimated to be 3.05 acres in size, which includes the 0.64 acre (mol) medical office site and approximately 2.41 acres of vacant land.

- The requested CRT-1 zoning provides a greater residential density for multifamily residential development than the present CCT-1 zoning regulations (60 units/acre vs. 36 units/acre, respectively). These densities reflect the property's location within an activity center.
- The requested CRT-1 zoning also provides a greater floor area ratio (a measure of development intensity) than the present CCT-1 zoning regulations (2.5 FAR vs. 1.5 FAR, respectively). These FARs also reflect the property's location within an activity center.

Under the present CCT-1 zoning, approximately 87 apartments could be constructed, while under the requested CRT-1 zoning, approximately 145 apartments could be constructed. The developer's desire is to construct 132 multifamily residential units (apartments) on the vacant 2.41 acres.

It should be noted that a separate and concurrent application has been filed by the developer (The Richman Group of Florida) to amend the CCT-1 zoning district regulations, specifically to increase the hotel density in an activity center from 45 rooms per acre to 80 rooms per acre. This will ensure that the Staybridge Suites Hotel will remain a conforming use with regard to hotel room density. The LDR text amendment has been styled City File: LDR-2016-03.

ANALYSIS: The estimated 4.69 acre subject property is generally located south of 5th Avenue South and north of 6th Avenue South, between Dr. Martin Luther King Jr. Street South and 10th Street South. The Staybridge Suites Hotel property occupies approximately 1.58 acres of the subject site; the medical office building approximately 0.64 acres; and approximately 2.41 acres is vacant. This is a private application requesting to terminate the 2008 development agreement associated with the property, and to rezone the entire block, *except* for the hotel site, from CCT-1 (Corridor Commercial Traditional-1) back to CRT-1 (Corridor Residential Traditional-1).

Termination of Development Agreement

The 2008 Development Agreement (Ordinance 870-G) provided assurance to the City and surrounding property owners that the subject property would only be developed with a single hotel, and that all other nonresidential redevelopment would be limited to professional office-type uses. This was an important condition to ensure that no retail-type uses that would otherwise be permitted under the requested CCT-1 zoning would be developed, e.g., convenience stores, fast food establishments, gas stations, auto sales operations.

All parties agree that the development agreement is no longer needed because the hotel (Staybridge Suites) has been constructed. The attached (draft) legal instrument terminates the 2008 Development Agreement.

Rezoning

The rezoning from CCT-1 back to CRT-1 accomplishes three things: it ensures that the medical office will remain a conforming use; it will allow for the construction of 132 apartments on the vacant property, at a density that is commensurate with location in an activity center; and it ensures that retail-type uses such as convenience stores, fast food establishments, gas stations, and auto sales operations will not be developed because such uses are not permitted in the CRT-1 zoning district.

Consistency with the Comprehensive Plan

The proposed rezoning is consistent with the Comprehensive Plan:

- The rezoning back to CRT-1 will accommodate higher density development consistent with Objective LU2, which supports a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

- The rezoning is consistent with Policy LU2.3 which encourages concentrating growth and attracting large-scale, quality development within the City's activity centers.

South St. Petersburg Community Redevelopment Plan

The property to be rezoned is located within the boundaries of the South St. Petersburg Community Redevelopment Area. The redevelopment plan was adopted by the City Council in May 2015. While the anticipated multifamily residential (apartment) development is not being proposed as an affordable housing or workforce housing project, it is still consistent with and furthers the redevelopment plan's goal of attracting new multifamily residential investment and increasing the supply of multifamily units within the redevelopment area, which is consistent with Policy LU13.1.

St. Petersburg Innovation District

The property to be rezoned is located within the boundaries of the St. Petersburg Innovation District, a triangular-shaped geographic area that abuts the downtown's southern boundary. The district is described as a cluster of institutions devoted to the provision of healthcare and medical research, marine & life sciences, higher education, business incubation, media communication and related private sector business and industry. A Visioning Summary Report for the district was completed in September 2015. Again, while the anticipated multifamily residential (apartment) development is not being proposed as a workforce housing project, it will still increase the supply of multifamily residential units for the employers and employees within the Innovation District, consistent with Objective LU4, which states that the City shall provide opportunities for additional residential development where appropriate.

Public Services and Facilities

The proposed rezoning will not have a negative effect upon the City's public services and facilities. There is more than adequate capacity to serve the subject property, including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

SPECIAL NOTE

ON CONCURRENCY: Public facility impacts are generally addressed further in this report. Approval of this rezoning does not guarantee that the subject property will meet the requirements of concurrency at the time development permits are requested. **Completion of this rezoning does not guarantee the right to develop on any of the subject property.** Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

RECOMMENDATION:

City staff recommends APPROVAL of the Termination of Development Agreement, and APPROVAL of the requested rezoning from CCT-1 (Corridor Commercial Traditional-1) back to CRT-1 (Corridor Residential Traditional-1), based on consistency with the Comprehensive Plan.

**RESPONSES TO RELEVANT
CONSIDERATIONS ON AMENDMENTS
TO THE LAND USE PLAN:**

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following policies and objective from the Comprehensive Plan are applicable:

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

LU2.1 To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

2. Intown

LU2.3 To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall do the following:

2. Continue to develop, evaluate and implement appropriate activity center development incentives.

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.

LU3.15 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.

LU4 The following future land use needs are identified by this Future Land Use Element:

(1) Residential – the City shall provide opportunities for additional residential development where appropriate.

LU13.1 Development proposals in community redevelopment areas shall be reviewed for compliance with the goals, objectives and policies of the Comprehensive Plan and the goals, objectives and policies of the applicable adopted redevelopment plan including:

4. South St. Petersburg Redevelopment Plan

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The requested CRT-1 zoning provides a greater residential density for multifamily residential development than the present CCT-1 zoning regulations (60 units/acre vs. 36 units/acre, respectively). These densities reflect the property's location within an activity center. This proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, recreation, and stormwater management and impact on LOS standards for traffic and mass transit.

As previously stated, the proposed rezoning will not have a negative effect upon the City's public services and facilities. There is more than adequate capacity to serve the subject property, including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Prior to development of the subject property, site plan approval will be required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD stormwater management criteria.

e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

The land area is both appropriate and sufficient for the anticipated multifamily residential development.

- f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.**

There are approximately 28 acres of vacant CRT-1 zoned land in the City.

- g. Whether the proposed change is consistent with the established land use pattern.**

The proposed change is consistent with the established land use pattern. The Future Land Use Map designation for the subject property will remain Planned Redevelopment-Mixed Use.

- h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.**

The existing zoning district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change.

- i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.**

Not applicable.

- j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.**

According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is located in the X-Zone. The property is not located within the CHHA.

- k. Other pertinent information.** None.

**LEGAL DESCRIPTION OF THE ESTIMATED 4.69 ACRE
PROPERTY GOVERNED BY THE DEVELOPMENT AGREEMENT**

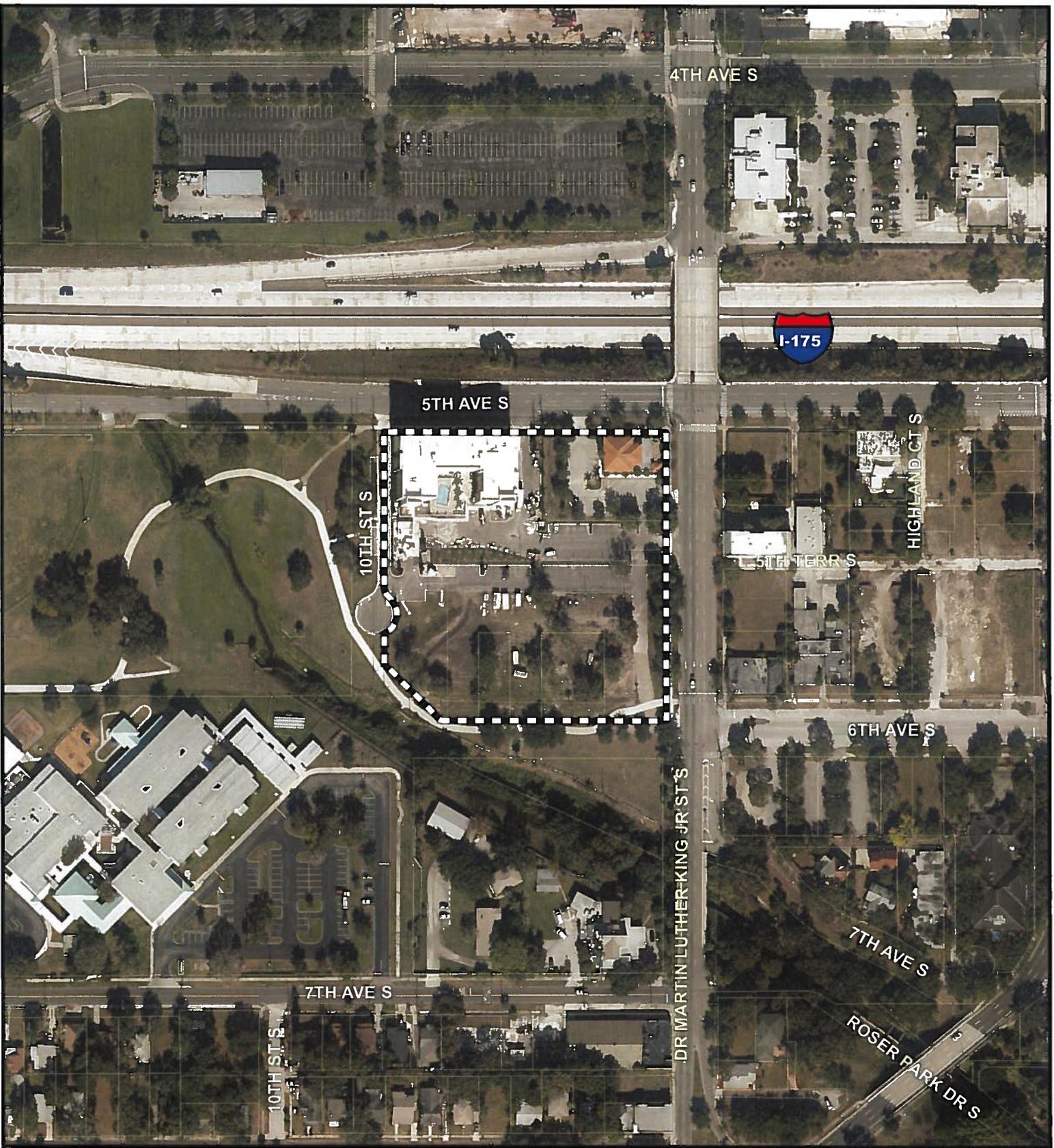
COAST CAPITAL REPLAT, BLOCK 1, LOTS 1, 2 AND 3, AS RECORDED IN PLAT BOOK
135, PAGES 51 THROUGH 53, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**LEGAL DESCRIPTION AND PARCEL IDENTIFICATION
NUMBERS FOR THE ESTIMATED 3.05 ACRES TO BE REZONED**

COAST CAPITAL REPLAT, BLOCK 1, LOTS 1 AND 2, AS RECORDED IN PLAT BOOK
135, PAGES 51 THROUGH 53, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL NUMBERS:

- ✓ 24-31-16-16871-001-0010
- ✓ 24-31-16-16871-001-0011
- ✓ 24-31-16-16871-001-0012
- ✓ 24-31-16-16871-001-0013
- ✓ 24-31-16-16871-001-0014
- ✓ 24-31-16-16871-001-0020



AERIAL

CITY FILE

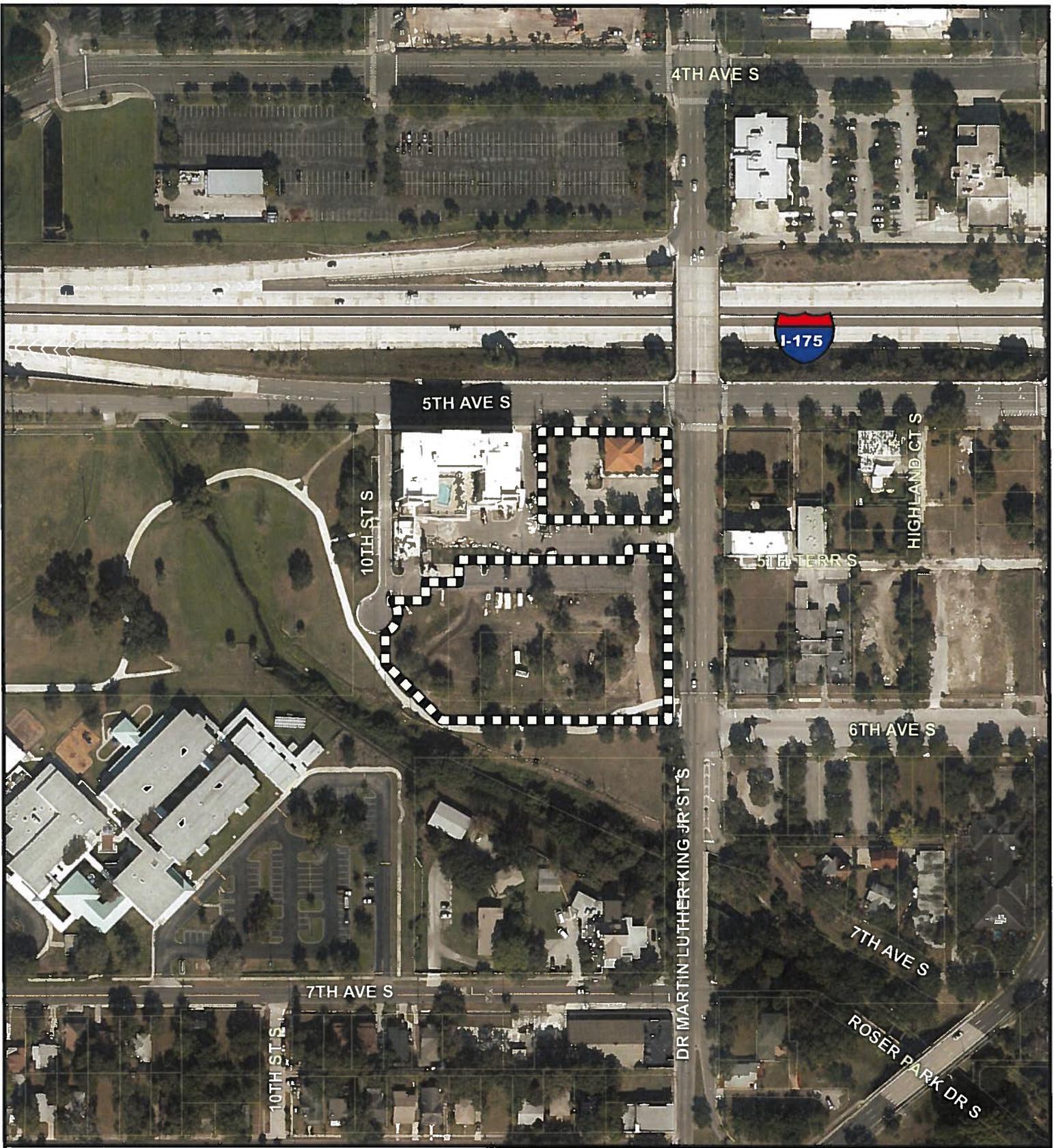
ZM-5

SCALE: 1" = 200'



AREA SUBJECT TO DEVELOPMENT AGREEMENT (ORDINANCE 870-G)





AERIAL

CITY FILE

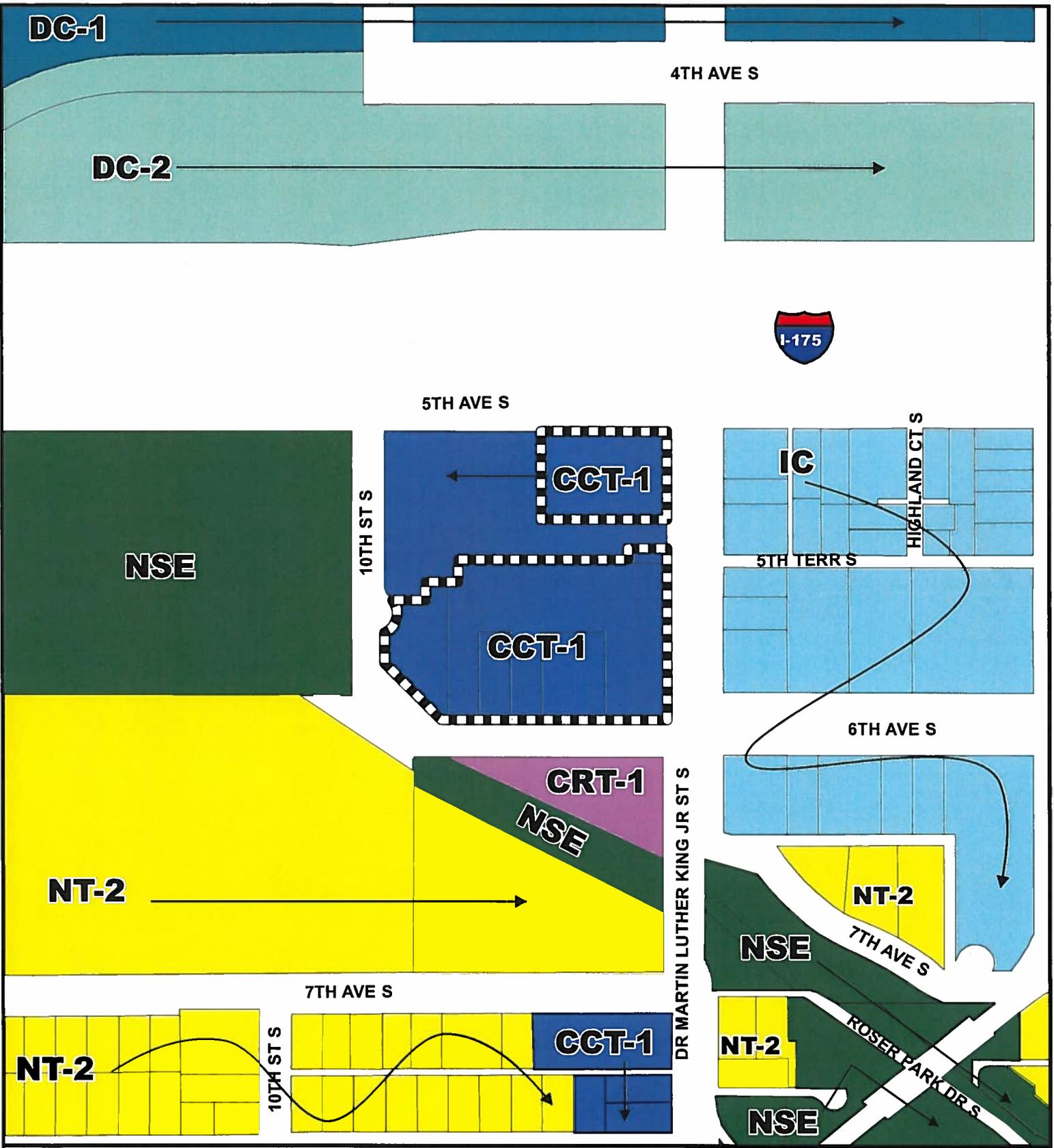
ZM-5

SCALE: 1" = 200'



SUBJECT AREA
TO BE REZONED



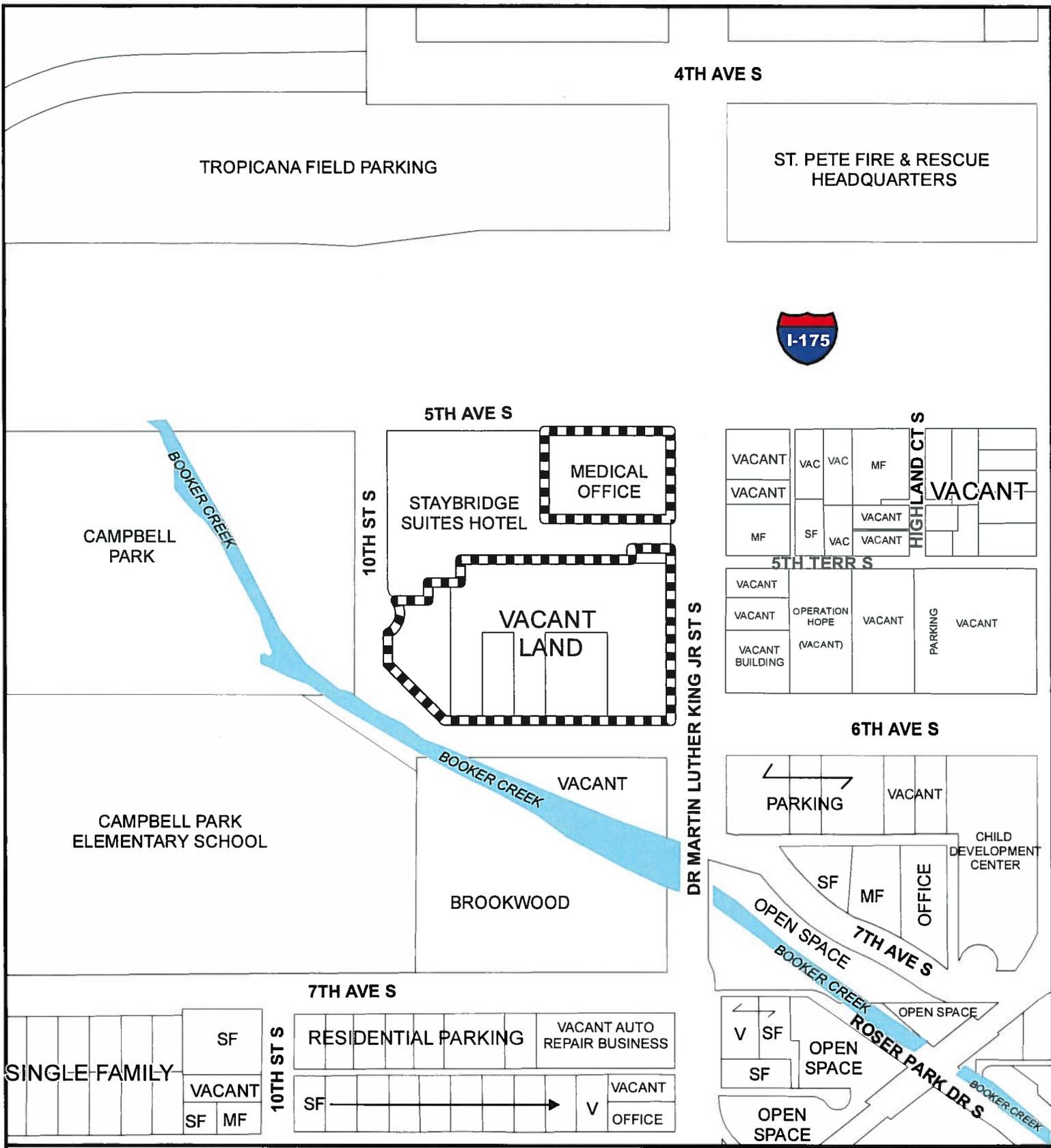


EXISTING ZONING

CITY FILE
ZM-5
SCALE: 1" = 200'

From: CCT-1 (Corridor Commercial Traditional-1)	To: CRT-1 (Corridor Residential Traditional-1)
 SUBJECT AREA TO BE REZONED	





EXISTING SURROUNDING USES

CITY FILE
ZM-5
SCALE: 1" = 200'



SUBJECT AREA TO BE REZONED



ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: **City File: FLUM-39:** A private application requesting amendments to the Future Land Use Map and Official Zoning Map designations for the subject property, an estimated 0.14 acre portion of a 0.41 acre parcel, located on the northwest corner of 17th Avenue South and 34th Street South, at 1617 34th Street South.

A detailed analysis of the request is provided in Staff Report FLUM-39, attached.

REQUEST:

- (A) ORDINANCE ____-L amending the Future Land Use Map designation from Residential Medium to Planned Redevelopment-Mixed Use.
- (B) ORDINANCE ____-Z amending the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multifamily-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.
- (C) RESOLUTION _____ requesting an amendment to the Countywide Future Land Use Plan Map, as described above, to comply with the requirements of the Pinellas Planning Council and Pinellas County Board of County Commissioners.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: The subject property is located within the boundaries of the Childs Park Neighborhood Association. To date the Planning & Economic Development Department has received three phone calls requesting more information.

Community Planning & Preservation Commission (CPPC): On May 10, 2016 the CPPC held a public hearing regarding these amendments, and voted unanimously (7 to 0) to recommend APPROVAL.

City Council Action: On June 2, 2016 the City Council conducted the first reading of the proposed ordinances and set the second reading and adoption public hearing for June 16, 2016.

Recommended City Council Action: 1) CONDUCT the second reading of the proposed ordinances; 2) CONDUCT the public hearing; AND 3) ADOPT the ordinances and associated resolution.

Attachments: Ordinances (2), Resolution, Draft CPPC Minutes and Staff Report.

ORDINANCE NO. ___-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 NORTHWEST CORNER OF 34TH STREET SOUTH AND 17TH AVENUE SOUTH, AT 1617 34TH STREET SOUTH, FROM RESIDENTIAL MEDIUM TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

LOT 113, RIDGEWOOD TERRACE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 81 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Land Use Category

From: Residential Medium

To: Planned Redevelopment Mixed-Use

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DOE) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. 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 as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-39
(Land Use)



PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

5-11-16

DATE



ASSISTANT CITY ATTORNEY

5/12/16

DATE

ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF 34TH STREET SOUTH AND 17TH AVENUE SOUTH, AT 1617 34TH STREET SOUTH, 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.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

LOT 113, RIDGEWOOD TERRACE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 81 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

District

From: NSM-1 (Neighborhood Suburban Multifamily-1)

To: CCS-1 (Corridor Commercial Suburban-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan's Future Land Use Map becomes effective (Ordinance ___-L).

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-39
(Zoning)

	5-11-16
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	DATE
	5/12/16
ASSISTANT CITY ATTORNEY	DATE

RESOLUTION NO. 2016-____

A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council has held the requisite public hearing in consideration of a request to amend the Local Government Comprehensive Plan; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg Comprehensive Plan amendment, and determined it to be consistent with the Countywide Plan.

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

That the City Council of St. Petersburg does hereby transmit the proposed amendment to the Local Government Comprehensive Plan to the Pinellas Planning Council (PPC) for a consistency review with the Countywide Plan.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

City File FLUM-39



PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT 5-11-16
DATE



ASSISTANT CITY ATTORNEY 5/12/16
DATE



CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
May 10, 2016

QUASI-JUDICIAL PUBLIC HEARING

B. City File FLUM-39

Contact Person: Cate Lee, 892-5255

Location: The subject property is comprised of the western 0.14 acres of a 0.41 acre parcel located on the northwest corner of 17th Avenue South and 34th Street South, at 1617 – 34th Street South.

Request: A private application to amend the Future Land Use Map designation from Residential Medium to Planned Redevelopment Mixed-Use, and the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multifamily-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

Staff Presentation

Cate Lee gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Tiffanie Hayes, representing the property owner, Propharma of St. Pete, LLC declined to speak but was present to answer questions.

Public Hearing

No speakers present.

Executive Session

MOTION: *Commissioner Michaels moved and Commissioner Rogo seconded a motion approving the request in accordance with the staff report.*

VOTE: *YES – Bell, Burke, Michaels, Reese, Rogo, Wolf, Carter
NO – None*

Motion passed by a vote of 7 to 0.



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 May 10, 2016
at **3:00 p.m.**, in City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: FLUM-39
Agenda Item IV.B

According to Planning & Economic Development Department records, no Community Planning & Preservation Commission member owns property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

APPLICANT/

PROPERTY OWNER: Propharma of St. Pete, LLC
313 18th Avenue South
St. Petersburg, Florida 33705

AUTHORIZED AGENT: Tiffanie Hayes
8447 Dunham Station Drive
Tampa, Florida 33647

SUBJECT PROPERTY:

The subject property is comprised of the western 0.14 acres of a 0.41 acre parcel located on the northwest corner of 17th Avenue South and 34th Street South, at 1617 34th Street South. The platted lot is 50 ft. x 120 ft. in size, thus the subject property is estimated to be 6,000 sq. ft. or 0.14 acres in size.

PIN/LEGAL:

The subject property is a portion of parcel identification number (PIN) 27-31-16-75402-000-1130. The subject property is legally described as Lot 113, Ridgewood Terrace, a subdivision according to the plat thereof as recorded in Plat Book 5, Page 81 of the Public Records of Pinellas County, Florida.

REQUEST:

As depicted on the attached map series, the request is to amend the Future Land Use Map designation from Residential Medium (RM) to Planned Redevelopment-Mixed Use (PR-MU), and the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multifamily-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

PURPOSE:

The applicant's desire is to reuse the existing building, formerly a produce store, as a pharmacy.

EXISTING USE:

The existing building, constructed in 2006, was used as a produce store from 2006 to 2014. The building has remained vacant since the produce store ceased operation.

SURROUNDING USES:

The surrounding uses are as follows:

- North: VIP Car Audio & Security store and commercial development along 34th Street South
- South: Vacant commercial land and commercial development along 34th Street South
- East: Across 34th Street South, Driftwood Motel, single family homes in the Thirty First Street Neighborhood
- West: Single family homes in the Childs Park Neighborhood

NEIGHBORHOOD ASSOCIATION:

The subject property is located within the boundaries of the Childs Park Neighborhood Association and is west of the Thirty First Street Neighborhood Association. The Childs Park Neighborhood Plan, which was approved by the City Council on September 15, 1994, does not specifically address the subject property but does contain a number of land use goals, including revitalizing commercial activity along 34th Street South (Goal 6, page IV-5), which serves as the eastern boundary of the neighborhood. The Thirty First Street Neighborhood Association does not have a neighborhood plan. As required by the Comprehensive Plan, the applicant notified the Childs Park Neighborhood Association and the Thirty First Street Neighborhood Association.

ZONING HISTORY:

From 1977 to 2007, the subject property was designated CP (Commercial Parkway). Following the implementation of the City's Vision 2020 Plan, the Citywide rezoning and update of the land development regulations (LDRs) in September 2007, the subject property was designated with the current NSM-1 zoning.

APPLICABLE REGULATIONS:

The subject property (Lot 113), which is 50 ft. x 120 ft. or 6,000 sq. ft. in size, exceeds the present NSM-1 zoning regulations in terms of required minimum lot area (4,500 sq. ft.). If the requested amendments are approved, the applicant's proposed pharmacy use, which includes the other two lots on the parcel, will exceed the minimum requirements of the CCS-1 zoning district, which are 100 ft. for lot width and 4,500 sq. ft. for lot area.

Development potential under the existing NSM-1 zoning designation, providing all other district regulations are met, is as follows: two multifamily units, calculated at a density of 15 units per acre; or 3,000 sq. ft. of non-residential space, based on a floor-area-ratio (FAR) of 0.50.

Development potential under the requested CCS-1 zoning designation, providing all other district regulations are met, is as follows: two multifamily units, calculated at a density of 15 units per acre; 3,300 sq. ft. of non-residential space, based on a floor-area-ratio (FAR) of 0.55; or a mix of these uses.

The existing FAR is 0.17 since approximately 1,003 sq. ft. of the 2,210 sq. ft. building is on the subject property. As previously noted, the owner intends to use the existing building.

STAFF ANALYSIS:

The primary issues associated with this private application are consistency and compatibility of the requested designations with the established land use and zoning patterns; commercial corridor redevelopment opportunities; location within the South St. Petersburg Community Redevelopment Plan boundaries; and provision of adequate public services and facilities.

Background

As previously noted, if the requested amendments are approved, the applicant intends to operate a pharmacy out of the existing building, which was constructed in 2006. The building, which stretches across all three lots on the parcel, was used as a produce store from 2006 to 2014. When the building was constructed the zoning was CP (Commercial Parkway), which allowed for the produce store use. In 2007, with the Citywide rezoning and update of the LDRs, the two eastern most lots (114 and 115) received the CCS-1 zoning, while the western most lot (the subject property, Lot 113) received NSM-1 zoning. A produce store is classified as a *retail sales and service* use, which is a *grandfathered* use in the NSM-1 zoning district, while a pharmacy is classified as a *drug store or pharmacy* use, which is a *nonconforming* use in the NSM-1 zoning district, therefore the impetus for the proposed amendments as both the *retail sales and service* use and the *drug store or pharmacy* use are *permitted* uses in the proposed CCS-1 zoning district.

Consistency and Compatibility

The requested PR-MU Plan designation and CCS-1 zoning are consistent with the designations to the north, across 17th Avenue South to the south and across 34th Street South to the east, and are compatible with the RM Plan designation and NSM-1 zoning to the west. The properties to the north and south both have a commercial depth of 150 feet from 34th Street North. If approved, the requested designations will have that same depth from 34th Street North. Thus, the request is consistent with Policy LU3.4 of the Comprehensive Plan, which states that *the Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.*

The requested designations are also consistent with Policy LU3.6 which states that *land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.* While predominantly single family to the west, the established character of the immediate area is dominated by 34th Street South, a major arterial roadway, as well as the nearby commercial uses along the corridor.

Commercial Corridor Redevelopment Opportunities

If approved, the applicants' request will result in reuse of a vacant building within an existing heavily traveled corridor, which is consistent with the following objectives and policies from the Comprehensive Plan: Policy LU3.17, which states that *future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan;* Objective LU4(2), which states that *...the City shall provide opportunities for additional commercial development where appropriate;* and Policy LU11.2, which states that *the need for redevelopment should be assessed based on potential for private investment.*

South St. Petersburg Community Redevelopment Plan

The subject property is located within the boundaries of the South St. Petersburg Community Redevelopment Area and has an associated Redevelopment Plan which was adopted by the City Council in May 2015. The South St. Petersburg Redevelopment Plan *seeks to expand opportunities for entrepreneurs, minority, women and disadvantaged business enterprises, and small businesses; revitalize commercial corridors to grow existing businesses and attract new ones.* Chapter 3 states that *redevelopment and revitalization of South St. Petersburg's commercial corridors is essential for the CRA and will promote the creation and growth of small businesses.* To that end, the Plan calls for increasing *the depth of commercial zoning along all primary commercial corridors in the CRA,* on a case-by-case basis, to improve the viability of South St. Petersburg businesses. Map 3-1 identifies 34th Street as one of the CRA's primary corridors. The proposed pharmacy will be a locally owned small business and will decrease the number of shuttered commercial enterprises on the 34th Street South corridor, which is consistent with Policy LU13.1.

Public Services and Facilities

The Level of Service (LOS) impact section of this report concludes that the requested Plan change and rezoning will not have a significant impact on the City's public services and facilities. There is more than adequate capacity to serve the subject property, including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

SPECIAL NOTE ON CONCURRENCY:

Public facility impacts are generally addressed further in this report. Approval of this land use change and rezoning request does not guarantee that the subject property will meet the requirements of Concurrency at the time development permits are requested. **Completion of this land use map change and rezoning does not guarantee the right to develop on the subject property.** Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

RECOMMENDATION:

City staff recommends **APPROVAL** of the applicant's request to amend the Future Land Use Map designation from Residential Medium to Planned Redevelopment-Mixed Use, and the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multifamily-1) to CCS-1 (Corridor Commercial Suburban-1), on the basis that the request is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

**RESPONSES TO RELEVANT
CONSIDERATIONS ON AMENDMENTS
TO THE LAND USE PLAN:**

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

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

- LU2.4 The City may permit an increase in land use intensity or density outside of activity centers where available infrastructure exists and surrounding uses are compatible.

- LU3.1.(F)(2) Planned Redevelopment – Mixed Use (MU) - allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre.

- LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

- LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

- LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

- 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.

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

- LU3.18 All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets, and with proper facilities for pedestrian convenience and safety.

- LU4(2) The following future land use needs are identified by this Future Land Use Element:
- Commercial - the City shall provide opportunities for additional commercial development where appropriate.
- LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.
- LU11.2 The need for redevelopment should be assessed based on the following factors; 1) building conditions, 2) socio/economic characteristics, 3) land to improvement value ratios, 4) non-conforming uses and 5) potential for private investment.
- LU13.1 Development proposals in community redevelopment areas shall be reviewed for compliance with the goals, objectives and policies of the Comprehensive Plan and the goals, objectives and policies of the applicable adopted redevelopment plan including:
4. South St. Petersburg Redevelopment Plan
- LU18 Commercial development along the City's major corridors shall be limited to infilling and redevelopment of existing commercially designated frontages.
- T1.3 The City shall review the impact of all rezoning proposals and requests to amend the FLUM on the City's transportation system. FLUM amendment requests that increase traffic generation potential shall demonstrate that transportation capacity is available to accommodate the additional demand.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

- c. **Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.**

The current NSM-1 zoning and the requested CCS-1 zoning allow the same number of residential units per acre (15), therefore the proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and/or public schools.

- d. **Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, recreation, and stormwater management and impact on LOS standards for traffic and mass transit.**

The following analysis indicates that the proposed change *will not* have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, recreation, and stormwater management and standards for traffic and mass transit. Should the requested land use change and rezoning for the subject property be approved the City has sufficient capacity to meet all demands.

WATER

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member governments' water supply needs. The City's current potable water demand is 27.7 million gallons per day.

The City's adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 78 gallons per capita per day. Therefore, there is excess water capacity to serve the amendment area.

WASTEWATER

The subject property is served by the Southwest Water Reclamation Facility, which presently has excess capacity estimated to be 3.7 million gallons per day. Therefore, there is excess sanitary sewer capacity to serve the amendment area.

SOLID WASTE

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate

below its design capacity of incinerating 985,500 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans.

There is excess solid waste capacity to serve the amendment area.

TRAFFIC

Existing Conditions

The subject property has access from two roadways: 34th Street South, which is classified as a principal arterial and is maintained by the Florida Department of Transportation; and 17th Avenue South which is classified as a local road and is maintained by the City.

Based on the Pinellas County Metropolitan Planning Organization's (MPO's) 2015 Level of Service Report, the level of service (LOS) for 34th Street from Central Avenue to 22nd Avenue South is "C." This LOS determination is based on the 2014 average annual daily traffic (AADT) volume of 24,500. The volume-to-capacity ratio for this six-lane divided facility is 0.45.

On May 1, 2016 the Pinellas County Multimodal Impact Fee (MIF) Ordinance became effective, replacing the previous Transportation Impact Fee (TIF) Ordinance. The new MIF Ordinance principally resulted from the implementation of the Pinellas County Mobility Plan and elimination of transportation concurrency requirements, countywide. Transportation management plans, and in some cases traffic studies, will be required for large development projects (51 new peak hour trips or more) that impact a deficient roadway (LOS E or F, and/or a volume-to-capacity ratio of 0.9 or higher with no mitigating improvements scheduled within three years). The City's only deficient roadways are 1) 22nd Avenue North from 34th Street to 22nd Street, 2) 38th Avenue North from 49th Street to 34th Street, 3) Gandy Boulevard from US 19 to I-275, 4) Gandy Boulevard from 4th Street to Brighton Bay Boulevard NE, and 5) I-275 from Gandy Boulevard to I-175.

The proposed amendments do not affect any of the City's deficient roadways. There is adequate roadway capacity to accommodate any new daily or p.m. peak hour trips resulting from the amendment.

Source: City of St. Petersburg, Transportation and Parking Management Department.

MASS TRANSIT

The PSTA has two routes that provide local transit service along 34th Street South. Route 19 has a peak hour service frequency of 20 minutes. Route 90 is a commuter service route that provides limited service from St. Petersburg to St. Pete Beach.

RECREATION

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by this proposed rezoning. Under both the existing and proposed zoning, the LOS citywide will remain at 21.9 acres per 1,000 population.

STORMWATER MANAGEMENT

Should the subject property be redeveloped site plan approval will be required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD stormwater management criteria.

- e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.**

As part of a larger parcel, the land area is both appropriate and adequate for the anticipated use of the subject property.

- f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.**

There are approximately 122 acres of vacant land in the City designated with CCS-1 zoning.

- g. Whether the proposed change is consistent with the established land use pattern.**

The proposed Planned Redevelopment-Mixed Use land use designation is consistent with the established land use pattern to the north, south and east.

- h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.**

The existing NSM-1 zoning district boundary is illogically drawn in relation to existing conditions since the existing building, which has been legally used for a commercial purpose for the last 10 years is on the subject property, as well as the two adjacent lots to the east which are part of the same parcel but have CCS-1 zoning.

- i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.**

Not applicable.

- j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.**

According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is not located within the 100-year flood plain. The property is not located within the CHHA (Coastal High Hazard Area).

k. Other pertinent information. None



AERIAL

CITY FILE

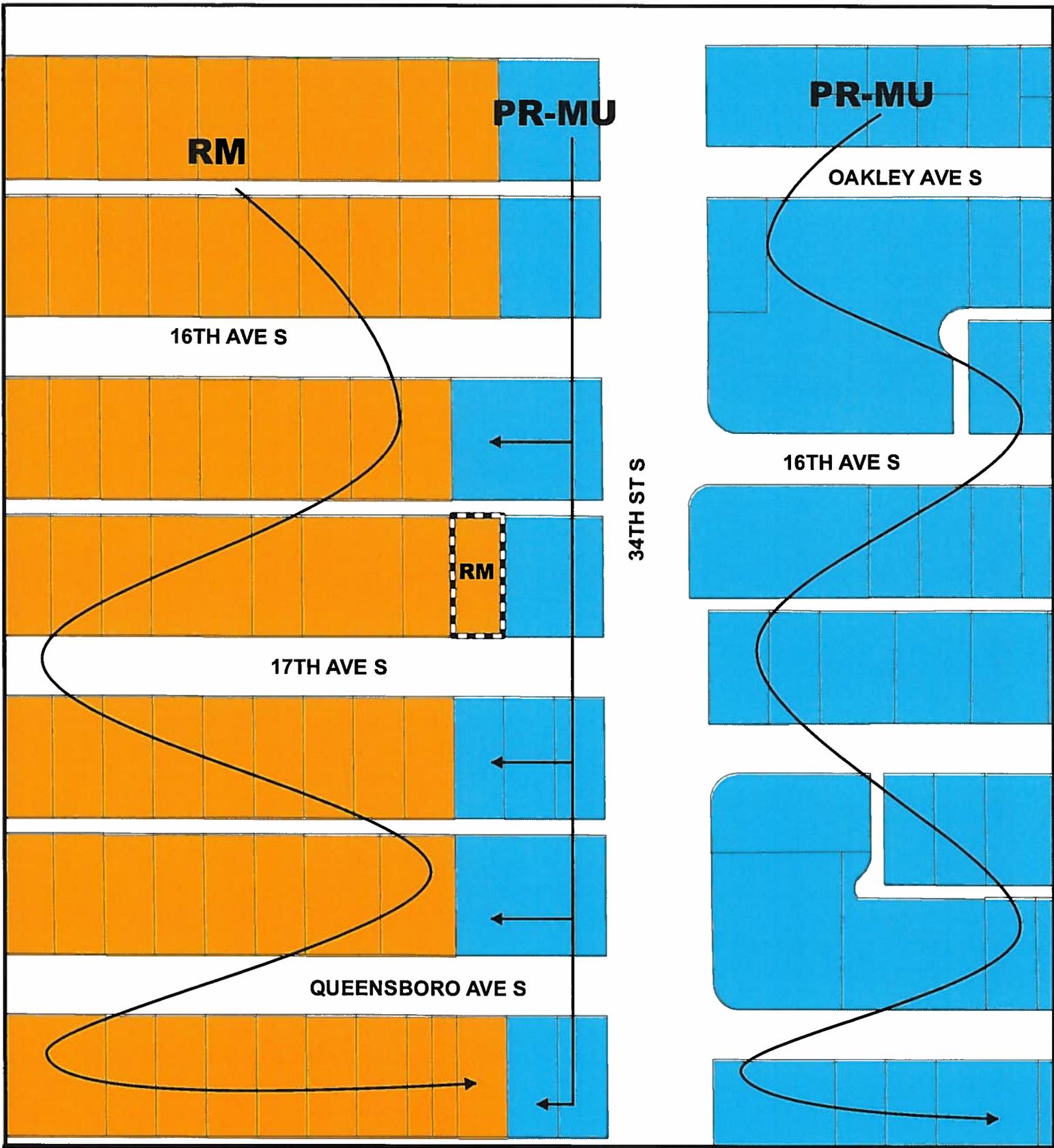
FLUM-39

SCALE: 1" = 125'



SUBJECT AREA





FUTURE LAND USE PLAN DESIGNATION

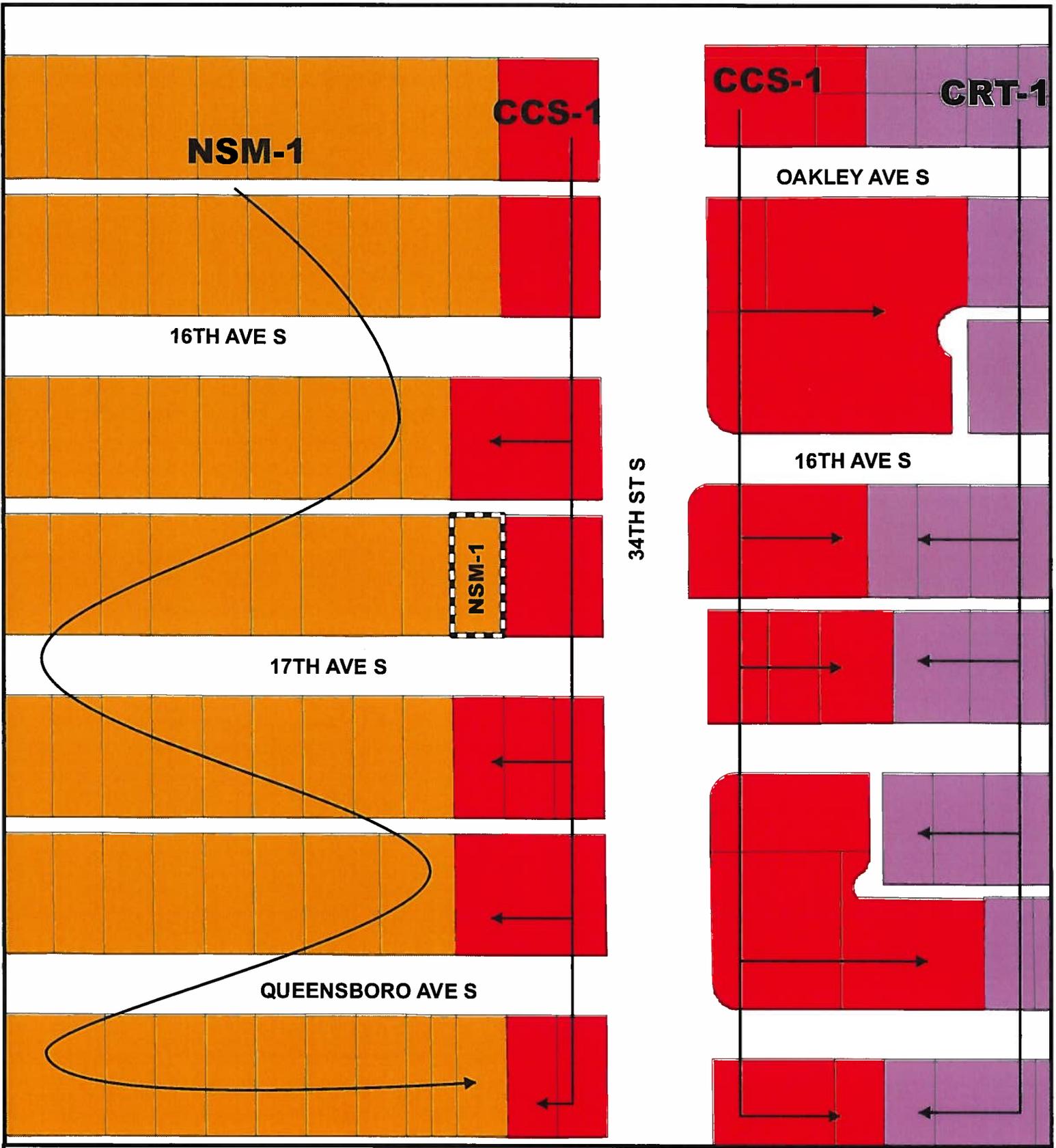
CITY FILE
FLUM-39
 SCALE: 1" = 125'

From: RM
 (Residential Medium)

PR-MU
 (Planned Redevelopment
 -Mixed Use)

 SUBJECT AREA





EXISTING ZONING

CITY FILE
FLUM-39
 SCALE: 1" = 125'

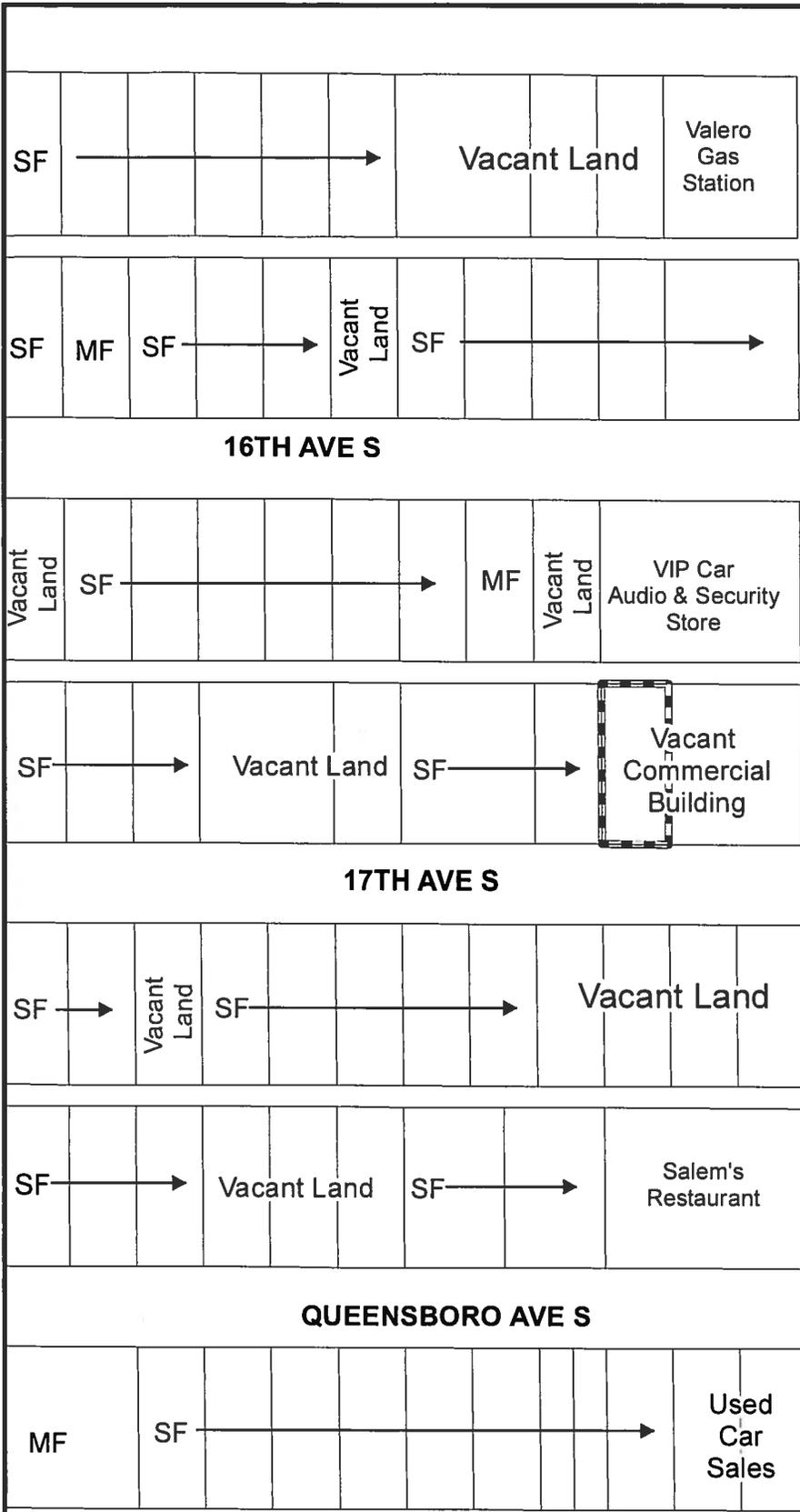
From: NSM-1
(Neighborhood Suburban Multifamily-1)

To: CCS-1
(Corridor Commercial Suburban-1)

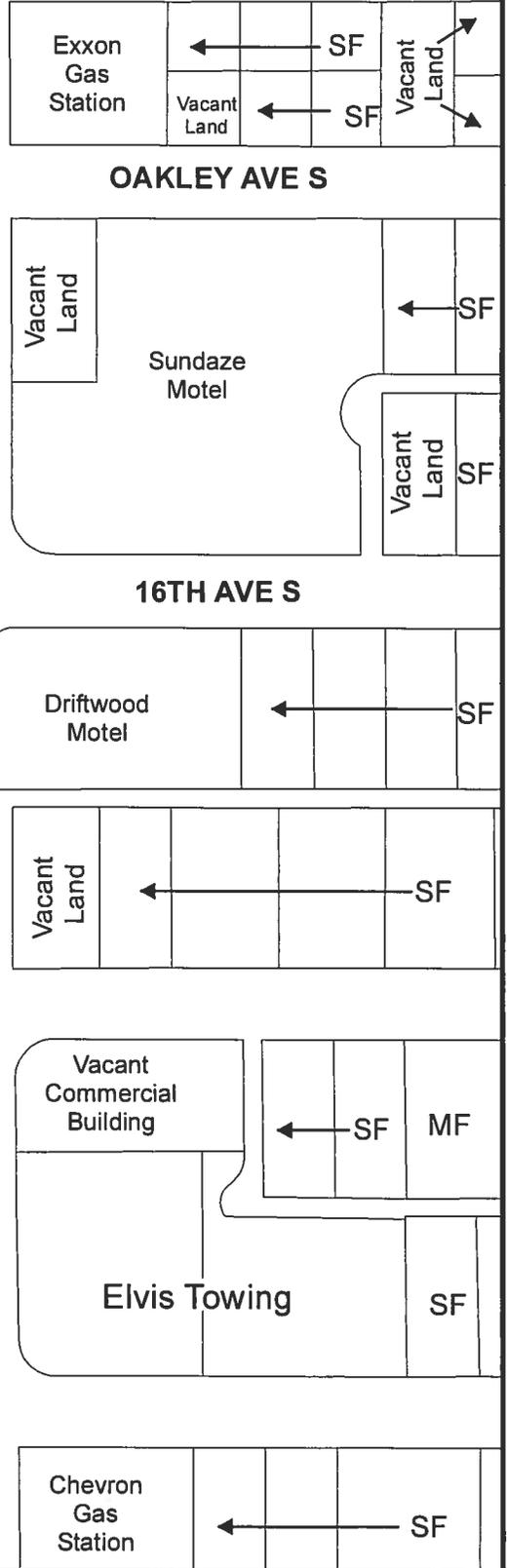


SUBJECT AREA





34TH ST S



EXISTING SURROUNDING USES

CITY FILE
FLUM-39
 SCALE: 1" = 125'



SUBJECT AREA



ST. PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

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

SUBJECT: Non-owner initiated Historic Landmark Designation of the Central National Bank, located at 400 Central Avenue North, and the Pheil Hotel and Theatre, located at 0, 410, 472 Central Avenue North (HPC Case No. 16-90300002)

An analysis of the request is provided in this Memo and the attached Staff Report

REQUEST: The request is to approve ordinances designating the Central National Bank, located at 400 Central Avenue North, and the Pheil Hotel and Theatre, located at 0, 410, 472 Central Avenue North, as local historic landmarks (City File HPC 16-90300002)

NOTE: In addition to the technical analysis included within the CPPC staff report, the City Administration submits the following additional narrative regarding the proposed designation and existing and future plans for development of the city:

The subject property is designated as an Activity Center and has a Future Land Use Map designation of Central Business District (CBD). It is zoned Downtown Center-Core (DC-C) on the City's Official Zoning Map. The DC-C district allows the most intensive development in the City, including the highest density, intensity, and building height in the City's Land Development Regulations, specifically Section 16.20.120. The design of buildings and streetscaping (both hardscape and landscape improvements) promotes a successful people-oriented downtown area as defined in the *Intown Redevelopment Plan*, and characterized with appropriate pedestrian amenities and linkages.

The purpose of this district is to create a diverse and vibrant downtown that serves as a center for employment, entertainment, and retail activity. Residential uses are allowed as a secondary use within the district. Uses that do not require a central location or those requiring a vehicular emphasis are less appropriate in this location and are discouraged.

The existing buildings and structures, with the exception of the parking garage, have remained primarily vacant for more than 20 years and unoccupied for nearly 10 years. Since the subject buildings were completely vacated in 2006, there have been 14 code compliance cases at 400 Central Avenue (Central National Bank) and six at 410 Central Avenue (Pheil Hotel and Theatre), all related to property maintenance and graffiti. During this same time period, there have been a total of 24 code compliance cases on the balance of the subject block.

Due to the complex inter-relationships identified on the subject block regarding its ownership, existing lease conditions, and lease duration, the owners and lessees have only now arrived at an agreement, following several earlier attempts through negotiation and ultimately litigation, which is contingent upon meeting several important conditions. The most relevant to this designation consideration, is the requirement for demolition and removal of debris, in order to initiate the closing and effectuate all actions contemplated by the *Lease Termination, Settlement, Release, and Acquisition Agreement*.

Local landmark designation would threaten execution of the Agreement, meaning the subject block will likely remain in its current condition, continuing to deteriorate for an extended period of time, possibly until 2058. While the City Administration acknowledges the historic preservation goals outlined within the *Intown Redevelopment Plan*, the complex legal issues, past and future vacancies at the property, will have a detrimental effect on any existing or future plans for the development of this critical block within the heart of St. Petersburg's downtown center.

Given the current condition of the buildings, the land lease, and the critical location in the downtown, the City Administration finds that designation of the buildings is not consistent with the future development plans of the City.

RECOMMENDATION:

Owner Support:

This is a non-owner-initiated application. Designation requires a super majority vote of the City Council.

Administration:

Administration does not recommend approval.

Community Planning and Preservation Commission (“CPPC”):

The Community Planning and Preservation Commission conducted a public hearing on May 10, 2016. The CPPC voted 5 to 2 (super majority vote) against a recommendation of *approval* of the application, as submitted. Meeting minutes are attached.

Recommended City Council Action:

- 1) CONDUCT the second reading and the quasi-judicial public hearing for June 16, 2016.
- 2) DENY the proposed ordinance for local landmark designation.

Public Input:

At the time of this writing, staff has received various forms of response in support of, and objection to the local landmark designation of the Central National Bank and the Pheil Hotel and Theatre. A compilation is included in your packet.

Attachments:

Ordinance, Staff Report and Designation Application to the CPPC, Supporting Documentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE CENTRAL NATIONAL BANK (LOCATED AT 400 CENTRAL AVENUE NORTH) AS A LOCAL LANDMARK AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Central National Bank, which was constructed in 1912, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following criteria:

- (a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
- (d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation; and
- (e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

SECTION 2. The City Council finds that the Central National Bank meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

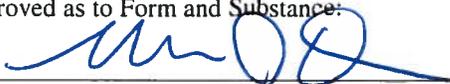
- (a) Location. The place where the historic property was constructed or the place where the historic event occurred;
- (b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
- (e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
- (f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time; and
- (g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The Central National Bank, located upon the following described property, is hereby designated as a local landmark and shall be added to the local register listing of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

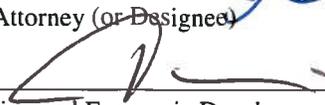
Revised map of St. Petersburg, Block 30, Lot A, according to the map or plat thereof as recorded in Plat Book 0H1, Page 049, of the Public Records of Pinellas County, Florida.

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

Approved as to Form and Substance:



City Attorney (or Designee) 5/19/16
Date



Planning and Economic Development Department 5-16-16
Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE PHEIL HOTEL AND THEATRE (LOCATED AT 0, 410, AND 472 CENTRAL AVENUE NORTH) AS A LOCAL LANDMARK AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Pheil Hotel and Theatre, which was constructed from 1917-1924, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following criteria:

- (a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
- (c) It is identified with a person who significantly contributed to the development of the City, state or nation;
- (d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
- (e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and
- (f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The City Council finds that the Pheil Hotel and Theatre meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

- (a) Location. The place where the historic property was constructed or the place where the historic event occurred;
- (e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
- (f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time; and
- (g) Association. The direct link between an important historic event or person and a historic property.

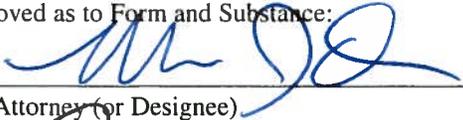
SECTION 3. The Pheil Hotel and Theatre, located upon the following described property, is hereby designated as a local landmark and shall be added to the local register listing of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

0 Central Avenue North: Revised map of St. Petersburg, Block 30, west 35.06 feet of south 50 feet and west 33.75 feet of north 50 feet of Lot 3 and east 27 feet of Lot 4, according to the map or plat thereof as recorded in Plat Book 0H1, Page 049, of the Public Records of Pinellas County, Florida;

410/472 Central Avenue North: Revised map of St. Petersburg, Block 30, Lots 1 and 2 and east 6.25 feet of north 50 feet and east 4.94 feet of south 50 feet of Lot 3, according to the map or plat thereof as recorded in Plat Book 0H1, Page 049, of the Public Records of Pinellas County, Florida.

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

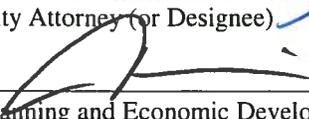
Approved as to Form and Substance:



5/19/16

City Attorney (or Designee)

Date



5-16-16

Planning and Economic Development Department

Date



CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
May 10, 2016

QUASI-JUDICIAL PUBLIC HEARING

(Note: Commission Chair Carter was recused from the following item due to a conflict.)

C. City File HPC 16-90300002

Contact Person: Larry Frey, 892-5470

Request: Third party request for a Local Landmark designation of the former Central National Bank and former Pheil Hotel and Theater buildings, located at 400-410 Central Avenue.

Prior to the beginning of the presentations, a discussion took place regarding the applicant's request for a deferral and the applicant's request to exclude certain information and evidence. No motions were made pertaining to both requests and the Commission then proceeded with the presentations.

Staff Presentation

Larry Frey gave a PowerPoint presentation based on the staff report.

Commissioner Michaels congratulated staff on a very detailed, comprehensive and sensitive staff report for a complicated project. He then asked about the integrity factors and if all of those elements should receive equal weight when the CPPC looks at them or, if not, what is the most important element and is it restorable. Dr. Frey stated that, at times, those are subjective issues, and what he had done was take elements of the architecture and looked at those based upon the present building versus how the building appeared in 1959 and came up with a percentage of those elements. Because it can be subjective as to how a person views a building, he was reluctant to give any of them individualized weight but is something that would be open for discussion amongst the CPPC. Most of the elements from the 1923 building are gone thus would have no integrity so, therefore, the reason for going to 1959 and even then there are a lot of elements missing.

Commissioner Michaels stated that there seems to be a narrow reading of the integrity factor of setting and does not understand why the buildings across the street such as the Snell and others seem to be dismissed as not being applicable to setting and limiting this factor to immediately adjacent buildings within a particular block. Dr. Frey stated that that was one of the reasons for seven factors of integrity because a lot of buildings would not be preserved if based on one factor such as setting. Dr. Frey went on to say that he did look at the entire block and at individual buildings, and how the block was constructed during the period of significance with the adjoining buildings that proceeded down Central Avenue and what was perhaps across 4th Street; those buildings are no longer extant. He did not expand out due to the loss of the immediate adjacent buildings and it is up to the CPPC, if they so desire, to include the buildings across the street.

Commissioner Burke asked if it was staff's decision in determining the period of significance from 1912 to 1959, to which Dr. Frey answered that it was his determination.

Commissioner Rogo stated that maybe they should consider the cheese grater siding as historically significant; it is more than 50 years old and is certainly unique. Dr. Frey stated that any historic preservation planner expert would have to consider that, whether you like it or not is irrelevant, and there are no other buildings in the City with that kind of technology applied to it. From his understanding, most people do not like it but at the time it was applied (1960) people probably loved it; things have changed, the technology is outdated and doubts it would meet today's code.

Applicant Presentation

Peter Belmont and Howard Hanson, representing the applicant, St. Petersburg Preservation, gave a presentation in support of the requested designation.

Owner Presentation

Don Mastry and Rob Wedding, representing the owners, First States Investors 3300, LLC and Pheil, Clarence E Bypass Trust, gave a presentation in opposition of the requested designation.

Public Hearing

The following people spoke in support of the designation request:

Thomas Nestor, 500 – 45th Ave NE
Parisrice Robinson, 146 – 2nd St N
Laurie Macdonald, 103 Wildwood Lane SE
Robin Reed, 705, 16th Ave NE
Dan Harvey, 1425 Central Ave

The following people spoke in opposition of the designation request:

James King, 1401 – 42nd Ave N
Duane Kaufhold, 1200 Monterey Blvd NE
Mark Stroud, 2087 Kansas Ave NE and broker for the Pheil Family
Baird Lefter, 136 – 22nd Ave SE and representing the Pheil Family
Paul Carder, 341 – 5th St S
Albert Scafati, 1 Beach Dr SE
Travis Norton, 100 – 2nd Ave N and representing the St. Petersburg Chamber
Joni James, 233 – 2nd Ave N and representing St. Petersburg Downtown Partnership
Douglas Dozark, 345 – 12th Ave NE
Jesse Landis, 400 – 4th Ave S
Susan Bradley, 1207 E. Park Circle, Tampa, did not speak but submitted a card in opposition

Mr. Kilborn stated for the record that staff received up to the beginning of today's hearing 10 e-mail messages for demolition, 594 e-mail messages through St. Petersburg Preservation for preservation, and an additional 165 postcards supporting preservation of the buildings.

Commissioner Michaels asked Mr. Lefter why the property has not been maintained. Mr. Lefter stated that the lease required that the property be maintained in first-class condition but in order to enforce it, they would have to terminate the lease and sue for damages, and the Pheil family was unwilling to do that. The problem is that First States always had the option to demolish the building or to restore it and if they do that before the

termination of the lease, the Pheil family would have no real damages so they were unable to enforce the maintenance contract during the term of the lease.

Commissioner Rogo asked Mr. Lefter that if money were no object is there anything on the block that the Pheil family would like to see preserved. Mr. Lefter stated that preserving the buildings is not realistic and the Pheil family current needs are more basic; thus restoring their income when the lease terminates. They would have preferred to leave the lease undisturbed continuing to receive the rent but this does not appear to be a viable option. First States came up with a settlement offer that happened to coincide with St. Petersburg's upturn in development and the Pheil family saw this as an opportunity that they might be able to replicate the income by acquiring the entire block with some additional cash and then selling the property. Mr. Lefter went on to say that they would be happy to entertain any offer to restore the property; however, all of the offers received are for the entire block for a single project.

Cross Examination

By City Administration:

Waived

By Owner:

Mr. Mastry – *(unable to hear, too far from microphone)* Was an offer made?

Mr. Stroud – Yes.

Mr. Mastry – How much was it?

Mr. Stroud – It was \$7 million lower than their top offer.

Mr. Mastry - Is there any difference between the successfully renovated Pennsylvania Hotel building than what they are dealing with here?

Mr. Wedding – There is a major difference in floor plate size; the Pheil Hotel is less than 1/3 of the floor plate of the Pennsylvania Hotel. And there is a major difference in structure floor-to-floor; the Pennsylvania Hotel has 11-foot floor-to-floor with 9-foot ceilings and the Pheil building has under 8-foot floor-to-floor.

By Applicant:

Waived

Rebuttal

By City Administration:

Waived

By Owner:

Mr. Mastry gave a closing statement in opposition of the designation request.

By Applicant:

Mr. Belmont gave a closing statement in support of the designation request.

Executive Session

Commissioner Burke commented about how he feels it is impossible to determine the integrity without environmental factors, structural integrity and design limitations which he feels are the very core of determining the integrity of this application. He gives great weight to the City staff report but disagrees because of these factors and what is there now does not meet the integrity standards. As for why the façade that was put up in 1960 was not considered historic, two of the reasons are: 1) nobody likes it, which to him is the feel and part of the integrity; and 2) it does not meet current code, which is a structural integrity issue. He does not support the application at this point based on the lack of meeting the integrity issues.

Commissioner Michaels asked staff if there was anything they would reconsider in their report since hearing the architect's report that was presented by the owner or is staff still standing by their findings regarding the criteria and integrity factors. Mr. Kilborn stated that the architectural report and supplemental information received was considered in the final draft prepared for the CPPC. Dr. Frey stated that he still stands by his report and he has mentioned more than once in the report that their access was limited. Dr. Frey went on to say that questions were proposed at the beginning of the staff report that answer some of the questions being discussed right now (e.g. Is only one façade of a building enough to pull the whole building into a historic designation category?). He does acknowledge that there are those issues that need to have an open debate but does stand by the integrity decisions and determinations that were made as part of the staff report. He believes that all of the integrity factors can be debated; however, he thinks that location is pretty self-evident (based on where the building is and where the historic activity occurred) which differs from setting, where no integrity was found, so staff feels that there is sufficient integrity for determining location as factor. Dr. Frey concluded by saying that based on tonight's testimony, he will not change his recommendation unless he has closer access to the building and is able to perform the structural analysis referenced in the staff report which could then influence further determinations.

Commissioner Smith asked why staff did not have full access to the building. Dr. Frey stated that they had an on-site visit and he used the hundreds of photographs that were taken during that visit. He never asked for additional access because that would also involve getting an opinion from an architect or engineer, which came later.

Commissioner Reese asked staff to address how important the building today is not what it was historically 50 years ago and how much of a part it has to do with the staff's recommendation as well as with the CPPC's decision. Dr. Frey stated that he thinks that 50 years have been established as they looked at the buildings as they appeared in 1958 and 1959. The façade had been applied on the building longer than 50 years ago but that was not on the designation application which only referenced the date of 1959 or earlier. As a staff person bound to review and make comments on the application, he did not look at nor address the screen façade as historic. In making his determination, he only looked at how the buildings appeared in 1958 and 1959 compared to how they may look now if the screen façade was removed.

Commissioner Reese asked the owner to elaborate on the percentage of historic significance remaining. Mr. Wedding explained that when they redid the Pheil Hotel in 1983, it was a complete demolition of every interior and all the exterior windows in the entire west wall of the building. The rebuilding process had to replace the wall, put a new stair and elevator on the west side so it could resist wind loads, replaced every system in the building, new roof, new windows, new interior development, new finishes, new fire protection, new mechanical, electrical and plumbing. So, technically 68.2% of the Pheil Hotel is only 33 years old (built in 1983). Those pieces of the exterior perimeter walls (sans the windows, sans the west wall, sans the south wall

which was modified in 1960 when the bank took over the Pheil Hotel space and added 30,000 sq. ft. to the south) remain as it once was, primarily the north wall of the building. The remaining parts of the building are less than 33 years old.

Commissioner Rogo stated that their job is to determine if there is criteria for designating historic significance and he believes there is that contextual significance, that historic significance. He went on to say that they are also asked to weigh if that historic significance equal the apparent lack of physical integrity of the two subject buildings. Staff states that three criteria have been met, location, design and workmanship but he feels that throughout today's debate and deliberations along with the testimony heard from Mr. Wedding that he is having concerns about the three criteria being met. He does not feel that the subject buildings are like the hotels that have been restored (Pennsylvania Hotel, the Vinoy Hotel, etc.), he is not convinced that the integrity criteria is met and could not vote for the designation.

Commissioner Michaels gave the Vinoy Hotel as an example of successfully renovating an historic structure and should not discount the potential of the subject property. He is conflicted because of the planning issue; the idea was rejected that the CPPC making a statement on the subject property fitting in with City's economic plans which he believes is an issue that needs to be considered by City Council. He believes that the law needs to be followed and he then cited the policies in the staff report (LU10.1 and paragraph D in ordinance). He will support the designation request.

Commissioner Wolf echoed Commissioner Burke's comments; looking at the report and knowing the history of the structure he wonders if it really meets the integrity aspect of the criteria. The owner's professionals state that the integrity has been compromised to the point that it does not meet the criteria and the applicant feels that it does. With limited knowledge of structural and construction issues, he has to rely on the photos and documentation submitted, and were they to try to restore the elevations which seem to be the primary elements that have some worth, they would end up with a building that would be probably more new content trying to match existing rather than have existing content. He feels that they are at the point where there is more "bond-o than sheet metal" and is concerned about holding up some significant progress for the City on a building that is dubious as to meeting the criteria for integrity. He is very torn about which way to go on this.

Commissioner Wolf asked if it is stated in the preservation ordinance that if one red brick is left in the building and the rest have been restored that it's still historic or is there some point of which integrity is said to be lost. Dr. Frey stated that there is no formula and that it really depends upon the other factors that the Board weigh and consider (the importance of the building and its history). An important question to ask is if the façade screen is taken off, would most people still recognize it as an old, historic, important building based on what is there now.

MOTION #1: *Commissioner Michaels moved and Commissioner Bell seconded a motion approving the third party request for a Local Landmark designation of the former Central National Bank building.*

VOTE: *YES – Bell, Michaels
NO – Burke, Reese, Rogo, Wolf, Smith*

Motion failed by a vote of 5 to 2.

MOTION #2: *Commissioner Michaels moved and Commissioner Bell seconded a motion approving the third party request for a Local Landmark designation of the former Pheil Hotel and Theater building.*

VOTE: *YES – Bell, Michaels*
 NO – Burke, Reese, Rogo, Wolf, Smith

Motion failed by a vote of 5 to 2.

DRAFT



CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION LOCAL LANDMARK DESIGNATION REQUEST

For **Public Hearing and Recommendation to City Council** on **May 10, 2016** beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Bob Carter, Tom Whiteman, and Lisa Wannemacher reside or have places of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

CASE NO.:	HPC 16-90300002
STREET ADDRESS:	0 Central Avenue (PIN-193117744660300030), 400 Central Avenue (PIN-193117744660300001), 410, 472 Central Avenue (PIN-193117744660300010)
LANDMARK:	Central National Bank and Pheil Hotel and Theatre
OWNER:	First States Investors 3300, LLC (#400) and Pheil, Clarence E Bypass Trust, C/O American Financial Realty Trust (#0, #410, #472)
APPLICANT:	St. Petersburg Preservation, Inc.
REQUEST:	Local Designation of the Central National Bank and Pheil Hotel and Theatre



Central National Bank (left) and Pheil Hotel and Theatre (right) at Central Avenue/Fourth Street North

CONTENTS

Overview	p. 3
City of St. Petersburg Administration	p. 4
Summary Determination of Eligibility	p. 5
Staff Evaluative Findings	
Part 1: Central National Bank	p. 7
Preliminary	p. 7
Alteration Summary	p. 7
Age/Period of Significance	p. 8
<i>Significance Criteria</i>	p. 8
<i>Integrity Criteria</i>	p. 11
Context and Background	p. 23
Determination of Eligibility	p. 23
Part 2: Pheil Hotel and Theatre	p. 24
Preliminary	p. 24
Alteration Summary	p. 24
Age/Period of Significance	p. 25
<i>Significance Criteria</i>	p. 25
<i>Integrity Criteria</i>	p. 28
Context and Background	p. 41
Determination of Eligibility	p. 41
Property Owner Consent	p. 42
Consistency with the Comprehensive Plan	p. 42
Appendices	p. 43
A: Maps	
B: Designation Application	
C: History Report	
D: Architectural Findings	
E: Public Comments	
F: Support Information	
Historic Structure Form	
Broker Opinion of Value	
Appraisal Report	
Property Feasibility Analysis	

OVERVIEW

The former 1912 Central National Bank located at 400 Central Avenue, and the former 1924 Pheil Hotel and Theatre located at 410/472 Central Avenue (together are the "subject property") were listed separately as potentially-eligible landmarks in 2006 based on their own individual merit, pursuant to City Code, Section 16.30.070.2.11. Both buildings are also contributing properties to the Downtown St. Petersburg Historic District listed on the National Register of Historic Places in 2004. In 1960, the two buildings were "merged" beneath a metal exterior facade screen to modernize both buildings and establish them as a single corporate entity. As such, they are the recipients of a single Local Landmark Designation Application filed by a third party, non-owner (St. Petersburg Preservation) that was submitted on March 24, 2016.

The Local Landmark Designation Application evaluated herein, HPC 16-90300002, appears to be in response to a separate application for demolition of the two buildings and future development of the site. Before commencing with any application for permitting or demolition, the City is required to publicly notice the requested action and defer final approval pursuant to City Code Section 16.30.070.2.11,

upon receipt of a complete application...for a site plan that includes demolition, the POD shall delay the processing of the site plan and the issuance of a permit for the demolition of a property which is potentially eligible for designation as an individual local landmark and which is identified as such in the property records and planning and permitting database, for 30 days.

In accordance with this provision, the City of St. Petersburg transmitted a letter on February 23, 2016, providing for a 30-day notice. The regulatory delay is intended to provide sufficient time for a third party to consider or file an application to designate one or more of the buildings as a local landmark. Prior to the noticed deadline, St. Petersburg Preservation submitted a complete application for local landmark designation.

Per City Code Section 16.30.070.2.5(H),

when a complete (as determined by the POD) application for designation of a local landmark has been submitted, no permits shall be issued for any exterior alteration, new construction, demolition, or relocation on the property which is the subject of the recommendation until one of the following has occurred: 1) City Council designates the property and a certificate of appropriateness is issued; 2) the application is withdrawn; 3) the designation is denied by City Council.

The City of St. Petersburg uses locally adopted minimum criteria modeled after recognized national historic standards for determining the significance of historic properties. Pursuant to Section 16.30.070.2.5(D) of the City Code, at least one or more criteria each, under a two-part test for designation as a local landmark must be met. This report provides information regarding each building's historical and architectural significance, as well as, their relative condition from an array of effects since their original construction periods. In this case, construction of the former Central National Bank building began in 1911 and was completed in 1912, while the former Pheil Hotel and Theatre building was completed over a period of several years from 1917-1924. The rather complex nature of the two buildings as they evolved over time, and their subsequent ownership requires a structured report that focuses on each building separately. Therefore, the period of significance and analysis for each building relies on individual merits.

The subject property, which includes only the outer footprint for both buildings, is actually a partial delineation of the entire city block upon which the buildings exist together. The city block overall, is bounded by 4th Street North to the east, 5th Street North to the west, 1st Avenue South to the south, and Central Avenue to the north. The subject property is part of the Revised Map of St. Petersburg Block 30, Lots A, 1, 2, 3, and a portion of Lot 4, originally platted in 1888 as part of the Town of St. Petersburg. The southern and western half of the overall block includes mostly parking lots and deck structures, and dedicated pockets of open space.



1. CNB
2. Pheil Hotel and Theater

City of St. Petersburg Administration

Separate from the consideration of eligibility for local landmark designation, *City Administration* notes that the existing structures have been unoccupied for a significant amount of time, approaching ten years, and that such vacancy and the deteriorated condition of the buildings undermines current redevelopment efforts within the center of the downtown core. The subject property and surrounding city block consists of multiple parcels with two ownership entities – First States Investors (“First States”) and Clarence E. Pheil Bypass Trust (“Pheil Family”). First States is contractually bound and committed to a long term land lease on the two parcels owned by the Pheil Family, regardless of whether the existing buildings are occupied. Stipulations contained in a settlement agreement (“Agreement”) between the two owners requires demolition of the buildings to proceed and that no redevelopment on the entirety of the block can occur until a demolition permit is issued.

The Agreement is the result of ongoing negotiations, and litigation between the Pheil Family and First States. First States objective has been, and continues to be, elimination of the long term land lease that prevents investment in the property. Terms of the Agreement that accomplish elimination of the land lease can be summarized as follows: 1) demolition permit is issued for all structures on the city block; 2) all structures on the city block are demolished at First States cost; 3) First States pays the Pheil Family \$10 million; 4) First States deeds all ownership interest to the Pheil Family.

To describe the buildings' current condition, challenges with tenant recruitment, and to help justify the demolition request, the applicant has submitted the following documentation: *Property Feasibility Analysis and Professional Recommendation* report dated August 27, 2014, prepared by Echelon PDC LLC; *Appraisal Report of the Contributory Value of Building Improvements on a Downtown Block Central Avenue to 1st Avenue South between 4th and 5th Street, St. Petersburg, Florida 33701* dated April 30, 2015, prepared by Valuation Services Inc.; *Broker Opinion of Value* dated May 1, 2015, prepared by Colliers International; and the *Report of Architectural Findings* dated February 23, 2016, prepared by Robert Reid Wedding Architects and Planners.

Pursuant to City Code Section 16.30.070.2.5(l)(3), the *City Administration* will request that the City Council to consider the relationship between any local landmark designation and the existing and future plans for redevelopment of the city. The City Administration's highest priority in this instance is helping First States become unbound from an unsustainable land lease that is preventing investment and redevelopment on the subject property and within the downtown core. To that end, City Administration will recommend that City Council not designate the buildings as a local landmark.

Summary Determination of Eligibility

Historic significance is generally evaluated based on age, context, and integrity. The local designation application and associated documentation and historic records, along with an on-site visual tour, provide important elements of fact and limited conjecture where needed, that together help to support or not support the determinations indicated below, based on an established two-part test for significance and integrity informed by the staff findings. Considering the criteria for determining eligibility for local landmarking under the above-referenced two-part test, the following must also be weighed and considered during and after the analysis that may affect these determinations:

1. Does the finding of significance under the first test for each property support a diminished integrity enough to warrant eligibility for designation?
2. Will the property retain sufficient integrity after an in-depth, professional structural and materials evaluation by a qualified expert(s)?
3. Will the property retain sufficient physical integrity after the facade screen is removed?
4. Are the non-historic alterations reversible?
5. If the frontal façade(s) retains the property's only integrity, are one or both buildings still eligible for designation?

Summarily, staff finds that both buildings meet the required minimum historic contextual criteria for designating historic properties, and at least one out of seven factors of integrity. Therefore, pursuant to City Code, Section 16.30.070.2.5.D.,

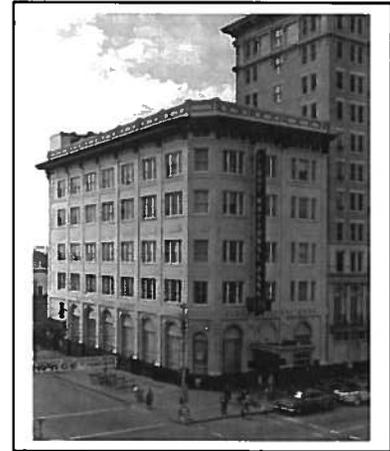
- The Central National Bank building, located at 400 Central Avenue, is *eligible* to be designated as a local historic landmark;
- The Pheil Hotel and Theatre building, located at 0/410/472 Central Avenue, is *eligible* to be designated as a local historic landmark.

STAFF EVALUATIVE FINDINGS

Part 1: Central National Bank (CNB)

Preliminary

Under the guidelines for identifying historic properties, the CNB is a *building* with important overlapping local contexts of architecture and history. Thematic overlaps of the building are represented through the areas of architecture, commerce, community planning and development, economics, and settlement. The bank itself was established under a separate name as the City's third banking institution by 1905, implementing an important extension of the downtown urban core westward. Its unusual transformation from a three-story Mission Revival building to a progressively subdued Italian Renaissance interpretation at five stories (six with mezzanine and later floor addition), reveals innovation and engineering excellence for St. Petersburg's earliest buildings still extant. It also retains a minimum significance of association with its second architect Francis J. Kennard, who redesigned the building and added the upper stories.



Alteration Summary

The original CNB building has undergone extensive, ongoing alterations from 1922 to approximately 2000. After the façade screen installation in 1960, most of the alterations were to its interior spaces. Reflecting three distinct architectural periods from its original construction completion in 1912, its alteration history actually covers four later timeframes that include: 1) 1922-1935; 2) 1936-1959; 3) 1960-1966; and 4) 1967-present. The original 1912 construction endeavored a three-story building designed in a Mission style with richly fenestrated street facades. This appearance of scale and height, as perhaps the building's highest architectural styling, changed significantly between 1923 and 1935 when the two stories were added, the finely detailed molding, trim, and coping from its Mission precedent were removed, the first-floor windows were given a higher order pane division, and numerous interior renovations were taking place, ending in the bank's closing due to the economic crisis of the time when the building would sit vacant. By 1935, the building reflected its second highest style order, much more expressly ornate than how it would be toned down by 1959.

From 1936 to 1959, the building's higher order architectural details were slowly diminished to accommodate modernization efforts and a post-war boom of office and banking needs. Other structures began to be attached to its rear (south) elevation, expanding its apparent footprint and spatial sense. During this period, the association with architect Kennard begins to diminish, as all of its second floor door entries were replaced with wood double-hung window systems, and the lower floor fenestration package was altered with metal systems and the semi-circular fanlights enclosed. The number of street entries was also reduced, and fine details such as the parapet finials and bank clock were removed, while large brightly lit stick-out signage was attached to its exterior. The marble plinth base panels were also added in 1940 in reference to First National Bank's off-site parent bank where they were added in 1927; the 1940 installation remains today but is exhibiting spalled grout recesses and structural delamination. Except for

the wide cornice eave and signage, the building beneath the facade screen basically represents its appearance from 1959.

From 1960 to 1966, a larger garage complex and additional office space were added to the rear, the metal and glass frontal entry awnings were removed, and the metal facade screen was attached to the building and its adjoining buildings and structures, arguably creating a unified building form out of several adjacent structures. As a result of this highly alterative installation, the architecturally important cornice eave was also removed. After 1967, the neighboring Pheil Hotel building interior was merged with the CNB building to create a single interior flow, albeit awkwardly due to a floor differential between buildings. Additional alterations to the interior were ongoing until the building's vacancy in 2005. As of the date of this report, the building is noticeably affected by deterioration.

Age/Period of Significance

As part of the first test, the CNB building *meets the 50-years of age* minimum requirement for local designation since its original construction was completed in 1912, therefore rendering it to be approximately *104 years old*, making it St. Petersburg's oldest extant bank building. The second design period, beginning in 1923, created a second qualifying *age of 93 years*.

The period of significance for the CNB is more difficult to determine due to significant physical and associative alterations and nuances over time that obscure appropriate future treatment direction. While significance of commerce, community planning and development, economics, and settlement fairly survive with the tenure of the building within its overall contextual patterns, the architecture reflects varied effects that are less intact holistically. For example, to what era or year should any determined architectural period definition of the building be directed?

Since it is likely that part of the original 1912 building is retained as part of the lower floor structure, and the locational footprint is virtually unchanged, and the extant structure today is retained as part of the building's physical evolution, it is appropriate to consider a *period of significance ranging from 1912-1959* that also takes into account its use history. The most appropriate treatment/reference date, then, appears to be how the building appeared in 1959, albeit quite subdued from its earlier compositions. The facade screen that was installed in 1960-1961 rendered a negative physical and aesthetic impact to the more historic building that does not encourage an expanded period more recent than 1959.

Significance Criteria (City Code, Section 16.30.070.2.5.D.1)

Also under the first test for designation, at least one or more of nine criteria must be met. In some cases, overall historic importance of a property elevates an apparent lack of physical integrity.

Are Historic Contextual Criteria Met?								
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
Y	N	N	Y	Y	N	N	N	N

The applicant marked five of the available criteria as being met, while only providing narrative for three, as follows:

(c) it is identified with a person who significantly contributed to the development of the City, state or nation;

The applicant references three individuals who are associated with the CNB, who were local influential leaders in the development of St. Petersburg. They include Frank Wood who founded the bank, Alfred Thomasson who was its second president, and Harry Playford who reopened the CNB after its Great Depression closing of several years. Staff recognizes the importance of Frank Wood who was one of the early pioneers to help erect the first all-brick building in the City along Central Avenue. However, there does not appear to be sufficient merit for including his association as a distinctive City leader, nor for the latter two associations. Because of the bank's numerous changes and architectural modification history, the earliest association is too diminished. Thomasson was the bank's second president, a City Manager, and a long-term resident, but did not appear to be instrumental in the future development of the City. Playford's role in re-establishing the former CNB as the Southern National Bank, while noteworthy, became rather infamous after being convicted of embezzlement, and did not otherwise contribute to the City's wider success and long-term solvency of that institution. It is known that popular architect Henry Dupont maintained an office in the building.

(d) it is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;

The applicant suggests that local Tampa architect Willis R. Biggers who designed the original 1912 building, and Francis J. Kennard who designed the 1923 modifications are both influential to the development of the CNB and St. Petersburg.

Biggers arrived in St. Petersburg in 1911 and the CNB building was one of his first designs. He designed other prominent buildings in Florida including the Citrus County Courthouse and the Sarasota High School. His commitment to excessive fenestration was evident on the original CNB building's street elevations that were adorned with windows and doors. While his layout of the building with its clipped corner façade is still extant, his original design became irrelevant after the 1923 alterations, thereby disqualifying any meaningful association with him.

Kennard was born in England and arrived in the Tampa Bay area in 1886 after establishing his architectural practice in various parts of Florida, eventually settling in Tampa. Kennard designed many of Tampa's significant buildings including the Floridian Hotel, St. Andrews Episcopal Church, Hillsborough High School in Seminole Heights, the Rialto Theatre, and the Burgert Brothers Studio. He also helped design the Belleview Hotel at Belleair, and the courthouses of Pinellas and Lee counties. His son Phillip, also became an architect, establishing his own practice in St. Petersburg in 1938, and together with his father, designed what would become the St. Petersburg Municipal Services Building located diagonally across Fourth Street North and Central Avenue from the CNB. Kennard's 1923 alteration of the building is still evident, allowing minimal association here, but too far removed for a strong association with his highly ornate design, especially considering that the date

of historic references to 1959, after the building became severely streamlined without his input.

- (f) it has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

The applicant suggests that Francis Kennard employed modernized, innovative design methods for transforming the building from a three-story building to a five-story building beginning in 1922. The applied architectural history of the building is important as an evolution of its design adaptability with regard to local and national events, changing aesthetic trends, and the ability of one architectural style to be altered to reflect one that would be quite different—in this case, from its bold Mission styling to one more reflective of the Italian Renaissance as influenced by the construction of many buildings being developed under Mediterranean Revival categories throughout the City during the 1920s. However, this categorical style is too muted today, and cannot be sufficiently attributed to the existing building, even without the façade screen. The architecture at present, reveals a modified Twentieth century commercial interpretation if Italian Renaissance.

Additional criteria added by staff that are relevant to this application.

- (a) its value as a significant reminder of the cultural or archaeological heritage of the City, state or nation;

As one of the City's earliest and longest-standing bank buildings constructed in a designed architectural style, staff agrees that early development and progress of the City aided by the CNB as a long-standing financial institution is vitally important to the building's historical significance. This importance is furthered by the continual financial and architectural growth experienced by the bank building, as well as, how it was impacted by World War I, the Great Depression and subsequent economic changes, World War II, and private enterprise. The building's presence at the corner of Fourth Street North and Central Avenue emphasizes its importance as a highly patronized community institution in the very core of downtown that also symbolized times of prosperity and distress alike. Its proximity to the high style, open air post office strengthened the surrounding block as a commercial nodal area and as a community and visitor gathering place. Numerous street parades and celebrations typically passed directly along the street in front of the CNB and its visage are easily recognizable in historic photographs during such times. The importance of the bank is also emphasized in the building's appearance on several post cards, as shown below.



(e) its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

The applicant references the importance of the CNB building’s architecture, but did not provide a complete narrative reference link. Staff concurs that the pre-1960 architecture of the building is significant in that it is was readable as a historic building, given what may be a reversible condition of the facade screen, and the potential for restoration to its minimized historic appearance of 1959. While some of its many minor elements are deteriorated or missing, its generous design of windows and other openings remains present, as are many of the raised floor band panels, clipped façade, fifth-floor window cornice molding, and frieze/parapet extension with inlaid tile. It is also significant in that the historic elements that are extant, represented a fair condition at the time of adding the facade screen, of which little of its overall form, except for intentional damage, has since been modified.

Integrity Criteria (City Code, Section 16.30.070.2.5.D.2)

The second test involves the property’s integrity, of which at least one or more of seven factors of integrity (i.e., location, design, setting, materials, workmanship, feeling, and association) must be met. In most cases, the integrity of feeling and association by themselves rarely merit a property being eligible for designation, since they often defer to personalized experiences, emotions, and perceptions that all vary among individuals and groups.

Is At Least One Integrity Factor Met?						
Location	Design	Setting	Materials	Workmanship	Feeling*	Association*
Y	Y	N	N	Y	Y	Y
*Must be in addition to at least one other factor						

The applicant does not methodically discuss integrity factors, limited to providing a narrative reference that the CNB has “significant integrity” regarding six of seven factors (setting omitted). Integrity of the CNB building is sufficient if the existing building, not necessarily composed in its entirety and completeness with its array of historic elements, results in a reasonable opportunity for revealing its historic significance to a determined time period or date. It is important to note that in a 2001 Historical Structure Form (Appendix F), the CNB, referred to as the First Union Bank was determined to be ineligible as an individual local landmark due to its “*condition and alteration of original structure.*” The form suggested that it was eligible as a contributing property for district designation because of its early construction date.

Because it would be reasonably recognizable from how it appeared in 1959 with regard to historic significance, albeit with some elements having been diminished over time, staff determines that the CNB building *retains a sufficient degree of integrity* of its historic 1959 location, design, workmanship, feeling, and association where characteristic features are still present and observable (assuming removal of the facade screen). Since the questions of integrity are required by City Code, the following staff analysis examines each factor of integrity more closely, as follows:

- Location: The original CNB building's location has not changed and is fully intact with the same basic footprint at the highly visible and exposed north and east elevations. The south elevation does reveal additions that have affected the discernable spatial configuration as a corner entity fully separated by an open alley, and the spatial volume above the street level alley is now developed with habitable space. The west elevation has no sufficient integrity due to the demolition of a large percentage of the historic wall when it was opened to merge with the adjacent building. Yet, the *integrity of location remains* because of the extantcy of the overall structure and the two primary elevations, especially the presence of the clipped elevation as a third, separately counted elevation that faces diagonally toward the street intersection center line. This is perhaps the most revealing and historically important element of the building's locational footprint.
- Design: The design of the CNB is evaluated for how it was originally constructed as compared with its purposefully directed alterations over time. An analysis of the integrity of design involves an array of factors including its intended form and massing, fenestration, architectural detailing, construction materials, technical approach, spatial coordination, condition, and evolution over time. Notwithstanding the currently applied facade screen that obscures most of the building as a protective and ornamental envelope system, the basic form and appearance of the building as a three-sided visual presence underneath are still present that render it readable to its 1959 precedent, in spite of losing relevance to its original designers. This is unlike the Pheil building next door, which depends solely on its frontal façade for providing integrity. For the purposes of this report, design integrity assumes that the first floor arched fenestration openings are still extant, which requires exposing it from its present effects as part of latent alterations. Support for a positive finding derives in part also from its original frontal and east elevation footprints that are fairly intact as one would observe an aged building. The earlier reinforced concrete columns and tile walls were improved later with additional steel framing for the upper stories.

Without factual evidence yet determined or yet observable for certain critical elements, CNB is assumed to retain a *barely sufficient amount of its historic design integrity*, based on a simple visual evaluation that evaluates intact, diminished, and missing design component categories from 1959 (see Character Definition Comparative Table, below). In this case, only 15% of its character-defining design component categories appear to remain, while 54% are seriously diminished, and 31% are missing. It is recognized that the building's intrinsic design integrity has certainly suffered, even from its late second design period, and only a minimal amount of detailing fabric from that period remains, yet its own historic significance and importance to the City of St. Petersburg tends to increase the parameter of findings for design integrity, at least for some future reference and documentation. Nevertheless, and as partially stated, integrity of design is positively determined because of the strength of the intact and diminished design component categories that tend to carry those that are now missing, and perhaps have potential for restoration, referencing, or interpretation. This is better understood as part of the distinct design periods, evaluated below.

CNB Character Definition Comparative Table		
Early Second design (1923)	Late Second design (1959-alt.)	2016 *
1. Italian Renaissance	1. Diminished Italian Renaissance	1. Diminished
2. Rectangular footprint, clipped façade, 7/3/1 bays	2. Diminished	2. Diminished
3. Five stories with mezzanine	3. Diminished	3. Diminished
4. Roof parapet	4. Diminished	4. Diminished
5. Roof cornice/eave	5. Intact	5. Missing
6. 2nd story ornate fenestration design	6. Missing	6. N/A
7. Triple double-hung windows	7. Diminished	7. Diminished
8. 1st floor arched window openings	8. Diminished	8. Diminished (if present)
9. 1st floor traditionally divided windows	9. Missing	9. N/A
10. Second floor balconies	10. Missing	10. N/A
11. Wall clock	11. Missing	11. N/A
12. Upper-level cornice molding	12. Intact	12. Intact
13. Parapet tile inlay	13. Intact	13. Intact
14. Two wood/glass entry awnings	14. Intact	14. Missing
15. Window awnings	15. Missing	15. N/A
16. Raised panel bands	16. Diminished	16. Diminished
17. Wall Sign	17. Intact	17. Missing
18. Interior	18. Intact (ongoing renovations)	18. Missing
-33% character-defining remarkably intact -39% remarkably diminished -28% missing		-15% character-definition remarkably intact -54% remarkably diminished -31% missing
* Assumes removal of the facade screen.		

The above table reveals how notable characteristic features have been affected over time, for example, in considering the following:

- the rectangular footprint form of the street elevations with clipped frontal façade are still discernable dating mostly to 1912 and the original architect Willis R. Biggers;
- the downward slope of the building's first floor from north to south, with its associated foundation height tapering is still evident from the 1912 construction;
- the six-story height is discernible dating to 1923 and the alteration architect Francis J. Kennard;
- the engaged pilaster columns remain, mostly dating to 1912 up to the third floor though currently hidden at the first floor behind marble and cementitious panels;
- the roof parapet and polychromatic tile inlays remain dating to 1923;

- the raised panels (signage bands) between second-fourth floor pilaster columns (1923) are partially discernible;
- the window cornice molding is discernible above fifth floor window bands dating to 1923;
- the marble foundation panels (plinth course) at ground level have become historic dating to 1940;
- the first floor classical window openings dating to 1912 with fanlights may still be defined;
- the second design period one/one windows (deteriorated) and configurations are still present;
- the 1951 metal windows on the first floor remain; and
- the second to fifth floor window openings remain and are defined dating mostly to 1936.

The above findings of integrity should also be balanced with those features that were significant, but where integrity is missing or severely compromised, including:

- the direct addition of parking garage to rear;
- the diminished roof parapet decorative elements including relief panels and finials (1923);
- the diminished raised panels between second and fourth floor pilaster columns (1923), and between the first floor plinth bases dating to 1912 (if found to be missing);
- the cornice eave (1923) removed;
- the wood and glass entry awnings (1923) removed;
- the loss of original west wall extent (1912 and 1923); and
- the interior (1959) at nearly a full scale loss.

Design Periods. The original construction from 1911-1912 represents the *first design period* lasting until 1922 when a squat, yet robust three-story building with finely designed elevations and rare clipped corner facade that served two major thoroughfares revealed a strong Mission styling; essential corner tower expressions further anchored the building to the site, while also giving it an opposing vertical thrust. Each floor revealed its own personality including the dominant first floor with its vibrant orchestration of transparency with mix of retail uses that opened up the building even more. The mix of non-banking offices during this early period reflected a robust tenant base of professionals from various disciplines. This original design period lasted until 1922 and is *no longer extant* nor appropriate for considering it as a treatment reference period, and therefore does not retain integrity.



1912 design



1923 design



1959 design

The *second design period*, which is actually two periods from 1922-1959, resulted in two actual stories being added and the overall styling of the building changed to reflect an interpreted version of Italian Renaissance as influenced by contemporary Mediterranean

Revival precedents; this stylistic blend would have been more acutely favorable early on given the high profile of the building being a banking institution, and its thematic recognition having broader appeal to the growing consumer base, which favored traditional design as symbolic of strength and familiarity. The growing financial holdings of the bank also prompted tighter security measures brought forward by a newer physical design that limited access and bolstered the building with a reinforced structure. The elimination of the Western Union office in 1927 at the south end of the first floor allowed even more banking space.

The 1923 addition of the upper two stories to the building, and the transformation of its exterior styling are together a remarkable design intervention in and of themselves. Since no building plans or specifications are known to exist for any of the building's iterations, there is a possibility that the internal structural elements could offer clues as to how building floors were added in the 1920s. This includes the transition of the tall first floor and mezzanine space into two separate floors. The building could also offer clues as to its earliest design and a comparative visual ledger of how building materials and construction techniques changed between periods as high-rise building technology became more prevalent and trustworthy.

Now at six actual stories (five external), the former hipped roof clad in Spanish tile was relieved by a flat roof with what looked like a divided parapet (still extant) with added decoration and a redesigned eave/cornice. The early three-bay divisions along the Central Avenue façade and the seven along 4th Street North are still viable today. The first floor windows became more classical with a higher radial muntin styling.

By the end of 1959, the building transitioned to a streamlined design near to its present, obscured aesthetic. Alterations over the nearly 40-year period included developing attachments to the rear of the building in the form of parking facilities, beginning a process of changing the building's physical presence on the site as it responded to post-Great Depression and World War II attitudes. The decorative parapet finials were removed, along with the exterior wall clock, while variegated black marble gave a strong anchoring to the first floor base plinth spaces below metal window systems that now replaced the highly glazed, more classically traditional system. The first floor fanlights were also enclosed, and are assumed to remain in their opening definitions behind the existing cementitious panels. The decorative balconies and doors that served a continuous run along the second-floor were replaced with triple, double-hung window sets. The individualized character once evoked between floors disappeared to become homogenous throughout the building as part of the streamlining, without much differentiation. The result is that the overall very basic configuration and design of the building from this second period still remains today, with the clipped frontal façade also present, though several important architectural detail features that survived the second period are no longer extant in the third period discussed below.



Photo above indicates design elements no longer extant (yellow highlights) from the second design period.

Beginning in late 1960, the *third design period* was being implemented with the installation of the facade screen to provide a protective, ornamental cladding over the building that completely changed its appearance from an articulated traditional relief, to one that is non-descript and boldly sheer with no meaningful transparency retained, except for the first floor, which had already been modernized. Glimpses and hints of the actual building façades through the openings of the façade screen are still discernible during certain times of the day, aided by sunlight and shadow. More additions in the form of office space and parking facilities were added to the rear as they encompassed the adjoining rear lot across the alley, expanding the building's footprint, and therefore its spatial design.

Perhaps the most significant effect during this period was the removal of the upper cornice/eave, leaving behind an unbalanced parapet extension, which renders the building incomplete when considering proportional soundness. While the underlying form of the building was only slightly altered with the addition of the facade screen, its attachment at numerous points has likely rendered measurable damage to the exterior façade and perhaps the quality and condition of the outer shell after years of wind shear and force, water and damp penetration, rusting and corroding metal, and neglect. In addition, the facade screen combines the taller, adjacent building making them both appear as a unified single building entity without bias to historic surface articulation and surface modeling differentials. Only geometric block scale and juxtaposition can now be evaluated from the

street view as a comparative between the two buildings without benefit of aesthetic prescriptions.

Reference Design Date. If the period of significance for the building spans from 1911-1959, then the character-defining features are better revealed by choosing between two significant dates of alteration as the building appeared either in 1923 or 1959 (both part of the same design period), and comparing that date with how the building appears at the time of this report. In this case, the appropriate date of reference decisively defers to its late 1959 presence. It is understood that a robust, costly restoration/rehabilitation could take it back to its 1923 precedent, and much of the added facade screen appears to be reversible; however, the extent of any ultimate exterior restoration or rehabilitation is a feasibility issue not considered under this report.

The building's 1959 presence appears to be the most reasonable calculation for measuring a restored historic design, as it has the most integrity remaining today, including its technical achievement of adding the two later stories. In this case, the added marble panels to the base of the building may also have become historic in their own right as a common treatment for street levels of urban buildings, depending on what a future exploratory examination may reveal. These marble panels were then mimicked later at the base of the neighboring Pheil Hotel building. Based on close examination, the marble appears to be failing, and was applied in tandem with other cementitious vertical panels that now cover the plinth and pilaster recesses, planes, and bulkheads.

Physical Condition. Design integrity also considers physical condition, which will also be referenced in a limited manner under materials, below. The 1959 integrity of design reflects a reasonable, streamlined reconditioning that is still powerful enough to retain integrity of this historic design date. Now, depending on the physical condition and structural stability of all components combined as stated, it must be considered that the present building that is left under the facade screen would require extensive rehabilitation to sensitively retain what integrity may be left. According to two 2016 reports (Appendix D) by the building owner's architectural firm of record, Robert Reid Wedding, restoration or rehabilitation of the CNB building "*may not be structurally possible due to the major interventions of 1960 and 1982.*" The author of the report also indicates that "*To return parts or all of these buildings to a design that mirrors previous historic concepts would constitute a "total reconstruction" with period materials and details no longer achievable.*"¹ The architectural firm also indicates that a successful restoration of the building is limited by the lack of available design and building construction data. It is important to note that this architectural firm has been associated with the CNB building since 1970, suggesting a strong familiarity with its historic fabric and structural condition. However, there is no decisive determination presented from a technical standpoint regarding the stability of the structure and materials, which tends to default to a staff determination of *sufficient design integrity*. In essence, the findings reveal that the building currently resting behind the façade screen is fairly recognizable according to its 1959 design.

NOTE: One aspect of the existing building design is how to consider the facade screen from a historic standpoint. One must also consider its historic significance from its association with Post World War II building modernization methods and

¹ See *Report of Architectural Findings*, by Robert Reid Wedding Architects & Planners, AIA, Inc., dated February 23, 2016.

technology. If the façade screen was an attempt to serve as a sun screen, then the documented history of the building that reveals the use of exterior awnings would seem to be preferred today. While some may regard the 1960 metal structure as inappropriate as applied to a traditional, aged building, and detrimental to its original building fabric and character, the use of this type of technology to simply transform—and arguably protect a building should not be dismissed, especially since it has been attached to the buildings for nearly 60 years, and therefore, meeting the age criterion for historic significance consideration, as well as, criterion 1.(f) of Section 16.30.070.2.5.D of the City Code regarding method of construction.

When applied, the aluminum components were to accommodate building expansion and contraction, as well as, sway and movement, among other factors such as environmental controls. At the time, architects responding to the movement referred to as New Formalism used metal screens in this manner for adding ornament to their buildings as a way to address common criticisms related to what was seen by many as limitations of Modern building design. Installed in 1960, and as a matter of record, it has become historic in its own right as a 56-year old structure, which leaves the question of its significance. While there are varying opinions regarding the aesthetic impact of the facade screen on the historic building and its general visual aesthetic along the Central Avenue corridor as it affects the urban core, the technology applied to its installation to such a degree is a rarity in the City, and therefore significant regardless of any visual appeal or denouncement. Indeed, soon after its installation, the St. Petersburg Evening Independent newspaper referred to the newly installed façade as “*the beautiful screening job the First National Bank has put on...*”² Of course, the merit of the aged building facades beneath the metal screen panels tends to trump most notions of historic significance for the 1960 structure, since the ongoing public discussion about the importance of the original building that is still extant underneath the facade screen also leans that way, indicating a deference to the earlier, rather than later design periods.

However, the architectural firm of Robert Reid Wedding notes in their report (Appendix D) that several of the catwalk structural components are detached, and at least 50% of the x-bracing appears to be missing. Regardless, while its own physical integrity is questionable after such a long tenure, and its technology is likely outdated under today’s requirements, it is difficult to argue that its application in this case, is not historically significant, though its less-than permanent application over a more significant permanent building appears as a disqualifier.

- **Setting:** The setting, or character of the immediately surrounding area appears to *lack sufficient integrity*. In this case, the term setting mainly refers to the lot or block upon which the building sits, however, a limited reach of the surrounding area can also be considered to establish a connective context. The juxtaposition of the CNB with the neighboring Pheil Hotel building from an exterior perspective is still present as a hidden relationship, but severely diminished due to the opening up of the internal spaces that speaks to the exterior setting. There is no highly discernible, outwardly visible joining of the two interior spaces,

² St. Petersburg Evening Independent, 1961 (Oct), p. 1.

however, the factual admission of this circumstance also renders a diminished setting as the two spaces awkwardly effect a different street scheme than if they were still two separate buildings—one as a bank, and the other as a hotel with ground floor retail. The rear of the CNB building has lost its open alley connection with the addition of parking garages which distort the spatial relationship of the 1959 historic setting.

The immediate spatial setting problem is accentuated by the unification of the two buildings into a single entity with the facade screen. The addition of the screen certainly changes the context of how the buildings along the street relate to each other and to the street.

The integrity of setting could also be informed by the placement of the buildings at the Central Avenue and Fourth Street intersection where commerce and business are the ongoing, identifiable experiences to be transacted, yet the typologies of building types and uses have changed here. It may be fair to suggest that several key historic buildings within this defined setting have been razed, and that this scenario adds to a diminished setting. This is especially represented in how the early buildings of Block 30 have been razed, changing into dedicated parking facilities, and how a new high-rise office building is now situated across Fourth Street North, east of the CNB. Many historic buildings that continue to serve a similar historic commercial/office intent such as occurs north across Central Avenue would bolster the primary setting of the CNB and Pheil Hotel buildings, yet the loss of the historic commercial strip of buildings along the main block negates this benefit, unless buildings of similar design, size, and scale, and of course—use—are to be reconstructed.

Considering how individual pieces of the larger physical mosaic of the business district have continuously turned over and been influenced by technological, economic, political, and social forces throughout the history of the City, the morphology of the buildings that make up the setting where continual change becomes an important part of the historic landscape, a notion of acceptable change occurs over time. In this case, important buildings have been demolished and replaced with a much different physical character and use profile that alter the historically relevant setting of which true physical integrity of the historic setting is no longer available.

- Materials: The building's exterior should retain key materials as related to its 1959 design for a positive determination of integrity. The architectural firm of Robert Reid Wedding, in their report referenced above, identifies numerous missing elements including:
 - approximately 50% of the decorative banding and pilasters from the east façade, and approximately 40% from the north façade;
 - upper cornice and brackets;
 - rooftop balustrade/pediment;
 - wood/glass entry canopies;
 - various missing interior elements.



a. Cracks in west support buttress of CNB



b. Damage to CNB façade with façade screen attachment.



c. CNB panel band deteriorating with spalling finish materials.



d. CNB pilaster covering deterioration at first floor.



e. Deterioration of CNB façade screen soffit.

The roof/cornice eave, entry awnings, wall signs, and the interior are known to be missing. Most of the he wood window sashes are extant, but they are severely deteriorated, with some having been replaced with incompatible metal frame systems. The physical condition of the building's historic outer shell materials appear to be severely compromised due to age and purposeful damage that was not sensitive to the building as a valuable asset. Though the building's shell form is basically extant from 1959 when considering a percentage of the forms of structural framing, windows/window framing, and exterior wall surfaces systems (except for the outer west wall), one nearly complete wall is missing, and there does not appear to be sufficient extant key materials for maintaining a positive integrity. Extant

remnants and full features of certain finer architectural details materials are present enough to err on the side of barely sufficient design integrity, but do not allow the building overall to rise above a minimum standard for preserved materials which leads staff to a determination of *insufficient integrity of materials* at this time, especially given that both sets are observed to be in fair to poor condition (see photos above). This includes visible cracking and spalling of the structural walls and architectural detailing, as well as, obvious pitting of water tables and ledges, peeling paint, deteriorated wood, and evidence of wood destroying organisms, as also noticed by the Robert Reid Wedding firm.

There is an obvious concern of how any rehabilitation treatment would compromise these materials given their deteriorated condition. Another concern is how the integrity of the extant historic materials would be affected by the removal of the facade screen and its attachments at numerous points, and especially how the stability of the original tile wall structures will be affected; it is important to note that the architect of record, Robert Reid Wedding suggests that these wall structures could already be severely compromised. The attachment points of the façade screen appear to be formed with metal angle plates and lags, the latter penetrating to the building's interior; these are then accompanied by what appear to be concrete "built-up" cleats. To further inform a determination of physical integrity, laboratory/scientific testing of materials would have to be performed by qualified experts that go beyond mere visual observance. It must be noted that there is also an apparent complete insufficiency of integrity of interior design and materials compounded by problems of functionality and interdependency between structural spaces. Also, refer to the discussion of the facade screen under design, above.

- Workmanship: The workmanship of extant exterior historic building materials as they relate to the design of the building is partially evident where it can be evaluated above the first floor. Without the benefit of revealing the building's street facades in their entirety without the facade screen, an informed evaluation of integrity of workmanship suffers, forcing one to consider compact sections and visible run formations from within a narrow catwalk at selected floors. Nevertheless, close up examination of exterior walls does reveal a *sufficient integrity* of early St. Petersburg workmanship with regard to stucco application, molding formation, window profiles and assembly, and decorative tile inlays on a commercial building that is affected by time, wear, and neglect. Later craftsmanship is evident along the first floor with the installation of plinths and the 1951 windows. While cracks and other forms of deterioration are present, and lacking appropriate materials testing at this time, there does not appear to be any critical failures observed to date that would jeopardize the integrity of this extant workmanship. The workmanship that went into the facade screen installation does appear to have been performed without sensitive consideration for what was likely not considered a historically significant building at the time.



a. CNB clipped façade cornice molding and tile inlay frieze/parapet.



b. CNB east elevation revealing stucco and window profile.



c. CNB clipped façade revealing wood windows and deco panel.

- **Feeling:** With the facade screen attached, there is no meaningful historic feeling and sense of place emitted by the historic building. Notwithstanding certain diminished characteristics, and if the facade screen were to be removed, the still-extant architectural character of the CNB building would likely be recognizable today as an early important commercial building from the first decades of the twentieth century. The building's ability to express its historic place in the development of St. Petersburg simply by removing the facade screen represents a *sufficient integrity* of feeling that is to be expected from a building of its age, stature, and location.

- **Association:** The integrity of association of the CNB with both the earliest and more recent financial banking in the City, the 1920s development of downtown, and the Great Depression in St. Petersburg *is still present* since much of the building's basic form is still extant. This is supported in that the historic facades retain a modicum of representing the building's banking history up to 1959, while creating a new association of modernization beginning in 1960 when the building was adorned with its facade screen. The building's approximately 100-year use as primarily a banking institution until its latest vacancy also creates a critical and rare linkage to be found remaining in the City with historic events that helped to shape part of its history.

The applicant has indicated associations with the early founder and officers of the financial institutions that occupied the building; however, these associations appear to have lost their meaningful place as a result of the bank's ongoing alteration and corporate histories. The existing building offers some integrity as a testament to the volatile nature of banking through decades of physical and economic change. While the building, as is, and as a physical specimen does not deliver these latter associations directly, its presence does lead to, and make available, an informed understanding of the historic cultural landscape through research.

Context and Background

See the "*Central National Bank and Pheil Hotel and Theatre*" history report in Appendix C.

Determination of Eligibility

Staff finds that the Central National Bank building meets three of the nine criteria for historic context, and five out of seven factors of integrity. Therefore, the Central National Bank building, located at 400 Central Avenue, is *eligible* to be designated as a local historic landmark.

Part 2: Pheil Hotel and Theatre (Pheil Hotel)

Preliminary

Under the guidelines for identifying historic properties, the Pheil Hotel and Theatre property (the “Pheil Hotel”) is classified as a *building* within overlapping local contexts of architecture and history. Thematic overlaps attributable to the building are represented through areas of architecture, commerce, community planning and development, and economics, and settlement. At a total of 12 stories, it was the tallest building in St. Petersburg when its construction began in 1917, and is considered to be the first skyscraper in the City, incorporating modernized methods and technologies for erecting tall buildings designed according to an evolved Commercial architectural styling. It also retains a significance of association with one of the City’s pioneers, Abram C. Pheil, who was an early mayor and the first private individual passenger ever to complete a commercial airline flight. Its important associations with architects William S. Shull and Edgar S. Ferdon are also noteworthy.



Alteration Summary

The Pheil Hotel and Theatre building has undergone extensive, ongoing alterations from 1924-2000, though the biggest percentage of changes included the interior spaces and the storefronts, and of course, the installation of the facade screen. After the façade screen installation in 1960, most of the alterations were to its interior spaces and the west elevation, as the building was rehabilitated to combine it with the neighboring CNB building. The building reflects three distinct architectural periods from its original construction that include: 1) 1917-1924; 2) 1925-1958; and 3) 1959-present. The original construction period endeavored a four-story building at first that was slowed in its progress due to various events, eventually being completed in 1924. The architectural styling of the building resulted in an overlapping of high profile, urban commercial specifications that also referenced Italian Renaissance influences laid upon the more modern Commercial styling under which many of the emerging downtown core buildings in various cities were being developed. The Pheil Hotel’s character was derived from its numerous components such as a blend of uses attributable to the building and the effect it had on the community, as well as, its frontal façade features and overall tripartite design and the feeling it evoked as a reference to a fluted classical column.

The two-story theatre with its two-story dome (later three-stories) and the array of storefronts below two floors of hotel rooms were already open for business in 1919, with the hotel reaching its eleventh and tallest full floor in 1924, which also included a 12-story elevator penthouse resembling an Italianesque cupola. This appearance of scale and height on the early downtown St. Petersburg altered the Central Avenue corridor and the City’s skyline early on, from which others were already following.

From 1925 until 1958, the building remained fairly stable in its appearance, except for the first-floor storefronts that were under constant renovation, the alterations of the domed theater roof in 1935 and 1943, and the addition of ever-larger rear parking facilities. Early on, Pheil’s original

three-story building abutting the hotel to the west was used as an annex for an additional 35 rooms, and was accessed through an interior archway from the second-floor lounging area. Exterior signage was also in constant flux, and the hotel was closed for a brief time during World War II in order to serve as a barracks of sorts for itinerant military personnel.

From 1959 to the present time, nearly all of the changes that reflect the building's current condition and status of historic fabric and use losses up to adding the facade screen in 1960 are apparent today. During this timeframe, a larger garage complex was also added to the rear, the metal and glass frontal entry awnings were removed, and an arguable unified building form was created out of the combination of the several adjacent structures. As a result of this extensive set of alterations, the architecturally important cornice eave was also removed, and the theater demolished in its entirety. A new 12-story elevator tower and a new entrance were also added to the west elevation, replacing the historic elevator and penthouse structure at the southwest corner, though most of the historic footprint remains. After 1967, the neighboring CNB building interior was merged with the Pheil Hotel internal spaces to create a single interior flow, albeit awkwardly due to a floor differential between buildings. Additional alterations to the interior were ongoing until the building's vacancy in 2005. As of the date of this report, the building is noticeably affected by deterioration.

Age/Period of Significance

As part of the first test, the Pheil Hotel *meets the 50-years of age* minimum requirement for local designation since it was finalized for construction in 1924, therefore rendering it to have an effective age of approximately *92 years old* from its completion date, and is one of St. Petersburg's oldest extant commercial buildings. Since construction of the building began in 1917 and was sharply delayed by economic, political, and natural events, as well as, the untimely deaths of its owner and original architect, it renders a period of significance that begins in 1917, as the first stories of the building were being constructed into a theatre.

The period of significance for the Pheil Hotel then, spans from 1917-1958, which allows for a reasonable focus on historically significant iterations of the building up to when it was obscured by the facade screen. While significance of commerce, technology, community planning and development, economics, and settlement fairly survive with the tenure of the building within its overall contextual patterns, the architecture reflects varied effects that are less intact holistically. The 1960 facade screen rendered a negative physical and aesthetic impact to the more historic building that does not encourage an expanded period more recent than 1958. The most appropriate treatment/reference date, then, appears to be how the building appeared in 1958, with the understanding that certain elements such as an existing storefront ensemble and roof cornice may not be required to achieve positive restoration or rehabilitation.

Significance Criteria (City Code, Section 16.30.070.2.5.D.1)

Also under the first test for designation, at least one or more of nine criteria must be met. In some cases, overall historic importance of a property elevates an apparent lack of physical integrity.

Are Historic Contextual Criteria Met?								
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
Y	N	Y	Y	Y	Y	N	N	N

The applicant marked five of the available criteria as being met, while only providing narrative for three, as follows:

(c) it is identified with a person who significantly contributed to the development of the City, state or nation;

The applicant references Abram C. Pheil who began construction of the subject property and for whom it was named, was an early City mayor, leader, and businessman, and who was also considered to be the first private passenger on a commercial airline flight in history. Pheil was instrumental in advancing quality development of Central Avenue westward and for wanting to enrich the City through quality building design without abandoning tradition, and this association remains, especially since the Pheil family still retains a form of ownership of the property. Please see Appendices B and C for additional details regarding former Mayor Pheil.

(d) it is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;

The applicant suggests that two early architects, William S. Shull and Edgar Ferdon, are both important to the development of the Pheil Hotel and Theatre. The importance of William Shull as its architect is significant in that he was responsible for the original design of what would become the tallest building in St. Petersburg at the time using a modernized technology of reinforced concrete and masonry curtain walls. Though not apparently using steel framing, his design would become the City's first skyscraper, usually a term that is identified with buildings reaching over ten stories in height that accommodated elevators; steel framing would become more prevalent later. Shull's influence is also seen on his other designs, which include the 1921 Hotel Cordova and 1922 electric Power Plant in St. Petersburg, and the First Church of Christ Scientist in Tampa. Shull's early design character is still evident in the scale of the building and the carrying of its strong façade.

Due to Shull's untimely death in 1922, Ferdon, who had been hired by Pheil in 1921 as the project's supervising architect, took over both the design and construction management of the building. It is likely that his broad influence from regional and national architectural design, as well as, flair for embracing emerging Modernism trends resulted in the ultimate design of the building upon its completion in 1924. Ferdon was responsible for several high style Craftsman homes in St. Petersburg's North Shore neighborhood, as well as, the First Congregational Church and the 1920 First Baptist Church here. Therefore, Ferdon is also included as an important architect associated with the Pheil Hotel.

(f) it has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

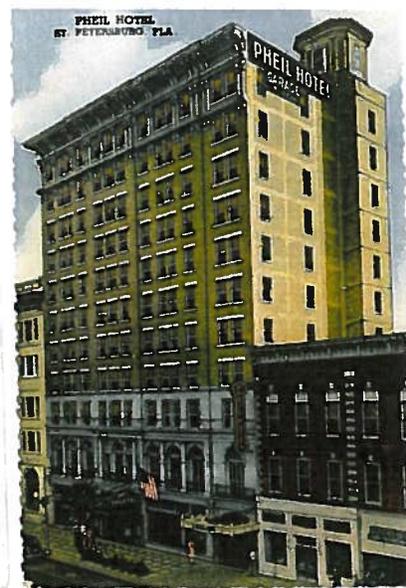
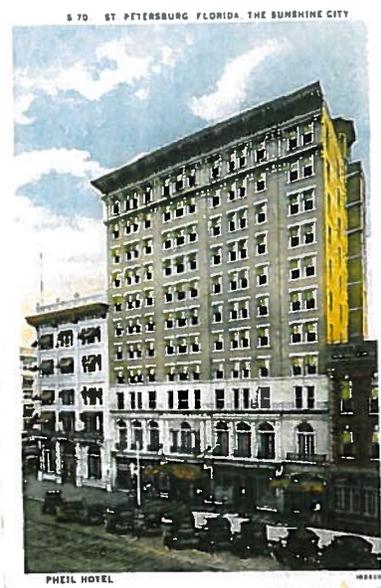
The applicant suggests that architect William Shull designed the Pheil Hotel as the City's first skyscraper that remained the tallest building in St. Petersburg until the 1960s. The applied architectural design that incorporates a hybrid of trending commercial architectural styles from the 1890s through 1930 are evident of Sullivanesque and Chicago style elements, with other characteristic reveals reaching

to Italian Renaissance influences. The obvious reasons for the building's multiple influences stem from the untimely deaths of both Pheil and Shull, and their replacements by Pheil's son Abram L., and Ferdon. Since it took over seven years to complete, changing materials, technology, and local building practices also influenced the final design during that time. The building is important as one of the first indicators of this trend toward a commercial architectural style for tall buildings that appeared in rapidly growing cities evolving out of their low profiles and quaintness, as well as, the largest cities in the United States. It is also a rare type of commercial building still extant in the City, and along a commercial corridor area where they were similar buildings were prevalent, though these have been razed and are no longer extant.

Additional criteria added by staff that are relevant to this application.

- (a) its value as a significant reminder of the cultural or archaeological heritage of the City, state or nation;

The importance of the building in the downtown core should not be understated. As the City's first skyscraper using leading technological advances of the time, the emergence of the building is strongly suggestive of the development and progress of the City as economically viable and successful; this would be followed by other high profile constructions such as the Snell Arcade, Vinoy Hotel, Pasadena Estates, Granada Terrace, modernization of the City infrastructure such as the paving of Central Avenue, and rampant real estate development. The building's presence along the Fourth to Fifth Street North segment of Central Avenue where land values were some of the highest at the time emphasized the importance of the location and the building that would become a focus of downtown urban life. Its proximity to the high style, open air post office and the neighboring Central National Bank strengthened this nodal area as a community gathering place. The importance of the Pheil Hotel is also emphasized in the building's appearance on post cards, two of which are shown below.



(e) its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

The applicant references the importance of the Pheil Hotel’s architecture, and that it retains much of its historic integrity, but did not provide a narrative reference link. Staff concurs that the pre-1959 architecture of the building is significant in that it was still readable as a historic building given what may be a reversible condition of the facade screen, and the potential for restoration to its most minimal historic appearance of 1958. The leading question to answer is whether the building is currently readable as a *significant* historic building. While some of its many minor elements are deteriorated or missing, its frontal façade bank of window openings are present, including the second floor arched fanlight opening with highly ornamented trim work. Multiple cornices and string courses are also still extant, as are the ornate eleventh and twelfth-story façade detailing. There are also highly recognizable Vitruvian scroll bands, and other architectural terra cotta pieces (e.g., intaglios and floral rosettes) present on the frontal façade that apparently reveal high integrity. Much of the pressed brick from the frontal façade is present, as are the heavy fenestration lintels and sills, served up with purposefully designed keystone configurations in a whitish concrete. It is also significant in that these historic elements that are extant, represented a fair condition at the time of adding the facade screen, of which little of the form has been modified since.

Integrity Criteria (City Code, Section 16.30.070.2.5.D.2)

The second test involves the property’s integrity, of which at least one or more of seven factors of integrity (i.e., location, design, setting, materials, workmanship, feeling, and association) must be met. In most cases, the integrity of feeling and association by themselves rarely merit a property being eligible for designation, since they often defer to personalized experiences, emotions, and perceptions that all vary among individuals and groups.

Is at Least One Integrity Factor Met?						
Location	Design	Setting	Materials	Workmanship	Feeling*	Association*
Y	N	N	N	Y	Y	Y
*Must be in addition to at least one other factor						

The applicant does not methodically discuss integrity factors, limited to providing a narrative reference that the Pheil Hotel has “significant integrity” regarding six of seven factors (setting omitted). Integrity of the Pheil Hotel building is sufficient if the existing building, not necessarily composed in its entirety and completeness with its array of historic elements, results in a reasonable opportunity for revealing its historic significance to a determined period or date. It is important to note that in a 2001 Historical Structure Form (Appendix F), the Pheil Hotel, referred to as the First Union Tower was determined to be ineligible as an individual local landmark due to the covering of the original building with the facade screen. The form suggested that it was eligible as a contributing property for district designation because of its early construction date.

Because of the strength of the frontal façade that would likely be reasonably recognizable from how it appeared by the end of 1958 with regard to historic significance, staff determines that the Pheil Hotel *retains a sufficient degree of historic 1958 integrity* for location, workmanship,

feeling, and association where characteristic features are still present and observable (assuming removal of the facade screen). Since the questions of integrity are required by City Code, the following staff analysis examines each factor more closely, as follows:

- Location: The original Pheil Hotel location has not changed, though its footprint from 1958 is not fully intact at its south and west elevations. The highly visible, and most relevant north facade footprint is sufficiently intact to merit a determination of *positive historic integrity*. The south and west elevations reveal additions that have affected the discernable spatial configuration as they were adjoined to an open alley, and as abutting a row of low- to mid-rise buildings that have been demolished and replaced with a parking lot. The original three-story projection room that extended from the rear of the building is no longer extant. These elevations therefore, have no sufficient integrity due to the demolition of a large percentage of the historic walls and their original footprints and the addition of the 12-story elevator tower and other structures. It must be noted that the west elevation was originally related to an adjoining building which, up until at least 1976, hid the lower four stories of the Pheil Hotel with its own facade and building structure. Because of the overriding significance of the Pheil Hotel, and in spite of the insufficient integrity of less observable elevations, the *integrity of location remains* because of the extantcy of the overall structure and the single primary frontal facade, where the predominant array of historically rich architectural features do remain intact.
- Design: The design integrity of the Pheil Hotel is quite diminished though some integrity appears to remain on the existing frontal facade above the first floor. The building still retains its 12-story height constructed of reinforced concrete and brick curtain walls, though modifications have been made to this system over time, including significant alterations of the south, east, and west walls. The lower half of the east wall is considered to have no integrity. The design of the Pheil Hotel building is evaluated for how it was originally constructed compared with its purposefully directed alterations over time. An analysis of the integrity of design involves an array of factors including its intended form and massing, fenestration, architectural detailing, construction materials, technical approach, spatial coordination, condition, and evolution over time. Notwithstanding the currently applied facade screen that obscures most of the building as a protective and ornamental envelope system, the basic form and appearance of the building relating to a 1958 precedent is dependent on the frontal facade. While some of this frontal elevation and its design detailing are still readable, the pedestrian-scale perspective is skewed by the disappearance of the first floor elevation and the change of historic uses. As a whole, the building's frontal facade design is too diminished and not fully relevant to reveal its more contextual designed history, and the lack of integrity of the other elevations reduce further a sufficient nexus between the original architectural rendition and the altered condition.

For the purposes of this report, design integrity would be improved if the first floor fenestration was determined to be extant, which requires exposing it from its present effects as part of latent alterations. Without factual evidence yet determined or yet observable, the Pheil Hotel is assumed to *lack sufficient design integrity* based on use history and a simple visual evaluation that evaluates intact, diminished, and missing design component categories between design periods to the present (see Character Definition Comparative Table, below). In this case, only 14% of its character-defining design component categories appear to remain, while 29% are seriously diminished and 57% are missing. Because of the importance of the Pheil Hotel's design origin, *design integrity cannot be positively determined* simply due to the strength of the intact and diminished design components of a

single building elevation wall that might carry other similarly diminished historic buildings. Design integrity is best understood as part of the distinct design periods, evaluated below.

There is even less integrity when considering the loss of the first floor storefronts. This is in spite of their ongoing changes, which included an array of designs by prominent architects such as William Harvard and Archie Parish. The U.S. Secretary of the Interior's Standards for Rehabilitation for Historic Properties recognizes the loss of historic storefronts as design-critical and contributing significantly to character. It is obvious that the frontal façade is readable as historic, though, as one would observe an aged building through its individual parts. The continually changing storefront represented a peculiar historicity where ongoing change and conversion (but not complete removal) was part of the building's, and indeed the entire Central Avenue retail story, and perhaps even significance. However, the modernized fenestration that has resulted today as an entry rather than storefront or box office, eliminates this critical characteristic element. Even the strength of the remaining upper stories, especially immediately above allows a reconsideration of this loss, but does not allow a positive integrity to come to fruition when considering other related diminutions of character, in spite of any acceptance of the changing first floor façade and its eventual future change.

Much of the original design detailing that occurs on the frontal façade does appear to have integrity as a category, with its subset of materials and workmanship evident. The second floor masonry arched windows are typical of Roman arches bordered by decorated spandrels and consoles that serve as architrave keystone figures. Each arched window configuration is separated by an Ionic order pilaster column. The window band runs for the entire floor length, occurring below a highly ornate cornice entablature with an upper dentil course above a frieze of floral rosettes and intaglios. The Vitruvian scroll (wave) water table that runs as a course above the tenth floor is also present, occurring above and below additional pilaster columns characteristic of Italian Renaissance detailing.

To better understand the value of the extant character, it is important to frame the Pheil Hotel's distinct design periods, evaluated below.

Pheil Hotel Character Integrity Comparative Table		
Original design (1924)	Second design (1958-alt.)	2016 *
1. Ital. Ren./Sullivan-esque/Comm.	1. Diminished	1. Diminished
2. Irregular footprint, four frontal bays	2. Diminished	2. Diminished
3. 12 stories	3. Intact	3. Intact
4. Elevator Penthouse	4. Intact	4. Missing
5. Facade surface materials differential	5. Intact	5. Diminished
6. 2 nd /11 th story ornate fenestration design	6. Intact	6. Diminished
7. Divided windows	7. Intact	7. Missing
8. Second floor balconettes	8. Intact	8. Missing
9. Roof cornice	9. Intact	9. Intact
10. Scrolls, intaglios, medallions, mid-level cornices/molding	10. Intact	10. Intact
11. 1st floor storefronts	11. Intact	11. Missing
12. Theatre marquee, Hotel entry awning	12. Intact	12. Missing
13. Front stick-out sign	13. Missing	13. N/A

Pheil Hotel Character Integrity Comparative Table		
Original design (1924)	Second design (1958-alt.)	2016 *
14. Theatre	14. Diminished	14. Missing
15. Hotel	15. Diminished	15. Missing
-67% are remarkably intact -27% are remarkably diminished -6% of character-defining elements are missing		-14% are remarkably intact -29% are remarkably diminished -57% char-def elements missing
* Assumes removal of the façade screen.		

The above table reveals how notable characteristic features have been affected over time, for example, in considering the following:

- the linear façade and repose as adjacent to the CNB are still discernable dating mostly to 1924;
- the 11-story height is discernible dating to 1924;
- the arcaded window openings with classical detailing are readily visible along the second floor dating to 1920;
- the articulated window architraves at the eleventh floor are visible dating to 1924;
- the ornate lintel (and keystone design) and drip sills are visible dating mostly to 1924;
- the ornate cornice molding is discernible above the second, third, tenth, and eleventh floor window runs dating to 1920 and 1924; and
- the alternating plinth bases and pilasters are readily observable.

The above findings of integrity should also be balanced with those features that were significant, but where integrity is missing or severely compromised, including:

- the diminished Commercial architectural style;
- the diminished original footprint through alterations and additions;
- the loss of surface modeling at three elevations;
- the loss of ornate elevator penthouse;
- the loss of divided windows;
- the loss of prescribed storefronts by 1958;
- the loss of roof cornice and second floor balconettes; and
- the loss of entry awning and metal theatre marquee, signage, and hotel and theatre uses

Design Periods. The original construction from 1917-1924 represents the *first design period* that occurred over several years. The first three floors were constructed to complete the theater section by 1919-1920, followed by additional stories until the building was completed and the hotel opened in 1924. As the tallest building started in St. Petersburg by that year at 12 stories with the elevator penthouse, the hotel's visual design reflected the dynamics of critical event influences in its mix of styling. Though not prominent at the time, and while precise architectural styling is often debated, the Italian Renaissance orchestration of the building cannot be ignored, though it corresponds well to the post-Columbian Exposition and post-war expression of buildings through Louis Sullivan's influence and perhaps the Chicago School of Commercial architectural design. The ornate penthouse for the elevator at the southwest rear corner of the building is curiously Romanesque in its approach. However, none of these styles are complete and firmly inscribed on the building, though these influences are still available on the frontal façade of the building.



The original frontal façade was quite impressive, with much of the decorative design above the first floor remaining today. This includes at first the tripartite elevation textural transitions between terra cotta and pressed brick reminiscent of Louis Sullivan's approach, giving the appearance of three different facades. Though no longer extant in full, the first floor storefront voids and transparencies actually provided a distinctive fourth texture much different than the other stories, yet more akin to the strong Commercial architecture for tall buildings occurring at the same time in large cities. The current treatment of this first floor façade area does reference the earlier storefront design but only minimally, and the historic mix of businesses is certainly far-removed from what appeared earlier. The wide cornice eave extending from the roof line above a band of pilastered window sets of the upper floor mimicked other buildings though it too is no longer extant. The internal theater space took up two floors including the large entry area, and at one time early on revealed a 20-foot high painted ceiling dome. Except for the theater, the upper cornice and the elevator penthouse, much of the original design period frontal façade interpretation value survives intact today, and refers to a later appropriate treatment period, indicated later in this report.

The *second design period* from 1925-1958 lasted more than 30 years and resulted mostly in interior modifications, though the first story storefronts continued to be altered according to the flux of retail activity, eventually being discontinued by 1958. Detailed photographs from this period reveal that the highly ornate fenestration packages and decorative molding and ornamentation from the frontal façade are still very much intact.



Photo with red lines above indicates design elements no longer extant (yellow highlights) from the second design period.

By the third design period, 1959-present, which is actually two periods (1959-1966, 1967-present), the building experienced most of its modifications. This included removing the following elements:

- the theater complex and entry in their entirety;
- the elevator penthouse at the twelfth floor;
- the upper roof cornice;
- the first floor storefronts;
- most of the original windows;
- the second floor balconettes with metal railings;
- the entry canopy awnings;
- the hotel use.

The third design period also included adding the following elements:

- attached rear parking facilities and infill office space;
- the addition of the facade screen façade;
- the addition of a Central Avenue awning canopy;
- the addition of a 12-story elevator tower on the west elevation;
- the replacement of windows with fixed plates;
- the addition of marble panels at the building base;
- an array of exterior neon fixed and moving signage;
- the conversion from primarily a hotel use to a bank and offices and eventually its current vacancy since 2005-2006.

Notwithstanding the alterations above, the outstanding question of reversibility and restoration (also referenced below) of critical architectural elements is important to examine regarding integrity of design. In this case, it appears that the removal of characteristic features may not be as important as the non-historic elements that have been added.

Since the demolition of the theatre was completed over 50 years ago, its restoration becomes less important since the new historic use of the building does defer to banking and office use. Yet, the banking use does not provide appeal from a historically significant perspective where the historic theatre and its prominent entry and box office do. The removal of the hotel use in 1973 is also problematic since most of the building was originally attributed to that type of use and recognition. However, it is common practice during the last several decades to convert historic uses of significant buildings to those that make economic and locational sense when it comes to urban revitalization and preservation (e.g., see Main Street Florida), yet the scope of interior changes leaves little, if anything, of this important spatial organization, and association with historic intent.

The second floor fanlights were enclosed, but their definition remains; it is unknown by staff what is behind any of the existing smoothed panels. The second floor balconettes provided a needed texturing and were essential elements to the historic character of the façade and the interior space of the expansive ladies parlor, smoking room, lounges, and hair salons. Though now missing, these elements are assumed to be readily restored as a minimal reference rather than in exact design extent. The ability of the building to continue to reveal a fair share of its historically designed past is critical but no longer relevant as is. The demolition of the elevator penthouse and cornice, and even the primary 1/1 window and door fenestration package are important losses along with the other changes referenced, are not critical to a final analysis for design integrity. It must be noted that several precedents currently exist in the City where historic buildings lacking critical elements remain significant and locally designated such as the Detroit Hotel, Snell Arcade, the Vinoy Hotel, the Palladium, historic residences, etc.

While certain losses of character-definition results in a diminished integrity, it is important to note that the addition of non-historic elements creates its own set of concerns. In 1960, the installation of the facade screen completely changed the building's appearance from an articulated traditional relief, to one that is non-descript and boldly sheer with no meaningful transparency retained. The scale and presentation of the building was completely altered with this installation. Glimpses and hints of the actual building façades through the openings of the facade screen are still discernible during certain times of the day, aided by sunlight and shadow. This type of *floating* skin was not structurally critical to the building and may not be today depending on the effects from it for nearly 60 years. This lack of structural dependency can often assist with retaining integrity, or create an additional aspect of historic appeal due to it having served as a safety barrier and protection system, yet there is no such evidence here. The over 50-years of wear and pull on the wall structures may now be problematic. The façade screen purposefully unified two separate buildings and altered their scale and visual effects and experiences. Both now appear as a unified single building entity without bias to historic surface articulation and surface modeling differentials. Now, only an altered sense of scale and juxtaposition can be evaluated from the street view as a comparative between the two buildings without benefit of aesthetic intent.

While the underlying form of the building was only slightly altered with the addition of the facade screen, its attachment at hundreds of points has likely rendered measurable damage and changes to the exterior façade, along with equal damage to the quality and condition of the building's masonry outer shell after years of wind and structural shear and force, water and damp penetration, rusting and corroding metal, and neglect.

The post-1959 added marble panels along the base of the building may not have affected a high degree of diminished integrity with their installation, since the changing storefront continuum was so dynamic, and the first-floor façade was dramatically altered anyway. In this case, the added marble panels to the base of the building may be considered historic in their own right as a common treatment for street levels of urban buildings, but seem to fail any test for significance, depending on what a future exploratory examination behind them may reveal.

After considering the facade screen and marble base panels, the added elevator tower and entry areas to the newer west elevation with a smooth stucco finish may have done the most negative damage to the integrity of the building's design and presence than the otherwise removable facade screen. It is unknown how much of this wall has been retained if any, though historically only that portion above the fourth floor was visible from the street. It is important to refer to the architect of record, Robert Reid Wedding, who advises that the latent elevator structure serves as a shear wall structural support and its removal could jeopardize the stability at this elevation. If it were to be removed, then the historic west wall would require significant stabilization.

The compatible flow of the horizontal and vertical lines of the frontal façade were able to be relatively unaffected by the above additions, which complemented the less complex historic design treatment of the upper west wall with its two vertical window runs and elevator tower string courses now missing. This capping of the building in such a way is now lost and the traditional design monument that revealed the presence of the Pheil Hotel as a local wayfinding landmark and permanent site are also lost from a design perspective, and likely not reasonably reversible. The historic openness of this west elevation allowed the rear elevator tower and penthouse to reveal themselves.

Reference Design Date. If the period of significance for the building spans from 1917-1958, then the character-defining features are revealed by choosing between one of two significant dates of its being most relevant from a design perspective, either in 1924 or 1958. In this case, the appropriate date of reference decisively defers to its 1958 presence. It is understood that a robust, costly restoration/rehabilitation could take it back to its 1924 precedent—again depending on the integrity of the building's overall historic materials. As with any building today, all of the missing character defining elements could possibly be restored, and much of the facade screen appears to be reversible; however, the extent of any ultimate exterior restoration or rehabilitation is a feasibility issue not considered under this report.

Physical Condition. As referenced above, design integrity also considers physical condition, which will be discussed in a limited manner under materials, below. The 1958 integrity of design reflects a reasonable, streamlined appearance of the Pheil Hotel that is still powerful enough to reveal its historically significant merit, depending on the physical condition and structural stability of all components combined. This includes the absence of the Pheil Theatre component. Now, it must be considered that the present building that is left under

the facade screen would require extensive rehabilitation to sensitively retain what integrity may be left. It is important to note that while the building, as it currently rests beneath the facade screen may still have integrity, its removal and the act of rehabilitation or restoration could render it too damaged to then retain sufficient integrity. However, since the question of eligibility considers its status herein prior to such activity, then such a determination is appropriate now.

According to a 2016 report by the building owner's architect of record, Robert Reid Wedding, restoration or rehabilitation of the Pheil Hotel building "*may not be structurally possible due to the major interventions of 1960 and 1982.*" The author of the report also indicates that "*To return parts or all of these buildings to a design that mirrors previous historic concepts would constitute a "total reconstruction" with period materials and details no longer achievable.*"³ The architectural firm indicates that a successful restoration of the building is limited by the lack of available design and building construction data, extent of previous alterations, impacts of deterioration/degradation, and economic constraints. It is important to note that this architectural firm has been associated with the CNB building since 1970, suggesting a strong familiarity with its historic fabric and structural condition.

Lacking a thorough structural and materials analysis, the importance of the current condition today remains highly debatable. There are numerous instances worldwide where apparent intrusions of modernism into more traditional settings have caused such debate, yet have been proven to acceptable over time, though this is not likely in this case since deferred maintenance of the underlying building is quite evident. In addition, the condition and physical integrity of the facade screen appears to be diminished, requiring extensive structural and cosmetic repairs. It is unclear at this time if it has better preserved or degraded the building over which it is applied. However, it seems that its removal would allow the underlying building to better reveal itself at least as a fairly intact historic building that still rises above other buildings constructed at the same time. *This is of course conditioned upon determining if the attachments and wear from the structure have not caused irreversible damage.*

NOTE: Any thoughtful analysis should consider the adaptive retrofit of the facade screen for its historic significance because of its age, and its original intent. See discussion of its historic significance under the CNB, above.

- **Setting:** The setting, or character of the immediate surrounding area appears to *lack sufficient integrity*. In this case, the term setting mainly refers to the lot or block upon which the building sits, however, a limited reach of the surrounding area can also be considered to establish a connective context. The juxtaposition of the Pheil Hotel with the neighboring CNB from an exterior perspective is still present as a hidden relationship, but severely diminished due to the opening up of the internal spaces that speaks to the exterior setting. This immediate spatial setting problem is accentuated by the unification of the two buildings into a single entity with the facade screen. There is no highly discernible, outwardly visible joining of the two interior spaces, however, the factual admission of this circumstance also renders a diminished setting as the two spaces awkwardly effect a different street scheme than if they were still two separate buildings—one as a bank, and the other as a hotel with ground floor retail. The rear of the Pheil Hotel has lost its open alley connection with the

³ See *Report of Architectural Findings*, by Robert Reid Wedding Architects & Planners, AIA, Inc., dated February 23, 2016.

addition of parking garages which distort the spatial relationship of the 1958 historic setting. The western buildable envelope of the larger site that formerly occupied a row of early buildings, is now a ground-level parking lot with landscaping. The loss of the Pheil Theatre is a big loss for the building's setting, which was partially created by the vibrancy created by it.

The integrity of setting could also be informed by the placement of the buildings at the Central Avenue and Fourth Street intersection where commerce and business are the ongoing, identifiable experiences to be transacted, yet the typologies of building types and uses have changed here. It may be fair to suggest that several key historic buildings within this defined setting have been razed, and that this scenario adds to a diminished setting. This is especially represented in how the early buildings of Block 30, as referenced above, have been razed, changing into dedicated parking facilities, and how a new high-rise office building is now situated across Fourth Street North, east of the CNB. Many historic buildings that continue to serve a similar historic commercial/office intent such as occurs north across Central Avenue would bolster the primary setting of the CNB and Pheil Hotel buildings, yet the loss of the historic commercial strip of buildings along the main block negates this benefit, unless buildings of similar design, size, and scale, and of course—use—are to be reconstructed. The Snell arcade and the historic buildings to the north across Central Avenue are certainly intact, but seem to relate less to the immediate setting considering the larger loss and present status of the immediate setting.

Considering how individual pieces of the larger physical mosaic of the business district have continuously turned over and been influenced by technological, economic, political, and social forces throughout the history of the City, the morphology of the buildings that make up the setting where continual change becomes an important part of the historic landscape, a notion of acceptable change occurs over time. In this case, important buildings have been demolished and replaced with a much different physical character and use profile that alter the historically relevant setting.

- **Materials:** The building's exterior should retain key materials as related to its 1958 design for a positive determination of integrity. The architectural firm of Robert Reid Wedding, in their report referenced above, suggests that "*all that remains of the original historic fabric is the structural frameworks and exterior cladding, which has also been significantly altered over time and which may not be original materials...*"⁴ The firm also identifies numerous missing elements including:
 - no observable white stone finish remaining;
 - upper cornice and brackets;
 - no original windows;
 - second floor arched transom and French door glazing;
 - decorative banding at first and second floors;
 - original elevator tower;
 - loss of visible brick façade above tenth floor.

⁴ Ibid, p. 10.



a. Deterioration of and deposits on Pheil water table.



b. Missing historic windows.



c. Extent of west addition to Pheil building.



d. New west entry to Pheil building diminishes historic design.

Considering the building overall, because only a portion of the frontal façade remains fairly intact from 1958 in the forms of structural framing and exterior wall surfaces systems, a *lack of sufficient integrity* of the building's historic materials is assumed at this time. Extant remnants and full features of certain finer architectural details materials are present on the rather strong façade (see design and workmanship), but these do not seem to support an increased integrity when the overall design value of the building is weighed, and less than 50% of character-defining material categories remain from 1958. Both historic and newer sets of materials are observed to be in fair to poor condition. This includes visible cracking and spalling of the structural walls and decorative trim, as well as, obvious pitting of water tables and ledges, peeling paint, as also noticed by the Robert Reid Wedding architectural firm. Additional consideration of materials weighs the effects of the removed theatre, hotel, and retail storefront materials that helped to compose the building and give it an essential character.

There is an obvious concern of how any rehabilitation treatment could compromise the remaining historic materials given their deteriorated condition, though the aesthetic and materials value of the architectural detailing is high. Another concern is how the integrity of the extant historic materials would be affected by the removal of the facade screen primary component panels and the secondary component fasteners at numerous points. These attachment points are formed with metal plates and lags that penetrate to the building's interior; these are then accompanied by what appear to be special concrete cleats. Neither

the design-life nor the present failure potential of the structure have been provided in detail. To further inform a determination of physical integrity, laboratory/scientific testing of materials should be performed by qualified experts that go beyond mere visual observance. It must be noted that there is also an apparent complete insufficiency of integrity of the originally designed interior and materials; however, that do not necessarily negate exterior integrity, though the problems of functionality between buildings created are noteworthy. Also, refer to the discussion of the facade screen under design, above.

- Workmanship: The workmanship of extant exterior historic building materials at the frontal façade as they relate to the design of the building is evident where it can be evaluated above the first floor, with special emphasis of the quality of craftsmanship at the second and third floor junction, and the façade run of the eleventh floor. Much of the intermediate pressed brick and mortar are still visible and appear in good condition though not every floor run has been evaluated by staff. Without the benefit of revealing the building's street facade in its entirety without the façade screen, an informed evaluation of integrity of workmanship suffers, forcing one to consider compact sections and visible run formations from within a narrow catwalk at selected floors.

Much of the original design detailing that occurs on the frontal façade does appear to have integrity under workmanship, and to a limited degree, materials, though not from an overall design category. The textured frontal façade reveals handcrafted treatment by masons and carpenters who applied handcrafted components using concrete, terra cotta, and limestone. The second floor masonry arched windows are typical of Roman arches with applied voussoirs and consoles that serve as architrave keystone figures. The central window and door system above the former theatre entry may still reveal its Palladian proportions. It is known that each arched window configuration is separated by an Ionic order pilaster column with detailed volutes that are still extant. The frieze of floral rosettes and intaglios continues to reveal evidence of craftsmanship diversity, along with a long course water table containing a Vitruvian scroll (wave) repeating pattern. This type of workmanship is repeated, though not duplicated along other horizontal floor bands.

Nevertheless, close up examination of exterior walls does reveal a *sufficient integrity* of early St. Petersburg workmanship on a significant commercial building in the City that has withstood the test of time, wear, and aging in spite of its poor condition. While cracks, organic deposits, and other forms of deterioration are present, and lacking appropriate materials testing at this time, there are no apparent critical failures observed to date that would jeopardize the integrity of the extant workmanship. The workmanship that went into the facade screen installation does appear to have been performed without sensitive consideration for what was likely not considered a historically significant building at the time.



a. Looking up to extant cornice molding on Pheil building.



b. Upper floors of Pheil building reveal original pressed brick.



c. Wave scroll molding runs entire frontal façade.



d. Detail of intaglio, medallion and dentil cornice treatment.



e. Second floor Ionic column detail of Pheil building.



f. Looking down on second floor arched window detailing.

- **Feeling:** With the facade screen attached, most of the historic feeling and sense of place emitted by the historic building are not present. Notwithstanding certain diminished characteristics, and if the facade screen were to be removed, the strength of the still extant architectural character of the Pheil Hotel façade above the first floor would likely be recognizable today as an early commercial building from the 1920s. The building's ability to express its historic place in the development of St. Petersburg simply by removing the facade screen that shrouds its character represents a *sufficient integrity* of feeling that is to be expected from a building of its age, stature, and location.
- **Association:** Integrity of association is *absent* regarding the hotel, retail, and theatre uses, since these mainstays have been abandoned and demolished. While a restoration that reverts back to such uses is possible, any accurate depiction according to a period time is highly unlikely given the absence of historic documentation and scope of work needed in contrast with current economic trends and modernization.

However, the integrity of association of the Pheil Hotel as the earliest skyscraper in the City, the 1920s development of the downtown core, and one of St. Petersburg's first mayors *is still present* since most of the building, especially its full eleventh floor is still extant. Active integrity is supported by the historic north facade as still being partially representative of the building's history up to the end of 1958, while creating a new association of modernization beginning in 1960 when the building was adorned with its façade screen, and later with its new elevator tower. The building's approximately 50-plus year use as a hotel with retail and office uses creates an early example of purposely designed mixed use development that helped to define the concept of active urban downtowns in Florida's largest cities when the post-World War I economic boom was in full stride.

Since much of the basic design of the frontal facade expanse above the first floor also appears to be present with some limited integrity, the applicant has suggested an association with its original architect William Shull, and intervening architect Edgar Ferdon, which, in turn, forges an association for the study of its form and the materials as they were applied during the building's construction evolution from a three story building to its ultimate 12-story effective design. The applicant has also indicated an association with the early founder of the hotel Abram Pheil, who was also an early mayor of the City. If the building condition is stable as is, then this association survives due to the chain of ownership by the Pheil family trust that still exists for the extant building. Integrity is still sufficient based on the visible evidence of the history of the site, in spite of the losses of the theater, hotel, and retail uses—three visions originally orchestrated by Abram C. Pheil, and carried on by his son Abram L. Pheil. While the building, as is, and as a physical construct does not deliver these latter associations directly, its presence does lead to, and make available, an informed understanding of the historic cultural landscape through research.

Context and Background

See the "*Central National Bank and Pheil Hotel and Theater*" history report in Appendix C.

Determination of Eligibility

Staff finds that the Pheil Hotel and Theatre meets five of nine criteria for historic context, and four out of seven factors of integrity. Therefore, the Pheil Hotel and Theatre building, located at 0/410/472 Central Avenue, is *eligible* to be designated as a local historic landmark.

PROPERTY OWNER CONSENT

The proposed local landmark designations were submitted by a third party, non-owner of the subject property, Saint Petersburg Preservation. On April 4, 2016, the City received an e-mail from the legal firm of Trenam Law, representative of the subject property owners, objecting to the local landmark designation for the subject property in part, due to the issues of integrity cited in the Report of Architectural Findings included in Appendix D.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed local landmark designations are generally consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The proposed local landmark designation, will not affect the FLUM or zoning designations. The proposed local landmark designation is consistent with the following:

OBJECTIVE LU10: The historic resources locally designated by the St. Petersburg City Council and the commission designated in the LDRs, shall be incorporated into the Comprehensive Plan map series at the time of original adoption or through the amendment process and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

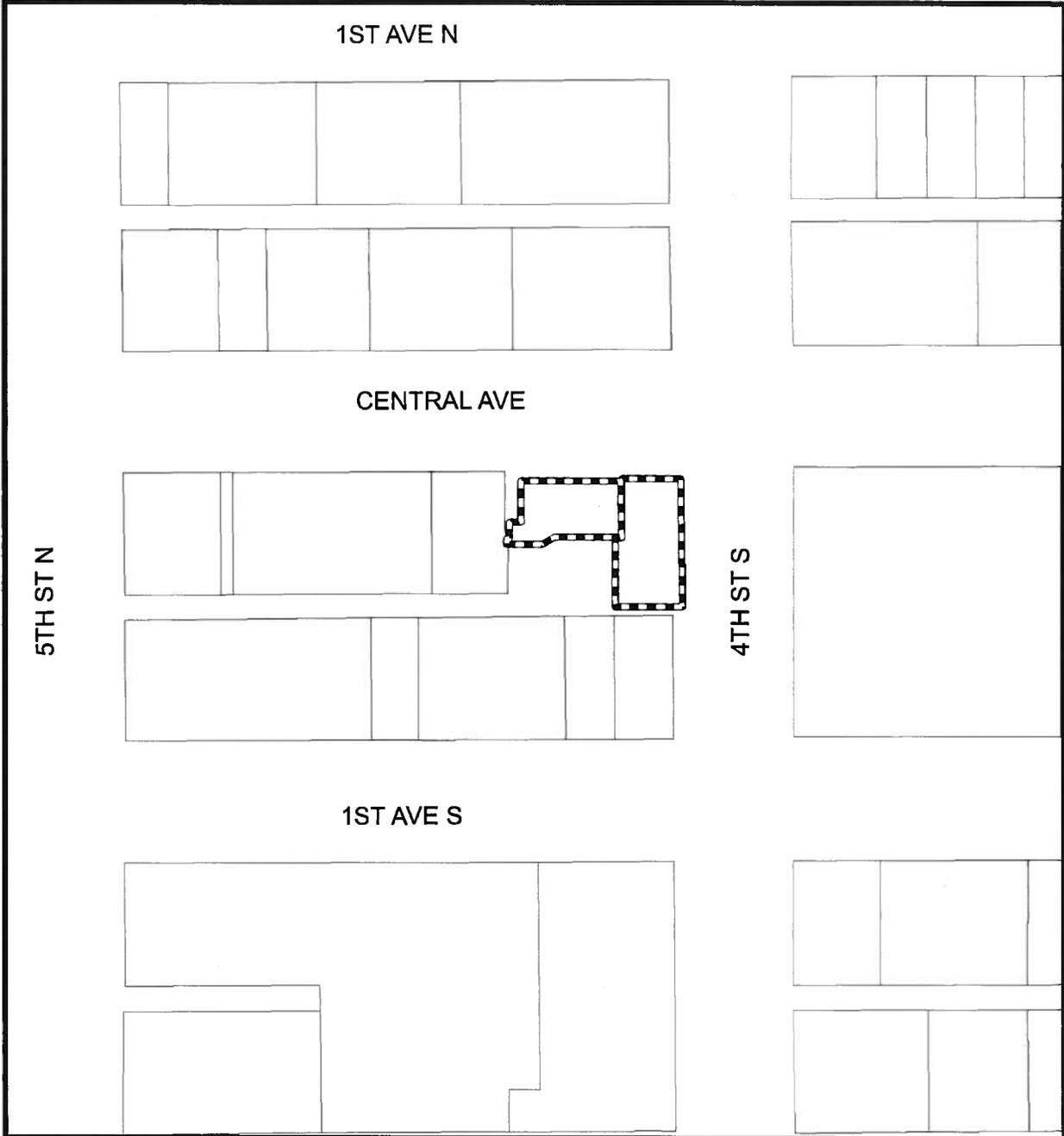
Policy LU10.1 Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3 The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6 Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria for City initiated landmark designations as a guideline for staff recommendations to the Community Planning and Preservation Commission and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

APPENDIX A
Street and Aerial Maps



Community Planning and Preservation Commission		 N SCALE: 1" = 150'
400 & 410 Central Avenue		
AREA TO BE APPROVED, SHOWN IN 	CASE NUMBER 16-90300002	



Community Planning and Preservation Commission

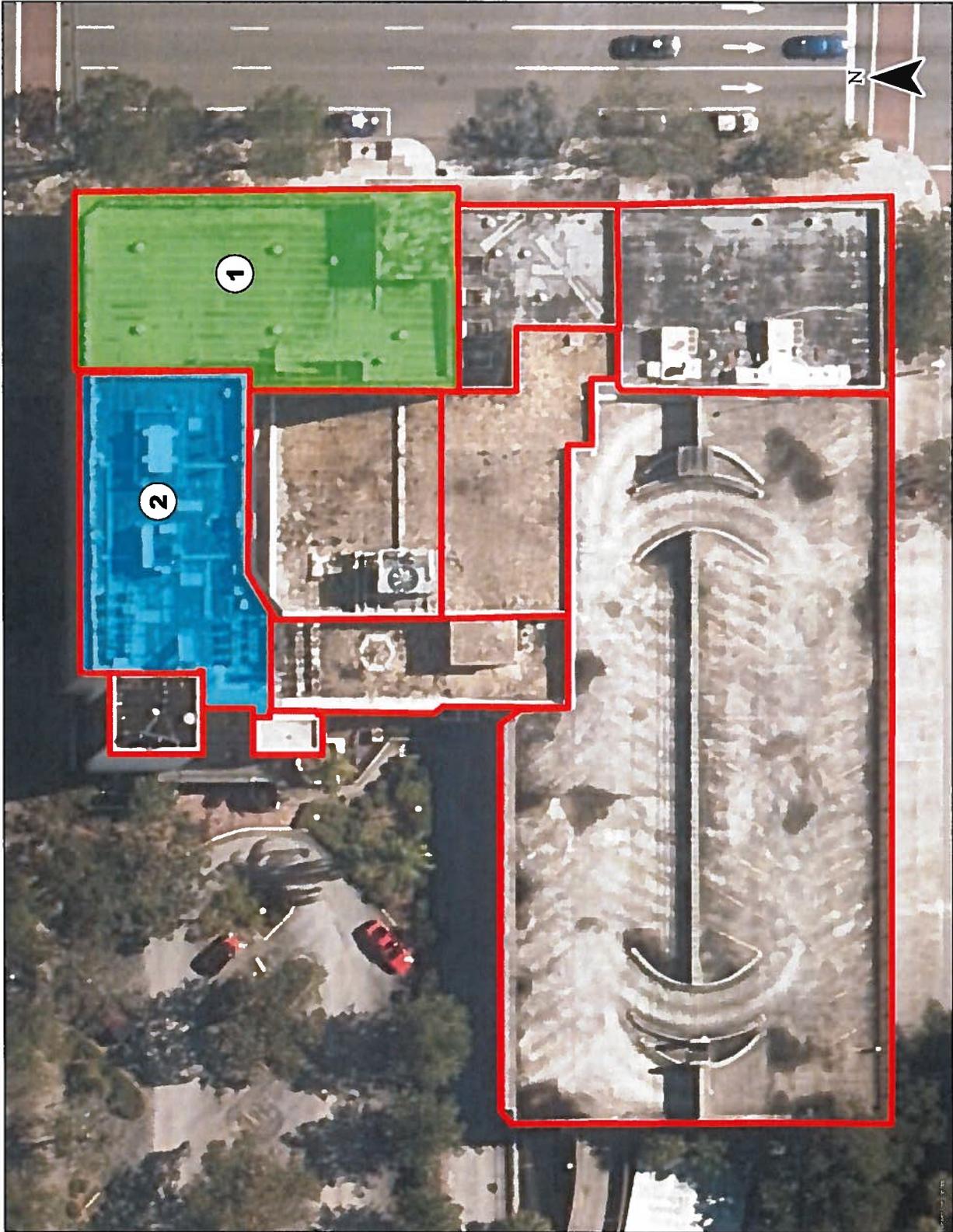
400 & 410 Central Avenue

**AREA TO BE APPROVED,
SHOWN IN** 

**CASE NUMBER
16-90300002**

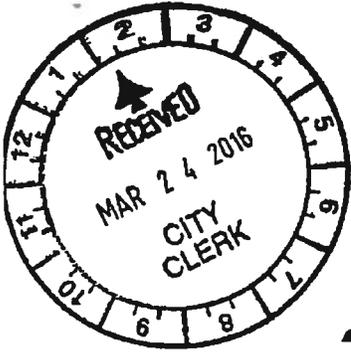


N
SCALE:
1" = 150'



*Designation Request: 1) Central National Bank Building (Shown as No. 1 and Green Shading);
2) Pheil Hotel and Theatre Building (Shown as No. 2 and Blue Shading)*

APPENDIX B
Designation Application



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

727/824-7802
www.stpetepreservation.org

March 24, 2016

Chairman Robert Carter and Commission Members
Municipal Service Building
St. Petersburg, FL 33701

RE: Application to designate the Central National Bank & Pheil Hotel buildings as a Landmark

Chairman Carter and Commission Members:

Please find attached an application for the designation as a landmark the historic Central National Bank and Pheil Hotel buildings located in the 400 block of Central Avenue. It is our understanding, based upon the city's application deadline schedule, that this matter will be heard by the CPPC at their May meeting. SPP would object to any consideration, if given, to "fast tracking" the application and scheduling it for hearing at the April 12 CPPC meeting as some of the experts SPP would be presenting at hearing are unavailable on April 12.

The application is being submitted as a single application, however, it is in two parts. One part documents the Central National Bank building and the second part documents the Pheil Hotel building. SPP has submitted the two buildings under a single application based upon the city's actions to date related to the property: the city has processed the application for exemption to demolition requirements as a single application. SPP assumes that if the buildings are appropriate to jointly review for demolition then they are also appropriate to jointly review for designation.

Both buildings were determined in 2006 as being eligible for local designation and both buildings, in being accepted as contributing structures to the Downtown National Register Historic District, are considered as National Register listed resources.¹ In their report submitted to the Commission dated February 2, 2016, staff concluded:

Both the Pheil Hotel and Theater and the Central National Bank Building remain

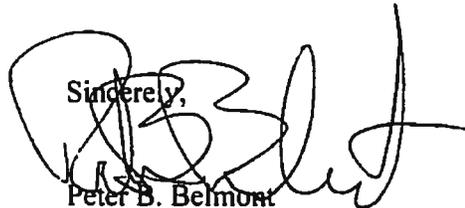
¹ Contributing buildings to a National Register historic district are fully listed in the National Register and, as such, contributing buildings cannot be individually listed on the National Register because to do so would be redundant.

significant resources to the history of St. Petersburg. According to 1999 reports, the structures also appear to retain their architectural significance beneath the metal grille...

While you cannot reach any conclusion as to the merits of the landmark application until after the evidence has been presented at hearing, SPP reminds Commission members that they have limited discretion in reviewing a landmark application.² The ordinance provides that the Commission **shall recommend** the designation of property as a local landmark **if the principal structure is at least 50 years old and it meets one or more of the designation criteria.** The Commission does not have the discretion to consider in the landmark recommendation determination economics, city plans or other factors such as the period of time the building may have been vacant. The process is clear: the Commission is tasked with giving council a recommendation only based upon the historical and architectural merits of the application and city council has the authority to consider the Commission recommendation and additional factors before making a final landmarking decision.³

If any Commission member is in doubt as to whether they can limit their consideration of the application to whether the evidence meets the designation criteria then the appropriate action for the member to take is to step aside and to recuse him or herself from voting on the application. It would be a miscarriage of the system for a Commission member to consider economics, the settlement agreement between the Pheil family and First State or any other factors beyond the designation criteria.

SPP looks forward to presenting its case to the Commission for designation of these historically and architecturally significant buildings.

Sincerely,

Peter B. Belmont
Vice-President

² During last year's ordinance revision process, Council rejected suggestions to broaden the discretion of the Commission in acting on landmark application to match that of council.

³ Council may also consider the relationship of the proposed designation to the existing and future plans for the development of the City.

Local Landmark Designation Application

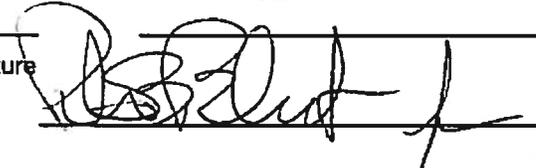
1. NAME AND LOCATION OF PROPERTY

historic name Central National Bank of St. Petersburg
other names/site number First National Bank, FMSF# 8PI10534
address 400 Central Avenue
historic address 400 to 404 Central Avenue, 1 to 21? Fourth Street South

2. PROPERTY OWNER(S) NAME AND ADDRESS

name First State Investors 3300 LLC (c.o. American National Financial Trust)
street and number P.O. Box 961025
city or town Fort Worth state Texas zip code 76161
phone number (h) _____ (w) _____ e-mail _____

3. NOMINATION PREPARED BY

name/title Howard Ferebee Hansen
organization St. Petersburg Preservation
street and number P.O. Box 838
city or town St. Petersburg state Florida zip code 33731
phone number (h) 727-323-1351 (w) same e-mail fenford1@gmail.com
date prepared 23 March 2016 signature 

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary) Revised Map of St. Petersburg, Block 30, Lot A, as recorded in Plat Book 1, p. 49 of the official records of Hillsborough County, Florida. This parcel contains the entire building historically known as the Central National Bank. See attached map.

5. GEOGRAPHICAL DATA

acreage of property <1 acre
property identification 19-31-17-7466-030-001
number

Central National Bank of St. Petersburg
Name of Property

6. FUNCTION OR USE

Historic Functions

COMMERCE/TRADE/ Bank
COMMERCE/TRADE/ Office
COMMERCE/TRADE/ businesses

Current Functions

vacant

7. DESCRIPTION

Architectural Classification
(See Appendix A for list)

Materials

reinforced concrete frame, brick and hollow tile curtain walls, concrete stucco exterior veneer,

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

NEIGHBORHOOD SETTING AND SITE

Block 30 of the Rev. Map of St. Petersburg was determined to be an archaeological sensitivity level two zone by survey conducted during a citywide survey by Janus Archaeological Research Inc. No FMSF forms of archaeological sites are on record for this block.

The historic appearance of the setting of the Central National Bank Building is one of an early 20th century "main street" commercial district in the urban center of St. Petersburg. The plat of the city was made in 1888 by engineers of the Orange Belt Railroad and consisted of a grid plan of rectangular blocks oriented to due north, the blocks have central 20' wide alleys running E - W, the streets have 100' wide right of ways and intersect at 90 degree angles. Block 30 of this plat, the hotel's site, is 450' E - W by 220' N - S and has an elevation of about 20' upon a ridge of well-drained sandy soil that slopes down to Tampa Bay. The north side of block 30 fronts on Central Avenue, the main central E - W artery of the city and historically the city's principal commercial street. This block fronts south onto First Avenue South which until the 1960s was part of the right of way of the city's principal rail line (first Orange Belt RR, later Atlantic Coast Line RR). This block fronts east onto Fourth Street which was historically an important commercial shopping street and was the principal N - S highway through the city until the creation of U.S. Highway 19 ca. 1950.

The structures along the 400 block of Central Avenue have changed constantly over time. Before 1918 the majority of the buildings on Central were one to three story vernacular style masonry or frame commercial buildings containing retail shops on the ground floor and a mixture of hotel rooms or offices on the upper floors. The Central National Bank Building when it was built in 1911-1912 was the largest and most architecturally sophisticated structure along Central Avenue. During the 1920s Florida Land Boom many of the pre-1918 structures were demolished and replaced new buildings of a dramatically larger size that were of masonry construction and designed in more sophisticated architectural styles. The adjacent Pheil Hotel at a height of 11 stories was the tallest building in the city and the nearby Snell Arcade Building, the West Coast Title Co. Building (City Multi-services bldg.), and the Florida Theater Building also built in this era were about 80' to 100' high thus creating the highest density land use in the city within this area centered on the intersection of Fourth Street and Central Avenue.

The present-day appearance of the area around the Central National Bank



Central National Bank and Phiel c.1942

Building has not changed significantly in general appearance, many of its pre-1945 commercial buildings survive. The north side of the 400 block of Central with the Kress Building and the Snell Arcade building is largely intact in its historic appearance. The northern half of block 30 (the south side of the 400 block) of Central Avenue lies on the southern edge of the Downtown St. Petersburg Historic District (8PI10648) which was listed in the National Register of Historic Places in 2004. The major alteration in appearance to this area was the demolition of most of the existing buildings on the block 30 by the First National Bank between 1960 and 1968 to create parking lots and a parking garage for the bank which at that time occupied the two remaining historic

buildings (Pheil Hotel and Central National Bank Building) which were linked together at this time.

PHYSICAL DESCRIPTION

The description below describes the bank building as it appeared between 1946 and 1959, later alterations are listed separately below it. This description is based on historic photographs, Sanborn Fire Insurance maps and verbal descriptions from contemporary sources. The pre-World War II building plans and specs do not survive and the property's city building permit cards are incomplete before the mid-1940s. The structural systems are based on conjecture from similar structures of the same period.



Central National Bank, 1950

Foundation

The foundation is poured in place, steel reinforced, spread footings.

Structural system

The structural system is steel frame columns and beams with exterior curtain walls of brick with interior stud and plaster over lathe partitions that are not load bearing.

Plan

The bank is an irregular rectangle in plan, 100' N-S, and 50' E-W, the northeast corner is clipped at a 45 degree angle, and the west facade contains a recessed light well along the south half of this elevation. The ground floor (after 1946) is mainly one large banking lobby with exterior doors to Central Avenue, it has ancillary WC and vault spaces and a stairwell and elevators located at the southeast corner with exterior door access to them that fronts 4th St. An interior stairway leads from the ground floor bank lobby to a mezzanine level that surrounds a central opening which creates a high ceiling in the bank lobby. The upper floors are all nearly identical in plan they have; a stairwell and elevators in the Southeast corner, a central corridor that leads to ten offices per floor.

Exterior appearance and materials;

The east (4th St.) facade of the building is divided into seven bays that are filled with windows and entrance doors, the building's north (Central Ave.) facade is divided into three bays with a similar pattern of windows and doors, the SE corner of the building is "clipped" forming one small bay that is filled with a single window.

The exterior walls are masonry covered with smooth concrete stucco. Simple stucco pilasters and string course molding delineate the bays and floor levels of the building. The rear (south, facing alley) is finished in plain stucco without ornament as is the west facade which abuts the Pheil Hotel. A ground level wainscot about 4' high of white veined black marble was added to the two street facades in 1946. Horizontal panels of polychrome glazed ceramic tiles are placed between the 4th and 5th floors and also below the bracketed projecting coffered wood cornice. Above the cornice is a low roof parapet wall punctuated with concrete finials in the form of an orb on a pedestal that define the building's bays.

The windows on the ground and mezzanine floors are set within large arches and have fixed metal window frames containing a large sheet of glass. The windows of the upper floors are wood framed and sash triple paired SHS 1/1 per bay, except for the clipped SE corner which has one SHS window similar to the others.

The roof is a flat built-up type roof with a parapet, drains and downspouts located on south facade. A masonry stairwell and elevator penthouse occupies the SE corner of the roof.

HISTORIC ALTERATIONS (<1966)

1960-1964, exterior addition of an aluminum sun screen, demo of cornice, ground floor window alterations, and linkage to the former Pheil Hotel Building by creation of doorways in the western exterior wall.

MODERN ALTERATIONS (1966>) No significant exterior alterations.

INTEGRITY

Although the Central National Bank has been altered over time, it still retains significant architectural integrity beneath the hanging aluminum facade and is clearly readable as a historic structure. The majority of the original structural features and exterior architectural details are intact.

The Central National Bank retains integrity of design, location, materials, workmanship, feeling and association.

8. NUMBER OF RESOURCES WITHIN PROPERTY

<u>Contributing</u>	<u>Noncontributing</u>	<u>Resource Type</u>	Contributing resources previously listed on the National Register or Local Register
1	0	Buildings	8P110534 is listed as a contributing resource to 2004 National Register of Historic Places "Downtown St. Petersburg Historic District" 8P110648
0	0	Sites	
0	0	Structures	
0	0	Objects	Number of multiple property listings
1	0	Total	n.a.

Central National Bank
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- Its location is the site of a significant local, state, or national event.
- It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance

(see Attachment B for detailed list of categories)

Period of Significance

1911 to 1960

Significant Dates (date constructed & altered)

1911, 1922, 1946

Significant Person(s)

Frank A. Wood, Alfred Thomasson, Harry
Playford,

Willis Biggers, Francis Kennard

Cultural Affiliation/Historic Period

Builder

1912- F.G. Tarbell

Architect

1912- Muller & Biggers, 1922-F.J.
Kennard

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

SUMMARY OF SIGNIFICANCE

The Central National Bank Building, located at 400 Central Avenue, meets three of the nine criteria necessary for designating historic properties listed in Section 16-525(d) of the City of St. Petersburg Code of Ordinances. These criteria are:

(3) IT IS IDENTIFIED WITH A PERSON OR PERSONS

WHO SIGNIFICANTLY CONTRIBUTED TO THE DEVELOPMENT OF THE CITY, STATE, OR NATION; (4) IT IS IDENTIFIED AS THE WORK OF A MASTER BUILDER, DESIGNER, OR ARCHITECT WHOSE INDIVIDUAL WORK HAS INFLUENCED THE DEVELOPMENT OF THE CITY, STATE, OR NATION; AND (6) IT HAS DISTINGUISHING CHARACTERISTICS OF AN ARCHITECTURAL STYLE VALUABLE FOR THE STUDY OF A PERIOD, METHOD OF CONSTRUCTION, OR USE OF INDIGENOUS MATERIALS.

Under **Criteria 3** the hotel is significant for its association with Frank Wood founder of the bank, Alfred Thomasson the second president of the bank, and Harry Playford who founded the Southern National Bank which occupied this building from 1936 until 1970s (it was renamed the First National Bank in 1950s). All of these men were important community leaders and contributed to the development of the city. Under **Criteria 4** the property is significant for its association with two important Tampa Bay area architects who designed and supervised its construction, Willis Biggers (architect of 1911 bank) and Francis Kennard (architect of the 1922 enlargement). The property is also significant under **Criterion 6** for its method of construction being the skilled enlargement of an existing building by a master architect, Kennard who successfully found engineering and design solutions to transform the building. The Central National Bank Building is also significant as one of the larger contributing building within the National Register of Historic Places "Downtown St. Petersburg Historic District" (8PI10648).

The Central National Bank Building is significant in the areas of Commerce, Settlement, and Community Planning and Development as well as for its association with Frank Wood, Alfred Thomasson, and Harry Playford.

Historic Context

During the First Boom Period in St. Petersburg, 1909-1914, the city of St. Petersburg experienced dramatic population growth and real estate development in the brief period beginning in 1909 and ending with the outbreak of World War I.

The population was 4,500 in the 1910 Federal Census and rose to 14,237 in the 1920 Census, an increase of 245%. The county's property tax evaluation for the city in 1911 was \$3,546,130 and it grew to \$8,977,930 in 1915 (Fuller, Walter, *St. Petersburg and its People* (1972) p. 142). In 1909 local voters approved a large municipal bond issuance that provided for major upgrades to the potable water, sewer system, and brick paving of city streets (Grismer, Karl, *The Story of St. Petersburg* (1948) p. 120). The City's western municipal limits in 1907 were at 7th Street N., jogging at Central Ave. to 12th St. S., but by 1914 the City stretched to Boca Ciega Bay (Fuller 1972:132). The city's trolley system grew from 3 miles in 1909 to 23 miles by 1917 (Arsenault, Raymond, *St. Petersburg and the Florida Dream 1888- 1950* (1988) p. 136). This explosive growth was the result of residential real estate subdivision projects created by local developers; H. Walter Fuller, Noel Mitchell, Perry Snell, and many smaller speculators (Arsenault 1988: 136). The expansion was in all directions from original plat of the town, bounded roughly by 5th Avenues North and South, west to 12th Street, and followed new streetcar lines largely financed by the private developers. The buyers of these 22,000 lots that existed in 1914 (Fuller 1972:131) were the seasonal winter tourists who were lured to the city in ever increasing numbers by a sophisticated national advertising campaign. An estimate of the 1910-1911 tourist season made by the Board of Trade, claimed 4,518 seasonal visitors registered at their welcome station, but this was likely only 50% of the real total. The majority came from Ohio, Indiana, Illinois, and New York (*Evening Independent* 7 Mar. 1911, p.6). A major difference between this real estate boom and the larger one of 1920 to 1926, was the emphasis on selling suburban houses versus selling vacant lots. These houses were intended as winter homes to be used as investment rentals until the owners retired to St. Petersburg. A brisk business for both residential and commercial properties began in the winter of 1908-1909. Each winter thereafter the demand increased. By the winter of 1912-1913 it became a "boomlet of the super- dooper variety". This boom was short lived, by the fall of 1913 it began to taper off and during the early months of 1914 real estate advertising almost disappeared from the newspapers. The market had been oversold and there was a public fear that the country seemed headed for another depression. The outbreak of World War I in July 1914 completely stopped the boom. Although tourism remained strong during the 1914-1915 tourist season, buyers became reluctant to invest in vacation homes and bankers became stingy in extending more credit to the developers. There was no "crash" in the local real estate market, home prices and tax evaluations did not deflate, but cash flow problems crippled the developers who had to bide their time till the end of war in 1918 (Grismer 1948:235-6).

History of the Central National Bank

The first bank chartered in the city was the St. Petersburg State Bank organized 20 Jan. 1893 by John Bishop a speculator in phosphate mines. He built a small wood frame building on the SW corner of Central Avenue and Fourth Street, now the site of the Central (First) National Bank building. The bank never did a flourishing business locals preferred to use Tampa banks because they didn't trust the St. Petersburg State Bank and they were wise because it failed to open on 9 Aug. 1900. The bank's financing of a phosphate mine in Pasco County that failed caused the bank to collapse. Its deposits were \$51,000 and years later in 1914 the depositors received 25% of their invested money. The second bank in the city was the West Coast Bank organized on 3 Oct. 1902 by John Trice. It was located on the SE corner of Central Avenue and Second Street and in 1903 had deposits of \$109,000. In 1905 this bank changed its name to the First National Bank of St. Petersburg. It rapidly grew under the leadership of T. A. Chancellor who became cashier in 1904 and president in 1911. In 1920 this bank purchased the Home Security building on the SE corner of Central Avenue and Fifth Street which was enlarged in 1922 (Grismer, Karl, *The History of St. Petersburg* (1924) p. 173). The First National Bank failed in 1930, however its name was reused by the Southern National Bank when it changed its name in 1940. The bronze clock presently (8PI????) located in 2016 on a pole on this corner was installed by the bank on this building in the 1920s, the building was demolished in 1967 for parking by the First National Bank (Fuller, Walter, *St. Petersburg and its People* (1972) p. 255).

The second nationally chartered bank in St. Petersburg was organized on 15 Apr. 1915 by Frank A. Wood, A. F. Bartlett, and Roy S. Hanna. Stockholders were a roll call of the city's elite; E. H. Tomlinson, C. Perry Snell, F. A. Davis, Noel Mitchell, Ralph Veillard, Ed T. Lewis, Sarah Armistead, etc. The new bank was named the National Bank of St. Petersburg. The lot at the SW corner of Central and Fourth was promptly purchased for \$5,000 and a new wood frame building erected and was open for business on 1 Jul. 1905. In 1909 A. F. Thomasson became the new cashier of the bank and in 1910 the bank changed its name to the Central National Bank.

The Central National's new building at Fourth and Central was started in the summer of 1911 and it was completed on 26 Apr. 1912. Willis Biggers was the

Central National Bank, 1912. Museum of History P00077



architect of the Central National Bank of St. Petersburg, "Bids will be recieved until noon 8 May, 1911 by the cashier of the Central Nat. Bank for erecting a 3 story reinforced concrete bank building according to plans by Biggers & Muller, 601 Empire Bldg. Atlanta." ("Engineering Record", vol. 63, 6 May 1911, p. 85). The board of directors accepted the plans and specs for their new building on 11 Apr. 1911 ("St. Petersburg Evening

Independent", 12 Apr. 1911, sec. 1, p. 1). The bank building was opened to the public on Saturday 27 April 1912. "The bank is undoubtedly the most elegant home for banks to be found in the South. The fixtures and finish are entirely out of the usual. The wood work is all of quarter sawn oak, finished in the Mission style. The partitions are built of green and gray tile with verde antique brass and oak upper portions, while at each of the five officials' windows is a pleasingly designed Italian marble counter. The general effect of this, with its background of high plain white walls, is striking in that it is so different from most banks' interiors and yet it is extremely harmonious in design. The bank is complete and absolutely modern in its appointments. On the main floor is the spacious lobby with comfortable seats and numerous counters; the main section of the employees portion divided into five parts; a roomy separate office for the same official; the president's room at the extreme end of the floor; a section for ladies exclusively where every comfort for transacting business is provided; rest rooms and private clothes lockers for the bank's people, telephone booths for the bank and another for its patrons. There are two concrete vaults on the main floor, one of which is beyond the bank partitions and the other will contain 200 safe deposit boxes.... On the mezzanine floor, reached by a handsome verde antique brass and marble stairway leading from behind the partitions is an unusually large vault for storing the bank's papers, with added room for storing customers silver, jewelry, and other valuables while absent from the city. The directors room, spacious and handsome is also on this mezzanine floor." ("St. Petersburg Evening Independent", 25 Apr. 1912, sec. 1, p. 3). The ground floor also contained a shop space with a separate entrance that fronted on Central Avenue that was occupied by the "Ladies Emporium" from 1912 to 1924. The ground floor rear of the building with a separate entrance fronting on Fourth Street had a

Western Union Telegraph office. The entrance to the upper story offices also fronted onto Fourth Street. The building's two upper floors contained ten offices per floor (Sanborn Fire Insurance maps, R. L. Polk St. Petersburg City Directory 1914 to 1925, passim). The general contractor of the 1911-2 bank building was F. G. Tarbell who worked in St. Petersburg from circa 1910 till 1912, "F. G. Tarbell is the supervisor of the new Central National Bank building..." This article went on to say that Tarbell had a friend in the architect's office of the Postal Service and that he would help intervene in the dispute between the city of St. Petersburg and this agency over the cost and most importantly the controversial open air design that the Washington D.C. architects opposed ("St. Petersburg Evening Independent", 1 Apr. 1912, sec.1, p.3 'To Hurry Up Our New Post Office'). In 1909 F. G. Tarbell was listed under assistant engineers as a construction estimator for the state of New York at an annual salary of \$3,000 ("Brooklyn Daily Eagle" Almanac for 1909 (1909) p. 495). In 1912 Tarbell moved to Miami, Florida after completing the Central National Bank project. He filed for incorporation with the state on 29 Apr. 1912 as "F. G. Tarbell & Co., place of business- Miami Fla., capital stock \$10,000" (Report of the Secretary of State of Florida (1913) p. 343). In 1912 Tarbell received the contract to be the general contractor for the city's new Post Office and Federal Courthouse (N.R. listed 1989, local landmark 2001) located at 100 NE First Street, Oscar Wenderoth, Supervising Architect of the U.S. Postal Service was the designer of this building as well as the "Open Air" Post Office building in St. Petersburg which was being built at the same time (Old Miami P.O. & Federal Courthouse proposal for National Register of Historic Places (1988) passim).

In 1914 the Central National Bank was the largest bank in Pinellas County, its assets were; \$529,404, US Bonds \$101,000, Other bonds, real estate, etc. \$155,204, total assets \$785,608. The First Nat Bank of T. A. Chancellor was the second largest with total assets of \$521,153 (1914 Annual Report, Comptroller of the Currency, vol. 2 (1915) p. 408).

Balance of Power
 We hear a whole lot
 Of the "Balance of Power"
 Discussed by the statesmen
 Of rank.
 But in your own life,
 The balance of power
 Is the balance you have
 In the bank.

The Central National Bank
 Member Federal Reserve System
 Government Depository

Advertisement, Central National Bank, 1925 Evening Independent

In 1922 the architect, Francis J. Kennard of Tampa was hired to design two new floors of offices to be built atop the existing building. "Building contracts awarded; St. Petersburg, Florida, Central National Bank will remodel and erect an addition to the building at Central and 4th St. Cost \$65,000, 50'X100', 2 stories, 20 offices, fireproof, steel, Barnett specification roof, hardwood floors,

Central National Bank. 1925. Museum of History P01883



conduit system lighting, Otis elevator.” (“Manufacturer’s Record”, vol. 81, 25 May 1922, p. 20). Two new floors were added to this building during the summer of 1922 at a cost of about \$100,000 this nearly doubled the building’s square footage. At this time, Kennard also altered certain exterior details of the lower two floors of the bank building to conform the existing structure which was designed in the Mission style with his new addition which was a free

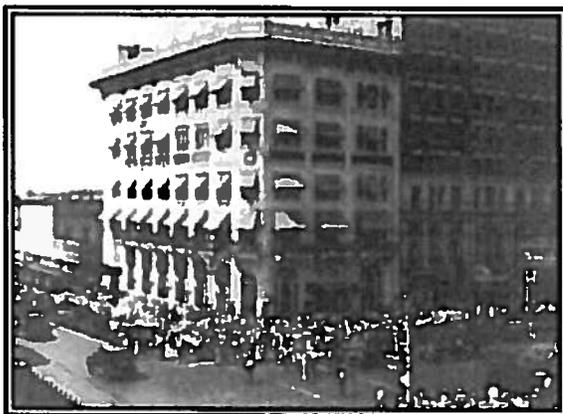
interpretation of the Renaissance Revival style.

Extensive interior alterations were made to the interior of the building starting in the summer of 1923 (Grismer, 1924: 175-6). In 1923 plans were made to remodel the ground floor of the building to enlarge the bank’s lobby and offices. “Alteration of the rooms formerly occupied by the Ladies Emporium (shop facing Central Ave.) in the Central National Bank Building will provide more room for the banking institution began this morning by Franklin J. Mason Co. under the supervision of Frank Jonsberg architect. The new rooms will be finished in the Italian Renaissance style. The old Western Union Office in the south end of the building (entrance fronted 4th St. S.) is also being remodeled for a new office to be completed this winter.” (“St. Petersburg Evening Independent”, 13 Aug. 1923, sec.1, p.3, ‘Begin Remodeling Central National’).

In 1927 the ground floor of the building was remodeled again by Frank Jonsberg to create more space for the bank. “The banking room and mezzanine floor of the Central National Bank will be rebuilt with construction starting in two weeks, bank officials and architect Frank Jonsberg said today. The vault with accommodations for 6,000 safe deposit boxes is ready for shipment from York, Penn., its interior dimensions are 35’ X 15’, weight 75 tons. the present vault in the banking room will be removed and in its place a marble stairway will lead to the mezzanine floor. Bookkeeping will then occupy the second floor. Bank officers will have new offices on the mezzanine floor. The elevator and stairway in rear reconstructed farther south in the building (SE corner). The present banking room has space for 11 tellers and this will be doubled. Travertine stone from Italy will be used for the interior finish of the building. The finish of new rooms will be travertine, bronze, and marble to match the finish of existing

rooms." ("St. Petersburg Evening Independent", 20 Apr. 1927, sec.1, p.4, 'Central National Plans to Remodel Bank Rooms'). This 1927 expansion of the banking area was accomplished by eliminating the Western Union Office which had occupied the SE corner of the building since its construction in 1912. This 1927 plan and interior finish survived unaltered until the 1960s renovation programs. The small lobby that fronts onto Fourth Street and leads to the office building with its stairway and elevators survive today (2016) with its marble flooring visible. Frank Jonsberg moved his business office to the Central National Bank Building and it remained here until his retirement. Jonsberg also became a director of the bank in 1924 (R. L. Polk's St. Petersburg City Directory, 1922 through 1930, passim).

In 1931 the Central National Bank published a "statement of condition" in the newspapers and listed total resources of \$3,989,711.26 and total liabilities of the same amount, it held \$1,402,887.99 in loans, \$3,346,410.75 in deposits, and \$1,090,027.99 cash in the vault on the date of 16 Feb. 1931 ("St. Petersburg



Run on the Central National Bank,
1931.

Evening Independent", 17 Feb. 1931, sec.1, p.9). At 10:50 a.m. EST the doors of the Central National Bank were closed as the result of a "bank run" by a hoard of worried depositors who thronged Central Avenue trying to get their money out of the bank. The bank then went into receivership (District Court, Southern District of Florida, Tampa Division, "Federal Reserve Bank of Atlanta v. Anderson", 12 Oct.

1932, passim). Photos of the large mob at the door of the bank were published in local newspapers the next day.

In 1936 "The five story bank building was sold today at auction to H. G. Koenig, retired Chicago stove manufacturer for \$75,100 after spirited bidding from a crowd of nearly 3,000 people. Koenig lives at 7127 Third Avenue South and has been a resident of this city for seven years, he has no plans for the building at this time. Total asset sales from the auction was \$94,126. The bank has been in

receivership since 1931, the building's property tax assessment in 1930 was \$333,000." ("St. Petersburg Evening Independent" 25 Feb. 1936, Sec.1, p.1, 'Bank Sold at \$75,100 at Auction').

In October 1936 Harry Playford purchased the Central National Bank building at Fourth Street and Central Avenue for \$92,000. "His mother-in-law financed his endeavors," said lawyer Langston Holland, 67, who once represented Playford. "She was his source of income. "Playford and five others, including Sam H. Mann Jr. and Neil E. Upham, re-opened Central National that December as the Southern National Bank. "Playford was the moving spirit," read a St. Petersburg Times in-house memorandum from 1963. (Hartzell, Scott, "St. Petersburg Times", 6 Aug. 2003, Neighborhood Times section).

Architectural History and Significance of the Central National Bank Building

The Central National Bank Building has a complex history of construction and modifications. Three architects that are significant to the history of building design in the Tampa Bay area and state of Florida were employed on this project between 1911 and 1927, Willis R. Biggers, Francis J. Kennard, and Frank Jonsberg. The building's 2016 appearance is principally due to Kennard's 1922 enlargement of Biggers' 1911-2 building, however Jonsberg's 1922 to 1927 remodelling of the banking lobby and offices was destroyed in the 1960 remodelling of the building. The original "property card" was destroyed by the city, but the structure's history can only be reconstructed through other primary sources reproduced in this document.

The evolution of this building over a fifteen year period by three architects is an unusual occurrence which provides us with a chance to study the changing tastes in early twentieth century architecture. The 1911 building was designed in the Mission style which was extremely popular in California and Florida because of the style's allusions to the historical architecture of Spanish Colonial America. The Mission style waned in popularity after the World War I era and was replaced by Mediterranean Revival style which is similar in materials and aesthetic basis derived from historic Hispanic structures, albeit more inclusive and eclectic in its design vocabulary. The 1920s renovations to the bank building are all inspired by a Beaux-Arts school aesthetic interpretation of the 19th century Renaissance Revival style. This style in the 19th and early 20th centuries was an extremely popular choice by architects for banks and corporate office buildings throughout the U.S.A., Europe, and Latin America. My conjecture is that the Renaissance

Revival style was a semiotic message devised by the architects to assure the bank customers that their bankers were just as traditional and conservative in their business methodology as the style of their building. The 1946 exterior alterations to the building, removal of balconies, replacement of ground floor fenestration, was no doubt a result of practical needs, rotten balconies and window frames, but this simplification of the exterior design also reflects the changing taste of the 1940s era toward "modern design". The 1960 cladding of the bank with an aluminum "brise-soleil" screen also was both practical and aesthetic, by now the style of the structure was considered old fashioned and the new "Mid-century Modern" exterior conveyed a message to the public that this banking institution was a modern progressive business. This series of changes to this bank forms a chronology of evolving architectural tastes during the 20th century and provides us with a valuable tangible artifact that reflects this process.

SIGNIFICANT PERSONS ASSOCIATED WITH THIS SITE

Frank A. Wood (1861 - 19???)

St. Petersburg is one of the best located and most beautiful towns of Florida, which has grown in a few years from nothing to a modern city of 4000 people. One of the show places of this city is the handsome residence of F. A. Wood, President of the National Bank of St. Petersburg.

He was born at Brownsville, Ontario, Canada, March, 1861, and is a graduate of the Brantford Collegiate Institute, at Brantford, Ontario, and of the Ottawa Normal College, at Ottawa, Ontario. His first work was at teaching school, which he followed for some four years, and then, in 1881, he came to the United States, where he was engaged as bookkeeper for lumber firms in Big Rapids, Mich. Later on he became general manager of T. D. Stinson's large lumber interest. In 1888 he was attracted to the Pacific Coast by the remarkable growth being made there and engaged in the lumber business at Seattle, meeting with considerable success. In 1891 he became interested in silver and lead mining in British Columbia. In 1893 he moved to Los Angeles, Cal., where he remained for two years, when he returned to British Columbia, and became associated with E. H. Tomlinson and others in what is known as the Last Chance Mining Company.

In 1900 he sold out his interests in British Columbia and came to St. Petersburg. His faith in the future of St. Petersburg was evidenced by his immediate building of the Wood block which is one of the best business properties in the town. Certain business interests then called him to Alaska, but

he soon returned and built his handsome residence. Finally, in 1905, he organized the National Bank of St. Petersburg, of which he has been president since its organization.

The Pinellas Peninsula is cut off from the rest of Hillsborough county and there has grown up a strong agitation for a new county to be created, to be known as Pinellas, and as a champion of this movement, Mr. Wood found himself, in 1908, a candidate for State Senator on a platform of county division. By descent he is of Scotch-Irish blood, and all men know the fighting qualities of that blood. Mr. Wood went into the contest with an overwhelming majority of the people in his county against him. He carried on one of the most active and effective campaigns ever seen in that section. His methods were vigorous, but absolutely clean. He was not successful, but he made such an impression and won so many friends from the opposition that he received 90 per cent of the entire vote of Pinellas Peninsula, together with 500 votes from Tampa, which had been supposed to be solidly opposed to division, and it is universally conceded that but for this question of county division Mr. Wood would have been elected to the State Senate by a large majority.

When the old Chamber of Commerce of St. Petersburg was succeeded by the present Board of Trade, Mr. Wood became its first president, and made a most active and efficient leader in all matters pertaining to the interests of his town. In 1907 he was elected Vice-President of the Florida State Bankers' Association, and in 1908 was unanimously elected president.

The record as given above, even without comment, would show that F. A. Wood is a man of unusual force and ability. He seems to have prospered wherever he stopped or whatever line he engaged in. All that might be due to mere unusual capacity, but when we see him settling in a town like St. Petersburg and in a few years forging to the front, taking the lead in public matters, almost winning in a hopeless cause in the most populous county of the state, made president of the State Bankers' Association after four years' connection, a very high compliment in itself, due to the known conservative character of the men who make up bankers' associations, it becomes evident that Mr. Wood is a man of most unusual force. He is yet in the prime of life, located in a town whose possibilities no man can venture to prophesy, and it is quite safe to believe that in coming years he will forge to the front as one of the most prominent and valuable citizens of his adopted State. On June 21, 1899 he married Miss Annie B. Shepard, teacher of voice culture at Olivet College, Olivet, Mich., a lady possessing an unusual volume and quality of voice. (Florida Edition, Makers of America, an Historical and Biographical Work Vol 2 (1909, Atlanta, GA).

Frank A. Wood developer 1914-6 of Woodbrook Sub. part of Roser Park historic district. He was the first president of the St. Petersburg Lawn Bowling Club 1916-18 ("St. Petersburg Times" 29 Mar. 1939, sec.2, p.2).

Alfred Ferdinand Thomasson (1869 - 1950)

Thomasson was born 24 Apr. 1869 at Union City, Tennessee and attended local public schools and a business college there. His first job in banking was in Union City, but he moved to Hattiesburg, Mississippi by 1890 where he married Marguerite Alice Posey aged 22 in 1892 and they had five children. In 1908 he became cashier of the First National Bank of Hattiesburg in addition to his post as vice-president of the bank ("United States Investor", vol. 19, 29 Aug. 1908, p.1179). He came to St. Petersburg in 1909 and became the cashier of the Central National Bank, four years later he became vice-president of the bank and two years after that president, a post that he held till 1930. He organized the "Pass-a-Grille Bridge Company" (McAdoo Bridge) in 1918. He served on the city commission from 1915 till 1923. In 1928 he was re-elected. He served as chairman of the School Board from 1914 to 1922. In 1933 he moved to Washington, D.C. and worked for the Federal Reconstruction Finance Corporation. In 1935 he returned to St. Petersburg and was appointed city manager a post he resigned in 1937. His wife, Alice died in 1947 and he died on 29 Sep. 1950 ("St.Petersburg Times", 30 Sep. 1950, sec. 2, p.17).

HARRY PLAYFORD (1900 - 1989)

Before misappropriating more than \$1-million in 1966, financier and aviator Harry Playford had soared to public and fiscal distinction.

"He was in the circle of bankers that were civic leaders, the movers and shakers back then," said resident Mary Anderson, 77.

After arriving here in 1936, Playford established Southern National Bank. He directed National Airlines, presided over U.S. Airlines and helped launch the Civil Air Patrol. His water-purifying enterprise foreshadowed the future. In the mid 1960s, however, Playford became a local scoundrel.

"I'm less than 5 percent guilty," the dapper, bearded Playford said when federal authorities closed in. "The record will prove I'm right; I've got nothing to hide."

Harry Richard Playford was born May 6, 1900, in Cleveland, Ohio. In 1917, war fever sent him racing to the Army Air Corps enlistment center. "I never finished

(high school)," Playford said. "I couldn't eat or sleep."

After returning home in 1919, Playford established flying schools and clubs. He came to St. Petersburg via North Carolina in 1936, two years after marrying Elizabeth Coates.

In October 1936, Playford purchased the Central National Bank building at Fourth Street and Central Avenue for \$92,000. "His mother-in-law financed his endeavors," said lawyer Langston Holland, 67, who once represented Playford. "She was his source of income."

Playford and five others, including Sam H. Mann Jr. and Neil E. Upham, re-opened Central National that December as the Southern National Bank. "Playford was the moving spirit," read a St. Petersburg Times in-house memorandum from 1963.

At Albert Whitted Airport from 1938 to 1943, Playford helped direct National Airlines. During World War II, the Snell Isle resident helped organize and then served as national executive of the Civil Air Patrol.

As the war waned, Playford operated U.S. Flying Services at Albert Whitted. He later was featured in Time magazine after selling the Tides Bath Club and purchasing Alaska Airlines in 1945 for \$250,000.

"(He) has dabbled in all types of business deals from aircraft to land speculation," the Evening Independent wrote of Playford, who managed the 40-acre Sky Brook Stables at 31st Street and 38th Avenue S (1949) and operated gold and silver mines in Arizona.

With landowner Ed Wright in 1950, Playford purchased radio station WNEW for \$2-million in stock. Five years later, Playford and a syndicate sold the New York enterprise, then the nation's largest 5,000-watt station, for \$4-million.

After holding controlling interest in First National Bank with H.W. Holland (1953-1960), Playford established Aquatron Engineering Corp. (1962). He invested \$500,000 into the concern that removed minerals from water. "Some of his ideas were way ahead of his time," Holland said.

In 1964, Playford acquired controlling interest in Industrial Savings Bank for \$825,755. He became president and renamed the 101 Second Ave. N institution Southern Bank of St. Petersburg.

After Aquatron suffered bankruptcy, Playford was indicted May 18, 1966, for misapplying some \$75,000 in bank funds.

"A pale, shaking and staggering Playford was mugged and fingerprinted," the press wrote of the father of two daughters. The charges mushroomed. "More than \$1-million involved in 17 lawsuits relating to Playford's financial dealings," the Evening Independent reported.

"Everybody was in a state of shock," said resident Peter Sherman, 81. "He was

quite a figure. A charming person. We called him the last of the big spenders. He loved to be with the lowest and highest of people."

In 1968 at age 68, Playford was fined \$10,000 and sentenced to five years at Eglin Air Force Base federal prison - no bars, locks or guards.

"Not really a prison," said Carol Phillips, whose parents were shareholders in the bank. " Playford hurt shareholders. They lost. The depositors were insured.' Southern Bank closed and re-opened as the Bank of South Pinellas. Playford was paroled in 1969 after serving one year. He relocated to Scottsdale, Ariz., where he died in 1989 (Hartzell, Scott, "St. Petersburg Times", 6 Aug. 2003, Neighborhood Times section).

In 1966 the Tampa Division of the FBI investigated Harry Playford, board chairman and president of the Southern Bank of St. Petersburg, who was illegally issuing his bank's stock as collateral for personal loans. Agents faced hostility from board members and a reluctance to produce records, some of which Playford had hidden or destroyed. Investigators exhaustively reconstructed loan accounts and transactions from 15 financial institutions, isolating 50,000 legitimate shares from 23,000 fraudulent shares. In 1968, Tampa arrested Playford, who later admitted his guilt and forfeited almost \$2 million dollars (FBI, Tampa Division web site, history section, retrieved 20 Feb. 2016).

WILLIS R. BIGGERS (1875 - 1953)

Willis R. Biggers jr. was born at Atlanta, Georgia on 28 Mar. 1875 the son of Willis R. Biggers (b. 1846) the first fire chief of the city of Atlanta. He married the widow Dora Sterne Warren (1868- 1946) at Atlanta in 1898 (Ancestry.com, gedcom of Biggers Family, retrieved 10 Feb. 2016). Biggers received his education in Atlanta and by 1906 was working as an architect in Mobile, Alabama erecting a brick commercial building that was mentioned in a lawsuit (Report of Cases Argued and Determined in the Supreme Court of Alabama, vol. 166, pp. 206-7). In 1909 Biggers designed a Carnegie grant library for the city of Greenville, Alabama that cost \$25,000 ("Industrial Development & Manufacturers Record, vol. 55, 3 Jun. 1909, p.71).

Biggers moved to Tampa, Florida by 1911 where he established an architectural practise. His first known project in the Tampa Bay area was the design of the Central National Bank of St. Petersburg, "Bids will be received until noon 8 May, 1911 by the cashier of the Central Nat. Bank for erecting a 3 story reinforced concrete bank building according to plans by Biggers & Muller, 601 Empire Bldg.

Atlanta." ("Engineering Record", vol. 63, 6 May 1911, p. 85). "St. Petersburg, Florida - Plans have been made by Biggers & Muller of Atlanta, Georgia for an ice making and cold storage plant to be erected here by Ridgley Bros., cost about \$50,000." ("Industrial Refrigeration", vol. 41, Sep. 1911, p. 102). The Muller named in the partnership was George W. Muller the owner of the George W. Muller Bank Fixture Company of Atlanta a firm that specialized in the manufacture of bank vaults, safe deposit boxes and other furnishings for banks. In 1902 Muller signed a contract to provide alterations to the U.S. Post Office and Courthouse in St. Augustine, Florida (original contract document located in Smathers Special Collection, University of Florida Library, description of item available online within library catalogue, retrieved 5 Feb. 2016). An advertisement for Muller's company appeared as late as 1915 in a trade journal ("Lumber Trade Journal", vol. 67, 15 Mar. 1915, p. 5).

During 1911 and 1912 Biggers was architect of the new Sumter County Courthouse at Bushnell, Florida ("Sumter County Times", 23 Feb. 1912, p.1). In 1912 Biggers also designed the Citrus County Courthouse (N.R. listed 1992) at Inverness with J. R. MacEachron. In 1913 Biggers designed the Manatee County High School at Bradenton, and in 1914 he was working on the Plant City High School (N.R. listed 1981) at Plant City, and the 1914 Springhead High School in rural Hillsborough County (Mattick, Barbara, Citrus County Courthouse National Register of Historic Places nomination proposal, 1992). In 1919 Biggers designed the addition of a new courtroom wing and jail to the existing Pinellas County Courthouse ("The Southern Reporter", vol. 81, 1 Apr. 1919, case- "First National Bank of Lakeland v. Pinellas County"). By 1920 Biggers name disappeared from the Tampa city directories and he returned to Georgia.

FRANCIS J. KENNARD (1865 - 1944)

Francis Joseph Kennard was born 15 Mar. 1865 at London, UK where he received his education. He came to Florida in 1886 with his family who became citrus grove owners in Putnam County. Their grove was destroyed by a freeze of 1888. Kennard worked as an architect at Sanford and next in Orlando, Florida from 1888 till 1895 when he moved to Tampa, Florida. His first major project was the design of the Belleview Hotel for the Plant Railroad system at Belleview, Florida (NR listed, demolished 2015). (Moore, David ed., Men of the South (Southern Biographical Association, 1922) p. 308). Kennard's next project in Tampa was the large, three story, brick Anderson- Frank House in Hyde Park in

1898 (N.R. & local Landmark listed). His other important commissions in Tampa were; the 1912 Centro Espanol Club in Ybor City (N.R. listed), St. Andrew's Episcopal Church, the Floridan Hotel in 1926-7 (N.R. listed 1996), Hillsborough High School, (N.R. listed) Tampa in 1927-8, and the Rialto Theatre, 1617 N. Franklin St., Tampa in 1925-6. Kennard's major projects in Pinellas County include; the Peace Memorial Presbyterian Church in Clearwater, the 1912 Pinellas County Courthouse in Clearwater (N.R. listed in 1992), and the 1925-6 West Coast Title Company Building in downtown St. Petersburg (now the city of St. Petersburg City Hall annex). Kennard also designed the Lee County Courthouse in Fort Myers in 1915 (N.R. listed 1989) (Hansen, Howard, "National register of Historic Places, nomination proposal for the Pinellas Co. Courthouse).

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.

Ancestry.com, *gedcom of Biggers Family*
Arsenault, Raymond, *St. Petersburg and the Florida Dream 1888-1950*. 1988
Brooklyn Daily Eagle, *Almanac for 1909*
Comtroller of the Currency, *1914 Annual Report*, Vol. 2. 1915
District Court, Tampa Division, *Federal Reserve Bank of Atlanta v. Anderson*.
Oct. 12, 1932
Engineering Record, Vol. 41. May 6, 1911
Engineering Record, Vol. 63. May 6, 1911
Engineering Record, Vol. 63. May 6, 1911
FBI, *Tampa Division Web Site*
Florida Edition, *Makers of America, an Historical and Biographical Work*. Vol. 2,
Atlanta GA., 1909
Grismer, Karl, *The Story of St. Petersburg*. 1948
Hansen, Howard, *National Register of Historic Places Nomination Proposal for
the Pinellas County Courthouse*
Hartzell, Scott, *St. Petersburg Times*. Aug. 6, 2003
Industrial Development and Manufacturers Record. Vol. 55, June 3, 1909
Industrial Refrigeration, Vol. 41. Sept. 1911
Lumber Trade Journal, Vol. 67. Mar.15, 1915
Manufacturer's Record, Vol. 8. May 25, 1922
Mattick, Barbara, *Citrus County Courthouse National Register of Historic Places
Nomination Proposal*. 1992
Moore, David ed., *Men of the South*. Southern Biographical Association, 1922
*Old Miami P.O. and Federal Courthouse Proposal for National Register of
Historic Places*. 1988
R. L. Polk, *St. Petersburg City Directory*. 1914-1925
R. L. Polk, *St. Petersburg City Directory*, 1922-1930
Report of Cases Argued and Determined in the Supreme Court of Alabama. Vol.

166

Report of the Secretary of State of Florida. 1913

Sanborn Fire Insurance Maps

St. Petersburg Evening Independent. Mar. 7, 1911

St. Petersburg Evening Independent. April 12, 1911

St. Petersburg Evening Independent. April 1, 1912

St. Petersburg Evening Independent. April 25, 1912

St. Petersburg Evening Independent. Aug. 13, 1923

St. Petersburg Evening Independent. April 20, 1927

St. Petersburg Evening Independent. Feb. 17, 1931

St. Petersburg Evening Independent. Feb. 25, 1936

St. Petersburg Times. Mar. 29, 1939

Sumpter County Times. Feb. 23, 1912

The Southern Reporter, First National bank of Lakeland v. Pinellas County. Vol. 81, April 1, 1919

United States Investor. Vol. 19, Aug. 29, 1908

University of Florida, Smathers Special Collection

St. Petersburg Local Landmark Designation Application

Name of property _____

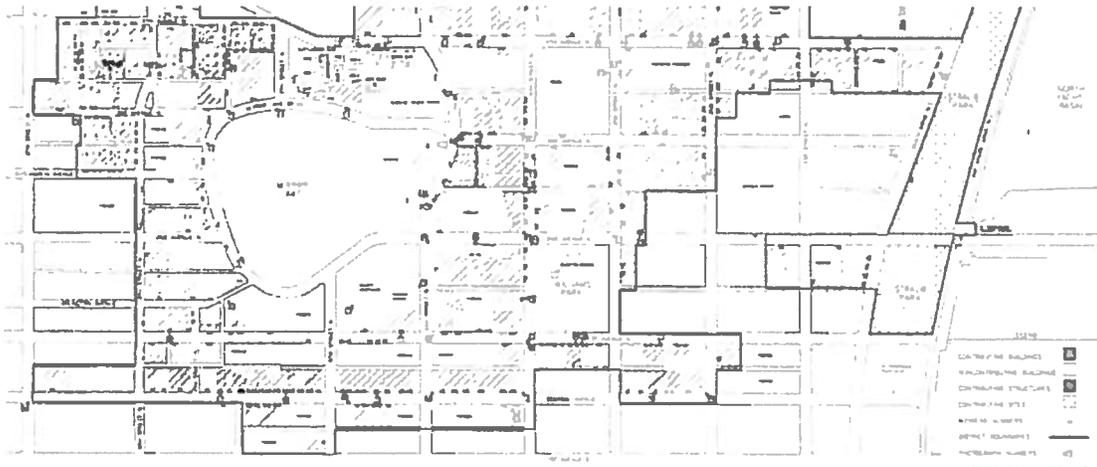
Continuation Section

Page _____

Boundary Map



Central National Bank boundary in red

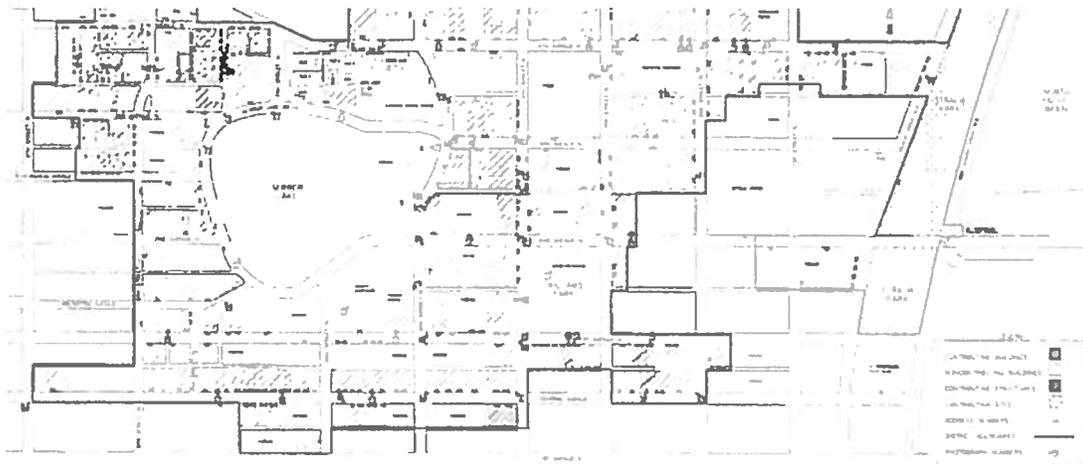


DOWNTOWN ST. PETERSBURG HISTORIC DISTRICT
 ST PETERSBURG (PINELLAS COUNTY), FLORIDA



DATE: 08/17/2010
 DRAWN BY: TIMOTHY N. CLEMONS, AIA
 321 1ST AVENUE N
 ST. PETERSBURG, FL 33701
 (727) 921-7970
 DATE: 08/17/2010
 CHECKED BY: W. CARL SEIFER, HISTORIC SITES SPECIALIST
 FLORIDA BUREAU OF HISTORIC PRESERVATION
 R.A. GRAY BLDG. 540 S. BRUNSWICK STREET
 TALLAHASSEE, FL 32309-6256, (904) 245-6222

Central National Bank boundary in yellow



DOWNTOWN ST. PETERSBURG HISTORIC DISTRICT
 ST PETERSBURG (PINELLAS COUNTY), FLORIDA



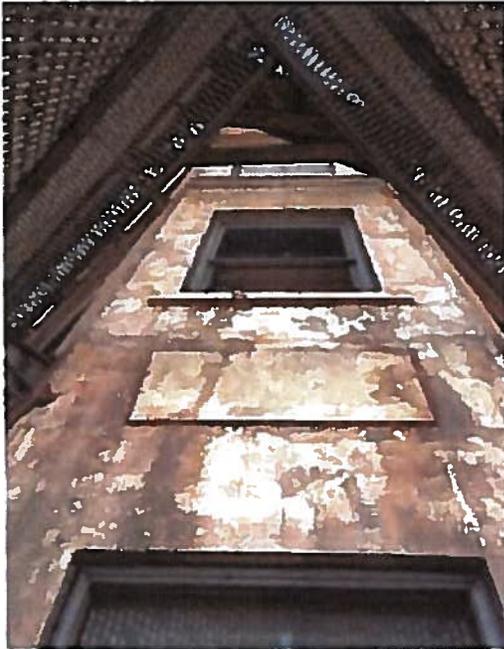
DATE: 08/17/2010
 DRAWN BY: TIMOTHY N. CLEMONS, AIA
 321 1ST AVENUE N
 ST. PETERSBURG, FL 33701
 (727) 921-7970
 DATE: 08/17/2010
 CHECKED BY: W. CARL SEIFER, HISTORIC SITES SPECIALIST
 FLORIDA BUREAU OF HISTORIC PRESERVATION
 R.A. GRAY BLDG. 540 S. BRUNSWICK STREET
 TALLAHASSEE, FL 32309-6256, (904) 245-6222

Central National Bank & Pheil Hotel buildings boundary in yellow

Bank Photos

Because of the aluminum grille it is impossible to obtain complete photographs of the exterior of the structure.

Photo 1



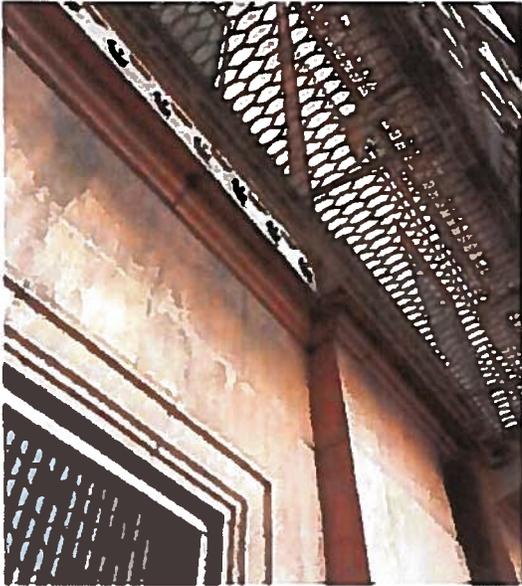
sheared corner on Southeast corner of structure

Photo 2



View from street level, East facade

Photo 3



Vitruvian scroll detail on east facade

Photo 4



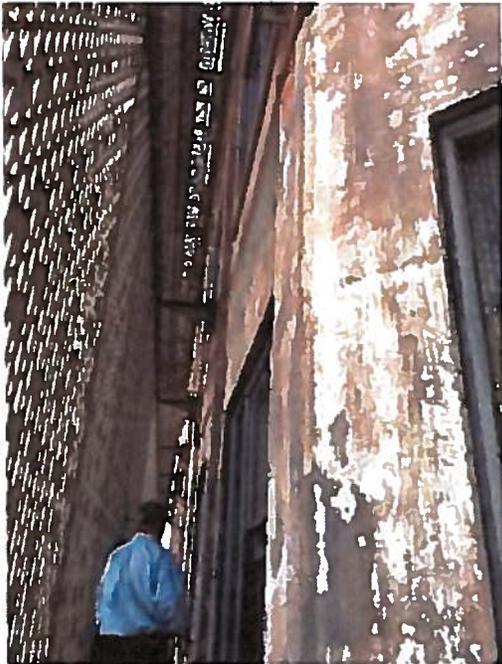
historic windows, east facade

Photo 5



detail east facade

Photo 6



detail southeast corner

Photo 7



First National Bank, 1950, Museum of History P0819

Photo 8



**First National Bank and Pheil Hotel, 1960,
Museum of History P0069**

Local Landmark Designation Application

1. NAME AND LOCATION OF PROPERTY

historic name Pheil Hotel & Pheil Theater
other names/site number First National Bank, Madison Hotel, First Union Bank Tower
address 410 Central Avenue
historic address 410 to 424 Central Avenue

2. PROPERTY OWNER(S) NAME AND ADDRESS

name Clarence E. Pheil Bypass Trust (c.o. American Financial Realty Trust)
street and number P.O. Box 961025
city or town Fort Worth state Texas zip code 76161
phone number (h) _____ (w) _____ e-mail _____

3. NOMINATION PREPARED BY

name/title Howard Ferebee Hansen
organization St. Petersburg Preservation
street and number P.O. Box 838
city or town St state Florida zip code 33731
Petersburg
phone number (h) 727-323-1351 (w) same e-mail fenford1@gmail.com
date prepared 23 March 2016 signature  for Howard Hansen

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

Boundary Description

Revised Map of St. Petersburg, Block 30, Lots 1, 2, east 25' of north 50' and east 4.94' of south 50' of Lot 3 as recorded in Plat Book 1, p.49 of the public records of Hillsborough County, Florida of which Pinellas County was formerly a part. (See Map)

Boundary Justification

This parcel contains the entire building known historically as the Pheil Hotel and Pheil Theater and today as the First Union Tower.

5. GEOGRAPHICAL DATA

acreage of property <1 acre
property identification number 19-31-17-74466-030-000

Pheil Hotel
Name of Property

6. FUNCTION OR USE

<u>Historic Functions</u>	<u>Current Functions</u>
<u>RESIDENTIAL/ Hotel</u>	<u>vacant</u>
<u>COMMERCE/TRADE/ cinema</u>	<u></u>
<u>COMMERCE/TRADE/ Businesses</u>	<u></u>
<u></u>	<u></u>

7. DESCRIPTION

<u>Architectural Classification</u> (See Appendix A for list)	<u>Materials</u>
<u></u>	<u>steel reinforced concrete frame, hollow tile and brick curtain walls, brick and cast terracotta exterior finish,</u>
<u></u>	<u></u>
<u></u>	<u></u>

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

PHYSICAL DESCRIPTION

Setting and Site

Block 30 of the Rev. Map of St. Petersburg was determined to be an

archaeological sensitivity level two zone by survey conducted during a citywide survey by Janus Archaeological Research Inc. No FMSF forms of archaeological sites are on record for this block.

The historic appearance of the setting of the Pheil Hotel is one of an early 20th century "main street" commercial district in the urban center of St. Petersburg.

The plat of the city was made in 1888 by engineers of the Orange Belt Railroad and consisted of a grid plan of rectangular blocks oriented to due north, the blocks have central 20' wide alleys running E - W, the streets have 100' wide right of ways and intersect at 90 degree angles. Block 30 of this



Urban St. Petersburg c. 1926

plat, the hotel's site, is 450' E - W by 220' N - S and has an elevation of about 20' upon a ridge of well-drained sandy soil that slopes down to Tampa Bay. The north side of block 30 fronts on Central Avenue, the main central E - W artery of the city and historically the city's principal commercial street. This block fronts south onto First Avenue South which until the 1960s was part of the right of way of the city's principal rail line (first Orange Belt RR, later Atlantic Coast Line RR). This block fronts east onto Fourth Street which was historically an important commercial shopping street and was the principal N - S highway through the city until the creation of U.S. Highway 19 ca. 1950.

The structures along the 400 block of Central Avenue have changed constantly over time. Before 1918 the majority of the buildings on Central were one to three story vernacular style masonry or frame commercial buildings containing retail shops on the ground floor and a mixture of hotel rooms or offices on the upper floors. During the 1920s Florida Land Boom many of the pre-1918 structures were demolished and replaced by new buildings of a dramatically larger size that were of masonry construction and designed in more sophisticated architectural styles. The Pheil Hotel at the time it was built was the tallest building in the city and the nearby Snell Arcade Building, the West Coast Title Co. Building (City Multi-services bldg.), and the Florida Theater Building also built in this era were about 80' to 100' high thus creating the highest density land use in the city within this area centered on the intersection of Fourth Street and Central Avenue.

The present-day appearance of the area around the Pheil Hotel has not changed significantly in general appearance, many of its pre-1945 commercial buildings survive and this north half of the 400 block(block 30) of Central Avenue lies on the southern edge of the Downtown St. Petersburg Historic District (8PI10648) which was listed in the National Register of Historic Places in 2004.

The major alteration in appearance to this area was the demolition of most of the existing buildings on the 400 block (block 30) by the First National Bank between 1960 and 1968 to create parking lots and a parking garage for the bank which at this time occupied the two remaining historic buildings (Pheil Hotel and Central National Bank) which were linked together in this era.

Architectural Description

The description below describes the bank building as it appeared between before 1959, later alterations are listed separately below it. This description is based on historic photographs, Sanborn Fire Insurance maps and verbal descriptions from contemporary sources. The pre-World War II building plans and specs do not survive and the property's city building permit cards are incomplete before the mid-1940s. The structural systems are based on conjecture from similar structures of the same period.

Foundation;

The foundation is a poured in place steel reinforced concrete spread footing.

Structural system;

The building's structural system is a frame of steel posts and beams with exterior masonry curtain walls.

Plan;

The building is about 67' E-W fronting Central Ave. and about 90' N-S, it is an irregular rectangle in plan. The ground floor has two shops with street entrances facing Central Ave, an entrance hall and lobby to the theater fronting on Central Ave., and an entrance hall and lobby to the upper hotel floors located at the western end of the main (Central Ave.) facade. An elevator and stairwell for hotel access is located in the SW corner of the building. The first floor contains the hotel's main lobby and reception rooms that run across the building's front and have large windows facing onto Central Ave. The southern end of the first floor, which projects south beyond the main block of the hotel, contains the upper level of the theater and has a domed roof. The upper floors (4-11) of the hotel are rectangular in plan with a central corridor running E-W that give access to rooms on both sides, an elevator and stairwell are located in the SW corner of the building.

Exterior appearance and materials;

The north (Central Ave.) facade is the principal elevation of the building, the other three sides are plain, the north and south elevations are of brick walls abutting adjacent buildings on lower floors and above the 4th floor conform in appearance with the rear elevation. The rear (south) elevation is faced with brick and has punched window and door openings, and a projecting wood cornice at roof level that matches the main facade. The main facade is faced with cream colored cast ornamental terra cotta on its first three floors and on the top (11th)

floor below a projecting bracketed and coffered wood cornice that is topped by a simple roof parapet wall. The intervening floors (4 through 10) are faced with a light brown colored brick laid in common bond with slightly recessed white mortar joints. The window architraves and sills of these floors are of cream colored cast concrete. The windows are wood frame DHS 1/1 and the first floor has large wood framed arched multi-light windows. The main (north) facade is divided into four bays of unequal width, forming a balanced asymmetrical scheme. On the first floor the bays form from E to W 1- a bay containing 3 large arched windows with classical architraves separated by engaged columns, 2- a bay with one large "Palladian" or "Venetian" style window flanked by paired engaged columns, 3- a bay with 3 large arched windows identical to bay #1, 4- a bay with a single arched window flanked by engaged columns. The one story columns of this floor support a classical style frieze, all this detail is of cream colored, glazed, cast terra cotta. The second floor also clad in the same terra cotta is also divided into four, but here the bays contain windows in a pattern of 4-3-4-2 (E to W) that reflects the width of the bays. From the fourth to eleventh floors, the windows are placed in the four bays in a pattern of; 4-3-4-2. The eleventh floor is clad in matching cream terra cotta. The roofline sports a large projecting, bracketed, and coffered wooden cornice.

Roof;

The roof is of a flat built-up type with a low parapet wall, a large ornamented elevator penthouse occupies the SW corner of the roof.

HISTORIC ALTERATIONS (<1966)

The building had no significant alterations to the original fabric before a 1960 to 1964 renovation that wrapped an aluminum "brise-soleil" screen around all exterior sides of the building. The ground floor of the main (north) facade shop fronts were removed along with the theater entrance and replaced with large windows of fixed sheets of glass and a new entrance door in the center of the facade. The entrance to the hotel, now the Madison Hotel was retained and modernized. The ground floor was faced with white veined black marble. The cornice at the roof of the building was removed. The elevator penthouse was removed. The rear projecting wing that contained part of the theater auditorium was demolished and the remaining spaces occupied by the theater and its lobby were removed to create a large bank lobby on this floor.

MODERN ALTERATIONS (1966>)

The interior of the building was renovated in 1980.

INTEGRITY

Although the Pheil Hotel has been altered over time, it still retains significant exterior architectural integrity beneath the hanging aluminum facade and is clearly readable as a historic structure. The majority of the original structural features and architectural details are intact.

The Pheil Hotel retains integrity of design, location, materials, workmanship, feeling and association.

8. NUMBER OF RESOURCES WITHIN PROPERTY

<u>Contributing</u>	<u>Noncontributing</u>	<u>Resource Type</u>	Contributing resources previously listed on the National Register or Local Register
1		Buildings	1 bldg. (8Pi10450) as contributing resource to 2004 National Register of Historic Places "Downtown St. Petersburg Historic District" 8PI10648
	0	Sites	
	0	Structures	
	0	Objects	Number of multiple property listings
1	0	Total	n.a.

Pheil Hotel

Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- Its location is the site of a significant local, state, or national event.
- It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan

or physical development.

- Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

SUMMARY OF SIGNIFICANCE

The Pheil Hotel, located at 410 to 424 Central Avenue, meets three of the nine criteria necessary for designating historic properties listed in Section 16-525(d) of the City of St. Petersburg Code of Ordinances. These criteria are:

(3) IT IS IDENTIFIED WITH A PERSON OR PERSONS WHO SIGNIFICANTLY CONTRIBUTED TO THE DEVELOPMENT OF THE CITY, STATE, OR NATION; (4) IT IS IDENTIFIED AS THE WORK OF A MASTER BUILDER, DESIGNER, OR ARCHITECT WHOSE INDIVIDUAL WORK HAS INFLUENCED THE DEVELOPMENT OF THE CITY, STATE, OR NATION; AND (6) IT HAS DISTINGUISHING CHARACTERISTICS OF AN ARCHITECTURAL STYLE VALUABLE FOR THE STUDY OF A PERIOD, METHOD OF CONSTRUCTION, OR USE OF INDIGENOUS MATERIALS.

Under **Criteria 3** the hotel is significant for its association with Abram Pheil a pioneer businessman of the city, mayor of St. Petersburg, and the first passenger of a commercial airline. Under **Criteria 4** the property is significant for its association with two important St. Petersburg architects who designed and supervised its construction, William S. Shull and Edgar Ferdon. The property is also significant under **Criterion 6** for its method of construction being the city's first "skyscraper", this 11 story reinforced concrete structure was the tallest building in St. Petersburg until the 1960s. The Pheil Hotel is also significant as one of the largest contributing building within the National Register of Historic Places "Downtown St. Petersburg Historic District" (8PI10648).

The Pheil Hotel is significant in the areas of Commerce, Settlement, Entertainment, and Community Planning and Development as well as for its association with pioneer Abram C. Pheil. In addition to serving as an early hotel

and historic theater, the building was one of the city's first skyscrapers. The Pheil Hotel and Theater remain as one of the few extant buildings associated with Abram C. Pheil and as a testament to his vision and service to St. Petersburg.

Areas of Significance

(see Attachment B for detailed list of categories)

architecture, commerce, settlement,
community planning & development,
entertainment, association with Pheil & Shull

Period of Significance

1917 to 1959

Significant Dates (date constructed & altered)

1917, 1924

Significant Person(s)

Abram C. Pheil

William S. Shull AIA

Cultural Affiliation/Historic Period

Builder

Abram C. Pheil

Architect

William S. Shull jr.(1917- 1922), Edgar
Ferdon (1922- 1924)

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

SUMMARY

HISTORIC CONTEXT: St. Petersburg's 1920s Land Boom Era Hotels
Winter tourism was the main source of the city's economic growth and prosperity in the early 20th century and housing these visitors created the bulk of St. Petersburg's largest early construction projects. By 1915 the downtown was full of a variety of seasonal accommodations ranging from modest boarding houses to upscale hotels, most were small scale frame buildings. The largest were; the Detroit Hotel at 201 Central the town's oldest completed in 1888,

nearby on 2nd St. was the Floronton Hotel built in 1910 it was the town's first masonry hotel. The Poinsettia Hotel at 450 Central, a 3 story brick structure was the "travelling salesman" hostelry, the West Coast Inn on 1st. St. S. was favored for its water views and proximity to the Fountain of Youth, and the 4 story Huntington Hotel in the 300 block of 4th Ave. N built in 1904 with lush tropical gardens

Pheil Hotel and Theater, 1924, Museum of History P00429



was the town's most elegant and expensive winter resort . During World War I era (1914- 1918) tourism remained strong in St. Petersburg despite a sharp recession in local real estate development. The war actually helped Florida tourism because it forced Americans to find an alternative to overseas travel. The permanent population of St. Petersburg also grew during the war increasing from 7,186 in the 1915 state census to 14,237 in the 1920 federal census (Fuller, Walter, _St. Petersburg and Its People (1972) p. 159). The Pheil Hotel and Pheil Theater project was conceived in 1916 to serve this increasing tourism demand, however the 1917 to 1918 federal construction moratorium caused by the war hampered its construction. The pent up demand in the post-war years triggered a hotel construction boom in St. Petersburg that began with the construction of the Alexander Hotel (535 Central) in 1919, the Hotel Cordova (235 2nd Ave. N) in 1921, and the Ponce de Leon Hotel (95 Central) in 1922. The rapidly increasing wealth of Americans during the "roaring twenties" combined with St. Petersburg's aggressive national advertising campaign to promote tourism resulted in a boom in new hotel accommodations between 1920 and 1926 with ten new hotels built and the majority of it was built in the downtown area. The Suwannee Hotel 1923, the Soreno Hotel 1924, the Mason (Princess Martha) Hotel 1924, the Pennsylvania Hotel 1926 and the Vinoy Park Hotel 1926 among others (Fuller, Walter, _St. Petersburg and its People (1972) p. 159).

HISTORIC NARRATIVE

In July 1905 Abe Pheil purchased two lots in the 400 block of Central Avenue from Frank A. Wood. "Pheil to build at once"

the newspaper said, a masonry building 67' wide and 9' deep, two or three stories high, the owner hasn't yet decided ("St. Petersburg Times", 15 Jul. 1905, sec.1, p.1). In October 1909 Pheil bought land adjacent to the west of his property from Mr. Gore, the newspaper headline said "Pheil block to be enlarged" ("St. Petersburg Evening Independent", 25 Oct. 1909, sec.1, p. 1). A small attic fire in this building of shops and offices resulted in arguments with the city building department inspectors to upgrade and fireproof it, this was likely the event that made Pheil decide to demolish it and plan a more ambitious use for the property which was now located in the absolute center of downtown commerce.



The Pheil circa 1930.

The Pheil Hotel and Pheil Theater project was started by Abram C. Pheil in 1917. "owner & builder A. C. Pheil, a masonry theater and hotel, 3 story, 80' X 100', cost \$115,000, architect Wm. S. Shull, owner is taking bids" ("The American Contractor", vol. 38 (22 Sep. 1917) p. 28). The city's property card for 410 Central says, Sep. 25, 1917, 2 story brick bldg. & moving picture theater, cost \$40,0000, owner A. C. Pheil (City of St. Petersburg, Property Card 410 - 424 Central Avenue. In February

1919, a newspaper article said, "After overcoming many obstacles and accomplishing the desired results through great efforts, Pheil has completed his handsome picture theater on Central Avenue." "W. S. Shull, architect for the theater said, "the public will never know what had to be overcome to complete this building during the war period, it was most trying at every angle." This statement refers to the strict controls imposed on construction and building materials by the government during 1917 and 1918. "You enter the theater from a 25' long lobby that fronts on Central, the doorway to the theater is under the screen, and the projection booth is in a fireproof cubicle that projects from the rear of the building over the alley. The theater is 14' wide at the entrance, 75' in depth, 65' in width at the rear. The ceiling has a 20' dome with a mural of the sky with cherubs..." "... the dome also serves as ventilation for the theater. The color scheme is silver gray walls with cream colored trim, and old rose colored draperies." ..." The theater also has a \$12,000 organ. ..." the lobby to the theater has a decorative tile floor, on the side walls pilasters of granite colored terracotta, and the ceiling panelled." Shull completed his description of the building by saying, "In the near future the hotel section will be finished with the same care and thought and should result in one of the finest hotels in the country." ("St. Petersburg Evening Independent 14 Feb. 1919, sec. 1, p. 1).

On 28 Jun. 1918 another permit for \$25,000 was issued to Pheil for work on the 11 story hotel tower ("St. Petersburg Daily Times" 29 Jun. 1918, sec.1, p.15, 'Pheil building to go up to ten stories'). During August 1920 work was stopped by McDevitt the city building inspector over fears that Pheil was not having the project supervised by a licensed civil engineer and that the reinforced concrete framework then 7 stories high might not be adequate. A well respected Atlanta engineer, C.C. Whitaker was called in to do load bearing tests on the building. The frame only deflected 3/4" when 124 lbs. per square inch of pressure was exerted, the test vindicated Pheil and the building inspector had nothing to say to the press ("St. Petersburg Evening Independent" 4 Dec. 1920, sec.1, p. 4 "Engineer Tests Pheil Building'). In May 1921 Pheil again was in a dispute with the city building inspector and work had been halted. He announce to the press that he intended to enlarge the hotel to 800 rooms using land that he owned south of the alley that extended to 1st. Avenue S. to erect a new tower with 700 rooms that would connect to the existing tower by a bridge over the alley. Pheil said to the press that, "The foundation and structural work had never been declared unsafe and that the argument was



Pheil under construction 1925

based only on his failure to employ a licensed architect and engineer to supervise building the first three stories of the building which was in violation of city building code." Pheil did hire Carl Dittmar of Tampa a civil engineer and Edgar Ferdon as supervising architect to satisfy the city. ("St. Petersburg Times" 7 May 1921, sec. 1, p.6 'Pheil Plans 800 Room Hotel; declares his building safe'). In June 1921 the newspaper reported that the "ninth floor Pheil Hotel soon goes up" says Carl Dittmar licensed engineer from Tampa in charge of the project, "he is making the reinforced concrete much stronger than is called for by building rules and the framework has already stood excessive tests to determine its strength" ("St. Petersburg Evening Independent" 28 Jun. 1921, sec.1, p.9). In September 1921 Pheil told a newspaper reporter that work would resume this week with the setting of forms for pouring the ninth floor and that all the work will be finished by the beginning of 1922, "...there will be no more stopping of work" he said ("St. Petersburg Evening Independent" 5 Sep. 1921, sec.1, p. 1 'Resume Work Pheil Hotel'). However on 25 Oct. 1921 a hurricane slammed into the Tampa Bay area with winds of 115mph. and it pounded the construction site which prompted Pheil to tell a reporter, "What man may do to injure me, I would resent. This is His work and I shall not complain." (Hartzell, Scott, St. Petersburg: an Oral History (2002) p. 23). Work resumed in early

1922, but in March a dispute between Pheil and the civil engineer, Carl Dittmar took place and Dittmar asked the city building inspector to issue a stop work on the building. Dittmar claimed that the contract for his fee stated \$15,000 and Pheil countered that this amount was excessive ("St. Petersburg Evening Independent" 16 Mar. 1922, sec.1, p.1). Work was delayed for months in the summer of 1922 by a shipment of ornamental terracotta facing for the exterior of the mezzanine to third floor levels of the hotel from the manufacturer in New Jersey. The same material will be used on the top floor of the building. The material arrived 16 weeks late and was the wrong color, being cream instead of white which was the color ordered. The replacement terracotta will take months to manufacture and ship. The rejected tile cost \$11,800 and will be used by the Atlantic Coast Line railroad as fill in its construction projects ("St. Petersburg Evening Independent", 19 Jul. 1922, sec. 1, p. 1 'Mistake in Material sent Delays the Pheil Hotel', "St. Petersburg Evening Independent", 18 Sep. 1922, sec.1, p.1, 'Long Delayed Terra- Cotta Arrives for Pheil Hotel'). The autumn of 1922 saw two major setbacks to the hotel project, William Shull, the hotel's architect died suddenly aged 34 and Abram C. Pheil died aged 55 on 1 Nov. 1922.



Abram L. Pheil.

In early 1923 downtown St. Petersburg was swarming with workmen as \$3.1 million dollars in major new construction project were underway surrounding the half-completed Pheil Hotel. Many were tourist hotels, the \$750,000 Soreno Hotel, the \$750,000 Mason (Princess Martha) Hotel, the \$500,000 Suwannee Hotel, and the \$200,000 Royal Palm Hotel were all under construction. Meanwhile, the young Abe L. Pheil was busy directing a team of workmen building the curtain walls of the hotel as funds became available during the probate of his father's estate ("St. Petersburg Times", 27 May 1923, sec. 1, p. 17). In May 1923 William Booth the attorney for the Abram Pheil estate obtained financing to complete the hotel building a \$150,000 loan from an anonymous "winter resident from Chicago", during Pheil's lifetime the project had been financed on a strictly cash basis as funds were available to him. Booth told the press that this would enable the project to be completed before 1 Oct. 1923

and when finished the hotel would represent a total investment of \$400,000. He also said that "the hotel will soon be leased unfurnished to a northern hotel corporation who will be here soon to arrange furnishing it" The press reported that plumbing work was complete for the entire building and that the brick veneer work (exterior curtain walls) were complete to the 8th floor (the steel reinforced frame was already finished), however a shortage of brick masons has slowed progress ("St. Petersburg Times" 10 May 1923, sec.1, p. 5, 'Pheil Hotel Work Rushed'). On 10 Sep. 1923 the newspaper reported "big force to go to

developer said that the hotel was obsolete by the time that it opened ---- (Fuller, Walter, "St. Petersburg and its People (1972) p.159).

The outbreak of World War II on 7 Dec. 1941 instantly destroyed St. Petersburg's tourism based economy and local officials began lobbying the federal government to use the city's abundant hotel housing to bring servicemen

HUMAN FLY THRILLS 15,000 WITH CLIMB OF PHEIL HOTEL

Evening Independent, 21 Feb. 1925

here for training. In February 1942 the War Department chose the city as a major technical services training center for the Army Air Corps and they leased every major hotel in the city (Arsenault, Ray, St. Petersburg and the Florida Dream (1988) p. 299). After lengthy discussions the family was pressured in a lease dated 10 Aug. 1942 to accept an annual rent of \$19,750 as their patriotic duty toward the war effort (National Defense Program Hearings Before the U.S. Senate, 78th Congress, part 21 Investigation of the National Defense Program 9009 (Gov't Printing Office 1944) exhibit #952). On 20 Jul. 1943 the newspaper reported that an 120 lb. safe was found in room #508 of the Pheil Hotel that had been stolen from the Postal Telegraph Office. It had been cracked and about \$125 in cash stolen, but bonds and other papers were intact. The news noted that although the hotel was requisitioned as army barracks it was unoccupied at this time ("St. Petersburg Times" 20 Jul. 1943, sec. 1, p.1).



Pheil Hotel 1898

After the war the Pheil Hotel was repaired and reopened for business in 1946. It continued to operate as a year-round business unlike many of the downtown seasonal hotels. In 1959 the hotel and theater building was leased for 99 years for \$1 million by the Pheil family to the First National Bank of St. Petersburg who owned the adjacent bank building at 400 Central Avenue ("St. Petersburg Times", 27 Oct. 1959, sec. B, p.1 'Bank Acquires Pheil Property'). On 4 Dec. 1959 the First National Bank obtained a demolition permit from the city to demolish the theater, cost \$8,000. On the Pheil Theater portion of the site a new two story building was built and the remaining theater lobby portion of the ground floor and it adjacent two retail shops was remodelled into a banking lobby and offices (City of St. Petersburg, Property Card 410- 424

Central Avenue). The upper hotel floors and the ground floor lobby were sub-leased and it was known as the Madison Hotel from 1960 till it closed on 31 May 1973 due to fire code violations. The hotel space remained vacant for seven years till 1980 when the Century Bank (successor of First National Bank) spent \$1 million to renovate this space into offices, R. C. Wedding was the architect of this project ("St. Petersburg Times" 20 May 1980 sec. B, p. 3). The building later became the First Union Bank Tower and was occupied until 2006. It has been vacant since 2006.

Biographies of Significant Persons Associated with the Site

ABRAM CUMP PHEIL (1867 - 1922)

Abram Pheil was born on 12 Feb. 1867 at Williamson, PA. He moved to Citrus County, Florida in 1884 and worked in phosphate mines. Pheil moved to St. Petersburg in 1894 and worked as a grocery clerk for John C. Williams and later as an employee of George King's lumber mill. He saved his money and eventually purchased the sawmill from King. In 1897 Pheil obtained bank financing to purchase for \$2,500 controlling interest in the St. Petersburg Novelty Works, the town's largest hardware and building supply company that was located on a square block of land at 7th St.



A.C. Pheil , 1912. Courtesy of St. Petersburg Museum of History, P01174.



Fansler, Pheil, and Jannus, January 1, 1914. Courtesy of St. Petersburg Museum of History P00310

and 1st Ave. South. In 1912 he sold the business for

\$40,000 to Charles Durant. Pheil was elected to the St. Petersburg City Council in 1904 and re-elected in 1906. He was elected mayor of the city in 1912 and served till 1913 when a new charter altered the system of governance. On 1 Jan. 1914 Pheil became the world's first

commercial airline passenger on the Tampa - St. Petersburg Airboat Line by paying \$400 for the first flight ticket in a charity auction. Pheil

speculated in local real estate and his largest investment was the Pheil Hotel and Pheil Theater project that occupied him from 1916 till 1922. Pheil lived with his wife and children in a frame single family home that was located at 402 3rd St. N. (in 1952 his sons split this house in half and moved it to 720 & 722 50th St. S.). Abram C. Pheil died aged 55 of cancer in St. Petersburg on 1 Nov. 1922, he was survived by his wife and four children (Hartzell, Scott, _St. Petersburg: An Oral History (2002) pp. 22- 24).

WILLIAM SIEGEL SHULL Jr. (1889 - 1922)

William Siegel Shull jr. was born at Delanco, New Jersey 28 May 1889 the son of William Shull (Pinellas County, Fl. Civilian Draft Registration 1917- 1918, @U.S. GenWeb Archives online, retrieved Jan. 2016). The elder William Shull is listed in 1904 and 1907 as a union member of the Painters, Decorators, and Paperhangers Brotherhood at 313 New Hampshire Ave., Atlantic City New Jersey ("The Painter & Decorator", vol. 21, p. 501 and vol. 18, p. 612). A 1910 advertisement for the International Correspondence Schools located at Scranton, PA says "Learn how the ICS can better your job and salary -just as it lifted Wm. S. Shull jr. of Atlantic City from elevator boy to architect's assistant" ("Popular Mechanics", Apr. 1910, p. 103). The first known project by Shull was the 1913 Church of the Messiah at Ventnor City, NJ (a suburb of Atlantic City) located on Ventnor Ave., to cost \$16,000 ("American Architect & Architecture". vol. 103 (18 Jun. 1913) p. 12). In 1914 Shull & Berry were architects of a two story brick residence 30' X 32' and garage to cost \$5,000 for owner A. P. Johnson, Atlantic City ("The American Contractor", vol. 35 (25 Apr. 1914) p. 55). In 1916 Berry & Shull Architects, Guarantee Trust Bldg. Atlantic City, NJ announce that they have dissolved partnership, each will continue practice in the Guarantee Bldg. under his individual name; Frank A. Berry and W. S. Shull ("The American Contractor", vol. 37 (4 Mar. 1916) p. 107).

William Shull moved to St. Petersburg by 1917 and he is listed on a city property card as the architect of the Lewis Building #4, a two story masonry Mission style commercial building on the SE corner of 1st. Ave. and 3rd St. N (demolished) (City of St. Petersburg Planning Dep't, "Block 25 Historic District Proposal (2012) p. 32). Shull's next project in St. Petersburg in 1917 was for "owner & builder A. C. Pheil, a masonry theater and hotel, 3 story, 80' X 100', cost \$115,000, owner is taking bids" ("The American Contractor", vol. 38 (22 Sep. 1917) p. 28). In 1919- 1920 Shull was the supervising architect for the Alexander Hotel, 535 Central Ave. (Nat. Reg. listed & local landmark) which was designed by the nationally famous architect Neel Reid of Hentz, Reid, & Adler of Atlanta, GA (Hansen, H. F. National Register nomination Alexander Hotel (1984).

In 1919 Shull also served as architect for a one story masonry department store building with a tile roof built by owner James A. Scanlan, Scanlan Co. to cost \$18,000 to \$20,000 ("Industrial Development & Manufacturer's Record", vol. 76 (10 Jul. 1919) p. 120). In 1918 -1919 Shull designed a lavish new residence on five acres on Bayou Bonita (4th St. S., St. Petersburg) for R. B. Worthington, this eclectic style 2 story masonry house was featured in a photo spread of a nationally circulated magazine ("Architecture: the Professional Architectural Monthly", vol. 40 (Dec. 1919) plates cxcv to cxcviii). This single family home in 1921 became the Bayou Bonita Golf & Yacht Club ("St. Petersburg Evening Independent", 9 Mar. 1921, sec. 1, p. 1). The house became a private residence again in the 1930s when it was purchased by Hubert Rutland.

In 1920 Shull designed the First Church of Christ Scientist in Tampa, 408 Grand Central Ave., a reinforced concrete, hollow tile, and brick 90' X 125' building to cost \$75,000 to \$100,000 ("Engineering News Record", vol. 85 (11 Nov. 1920) p. 251). In 1921 Shull designed another important single family residence at 1800 North Shore Dr. NE for owner A. Louis Kuemsted president of Gregory Electric Co. of



First Church of Christ Scientist, Tampa

Chicago, the "W. S. Shull, architect will erect \$25,000 2 /12 story stuccoed brick with stone trim, tile roof residence, Chas. Dubois contractor" ("Industrial Development & Manufacturer's Record", vol. 80 (22 Dec. 1921) p. 87). In 1921-1922 Shull designed the elegant Beaux-Arts Neoclassical style Hotel Cordova (253 2nd. Ave. N.) "W. S. Shull, architect has completed plans for a new hotel to be erected by Fred Scott on 2nd. Ave, N.



Hotel Cordova

("American Architect", vol. 119 (22 Jan. 1921) p. 14). In 1922 the newspaper reported "to erect arcade building on the design of Post Office, plans drawn by W. S. Shull, local architect... for owner Harvey C. Chase an arcade and two story office building on 1st Ave. N. with 1 large store and 16 small shops, and 34 offices... to west of the post office that will cost \$75,000 to \$100,000.... masonry stuccoed building with stone columns to conform strictly with the P.O. design...120' frontage on 1st. Ave. running 100' to the alley (building demolished) ("St. Petersburg Evening Independent", 23 Jun. 1922, sec. 1, p. 1). This

building was at 434- 442 1st. Ave. N. and known as the Magnolia Arcade (demolished). Shull's last major project was the St. Petersburg Electric Power Plant (3rd. St. S.). "The dep't of public utilities, city of St. Petersburg, Fla. will take bids until Sept. 11 for a new power plant, 70' X 120' , W. S. Shull, archt." ("Iron Age", vol. 110 (7 Sep. 1922) p. 639). Shull died in an automobile accident. In the autumn of 1922 the newspaper reported "The annual convention of the Florida A.I.A. of which the late William S. Shull of this city was secretary will be held in Tampa..." ("St. Petersburg Evening Independent", 5 Dec. 1922, sec. 1, p.6).

EDGAR FERDON (1868 - 1932)

Edgar Ferdon was born in Englewood, New York on 17 Oct. 1868 the son of David Ferdon (1843- 1903) and his wife Elizabeth VanVoorhis Ferdon (1848-

1920) (gravestones, Greenwood Cemetery, St. Petersburg FL). In 1880 David Ferdon was living at Summit, NJ, but moved to St. Petersburg with his wife and son Henry about 1890 and settled on 9th Street (1880 Federal Census, 1895 Florida State Census). David was a building contractor and constructed a frame building for St. Peter's Episcopal Church in 1896 ("St. Peter's Cathedral, landmark designation report, HPC 2009-02). In 1899 the Building Committee of the First Baptist Church of Brooksville, FL asked David Ferdon "a contractor from St. Petersburg to discuss construction plans for the new church, but he said that he was so busy he could not do so." (First Baptist Church Brooksville FL Record Book 1856- 1920, p. 94).

In 1892, although not a permanent resident, Edgar Ferdon designed the Chautauqua Villa, the first house to be built on the north of Central for Mrs. Mollie Allen (NE corner of 1st. Ave. and 2nd St. N (demolished). The next year he returned to build the Ed T. Lewis Store at 3rd St. and Central Ave. ("St. Petersburg Evening Independent", 3 May 1932, sec.1, p.6 'Edgar Ferdon, Pioneer Architect, builder of many landmarks dies'). An ad in "The Summit Herald" on 9 Apr. 1898 says, "Edgar Ferdon, Carpenter and Builder, jobbing promptly attended to at reasonable prices". Edgar moved to St. Petersburg permanently with his wife, Florence and children in 1903 from Summit, New Jersey after the death of his father and continued his father's construction business. An ad in the "St. Petersburg Times" 18 Apr. 1904 (sec.1, p.3) says, "Edgar Ferdon, Architect & Builder, plans and specifications furnished, estimates given, contract for buildings of all classes".

From 1905 to 1907 Ferdon designed the first masonry buildings in Sarasota, FL; the Gilleppe Block at Five Points, and the Gillespie (later the Halton) Sanitarium ("Sarasota Herald Tribune" 28 Mar. 2010, 'The Faux Stone Age'). Ferdon bought a lot from Gillespie and built a rusticated concrete block house that he and his wife sold in 1907 to Dr. C. B. Wilson (Latham-Kerns, Sarah, "National Register" nomination Wilson House 1983) passim). Between 1913 and 1915 Ferdon worked in partnership with architect George Feltham (Polk, R.L. ed., St. Petersburg City Directory, 1913 -1916, passim). The majority of Ferdon's designs are located in St. Petersburg where he resided from 1903 till 1932. Ferdon died suddenly from a stroke on 2 May 2 1932 at his home at 2345-1/2 First Ave. N., he is survived by his wife, Florence and four sons. "Ferdon was the pioneer architect of this city and holds first place in years of practice in St. Petersburg." ("St. Petersburg Evening Independent", 3 May 1932, sec.1, p.6 'Edgar Ferdon, Pioneer Architect, builder of many landmarks dies', "St. Petersburg Times", 3 May 1932, sec.1, p.2).

Below is a list of Ferdon's most important projects;

- 1910 - First Congregational Church, 256 4th St. N., St. Petersburg (local landmark 1993), Neo-Gothic style, reinforced concrete and concrete block bldg.

- 1913 - American Bank and Trust Building, 342 Central Ave, St. Petersburg (demolished 1978), a 2 story brick bldg. with granite facade
- 1913 - Home Security Building (Florida Bank & Trust Building), 480 Central Ave., St. Petersburg (demolished), 4 story brick bldg. bank offices on ground floor, offices upper floors ("St. Petersburg Daily News", 14 Oct. 1913, p.1).
- 1919 - Albemarle Hotel, 145 3rd Ave. NE, St. Petersburg (demolished) 90 rooms, 3 stories, cost \$25,000, Edgar Ferdon architect ("The Plumbers Trade Journal", vol. 67, 15 Nov. 1919, p. 679).
- 1920 - First Baptist Church of St. Petersburg, Sunday School Building (demolished) 5 story addition to rear of the First Baptist Church, auditorium, and offices ("St. Petersburg Evening Independent", 18 Dec. 1920, sec.1, p.1).
- 1921 - Harrison Hardware Building, 870 Central Ave., St. Petersburg (demolished)
- 1924 - Community Tabernacle Church, 1000 5th Ave. S., St. Petersburg (demolished), a 5,000 to 6,000 seat auditorium, reinforced concrete, tile, and steel ("St. Petersburg Times", 26 Apr. 1924, sec. 1, p.1).
- 1924 - H. F. Stone Residence, 1536 Park St. N., St. Petersburg, \$80,000 14 room, masonry & brick, tile roof, 2 stories & basement, 10,000 sq.ft. in "strict Spanish style" ("St. Petersburg Evening Independent", 26 Feb. 1924, sec.1, p.7).
- 1925 - Y.W.C.A. Lee St. betw. 8 & 9Th Ave., St. Petersburg (demolished), cost \$200,000 ("St. Petersburg Evening Independent", 16 Jun. 1925, sec. 1, p.1).
- 1925 - Prather Hotel Block, 133 -145 Central Ave., St. Petersburg (demolished), 3 story masonry bldg. containing hotel and businesses ("St. Petersburg Times", 10 Jul. 1925, sec.1, p. 12).
- 1925 - Crislip Arcade, 645 Central Ave., St. Petersburg, 1 story masonry arcade of shops
- 1925 - American Maid Ice Cream Co., 1601 3rd St. S. (local landmark), masonry industrial bldg.
- 1930 - Hollander Hotel, 421 4th Ave. N., St. Petersburg. Building permit to Richard Chaffey for \$65,000 3 story brick, tile, and steel hotel, 70 rooms, Edgar Ferdon architect ("St. Petersburg Evening Independent", 4 Jun. 1930, sec.1, p.1).
-



Crislip Arcade

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.

American Architect and Architecture, Vol. 103, June 18, 1913
American Architect and Architecture, Vol. 119, Jan, 22, 1921
Architecture: The professional Architectural Monthly, Vol. 40, Dec. 1919
Arsenault, Raymond, *St. Petersburg and the Florida Dream* (1988)
City of St. Petersburg Planning Department, Block 25 Historic District Proposal (2012)
City of St. Petersburg Property Card 410-424 Central Avenue
Engineering News Record, Vol. 85, Nov. 11, 1920
First Baptist Church Brooksville Florida Record Book 1856-1920
Fuller, Walter, *St. Petersburg and Its People* (1972)
Gravestones, Greenwood Cemetery, St. Petersburg, Florida
Hansen, H. F., *National Register Nomination Alexander Hotel* (1984)
Hartzell, Scott, *St. Petersburg: An Oral History* (2002)
Industrial Development and National Manufacturer's Record, Vol, 76, July 10, 1919
Industrial Development and National Manufacturer's Record, Vo. 80, Dec. 22, 1921
Iron Age, Vol. 110. Sept. 7, 1922
Latham-Kerns, Sarah, *National Register Nomination Wilson House*, 1983
National Defense Program hearings Before US Senate, 78th Congress. Gov't Printing Office 1944
Pinellas County Florida, Civilian Draft Registration 1917-1918
Popular Mechanics. April 1910
Sarasota Herald Tribune. Mar. 28, 2010
St. Peter's Cathedral Designation Report, HPC 2009-02
St. Petersburg City Directory, 1913-1916
St. Petersburg Daily News. Oct. 14, 1913
St. Petersburg Evening Independent, Feb. 14, 1919
St. Petersburg Evening Independent, Dec. 18, 1920
St. Petersburg Evening Independent. Mar, 9, 1921
St. Petersburg Evening Independent. June 28, 1921
St. Petersburg Evening Independent. Sept. 5, 1921
St. Petersburg Evening Independent. Mar. 16, 1922
St. Petersburg Evening Independent. June 23, 1922
St. Petersburg Evening Independent. July 19, 1922
St. Petersburg Evening Independent. Dec. 5, 1922
St. Petersburg Evening Independent. Sept. 10, 1923
St. Petersburg Evening Independent. Dec. 1, 1923
St. Petersburg Evening Independent. Feb. 26, 1924
St. Petersburg Evening Independent. Oct. 31, 1924
St. Petersburg Evening Independent. June 16, 1925
St. Petersburg Evening Independent June 4, 1930
St. Petersburg Evening Independent. May 3, 1932

St. Petersburg Evening Independent. May 3, 1932
St. Petersburg Times. April 18, 1904
St. Petersburg Times, July 15, 1905
St. Petersburg Times, July 15, 1905
St. Petersburg Times. May 10, 1923
St. Petersburg Times. May 27, 1923
St. Petersburg Times. April 26, 1924
St. Petersburg Times. July 10, 1925
St. Petersburg Times. May 3, 1932
St. Petersburg Times. July 20, 1943
St. Petersburg Times. Oct. 27, 1959
St. Petersburg Times. May 20, 1980
The American Contractor. Vol. 35, April 25, 1914
The American Contractor. Vol. 37, March 4, 1916
The American Contractor. Vol. 38, Sept, 22, 1917
The Painter and Decorator. Vol, 21 and Vol, 18
The Plumbers Trade Journal. Vol. 67, Nov. 15, 1919
The Summit Herald. April, 9, 1898

St. Petersburg Local Landmark Designation Application

Name of property Phiel Hotel

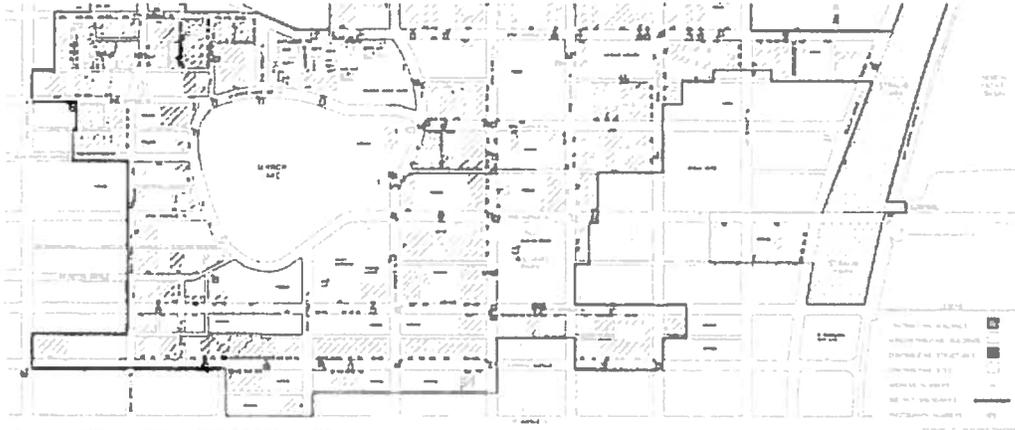
Continuation Section

Page

Map of Boundary for Phiel Hotel



Phiel Hotel boundary in red



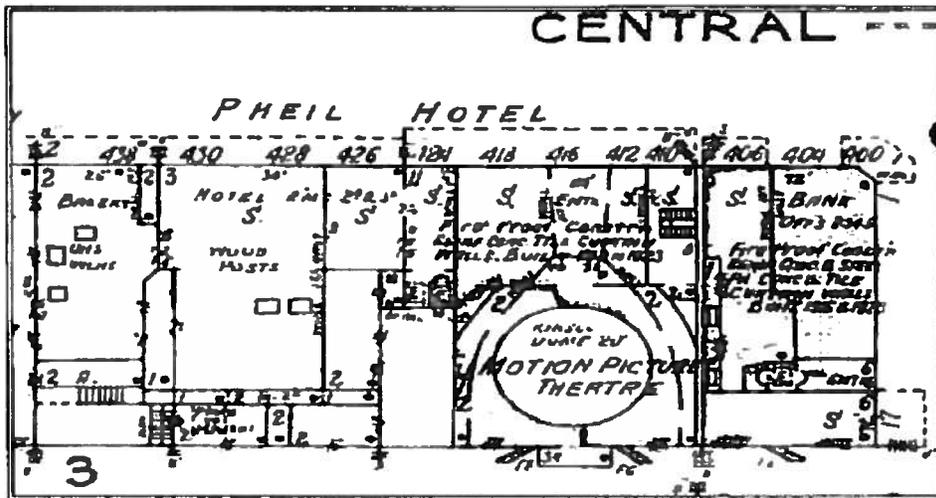
DOWNTOWN ST. PETERSBURG HISTORIC DISTRICT
 ST. PETERSBURG (PINELLAS COUNTY), FLORIDA

TIMOTHY W. CLEMONS, AIA
 221 ST. AVENUE N
 ST. PETERSBURG, FL 33708
 (727) 821-7878

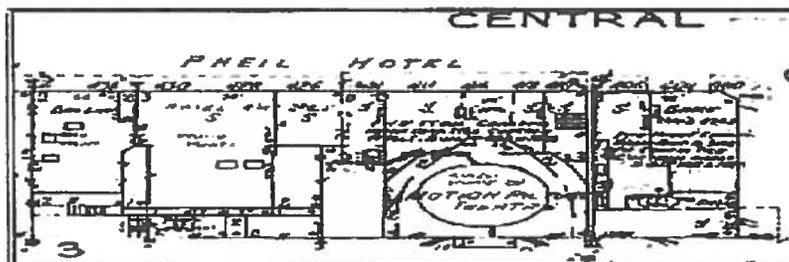
W. CARL SKYER, HISTORIC SITE SPECIALIST
 FLORIDA BRANCH OF HISTORIC PRESERVATION
 611 GRAY BLVD., SUITE 1
 TALLAHASSEE, FL 32309-2600 (904) 745-6333

Pheil Hotel boundary in yellow

Sanborn Maps

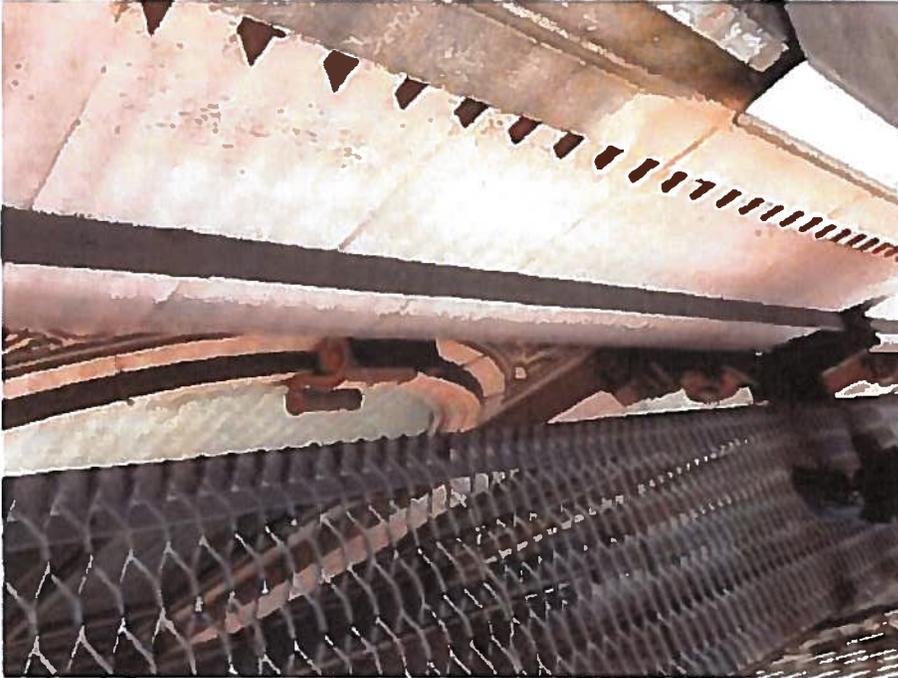


Sanborn Map 1918



Sanborn Map 1923

Photo 1



Ornamental cast stone around second-story arched window openings

Photo 2



cornice detailing

Photo 3



Present photo of Central National Bank building (foreground); Pheil Hotel building (background)

Historic Photos

Photo 4

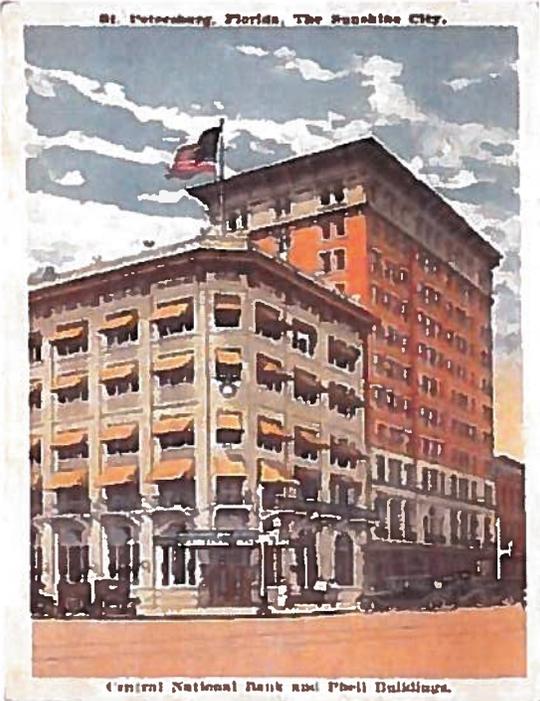


Photo 5



Photo 6



Pheil Hotel and Theater, 1935, Museum of History P02514

Photo 7



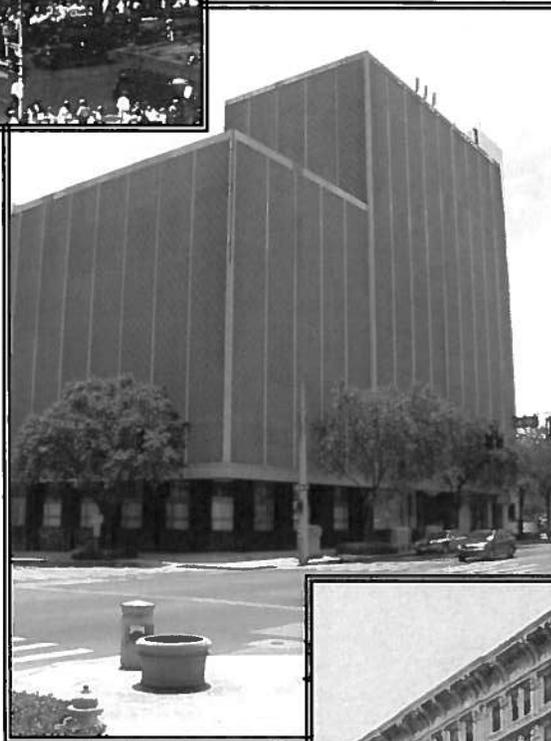
First National Bank and Pheil Hotel, 1960, Burgert Bros. Collection, Hillsborough County Public Library System

APPENDIX C
Central National Bank and Pheil Hotel and Theatre History Report
Prepared September 2010



Central National Bank

and

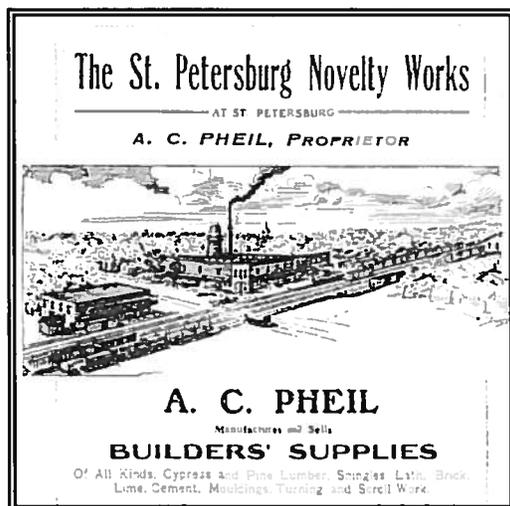


Pheil Hotel and Theater



The buildings more recently known as the Wachovia or First Union Bank were constructed as the Pheil Hotel and Theater and the Central National Bank. Situated on the southwest corner of 4th Street and Central Avenue, the corner building at 400-406 Central Avenue was built in 1912 as the Central National Bank and Trust (later occupied by the First National Bank upon its formation in 1936). The adjacent building, 410-424 Central Avenue, was historically the Pheil Hotel and Theater with the theater occupying the 2nd and 3rd stories of the hotel building. Around 1959, the First National Bank purchased the Pheil Hotel and Theater and added the metal grille to both buildings in 1960 to unify and modernize the appearance of their property.

Construction on the Pheil Hotel and Theater, started in 1916 as a project to occupy the parcel between the Central National Bank and the Pheil Building built by pioneer businessman Abram C. Pheil. Originally from Pennsylvania, Pheil settled in Citrus County, Florida in 1884, before relocating to St. Petersburg in 1894. He first worked in the sawmill owned by George L. King for \$1 per day. With his savings, Pheil purchased several lots, largely on credit, built houses on

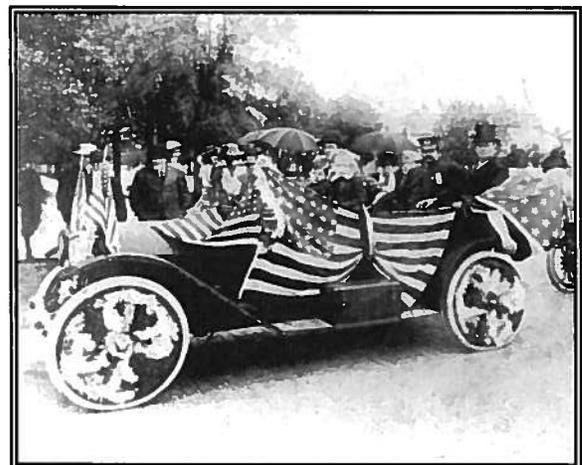


St. Petersburg Novelty Works, ca. 1900. Courtesy of St. Petersburg Museum of History, P00544.

Advertisement from 1908 St. Petersburg City Directory

the lots, and sold them at a profit. He purchased King's sawmill, and purchased the St. Petersburg Novelty Works in 1897 for \$2,500. The sawmill and the St. Petersburg Novelty Works were major sources of hardware and building supplies in the city at the turn of the century. In 1912, he sold the Novelty Works for \$40,000 (Grismer 1948:281-82; Straub 1929:423; Hartzell 1999).

Pheil played an active role in improving and promoting St. Petersburg. Before streets were actively maintained by the City, Pheil would take sawdust from the sawmill and fill the sand ruts along Central from 7th Street to the bay. He advocated for municipal ownership of all public utilities. He was elected to City Council for two terms starting in 1904 during which he led the



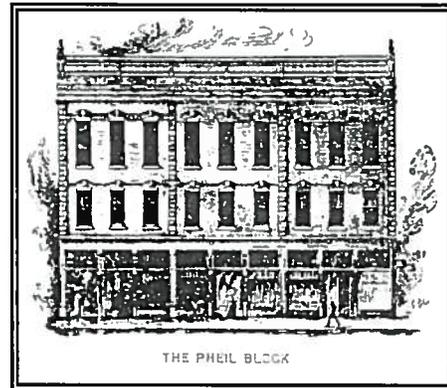
Washington's Birthday Parade, 1912. Mayor Pheil, Police Chief, and Pheil's sons Clarence, left, and Harvey. Courtesy of St. Petersburg Museum of History, P02503



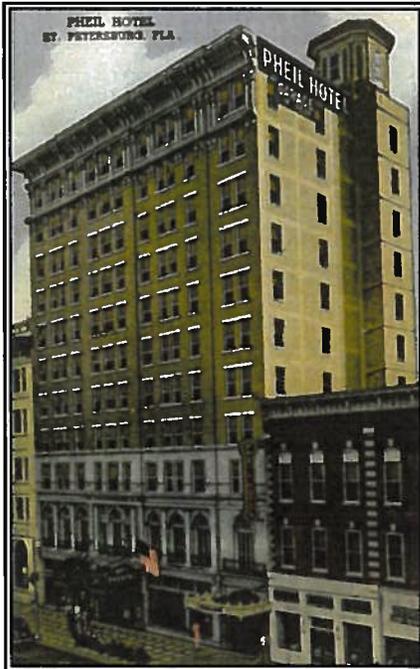
Fansler, Pheil, and Jannus, January 1, 1914. Courtesy of St. Petersburg Museum of History. P00310.

efforts to widen and straighten Central Avenue between 7th and 9th Streets. He served as Mayor between 1912 and 1913. At an auction, the former mayor paid \$400 to be the first passenger on the St. Petersburg-Tampa Airboat Line as the first passenger on the first commercial airline flight. The roundtrip flight to Tampa with pilot Tony Jannus took less than an hour on January 1, 1914 but made aviation history (Grismer 1948:281-82; Arsenault 1996:201).

Pheil purchased several parcels on Central Avenue between 4th and 5th Streets in 1904 for \$2,250, a record for real estate transactions in the city. With a frontage of 67 feet, he erected a three-story brick building on the site, the first in St. Petersburg. By 1915, Pheil owned and operated the A.C. Pheil Dredging and Contracting Company. In 1916, he started construction of an eleven-story office building adjacent to his first building. Instead of



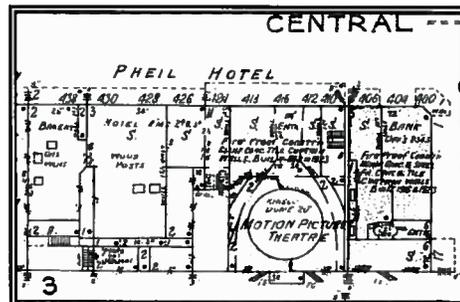
Advertisement from 1908 St. Petersburg City Directory.



Pheil Hotel and Pheil Building (on right of Hotel). Postcard, Courtesy of St. Petersburg Museum of History, P00310.

building utilizing credit, he paid for each lot of materials as it was received.

Consequently, construction was slow and further delayed by World War I and the record high prices of construction materials following the war. Mr. Pheil died of cancer on November 1, 1922 prior to the completion of his hotel project. His family pledged to finish the building, which was completed during the winter of 1923-24. His sons opened the 11-story Pheil Hotel in 1924. The ornate Pheil Theater had previously opened (as early as 1920) as the ground floors were completed. With an entrance on Central Avenue, the actual theater space occupied the second and third floors at the rear of the building while the hotel occupied the rest of the structure. The popular theater presented films and modest stage



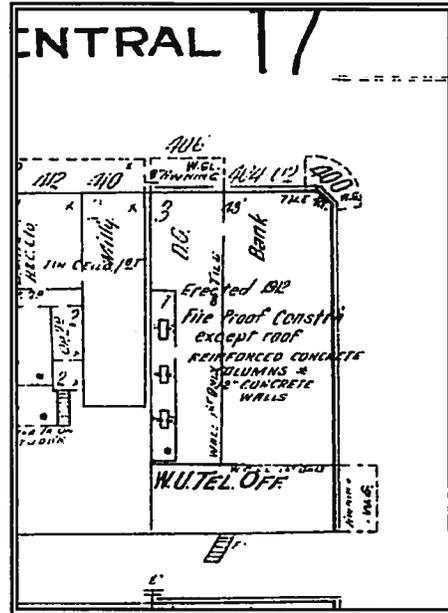
Sanborn Fire Insurance Maps, September 1923, sheet 5

productions (Grismer 1948:281-82; R.L. Polk's St. Petersburg City Directory 1915; Arsenault 1996:201, 204-205; R.L. Polk's St. Petersburg City Directories 1920-21; Hartzell 1999; Sanborn Fire Insurance Maps 1923).

Originally named the National Bank of St. Petersburg, the Central National Bank was the third bank organized in the city. Established in 1905, the stockholders purchased a lot on the southwest corner of Central and 4th Street and constructed an office which opened on July 1, 1905. In 1910, the stockholders changed the name to Central National Bank. During the summer of 1911, the bank initiated construction on a new building on



Central National Bank, ca. 1918



Sanborn Fire Insurance Maps, September 1913, sheet 24

the same parcel which opened April 26, 1912. Extensive alterations involving the addition of two floors which virtually doubled the amount of space and allowed for an interior redesign of the space occurred in 1922 and 1923. Prominent pioneers involved in the early management of the bank included E.H. Tomlinson, F.A. Davis, A.T. Blocker, Roy S. Hanna, Herman A. Dann, C.M. Roser, Charles McNabb, F.A. Wood, A. F.



Central National Bank, ca. 1925

Bartlett, and Ed. T. Lewis among others. With the end of the Florida Land Boom in 1926 followed by the crash of the stock market in 1929, St. Petersburg banks entered a troubled period. After two runs on Central National Bank in 1931, the bank closed on April 12, 1931. The Southern National Bank of St. Petersburg opened in the space formerly occupied by the Central National Bank on December 14, 1936; the institution adopted the name of First National Bank in St. Petersburg in 1940 (Grismer 1924: 174-76; Grismer 1948:106-07, 254; Arsenault 1996: 278).



Run on the Central National Bank, 1931.

Both the Pheil Hotel and Theater and the Central National Bank Building remain significant resources to the history of St. Petersburg. According to 1999 reports, the structures also appear to retain their architectural significance beneath the metal grille (Rogers 1999). Both buildings are contributing resources in the Downtown St. Petersburg Historic District which was designated by the National Register of Historic Places in 2004. The buildings anchor the southwest corner of one of the most historically and commercially significant intersections in the heart of the city. The Central National Bank building is significant in the categories of Commerce, Settlement, and Community Planning and Development as one of the first banks in the community. It remains one of the few extant historic bank buildings in the city. The Pheil Hotel and Theater is significant in the areas of Commerce, Settlement, Entertainment, and Community Planning and Development as well as for its association with pioneer Abram C. Pheil. In addition to serving as an early hotel and historic theater, the building was one of the city's first skyscrapers. The Pheil Hotel and Theater remain as one of the few extant buildings associated with Abram C. Pheil and as a testament to his vision and service to St. Petersburg.



A.C. Pheil , 1912. Courtesy of St. Petersburg Museum of History, P01174.

Works Consulted

Fuller, Walter P. *St. Petersburg and Its People*. St. Petersburg: Great Outdoors Publishing Co., 1972.

Grismer, Karl H. *History of St. Petersburg: Historical and Biographical*. St. Petersburg: The Tourist News Publishing Company, 1924.

_____. *The Story of St. Petersburg: The History of Lower Pinellas Peninsula and The Sunshine City*. St. Petersburg: P.K. Smith & Company, 1948.

Hartzell, Scott Taylor. "Pothole filler, Flight Taker, Skyscraper Maker," *St. Petersburg Times*, 4 August 1999.

Polk, R.L. ed. *R.L. Polk's St. Petersburg City Directories*. Jacksonville: R.L. Polk & Co., 1915, 1920-21, 1924.

Rogers, David K. "Buildings' Return to Old Glory is Sought," *Neighborhood Times, St. Petersburg Times*. 26-28 December 1999.



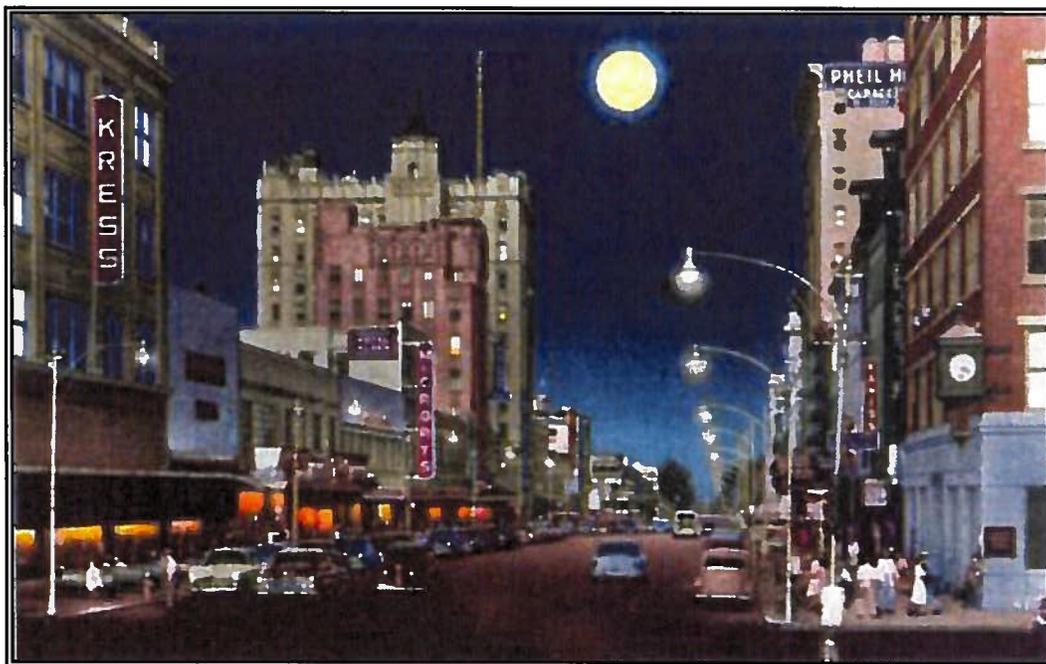
Pheil Theater, ca. 1950. Courtesy of St. Petersburg Museum of History. P02073.



St. Petersburg City Directory. St. Petersburg: City Times, 1908, 1912.

Sanborn Map Company. Sanborn Fire Insurance Maps. 1913, 1918, 1923, 1923 revised 1951.

Straub, William L. History of Pinellas County, Florida. St. Augustine: The Record Company Printers, 1929.



Central National Bank, 1912, Museum of History P00077



Central National Bank, 1913, Museum of History P00075



Central National Bank, 1915, Museum of History P01625

The Central National Bank, St. Petersburg, Fla.

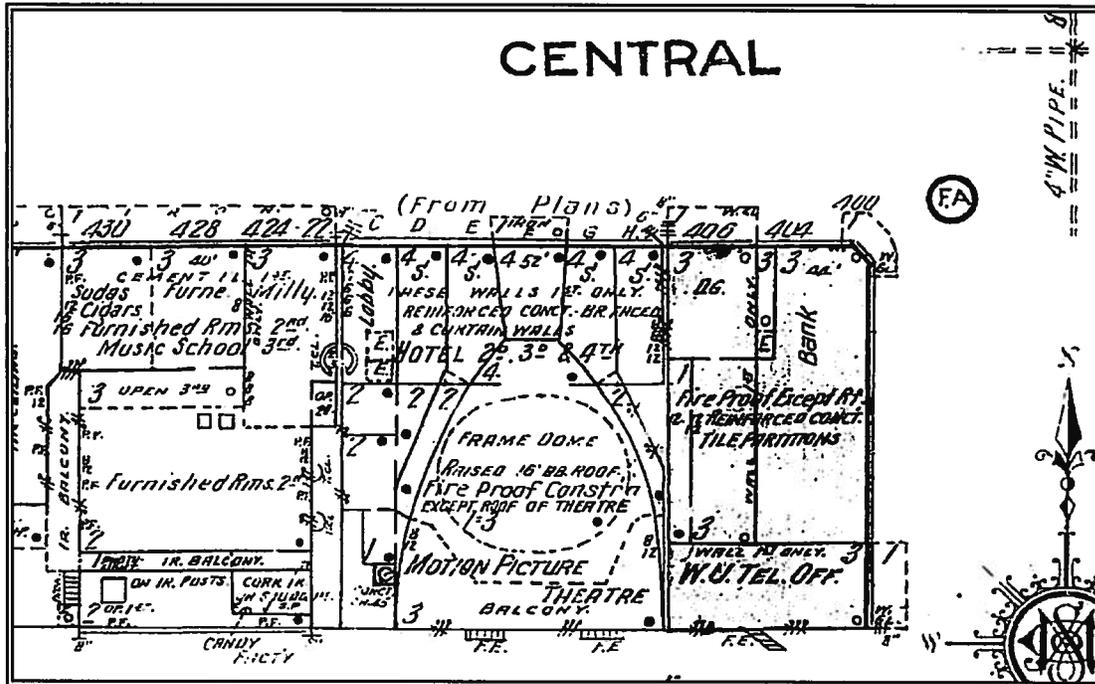


Central National Bank, Postcard, Museum of History



Central National Bank, Postcard, Museum of History

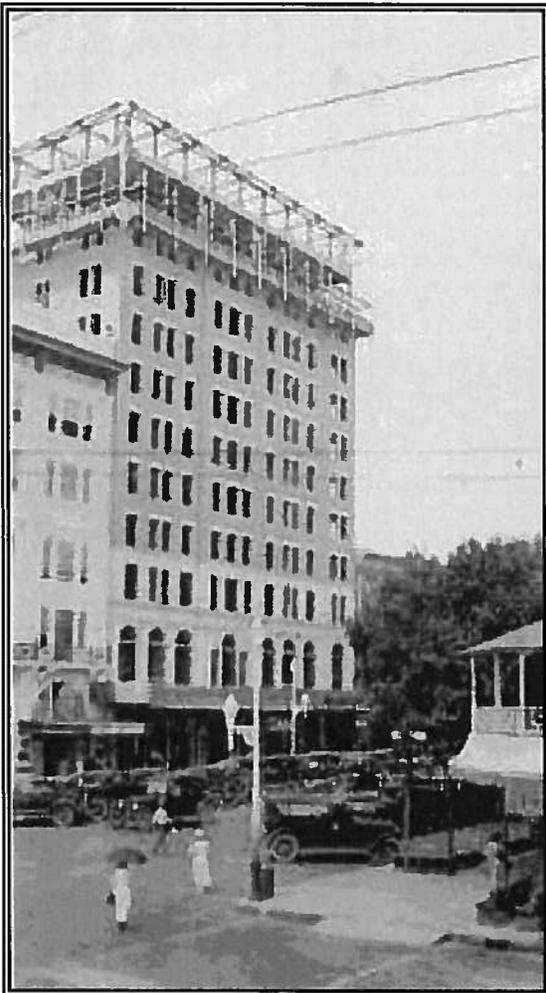
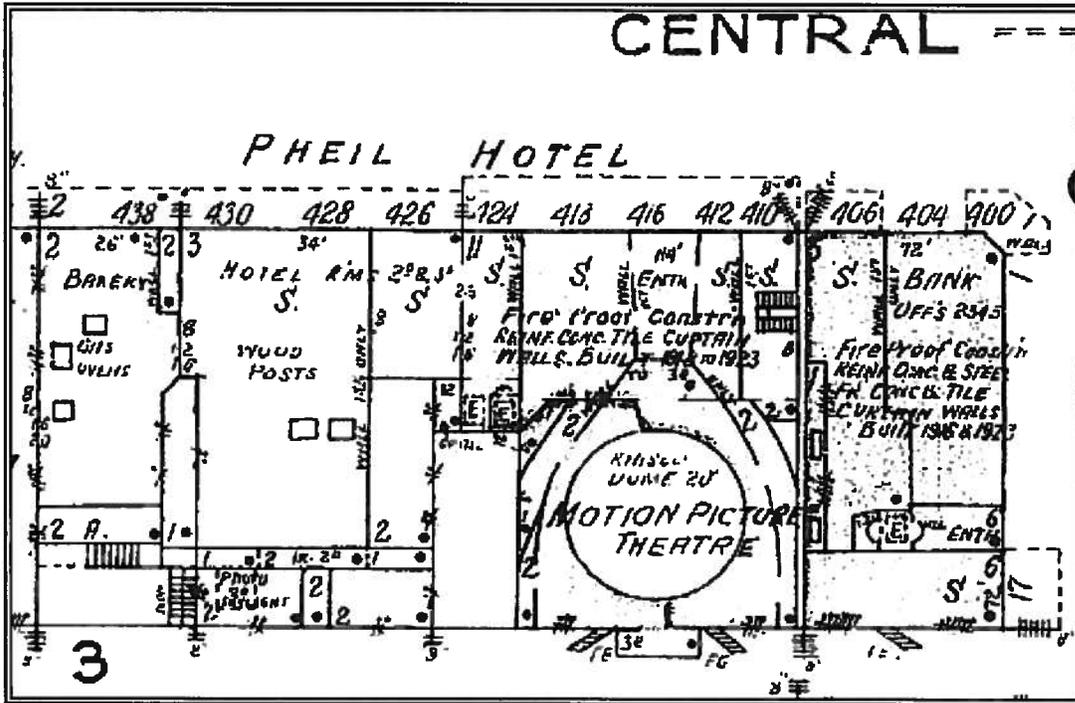
Sanborn Fire Insurance Maps, July 1918, sheet 15



Central National Bank, 1925, Museum of History P01863

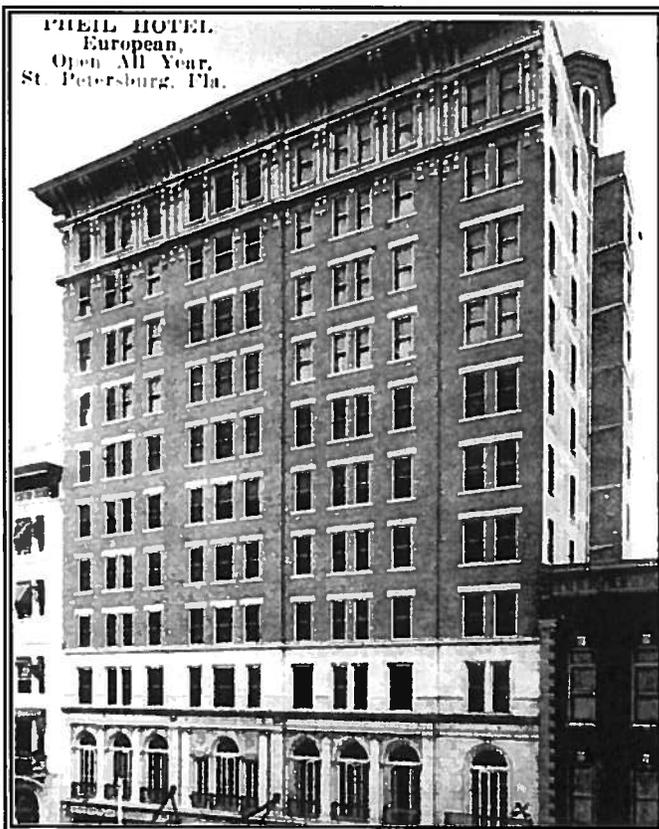


Sanborn Fire Insurance Map 1923, sheet 5



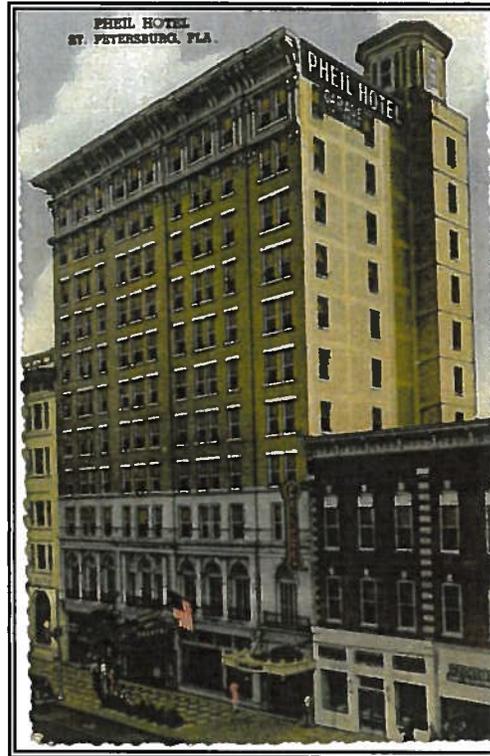
Pheil Hotel and Theater, 1923, Museum of History P03658

Pheil Hotel and Theater, 1924, Museum of History P00429



Pheil Hotel and Theater, 1935, Museum of History P02514

Pheil Hotel and Theater, Postcards, Museum of History



Pheil Hotel and Theater,
1942, Museum of History
P00243

Pheil Hotel and Theater, 1942, Museum of History P01951



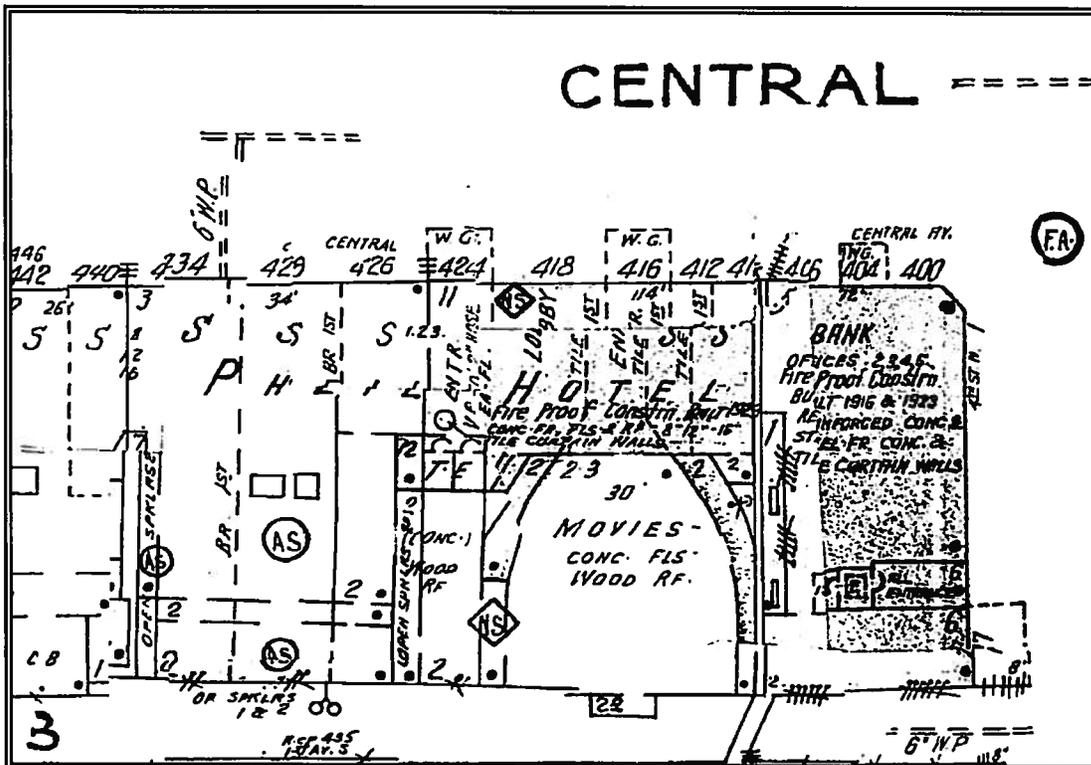
Pheil Theater, 1950, Museum of History P05631





First National Bank, 1950, Museum of History P0819

Sanborn Fire Insurance Map, 1923 Revised 1951, Sheet 5





First National Bank and Pheil Hotel and Theater, 1960, Museum of History P00699

First National Bank and Pheil Hotel and Theater, 1960, Burgert Brothers Collection, Hillsborough County Public Library System



Former Pheil Hotel and Theater, 1961, Museum of History P03068



Former Central National Bank and Pheil Hotel and Theater, postcard, Museum of History



APPENDIX D

Report of Architectural Findings (Robert Reid Wedding Architects & Planners, AIA, Inc.)

Original Report dated February 23, 2016

Supplemental Report dated April 28, 2016

REPORT OF ARCHITECTURAL FINDINGS

Date: February 23, 2016

Introduction:

The purpose of this report is to research the historical significance of the structure located at 410 Central Ave in downtown St. Petersburg, Florida, in order to provide facts and information related to the request for a demolition permit applied for by the Clarence Pheil Trust.

Overview:

On Jan 21, 2016, the Owners of the entire block, First State Investors 3300 LLC and members of the Pheil family, filed an application with the City's Construction Services for a Demolition Permit for the structure located at 410 Central Ave within the Block located on the SWC of the intersection of Central Ave and 4th St. South in Downtown St. Petersburg.

The Block located at the SWC of Central Ave and 4th St in St Petersburg Florida is within the Downtown Central Business District of City of St Pete, Florida, with a current zoning appellation of DC-C, (Downtown Core). DC-C Zoning allows commercial and multi-family developments with a maximum building height of 300' to 450' (and increases in height with bonuses); a maximum FAR of 4.0 to 8.0 (and increases in allowable FAR with bonuses); and allows "zero" building setback from property line for developments up to 200' height (10' setback above 200' building height), as encouragement for new development to be designed in as "urban" and dense a fashion as possible.¹

Ordinance 16.20.120.3 governs the Development of 410 Central Avenue:

"The Downtown Center-Core District is the most intensive district in the City's schedule of regulations. The purpose of this district is to create a diverse and vibrant downtown which serves as a center for employment, entertainment and retail activity. This district, hugging Central Avenue, allows the highest densities, intensities and building height. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. The design of buildings and streetscaping (both hardscape and landscape improvements) promotes a successful people-oriented downtown area as defined in the intown redevelopment plan. Residential uses are allowed as a secondary use within the district. Uses that do not require a central location or those requiring a vehicular emphasis are less appropriate in this location and are discouraged."

Structures Under Discussion:

The SWC of Central Ave and 4th St. South contains the following structures:

- A 6 story bldg. (NEC parcel) – 400 Central Ave.
- An 11 story bldg. (west side of NEC corner parcel) – 410 and 424 Central Ave
- An "auxiliary" 3 story bldg. (SEC of block) – also address of 400 Central Ave
- A 4 story parking garage (just west of 3 story office bldg.) – no address

¹ City of St Petersburg LDC Section 16.20.120

- The remainder of the block contains parking on grade since 1968 and 1982, and a cell tower since 2010.

The 6 story building listed above is the “Central National Bank” located at 400 Central Ave. and the 11 story building is the former “Pheil Hotel & Theatre” at 410 & 424 Central Ave. Both these buildings were originally constructed before 1924 as separate buildings but have since been “merged” by a single Owner into a single Use (Commercial Office). Both buildings are included as “contributing structures” within the Downtown St. Petersburg National Register Historic District.²

These two buildings are also on a list of “properties potentially eligible for local landmark designation” at the City’s Historic Preservation Department, created by citizens working with department staff. Addresses on this list are “possible” candidates for consideration as “local landmark” designations by City Council due to their *age*; the *prominence of their location* (major commercial intersection at the heart of the City); and/or because of their *history*. 400 Central and 410 Central are both more than 90 years old; 400 Central was one of the *first banks* constructed in the City; and 410 Central was the “*first skyscraper*” and the *first “theatre”* constructed in the City by A.C. *Pheil*, a prominent businessman, adventurer, city councilman, early City mayor & tuba player in St. Petersburg in the early 20th century.³

The filing for the demolition permit triggered a 30 day “stay” to the review process for the permit because the property is on the above referenced “list”. Public notification of the permit filing was required to be provided by the Historic Preservations Department of the City of St. Petersburg per St. Petersburg Ordinance 16.30.070.2.5.

Either the property owner; or any resident or organization of the City, including the City, may initiate an application for “local Landmark” status. Per City of St. Petersburg Ordinance 16.30.070, public policy is to “perpetuate preservation, protection and use of local landmarks because they have special value as visible & tangible reminders of history & heritage of the City”.

However, both of these old buildings have been significantly altered over time, and this Report is intended to analyze the remaining historic fabric of the structures, and assess whether the remaining structures are viable candidates for either “preservation”, “rehabilitation”, “restoration” or “reconstruction”, according to criteria defined by the US Department of Interiors “Secretary of the Interior’s Standards for the Treatment of Historic Properties”.⁴

Definition of Standards Terms:

- ✓ “Preservation” is recommended “when the property’s distinctive materials, features and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement...and when a continuing or new use does not require additions or extensive alterations.” “Preservation”

² Historic Structure Form Site #8 PI10450

³ From “Back Home” A History of Citrus County, Florida by Hampton Dunn 1976

⁴ The Secretary of the interior’s Standards for the Treatment of Historic Properties – Technical Preservation Services Guidelines

reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made."

- ✓ "Rehabilitation" "emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work". "Deteriorated historic features shall be repaired rather than replaced" or "the new feature shall match the old in design color texture and other visual qualities...and materials...Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- ✓ "Restoration" is ..."defined as the process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time"...Requires "documentary and physical evidence" for replacement of any deteriorated features.
- ✓ "Reconstruction" is used to "depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction" by means of new construction to replicate historic features specific to a period of time and historic location.

Note:

Per discussion on 2-4-16 with Derek Kilborn at the City's Department of Historic Preservation, neither the City nor any other organization has expressed any interest or objections to demolition of the other structures occupying the remainder of the Block.

In addition, no interest has been expressed towards retaining any of the structures added to the site after 1958 including the 3 story auxiliary office building located on SEC of the Block; the 3 story renovation where the Pheil Theatre was demolished for an expansion of First National Bank's Lobby and Office areas in 1959; the 4 level parking garage; nor for the "exterior ornamental sun screen" constructed in 1960.

Also note, there has been no interest expressed towards preservation or restoration in regards to the 1982 elevator hoistway or for preservation/rehabilitation of the 1982 west Entry Foyer renovation at the NWC of the Pheil Building, which is leaking and has visible water damage at this time.

Research:

RRW Architects is familiar with the existing Pheil building, having worked on construction documents for renovations to the building for a number of Owners, since 1970. Our firm was the Architect of Record for the conversion of the Pheil Hotel to office use for Century Bank in 1982.

RRW has researched existing Historical Archive Documents; Sanborn Insurance Company maps, photos; City Historic Archives; City Permitting Archives; Library Archives (USF and UF; Pinellas and Hillsborough County Libraries); Museum Archives; Newspaper Archives and written histories of the City of St. Petersburg to document the sequential development of the two old buildings on this Block that were constructed before 1924, and to analyze the extent of original and remaining "historic fabric" of these two structures.

Site visits were made to photograph and observe existing conditions of the two old structures. The original buildings are currently concealed from public view beneath the "ornamental sun screen" which was added to the exterior facades in 1960. Also in the 1960 renovation, the two separate old buildings were partially "merged" into one Office Use. In 1982, the two old buildings were fully merged into one "Office" use under a single Owner.

A Site "tour" of the facility was led by Leonard Venckus, with The Concrete Steel and Glass Company, who has been working with building maintenance since the building was vacated by Wachovia in the fall of 2005; and Ms Helen Figliulo, with Jones Lang Lasalle, the facility management company for the building, accompanied RRW on this "tour".

Historical Timeline:

RRW has provided a timeline from 1912 thru present of the history of construction, use and features of the site. Please note that very similar, standard descriptions of the Buildings, using descriptive terminology from the Property Appraiser and/or from the Sanborn maps is utilized.

The "Central National Bank" was originally constructed from 1912 thru 1923. This building is located on the corner of the intersection of Central and 4th Street South and was originally constructed as a 3 story Bank with "reinforced concrete columns and 12" concrete walls" and a wood framed hip roof with dormers (1912) – see *photo 1*. The 1913 Sanborn map notes that the southern 17'-0" of the building was being used as a Western Union Telegraph Office. (see *photo 2*)

The Property Appraiser describes original construction of this building (400 thru 406 Central Ave) as "common brickstone" walls with "structural slab" floors on a "special foundation". The Sanborn map from 1923 (*photo 3*) lists the structure as "fireproof construction/reinforced concrete & steel" with "FP concrete and tile curtain walls". The Sanborn map shows a "wood/glass" canopy assembly at the NEC of the building.

- ✓ Existing steel beams and columns and 24" round concrete columns were observed on the 6th floor; hollow clay tiles were observed to be type of "tile" used as curtain wall infill between the reinforced concrete columns. (see *photo 4*)

In 1916, A.C Pheil began construction of what would eventually be an 11 story hotel and theatre on the vacant land parcel between the corner Bank property. The 3-story mercantile "Pheil Building" (*photo 5*) (426 thru 430 Central Ave), which was constructed in 1908, and demolished circa 1975, housed storefronts on the 1st floor and had professional offices (doctor, dentist) in the upper floors.

In 1922 and 1923, two additional stories were added to the "Central National Bank" building and a built-up low-slope roof behind a decorative balustrade pediment (see *photo 6*) replaced the wood hip roof with dormers.

The Central National Bank survived until 1926; re-opening in 1926 as the "Southern National Bank".

The Central National Bank, St. Petersburg, Fla.



PHOTO 1:

1915 PHOTO OF CENTRAL NATIONAL BANK, MUSEUM OF HISTORY P01625

BELOW: EXTERIOR OF CENTRAL NATIONAL BANK COLORED IMAGE (POSTCARD, MUSEUM OF HISTORY)

PHOTO 2:

1913 SANBORN FIRE INSURANCE MAP, SHEET 23

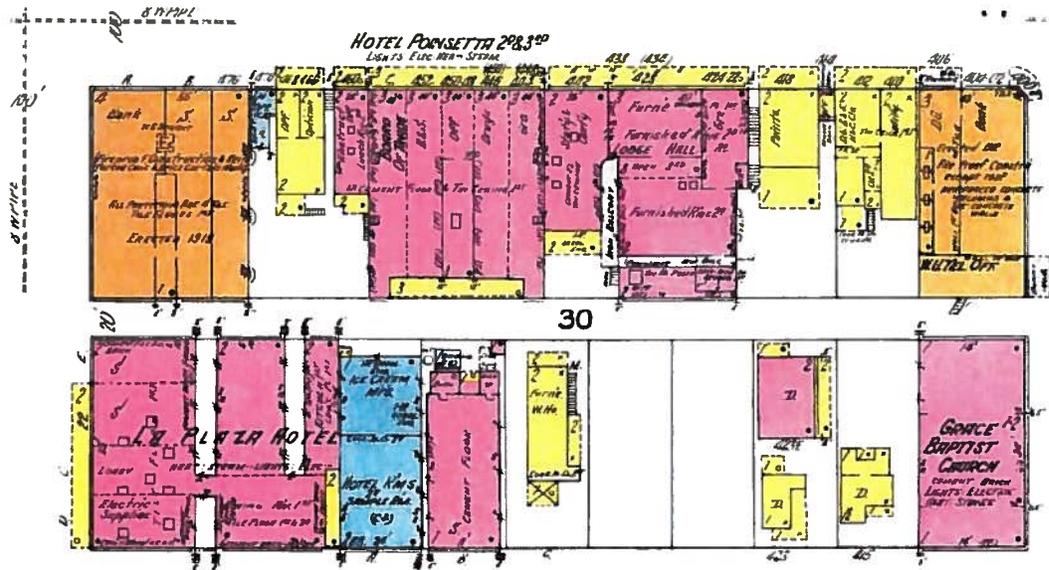


PHOTO 3:
1923 SANBORN
FIRE INSURANCE
MAP, SHEET 5

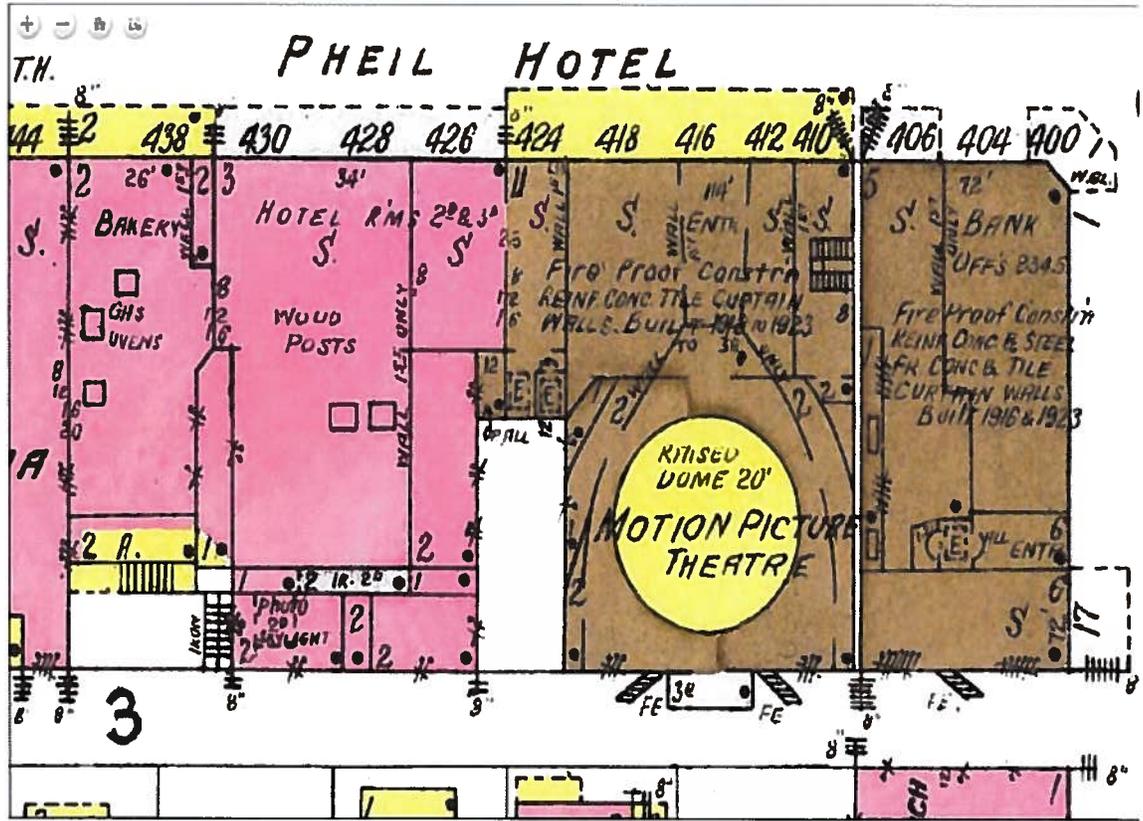


PHOTO 4:
EXISTING
EXTERIOR
WALLS TILE
CURTAIN WALL;
6TH FLOOR
STRUCTURE,
EXPOSED



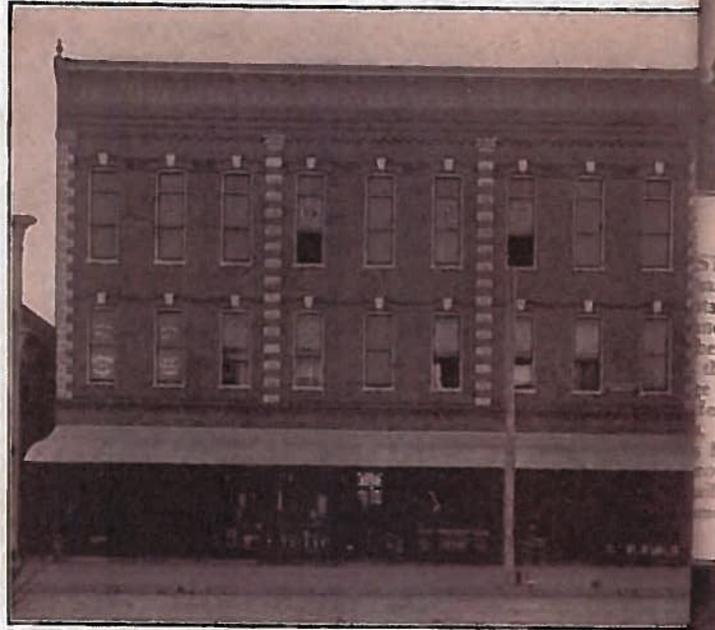
tion with the general business they are also the proprietors of the St. Petersburg and Gulf Fish Company.

DR. E. ADELYN ELLIS—Osteopathic Physician. Rooms 7 and 8 Pheil Building. Hours 9 to 12, 1 to 4. This estimable lady is a native of Ohio, and has been located in St. Petersburg for two years, during which time she has attained a fine reputation for the excellent treatment she accords to all suffering humanity who have partaken of her methods which in the short time this treatment has attained a prominent success throughout the United States and all other countries where its practitioners have settled it has met with phenomenal approval and able champions through the many ills it has cured. Dr. Ellis is a graduate of the American School at the above address is in a atients whose ills require her ic.

DR. LEMUEL COLSON—Dentist. Rooms Pheil Block, 424 Central Ave. As a practitioner in this branch of science there is no more able practitioner than the gentleman whose name appears here. He has been located in St. Petersburg for two years, and in this brief time has ably demonstrated

PHOTO 5:
PHEIL BUILDING 1908,
FROM P 14 OF
"ILLUSTRATED AND
DESCRIPTIVE ST
PETERSBURG FLORIDA",
ILLUSTRATED AND
COMPILED BY WM S KLINE
& COMPANY, PUBLISHED
BY PRESS OF BAND &
WHITE, SPARTANBURG,
S.C.

Stoves and House Decorations,
the business transacted by this
the largest and one of the best



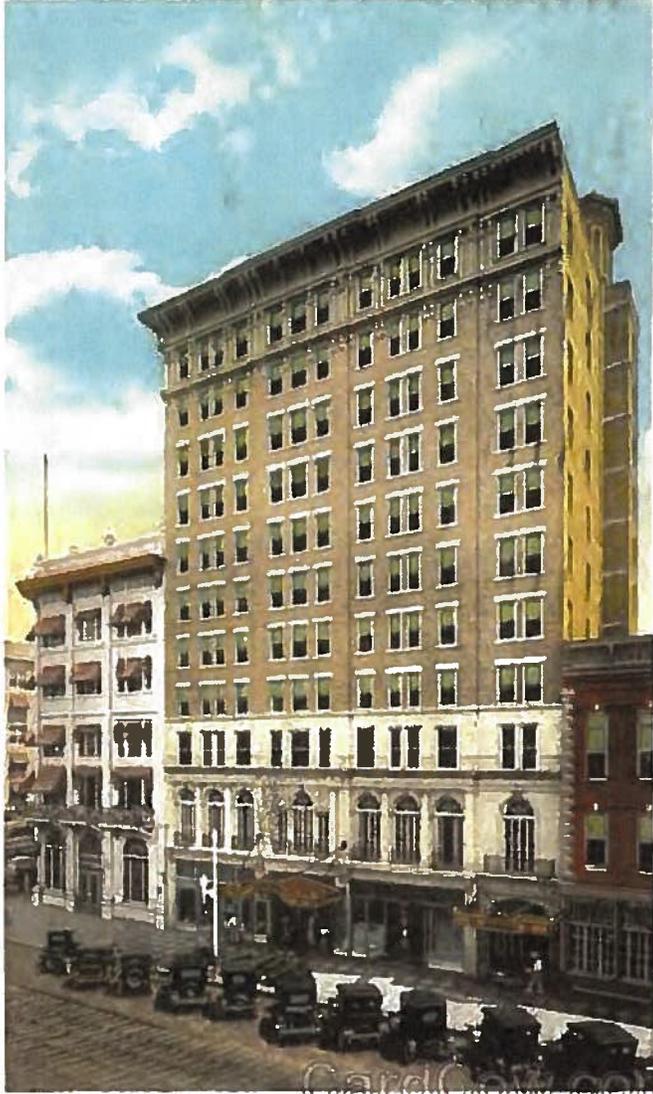
PHEIL BUILDING

PHOTO 6:
CENTRAL
NATIONAL BANK
CA 1925



CENTRAL NATIONAL BANK & TRUST CO., ST. PETERSBURG, FLA.

S.70. ST. PETERSBURG, FLORIDA, THE SUNSHINE CITY.



PHEIL HOTEL

PHOTO 7:

PHEIL HOTEL AND
THEATRE CA 1923

PHOTO 8:

FIRST NATIONAL
BANK
POSTCARD
CA. 1940



In St. Petersburg -- its
THE FIRST NATIONAL BANK

Member F. D. I. C. and Federal Reserve System

Photo circa 1925 shows the building's entry canopy relocated from the NEC of the building to the center of the north façade of this building. The revised Sanborn map of 1951 describes this canopy also as a wood and glass assembly. The Bank appears to have a white stucco exterior finish with decorative banding and pilasters, with the 1st floor a double height space with full height multi-paned wood windows topped by arched glazed transoms. The 2nd floor appears to have French doors opening onto balconies with ornate metal railings, supported by scrolled brackets. The 3rd floor appears to have decorative medallions above wood double hung windows. The 4th and 5th floor also appear to have wood double hung windows, and the building is topped with a deep cornice supported by evenly spaced decorative scrolled brackets with decorative medallions between brackets. The roof appears to have a balustrade-like pediment with decorative finials. (*photo 6*)

By 1923, 9 stories of the "Pheil Hotel and Theatre" building had been constructed. Photos from the Museum of History show the 10th and 11th floors encased in scaffolding at this time. Another historic photo dated 1924, from the Museum of History, shows an hexagonal elevator hoistway under construction at the SWC of the building, and continuing construction at the 10th and 11th floor of the hotel building. (*see photo 7*)

Saturday, November 1, 1924, the Evening Independent published an article announcing a grand opening for the new "Pheil Hotel and Theatre". The article describes attributes of the new building as "new and fireproof" with "auto storage in rear". Interior assets are described as including:

- ✓ The 2nd floor ... "with ladies parlor with fireplaces nooks and alcoves ... (with) a men's smoking room and barber shops for both men and women"
- ✓ A "modern" new hotel with 130 guest rooms including 121 with "tiled private baths & shower"; ... each room providing "outside access" and containing a "clothes closet" "hot and cold running water and a telephone"
- ✓ Corridors are described as "unusually wide" with "running icewater" and the "finest mail chute contrivance"⁵

Original construction of the Pheil Hotel and Theatre (410 thru 424 Central Ave) is described by the Property Appraiser as "common brickstone" on a "special footing". The floor structure is listed as a "structural slab". The 1923 Sanborn map describes the building as a "fireproof construction" with "reinforced concrete tile curtain walls". (*see photo 3*)

In 1936, "First National Bank" purchased the "Southern National Bank/Central National Bank" building at 400 Central Ave and renovated the building circa 1940. (*see photo 8*)

The Bank's 1st floor still appears to be a double height space, but the original multi-paned wood windows, with multi-paned glazed arched transoms, appear to have been replaced with rectangular wood windows and the arched transoms filled in. A black marble plinth below black marble window sills appears to have been added at this time also.

From photographs, Exterior Renovations to the building circa 1940 include:

⁵ The Evening Independent, Oct 31, 1924, page 25

- ✓ Replacement of the multi-pane 1st floor arched transom-topped windows with simpler new rectangular wood windows
- ✓ Removal and infill of former arched transom glazing entirely
- ✓ Removal of 2nd floor balconies with wrought metal railings
- ✓ Removal of 2nd floor French doors with new wood double hung windows
- ✓ Removal of decorative medallions above the 3rd floor windows
- ✓ Removal of the clock at the 4th floor on the NWC of the building
- ✓ Removal of awnings and the rooftop balustrade finials

In 1959, the First National Bank leased the Pheil Hotel and Theatre for 99 years. In December of 1959 a permit was issued to demolish the Pheil Theatre, "to make way for an L-shaped extension of the Bank's lobby floor more than doubling its area".

- ✓ Headline of a newspaper article Sunday Feb 5, 1961, reports that "First National Opens Big New Bank Offices" "at a cost of \$1.5 million" with an "entire new lobby, executive offices and motorbank... designed for maximum efficiency... (with) an escalator... (and) décor dominated by glittering white marble contrasted with stately tropical palms and colorful paneling in pastel hues" ... (connected to a new) 4 level 100 car parking garage".⁶
- ✓ The article also states that the "106 room hotel would be leased back to Robert J. Mack (Mgr.) for an indefinite period".
- ✓ The "Pheil Theatre" was originally located to the south of the Hotel "tower" on the 2nd & 3rd floors with a "wood roof" and "20' raised dome" in the center of the theatre. A balcony was originally located on the south side of the theatre abutting the alley, and according to written accounts, a movie-goer would enter the theatre's foyer on the first floor from Central Ave, then proceed up a stair to the theatre entry on 2nd floor. Accounts state that the original theatre screen was on the north wall of the theatre so that a movie-goer passed the movie screen on the way to theatre seating.⁷
- ✓ The theatre was completely demolished in 1959. There is no observable "historic fabric", finishes, layout or assemblies remaining in the existing building related to the original Pheil Theatre. It is unclear whether structural elements of the theatre were retained. Permitting records from the City of St Petersburg list a number of maintenance upgrades, electrical and mechanical renovations, re-roofing, and other minor modifications to the Theatre from its grand opening in 1924 through 1959, but it is 100% gone now.

Elements related to the Theatre that have been entirely demolished include:

- ✓ The Pheil Theatre ornate entry canopy / sign is gone (*see photo 9*)
- ✓ The street side ticket box-office is gone
- ✓ Wood storefront windows and their storefront transoms are gone from the former theatre's foyer (replaced throughout the building with aluminum fixed pane storefront windows)

⁶ Evening Independent, Feb 5, 1961, "First National Opens Big new Bank Offices" p 5

⁷ Grismer, Karl H History of St Petersburg: Historical and Biographical, St Petersburg: The tourist News Publishing Company, 1924

- ✓ Theatre seating, balcony, screen and all interior theatre elements are gone
- ✓ Stair to theatre is gone
- ✓ Domed theatre ceiling is gone

In 1960 First National Bank proceeded with a Major Renovation of both the 400 Central Ave location and the Pheil Hotel's 1st and 2nd floors. Major interventions included:

- ✓ Adding a new 2nd floor in 400 Central (*see photo 10*) so that the building is now listed as a 6 story building with approximately 31,220 sf.
- ✓ Covering both buildings with an "ornamental sun screen" (*see photo 11*)
- ✓ Adding a 4 story 100 car garage (*see photo 12*)
- ✓ Connecting garage to both buildings at 2nd and 3rd floors above the alley (*see photo 13*)
- ✓ Opening common (demising) wall between buildings so buildings could share exit circulation

- ✓ The new 2nd floor was inserted at approximately 9'-0" above the finished floor of the 1st floor, separating the original double height lobby space into 2 full office floors, at approx. 9'-0" above the existing 1st floor, with the floor perimeter abutting the center of the existing double height windows. This intervention means the 2nd floor office space of 400 Central Ave. has windows that extend from floor to approximately 4'-0" above the finished floor which is extremely visually disconcerting (as noted in recent newspaper account, this results in office spaces with an "alice in wonderland" feeling). A connecting stair from the 1st floor was added for 2nd floor access along the east side of the space.

- ✓ Historic fabric of the original double height Bank Lobby as seen in early postcard from the Museum of History (wood windows; original flooring; column capitals; light fixtures; wood framed interior doors/windows and hardware, coffered ceilings, bank teller lines) appears to have been demolished and discarded with the 2nd floor addition. The remaining 1st & 2nd floor windows are currently metal framed windows. (*see photo 14*)

- ✓ The 3rd thru 6th floor wood double hung windows appear to have been retained and appear to be the same configuration as the windows shown in the "First National Bank" postcard circa 1940 and in photos from the 1940s and 50s. Note that the wood windows were also observed to have piles of termite frass adjacent, indicating a significant termite infestation (*see photo 15*).

- ✓ As noted above the 1960-1961 renovations included wrapping the entire exterior façade of both the 400 Central Ave. building and the Pheil Hotel with an "ornamental sun screen", constructed of perforated galvanized steel. There are catwalks at 3rd and 6th floors of the 400 Central Ave. building so that the exterior skin conditions of the original buildings can be observed. Note that some of the steel angles that are thru-bolted to the building to support the catwalks and the steel screen appear to be partially detaching from the wall (*see photos 16, 17*)

Field Observations 400 Central:

- ✓ Some of the steel x-bracing that should be assisting in support of the catwalks is marginally secured to the catwalk with what appears to be electrical wire, and at

PHOTO 9:

PHEIL THEATRE
MARQUEE,
CA. 1950

(ALSO SHOWS
ORIGINAL
CENTRAL AVE
FACADE
FINISHES)



PHOTO 10:

LOOKING NORTH ON 2ND FLOOR, 400
CENTRAL: "ALICE IN WONDERLAND"
WINDOW PLACEMENT



PHOTO 11:

1960 POSTCARD,
SHOWING INSTALLED
"ORNAMENTAL
SUNSCREEN"
COVERING BOTH
BUILDINGS



PHOTO 12:

GARAGE FACADE ON 1ST
AVE SOUTH, LOOKING
WEST



PHOTO 13:

PARKING GARAGE
CONNECTIONS TO
OLDER BUILDINGS
(ADDED IN 1960
RENOVATIONS)



PHOTO 14:

POSTCARD OF
CENTRALNATIONAL
BANK INTERIOR
BEFORE 1922

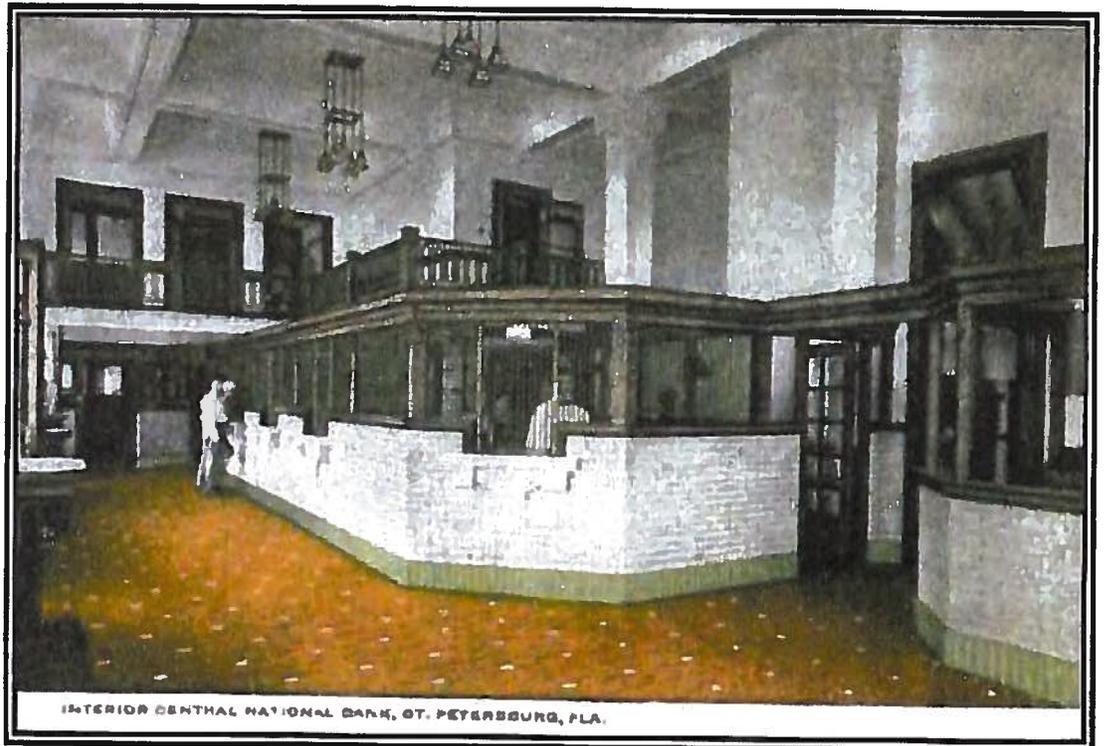
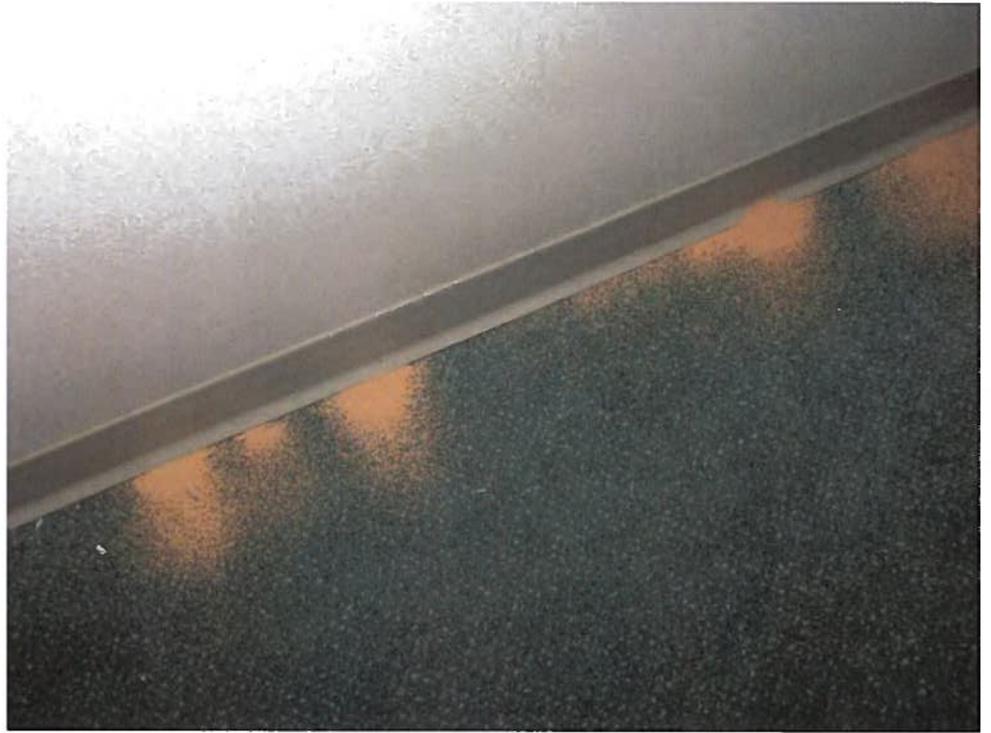


PHOTO 15:

PILES OF TERMITE
FRASS BELOW
6TH FLOOR
WINDOWS, 400
CENTRAL AVE



PHOTOS 16, 17:

CATWALK &
ORNAMENTAL SCREEN
ANCHORS



PHOTO 18:

**MORE PHOTOS SHOWING DECORATIVE
BANDING AND (ORIGINAL?)
ORNAMENTATION DETERIORATED**

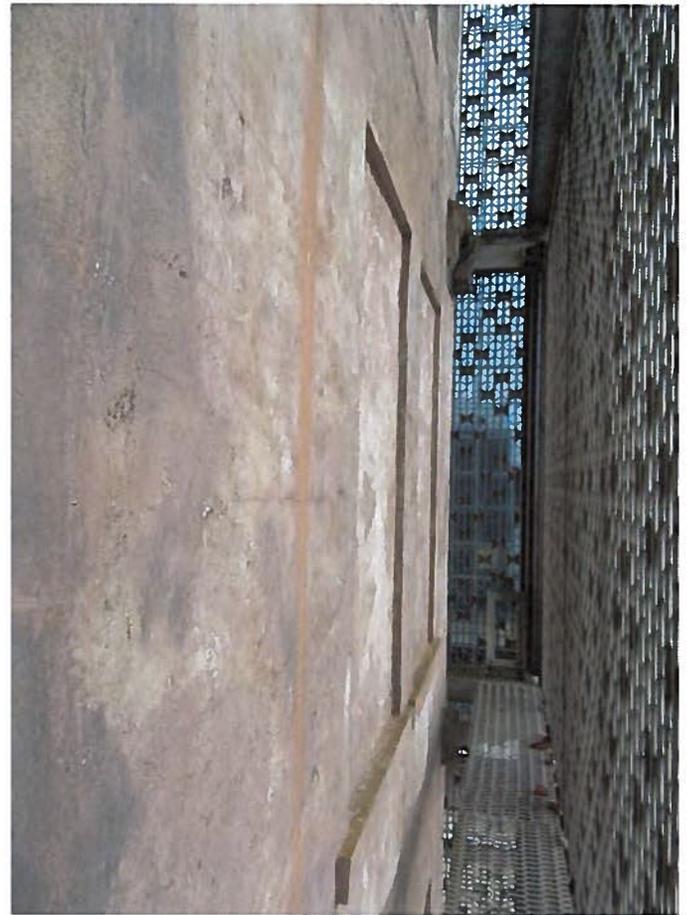
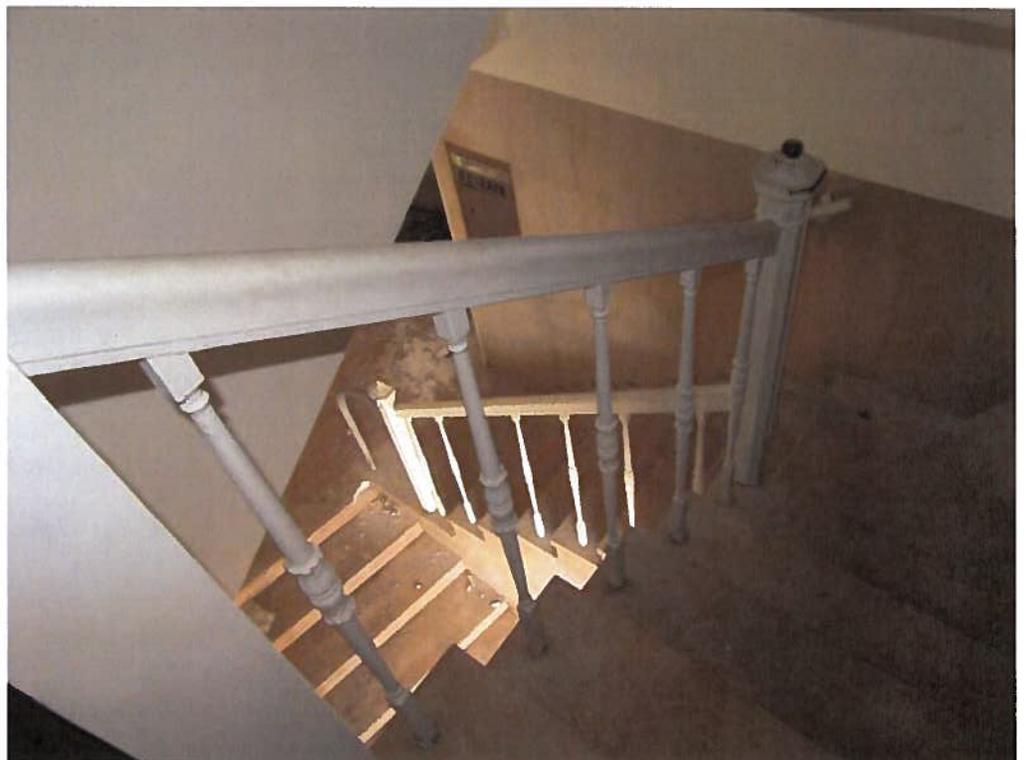


PHOTO 19:

**WINDING EXIT
STAIR, 400
CENTRAL AVE**



- least 50% of the x-bracing appears to be missing (per Len Venckus x-bracing has been/is continuing to be stolen over time).
- ✓ Decorative banding and pilasters are approximately 50% removed from the east façade, and portions of decorative banding are missing from the north facades as well. (*see photo 18*)
 - ✓ Some decorative 4x4 varigated blue tile is located on the east façade above the 6th floor windows. It is unknown from looking at the historic photos if these blue tiles are original materials.
 - ✓ Existing exterior stucco finish is patched in many places, and there are numerous cracks in the stucco finish.
 - ✓ Steel screen was attached with thru-wall bolts anchored to the decorative pilasters and banding. Therefore banding and pilasters are damaged and some segments of banding are removed to accommodate the steel supports for the screen.
 - ✓ Cornice is gone.
 - ✓ Decorative cornice brackets are gone.
 - ✓ Rooftop decorative balustrade/pediment is gone.
 - ✓ Exterior wood and glass building-hung entry canopies are gone, replaced in 1960s with new framed stucco entry canopies.
 - ✓ Decorative banding and pilasters approx. 40% gone from north façade.
 - ✓ Per the 1951 and 1923 Sanborn Fire Insurance Maps the original building contained a single elevator located in the center of the building just north of the 17'-0 wide "Western Union Office". There is no evidence of the original elevator in the existing building. In 1974-75 a permit was pulled for installation of fire doors and fire partitions. In the 1982 Century Bank renovation, 2 new Otis elevators were installed in a steel framed hoistway at the SEC of this building.
 - ✓ There is **one** winding wood stairway just north of the elevators which is separated from office areas on floors 1 thru 6 by an aluminum storefront and glass partition. The aluminum storefront partition does not appear to be a fire rated assembly, & therefore unlikely to be compliant with current code standards. A winding stair is not an acceptable fire exit per current code standards. Note that a 2nd exit stair would be required to be added to the building to conform with current code standards, if 400 Central is "un-joined" with the adjacent Pheil building. (*See photo 19*)
 - ✓ The exit doors from the elevator lobby at the SWC of the building are now standard aluminum storefront double swinging doors. Black marble sheathing has been installed above the base plinth and surrounds the storefront exit doors in this location. (*see photo 20*)
 - ✓ Stucco painted black is now located between the black marble plinth and the soffit under the "ornamental sunscreen" – there are cracks and evidence of water penetration of the exposed stucco. (*see photo 21*)
 - ✓ The metal soffit panels under the ornamental screen are now rusting. (*see photo 22*)

Pheil Hotel, Original Development:

Historic photos of the building appear to show that originally the ground floor was about 14' height with a white stone exterior finish and wood storefront windows with glass transoms. The hotel's 2nd floor also appears to have been originally sheathed with a white stone exterior finish, and to also have had a floor to floor height of approximately 14'. (*see photo 7*)

PHOTO 20:
EXIT DOORS FROM
ELEVATOR LOBBY 400
CENTRAL AVE



PHOTO 21:
CRACKING STUCCO /
WATER DAMAGE
EAST WALL 400
CENTRAL



1923 thru 1950 photos of the north (Central Ave) façade show the 2nd floor with narrow French doors with sidelites opening onto small balconies with decorative metal railings, and glazed arched transoms above the door openings. These photos also show decorative bandings above the 1st and 2nd stories on the Central Ave. façade, with ornate scrolled decorative brackets regularly spaced below the decorative banding at the top of the pilasters. Decorative banding also appears to have separated the white stone sheathed 3rd floor from the upper 8 floors of hotel guest rooms. Historic photos indicate that the original building had a brick exterior finish above the 3rd floor. More decorative brick banding with regularly spaced brackets originally separated the 10th floor and the 11th floor from a deep decorative cornice supported by decorative double brackets. In addition, from photos, it appears that the original guest room exterior windows from the 4th floor up were installed with white stone or concrete lintels and sills. (see photos 23, 24)

A 1950 photo of the Theatre entry shows the First National Bank's black marble plinth of the adjacent bank building extended to the east side of column at the east side of the theatre entry. The existing building has additional black marble sheathing installed over the columns flanking the former theatre entry location and continuing below aluminum storefront window sills along the north façade. Stucco finish has been installed above the black marble. (see photo 9)

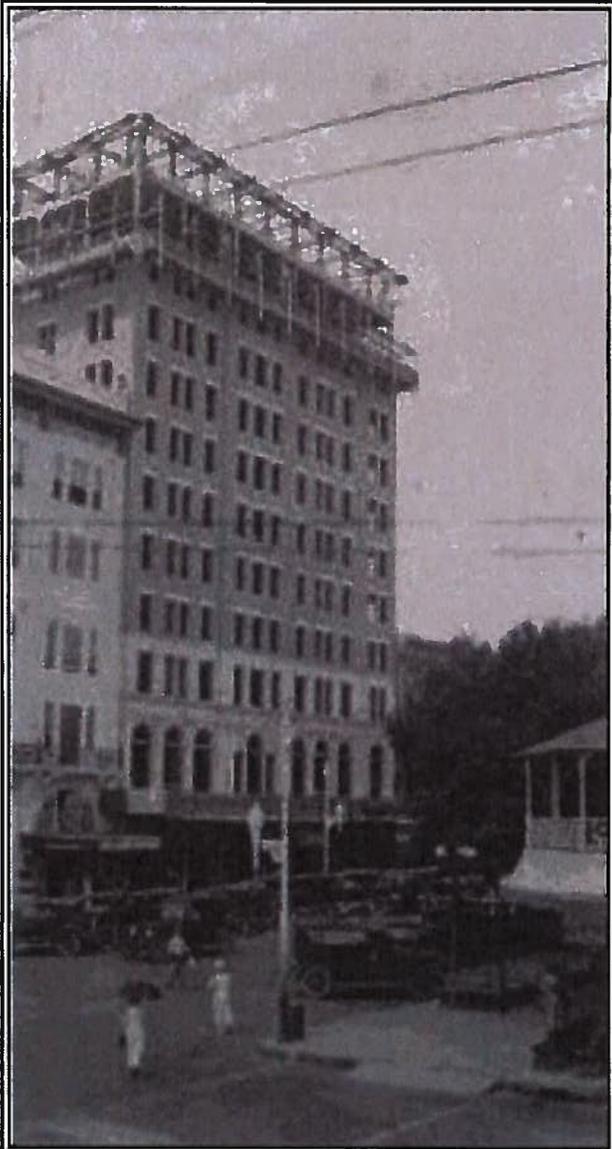
Field Observations 410 & 424 Central:

- ✓ There is no observable original white stone exterior finish remaining on the building. (see photo 25)
- ✓ All windows observed at the site now appear to be fixed pane aluminum storefronts. (see photo 26)
- ✓ The arched transoms and French doors of the original building's 2nd floor are now rectangular aluminum storefronts.
- ✓ Decorative banding and brackets of the original building's 1st and 2nd floors are gone.
- ✓ Cornice and decorative brackets at top of building are gone.
- ✓ The entire west end of the building now has a stucco finish. (see photo 27)
- ✓ There are no original windows or window openings remaining on the west façade.
- ✓ The original hexagonal elevator hoistway is gone, as are the original elevators and elevator hoistways.
- ✓ In order to accommodate the 1960 exterior renovation's "ornamental sun screen" installation, the brick facade of the building was stuccoed over up to the 9th floor level and the brick façade above the 10th floor was painted. As noted in description of the ornamental screen installed over the 400 Central façade, the screen and catwalks are secured to the exterior faced of the building with thru bolted steel angles.

In 1968, First National Bank acquired the "Florida Theater" building at the SWC of the Block and demolished it entirely, converting the former theater building's location to new on grade parking area just west of the 4 level garage.

In 1976, First National Bank merged with Century Bank to become "Century First National Bank", and in 1979 was renamed "Century Bank".

PHOTO 22:
SOFFIT PANELS
RUSTING



PHOTOS 23:
PHEIL HOTEL UNDER
CONSTRUCTION 1923,
(MUSEUM OF
HISTORY P03658)

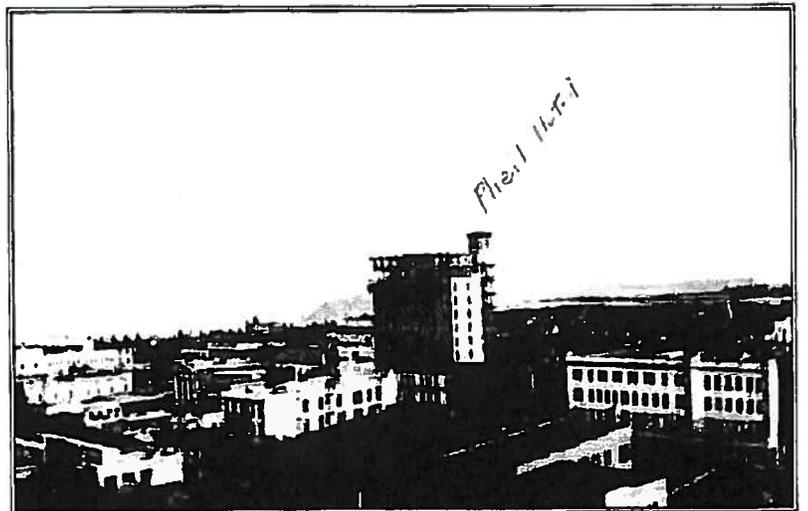


PHOTO 24:

PHEIL HOTEL &
CENTURY BANK IN 1925
(BURGERT BROTHERS
PHOTO
HILLSBOROUGH
COUNTY LIBRARY)



PHOTO 25:

PHEIL BUILDING IN
2016: NO WHITE
STONE ON CENTRAL
AVE FACADE



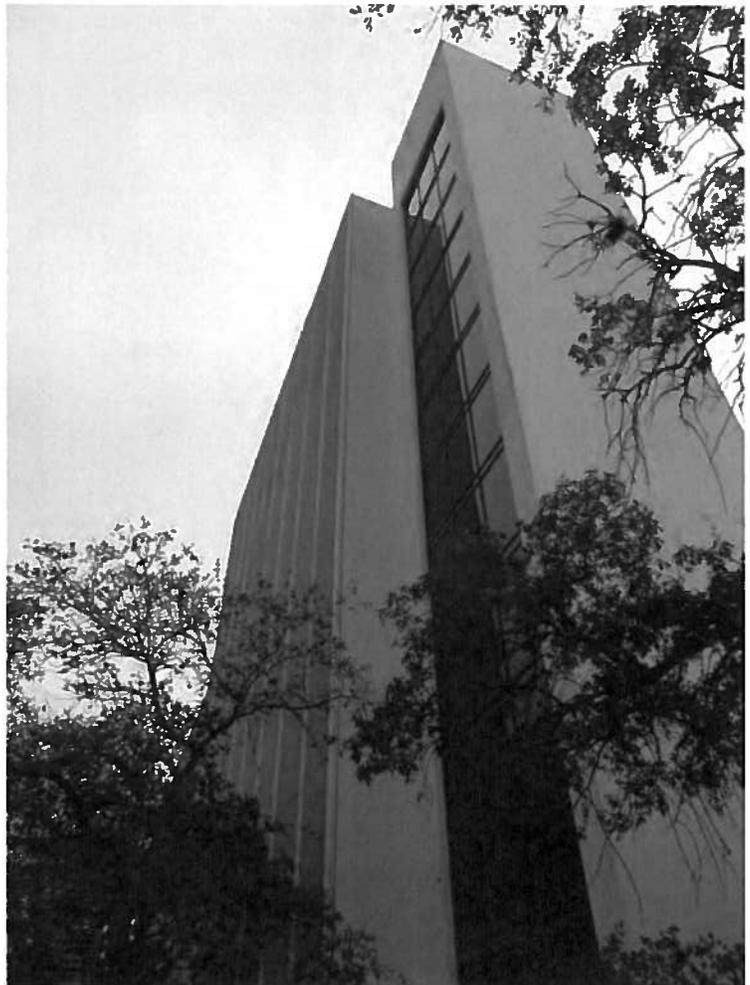
PHOTO 26:

*PHEIL THEATRE
ENTRY - RENOVATED
(EXISTING FACDE
2016)*



PHOTO 27:

*WEST END OF
EXISTING PHEIL
BUILDING 2016*



In 1982, "Century Bank" proceeded to renovate both buildings, adding a new glazed Elevator hoistway at the NWC of the building and a new Entry Foyer from the on grade parking lot to the west of the building. New stairways were added; a new exit corridor was added and connected to a new exit stair on the west side of the 3 story section of building that replaced the former Pheil Theatre.

- ✓ In the 1982 renovation, the guest room floors of the hotel (3rd story thru 11th story) were "gutted", removing all the guest room partitions, bathrooms, closets and interior finishes (hallways, doors, hardware, light fixtures, flooring).
- ✓ RRW recalls that there was significant water penetration damage from what appeared to have been serious roof leaks at the upper floors of the hotel.
- ✓ As noted above the west end of the building was partially demolished, all windows removed, and a new elevator hoistway and Bank Entry canopy and Foyer accessing the on grade parking was added to the west end of the building. (see photo 28)
- ✓ The new Life Safety corridor connected to a new fire stair from the 11th floor to the 4th floor exit access corridor from the center of the combined building (SEC of Hotel tower).
- ✓ Existing hexagonal elevator hoistway (& elevators) was removed. (see photo 29)

In our opinion, all that remains of the original hotel's historic fabric is the structural framework and exterior cladding which has also been significantly altered over time, and which may not be original materials under the cover coats of stucco, paint and waterproofing:

- ✓ The existing structural concrete floor slabs are supported by "haunched" concrete columns and cast-in-place concrete beams. Columns are located on the perimeter of the building as well, with hollow tile curtain wall assembly infill between the concrete columns. Columns are spaced approximately 10' to 14' apart and linked with 12" deep cast in place concrete beams. From the 3rd floor up floor slabs are 9'-0" clear floor to floor. However, under the beams there is only about 8' of clearance. In addition, the column haunches extend below 7'-0". This means that the 3rd thru 11th floors currently have very low ceilings ranging from 7'-10" aff to 7'-0" where mechanical duct work was accommodated in past renovations.
- ✓ There is significant observable water damage to interior walls, including the shared party wall between 400 and 410 Central Ave and there was observable mold and mildew on interior walls and an odor of mildew throughout the building. (see photos 30, 31)

Conclusion/ Summary:

Because documentation of past renovations such as original building plans, renovations plans prior to 1982, comprehensive photographic documentation, records of original materials and materials specifications, could not be located either by RRW's research or in City's research through property cards; archive records or microfilm records.

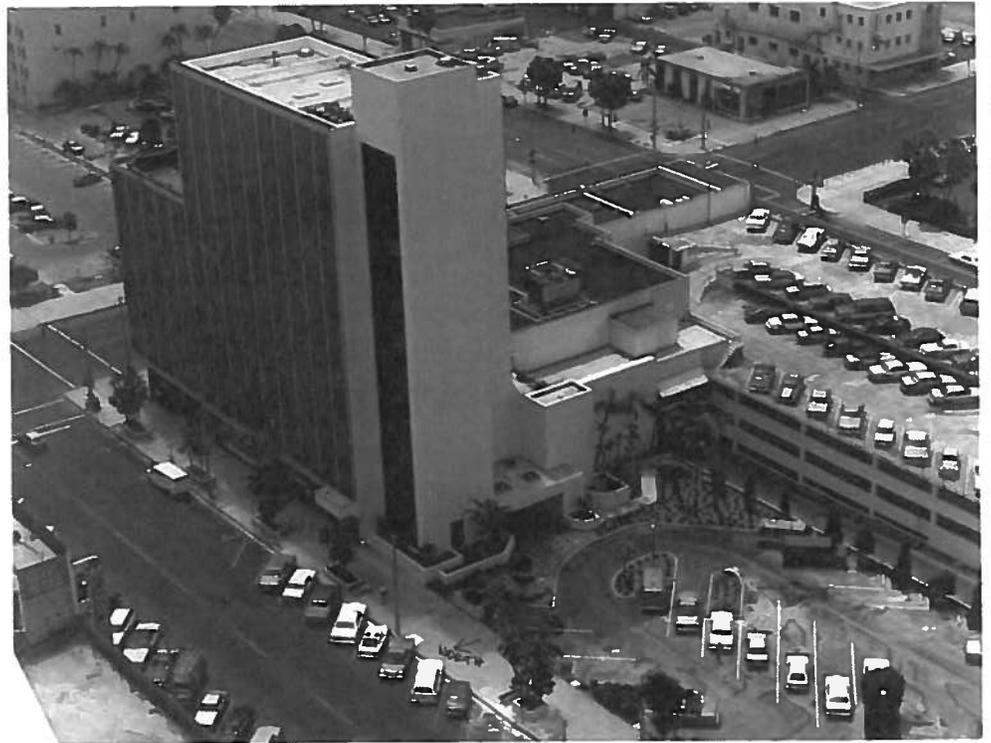
PHOTO 28:

CONSTRUCTION
PHOTO OF NEW
ELEVATOR HOISTWAY
FOR CENTURY BANK,
1982



PHOTO 29:

CONSTRUCTION OF
HOISTWAY COMPLETED
1982 - OCTAGONAL
ELEVATOR TOWER AT
SWC OF BUILDING
REMOVED



PHOTOS 30, 31, 32, 33:

WATER DAMAGE AND
MOLD & MILDEW -
(AND VANDALISM)
INTERIORS OF BOTH
BUILDINGS 2016



Given this lack of documentation, in our opinion, and per the Secretary of the Interior's standards for historic buildings, neither "Restoration" nor "Reconstruction" would be recommended for either building.

- 1) 400 and 410 Central Ave. are NOT good candidates for "Preservation", as the property's "distinctive materials, features, and spaces" are NOT essentially intact.
- 2) 400 and 410 Central Ave may NOT be candidates for "Rehabilitation" depending upon structural impacts of removal of non-contributing structures added onto the old buildings. In addition, significant expenditure would be required to upgrade the buildings per current Accessibility and fire requirements. Extent of deterioration of structure due to the 1960 ornamental screen installation is also not known. Impacts of water penetrations, mold and mildew are also not known.
- 3) 400 and 410 Central Ave. are not, in our opinion, candidates for "Restoration" as there has been a significant loss of historic fabric over the last 90 years, and there is no thorough documentation of the buildings that could be used as basis of restoration..
- 4) 400 and 410 Central Ave. are NOT, in our opinion, candidates for "Reconstruction", due to the costs of working within existing low floor to floor heights; closely spaced column grids; mold, mildew, water penetration issues, and the possibility of remediation costs for both asbestos containing materials and lead paints.

Based on history and observation of the two existing pre-1924 buildings' current conditions and details, it is our opinion that the historically significant details and designs of these two pre-1924 structures have long ago been altered, modified, removed or obliterated by the sequential renovations that have changed the building's occupancy classifications, uses, interior layouts and exterior cladding.

The Pheil Theatre was entirely demolished in 1959, so there is no historic fabric remaining of the theatre that could be "preserved", "rehabilitated", "restored", or "reconstructed".

The 1960 and 1982 renovations to the buildings merged the structure and circulation of the older buildings with the new auxiliary building and garage to the south, and also merged both buildings' circulation and structure with the 22,000 sf of 3 story office space that was infilled between the buildings and the parking garage. It is unclear whether the older buildings could now be separated structurally from these modern additions.

In addition, as noted above, original plans and details for both of these older buildings do not appear to have been archived in any records (microfilm or archives), so that "restoration" and "preservation" are not able to be guided by original documentation.

In our opinion, there is not enough remaining historic fabric to warrant "preservation" and/ or "restoration" of the buildings, and "rehabilitation" may not be structurally possible due to the major interventions of 1960 and 1982.

To return parts or all of these buildings to a design that mirrors previous historical concepts would constitute a "total re-construction" with period materials and details no longer achievable.

APPENDIX I

ROBERT REID WEDDING ARCHITECTS & PLANNERS, AIA, INC.

CREDENTIALS:

Robert R. Wedding, AIA, President

Robert Reid Wedding Architects & Planners, AIA, Inc. is a 43 year old firm that has practiced commercial architecture for a variety of private and public building types in the Southeastern U.S. since 1973. With offices in Tampa and Deerfield, Beach RRW, Inc. practices Architecture, Engineering and Interior Design for Fortune 500 Companies and Governmental Agencies. The Professional Experience of Robert R. Wedding, AIA and President of this company are outlined on the attached resume which includes: Registration, Design Awards, Education and Projects.

Recent work in the City of St. Petersburg include: Bruce Watters Jewelers, Bella Brava Restaurant, Stillwaters Restaurant, Bank United, Synovus Bank, SunTrust Bank, St. Petersburg Housing Authority, Pediatric Cardiology at Bayfront and others.

Susan Bradley, M.A. – Architecture, Sr Project Manager

Susan Bradley's background in Architecture and Historical Renovation began in the mid 1990's, working in conjunction with the City of Tampa/Hillsborough County Historic Preservation Department and with a Specialty Preservation Architectural Firm. Historical projects that she has worked on, include:

- The Master Plan for Plant Hall/ The Tampa Bay Hotel
- The Restoration of the Ca'd'zaan (Ringling Residence) in Sarasota
- The Floridian Hotel in downtown Tampa
- Kress/Woolworth Building – Tampa
- The North Franklin Street Master Plan – Tampa
- Tampa Heights and Seminole Heights Re-Development Plans/Overlay Districts

EXPERIENCE:

RRW Experience in the Bank/Pheil Building

Mr. Wedding has extensive experience working in both the Bank building and in the major renovation projects for the Pheil Hotel building since 1970.

His experience is divided into two periods of involvement:

- **PERIOD 1: 1970-1973**

During This period Mr. Wedding was Project Architect for The First National Bank of St. Petersburg and worked primarily in the Bank Building. Projects included ongoing interior projects plus:

Elevators and Equipment Replacement:

Removal and replacement of original elevator equipment with two traction-type elevators, doors, call buttons, hall lantern, etc.. Demolish existing and construct a new elevator equipment room, Motor Generator set and elevator controls.

Repairs and Replacement of Building Parapet:

Repairs and replacement of original building parapet, flashing, counter flashing and parapet waterproofing. Remove existing roofing and cap flashing; re-roof and replace various areas of roof; repairs to parapet structure and replacement of damaged cap flashing.

Life Safety Code Upgrades:

Removal and replacement of existing exit directional and exit lights with new equipment. Removal and replacement of existing fire alarm system and components. Installation of emergency lighting in parts of the building and exit paths.

- **PERIOD 2: 1976 – 1984**

During this period Mr. Wedding was the Architect for Century Banks, Inc. for the State of Florida. Projects included many interior renovation and space planning projects and exterior improvements to the 24 hour banking features to support Bank operations. Major Projects during this period included:

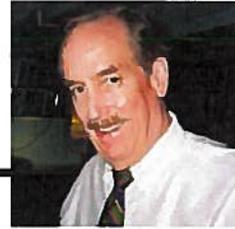
Remodeling the Pheil Hotel:

A 1982 renovation the Pheil Hotel building to convert it to office use including demolition of the decorative Aluminum Screen and original wall construction on the West end of the building, and gutting the interior down to slab and exterior walls. Replacement of existing windows with fixed glass and aluminum frames, adding two new Observation Hoistway elevators and Fire Stairs were also included in the scope of this work. New building Mechanical, Electrical and Plumbing systems were inserted. The ground floor area between the Hotel and Bank Lobby was remodeled. A new entrance forecourt on the West end of the Pheil Building was designed and constructed, and design documents for new Tenant Build-out Improvements, as needed for leasing, were provided.

Robert R. Wedding, AIA

President

RRW Employee Since: 1973



PROFESSIONAL EXPERIENCE:

Mr. Wedding, President of this firm since 1973, has achieved recognition by the American Institute of Architects, City Governments and Industry Specialists during his architectural tenure. His firm was founded on the principles of "Service" and "Design Quality". The firm has grown to nearly 27 employees through 2016. Further, typical client relationships have endured 5 to 33 years.

One of the critical stages of project success that Mr. Wedding conducts for each client is the Architectural Programming Phase. Architectural programming is a critical component that leads a project to success. It is defined as "the research and decision-making process that identifies the scope of work to be designed". Some of the benefits of architectural programming include: 1) involvement of interested parties in the definition of the scope of work prior to the design effort, 2) emphasis on gathering and analyzing data early in the process so that the design is based upon sound decisions, and 3) efficiencies gained by avoiding redesign and more redesign as requirements emerge during architectural design. In architectural programming it is essential that the major decision-maker allows participation from all client-users. By including client-users, design results are optimized more effectively. During the programming phase, project goals and objectives are established, strategies are identified, information is gathered and understood by all, resulting in a summary of the client's needs, which leads to project success.

REGISTRATION:

Florida, Georgia, Tennessee, North Carolina, Virginia, District of Columbia, Texas, Kentucky, Ohio
NCARB – 1979 #22440 Florida - #6200

DESIGN AWARDS:

American Institute of Architects, 5 Florida municipal superior appearance awards or appearance commendation awards, Broward County Craftsman Guild, City of Gainesville, City of Tampa, City of St. Petersburg, Pinellas County

EDUCATION:

Bachelor of Science in Architecture – University of Florida, 1968 (professional 5 year degree)
Commissioned Officer – United States Army CONUS and overseas, 1968-1970

CONTINUING EDUCATION:

- Designing for Fire Protection, Means of Egress and Accessibility – *American Institute of Architects*
- Sub Surface Conditions - *NCARB*
- Indoor Air Quality Environment- *NCARB*
- Post Occupancy Evaluations - *NCARB*
- Energy Conscious Architecture - *NCARB*
- Construction Administration – *American Institute of Architects*
- Zoning & Land Use in Florida – *Lorman Education Services*
- Risk Management – *American Institute of Architects*
- Construction Lien Law – *Lorman Education Services*
- Impact of the New Florida Building Code – *Florida Association of the American Institute of Architects*
- Acoustics for Places and Assembly – *Florida Association of the American Institute of Architects*
- Comfort on Demand – *McGraw-Hill Construction*
- Specifying Foundation Flood Vents for Building Sustainability, Durability, and Performance – *McGraw-Hill Construction*
- Building Information Modeling and Manufactured Complementary Building Products – *McGraw-Hill Construction*
- AIA Contract Documents for IPD Multi Party Agreements and Federally Funded Projects – *American Institute of Architects*
- Smart Appliances for a Sustainable Smart Grid: Hot Water Hybrids Save Energy and Conserve Water – *McGraw-Hill Construction*
- *20th Century Design* – Architects Seminars of Auburn
- Construction Safety for Architects, *Southern Design Symposium 2013*
- Designing Buildings of Mixed Use and Types of Construction – *Florida Association of the American Institute of Architects*
- Leadership Development – *Florida Association of the American Institute of Architects*
- Designing Masonry for Windloads – *Florida Association of the American Institute of Architects*
- Designing Watertight Masonry/ Designing for Structural Movement – *Florida Association of the American Institute of Architects & Rinker*
- Florida Law for Design Professionals – *Lorman Education Services*
- New Hand Dryer Technology: Sustainable, Hygenic, and Cost-Effective – *McGraw-Hill Construction*
- Strategies for More Sustainable Exterior Solutions – *McGraw-Hill Construction*
- Sustainable Plumbing: Value Design, Innovation, Quality, and Ecology – *McGraw-Hill Construction*
- Integrating Solar Electric Systems into Roofing Design – *McGraw-Hill Construction*
- Renovating an Historic Structure for LEED Platinum Certification – *McGraw-Hill Construction*
- *The New ADA Regulations & Design Standards Symposium - AIA*
- *Eco-Efficiency Analysis – Life Cycle Tools - AIA*

Susan Bradley, M.A.

Senior Project Manager, Graduate Architect
RRW Employee Since: 1997



PROFESSIONAL EXPERIENCE:

Susan brings more than 20 years practicing Architecture, she has an extensive Construction Management and Project Supervision. Susan has acquired an eclectic mix of project experience since earning her Master's Degree in Architecture ranging from academic studies and assessments, historic renovation and master-planning, full construction documents production, project management and construction administration.

Prior to joining our firm, Susan worked with the City of Tampa/Hillsborough County Historic Preservation Department and a Specialty Preservation Architectural Firm on:

- Master Plan for Plant Hall / The Tampa Bay Hotel
- The Restoration of Ca'd'zan Museum in Sarasota
- The North Franklin Street Master Plan – Tampa
- Tampa Heights and Seminole Heights Re-Development Plans
- Floridian Hotel – Tampa
- Kress/Woolworth Building - Tampa

She has the unique ability to immerse herself and explore design solutions which embrace communities of people and place. Her Thesis with the Seminole Indian Tribe of Florida and the City of Hollywood used the lexicon of the Seminole Indians belief system, myths, traditions and traditional town planning precedents as the “design language” to integrate tradition with the needs of a modern population.

EDUCATION:

- Master of Architecture – University of South Florida, 1996
- Bachelor of Fine Arts, Northern Michigan University, 1977

CONTINUING EDUCATION:

- *Planning Phase and Design Phase Risk Management – Victor O. Shinnerer*
- *Developing Capacity to Manage Risk – Victor O. Shinnerer*
- *Construction Phase Professional Management – Victor O. Shinnerer*
- *Building Information Modeling and Integrated Project Delivery – Victor O. Schinnerer*
- *Bidding and Contract Negotiation – Victor O. Schinnerer*
- *Railing Systems – HDI, Inc.*
- *Paving Systems – Rinker Concrete*
- *Fluid Applied Roofing Systems – Quest*
- *Mold Prevention – Dupont Corporation*

PROJECT EXPERIENCE:

- *Historic Renovation*
- *Financial Institutions*
- *Multi-Family Housing*
- *Parks & Recreational Facilities*
- *Governmental (infrastructure)Facilities*
- *ADA Compliance Assessments*
- *Community Master Planning*
- *Due Diligence – Site Investigations*
- *Headquarters Buildings*
- *Restaurants*
- *Special Needs Housing*

Projects include:

- Hillsborough Regional Transit Authority, Continuing Services Contract 2009-2014, Tampa, FL
- Bella Brava Restaurant, St Petersburg, FL
- Florida Capital Bank of Gainesville, Gainesville, FL (City Beautification Award, April 2009)
- Bank United – Sarasota – Adaptive Re-Use
- Bank United – Tampa – Carrollwood conversion of an acquisition
- Bank United – Altamonte – Adaptive Re-Use of a restaurant to branch bank
- Bank United - Lake Mary – Renovation
- Synovus Bank – Tampa – Tenant Improvements for Private Banking
- Sunovus Bank – St. Petersburg – Downtown 2nd Floor Renovation
- SouthTrust Bank, Branch Banking Facilities- All Florida Counties except Broward & Dade (7 years)
- Roosevelt & US 19 Retail Center, BH & AW LLC Property, Largo, Florida
- Wounded Warrior Housing – St. Petersburg Housing Authority
- Tangerine Office Building (3 story, bank on ground floor), St Petersburg, FL
- Grove Park Community Center Addition, Pasco County Parks Department - Elfers, Florida.

- Meadowpointe Community Development District – Clubhouse Renovation and Fitness Center Addition, Wesley Chapel, FL
- Oak Trace Apartments; Sandpebble Apartments – Tax Credit Housing Projects, Pinellas County, FL
- St. Petersburg Housing Authority – Due Diligence and Site Studies
- Northfield Facility, Pinellas County Utilities Engineering - Palm Harbor, Florida: This project included design & construction of the landscaped formal entry road with a fountain to utilize the re-claimed water produced by the facility, as well as administration building renovations & a new vehicle maintenance facility
- Logan Station Water Quality Laboratory HVAC Renovation - Largo, Florida
- Pinellas County Parks Department Restrooms & Shelters, Pinellas County, FL
- Contemporary Housing Alternatives of Florida - Masterplan, Streetscape Renovations & Renovation of Windtree Village (30 duplexes/triplexes)
- Tampa/Hillsborough County Preservation Board: Masterplan for the renovation and re-use of the Floridan Hotel and the Newberry/Kress/Woolworth Block

- Construction Safety for Architects, *Southern Design Symposium 2013*
- Framing for Energy Efficiency & High Wind, *Southern Design Symposium 2013*
- Innovation in Windows, *Southern Design Symposium 2013*
- Technical and Environmental Consideration of Residential Siding, *Southern Design Symposium 2013*
- Building Science Thermal and Air Barrier, *Southern Design Symposium 2013*
- Latest Update American Disabilities Act, *Southern Design Symposium 2013*
- Code Conforming Wood Design, *Southern Design Symposium 2013*
- Florida Building Commission Process & Update, *Southern Design Symposium 2013*
- Using Fire Retardant Treated Wood in Non-Combustible Construction, *Southern Design Symposium 2013*
- Exterior and Interior Coatings, *Southern Design Symposium 2013*

PROJECT EXPERIENCE:

- *Office Buildings*
- *Financial Institutions*
- *Parking Structures*
- *Parks & Recreational Facilities*
- *Automotive Dealerships*
- *Educational Facilities*
- *Multi-Family Housing*
- *Condominiums*
- *Hospitality Resorts*
- *Fire Station Remodelings*
- *Master Community Planning*
- *Healthcare*

REPRESENTATIVE PROJECTS:

Medical Facilities:

- Dr. Enriquez Medical/Trauma Clinic
- Dr. Whitaker's Psychiatric Clinic
- Drs. Amley, White & Amley Dental Clinic
- National Medical Care – Kidney Dialysis Clinics
- Multi-Specialties, LLC – Urgent Care, Primary Care, Dental
- Orthodontic Specialists of Florida
- Cardiology Clinic – Bayfront Medical Office

Financial & Private Sector Projects include:

- 3 Daughters Brewery
- Bella Brava Restaurants
- StillWaters Restaurant
- Broward Schools Teachers Credit Union
- Carteret Savings Bank – Tampa Bay Region
- Barnett Bank – Drive-Thru's & ATM
- Chase Bank – Off-shore banking
- Wells Fargo – Branching in South Florida
- Cay Harbor – Marina, Multi-Story Boatominiums, Penthouses & Townhomes, Ft. Lauderdale
- Westinghouse Credit Corp.– Construction Administration for 200 units
- Wyldewood Hotel, Timeshare and Equestrian Resort
- JB Ranch Lodge and Timeshares 180 acres.
- Braden River Lakes – Housing Community and Clubhouse
- Buttonwood Townhomes – Designer and Developer for 16 units
- Yacht Haven Condominiums – Consisting of Marina, Recreation Building, Pool and 30 Luxury Condo
- Tudor Cay – 262 units renovation of 2 / 3 story apartment
- Longboat Key Condominium Restoration – Renovations, re-landscaping, interior repairs and upgrades, lighting efficiency studies
- AT&T Wireless – Satellite Relay Facilities
- AmSouth Bank – Florida branch banking
- Wachovia Bank – Florida Servicescape branches
- SouthTrust Bank – Statewide branching & renovation program
- America On Line – South American Headquarters
- Cable Vision – Studios, Offices and Production Facilities
- Optel Communications – Cable Communications
- National Car Rental – 766 locations across the U.S.
- Value Car Rental – 84 locations in Eastern/Western & Southern U.S.
- Hertz Equipment Corporation – Heavy Equipment Rental
- SunTrust Bank – 550 locations, multi-story, renovations, new construction in Southeast
- Alamo Car Rental – 540 locations across the U.S.
- Mercedes Benz of North America – Automotive Dealership, Parking Structure, Service Center
- Braman Cadillac, Rolls Royce – Showrooms, Service Centers, Point of Sale Merchandising Display
- National Medical Care, Inc - Kidney Dialysis Centers

Minor / Major Government Projects:

- Hillsborough County Government (2 year Minor Contract)
 - Fire Station #140 renovation
 - Fire Station #17 Renovation
 - Fire Station – Progress Village – new construction
- Pinellas County School Board (2 year Minor Contract)
- Pinellas County School Board (Emergency Minor Contracts)
- United States Postal Service
- Pinellas County Parks Department
- Pinellas County Utilities & Fleet Maintenance Yards
- St. Petersburg Housing Authority
- Pinellas County Housing Authority
- Lakeland Housing Authority

Public Projects include:

- Migrant Farmer's Housing – Hendry County for Gulf Harvesting, Inc. (113 units)
- City of Ft. Lauderdale – Multi-family in-fill
- Thomas A. Dyer Housing Renovation – City of Tampa (86 units)
- Tampa Housing Authority Family Units – Private Developer, The Babcock Company (70 units)
- Mormax, Inc. – Lake Alfred (34 new units and renovation of 30 existing)
- Mormax, Inc. – Riverwood (84 new units through FmHA)
- First St. Petersburg Service Corporation – Low income housing
- Contemporary Housing Alternatives of Florida, Inc.

CITY OF ST. PETERSBURG
APR 28 2016
PLANNING & ECONOMIC DEVELOPMENT



SUPPLEMENTAL REPORT

APRIL 27, 2016

to ARCHITECTURAL FINDINGS REPORT, dated FEBRUARY 23, 2016

A DISCUSSION OF "FACTORS OF INTEGRITY" RELATED TO DESIGNATION OF LOCAL HISTORIC LANDMARK BUILDING STATUS

PHEIL HOTEL & THEATRE
410 & 424 CENTRAL AVENUE, ST PETERSBURG, FLORIDA

CENTRAL / FIRST NATIONAL BANK BUILDING
400 CENTRAL AVENUE, ST PETERSBURG, FLORIDA



Robert Reid Wedding
Architects & Planners, AIA, Inc.

Architecture
Mechanical Engineering
Electrical Engineering
Civil Engineering
Structural Engineering
Space Planning
Interior Design
Interior Construction
Design/Build
Renovation
Lighting
ADA Compliance
Landscape Architecture
Air Quality
Remodeling Management
Program Management
Real Estate Planning
Due Diligence

April 27, 2016

Mr. Don Mastry, Attorney
Trenam Law
200 Central Ave. Suite 1600
St. Petersburg, FL 33701

Ref: Pheil Hotel / Pheil Theater /Central National Bank
Building Historic Designation – St. Petersburg, FL.

Dear Mr. Mastry,

I am forwarding, herewith, our report on the applicability of various evaluation points necessary to qualify the above buildings for a "Historic Designation" under the City of St. Petersburg Code of Ordinances.

Specific building evaluation factors are referenced and addressed per their appearance order in the Ordinance.

Executive Summary

Outlined, below, is a summary of major points:

- **The Pheil Theater** was demolished in 1960 and no longer exists. The former footprint is occupied by office space and bank lobby developed in 1960.
- **The Pheil Hotel** was heavily demolished and totally renovated in 1983. More than 60% of that building construction is no older than 33 years.
- **The Central National Bank and Pheil Hotel** have been the subject of five major remodelings and over 50 internal renovations. Little evidence of original designs or materials remains.
- **The Pheil Hotel and Central National Bank** were transformed from separate structures during the renovations in 1960 and 1983. They are now a part of a much larger building footprint that is structurally inter-dependent and no longer capable of standing alone.
- **The Architectural Design** of the buildings has changed with every major renovation, with the former visual concept being supplanted by the new. The Architectural image with the longest historical duration is the current "Mid-Century Modern" "cheese grater" look (48 years).
- **The Setting** of the Urban Block the buildings occupy has been completely changed by demolition and new construction over time. The adjacent setting across City streets to the South, East and West is also completely changed.
- **Materials** and decorative details originally incorporated in the construction have been covered, removed or damaged in successive

OFFICES:

4112 Cypress Street
Tampa, FL 33607
(813) 879-6996
(813) 871-5203 Fax

221 Commercial Blvd.
Suite 202

Lauderdale-by-the-Sea, FL 33308
(305) 492-9980
(305)492-9932 Fax

417 South Garden Ave.
Suite A
Clearwater, FL 34616
(813) 443-1819
(813) 871-5203 Fax

Mr. Don Mastry, Attorney
April 27, 2016
Page 2

renovations. Significant additional damage will be caused by the removal of brackets holding the Aluminum exterior screen.

- **Workmanship** of historical significance is no longer existent in these buildings.
- **Feeling** created by various Architectural period solutions that were once the image of these buildings have been highly modified or eliminated by successive major renovations. The Architectural solution and visual image / feeling with the longest duration (48 years) in the City of St. Petersburg is the Mid-Century Modern iteration that exists today.
- **Association:** The Florida Theater (once a part of this City Block complex - demolished in 1968) was the site of major historic events. The Pheil name association of the original developer is considered minor and could be acknowledged as part of future redevelopment of the site.

OTHER FACTORS

- **Structural Integrity:** The buildings are structurally inter-dependent since 1960 and "peeling them apart" is likely not possible. The Pheil Building Tower depends on the new elevator and stairwell element added on the West end in 1983 for structural stability and wind load resistance of the 11-story building.
- **Exterior Walls** are constructed of clay tile. Clay continues to absorb moisture over its lifetime and expand while the mortar used to hold it together contracts. Over time, this creates a structurally inferior exterior wall section without a proper "bond" between the mortar and clay tile units. These walls will require replacement to conform with the most modest wind load. The brittle nature of the tile units will not withstand the impact of removal of the brackets holding the Aluminum Architectural screen to the building resulting in further wide-spread wall-damage including surface/ finish damage and exterior wall structural -integrity compromise and collapse.
- **Existing Windows – Central National Bank:** The exterior windows are damaged by wide-spread severe termite activity and are structurally incapable of holding either the gravity load of new glass or wind loads on the exterior walls. New windows, glass and exterior wall construction will be required to provide safe structural integrity of exterior walls.
- **Asbestos** has been identified in component parts of construction in the Central National Bank. Estimated abatement cost \$500K. The environment abatement and removal process will virtually "gut" remaining interior improvements to this building.

Mr. Don Mastry, Attorney
April 27, 2016
Page 3

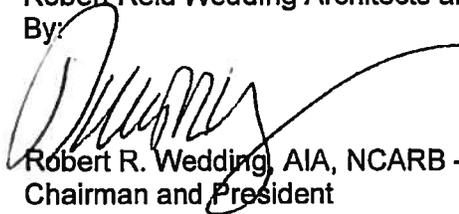
• **Design limitations for reuse:** The floor plates of both buildings are smaller than current market requirements for any permitted use. The low ceiling heights in the Pheil Hotel were frequently mentioned as a design factor that kept the renovated space from market success as class "C" office space.

CONCLUSION

Over 60% of the construction of the Pheil Hotel is 33 years old or less. This falls below the 50-year minimum for consideration.

The Central National Bank building exterior walls will require new windows and wall replacement. Once the environmental issues are abated and the aluminum screen is removed the only elements preserved will be floor slabs and columns.

Sincerely,
Robert Reid Wedding Architects and Planners AIA, Inc.
By:



Robert R. Wedding, AIA, NCARB – AR0006200
Chairman and President

**SUPPLEMENTAL REPORT OF ARCHITECTURAL FINDINGS:
DISCUSSION OF "FACTORS OF INTEGRITY" RELATED TO DESIGNATION OF LOCAL
HISTORIC LANDMARK BUILDING STATUS**

**PHEIL HOTEL & THEATRE
410 & 424 CENTRAL AVE, ST PETERSBURG, FLORIDA
CENTRAL / FIRST NATIONAL BANK
400 CENTRAL AVE, ST PETERSBURG, FLORIDA**

General

Listed below are notes commenting on the "7 Factors of Integrity" , as listed in the Historic Preservation Ordinance Section 16.30.070 as the basis of public policy for preservation, protection, perpetuation and use of local landmarks.

Ref:

16.30.070.2.5 –D Criteria for designation of property:

D-1. principal structure shall be at least 50 years old.....

Comment: In the case of the **Pheil Hotel**, more than 60% of the existing building was demolished and reconstructed 33 years ago. Scope of renovations in 1983 included:

Demolition

- Demolition of Hotel West Wall
- Demolition of Central Ave. street level development and entrances
- Demolition of all interior partitions + development - all floors
- Demolition of existing roof covering, flashing, cornice
- Demolition of all historic mechanical, electrical equipment and elevator
- Demolition of all windows, frames, glass and glazing

New Construction which is less than 50 years old

- New Poured Concrete West stairs / elevators (shear wall element)
- 2 New Observation Cab elevators, machine room and equipment
- New internal stair and over-roof connector to west exit stairs
- New windows, frames, glass and glazing
- New common entrance to Bank and Hotel (now office space)
- New Electrical, Plumbing, Potable and Fire Water services,
- New Building Mechanical, Plumbing and Roof Drainage systems
- New Restrooms, Fire Alarm system and Fire Sprinkler systems
- Construction of all interior partitions, doors, ceilings, lighting
HVAC, electrical, phone and data service distribution
- New finishes on all interior space surfaces

Comment: In the case of the **Central / First National Bank** building, renovations in 1983 also "gutted" the interiors of the building, and joined its circulation system and MEP systems with the expanded footprint of the adjacent Pheil building and the parking garage and auxiliary office building to the south of the original structure.

Whether or not the original buildings can be separated and still be "safe" per applicable structural design standards, after removal of the perforated metal screen added to the building in the 1960s, is not known.

Ref: Par. D-1 and it meets one or more of the following criteria:

Comment: Both Buildings appear to qualify for one or more of the criteria listed in criteria "a. " through "i." **D-2..... 7 factors of integrity....as they apply to the property.**

1. Location:

Existing Buildings are located within the confines of the National Register Historic District and are listed as "contributing structures".

However, neither the Pheil Hotel + Theatre nor the Central /First National Bank remain as originally designed "stand alone" structures.

The **Pheil Hotel** (tower) currently occupies approximately 53% of its original footprint.

The **Pheil Theatre** was demolished in 1960.

The remaining 11 story former hotel tower is now structurally connected to the 30,000 sf 3 story office and parking garage constructed to the south of the 11-story tower in 1960.

A 12 story elevator tower and stairway was added on the west end of the Phiel building in 1983. This elevator tower now functions as a shear wall support for the remaining 11-story tower.

The **Central / First National Bank** currently occupies its original 1911 footprint but it is now also structurally connected to both the Pheil Building to the west and to the 30,000 sf 3-story addition office and parking garage constructed in 1960.

It is unknown if the 1960 and 1983 additions could be safely demolished and removed without compromising the original structure. See Diagrams clarifying location of remaining original structures and later additions.

"SETTING" DIAGRAM: EXISTING DEVELOPMENT OF BLOCK

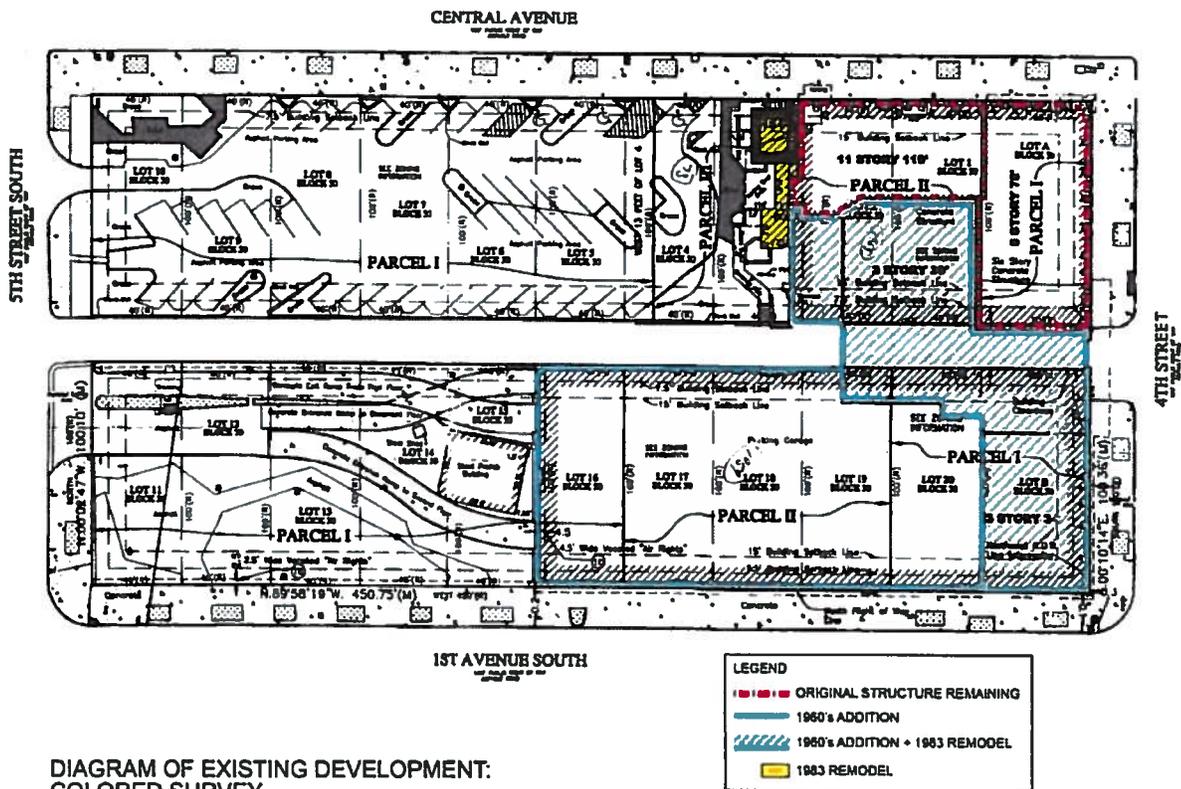


DIAGRAM OF EXISTING DEVELOPMENT:
COLORED SURVEY

COLORED DIAGRAM DERIVED FROM BASE DRAWING FROM AMERICAN NATIONAL LLC SURVEY DATED SEPTEMBER 5, 2008

DIAGRAM SHOWING EXISTING DEVELOPMENT OF THE FULL BLOCK

Colored Survey, RRW Architects
Survey by American National LLC dated September 5, 2008

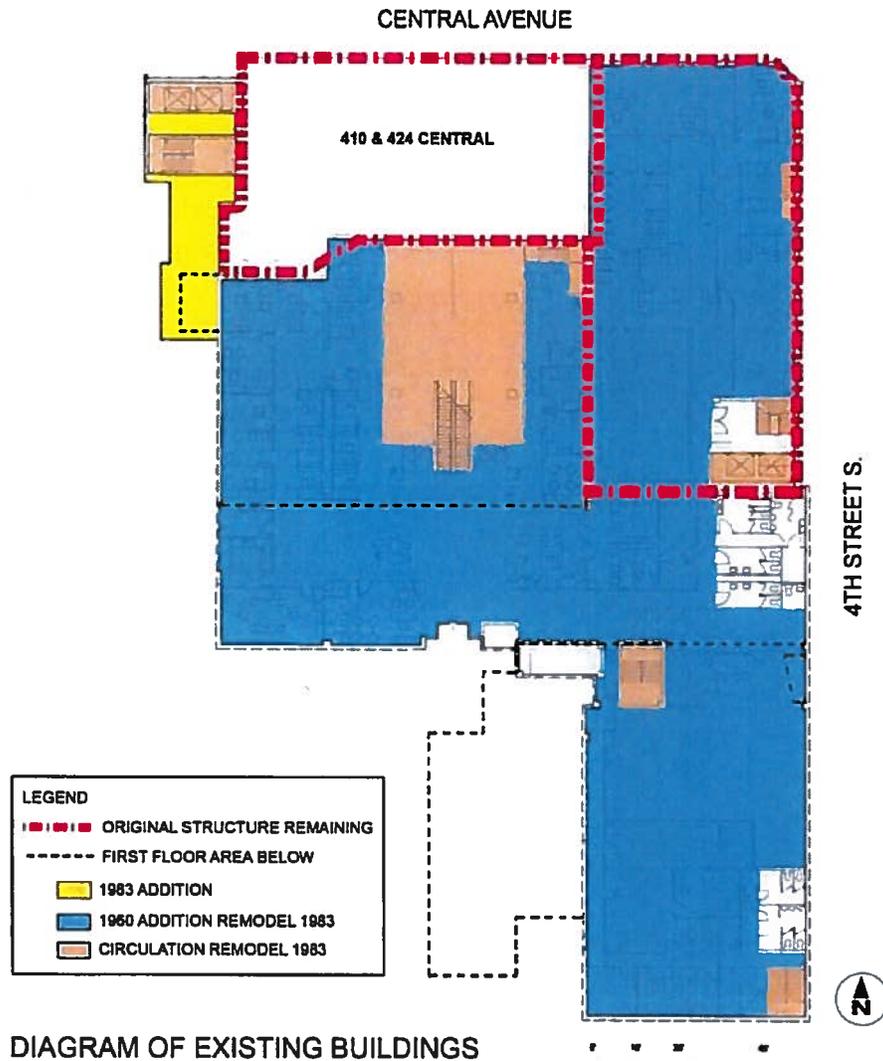


DIAGRAM SHOWING EXISTING BUILDING LAYOUT (2nd FLOOR PLAN) & ORIGINAL BUILDING FOOTPRINTS

RRW Architects
 derived from Tenant leasing Floor Plans by RSH dated June 25, 2004

2. Design:

Both Buildings have had many designs & renovations over time (see illustrated time line) causing a loss of period elements.

See attached diagrams and photos.

In our opinion, neither of these buildings has retained the quality of historic fabric and detail comparable to other City of St Petersburg Local Landmark designated structures such as the Open Air Post Office, the Vinoy Hotel or the Snell Arcade located just across Central Avenue from this site.

Pheil Hotel & Theatre:

- Grand opening of this building was in 1924 as an **"Early 20th Century Mercantile" Style** building with glazed white decorative terracotta sheathing on the first three floors (1 through 3), a brick sheathed tower (floors 4 through 11) with some glazed white terracotta decorative elements on the 11th floor; and with a deep bracketed wood cornice at top of the building. Decorative marquees covered the hotel and theatre entries from Central Avenue. Currently, the terracotta sheathing is covered with stucco and/or waterproofing materials and paints.

"Early 20th Century Mercantile" Style for 36 years.

- In 1960 the Pheil Theatre was completely demolished and the 1st and 2nd floors of the interior of the hotel were completely renovated, and a perforated metal sunscreen was added to the exterior of the building to convert it to a **"Mid Century Modern" Style**.

The "palladian" and "venetian" style windows of the Pheil Hotel's first 3 floors were replaced at this time with "modern" aluminum storefront windows. The white glazed terracotta decorative banding, pilasters, capitals and ornaments were covered by the perforated metal sun screen.

"Mid Century Modern" Style for 56 years.

- In 1983, the 3rd thru 11th floors of the hotel tower were "gutted" and converted /renovated for new Office Use. In addition, in 1983 the circulation system for both buildings was combined and fully renovated. The elevator tower was also added in 1983 and the uses of both buildings converted to "Office" ("Hotel" use was abandoned).

S.70. ST. PETERSBURG, FLORIDA, THE SUNSHINE CITY



PHEIL HOTEL.

ca 1929 COLORED POSTCARD IMAGE OF THE PHEIL HOTEL & THEATRE

cardcow.com

36 years

Print this item: View of crowded Central Avenue (400 block) by Pheil Theatre, looking east towards 4th Street : St. Petersburg, Fla.



ca 1925 "CROWD GATHERED IN FRONT OF PHEIL THEATRE

Hillsborough County Public Library Archives, Burgert Brothers Photography Collection



PHEIL THEATRE MARQUEE 1950

St Petersburg Museum of History Photographic Archives



Google earth



EXISTING PHEIL BUILDING LOOKING EAST FROM CENTRAL AVENUE

Google Earth Image

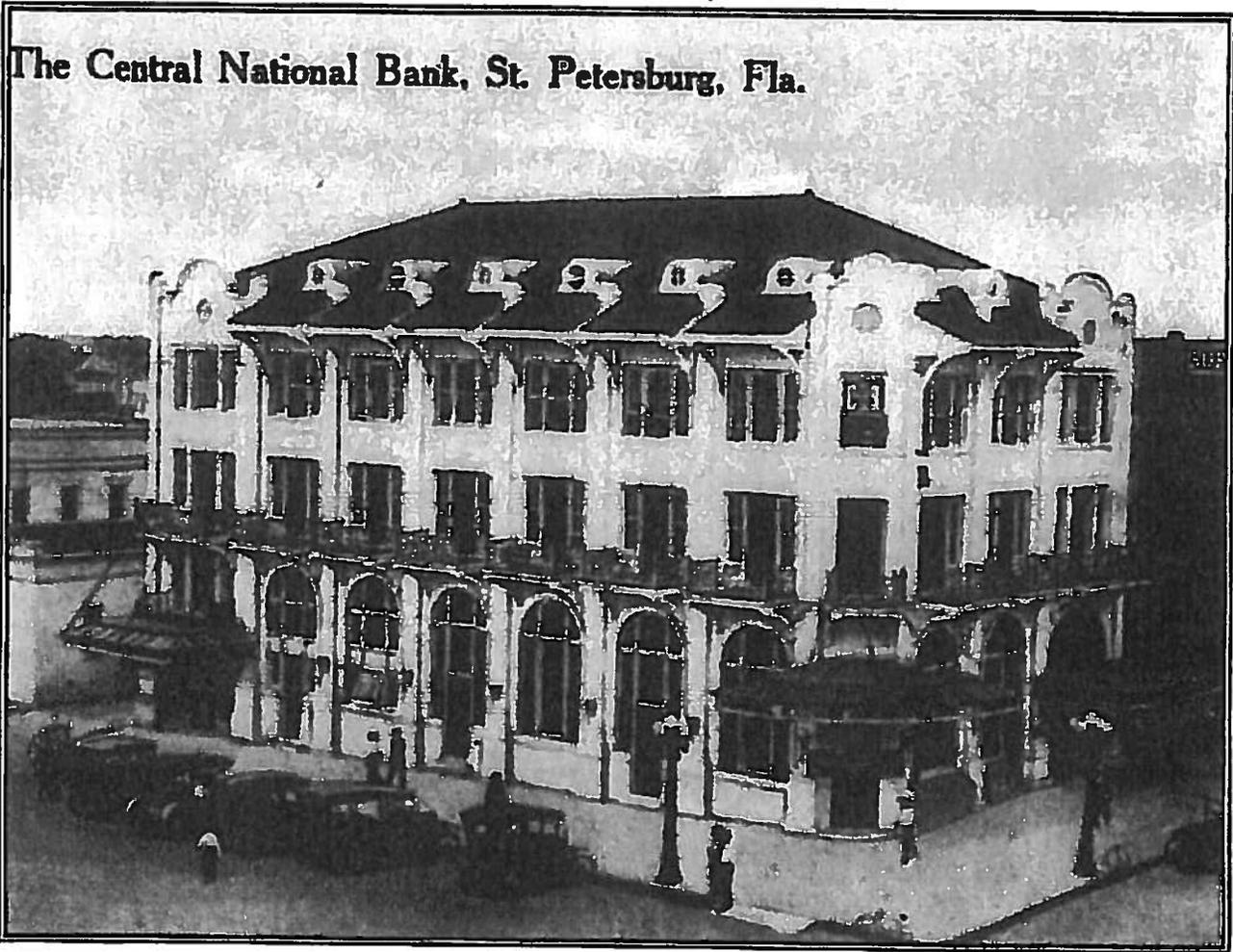
56 Years

Central / First National Bank:

- 1911-5 originally constructed as **"Mission Style"**
"Mission Style" for 7-10 years.
- 1921-22 exterior remodeled & 2 floors added to building height with conversion to **"Beaux Arts/Renaissance Revival Style /Renaissance Revival Style"** for 17-20 years.
- 1936-40 remodeled & converted to **"Early 20th Century Mercantile Style"**. Much of the former ornamentation (balconies with ornamental railings and French doors, awnings, clock, decorative medallions, palladian windows & arched transoms, were eliminated from the exterior of the building in this renovation. Black marble sheathing was added below 1st floor window sills at street sides of the building in this renovation.
"Early 20th Century Mercantile Style" for 16-20 years.
- 1960 remodeled to **"Mid Century Modern" Style**. In 1983 the combined buildings' circulation system was renovated and the elevator tower added. In addition, in 1983, the entire combined buildings' "Use" was converted to "Office" (in lieu of former "Hotel" use) .
The combined building has remained "Mid-Century Modern Style" for 56 years.

ST PETERSBURG MUSEUM OF HISTORY PHOTOGRAPHY ARCHIVES

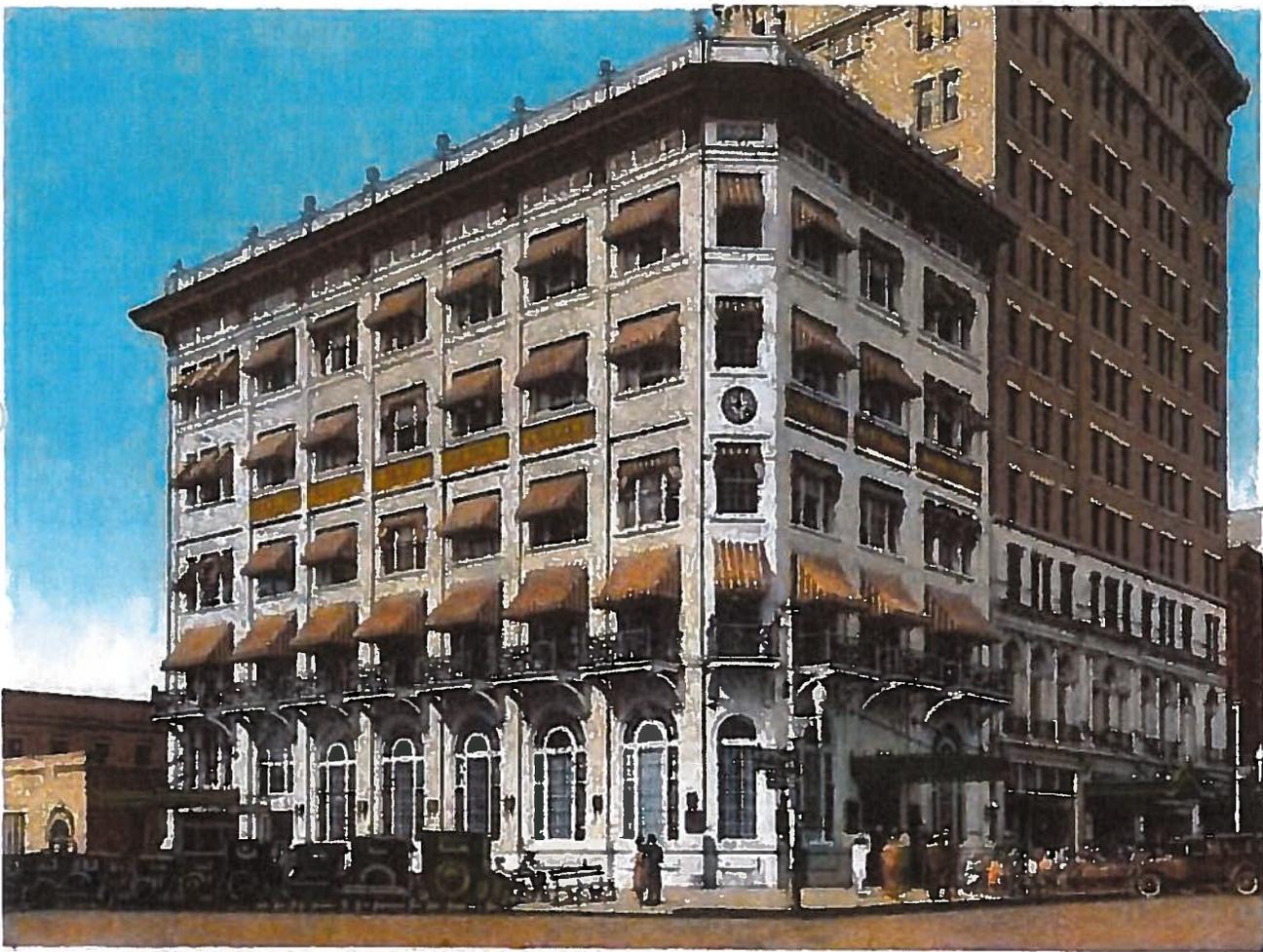
The Central National Bank, St. Petersburg, Fla.



CENTRAL NATIONAL BANK 1915

ST PETERSBURG MUSEUM OF HISTORY PHOTOGRAPHY ARCHIVES

6 years

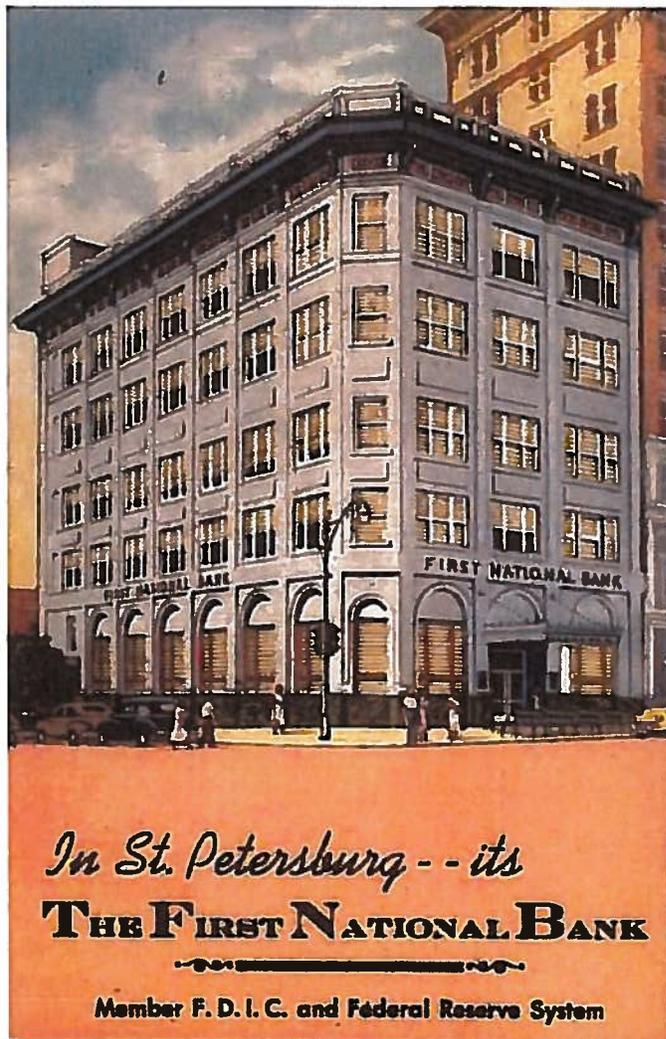


CENTRAL NATIONAL BANK & TRUST CO., ST. PETERSBURG, FLA.

POSTCARD, CENTRAL NATIONAL BANK, ca 1922

ST PETERSBURG MUSEUM OF HISTORY
PHOTOGRAPHIC ARCHIVES

14 years



POSTCARD, FIRST NATIONAL BANK, ca early 1940s

downloaded from CardCow.com

24 years



POSTCARD, DOWNTOWN ST PETESBURG, 1968

cardcow.com

56 years

3. Setting:

The full block was originally developed as a mid-town high density early 20th Century Mercantile Urban Center. Buildings on the entire block abutted one another's side walls, and were developed to the property lines on the "A" side street edges (along Central Ave, 4th Street South and 5th Street South. Most commercial buildings had a "B" side that was open to an alley access, for service requirements for the buildings.

By 1930, this block was anchored by the Florida Theatre at the SWC; the Florida National Bank at the NWC, the Phiel Hotel and the First National Bank at the NEC of the block. Grace Baptist Church was located on the SEC of the block in 1923.

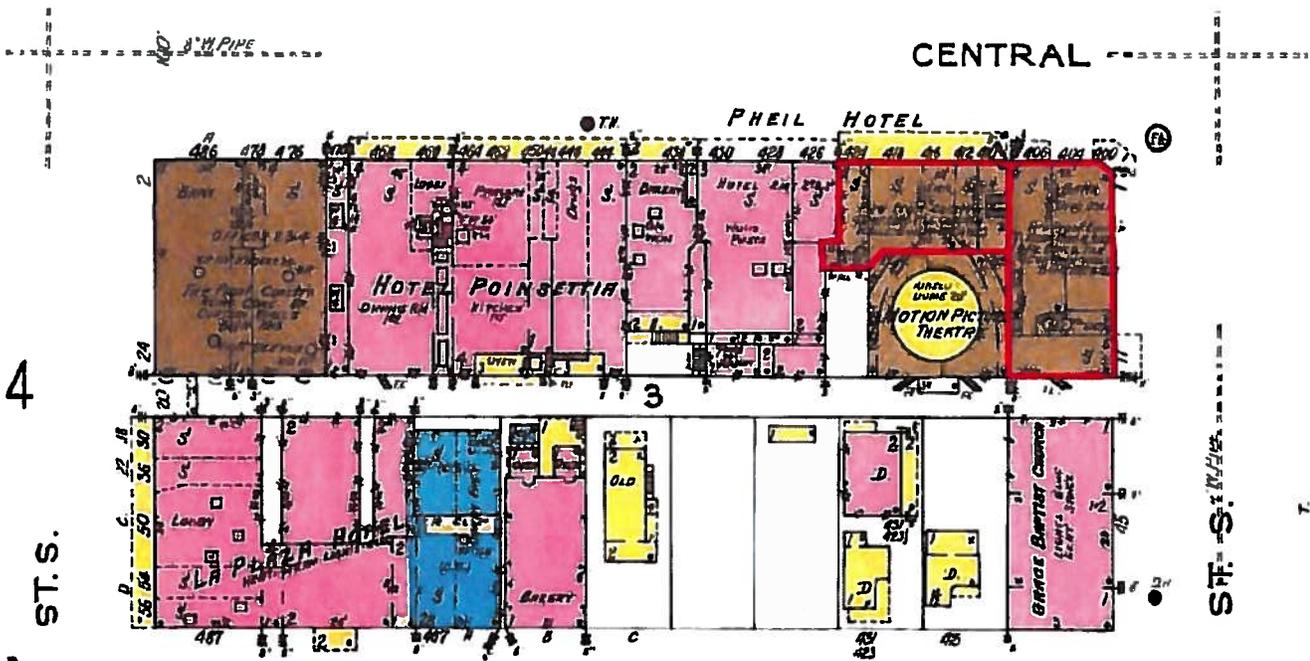
Commercial buildings fully occupied the entire block streetscape along Central Avenue, with the 3 story Poinsettia Hotel, a Bakery and other retail facilities between the anchor buildings on the corners as listed above.

Now the Phiel building's elevator tower just abutts "on grade" parking to the west. Both buildings are now connected to the 4 level parking garage and auxiliary office building to the south and east.

In addition, the neighboring blocks located immediately to the east, west, and south of this block, also no longer represent the original historic Setting.

A contemporary high-rise glass and steel building sits across 4th St to the east (BB&T tower) , the City of St Petersburg's contemporary Municipal Services Building and parking garage is located on the NWC of the intersection of Central Ave & 4th St; and there are various contemporary buildings that now line the adjacent blocks to the south and east. The historic Local Landmark Snell Arcade building is still located across Central Avenue north of this block, but this building is also now flanked with more contemporary mercantile buildings.

In our opinion, the historic contextual "setting" for the original buildings no longer exists.



SANBORN INSURANCE MAP
OF BLOCK DEVELOPMENT, 1923



1926 LOOKING EAST ALONG CENTRAL AVE

Hillsborough County Library Archives
Burgert Brothers Photography Collection



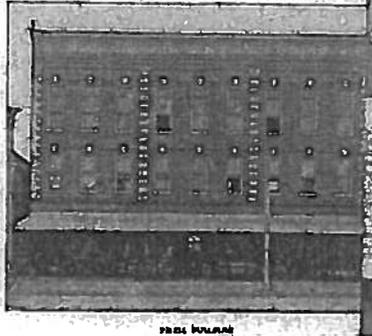
1926 LOOKING WEST ALONG CENTRAL AVENUE

Hillsborough County Library Archives
Burgert Brothers Photographic Collection

ties with the general business they are also the proprietors of the St. Petersburg and Gulf Fish Company

DR. E. ADELYN ELLIS—Osteopathic Physician. Rooms 7 and 8 Pheil Building. He is a graduate of the University of Michigan, and has been located in St. Petersburg for two years, during which time he has attended a fine reputation for the excellent treatment the numerous all suffering humanity who have partaken of the methods which in the short time this treatment has attained a prominent success throughout the United States and all other countries where his practitioners have visited. He has met with unanimous approval and able champions through the many Dr. E. has cured. Dr. Ellis is a graduate of the American School of Osteopathy and his address is in a stately residence in the city where he resides for a.

Seven and Home Destructive, is business transacted by this the largest and one of the best



PHIL BUILDING

Pheil building in 1908, mid block Central Avenue - prior to construction of the Pheil Hotel

DR. LEMUEL COLSON—Dentist, Rooms Pheil Block, 204 Central Ave. As a graduate of this branch of science there is no more able practitioner than the gentleman whose name appears. He has been located in St. Petersburg for two years, and in this brief time has already

Prof. Wm. Barr, Bureau Publishing Company via Harris Photo Studio on its local staff at St. Petersburg, Fla.



Looking north from 5th St south (Burgert Brothers) Hillsborough County Public Library archives



Florida Theater located at the SWC of the block ca 1927 (Burgert Brothers) Hillsborough County Public Library archives



1948 view of block from West Central Avenue, looking east (Burgert Brothers) Hillsborough County Public Library archives



Florida National Bank building located on the NWC of the block with Poinsettia Hotel to the left (SPMOH photography archives)



1948 photo of Central Avenue from the west (Burgert Brothers) Hillsborough County Public Library archives

4. Materials:

Many of the original materials have been removed or covered with new materials such as stucco, or have been removed or damaged in successive renovations.

The decorative wood cornices, decorative marquees & entrance canopies, the Theatre box office, and the 1st floor "early 20th Century Mercantile" style wood storefront windows have been removed from the Pheil building. Significant portions of the original exterior white glazed terracotta decorative elements have damaged and/or covered over by stucco and waterproofing remediations over time.

All of the original wood windows of the Pheil Hotel tower have been replaced with fixed glass aluminum storefront windows (in 1983).

It is considered unlikely that the stucco that currently covers the existing terracotta window surrounds and decorative elements at the 2nd floor; 3rd floor and 11th floor of the Pheil building can be safely removed without serious damage to the terracotta decorations or without damage to the existing hollow clay curtain walls and the structural integrity of the building.

The original wood arched 1st story wood windows of the Century/First National Bank building were replaced with fixed aluminum windows.

The Century / First National Bank building retain most of the wood casement windows on the 3rd thru 6th floors of the corner building, but these windows are seriously compromised by an advanced termite infestation, and in our estimation would all be required to be replaced, for building safety. Some wood windows on the 3rd through 6th floors of the building have already been replaced with aluminum fixed glass storefront windows, and with aluminum storefront doors for access onto the catwalks between the building and the perforated metal sunscreen.

It is considered unlikely that the hollow clay curtain walls of the existing structure would survive removal of the existing wood windows without serious damage, as they are very delicate & brittle. In addition, it is unknown if the existing walls would be structurally adequate to anchor new wood windows installation, particularly if/when the perforated metal sunscreen which currently diffuses the impact of wind on the wood windows and exterior walls of the Century/First national Bank structure.



Looking east on catwalk Pheil building 6th floor



Looking west 6th floor catwalk Pheil building



Steel support bracket penetrating window surround 3rd floor Pheil building



Steel support brackets for the perforated metal sunscreen penetrating terracotta window surround 3rd floor Pheil building



Terracotta window sill 3rd floor Pheil building covered with stucco



Terracotta medallion Pheil building 3rd floor



Structural bracket at 5th floor Central Bank building with stucco deterioration



Remaining projection with structural support for sunscreen where cornice was removed above 6th floor windows Central Bank building



Looking east across Central Bank building roof at remaining roof parapet assembly



Structural bracket for perforated metal sunscreen 3rd floor Central Bank building (with stucco deterioration)



Deteriorated stucco - Central Bank building NEC looking down from 3rd floor catwalk



Structural support for sunscreen at SEC of central bank Building

5. Workmanship:

No notable or unusual trade craft or historically significant workmanship remains in either of the buildings.

Pheil Hotel + Theatre:

The demolition of the Pheil Theatre in 1960 completely destroyed W.S. Shull's theatre design. There is no remaining evidence of the original 20' tall domed theatre with a "mural of the sky with cherubs".

Field investigation of the Pheil building in April 2016 found no evidence of any remaining "decorative tile floor" in the former theatre lobby, nor pilasters of granite colored terracotta nor paneled ceilings remaining within the building. Field investigation observed an area of terrazzo flooring (approximately 250 sf) in the entry area of the former theatre.

The original concrete framework of the Pheil building remains intact. However, it is important to note that the structural system is closely spaced concrete perimeter and interior "haunched" columns supporting the concrete slabs separating floors. There is 9'-0" clear floor to floor, but the chamfered "haunches" and cast in place beams connecting the concrete columns lower the clear floor to floor distance to 8'-0", at best. We speculate that this is one of the factors that may have influenced Mr. Walter Fuller, a contemporary local developer who is quoted in the local landmark application document as saying that "the hotel was obsolete by the time it opened".

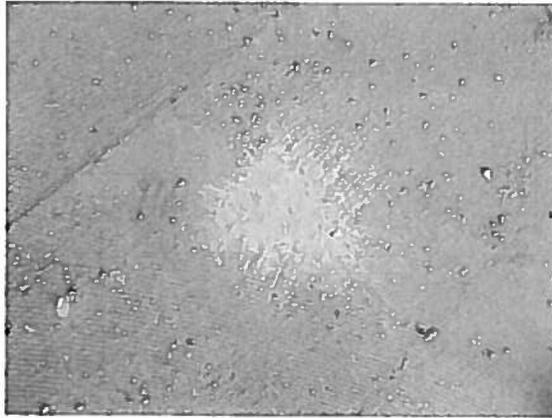
Central / First National Bank:

Structural elements primarily consisting of assembled steel W-shapes that are typical of the early 20th century, designed by Francis Kennard's team can still be observed on the 6th floor of the Central National Bank facility (5th and 6th floor addition to the building in 1922). However, these interior structural elements are not visible from the exterior. It is important to note that the exterior "Renaissance Revival" 1922 design by Frank Kennard has been completely altered since the 1936-40 exterior renovation by the First National Bank.

Field investigation of the Central / First National Bank building in April 2016 found no evidence of remaining original interior detailing of the renowned Central Bank Lobby as designed by Frank Biggers in 1911. Note that the marble flooring referred to as "original" in the local landmark application document (flooring located in the Central Bank's entry foyer from 4th St S, at the SEC of the building) was actually installed in the 1983 renovation along with the new Otis elevators, and the modern fixed glass aluminum storefront entry doors at both sides of the elevator foyer. This flooring is less than 33 years old.

There is no remaining evidence of the 1923 interior renovations of the bank's first floor lobby by Frank Jonsberg "with travertine, bronze and marble".

According to the Realtor consultant's opinion of value, (Colliers Int'l Report 5-1-15) the interior space that remains in both buildings is rated as either "Class C", or at best "Class B" office tenant space.



Former Pheil Theatre entry lobby: original terrazzo flooring?



Marble flooring installed in 1983 circulation system renovations (SEC elevator lobby of Central Bank building)



1922 structural W-shapes - 6th Floor Central Bank

6. Feeling:

This is a subjective opinion, and is dependent upon **which** historical exterior would be selected to be preserved.

The current "Mid Century Modern" exterior has been on the building for the past 56 years. In our opinion, this building is not an excellent example of Mid-Century Modern style, acquiring the derogatory "Cheese Grater" appellation over time.

The historic fabric of the 20th Century Mercantile Style of the **Phiel Hotel** has been significantly altered over time: covered with stucco, black marble sheathing and, in 1960, with the addition of the perforated metal sunscreen.

In addition, the historic hotel interior was completely demolished in the 1983 renovation and replaced with class C tenant office interiors.

Its important to note that removal of the perforated metal sunscreen from the building is anticipated to cause further damage to the exterior façade, particularly where the metal anchors are secured to the brittle and delicate hollow clay tile curtain wall structure. Selected areas of the interior wall sheathing were opened up in April 2016 to observe the condition of the exterior walls. In several areas, exposed concrete columns were chalky and powdered when touched.

In regards to the **Central / First National Bank**, it is important to note that the **original** Mission Style exterior of the Central National Bank was replaced more than 94 years ago.

The Renaissance Revival/Beaux Arts exterior façade that **replaced** the Mission Style exterior was itself replaced more than 80 years ago.

The early 20th Century Mercantile exterior façade of the First National Bank's 1936-40 exterior renovation has been significantly impacted by the perforated metal sun screen added to the building exterior 56 years ago. Removing the sunscreen is anticipated to further damage the hollow clay curtain wall structure and the existing deteriorating stucco exterior finish of the building.

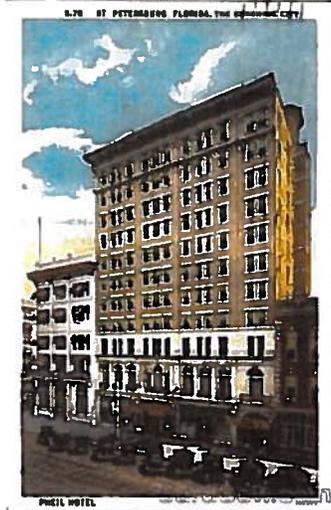
See Timeline with illustrations, following this section.



Timeline/Sequence of Structures – Structures Remaining on Block at SWC Central Ave & 4th St

400 Central Ave	
<ul style="list-style-type: none"> • Ca. 1893 location of framed 2 story "St Petersburg State Bank" (the "Bank of Personal Service") – the 3rd bank opened in the City 	
<ul style="list-style-type: none"> • 1905 - location of "The National Bank of St Petersburg" 	
<ul style="list-style-type: none"> • 1912 - Opened "Central National Bank" - new 3 story "common brick stone" with "special footing" and wood hip roof with dormers 	
<ul style="list-style-type: none"> • 1922 - 4th Floor added 	
<ul style="list-style-type: none"> • 1923 - 5th Floor added 	
<ul style="list-style-type: none"> • 1926 - Bank failed then re-opened as "Southern National Bank" 	
<ul style="list-style-type: none"> • 1936 "Southern National Bank" Purchased by "First National Bank" 	
<ul style="list-style-type: none"> • Ca 1940 – Exterior renovated. Per photos and postcards: balconies, awnings & wrought iron railings removed; 2nd floor french doors replaced with windows; windows replaced throughout, exterior banding/decorative trim removed/altered; black marble sheathing added below 1st floor window sills 	
<ul style="list-style-type: none"> • 1953 - advertisement in newspaper shows "First National Bank" connected by an enclosed pedestrian "bridge" to a "motor banking facility" 2-3 story building on the corner of 4th St S and 1st Ave S 	
<ul style="list-style-type: none"> • 1959 - "First National Bank" acquired Pheil Bldg & "expanded bank lobby into theatre" 	
<ul style="list-style-type: none"> • 1960 - 2nd floor added to bank building at about 9'-0" above original finished floor 	
<ul style="list-style-type: none"> • 1960 - Auxiliary building (3 story /8205 sf) & a 4 level (100 car) parking garage constructed at SWC of the block 	
<ul style="list-style-type: none"> • 1960 – Perforated metal screen added to exterior 	

<ul style="list-style-type: none"> • 1968 - "First National Bank" acquired "Florida Theatre" property (SEC 5th St & Central) & demolishes entire structure 	
<ul style="list-style-type: none"> • 1976 - Merger of "First National Bank" and "Century Bank" • 1982 – 2 separate buildings combined into one use (bank) "Century Bank" – full scope of interior upgrades with modern "décor dominated by glittering white marble...colorful paneling in pastel hues...and wall to wall carpeting" added and Life safety renovations (new elevators, hallways, ramps and stairs) • 1989 – "Century Bank" becomes "First Union Bank" • 2001 - reorganized into "Wachovia" • Vacant since fall 2006 	

<p>410 & 424 Central Ave (listed as 410 & 472 Central Ave by property appraiser)</p>	
<ul style="list-style-type: none"> • 1916 - construction started hotel + theatre, slow progress due to WW I & 1921 hurricane 	
<ul style="list-style-type: none"> • 1920 - "Pheil Theatre" 1st floor under construction, "common brick stone" with "special footing" 	
<ul style="list-style-type: none"> • 1924 - Pheil Hotel official opening – "New & Fireproof" with "auto storage in rear" "running icewater in corridors" + "finest mailchute contrivance" (ea floor) – 130 guest rooms: "121 with tiled private baths & shower (4 rms with "connecting bath") – all rooms with "outside" access "unusually wide corridors" steam heated thru out; ea room with clothes closet & hot & cold running water & telephone & a 2nd floor with "Ladies parlor with fireplace, nooks and alcoves" & "men's smoking room" and "barber shops" 	
<ul style="list-style-type: none"> • 1936 – Newspaper article states first run movies at the Florida Theatre (air conditioned) down the block (SWC Central and 5th St) & movies shown "later" with "reduced prices at the...Pheil..." 	
<ul style="list-style-type: none"> • 1950 - per photo A/C added to Theatre 	
<ul style="list-style-type: none"> • 1959 - Florida National Bank acquires a 99 year lease of Pheil Building 	

<ul style="list-style-type: none"> • 1959-60 - Theatre and 1st & 2nd floors of theatre lobby /foyer areas completely demolished, replaced with new Bank Lobby, hotel remains in operation from 3rd floor up 	
<ul style="list-style-type: none"> • 1960 - 22,940 sf added (per prop appraiser) 3 story infill office area added to south of 11 story hotel tower & to the S&W side of the 6 story bank building – also connections added to new 4 level parking garage to south of both buildings – First National Bank expansion adds “main headquarters” “data center” – location called “main headquarters” for First National Bank in newspaper (ads) of this year 	
<ul style="list-style-type: none"> • 1960 - Exterior Renovation adds a perforated “ornamental metal sunscreen” to exterior of all 4 buildings (Pheil Building + Bank + auxiliary building at corner of 4th St & 1st Ave + parking garage) 	
<ul style="list-style-type: none"> • 1977-79 “First National Bank” becomes “Century First National Bank” then becomes “Century Bank” (merger finalized 1979) 	
<ul style="list-style-type: none"> • 1982 “Century Bank” converts hotel floors 3 thru 11 to office use – interior renovations include new vertical (elevator/stair) circulation tower added; new entry added 1st floor west side from on grade parking lot; new life safety exit stairs and hallways; new elevators at SWC of original bank building 	
<ul style="list-style-type: none"> • 1989 – “Century Bank” becomes “First Union Bank” 	
<ul style="list-style-type: none"> • 1990s, early 2000s minor additions & tenant interior alterations: primarily interior renovations, maintenance and electrical, mechanical, plumbing and roofing renovations permits listed in City permit records 	
<ul style="list-style-type: none"> • 2000 Cell tower /satellite added to adjacent land parcel on 1st Ave 	
<ul style="list-style-type: none"> • 2001 – reorganized into “Wachovia Bank” 	
<ul style="list-style-type: none"> • 2006 - vacant since fall of 2006 	

7. Association:

This is another subjective opinion.

In our opinion, the remaining structures and exteriors no longer represent outstanding examples of their Architect's design efforts –

- a) Frank Biggers 1911 original design of the Bank was renovated in 1922
- b) Francis Kennard's 1922 addition to the Bank was renovated at some unknown date in the past.
- c) Frank Jonsberg's 1923 interior bank lobby renovation was replaced at some time in the past and renovated again in 1983
- d) W.S. Shull's Phiel theatre design was completed demolished in 1960.

Phiel Building + Theatre:

The shell and basic structure of the 11 story Phiel Building tower remains, but is now supported by the 1983 shear wall west end addition.

Many of the decorative exterior elements have been demolished including the original octagonal elevator at the SWC of the 11 story tower, the deep bracketed cornice, the palladian/venetian windows at the 1st through 3rd floors, the decorative theatre and hotel marquees.

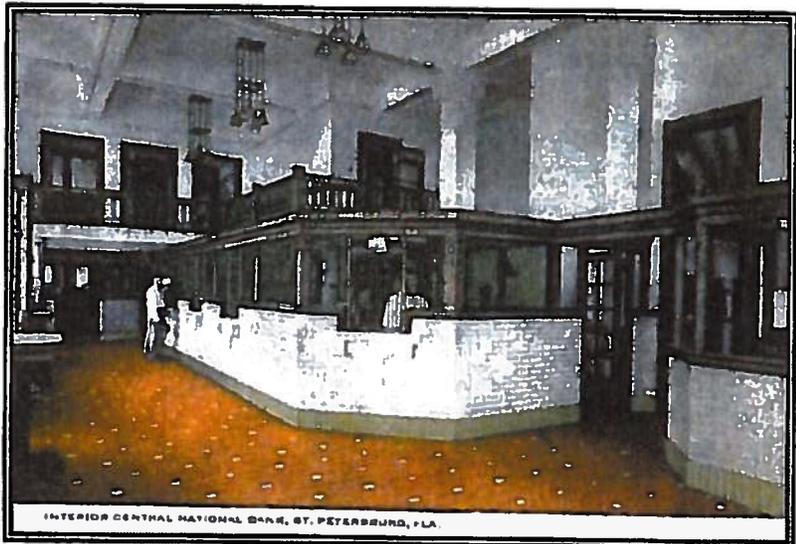
Remaining decorative elements have been covered over with stucco or paint or waterproofing materials over the years and it is unknown whether such interventions can be removed safely without damage to the structural integrity of the hollow clay curtain wall of the building. Portions of the decorative window trim and banding on both buildings have been removed to accommodate the structural supports for the metal sunscreen.

The hotel room interiors were completely removed in the 1983 renovations.

While a loose association with Abram Phiel and the history of development in City of St Petersburg remains applicable per the "name" of the existing Phiel building, it's important to note that the existing building is no longer associated with the original intent by Mr Phiel for its use as either a hotel or theatre.

Central / First National Bank:

The shell and basic structure of the **Central/First National Bank** remains, but there is no remaining **interior** historic fabric. Some decorative blue and siena colored ceramic tile decoration remains on the building at the top of the 6th floor; and the early 20th century banding of the building remains though it has been damaged where the perforated metal sunscreen's anchors were required to be placed to support the perforated metal screening. Note that field observation exposed serious termite infestation in the remaining wood exterior windows and in other wood assemblies in this building (see photos).



INTERIOR CENTRAL NATIONAL BANK, ST. PETERSBURG, FLA.

CENTRAL NATIONAL BANK LOBBY ca 1920 (?)

St Petersburg Museum of History photographic archives

Other Considerations:

Structural Integrity:

The existing buildings are now structurally inter-dependent since the additional 30,000 sf of office space was added in 1960. "Peeling them apart" is not likely to be possible without serious damage.

The Pheil Building's tower is structurally dependent upon the support of the new "shear wall" support of the elevator tower and circulation structures added to the building in 1983, for stability and wind load resistance.

It is important to note that current building codes are more stringent regarding the requirements for a "safe" structural standard.

Exterior Walls of both buildings are constructed of concrete columns spaced approximately 20' on center, and infilled with hollow clay tiles. Clay continues to absorb moisture over its lifetime and expand, while the mortar binding the clay tiles is prone to contraction. This creates a structurally inferior exterior wall structure, without required "bond" between mortar and clay tile units. These clay tile wall sections become brittle. These wall sections will likely require replacement to withstand even the most modest wind load. Given the brittle nature of the hollow clay curtain walls, removal of the structural brackets currently supporting the perforated metal sunscreen may damage or collapse portions of the walls.

In addition, please note the following letter from our Structural Engineering Consultant, McCarthy & Associates.

April 27, 2016

Ms. Susan Bradley
Robert Reid Wedding Architects
4112 W. Cypress Street
Tampa, FL 33607

**Re: Pheil Hotel/Pheil Theater/Central National Bank
St. Petersburg, FL
Limited Structural Assessment
McCarthy Project No. RRWA1601**

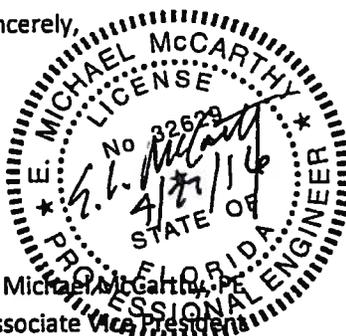
Dear Susan:

At your request, we visited the buildings and reviewed the documents that were provided by your firm in order to conduct a very preliminary assessment of the existing structural system. Since there are no existing structural drawings and since the load bearing components cannot be directly inspected, information for this assessment was obtained from a few exploratory access holes and the historical documents provided.

Preservation and renovation of these buildings would be governed by the current Florida Building Code, Existing Buildings. Regardless of the applicable chapter in the code, the buildings must be thoroughly evaluated and deemed to be structurally safe by a licensed structural engineer.

The exterior walls for these buildings consists of clay tile and brick. It is doubtful that this type of wall system would be considered safe and any renovation plans should include removal and replacement. Just recently, a section of brick peeled away and fell from an historic 1920's era building in West Palm Beach that has the same exterior wall system. There could be other concerns with the superstructure of the buildings that will not be apparent until a more comprehensive assessment is done.

Sincerely,


E. Michael McCarthy, PE
Associate Vice President

Asbestos & Lead Paint:

Lead paint is assumed to be a potential contaminated material within any building constructed prior to 1978.

An asbestos investigation survey was conducted by Greenfield Environmental, with a report published September 18, 2015. Asbestos Containing Materials were found in 65 of the samples tested. Please see executive summary below.

GE Project No. 1027-1008

EXECUTIVE SUMMARY

The survey and laboratory analysis conducted at the commercial property (including the parking garage, storage structure, parking attendant building and former pump shed) located at 400, 410 & 424 Central Avenue and 31 4th Street South in St. Petersburg, Florida indicated that sixty-five (65) of the suspect materials assessed were found to contain asbestos in amounts greater than one (1) percent. These materials are nine (9) types of friable (Regulated) materials in the form of duct seam wrap, corrugated paper insulation, window glazing, vinyl floor sheeting, compound on pipe wrap, two (2) types of pipe wrap with elbow insulation, pipe wrap with mastic and door insulation. Fifty-three (53) types of Category I non-friable materials were discovered in the form of twenty-nine (29) types of mastic, two (2) types of HVAC mastic/wrap, four (4) types of caulking, rolled roofing with felt paper, ceiling tile mastic, ten (10) types of vinyl floor tile with mastic, two (2) types of ceramic tile with mastic, rolled roofing with mastic, vinyl base cove with mastic, roofing mastic with felt paper, tar and gravel built-up roofing and two (2) types of vinyl floor sheeting with mastic (vinyl floor sheeting negative). Category II non-friable cement board roof panel were also present. **The friable (Regulated) door insulation is assumed to be an asbestos containing material.**

All asbestos containing materials present must be removed by a Florida Licensed Asbestos Abatement Contractor prior to demolition activities that will impact the materials. Proper notification must be provided to the Pinellas County Air Quality Division prior to asbestos abatement and demolition activities.

Mold & Mildew:

The existing building has been vacant for 10 years. Vagrants and graffiti artists have occupied the spaces at times. Existing buildings have observable black mildew and areas of water damage from leaks and windows left open. Both buildings have a perceptible odor of mildew. See photos:



Termites:

The existing remaining wood exterior windows of the Central / First National Bank building are severely damaged by termite activity.

Termite damage was found in other wood based structures within the building including interior walls framing and millwork. See photos below, for example.



APPENDIX E
Public Comment

Public comment has been received and is included as a separate report.

APPENDIX F
Supporting Information

1. Historic Structure Form – Central National Bank Building
2. Historic Structure Form – Pheil Hotel and Theatre Building
3. Broker Opinion of Value - Central National Bank Building
4. Broker Opinion of Value – Pheil Hotel and Theatre Building
5. Appraisal Report
6. Property Feasibility Analysis & Professional Recommendation

HISTORICAL STRUCTURE FORM

Site #8: PI10534

First site form recorded for this site? Original documentation, site not recorded at FSF

Identifying code (field date): 200104

Recorder #: ** blank **

Field Date: 04/06/2001

Form Date: 05/14/2001

Site name(s): FIRST UNION BANK

[Other name(s)]: ** blank **

Mult. list #: ** blank **

Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY

Survey #: ** blank **

National register category: Building(s)

LOCATION & IDENTIFICATION

Street Number/Direction/Name/Type/Suffix Direction: 410/**/CENTRAL/Avenue/** /400 Central -PA

Cross streets nearest/between: NEAR CENTRAL AV AND 4TH ST N

City/town: ST. PETERSBURG

In current city limits? Definitely within the limits of city

County: PINELLAS

Tax parcel #: ** blank **

Subdivision name: ** blank **

Block: ** blank **

Lot no.: ** blank **

Ownership type: Private-corporate-for profit

Name of pubtract (e.g., park): ** blank **

Route to (or vicinity of): ** blank **

MAPPING

USGS map name/year of publication or revision: ST. PETERSBURG/1956

Township/Range/Section/Qtr: 31 South/17 East/19/**

Irregular section: NO

Landgrant: ** blank **

UTM Zone/Easting/Northing: 17/338870/3073440

Plat or other map (map's name, location): ** blank **

DESCRIPTION

Style: Art Deco: ca. 1920-1940

[Other style]: ** blank **

Exterior plan: Rectangular

[Other exterior plan]: ** blank **

No. stories: 11

Structural system(s): Steel skeleton; Masonrv: don't use; specifv brick, block, or stone

[Other structural system(s)]: ** blank **

Foundation types: Continuous

[Other foundation type]: ** blank **

Foundation materials: Poured concrete footing

[Other foundation materials]: ** blank **

Exterior fabrics: Metal; Stucco

[Other exterior fabrics] METAL GRATES

Roof types: Flat

[Other roof types]: ** blank **

Roof materials: Built-up roof
[Other roof materials]: ** blank **
Roof secondary structures (dormers etc): ** blank **
[Other roof secondary structures]: ** blank **
Chimney no.: ** blank **
Chimney materials: ** blank **
[Other chimney materials]: ** blank **
Chimney locations: ** blank **
Windows (types, materials, etc.): 2/2 LIGHT ORNAMENT
Main entrance (stylistic details): GLASS COMMERCIAL ST FRONT
of open porches: ** blank **
of closed porches: ** blank **
of incised porches: ** blank **
Porch locations: ** blank **
Porch roof types: ** blank **
Exterior ornament: ** blank **
Interior plan: ** blank **
[Other interior plan]: ** blank **
Condition: Good
Narrative description: ** blank **
Commercial surroundings (proportion): Most cultural resources show quality (>50%-<90%)
Residential surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Institutional surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Undeveloped surroundings (proportion): ** blank **
Ancillary features (no., outbldings, etc.): ** blank **
Artifacts or other remains: NONE
FMSF Archaeological form completed? No: Archaeological Form not done

HISTORY

Construction year (e.g. C1933, 1936+, 1936-): C1920
Architect (last name first): ** blank **
Builder (last name first): ** blank **
Change status/year changed/date noted/nature: ** blank **
Original, intermediate, present uses/year started/year ended: Unknown**/**/**; Office/**/**
[Other uses]: ** blank **
Ownership history (esp. original owners): ** blank **

RESEARCH METHODS

Research methods: Florida Site File search for this property; Windshield**
[Other research methods]: ** blank **

SURVEYOR'S EVALUATION OF SITE

Potentially elig. for local designation? Ineligible for a local register of important sites
Local register eligible for: ** blank **
Individually elig. for Nat. Register? Ineligible for NR, considered independently
Potential contributor to NR district? Potential contributor, National Register district
Area(s) of historical significance: ** blank **
[Other historical associations]: ** blank **
Explanation of evaluation: NOT INDIVIDUALLY ELIGIBLE DUE TO CONDITION AND ALTERATION OF ORIGINAL STRUCTURE, BUT POTENTIAL CONTRIBUTOR TO DISTRICT BECAUSE OF THE TIME OF CONSTRUCTION IN THE NEIGHBORHOOD.

DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)

Repositories: Collection/Housed/ACC#/Describe ** blank **

RECORDER

Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.

Recorder address and phone: 1207 N. HIMES, SUITE 5, TAMPA, FL 33607

Recorder affiliation: ** blank **

[Other affiliation]: ** blank **

Is text-only supplement file attached? ** blank **

Downtown St. Petersburg Historic District

1000 0 1000 2000 Feet

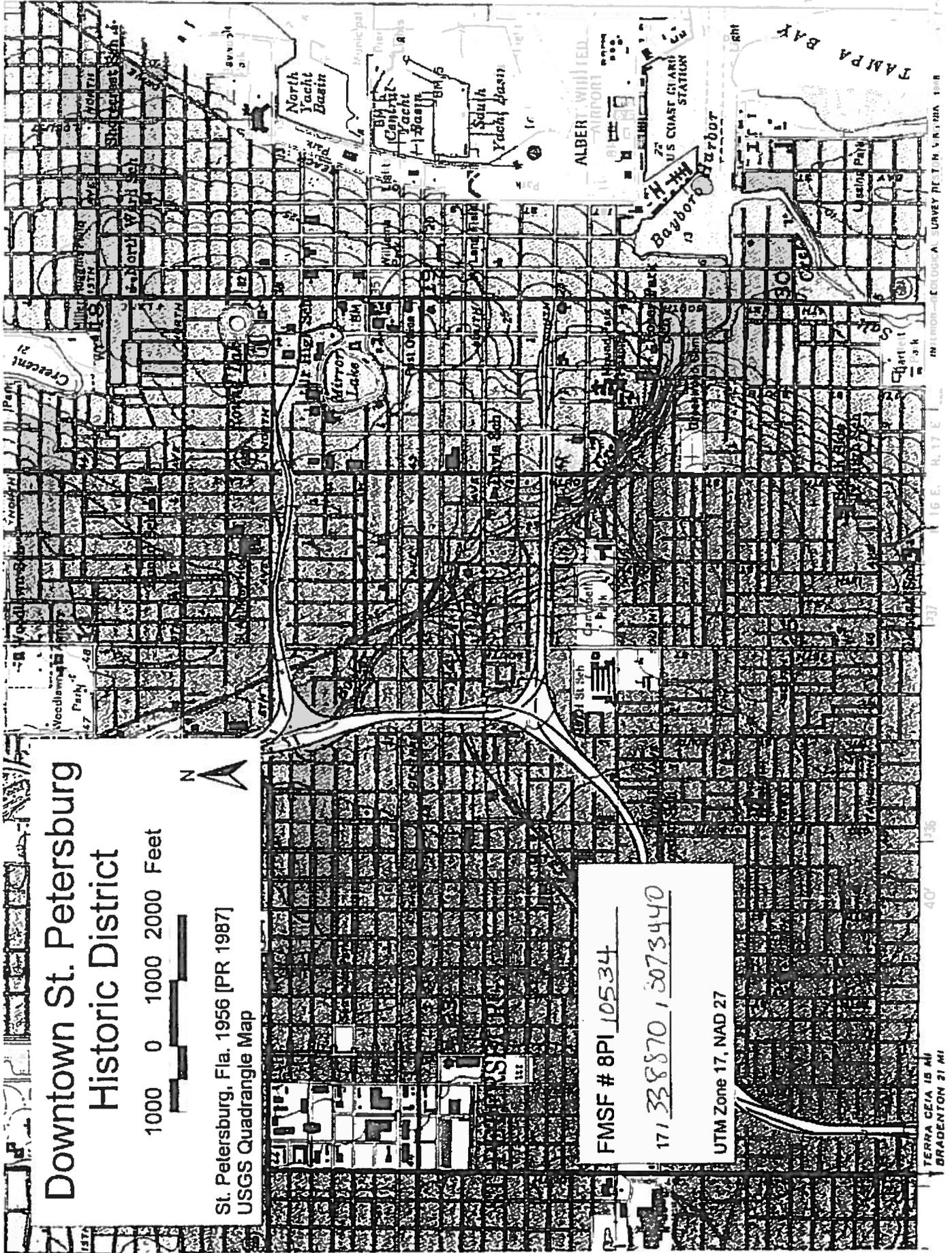


St. Petersburg, Fla. 1956 [PR 1987]
USGS Quadrangle Map

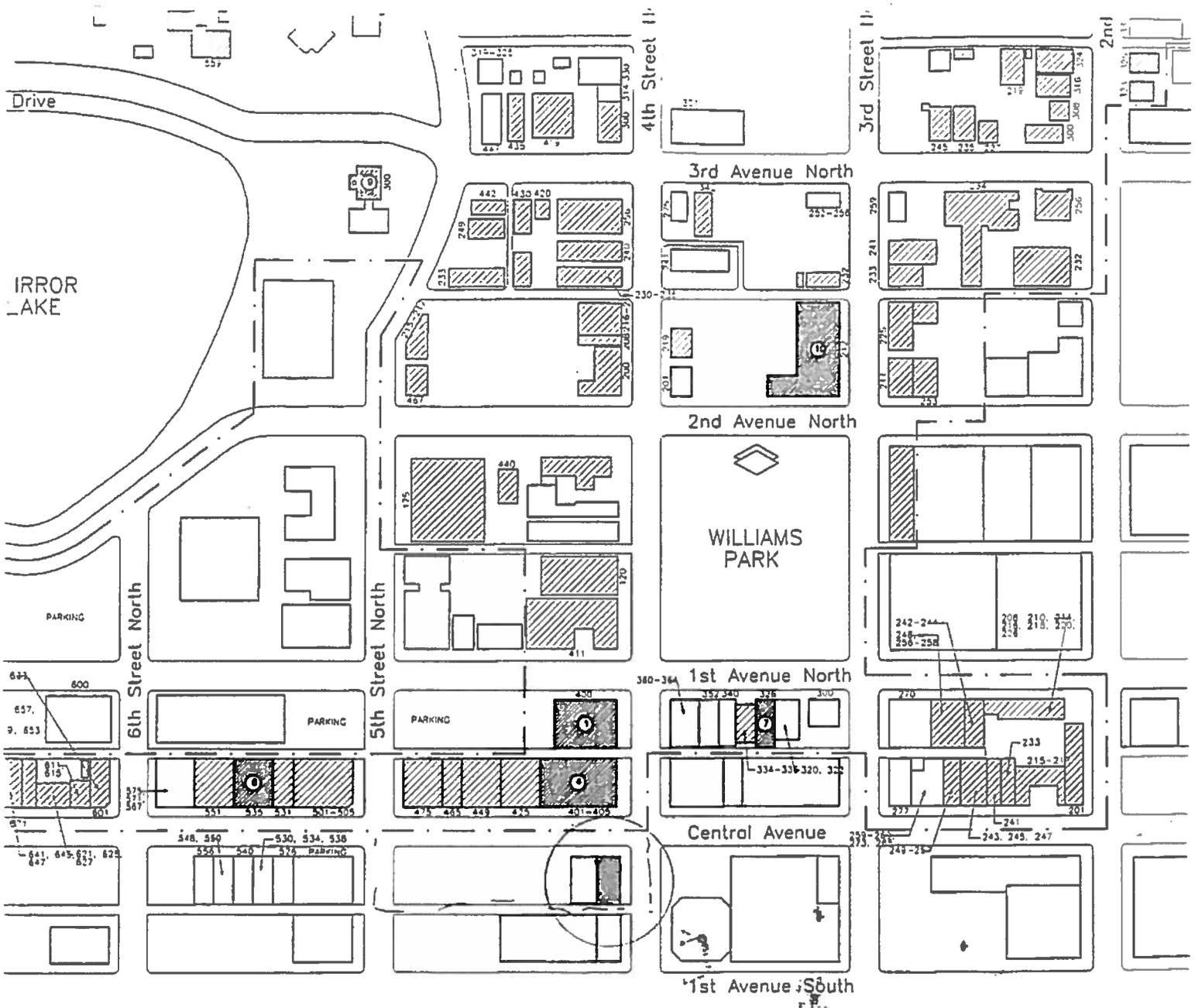
FMSF # 8PI 10534

171 338870 18073440

UTM Zone 17, NAD 27



TERRA CEIA IS AN
BRADENTON 21 MI



Drive

IRROR LAKE

PARKING

6th Street North

5th Street North

4th Street N

3rd Street N

2nd

3rd Avenue North

2nd Avenue North

WILLIAMS PARK

1st Avenue North

Central Avenue

1st Avenue South

643
600
657
9. 653

551 555 531 507-509

475 481 489 435 401-405

360-364
357 340 328 300

334-336 320 322

242-244
248
258-258
208 218 224
218 220

270

233
215-217
223

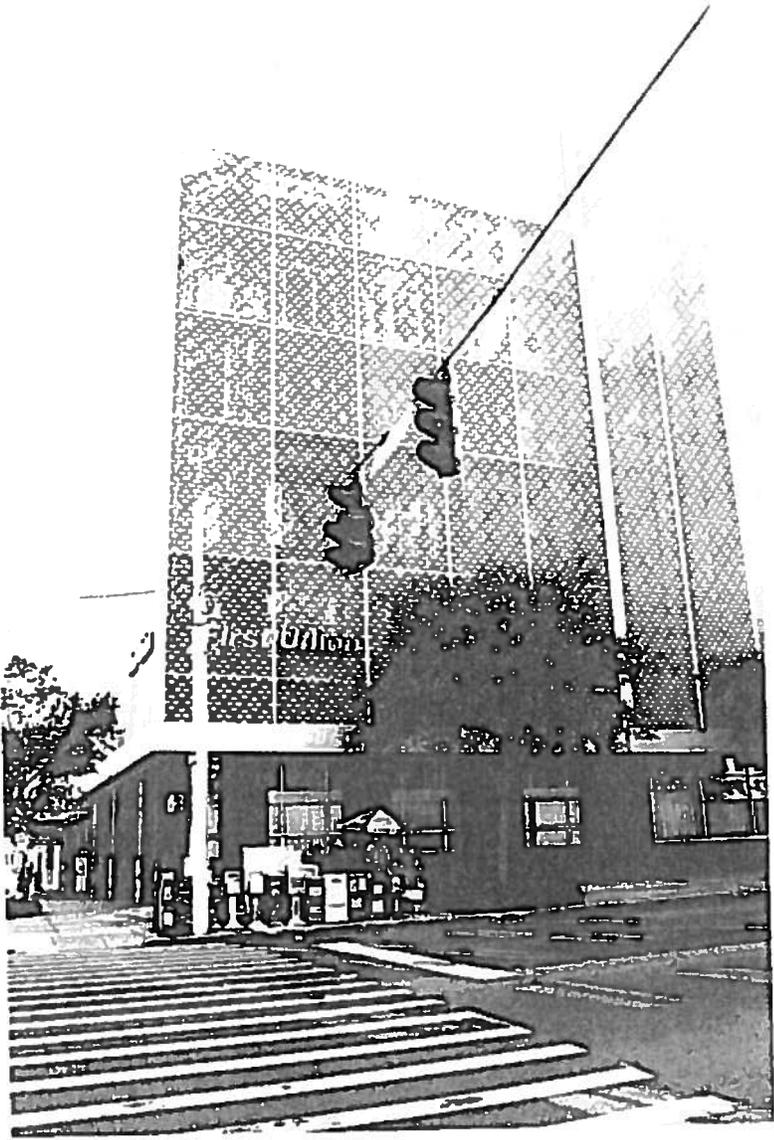
241
243 245 247
249-251

641 643 621 629
647

548 550
551 540 525
PARKING

500

249-251



HISTORICAL STRUCTURE FORM

Site #: P110450

First site form recorded for this site? Original documentation, site not recorded at FSF

Identifying code (field date): 199904

Recorder #: ** blank **

Field Date: 04/06/1999

Form Date: 05/14/2001

Site name(s): FIRST UNION TOWER

[Other name(s)]: ** blank **

Mult. list #: ** blank **

Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY

Survey #: ** blank **

National register category: Building(s)

LOCATION & IDENTIFICATION

Street Number/Direction/Name/Type/Suffix Direction: 424/**/CENTRAL/Avenue/** / 410 Central - PA

Cross streets nearest/between: ** blank **

City/town: ST. PETERSBURG

In current city limits? Definitely within the limits of city

County: PINELLAS

Tax parcel #: ** blank **

Subdivision name: ** blank **

Block: ** blank **

Lot no.: ** blank **

Ownership type: ** blank **

Name of pubtract (e.g., park): ** blank **

Route to (or vicinity of): ** blank **

MAPPING

USGS map name/year of publication or revision: ST. PETERSBURG/1956

Township/Range/Section/Qtr: 31 South/17 East/19/**

Irregular section: NO

Landgrant: ** blank **

UTM Zone/Easting/Northing: 17/338490/3072690

Plat or other map (map's name, location): ** blank **

DESCRIPTION

Style: Moderne (Modernistic, Art Moderne): ca. 1920-1940

[Other style]: ** blank **

Exterior plan: ** blank **

[Other exterior plan]: ** blank **

No. stories: 11

Structural system(s): Wood frame

[Other structural system(s)]: ** blank **

Foundation types: Other

[Other foundation type]: SOLID

Foundation materials: ** blank **

[Other foundation materials]: ** blank **

Exterior fabrics: Other

[Other exterior fabrics] MARBLE VENEER, MET GRILL

Roof types: Unspecified by documenter

[Other roof types]: ** blank **

Roof materials: ** blank **

[Other roof materials]: ** blank **
Roof secondary structures (dormers etc): ** blank **
[Other roof secondary structures]: ** blank **
Chimney no.: ** blank **
Chimney materials: ** blank **
[Other chimney materials]: ** blank **
Chimney locations: ** blank **
Windows (types, materials, etc.): CONCEALED BY METAL GRILLS
Main entrance (stylistic details): TO N. PLATE GLASS DOORS
of open porches: 1
of closed porches: ** blank **
of incised porches: ** blank **
Porch locations: N FACADE
Porch roof types: FLAT
Exterior ornament: METAL GRILL METAL CORNICE ABOVE 1ST FLOOR; GLASS WALLED ADDITION TO WEST; EAST ELEVATION 1ST FLOOR HAS MARBLE.
Interior plan: ** blank **
[Other interior plan]: ** blank **
Condition: Good
Narrative description: ** blank **
Commercial surroundings (proportion): All/nearly all cult. resources show quality (>90%)
Residential surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Institutional surroundings (proportion): ** blank **
Undeveloped surroundings (proportion): ** blank **
Ancillary features (no., outbldings, etc.): ** blank **
Artifacts or other remains: NONE
FMSF Archaeological form completed? No: Archaeological Form not done

HISTORY

Construction year (e.g. C1933, 1936+, 1936-): C1925
Architect (last name first): ** blank **
Builder (last name first): ** blank **
Change status/year changed/date noted/nature: ** blank **
Original, intermediate, present uses/year started/year ended: ** blank **
[Other uses]: ** blank **
Ownership history (esp. original owners): ** blank **

RESEARCH METHODS

Research methods: Florida Site File search for this property; Windshield**
[Other research methods]: ** blank **

SURVEYOR'S EVALUATION OF SITE

Potentially elig. for local designation? Ineligible for a local register of important sites
Local register eligible for: ** blank **
Individually elig. for Nat. Register? Ineligible for NR, considered independently
Potential contributor to NR district? Potential contributor, National Register district
Area(s) of historical significance: ** blank **
[Other historical associations]: ** blank **
Explanation of evaluation: METAL GRILLS ABOVE 1ST FLOOR COVERS THE ORIGINAL BUILDING. POTENTIAL CONTRIBUTOR TO DISTRICT BECAUSE OF THE TIME OF CONSTRUCTION IN THE NEIGHBORHOOD.

DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)

Repositories: Collection/Housed/ACC#/Describe ** blank **

RECORDER

Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.
Recorder address and phone: 1207 N. HIMES, SUITE 5, TAMPA, FL 33607
Recorder affiliation: ** blank **
[Other affiliation]: ** blank **
Is text-only supplement file attached? ** blank **

Downtown St. Petersburg Historic District

1000 0 1000 2000 Feet

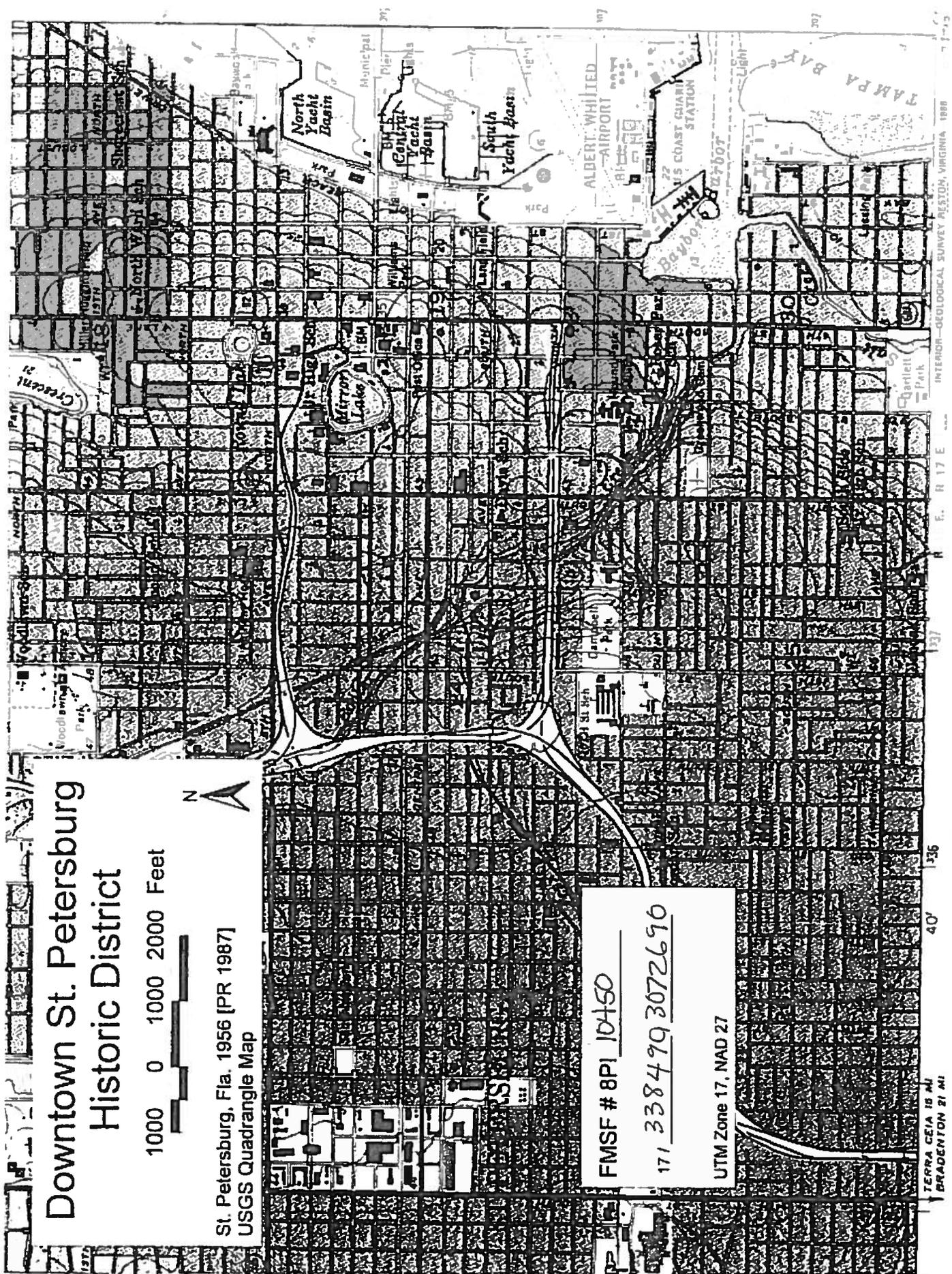


St. Petersburg, Fla. 1956 [PR 1987]
USGS Quadrangle Map

FMSF # 8PI 10450

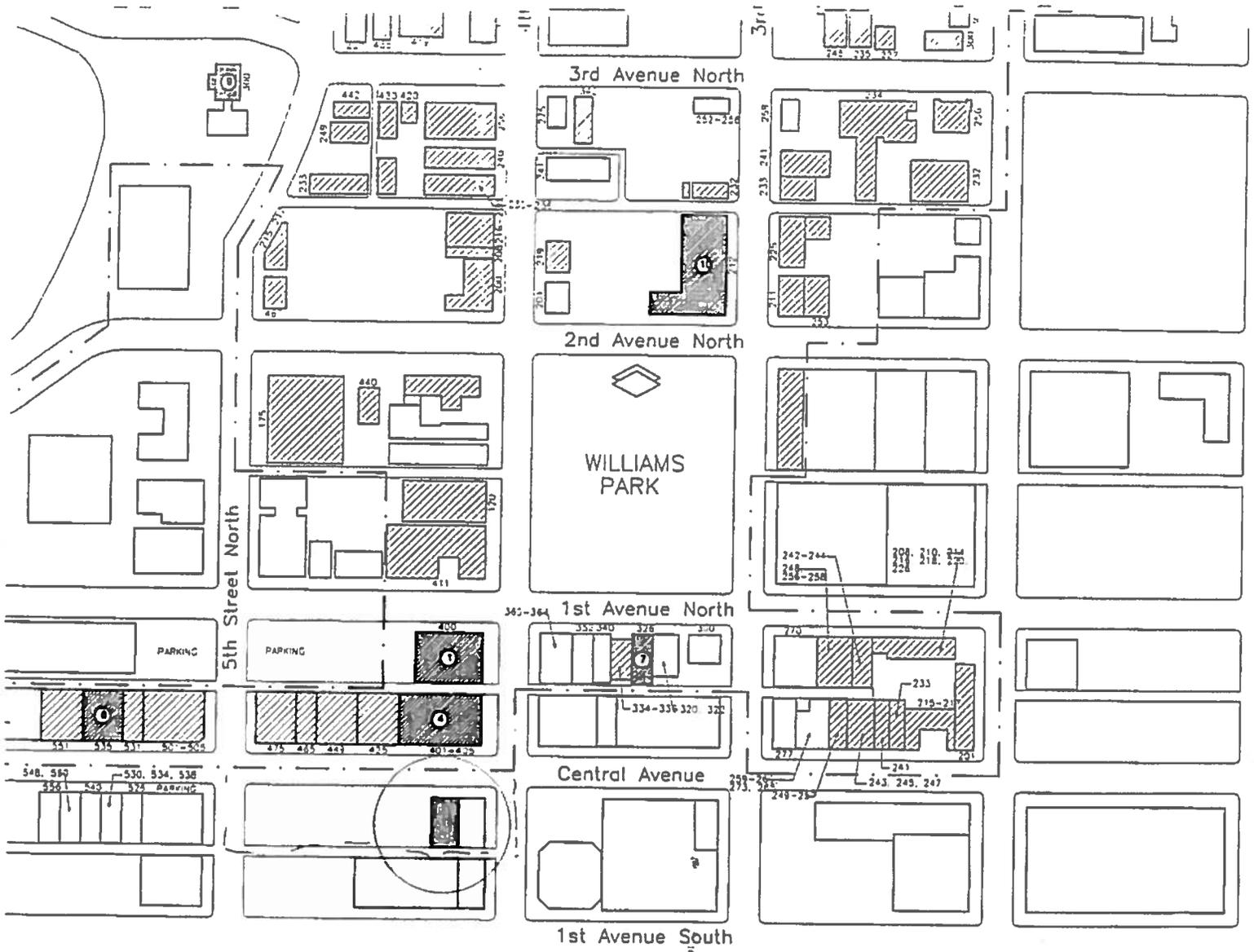
171 338499 3072690

UTM Zone 17, NAD 27



TERRA CEIA 10 MI
BRADENTON 21 MI

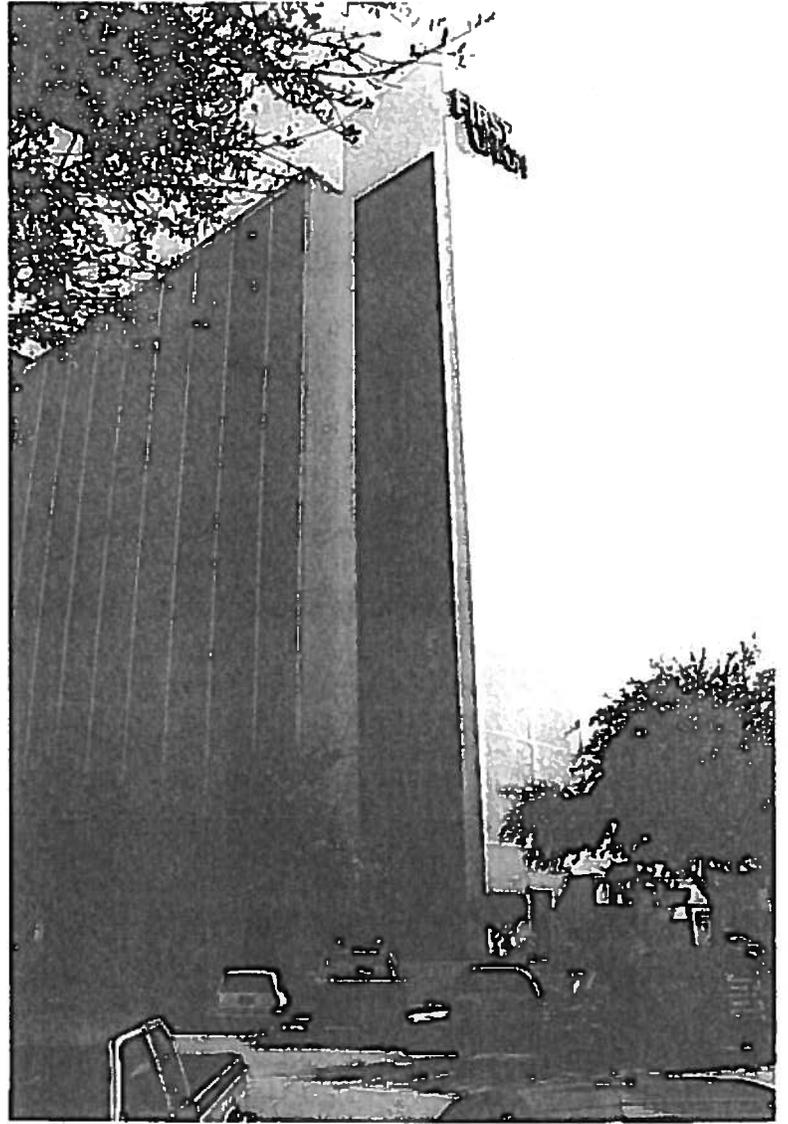
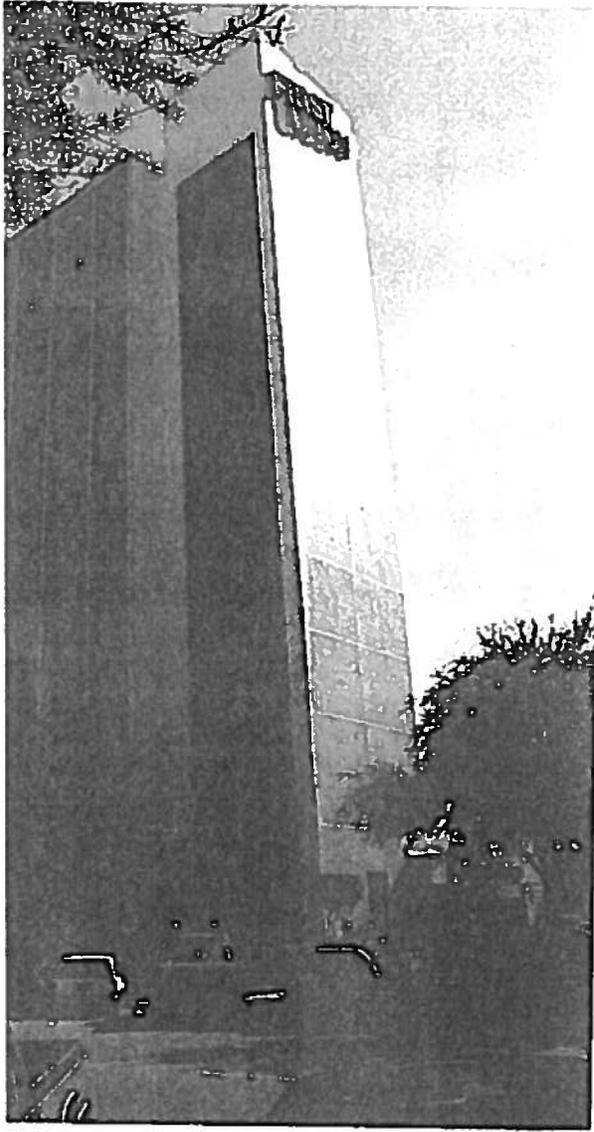
INTERIOR-GEODESICAL SURVEY RESTON, VIRGINIA 1988



Tallahassee Historic District

Florida

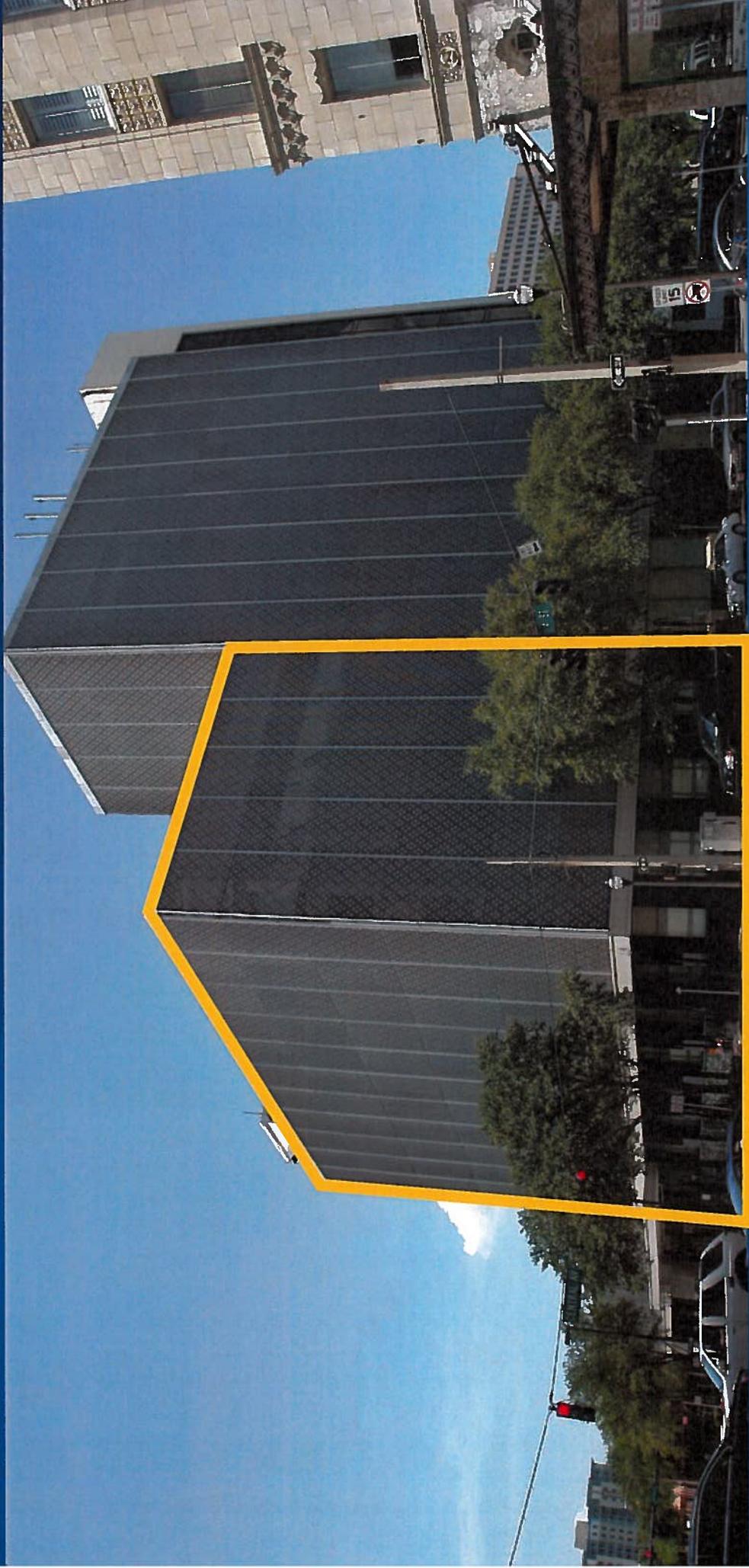




Broker Opinion of Value
March 2016

400 Central Avenue

St. Petersburg, Florida 33701



PRESENTED BY:



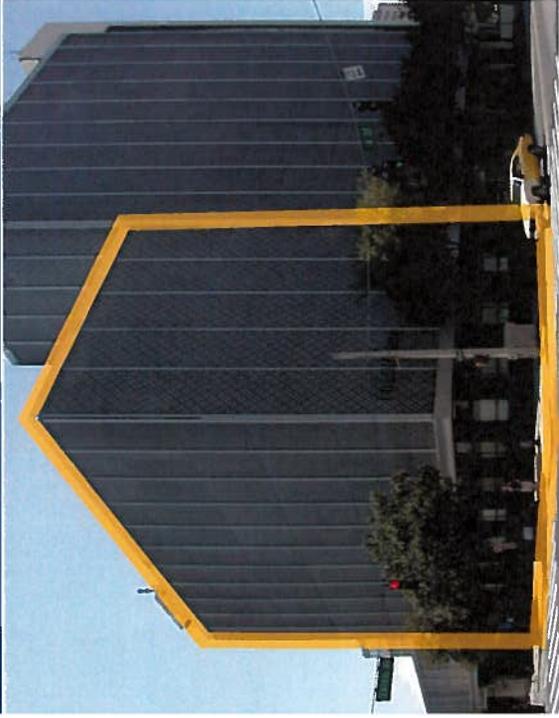
Tampa Bay Florida

John Gerlach, CCIM
Vice President | Investment Services
DIRECT: +1 727 442 7184
EMAIL: John.Gerlach@Colliers.com

Kevin Yeager
Senior Associate | Retail/Office Services
DIRECT: +1 727 298 5329
EMAIL: Kevin.Yeager@Colliers.com

PREPARED FOR:

Allan B. Rothschild
Managing Director
Grammercy Property Trust



Property Highlights

BUILDING SIZE: 23,500* Gross SF
STORIES: 6
LOT SIZE: .1147* Acres *Additional land is required for parking*
YEAR BUILT: 1912
VACANCY: 100%

A tour of the property was conducted on April 24, 2015 revealing a property with extensive functional obsolescence.



COLLIERS INTERNATIONAL | TAMPA
 311 Park Place Boulevard, Suite 600
 Clearwater, Florida 33759
 Main: +1 727 442 7184
www.colliers.com/tampabay

Executive Summary

Colliers International Tampa Bay Florida is pleased to present this Broker Opinion of Value for 400 Central Avenue in St. Petersburg, Florida. We have had the opportunity to review the property and based on the information provided and market data, a certain projected range of values has been concluded. The range of value assumes present market conditions and state of the property. ***This report separates the buildings to include only the 6-story facility on the southwest corner of Central Avenue and 4th Street.*** This analysis assumes contiguous land included for parking (1 acre).

VALUATION METHODS AND OPINION

LOCATION SUMMARY

400 Central Avenue is well located in downtown St. Petersburg, Florida and is easily accessible from several major highways. Downtown St. Petersburg continues in a growth mode and attracting a population looking for an urban lifestyle.

Location Analysis Rating:		(1) Outstanding	(2) Good	(3) Fair	(4) Subpar	(5) Poor
2	Livability (quality of life for tenants or users)		2			
2	Amenities (dining, entertainment, cultural, sports)		2			
2	Labor Pool (education, abundance)		2			
2.0	Location Rating (average score)					

SUBMARKET SUMMARY

400 Central Avenue's position in the downtown St. Petersburg submarket is very good and the business environment is supportive. The downtown St. Petersburg submarket is presently one of the most active markets in Tampa Bay.

Submarket Dynamics Rating:		(1) Outstanding	(2) Good	(3) Fair	(4) Subpar	(5) Poor
2	Size of Submarket (established vs. new or small)		2			
2	Position in Submarket (quality of building vs. competition)		3			
2	Barriers to Entry (high BTE's support value)		3			
2.3	Submarket Rating (average score)					

Executive Summary

INVESTMENT SUMMARY

The current structure has significant functional obsolescence and requires extensive capital improvements. It has been determined through investment analysis, regardless of the capital improvements invested, the functional obsolescence (such as small floor plates, column placement and low ceilings) of the existing structure does not allow for a viable investment. This coupled with the in place land leases does not qualify the subject property as an investment property under any existing market conditions.

<i>Investment Rating: (1) Outstanding (2) Good (3) Fair (4) Subpar (5) Poor</i>				
5	Current cash flow in the market (relative to market, below is good)		5	Development cost
5	Absorption (sustainable vs. unstable)		5	Expenses (relative to benchmarks for similar properties)
5	Tenant Mix/Profile (minimal roll and strong tenants)		5	Yield Profile (sustainability of future income and returns)
5	Investment Rating (average score)			

COLLIERS PROPERTY RATING (COMBINED AVERAGE SCORE)

Methodology

The rating system uses the following criteria to evaluate each component of the property:

(1) Outstanding (2) Good (3) Fair (4) Subpar (5) Poor

The BOV ratings are based on the broker's knowledge and understanding of that component as it relates to the competitive product in the market. These ratings are then translated into an average score for each section and an overall score. The property is "graded" in terms of the outlook for its investment profile with minimal additional investment. The grading scale is based on the following:

- A = STRONG highly likely to increase
- B = POSITIVE likely to maintain / improve marginally
- C = NEUTRAL should maintain value if key components are not compromised
- D = WEAK likely to sustain value deterioration
- F = POOR **continued value deterioration is certain**

Executive Summary

GENERAL COMMENTS:

Given the need for extensive capital improvements to bring the property into current compliance with government codes and the structural inefficiencies that create a functionally obsolete building, the property is incapable of supporting any positive cash flow under current market conditions. The property was reviewed in whole and in part; the conclusion is the same whether the property is revitalized in whole or in part. This evaluation will focus on the 6-story building on the southwest corner of Central Avenue and 4th Street (400 Central Avenue).

Adding to the complications of creating a viable investment are the land leases that are presently in place and will be for another 42 years. The land leases add \$8.68 per square foot (estimated) to the operating expenses of the subject property. This negatively impacts the ability of the property to create a positive cash flow under any scenario.

NOTE: The \$8.68 per square foot represents the smaller land lease. The longer land lease (Phiel Hotel Lease) was not included however will need to be considered to accommodate parking.

As an example to a viable investment:

Market Rental Rates:	\$18.00 to \$20.00 gross rent
<i>Considers architectural challenges</i>	
LESS:	
Operating Expense (estimated):	\$8.25
Land leases:	\$8.68 - smaller lease
Operating Expenses (with land leases):	\$16.93
Potential Net Operating Income:	-\$1.07 to \$3.07

Once the additional cost of bringing the property up to code, tenant improvements, commissions, marketing and potential debt service are taken into consideration the subject property is incapable of supporting a positive cash flow and, therefore, does not constitute a viable investment. This conclusion holds true if the property is upgraded in whole or in part.

In conclusion, the four major issues preventing the 400 Central Avenue from becoming a viable investment in today's market are:

- 1) Capital improvements required to modernize the facility;
- 2) Tenant improvement dollars required to build out tenant specifications;
- 3) Structural/Architectural inefficiencies: (small floor plates, column placement, ceiling height);
- 4) Land leases payments prohibits investment viability.

Evaluation Supporting Executive Summary

The intent of the evaluation is to assist in developing a reasonable expectation as to the probable value range assuming the property were adequately exposed to the open market.

When evaluating properties, the three approaches to value are considered:

- **Cost/Replacement Approach**
- **Comparable Sales Approach**
- **Income Approach**

COST REPLACEMENT APPROACH TO VALUE

Given the age and the functional obsolesces of the property it is unrealistic to compare a replacement cost to the existing structure. The alternative is to review a modernization of the property as a whole and in part. The cost of modernization will then be applied to market rates concluding with a reasonable return to Owner and a reasonable value range.

COMPARABLE SALES APPROACH TO VALUE

Comparable sales have been reviewed; however do not apply to the existing structure since, for the most part, the sale of similar properties resulted in a teardown concluding with land value. Therefore, comparable sales will assist in determining a value range based land with no improvements.

INCOME APPROACH TO VALUE

For purposes of this analysis, the *Income Approach to Value* will be used to determine a value range of the property assuming an "AS IS" structure and a partial tear down of the existing structure. *This analysis will be for the improved property on the southwest corner of Central Avenue and 4th Street (400 Central Avenue).*

COMPARABLE SALES APPROACH TO VALUE

The *Comparable Sales Approach* provides insight to a reasonable range of values assuming new ownership removes existing structures.

The number of recent comparable land sales to 400 Central Ave. in St. Petersburg is limited. Generally, the price per square foot for mixed use land ranges from \$75.00 psf to \$100.00 psf. This assumes a strong B grade mixed use product.

Considering the 400 Central Avenue location, condition and overall market, based on comparable land sales in the market, the range of values is summarized as follows:

Range of values per sq. ft. based on comparable sales: \$85 to \$95 per SF

LESS: Cost to remove structure with asbestos: \$9.50 per SF

Value range after removal of improvements: \$75.50 to \$85.50 per SF

Overall value range of vacant property:
(*Note: before allocation of land leases*) \$6,906,438 to \$7,821,198

LESS: Present value of land leases: \$7,800,000
Present value of future rent payments discounted at 9% annum

Value range of land in today's market less cost of removing structures and accounting for land leases: (-\$893,562) to \$21,198

IN CONCLUSION: Assuming all structures were removed from the subject property, the market could not afford to absorb ownership of the land based on today's market conditions primarily due to the responsibility of paying the land leases over the remaining 42 years. The cost of the land leases inhibit the land value resulting in a negative overall value for the land.

Evaluation Supporting Executive Summary

INCOME APPROACH TO VALUE

The *Income Approach to Value* will be the primary source relied on by the current market and, therefore, will be the principal source in this evaluation. In general, 400 Central Avenue has an office and land component that will be reviewed as an investment property. The *Income Approach to Value* reviews the following sources:

- Capital requirement to modernize the facility and bring up to code.
- Capital required for tenant improvements, leasing commissions and marketing.
- Projected cash flow assuming market conditions.
- Impact on cash flow after annual land leases payments.

The *Income Approach to Value* is based on the present value of future benefits of ownership. Future benefits are defined as the net operating income an informed investor can assume the property would produce over its remaining economic life.

MARKET CRITERIA FOR INVESTMENT PROPERTY:

Required Investment Rates of Return:

Capitalization Rates: 10% to 12%

Internal Rate of Return (IRR):

Unleveraged IRR: 14% to 16%
Leveraged IRR: 20% to 24%

NOTE: Investor expectations are subject to a number of issues from general economic conditions to the availability of financing and risk associated with cash flow. Financing was used in this analysis however financing may not be an option for the majority of the investment market. Capitalization Rates and Internal Rates of Return were increased to accommodate the “risk assessment” associated with stabilizing the building.

Obviously the quoted rates of return assume the project is capable of cash flow. The analysis on the following pages identify 400 Central Avenue as incapable of cash flowing under any scenario. Only through an alternative use will 400 Central Avenue become a viable project. For any alternative use to have a measure of success it is paramount to renegotiate or remove the land leases.

The amount of parking needed to accommodate the 400 Central Avenue property is estimated to be 94 to 117 spaces. This requirement will be met through the use of 1 to 1.2 acres or through the use of a new parking garage. This land will need to be taken from the overall property consisting of 2.1 acres.

Evaluation Supporting Executive Summary

Value Range Based on Income Approach to Value

Based on market criteria and property status, **400 Central Avenue** will support the following:

Estimated Improvements Necessary to Meet Government Codes			
Soft Costs: architect/engineer/permits:	\$ 3.50	\$	82,278.00
Decommission interior:	\$ 4.50	\$	105,786.00
Add for asbestos:	\$ 5.50	\$	129,294.00
White box interior (ADA):	\$ 12.00	\$	282,096.00
Roof:	\$ 1.25	\$	29,385.00
Water proof & paint exterior:	\$ 1.20	\$	28,209.60
HVAC:	\$ 4.25	\$	99,909.00
Elevators:	\$ 1.75	\$	41,139.00
Electric upgrade:	\$ 2.75	\$	64,647.00
Parking requirement:	\$ 22.00	\$	517,176.00
Remove exterior decoration:	\$ 0.70	\$	16,455.60
Repair structure:	\$ 6.50	\$	152,802.00
(columns - walkways - windows)			
Misc. Contingencies:	\$ 5.00	\$	117,540.00
Estimated Total before Tenant Improvements	\$ 70.90	\$	1,666,717.20

NOTES: Basic structure is obsolete
 Inefficient floor plates
 Small floor plates
 10 Foot columns
 Low ceiling height
 Square footage required to meet ADA

CONCLUSION: Rentable square footage will decrease due to penetrations and insufficient floor plates.

Projected Cash Flow with Upgrades			
<i>This Analysis assumes an average 5-year lease term</i>			
Rentable SF Using 100% as rentable SF	23,508	100.00%	23,508 100.00%
Occupied SF	-	0.00%	- 0.00%
Vacant SF	23,508	100.00%	23,508 100.00%
Analysis Assumed Market Rental Rate for 400 Central	\$ 18.00		\$ 20.00
Leasable Square Footage			
Leasable % of Westlinks	100.00%		100.00%
Leasable SF	23,508		23,508
Leased or Occupied SF	-		-
Vacant SF Available	23,508		23,508
Projected Operating (5 yr term)	Projected Operating at \$18.00 psf		Projected Operating at \$20.00 psf
Average Rent	\$ 18.00		\$ 20.00
Expense Pass Through	\$ 0.25		\$ 0.25
RE Tax Pass Through	\$ 0.15		\$ 0.15
Misc. Income	\$ 0.15		\$ 0.15
Total Income	\$ 18.55		\$ 20.55
LESS: Operating Expenses	\$ 8.25		\$ 8.25
LESS: Land Lease Obligation	\$ 8.68		\$ 8.68
Net Operating Income	\$ 1.62		\$ 3.62
Value Range using Capitalization Rate:			
Capitalization Rate	10.00%		10.00%
Estimated Value Range	\$ 16.20		\$ 36.20
LESS: Capital Improvements:			
Est. Capital Improvements: \$70.90 psf (see attached)	\$ 70.90		\$ 70.90
LESS: Leasing Cost			
Tenant Improvements	\$ 30.00		\$ 30.00
Commissions	\$ 5.40		\$ 5.40
Marketing & Misc.	\$ 0.60		\$ 0.60
Total Leasing Cost	\$ 36.00		\$ 36.00
Estimated Value Range:	\$ (90.70)		\$ (70.70)

Based on condition of property and market data, 400 Central Ave. has a negative value. There remains a question as to land necessary to accommodate parking. This will result in the potential of additional capital and land to accommodate parking requirement.

Evaluation Supporting Executive Summary - Operating Expense Analysis

Data based on entire 87,754[±] RSF project

OPERATING EXPENSE ANALYSIS						
Operating Expense	Actual 2013	\$ per SF	Actual 2014	\$ per SF	Budgeted As Stabilized	\$ per SF
Electric	\$ 20,329.00		\$ 20,394.00	\$ 0.23	\$ 144,794.10	\$ 1.65
Utilities: Water/Sewer/Trash	\$ 23,904.00		\$ 20,660.00	\$ 0.24	\$ 39,489.30	\$ 0.45
Janitorial	\$ 672.00		\$ 996.00	\$ 0.01	\$ 74,590.90	\$ 0.85
Repairs & Maintenance	\$ 5,134.00		\$ 10,066.00	\$ 0.11	\$ 105,304.80	\$ 1.20
Landscaping	\$ 7,770.00		\$ 6,011.00	\$ 0.07	\$ 30,713.90	\$ 0.35
Mangement & Administration	\$ 81,283.00		\$ 79,682.00	\$ 0.91	\$ 61,427.80	\$ 0.70
Ground Lease	\$ 719,575.00		\$ 686,085.00	\$ 7.82	\$ 715,000.00	\$ 8.15
Legal	\$ 316,641.00		\$ 177,062.00	\$ 2.02	\$ 10,530.48	\$ 0.12
Professional Fees/Maintenance	\$ -		\$ 152,162.00	\$ 1.73	\$ 30,713.90	\$ 0.35
Real Estate Tax	\$ 83,970.00		\$ 81,454.00	\$ 0.93	\$ 109,692.50	\$ 1.25
Insurance (Liability)	\$ 30,195.00		\$ 29,901.00	\$ 0.34	\$ 70,203.20	\$ 0.80
Total Operating Expenses	\$ 1,289,473.00	\$ 14.69	\$ 1,264,473.00	\$ 14.41	\$ 1,392,460.88	\$ 15.87

NOTES: Operating Expenses will adjust upon occupancy

Analysis allocates Operating Expenses from the entire project and applies to the 400 Central Avenue building.

Prospective Cash Flow

Value Range Based on Internal Rate of Return (IRR)

Schedule of Prospective Cash Flow for 400 Central Avenue In Initiated Dollars for the Fiscal Year Beginning 6/1/2015										
For the Years Ending	Year 1 May-2017	Year 2 May-2018	Year 3 May-2019	Year 4 May-2020	Year 5 May-2021	Year 6 May-2022	Year 7 May-2023	Year 8 May-2024	Year 9 May-2025	Year 10 May-2026
Potential Gross Revenue										
Base Rental Revenue	\$5,723	\$235,752	\$479,731	\$494,123	\$508,947	\$526,329	\$538,718	\$541,768	\$541,768	\$541,768
Absorption & Turnover Vacancy	(5,723)	(84,724)	(13,674)		(23,484)	(29,049)	(82,007)			
Base Rent Abatements		151,028	466,057	494,123	485,463	497,280	456,711	541,768	541,768	541,768
Scheduled Base Rental Revenue							4,920	15,716	32,442	49,668
CPI & Other Adjustment Revenue										
Expense Reimbursement Revenue										
Electric	1,500	4,099	5,318	5,318	6,334	6,289	2,396	2,043	3,536	4,900
Utilities: Water/Sewer/Trash	408	1,119	1,449	1,449	1,728	1,716	653	558	965	1,336
Janitorial	735	1,998	2,583	2,583	3,069	3,041	1,157	990	1,716	2,375
Repairs & Maintenance	1,050	2,840	3,646	3,646	4,360	4,352	1,654	1,404	2,424	3,377
Landscaping	219	594	759	759	908	906	344	292	505	703
Management & Admin.	612	1,658	2,127	2,127	2,543	2,537	966	818	1,413	1,970
Maintenance Fees	306	827	1,064	1,064	1,272	1,270	483	409	708	984
Real Estate Tax	1,146	3,120	4,028	4,028	4,819	4,809	1,827	1,551	2,678	3,731
Insurance	735	1,995	2,578	2,578	3,084	3,077	1,171	993	1,715	2,388
Misc.	138	375	484	484	579	579	220	186	322	447
Total Reimbursement Revenue	\$6,849	\$18,625	\$24,036	\$24,036	\$28,696	\$28,573	\$10,871	\$9,244	\$15,982	\$22,211
Misc Income	3,526	3,632	3,740	3,853	3,968	4,087	4,210	4,336	4,466	4,600
Total Potential Gross Revenue	3,526	161,509	488,422	522,012	518,127	529,940	476,712	571,064	594,658	618,247
(General Vacancy)	(22,654)	(65,927)	(12,142)	(34,589)	(12,142)	(7,794)		(37,924)	(37,924)	(37,924)
Effective Gross Revenue	\$3,526	\$136,855	\$432,495	\$487,423	\$505,985	\$522,146	\$476,712	\$533,140	\$556,734	\$580,323
Operating Expenses										
Electric	23,464	32,011	41,145	42,380	42,857	43,978	43,535	47,699	49,129	50,603
Utilities: Water/Sewer/Trash	6,399	8,730	11,221	11,558	11,688	11,994	11,873	13,009	13,399	13,801
Janitorial	14,026	19,979	26,017	26,579	29,617	21,116	20,466	21,116	23,856	24,572
Repairs & Maintenance	28,206	28,206	28,206	29,052	29,924	30,821	31,746	32,698	33,679	34,690
Landscaping	5,876	5,876	5,876	6,053	6,234	6,421	6,614	6,812	7,017	7,227
Management & Admin.	16,454	16,454	16,454	16,947	17,456	17,974	18,519	19,074	19,646	20,236
Maintenance Fees	8,227	8,227	8,227	8,474	8,728	8,990	9,259	9,537	9,823	10,118
Real Estate Tax	29,381	30,263	31,171	32,106	33,069	34,061	35,083	36,135	37,219	38,336
Insurance	18,804	19,368	19,949	20,548	21,164	21,799	22,453	23,127	23,820	24,535
Misc.	3,526	3,632	3,740	3,853	3,968	4,087	4,210	4,336	4,466	4,600
Legal	2,821	2,905	2,992	3,082	3,175	3,270	3,368	3,469	3,573	3,680
Ground Lease	204,023	210,144	216,448	222,942	229,630	236,519	243,615	250,923	258,451	266,204
Marketing	7,052	7,263	7,481	7,705	7,937	8,175	8,420	8,672	8,933	9,201
Total Operating Expenses	\$295,470	\$387,105	\$412,889	\$425,279	\$436,447	\$449,210	\$459,161	\$478,652	\$493,011	\$507,803
Net Operating Income	-\$291,944	-\$248,250	\$19,606	\$62,144	\$69,538	\$72,936	\$17,551	\$54,488	\$63,723	\$72,520
Debt Service										
Interest Payments	69,393	67,752	66,039	64,253	62,389	60,444	58,415	56,298	54,089	51,785
Principal Payments	37,871	39,512	41,225	43,011	44,875	46,820	48,849	50,966	53,175	55,480
Total Debt Service	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264	\$107,264
Leasing & Capital Costs										
Tenant Improvements	105,660	459,200	99,150			110,889	211,393			
Leasing Commissions	20,847	86,659	14,395			42,874	81,732			
Building to Code	850,000	850,000								
Capital Reserve	4,701	4,842	4,987	5,137	5,291	5,450	5,613	5,782	5,955	6,134
Total Leasing & Capital Costs	\$981,208	\$1,400,701	\$118,532	\$5,137	\$5,291	\$159,213	\$298,738	\$5,782	\$5,955	\$6,134
Cash Flow After Debt Service But Before Taxes	(\$1,380,416)	(\$1,756,215)	(\$206,190)	(\$50,257)	(\$43,017)	(\$193,541)	(\$388,451)	(\$58,558)	(\$49,496)	(\$40,879)

Evaluation Supporting Executive Summary

The Prospective Resale of 400 Central Avenue

 Prospective Resale of 400 Central Avenue		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		May-2017	May-2018	May-2019	May-2020	May-2021	May-2022	May-2023	May-2024	May-2025	May-2026
Resale Amount											
Gross Proceeds from Sale	(\$3,243,822)	(\$2,758,333)	\$217,844	\$690,489	\$772,644	\$810,400	\$195,011	\$605,422	\$708,033	\$805,778	
Commissions & Adjustments	(97,315)	(82,750)	(6,535)	(20,715)	(23,179)	(24,312)	(5,850)	(18,163)	(21,241)	(24,173)	
Net Proceeds From Sale	(\$3,341,137)	(\$2,841,083)	\$211,309	\$669,774	\$749,465	\$786,088	\$189,161	\$587,259	\$686,792	\$781,605	
Outstanding Debt Retirement											
Total Principal Balances	(1,612,130)	(1,572,616)	(1,531,392)	(1,488,379)	(1,443,505)	(1,396,685)	(1,347,835)	(1,296,869)	(1,243,693)	(1,188,214)	
Net Resale Proceeds After Debt	(\$4,953,267)	(\$4,413,699)	(\$1,320,083)	(\$818,605)	(\$694,040)	(\$610,597)	(\$1,158,674)	(\$709,610)	(\$556,901)	(\$406,609)	

Unleveraged Annual IRR

-16.86%

Evaluation Supporting Executive Summary

ARGUS ASSUMPTIONS

The Financial Analysis was conducted using ARGUS and the following assumptions:

Property: 400 Central Avenue
St. Petersburg, FL 33701

Analysis Time: Start Date: June 2016
Period: 10 Years

Rentable Square Footage: 23,508[±] SF (*estimated*)

General Inflation: 3% Annually

Misc. Revenues: \$0.15 per SF

Reimbursement Expenses: Operating Expenses modeled after 2014 actual expenses. Adjustments were made to accommodate a new ownership and occupancy.

Non-Reimbursable Expenses: Legal, marketing and land lease payments

Capital Expenditures: General Upgrades: 1st Year: \$36.15 per SF
2nd Year: \$36.15 per SF

Capital Reserves: \$0.20 per SF

Vacancy Loss: 1st Year: 15%
2nd Year: 15%
3rd Year: 12%
4th - 10th Years: 7%

RENT ROLL

General Assumptions on Vacancy or Speculative Square Footage:

Market Rates: \$18.00 to \$20.00 per SF

Rent Escalations: 3% Annually

Lease Term: 3 to 5 Years

Rent Abatement: 2 to 3 Months

Leasing Costs:

Tenant Improvements: \$25.00 to \$30.00 per SF

Commissions: 6% - New Leases

MARKET LEASING ASSUMPTIONS

Rental Probability:	General < 5,000 sf
Market Rent:	70% \$19.50/SF
Months Vacant:	9 Months
Tenant Improvements:	
New Tenant	\$20.00/SF
Renewal	\$8.00/SF
Leasing Commissions:	
New Tenant	6%
Renewal	4%
Rent Change (per annum):	3%
Reimbursement:	Base Year
Term:	5 Years

Purchase Price: N/A - Economically infeasible
(for sample purposes used \$800,000)

Debt Financing: Will not support mortgage
(for sample purposes used \$1,650,000)

Present Value Discounting: Primary Discount Rate: 9%
Increment: 0.5 point
Number of Calculations: 3

Evaluation Supporting Executive Summary

CONCLUSION

There is no scenario based on today's market conditions that allows for the property located at 400 Central Avenue in St. Petersburg, FL to be upgraded to meet codes for the purpose of supporting tenancy and produce a positive cash flow. The financial analysis demonstrates the inability of the subject property to be a viable investment whether improved in its entirety or in part. Further assuming removal of all structures the land value is negative provided the land leases remain in place under their existing terms.

A very important consideration is the "STRUCTURAL OBSOLESCENCE" of the present improvements. Regardless of capital expenditures, the overall structure will remain obsolete in today's market. Examples of structural inefficiency and substandard qualities are:

- Inefficient and small floor plates
- Loss of rentable square footage to meet government codes
- 10' Columns
- Low ceiling height

These obsolete qualities will dictate smaller tenants requiring higher tenant improvement and lower rent. It should be noted 400 Central Avenue is not financially feasible with or without the ground lease.

Finally, under a long-term (10 years) financial analysis (ARGUS) the first two (2) years from beginning property upgrades culminate in a financial loss of over \$3,136,000. The negative cash flow continues throughout the term of the 10-year analysis. The negative cash flow does not take into account land lease payments for additional land for parking.

Given the factors identified herein, it is the conclusion of this evaluation any attempt to produce an economically viable investment for the subject property under present conditions would result in an economic disaster finishing with a product that will not meet market standards.

As an alternative; the land value was reviewed assuming all structures were removed. As demonstrated under the *Comparable Sales Approach*, when taking into account the land leases, the conclusion is a negative land value.

Finally, there are questions as to square footage and load factors. 400 Central Avenue is connected to other buildings. Services will need to be added as the connected improvements are demolished. Parking needs to be accommodated therefore land must be allocated. This will all result in further capital expenditures and more land being committed.

Comparable Property Sales in Downtown St. Petersburg

PROPERTY	BLDG CLASS	SIZE (SQ. FT)	STORIES	SALE PRICE	PRICE/SF	CURRENT OCCUPANCY	SALE DATE
1 MORGAN STANLEY TOWER 150 2 nd Ave S	A	207,469	17	\$20,012,200	\$96.46	99.2%	8/2013
2 100 CENTRAL AVENUE 100 Central Ave	A	133,950	2	\$10,500,000	\$78.39	Vacant	9/2014
3 FIRST CENTRAL TOWER 360 Central Ave	A	250,426	17	\$29,150,000	\$116.40	86.4%	11/2014
4 LABCORP BUILDING 33 6 th St S	B	35,821	7	\$2,500,000	\$69.79	100%	6/2013
5 696 1 st AVENUE 696 1 st Ave	B	30,104	4	\$2,250,000	\$74.74	80.2%	8/2014
6 COURTHOUSE SQUARE 600 N 1 st Ave	C	28,083	3	\$1,700,000	\$60.53	87.9%	6/2013
7 AAA PLAZA 800 2 nd Ave	C	41,935	3	\$3,600,000	\$85.85	100%	11/2014



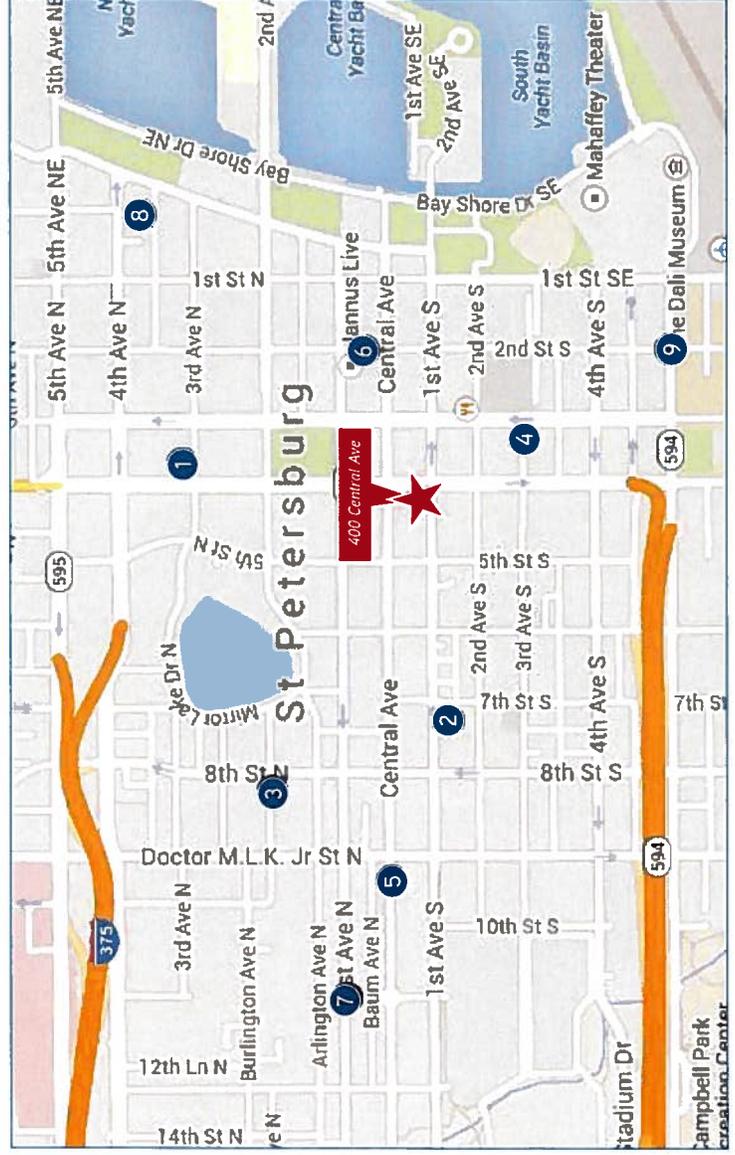
Comparable Properties for Lease in Downtown St. Petersburg

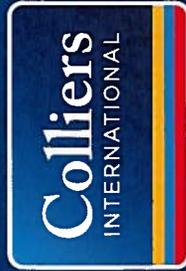
PROPERTY	ADDRESS	BLDG CLASS	RENT PER SF
1 MORGAN STANLEY TOWER	150 2 nd Ave N	A	\$22.50/fs
2 FIRST CENTRAL TOWER	350 Central Ave	A	\$21.00 - \$25.00/fs
3 CITY CENTER	100 2 nd Ave S	A	\$22.50/fs
4 3 RD STREET SOUTH - BLDG 2	3 rd Street S	B	\$14.50/fs
5 CHAMBER OF COMMERCE BLDG	100 2 nd Ave	B	\$18.50/mg
6 PLAZA TOWER AND COURTYARD	111 2 nd Ave NE	B	\$18.00/fs
7 SUNTRUST BUILDING	300 1 st Ave S	B	\$20.00/fs
8 240-244 DR MLK BOULEVARD	240-244 DR MLK Blvd.	C	\$12.00 - \$15.00/mg
9 COURTHOUSE SQUARE	600 1 st Avenue N	C	\$16.00/fs
10 THE FLORIDA ARCADE	449 Central Ave	C	\$12.00/mg



Comparable Land Sales in Downtown St. Petersburg

PROPERTY	ACRES	SALE PRICE	PRICE/SF	SALE DATE	COMMENTS
1 333 3 rd Avenue	1	\$4,875,000	\$111.91	1/2014	Purchased for parking garage; superior location
2 700-712 1 st Avenue	1.85	\$5,250,000	\$65.00	4/2014	Purchased for a multifamily development
3 810 2 nd Avenue North	0.37	\$1,100,000	\$68.23	4/2014	Purchased for multifamily development
4 330 3 rd Avenue South	3	\$7,500,000	\$57.39	4/2014	Purchased for commercial use
5 930 Central Avenue	1.52	\$1,650,000	\$25.00	6/2014	Purchased and held for development
6 0 2 nd Avenue North	0.23	\$1,100,000	\$109.79	9/2014	Purchased for commercial use; superior location
7 1 st Avenue & 11 th Street	0.45	\$575,000	\$29.48	11/2014	Purchased for commercial use
8 176 4 th Avenue NE	0.46	\$3,500,000	\$174.67	3/2015	Purchased for multifamily development
9 5 th Ave S & 2 nd Street	1	\$3,900,000	\$89.53	1/2015	Purchased for multifamily development





Tampa Bay Florida

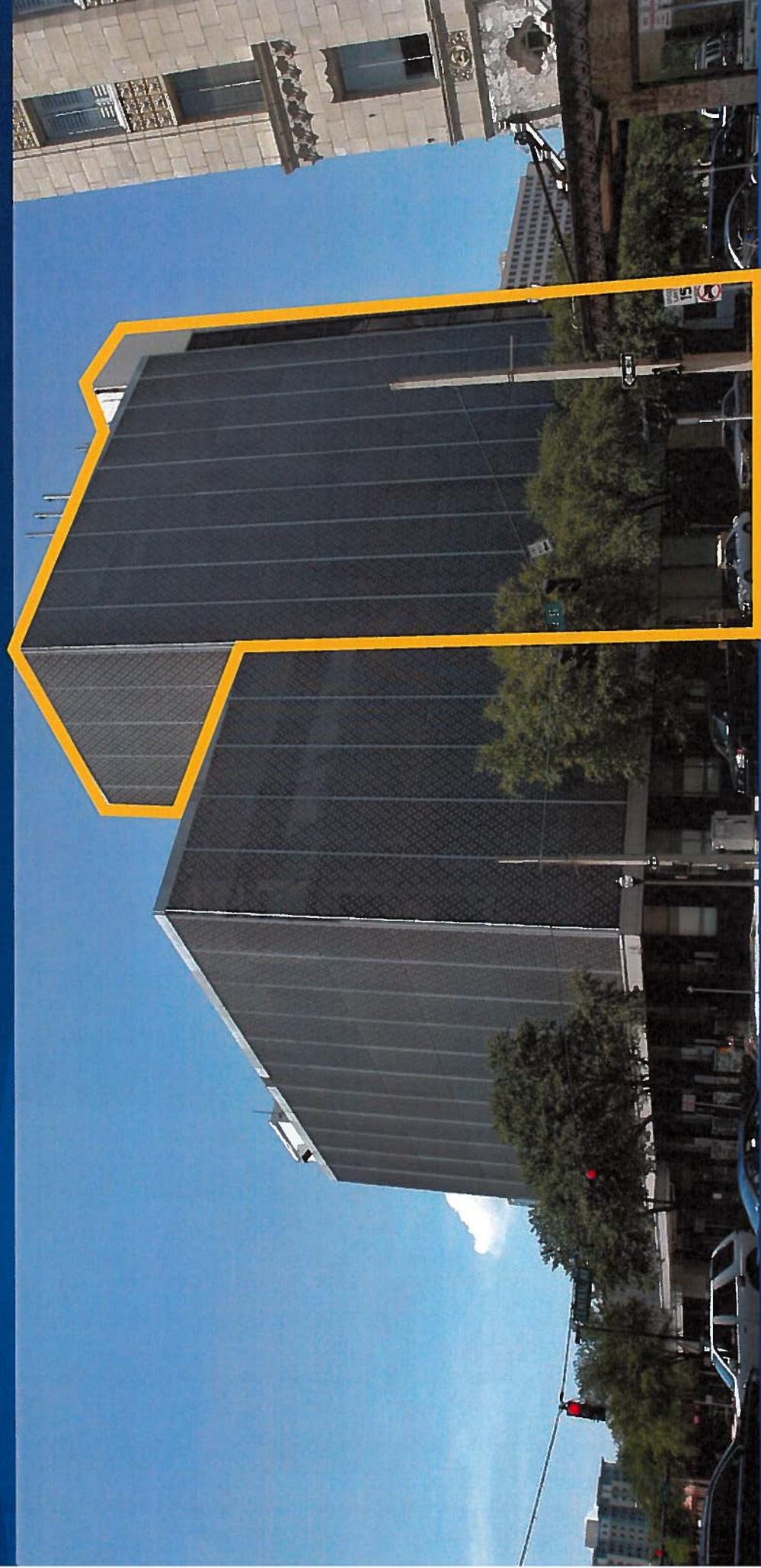
Disclaimer: THIS IS NOT AN APPRAISAL

This Real Estate Broker's Opinion of Value is intended for the sole and exclusive use of the Owner(s) of 400 Central Avenue in St. Petersburg, Florida and may not be relied upon any person or entity other than the Client for any purpose whatsoever. This Real Estate Broker's Opinion of Value represents only the opinion of Colliers International as to the value of the Subject Property, subject to the assumptions and qualifications set forth herein. Colliers International is not licensed to perform real property appraisals. Accordingly, this Real Estate Broker's Opinion of Value does not constitute an appraisal of the Subject Property and has not been prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The Real Estate Broker's Opinion of Value set forth herein is specifically qualified by, and based solely upon, the relevant facts, circumstances, and market conditions that exist as of the date of this Real Estate Broker's Opinion of Value, and we undertake no obligation to update, modify, or supplement this Real Estate Broker's Opinion of Value to the extent that such facts, circumstances or market conditions subsequently change.

Broker Opinion of Value
March 2016

410 Central Avenue

St. Petersburg, Florida 33701



PRESENTED BY:



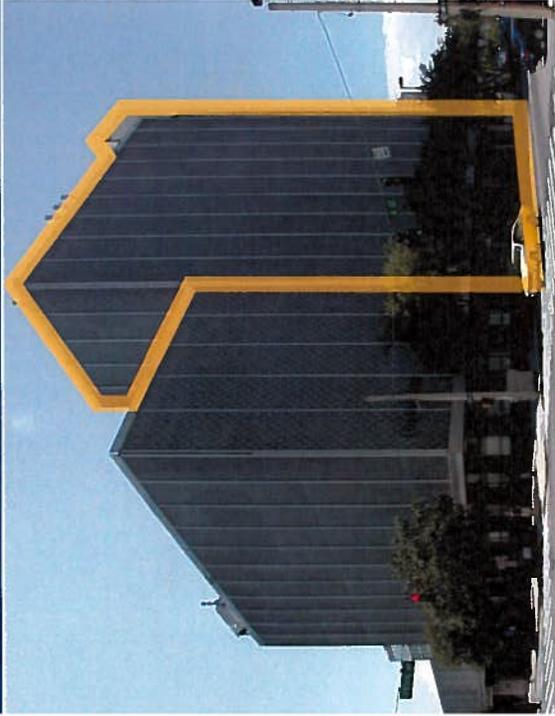
Tampa Bay Florida

John Gerlach, CCIM
Vice President | Investment Services
DIRECT: +1 727 442 7184
EMAIL: John.Gerlach@Colliers.com

Kevin Yeager
Senior Associate | Retail/Office Services
DIRECT: +1 727 298 5329
EMAIL: Kevin.Yeager@Colliers.com

PREPARED FOR:

Allan B. Rothschild
Managing Director
Grammercy Property Trust



Property Highlights

BUILDING SIZE: 33,058* Gross SF
STORIES: 11
LOT SIZE: 0.19* Acres *Additional land is required for parking*
YEAR BUILT: 1920
VACANCY: 100%

A tour of the property was conducted on April 24, 2015 revealing a property with extensive functional obsolescence.



COLLIERS INTERNATIONAL | TAMPA
 311 Park Place Boulevard, Suite 600
 Clearwater, Florida 33759
 Main: +1 727 442 7184
www.colliers.com/tampabay

Executive Summary

Colliers International Tampa Bay Florida is pleased to present this Broker Opinion of Value for 410 Central Avenue in St. Petersburg, Florida. We have had the opportunity to review the property and based on the information provided and market data, a certain projected range of values has been concluded. The range of value assumes present market conditions and state of the property. **This report separates the buildings to include only the 11-story facility on the southwest corner of Central Avenue and 4th Street.** This analysis assumes contiguous land included for parking (1.4 acre).

VALUATION METHODS AND OPINION

LOCATION SUMMARY

410 Central Avenue is well located in downtown St. Petersburg, Florida and is easily accessible from several major highways. Downtown St. Petersburg continues in a growth mode and attracting a population looking for an urban lifestyle.

Location Analysis Rating:		(1) Outstanding	(2) Good	(3) Fair	(4) Subpar	(5) Poor
2	Livability (quality of life for tenants or users)			2		
2	Amenities (dining, entertainment, cultural, sports)			2		
2	Labor Pool (education, abundance)			2		
2.0	Location Rating (average score)					

SUBMARKET SUMMARY

410 Central Avenue's position in the downtown St. Petersburg submarket is very good and the business environment is supportive. The downtown St. Petersburg submarket is presently one of the most active markets in Tampa Bay.

Submarket Dynamics Rating:		(1) Outstanding	(2) Good	(3) Fair	(4) Subpar	(5) Poor
2	Size of Submarket (established vs. new or small)			2		
2	Position in Submarket (quality of building vs. competition)			3		
2	Barriers to Entry (high BTE's support value)			3		
2.3	Submarket Rating (average score)					

Executive Summary

INVESTMENT SUMMARY

The current structure has significant functional obsolescence and requires extensive capital improvements. It has been determined through investment analysis, regardless of the capital improvements invested, the functional obsolescence (such as small floor plates, column placement and low ceilings) of the existing structure does not allow for a viable investment. This coupled with the in place land leases does not qualify the subject property as an investment property under any existing market conditions.

<i>Investment Rating:</i>		(1) Outstanding	(2) Good	(3) Fair	(4) Subpar	(5) Poor
5	Current cash flow in the market (relative to market, below is good)			5		Development cost
5	Absorption (sustainable vs. unstable)			5		Expenses (relative to benchmarks for similar properties)
5	Tenant Mix/Profile (minimal roll and strong tenants)			5		Yield Profile (sustainability of future income and returns)
5	Investment Rating (average score)					

COLLIERS PROPERTY RATING (COMBINED AVERAGE SCORE)

Methodology

The rating system uses the following criteria to evaluate each component of the property:

(1) Outstanding (2) Good (3) Fair (4) Subpar (5) Poor

The BOV ratings are based on the broker's knowledge and understanding of that component as it relates to the competitive product in the market. These ratings are then translated into an average score for each section and an overall score. The property is "graded" in terms of the outlook for its investment profile with minimal additional investment. The grading scale is based on the following:

- A = STRONG highly likely to increase
- B = POSITIVE likely to maintain / improve marginally
- C = NEUTRAL should maintain value if key components are not compromised
- D = WEAK likely to sustain value deterioration
- F = POOR **continued value deterioration is certain**

Executive Summary

GENERAL COMMENTS:

Given the need for extensive capital improvements to bring the property into current compliance with government codes and the structural inefficiencies that create a functionally obsolete building, the property is incapable of supporting any positive cash flow under current market conditions. The property was reviewed in whole and in part; the conclusion is the same whether the property is revitalized in whole or in part. This evaluation will focus on the 11-story building on the southwest corner of Central Avenue and 4th Street (410 Central Avenue).

Adding to the complications of creating a viable investment are the land leases that are presently in place and will be for another 42 years. The land leases add \$16.70 per square foot (estimated) to the operating expenses of the subject property. This negatively impacts the ability of the property to create a positive cash flow under any scenario.

NOTE: The \$16.70 per square foot represents the larger land lease (Phiel Hotel Lease). The smaller land lease was not included however will need to be considered to accommodate parking.

As an example to a viable investment:

Market Rental Rates: \$18.00 to \$20.00 gross rent

Considers architectural challenges

LESS:

Operating Expense (estimated): \$8.25

Land leases: \$16.70 - larger lease

Operating Expenses (with land leases): \$24.95

Potential Net Operating Income: -\$6.95 to -\$4.95

Once the additional cost of bringing the property up to code, tenant improvements, commissions, marketing and potential debt service are taken into consideration the subject property is incapable of supporting a positive cash flow and, therefore, does not constitute a viable investment. This conclusion holds true if the property is upgraded in whole or in part.

In conclusion, the four major issues preventing 410 Central Avenue from becoming a viable investment in today's market are:

- 1) Capital improvements required to modernize the facility;
- 2) Tenant improvement dollars required to build out tenant specifications;
- 3) Structural/Architectural inefficiencies: (small floor plates, column placement, ceiling height);
- 4) Land leases payments prohibits investment viability.

Evaluation Supporting Executive Summary

The intent of the evaluation is to assist in developing a reasonable expectation as to the probable value range assuming the property were adequately exposed to the open market.

When evaluating properties, the three approaches to value are considered:

- **Cost/Replacement Approach**
- **Comparable Sales Approach**
- **Income Approach**

COST REPLACEMENT APPROACH TO VALUE

Given the age and the functional obsolesces of the property it is unrealistic to compare a replacement cost to the existing structure. The alternative is to review a modernization of the property as a whole and in part. The cost of modernization will then be applied to market rates concluding with a reasonable return to Owner and a reasonable value range.

COMPARABLE SALES APPROACH TO VALUE

Comparable sales have been reviewed; however do not apply to the existing structure since, for the most part, the sale of similar properties resulted in a teardown concluding with land value. Therefore, comparable sales will assist in determining a value range based land with no improvements.

INCOME APPROACH TO VALUE

For purposes of this analysis, the *Income Approach to Value* will be used to determine a value range of the property assuming an "AS IS" structure and a partial tear down of the existing structure. ***This analysis will be for the improved property on the southwest corner of Central Avenue and 4th Street (410 Central Avenue).***

COMPARABLE SALES APPROACH TO VALUE

The *Comparable Sales Approach* provides insight to a reasonable range of values assuming new ownership removes existing structures.

The number of recent comparable land sales to 410 Central Avenue in St. Petersburg is limited. Generally, the price per square foot for mixed use land ranges from \$75.00 psf to \$100.00 psf. This assumes a strong B grade mixed use product.

Considering the 410 Central Avenue location, condition and overall market, based on comparable land sales in the market, the range of values is summarized as follows:

Range of values per sq. ft. based on comparable sales: \$85 to \$95 per SF

LESS: Cost to remove structure with asbestos: \$9.50 per SF

Value range after removal of improvements: \$75.50 to \$85.50 per SF

Overall value range of vacant property:
(*Note: before allocation of land leases*) \$6,906,438 to \$7,821,198

LESS: Present value of land leases: \$7,800,000
Present value of future rent payments discounted at 9% annum

Value range of land in today's market less cost of removing structures and accounting for land leases: (-\$893,562) to \$21,198

IN CONCLUSION: Assuming all structures were removed from the subject property, the market could not afford to absorb ownership of the land based on today's market conditions primarily due to the responsibility of paying the land leases over the remaining 42 years. The cost of the land leases inhibit the land value resulting in a negative overall value for the land.

Evaluation Supporting Executive Summary

INCOME APPROACH TO VALUE

The *Income Approach to Value* will be the primary source relied on by the current market and, therefore, will be the principal source in this evaluation. In general, 410 Central Avenue has an office and land component that will be reviewed as an investment property. The *Income Approach to Value* reviews the following sources:

- Capital requirement to modernize the facility and bring up to code.
- Capital required for tenant improvements, leasing commissions and marketing.
- Projected cash flow assuming market conditions.
- Impact on cash flow after annual land leases payments.

The *Income Approach to Value* is based on the present value of future benefits of ownership. Future benefits are defined as the net operating income an informed investor can assume the property would produce over its remaining economic life.

MARKET CRITERIA FOR INVESTMENT PROPERTY:

<u>Required Investment Rates of Return:</u>	10% to 12%
<u>Capitalization Rates:</u>	14% to 16%
<u>Internal Rate of Return (IRR):</u>	20% to 24%
Unleveraged IRR:	
Leveraged IRR:	

NOTE: Investor expectations are subject to a number of issues from general economic conditions to the availability of financing and risk associated with cash flow. Financing was used in this analysis however financing may not be an option for the majority of the investment market. Capitalization Rates and Internal Rates of Return were increased to accommodate the “risk assessment” associated with stabilizing the building.

Obviously the quoted rates of return assume the project is capable of cash flow. The analysis on the following pages identify 410 Central Avenue as incapable of cash flowing under any scenario. Only through an alternative use will 410 Central Avenue become a viable project. For any alternative use to have a measure of success it is paramount to renegotiate or remove the land leases.

The amount of parking needed to accommodate the 410 Central Avenue property is estimated to be 130 to 160 spaces. This requirement will be met through the use of 1.3 to 1.6 acres or through the use of a new parking garage. This land will need to be taken from the overall property consisting of 2.1 acres.

Evaluation Supporting Executive Summary

Value Range Based on Income Approach to Value

Based on market criteria and property status, **410 Central Avenue** will support the following:

Estimated Improvements Necessary to Meet Government Codes		
Soft Cost: architect/engineer/permits:	\$ 3.50	\$ 115,703.00
Decommission interior:	\$ 4.50	\$ 148,761.00
Add for asbestos:	\$ 5.50	\$ 181,819.00
White box interior (ADA):	\$ 12.00	\$ 396,696.00
Roof:	\$ 1.25	\$ 41,322.50
Water prove & paint exterior:	\$ 1.20	\$ 39,669.60
HVAC:	\$ 4.25	\$ 140,496.50
Elevators:	\$ 1.75	\$ 57,851.50
Electric upgrade:	\$ 2.75	\$ 90,909.50
Parking requirement:	\$ 22.00	\$ 727,276.00
Remove exterior decoration:	\$ 0.70	\$ 23,140.60
Repair structure: (columns - walkways - window)	\$ 6.50	\$ 214,877.00
Misc. Contingencies:	\$ 5.00	\$ 165,290.00
Estimated Total before Tenant Improvements	\$ 70.90	\$ 2,343,812.20

NOTES: Basic structure is obsolete
 Inefficient floor plates
 Small floor plates
 10 Foot columns
 Low ceiling height
 Square footage required to meet ADA

CONCLUSION: Rentable square footage will decrease due to penetrations and insufficient floor plates.

Projected Cash Flow with Upgrades			
This Analysis assumes an average 5-year lease term			
Rentable SF Using 100% as rentable SF	33,058	100.00%	33,058
Occupied SF	-	0.00%	-
Vacant SF	33,058	100.00%	33,058
Analysis Assumed Market Rental Rate for 410 Central	\$ 18.00		\$ 20.00
Leasable Square Footage			
Leasable % of Westlinks	100.00%		100.00%
Leasable square footage	33,058		33,058
Leased or Occupied sq ft	-		-
Vacant sq ft available	33,058		33,058
Projected Operating (5 yr. term)			
Projected Operating at \$18.00 psf	\$ 18.00	Projected Operating at \$20.00 psf	\$ 20.00
Average Rent	\$ 0.25		\$ 0.25
Expense Pass through	\$ 0.15		\$ 0.15
RE Tax Pass through	\$ 0.15		\$ 0.15
Misc Income	\$ 18.55		\$ 20.55
Total Income	\$ 8.25		\$ 8.25
LESS: Operating Expenses	\$ 16.70		\$ 16.70
LESS: Land Lease Obligation	\$ (6.40)		\$ (4.40)
<i>(assume larger land lease remains in place.) \$46,000 per mo. Or \$16.70 psf</i>			
Net Operating Income			
Value Range using Capitalization Rate:	10.00%		10.00%
Capitalization Rate	\$ (64.00)		\$ (44.00)
Estimated Value Range			
LESS: Capital Improvements:			
Est. Capital Improvements: \$70.90 psf (see attached)	\$ 70.90		\$ 70.90
LESS: Leasing Cost			
Tenant Improvements	\$ 30.00		\$ 30.00
Commissions	\$ 5.40		\$ 5.40
Marketing & Misc.	\$ 0.60		\$ 0.60
Total Leasing Cost	\$ 36.00		\$ 36.00
Estimated Value Range:	\$ (170.90)		\$ (150.90)

Based on condition of property and market data, 410 Central Ave. has a negative value. There remains a question as to land necessary to accommodate parking. This will result in the potential of additional capital and land to accommodate parking requirement.

Evaluation Supporting Executive Summary - Operating Expense Analysis

Data based on entire 87,754[±] RSF project

OPERATING EXPENSE ANALYSIS						
	Actual 2013	\$ per SF	Actual 2014	\$ per SF	Budgeted As Stabilized	\$ per SF
Operating Expense						
Electric	\$ 20,329.00		\$ 20,394.00	\$ 0.23	\$ 144,794.10	\$ 1.65
Utilities: Water/Sewer/Trash	\$ 23,904.00		\$ 20,660.00	\$ 0.24	\$ 39,489.30	\$ 0.45
Janitorial	\$ 672.00		\$ 996.00	\$ 0.01	\$ 74,590.90	\$ 0.85
Repairs & Maintenance	\$ 5,134.00		\$ 10,066.00	\$ 0.11	\$ 105,304.80	\$ 1.20
Landscaping	\$ 7,770.00		\$ 6,011.00	\$ 0.07	\$ 30,713.90	\$ 0.35
Mangement & Administration	\$ 81,283.00		\$ 79,682.00	\$ 0.91	\$ 61,427.80	\$ 0.70
Ground Lease	\$ 719,575.00		\$ 686,085.00	\$ 7.82	\$ 715,000.00	\$ 8.15
Legal	\$ 316,641.00		\$ 177,062.00	\$ 2.02	\$ 10,530.48	\$ 0.12
Professional Fees/Maintenance	\$ -		\$ 152,162.00	\$ 1.73	\$ 30,713.90	\$ 0.35
Real Estate Tax	\$ 83,970.00		\$ 81,454.00	\$ 0.93	\$ 109,692.50	\$ 1.25
Insurance (Liability)	\$ 30,195.00		\$ 29,901.00	\$ 0.34	\$ 70,203.20	\$ 0.80
Total Operating Expenses	\$ 1,289,473.00	\$ 14.69	\$ 1,264,473.00	\$ 14.41	\$ 1,392,460.88	\$ 15.87

NOTES: Operating Expenses will adjust upon occupancy

Analysis allocates Operating Expenses from the entire project and applies to the 410 Central Avenue building.

Prospective Cash Flow

Value Range Based on Internal Rate of Return (IRR)

 Schedule Of Prospective Cash Flow In Inflated Dollars for the Fiscal Year Beginning 5/1/2016										
For the Years Ending	Year 1 May-2017	Year 2 May-2018	Year 3 May-2019	Year 4 May-2020	Year 5 May-2021	Year 6 May-2022	Year 7 May-2023	Year 8 May-2024	Year 9 May-2025	Year 10 May-2026
Potential Gross Revenue										
Base Rental Revenue	\$35,278	\$415,869	\$693,840	\$714,655	\$737,913	\$756,458	\$767,872	\$772,139	\$772,139	\$772,139
Absorption & Turnover Vacancy	(30,238)	(98,165)	(10,636)	(5,507)	(73,545)	(52,415)	(60,177)			
Base Rent Abatements										
Scheduled Base Rental Revenue	5,040	317,704	683,204	709,148	664,368	704,043	707,695	772,139	772,139	772,139
CPI & Other Adjustment Revenue						3,402	15,314	34,902	34,902	59,112
Expense Reimbursement Revenue										
Electric			3,129	8,356	10,029	8,310	6,728	2,968	4,177	6,266
Utilities: Water/Sewer/Trash			854	2,278	2,734	2,266	1,835	811	1,139	1,708
Janitorial			1,512	4,050	4,862	4,015	3,242	1,436	2,026	3,040
Repairs & Maintenance			2,163	5,756	6,908	5,763	4,680	2,059	2,870	4,309
Landscaping			448	1,199	1,442	1,203	975	429	598	895
Management & Admin.			1,260	3,354	4,030	3,363	2,730	1,199	1,674	2,515
Maintenance Fees			630	1,677	2,016	1,683	601	837	837	1,255
Real Estate Tax			2,394	6,359	7,632	6,369	5,172	2,273	3,173	4,762
Insurance			1,533	4,071	4,885	4,077	3,312	1,455	2,029	3,046
Misc.			287	763	916	764	618	273	382	570
Total Reimbursement Revenue			14,210	37,863	45,454	37,813	30,657	13,504	18,905	28,366
Misc. Income	4,959	5,107	5,261	5,419	5,581	5,748	5,921	6,099	6,282	6,470
Total Potential Gross Revenue	4,959	10,147	337,175	726,486	760,183	707,929	744,023	742,612	832,228	866,087
General Vacancy		(756)	(38,124)	(47,824)	(44,519)		(537)		(54,050)	(54,050)
Effective Gross Revenue	\$4,959	\$9,391	\$299,051	\$678,662	\$715,664	\$707,929	\$743,486	\$742,612	\$778,178	\$812,037
Operating Expenses										
Electric	32,727	34,903	48,944	59,604	61,205	60,744	63,356	65,048	69,097	71,170
Utilities: Water/Sewer/Trash	8,926	9,519	13,348	16,256	16,692	16,567	17,279	17,740	18,845	19,410
Janitorial			21,600	28,942	29,675	28,892	30,334	31,091	33,552	34,559
Repairs & Maintenance			39,670	40,860	42,085	43,348	44,648	45,988	47,368	48,789
Landscaping			8,265	8,768	8,512	9,031	9,302	9,581	9,868	10,164
Management & Admin.			23,141	23,835	24,550	25,286	26,045	26,826	27,631	28,460
Maintenance Fees	41,323	42,562	11,570	11,917	12,275	12,643	13,022	13,413	13,816	14,230
Real Estate Tax			43,839	45,154	46,509	47,904	49,341	50,821	52,346	53,916
Insurance	26,446	27,240	28,057	28,899	29,766	30,659	31,578	32,526	33,502	34,507
Misc.	4,959	5,107	5,261	5,419	5,581	5,748	5,921	6,099	6,282	6,470
Legal	3,967	4,086	4,209	4,335	4,465	4,599	4,737	4,879	5,025	5,176
Land Lease	552,069	568,631	585,690	603,260	621,358	639,999	659,199	678,975	699,344	720,324
Marketing	9,917	10,215	10,521	10,837	11,162	11,497	11,842	12,197	12,563	12,940
Total Operating Expenses	\$680,334	\$702,263	\$844,115	\$887,830	\$914,091	\$936,917	\$966,604	\$995,184	\$1,029,239	\$1,060,115
Net Operating Income	(\$675,375)	(\$692,872)	(\$545,064)	(\$209,168)	(\$198,427)	(\$228,988)	(\$223,118)	(\$252,572)	(\$251,061)	(\$248,078)
Debt Service										
Interest Payments	98,412	96,084	93,656	91,122	88,479	85,720	82,843	79,841	76,708	73,440
Principal Payments	53,708	56,036	58,464	60,998	63,642	66,400	69,277	72,280	75,412	78,680
Total Debt Service	\$152,120	\$152,120	\$152,120	\$152,120	\$152,121	\$152,120	\$152,120	\$152,121	\$152,120	\$152,120
Leasing & Capital Costs										
Tenant Improvements		270,990	630,900	89,850	161,843	124,368	128,871	44,245		
Leasing Commissions		47,325	100,269	11,197	62,573	48,085	49,827	17,107		
Building to Code	1,170,000									
Capital Reserve	6,612	6,810	7,014	7,225	7,441	7,665	7,895	8,131	8,375	8,627
Total Leasing & Capital Costs	\$1,176,612	\$1,485,125	\$738,183	\$108,272	\$7,441	\$232,081	\$180,348	\$186,829	\$69,727	\$8,627
Cash Flow After Debt Service But Before Taxes	(\$2,004,107)	(\$2,340,117)	(\$1,435,367)	(\$469,560)	(\$357,989)	(\$613,189)	(\$555,586)	(\$591,522)	(\$472,908)	(\$408,825)

Evaluation Supporting Executive Summary

The Prospective Resale of 410 Central Avenue

Prospective Resale of 410 Central Avenue										
For the Years Ending	Year 1 May-2017	Year 2 May-2018	Year 3 May-2019	Year 4 May-2020	Year 5 May-2021	Year 6 May-2022	Year 7 May-2023	Year 8 May-2024	Year 9 May-2025	Year 10 May-2026
Resale Amount										
Gross Proceeds from Sale	(\$7,504,167)	(\$7,698,578)	(\$6,056,267)	(\$2,324,089)	(\$2,204,744)	(\$2,544,311)	(\$2,479,089)	(\$2,806,356)	(\$2,789,567)	(\$2,756,422)
Commissions & Adjustments	(225,125)	(230,957)	(181,688)	(69,723)	(66,142)	(76,329)	(74,373)	(84,191)	(83,687)	(82,693)
Net Proceeds From Sale	(\$7,729,292)	(\$7,929,535)	(\$6,237,955)	(\$2,393,812)	(\$2,270,886)	(\$2,620,640)	(\$2,553,462)	(\$2,890,547)	(\$2,873,254)	(\$2,839,115)
Outstanding Debt Retirement										
Total Principal Balances	(2,286,292)	(2,230,256)	(2,171,791)	(2,110,793)	(2,047,152)	(1,980,752)	(1,911,476)	(1,839,196)	(1,763,784)	(1,685,104)
Net Resale Proceeds After Debt	(\$10,015,584)	(\$10,159,791)	(\$8,409,746)	(\$4,504,605)	(\$4,318,038)	(\$4,601,392)	(\$4,464,938)	(\$4,729,743)	(\$4,637,038)	(\$4,524,219)

Evaluation Supporting Executive Summary

ARGUS ASSUMPTIONS

The Financial Analysis was conducted using ARGUS and the following assumptions:

Property: 410 Central Avenue
St. Petersburg, FL 33701

Analysis Time: Start Date: June 2016
Period: 10 Years

Rentable Square Footage: 33,058* SF (*estimated*)

General Inflation: 3% Annually

Misc. Revenues: \$0.15 per SF

Reimbursement Expenses: Operating Expenses modeled after 2014 actual expenses. Adjustments were made to accommodate a new ownership and occupancy.

Non-Reimbursable Expenses: Legal, marketing and land lease payments

Capital Expenditures: General Upgrades: 1st Year: \$35.40 per SF
2nd Year: \$35.40 per SF

Capital Reserves: \$0.20 per SF

Vacancy Loss: 1st Year: 15%

2nd Year: 15%

3rd Year: 12%

4th - 10th Years: 7%

RENT ROLL

General Assumptions on Vacancy or Speculative Square Footage:

Market Rates: \$18.00 to \$20.00 per SF

Rent Escalations: 3% Annually

Lease Term: 3 to 5 Years

Rent Abatement: 2 to 3 Months

Leasing Costs:

Tenant Improvements: \$25.00 to \$30.00 per SF

Commissions: 6% - New Leases

MARKET LEASING ASSUMPTIONS	
	General < 5,000 sf
Rental Probability:	70%
Market Rent:	\$19.50/SF
Months Vacant:	9 Months
Tenant Improvements:	
New Tenant	\$20.00/SF
Renewal	\$8.00/SF
Leasing Commissions:	
New Tenant	6%
Renewal	4%
Rent Change (per annum):	3%
Reimbursement:	Base Year
Term:	5 Years

Purchase Price: N/A - Economically infeasible
(for sample purposes used \$1,157,030)

Debt Financing: Will not support mortgage
(for sample purposes used \$2,340,000)

Present Value Discounting: Primary Discount Rate: 9%
Increment: 0.5 point
Number of Calculations: 3

Evaluation Supporting Executive Summary

CONCLUSION

There is no scenario based on today's market conditions that allows for the property located at 410 Central Avenue in St. Petersburg, FL to be upgraded to meet codes for the purpose of supporting tenancy and produce a positive cash flow. The financial analysis demonstrates the inability of the subject property to be a viable investment whether improved in its entirety or in part. Further assuming removal of all structures the land value is negative provided the land leases remain in place under their existing terms.

A very important consideration is the "STRUCTURAL OBSOLESCENCE" of the present improvements. Regardless of capital expenditures, the overall structure will remain obsolete in today's market. Examples of structural inefficiency and substandard qualities are:

- Inefficient and small floor plates
- Loss of rentable square footage to meet government codes
- 10' Columns
- Low ceiling height

These obsolete qualities will dictate smaller tenants requiring higher tenant improvement and lower rent. It should be noted 410 Central Avenue is not financially feasible with or without the ground lease.

Finally, under a long-term (10 years) financial analysis (ARGUS) the first two (2) years from beginning property upgrades culminate in a financial loss of over \$4,344,224. The negative cash flow continues throughout the term of the 10-year analysis. The negative cash flow does not take into account land lease payments for additional land for parking.

Given the factors identified herein, it is the conclusion of this evaluation any attempt to produce an economically viable investment for the subject property under present conditions would result in an economic disaster finishing with a product that will not meet market standards.

As an alternative; the land value was reviewed assuming all structures were removed. As demonstrated under the *Comparable Sales Approach*, when taking into account the land leases, the conclusion is a negative land value.

Finally, there are questions as to square footage and load factors. 410 Central Avenue is connected to other buildings. Services will need to be added as the connected improvements are demolished. Parking needs to be accommodated therefore land must be allocated. This will all result in further capital expenditures and more land being committed.

Comparable Property Sales in Downtown St. Petersburg

PROPERTY	BLDG CLASS	SIZE (SQ FT)	STORIES	SALE PRICE	PRICE/SF	CURRENT OCCUPANCY	SALE DATE
1 MORGAN STANLEY TOWER 150 2 nd Ave S	A	207,469	17	\$20,012,200	\$96.46	99.2%	8/2013
2 100 CENTRAL AVENUE 100 Central Ave	A	133,950	2	\$10,500,000	\$78.39	Vacant	9/2014
3 FIRST CENTRAL TOWER 360 Central Ave	A	250,426	17	\$29,150,000	\$116.40	86.4%	11/2014
4 LABCORP BUILDING 33 6 th St S	B	35,821	7	\$2,500,000	\$69.79	100%	6/2013
5 696 1 ST AVENUE 696 1 st Ave	B	30,104	4	\$2,250,000	\$74.74	80.2%	8/2014
6 COURTHOUSE SQUARE 600 N 1 st Ave	C	28,083	3	\$1,700,000	\$60.53	87.9%	6/2013
7 AAA PLAZA 800 2 nd Ave	C	41,935	3	\$3,600,000	\$85.85	100%	11/2014



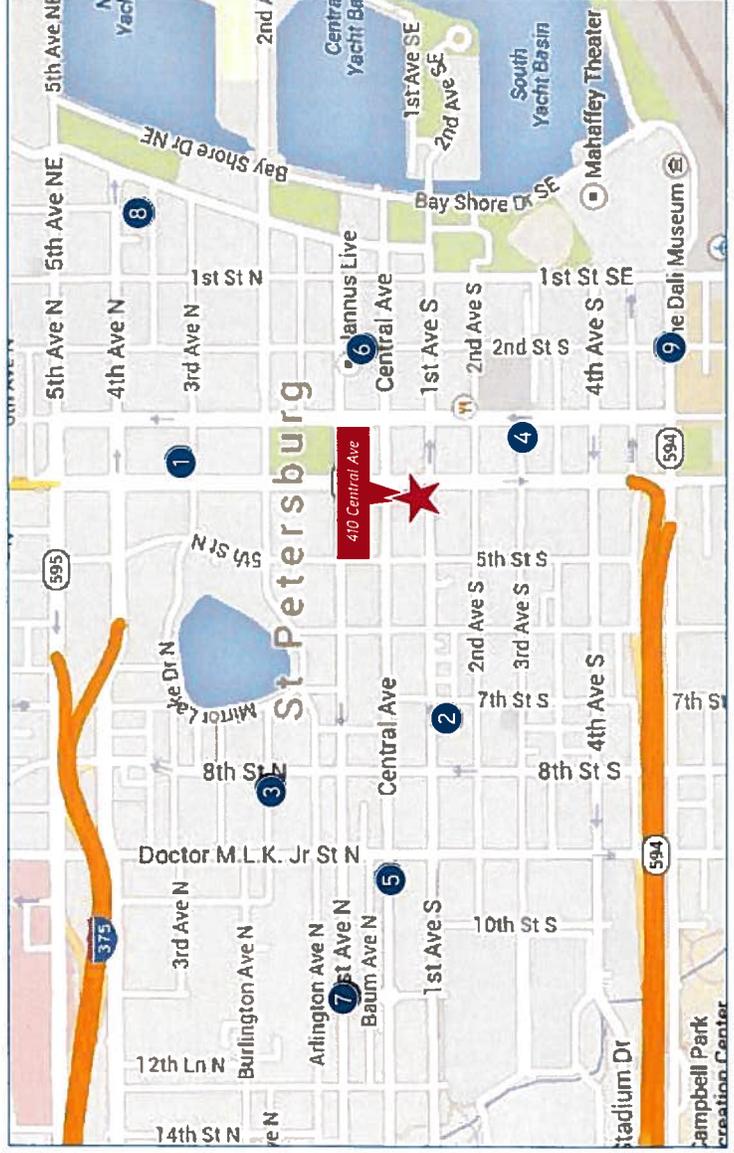
Comparable Properties for Lease in Downtown St. Petersburg

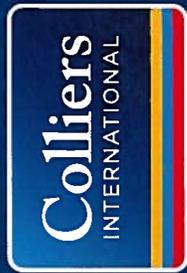
PROPERTY	ADDRESS	BLDG CLASS	RENT PER SF
1 MORGAN STANLEY TOWER	150 2 nd Ave N	A	\$22.50/fs
2 FIRST CENTRAL TOWER	350 Central Ave	A	\$21.00 - \$25.00/fs
3 CITY CENTER	100 2 nd Ave S	A	\$22.50/fs
4 3 RD STREET SOUTH - BLDG 2	3 rd Street S	B	\$14.50/fs
5 CHAMBER OF COMMERCE BLDG	100 2 nd Ave	B	\$18.50/mg
6 PLAZA TOWER AND COURTYARD	111 2 nd Ave NE	B	\$18.00/fs
7 SUNTRUST BUILDING	300 1 st Ave S	B	\$20.00/fs
8 240-244 DR MLK BOULEVARD	240-244 DR MLK Blvd.	C	\$12.00 - \$15.00/mg
9 COURTHOUSE SQUARE	600 1 st Avenue N	C	\$16.00/fs
10 THE FLORIDA ARCADE	449 Central Ave	C	\$12.00/mg



Comparable Land Sales in Downtown St. Petersburg

PROPERTY	ACRES	SALE PRICE	PRICE/SF	SALE DATE	COMMENTS
1 333 3 rd Avenue	1	\$4,875,000	\$111.91	1/2014	Purchased for parking garage; superior location
2 700-712 1 st Avenue	1.85	\$5,250,000	\$65.00	4/2014	Purchased for a multifamily development
3 810 2 nd Avenue North	0.37	\$1,100,000	\$68.23	4/2014	Purchased for multifamily development
4 330 3 rd Avenue South	3	\$7,500,000	\$57.39	4/2014	Purchased for commercial use
5 930 Central Avenue	1.52	\$1,650,000	\$25.00	6/2014	Purchased and held for development
6 0 2 nd Avenue North	0.23	\$1,100,000	\$109.79	9/2014	Purchased for commercial use; superior location
7 1 st Avenue & 11 th Street	0.45	\$575,000	\$29.48	11/2014	Purchased for commercial use
8 176 4 th Avenue NE	0.46	\$3,500,000	\$174.67	3/2015	Purchased for multifamily development
9 5 th Ave S & 2 nd Street	1	\$3,900,000	\$89.53	1/2015	Purchased for multifamily development





Tampa Bay Florida

Disclaimer: THIS IS NOT AN APPRAISAL

This Real Estate Broker's Opinion of Value is intended for the sole and exclusive use of the Owner(s) of 410 Central Avenue in St. Petersburg, Florida and may not be relied upon any person or entity other than the Client for any purpose whatsoever. This Real Estate Broker's Opinion of Value represents only the opinion of Colliers International as to the value of the Subject Property, subject to the assumptions and qualifications set forth herein. Colliers International is not licensed to perform real property appraisals. Accordingly, this Real Estate Broker's Opinion of Value does not constitute an appraisal of the Subject Property and has not been prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The Real Estate Broker's Opinion of Value set forth herein is specifically qualified by, and based solely upon, the relevant facts, circumstances, and market conditions that exist as of the date of this Real Estate Broker's Opinion of Value, and we undertake no obligation to update, modify, or supplement this Real Estate Broker's Opinion of Value to the extent that such facts, circumstances or market conditions subsequently change.



APPRaisal REPORT OF
CBD BLOCK CENTRAL AVENUE TO 1ST AVENUE SOUTH BETWEEN
4TH AND 5TH STREETS
ST. PETERSBURG, FLORIDA 33701
(6114)

FOR
FIRST STATE INVESTORS 3300, LLC
C/O R. DONALD MASTRY, ATTORNEY
521 - 5TH AVENUE
NEW YORK, NY 10175

TABLE OF CONTENTS

Letter of Transmittal1
Appraisal Certification2
Executive Summary4
Photographs -
Assumptions and Limiting Conditions6
Purpose, Date of Appraisal, and Scope10
Legal Description12
Property Ownership and Transfers (3 years)12
Neighborhood Location, Description, and Trend13
Neighborhood Map -
Public Service and Utilities.....20
Zoning21
Property Assessment and Taxes24
Site Description26
Plat Map -
Survey -
Flood Plain Map -
Improvement Description28
Building Plans -
Marketability34
Highest and Best Use34
Introduction to the Appraisal Process37
Sales Comparison Approach “As Vacant”37
 Land Sales Chart38
 Land Sales Map -
 Land Valuation39
Reconciliation42
Alternative Valuation Scenarios44
Retention of Bank Building (A)44
 Analysis of Bank Building Chart46
 Land Sales Chart B47
Retention of Bank and Office48
 Analysis of Bank and Office Chart49
 Land Sales Chart C50
Appraiser’s Qualifications57

TOBIAS REALTY ADVISORS, LLC

Addenda -

Area Calculations

Measure Master Plans

Engagement Letter

Appraisers' Licenses

April 25, 2016

First State Investors 3300, LLC
c/o R. Donald Mastry, Attorney
521 – 5th Avenue
New York, NY 10175

Dear Mr. Mastry:

Re: Appraisal Report of a CBD block Central Avenue to 1st Avenue South between 4th and 5th Streets, St. Petersburg, Florida 33701

As requested, we have made a detailed investigation, analysis, and appraisal of the fee simple interest of the referenced property, legally described later in the report. This appraisal report has been prepared for our client, First State Investors 3300, LLC. The intended users are First State Investors 3300, LLC (client), The Pheil Family, and the City of St. Petersburg.

Included within the attached report are: Appraisal Certification, exhibits, and documented data in support of our value conclusions. The reader is advised to review the assumptions and limiting conditions included in this report.

In my opinion, the fee simple interest of appraised property, CBD block Central Avenue to 1st Avenue South between 4th and 5th Streets, St. Petersburg, Florida 33701, had a market value "AS VACANT", as of the effective date, April 6, 2016, of FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000).

The Appraisal was based on the *Hypothetical Condition* that the site is vacant, in fee simple interest, and available for development. At the effective date of valuation the property was marginally improved with obsolete structures, ownership was split between various parties, and some of the block's parcels subject to long term, ground leases. Had these ground leases been considered, my opinion of market value would have been significantly reduced. *Hypothetical Condition* is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

I have also performed two alternative valuations (see pages 44-50) of the subject block within the context of the highest and best use analysis; these analyses addressed the values of the block (a) with the bank building (400 Central Avenue) left in place; and (b) with bank and office building (410 Central Avenue) in place. Under these scenarios the value of the remainder land in the block was reduced due to the loss of its "whole-block" status, the 4th Street frontage, and the otherwise gained land area within the east/west public alley.

Alternative Valuation (a) resulted in a conclusion of property value (fee simple interest), as of April 6, 2016, of ELEVEN MILLION SEVEN HUNDRED TEN THOUSAND DOLLARS (\$11,710,000).

Alternative Valuation (b) resulted in a conclusion of property value (fee simple interest), as of April 6, 2016, of TEN MILLION THREE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$10,365,000).

Respectfully submitted,

TOBIAS REALTY ADVISORS, LLC

C. Richard Tobias
Digitally signed by C. Richard Tobias
DN: cn=C. Richard Tobias, o=Tobias
Realty Advisors, LLC, ou,
email=rich.tobias@tradv.com, c=US
Date: 2016.04.28 12:19:11 -0400

C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705

APPRAISAL CERTIFICATION

This is to certify that, upon request for valuation by First State Investors 3300, LLC, I have personally inspected, collected and analyzed various data, and appraised the fee simple interest of a CBD block Central Avenue to 1st Avenue South between 4th and 5th Streets, St. Petersburg, Florida 33701. The purpose of this appraisal is to estimate the market value of the subject property. The property is more fully described in the attached report.

I certify that, to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- ◆ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ◆ This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.
- ◆ My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event; nor was the appraisal assignment based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ◆ My analyses, opinions, and conclusions were developed and this report have been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- ◆ I have made an interior and exterior personal inspection of the property that is the subject of this report.

- ◆ No one provided significant professional assistance to the persons signing this report.
- ◆ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ◆ I had previously appraised subject property for the same client as of April 7, 2015.
- ◆ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- ◆ As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

Hypothetical Condition:

This appraisal is made of the fee simple interest of subject property, although some of the parcels are encumbered by underlying land leases, they are not considered in this appraisal. If the land leases were considered, my opinion of market value would be significantly reduced.

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report.

C. Richard Tobias
Digitally signed by C. Richard Tobias
DN: cn=C. Richard Tobias,
o=Tobias Realty Advisors, LLC, ou,
email=ctobias@trai.com, c=US
Date: 2016.04.28 10:19:57 -0400

C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705

EXECUTIVE SUMMARY

Property Identification:	Subject is a CBD block Central Avenue to 1st Avenue South between 4th and 5th Streets, St. Petersburg, Florida 33701.
Parcel Identification No:	19-31-17-74466-030-0001, and other parcels on the same block. All of the parcel numbers are shown in the "property assessment and taxes" section of this report.
Purpose of Appraisal:	Estimate the market value of the fee simple interest as of April 6, 2016.
Client:	First State Investors 3300, LLC, the property owner.
Neighborhood:	St. Petersburg's CBD, which includes government and business offices, as well as financial institutions. Residential properties include rental apartments and condominiums.
Zoning:	DC-C, Downtown Center-Core, by the City of St. Petersburg
Land Use Plan:	CBD, Central Business District, and Activity Center by the City of St. Petersburg
Property Assessment (2015):	\$3,926,587
Millage Rate (2015):	22.7869
Real Estate Taxes (2015):	\$89,474.74
Site Data:	Entire city block with frontage on Central Avenue, 1 st Avenue South, and 4 th and 5 th Streets. Total site area is 99,000± square feet, which includes the 8,000-square foot, public alley (subject to vacation)

Flood Plain Data: X(unshaded), an area outside of the 500 year flood plain.

Improvement Data: Two connected, multi-story buildings (Bank and Office) built in 1912, 1920 & 1960. The buildings have a gross area of 112,793± square feet and a leasable area of 74,922± square feet.

Highest and Best Use: As Vacant—Develop with a mixed use development including retail, hotel, and residential uses which take advantage of subject’s location in the downtown core area

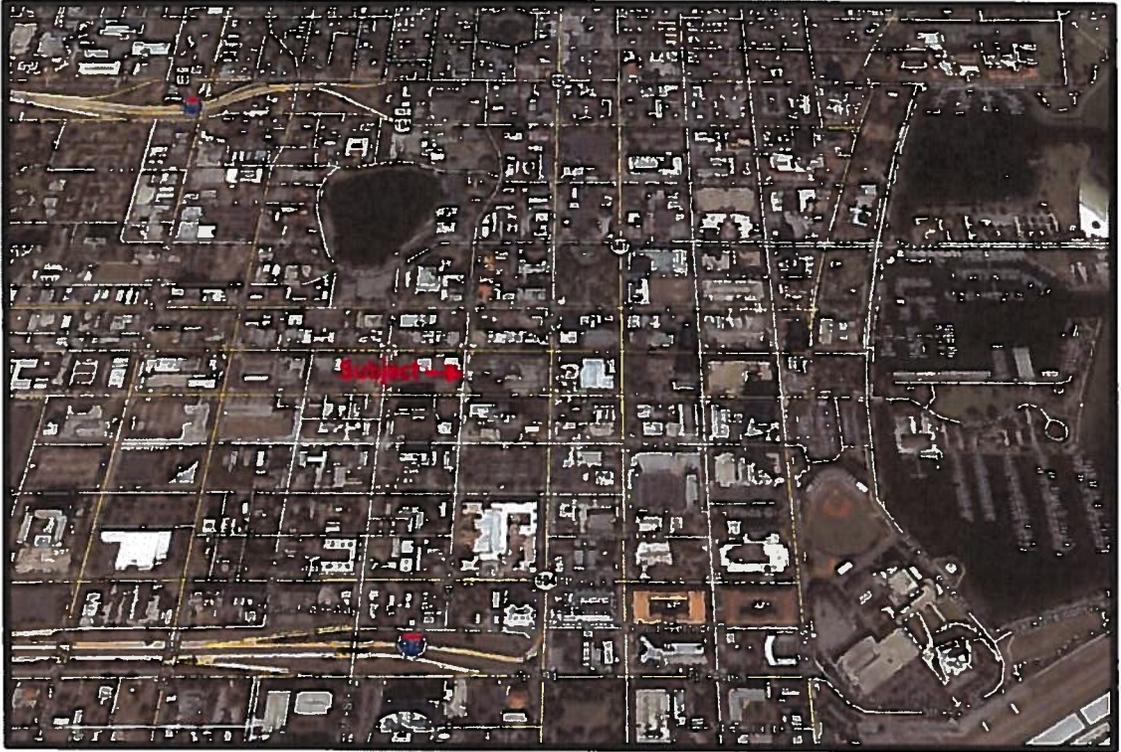
As Improved—Raze existing improvements and redevelop subject site in a manner consistent with its highest and best use “As Vacant.”

**Market Value Estimate:
“As Vacant/Fee Simple”**

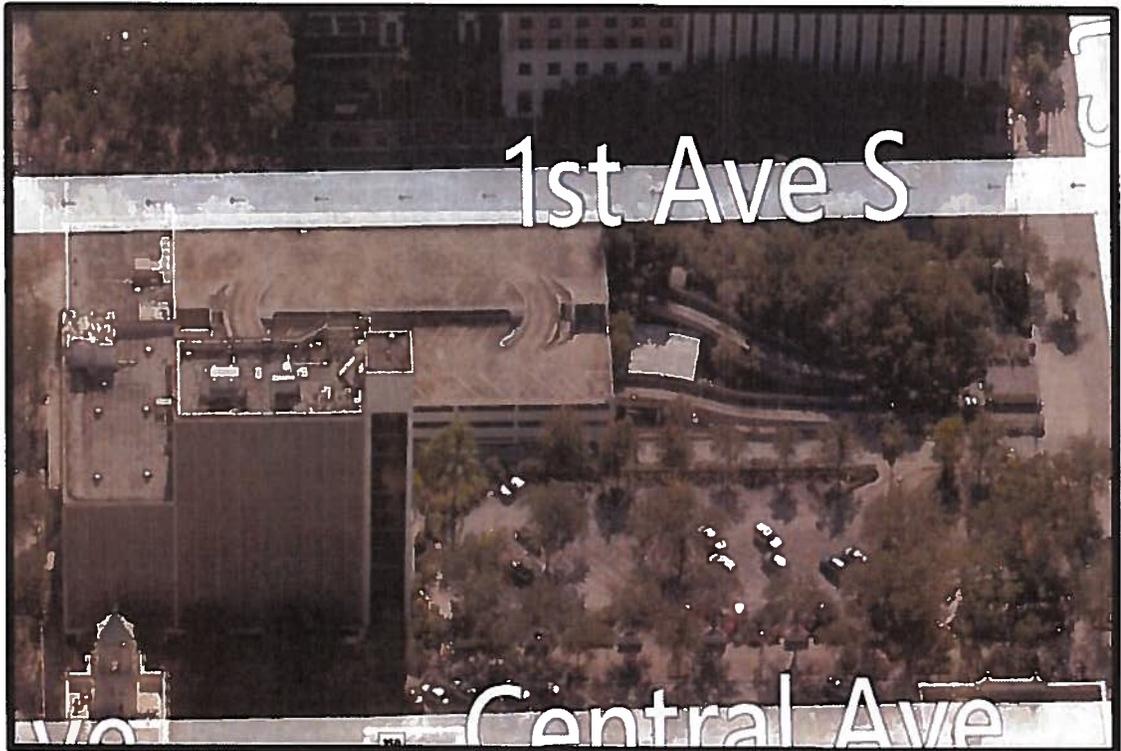
Cost Approach –	N.A.
Sales Comparison Approach –	\$15,500,000
Income Capitalization Approach –	N.A.

Alternative Valuation Conclusions –

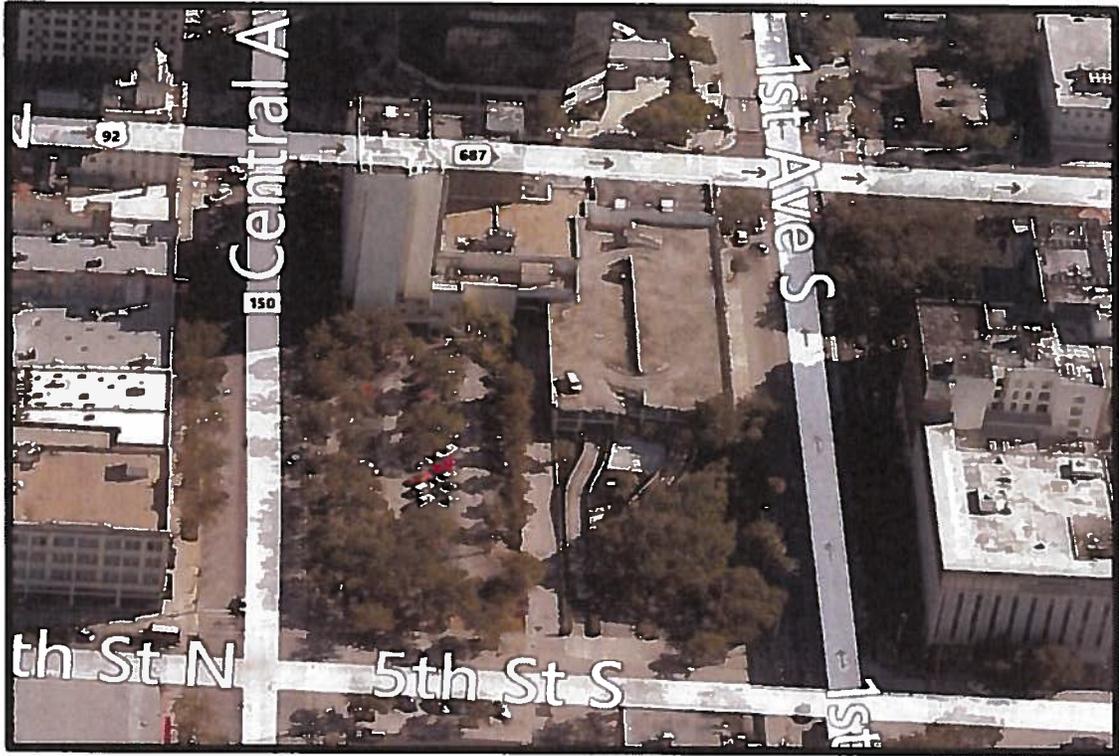
Block Value (a); with Bank in place-	\$11,710,000
Block Value (b); with Bank and Office-	\$10,365,000



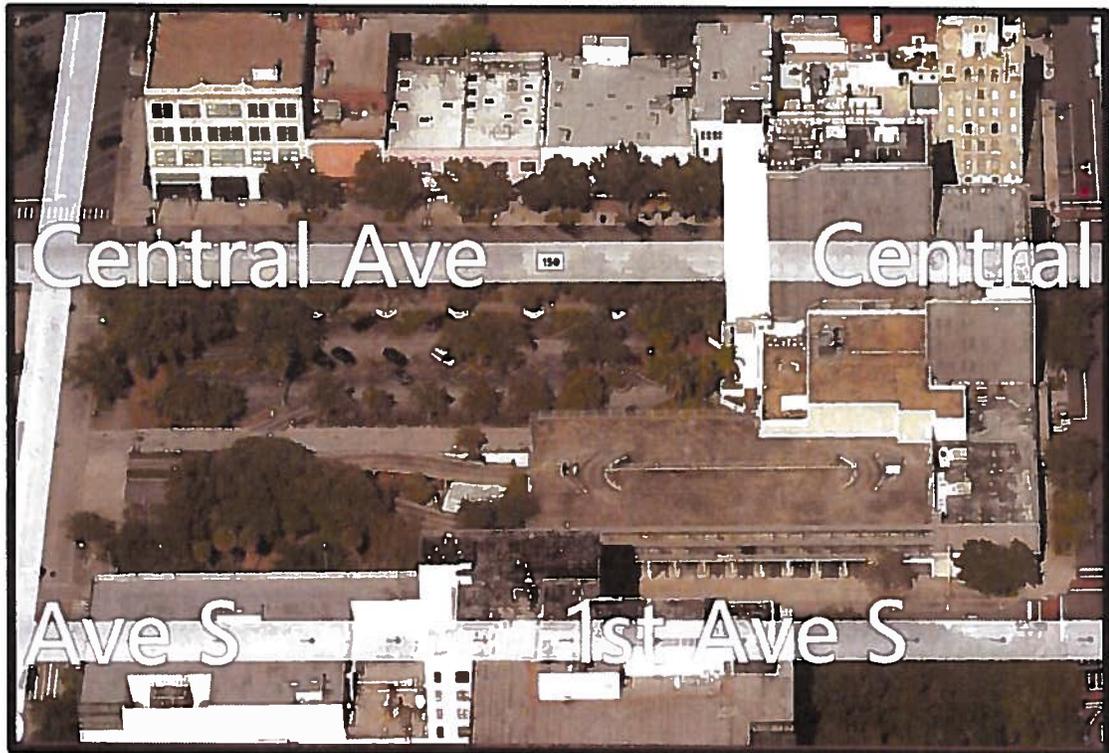
NEIGHBORHOOD AERIAL



AERIAL FROM THE NORTH



AERIAL FROM THE WEST



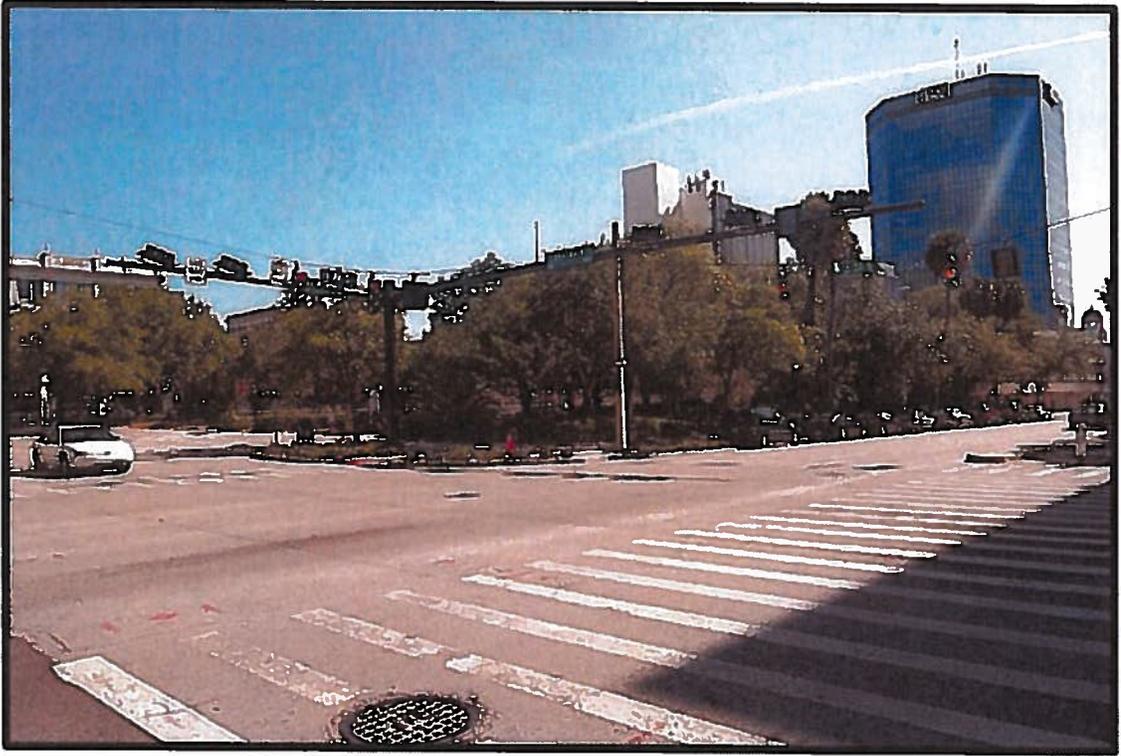
AERIAL FROM THE SOUTH



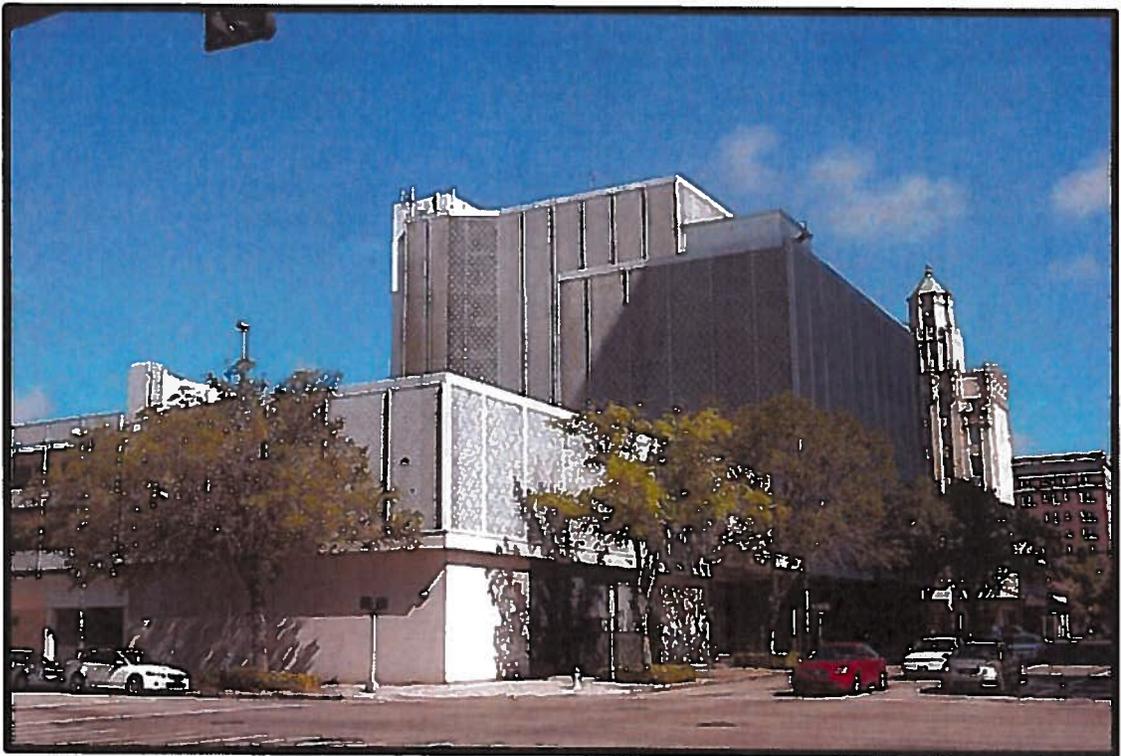
SUBJECT BLOCK FROM NE; BANK BLDG (FRONT) AND OFFICE (REAR)



SUBJECT BLOCK FROM NW; OFFICE BLDG AT LEFT



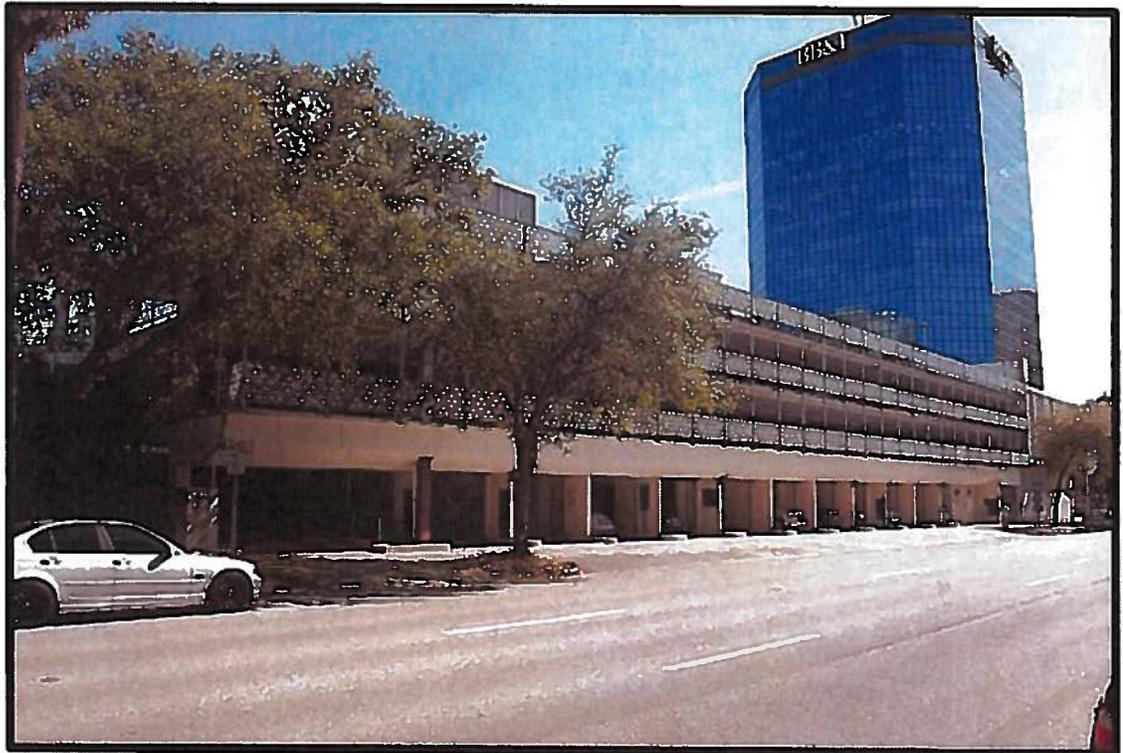
SUBJECT BLOCK FROM THE SOUTHWEST



SUBJECT FROM SE; BANK BLDG IN FOREGROUND FACING 4TH STREET



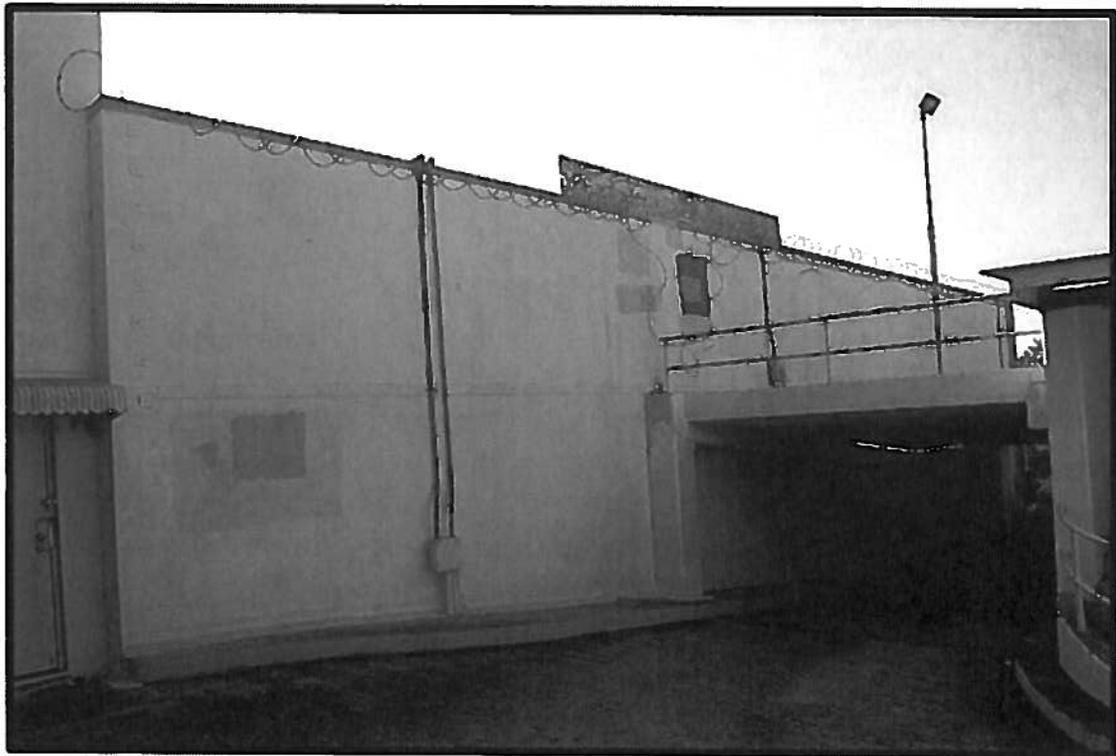
SUBJECT BUILDINGS FROM THE NORTHWEST



SUBJECT GARAGE FROM THE SOUTHWEST; VIEW FROM 1ST AV SOUTH



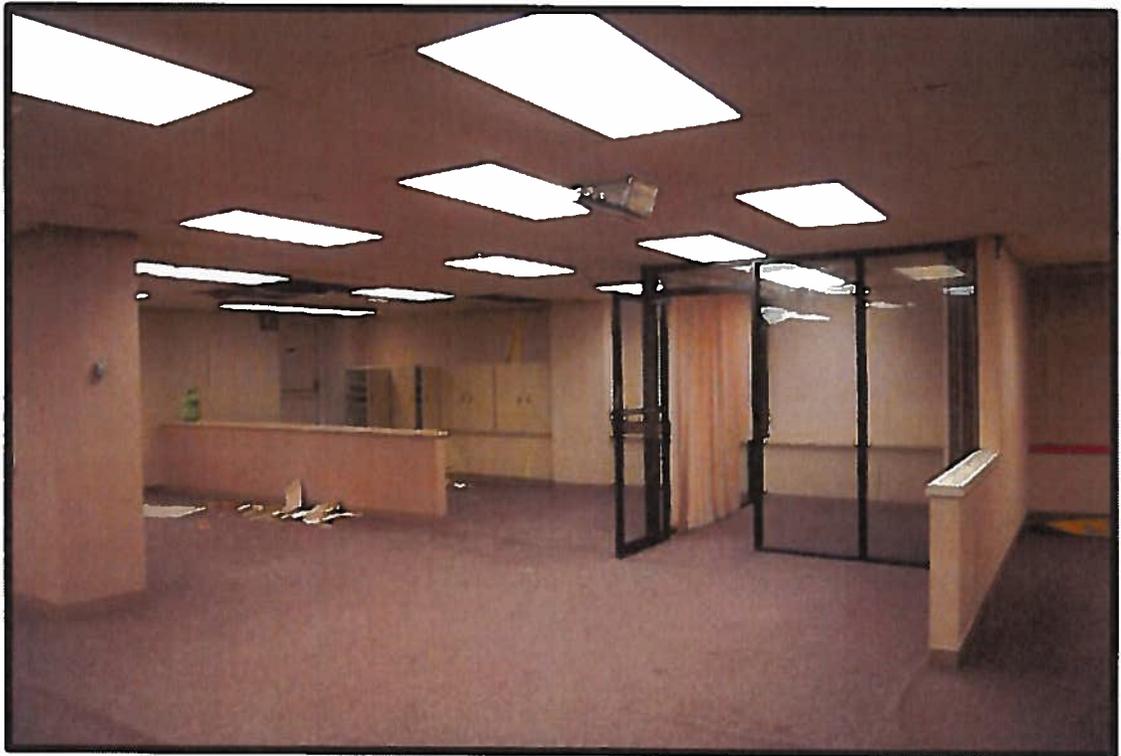
NOTE LACK OF WINDOWS SOUTH AND WEST OF BANK BUILDING



NOTE LACK OF WINDOWS 1ST & 2ND FLOOR SOUTH WALL OF BANK BUILDING



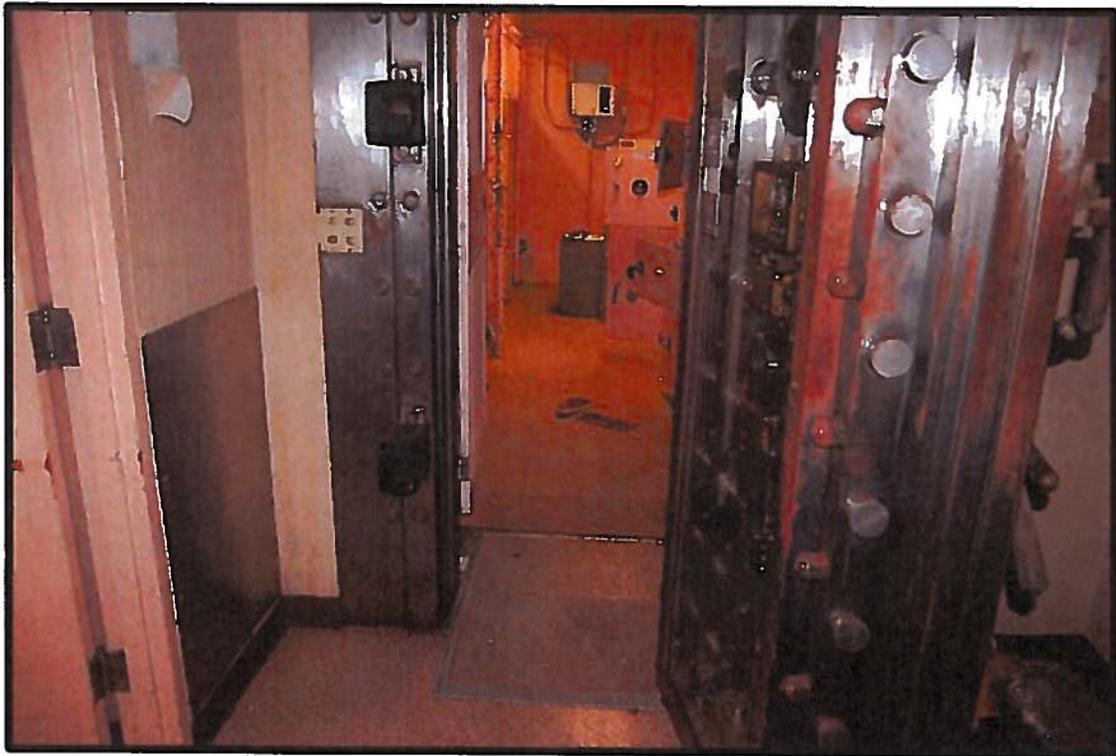
FORMER BANK LOBBY



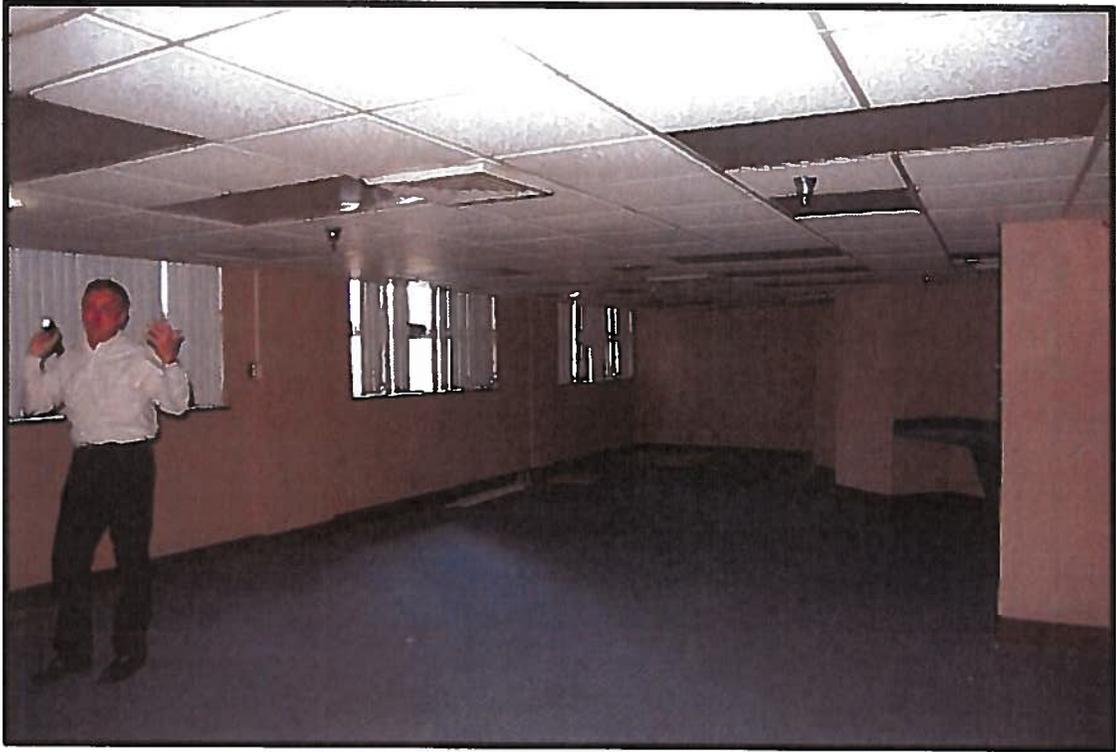
FORMER BANK OFFICE SPACE



FORMER BANK OFFICES



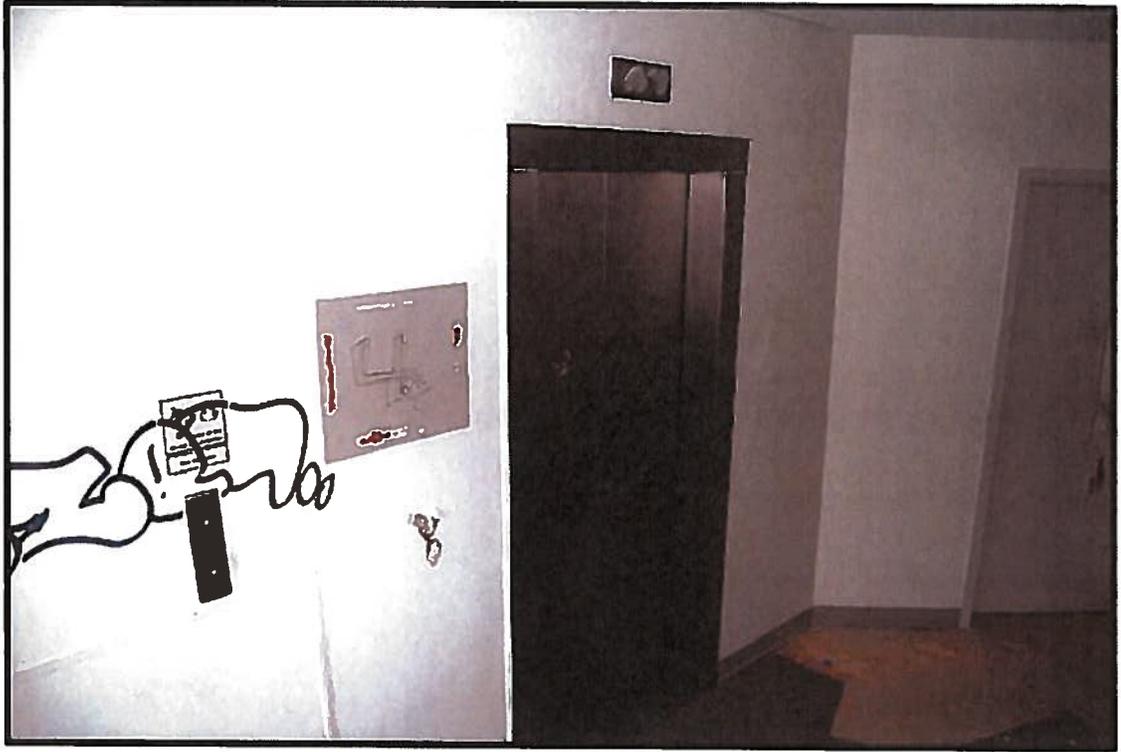
BANK VAULT



LOW CEILING IN 2ND FLOOR OF BANK



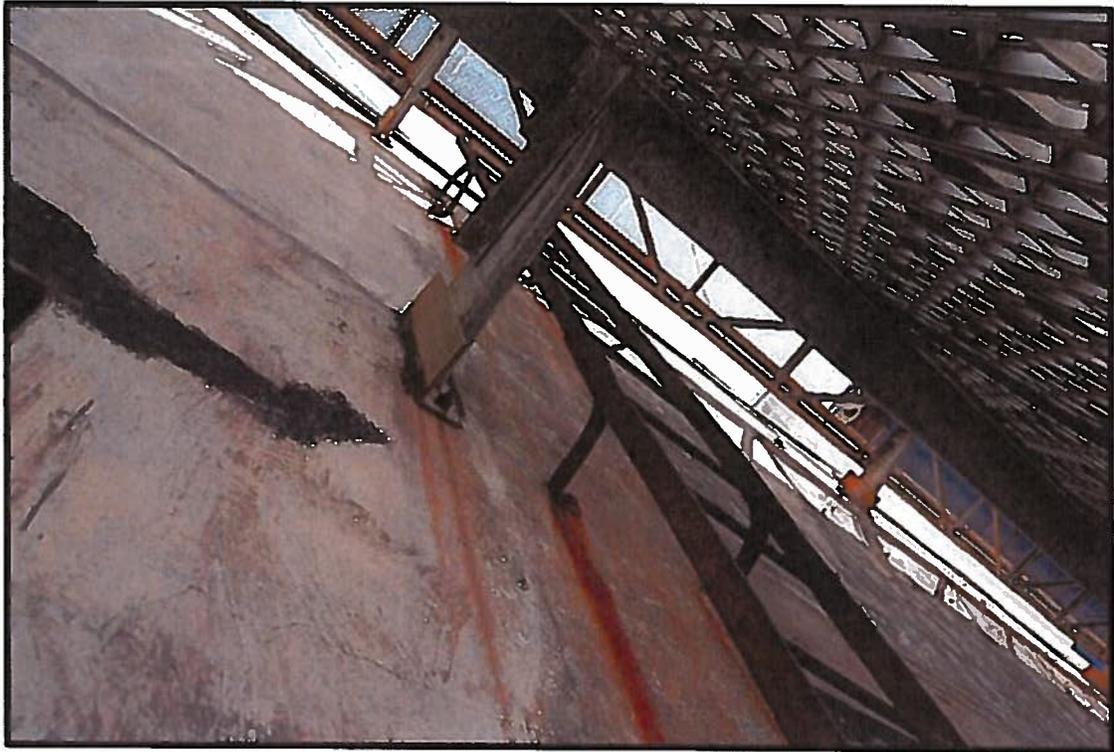
SLOPED CORRIDOR IN SOUTH SECTION OF BANK



4TH FLOOR ELEVATOR LOBBY IN BANK



OPEN CEILING TO ROOF IN BANK; NOTE HOLLOW TILE WALL STRUCTURE



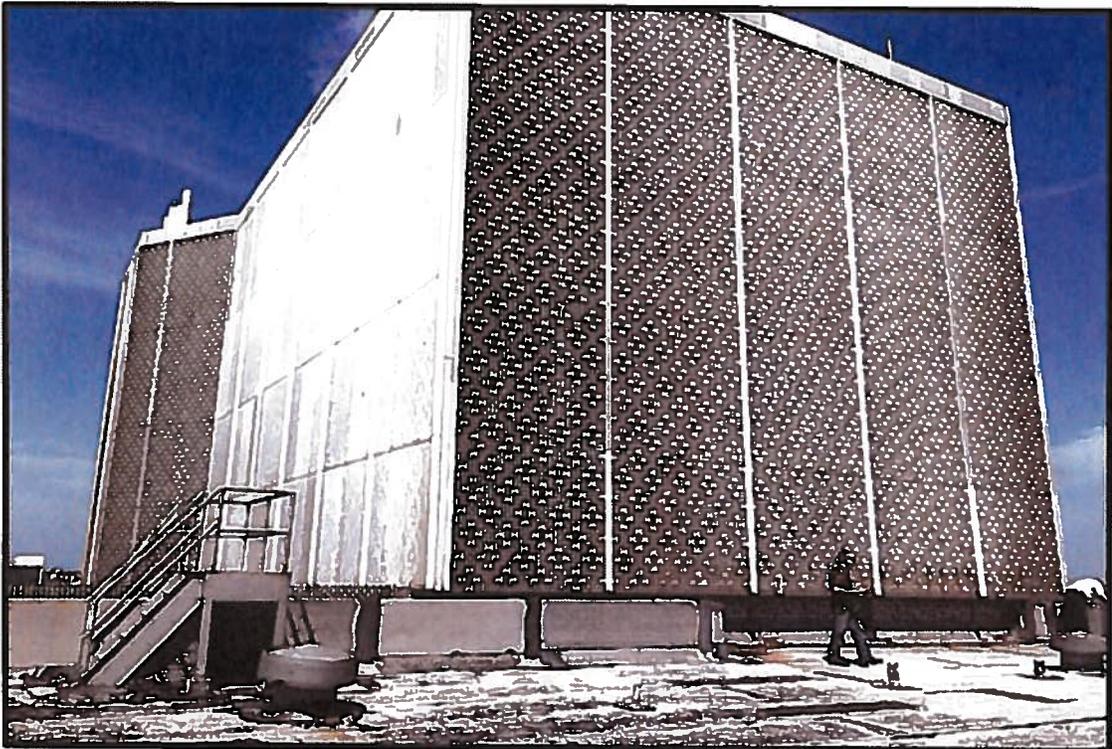
EXTERIOR BANK WALL SHOWING ALUMINUM FAÇADE STRUCTURE



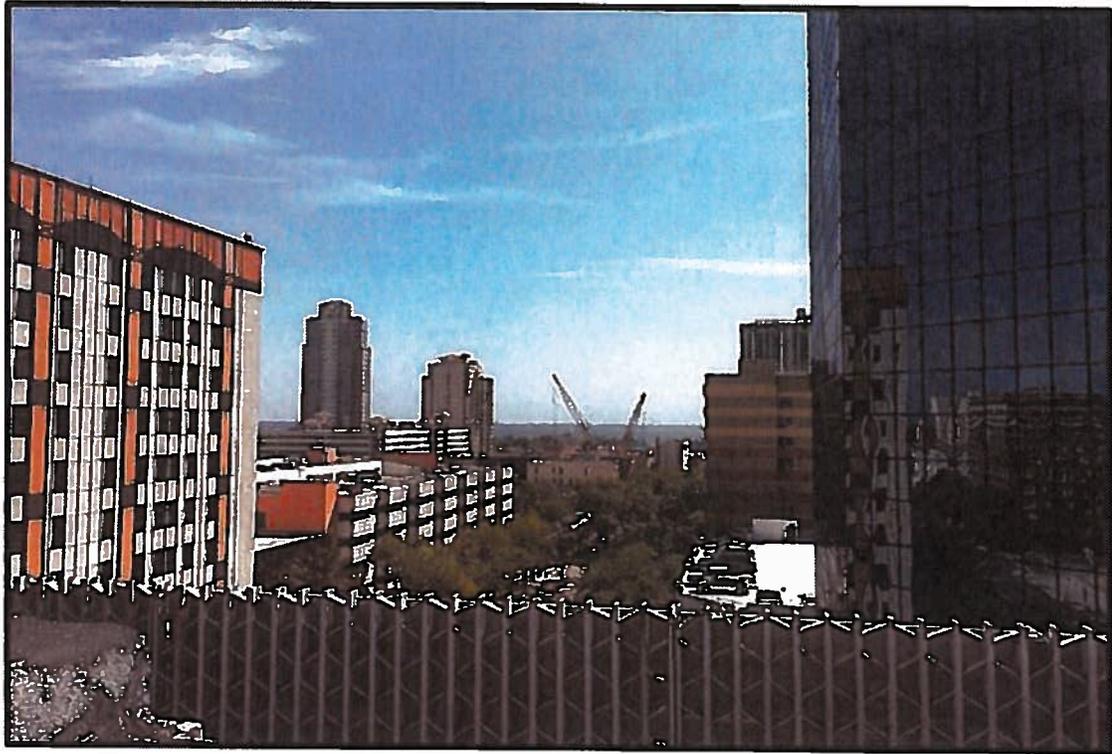
1960S ERA AWNING WINDOWS IN UPPER FLOOR OF BANK



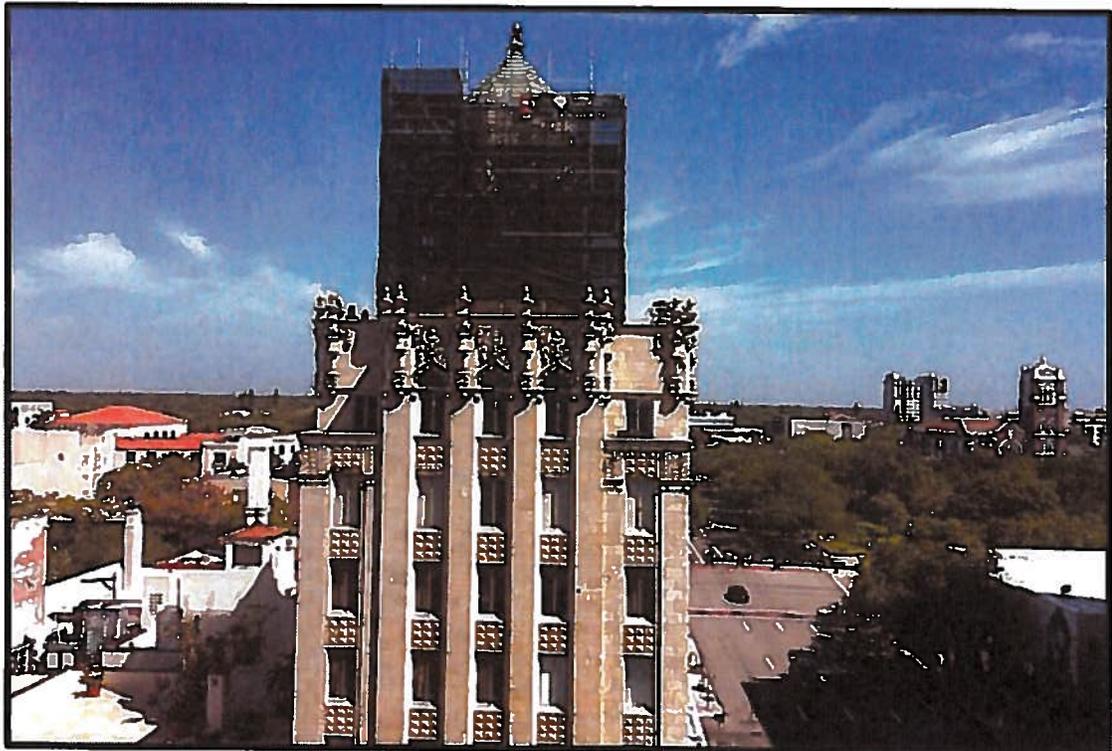
POOR CONDITION OF BANK ROOF



UPPER FLOORS OF OFFICE TOWER FROM BANK ROOF



VIEW EAST TOWARD "ONE" PROJECT AND TAMPA BAY



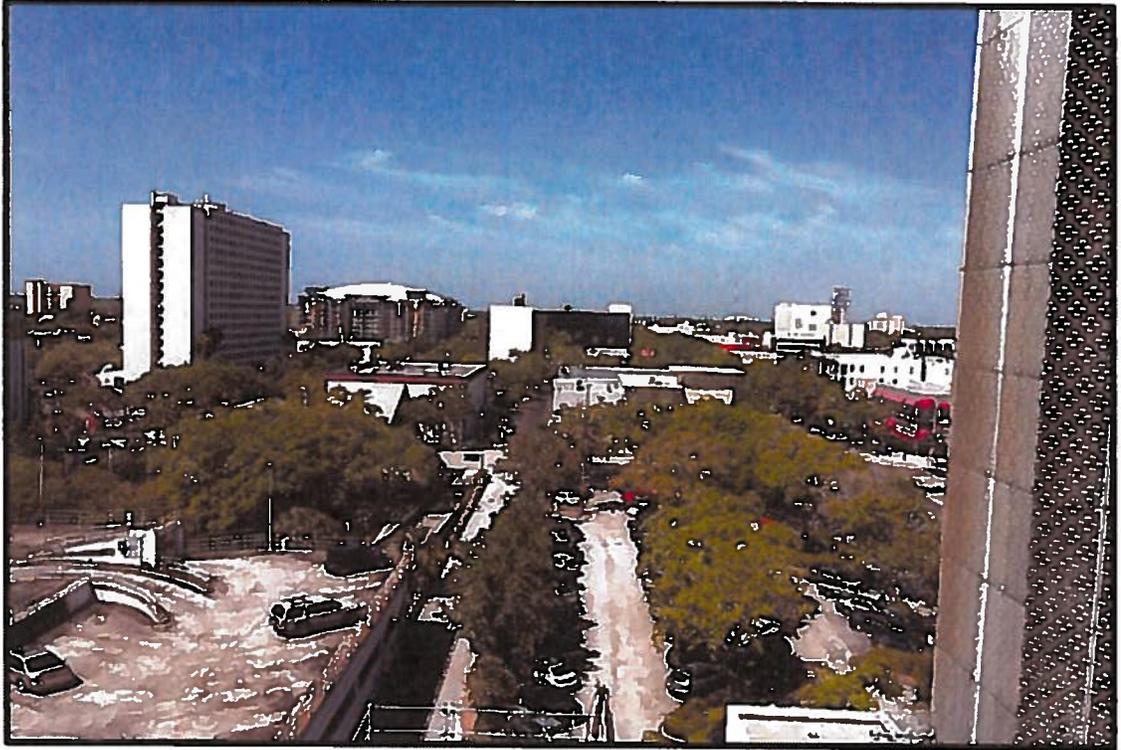
SNELL ARCADE DUE NORTH OF BANK



VIEW SE TOWARD HILTON INN AND NEW APARTMENT BUILDING



TAMPA BAY TIMES OFFICE DUE SOUTH OF SUBJECT



**VIEW WEST SHOWING GARAGE (LEFT) AND BALANCE OF SUBJECT
BLOCK; HERMITAGE PROJECT AND TROPICANA FIELD BEYOND**



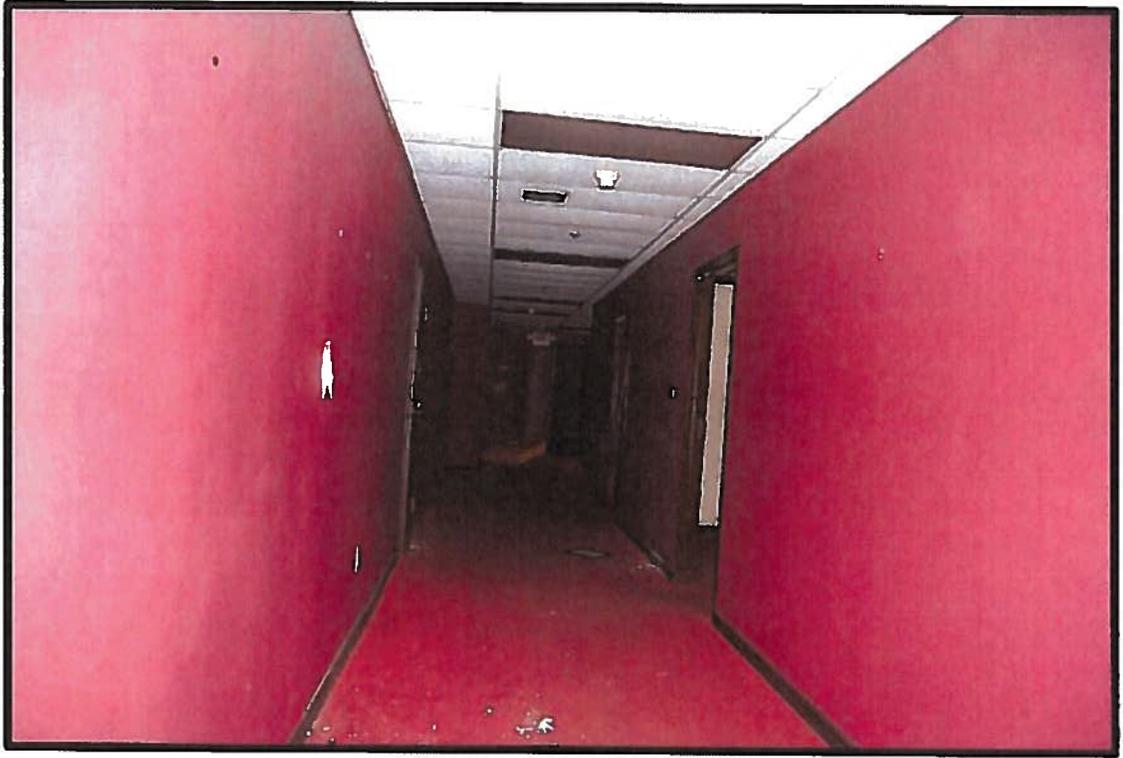
1ST FLOOR ENTRANCE (OFFICE BLDG) FROM PARKING LOT



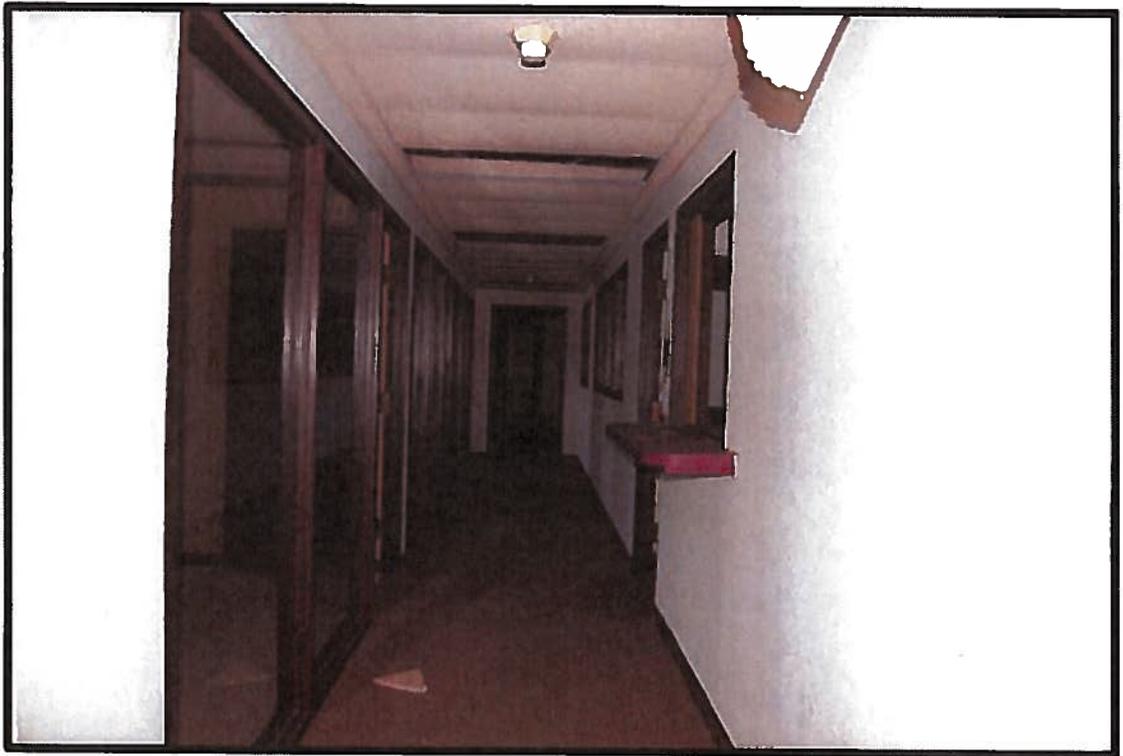
OFFICE IN THE TOWER (OFFICE BLDG)



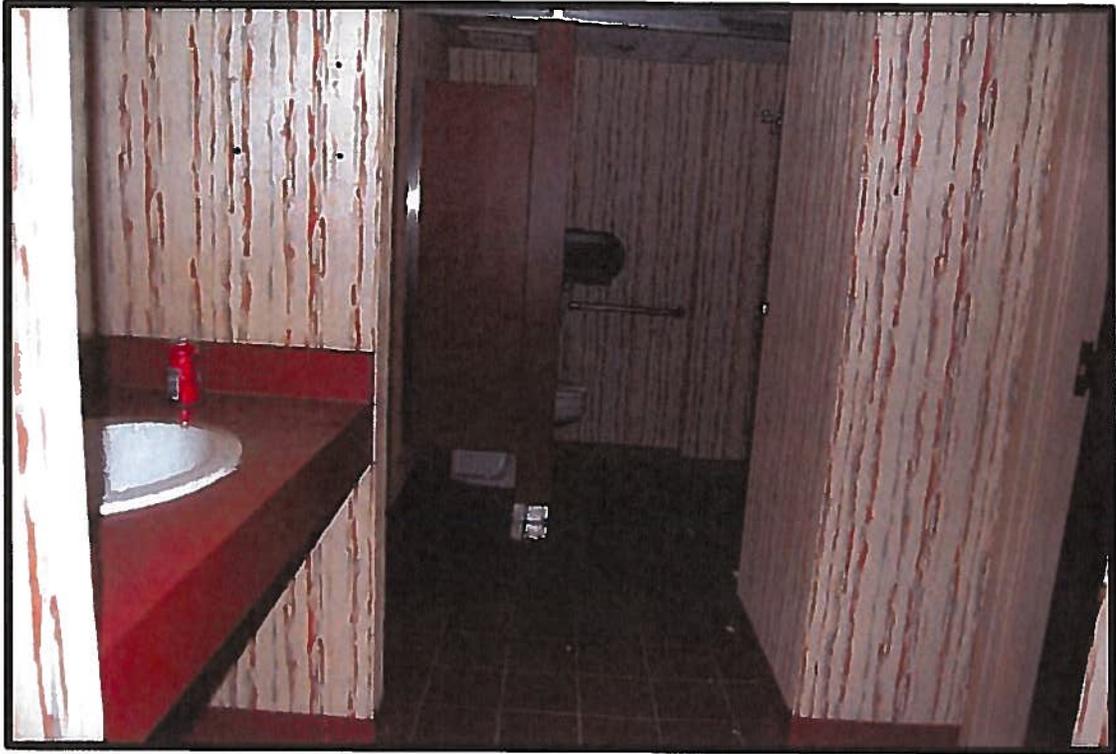
OFFICE IN THE TOWER



HALLWAY IN THE TOWER



HALLWAY IN THE TOWER



RESTROOM IN THE TOWER



VIEW OF PARKING GARAGE FROM 2ND FLOOR FORMER BANK AREA



PARKING GARAGE



CENTRAL AVENUE TO THE EAST



ALLEY ON SUBJECT BLOCK TO THE EAST

ASSUMPTIONS AND LIMITING CONDITIONS

1. The conclusions as to market value contained herein represent the opinion of the undersigned and are not to be construed in any way as a guarantee or warranty; either expressed or implied, that the property described herein will actually sell for the market value contained in this opinion.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
3. No furniture, furnishings, or equipment, unless specifically indicated herein, has been included in my value conclusions. Only the real estate has been considered.
4. The property is appraised free and clear of all encumbrances, unless otherwise noted.
5. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property. It was checked with public records for accuracy. Drawings in this report are to assist the reader in visualizing the property and are only an approximation of grounds or building plans.
6. It is assumed that there are no hidden or unapparent conditions of the property's subsoil or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. Appraiser's conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact upon buildability. Appraiser recommends due diligence be conducted through the local building department or municipality to investigate buildability and whether property is suitable for intended use. Appraiser makes no representations, guarantees or warranties.
8. Subsurface rights (minerals, oil, or water) were not considered in this report.
9. Description and condition of physical improvements, if any described herein, are based on visual observation. As no engineering tests were conducted, no liability can be assumed for soundness of structural members.

10. The appraiser has inspected improvements. Unless otherwise noted, subject improvements are assumed to be free of termites, dry rot, wet rot, or other infestation. Inspection by a reputable pest control company is recommended for any existing improvement.
11. All value estimates have been made contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.
12. It is assumed that there is full compliance with all applicable federal, state, and local environmental laws and regulations, unless noncompliance is stated, defined, and considered in the appraisal report.
13. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non conformity has been stated, defined, and considered in the appraisal report.
14. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
15. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report. The appraiser cannot guarantee that the property is free of encroachments or easements, and recommends further investigation and a survey.
16. Appraisal does not constitute an inspection for compliance with local building, fire, or zoning codes. Reader is advised to contact local government offices to ensure compliance with applicable ordinances.
17. This appraisal report covers only the premises herein; and no figures provided, analysis thereof, or any unit values derived therefrom are to be construed as applicable to any other property, however similar they may be.
18. Certain data used in compiling this report was furnished by the client, his counsel, employees, and/or agent, or from other sources believed reliable. However, no liability or responsibility may be assumed for complete accuracy.
19. An effort was made to verify each comparable sale noted in the report. There are times when it is impossible to confirm a sale with the parties involved in the transaction; however, all sales are confirmed through public records.

20. The appraiser, by reason of this report, is not required to give testimony in court with reference to the property herein, nor obligated to appear before any governmental body, board, or agent, unless arrangements have been previously made therefore.
21. This appraisal has been prepared solely for the exclusive benefit of the client and listed intended users of this report.
22. Estimates of expenses, particularly as to assessment by the County Property Appraiser and subsequent taxes, are based on historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, are affected by external forces, many unforeseeable. While all estimates are based on the appraiser's best knowledge and belief, no responsibility can be assumed that such projections will come true.
23. Responsible ownership and competent property management are assumed.
24. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field.
25. It is my recommendation that the client obtain a qualified engineer, architect, or other ADA expert to inspect the subject, determine the level of ADA compliance/non-compliance, and estimate the cost to bring the property into compliance. Any non-conformity could have an effect on the market value conclusion. Unless otherwise stated, the value conclusion of this appraisal is based on the assumption the property is in ADA compliance.
26. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
27. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

28. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report.
29. The Appraisal was based on the *Hypothetical Condition* that the site is vacant, in fee simple interest, and available for development. At the effective date of valuation the property was marginally improved with obsolete structures, ownership was split between various parties, and some of the block's parcels subject to long term, ground leases. *Hypothetical Condition* is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

PURPOSE, DATE OF APPRAISAL, AND SCOPE:

The purpose of this appraisal is to estimate, with the highest degree of accuracy possible, the market value of the fee simple interest of the CBD block Central Avenue to 1st Avenue South between 4th and 5th Streets, St. Petersburg, Florida 33701. Subject property was inspected on April 6, 2016. Date of this appraisal is April 6, 2016.

Market value is: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”¹

Fee simple estate is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”²

The client for this appraisal is First State Investors 3300, LLC represented by R. Donald Mastry, Attorney. Intended use of this appraisal is to estimate the contributory value of building improvements. The intended users of the appraisal are the client, First State Investors 3300, LLC, The Pheil Family, and the City of St. Petersburg. The appraiser has experience in appraising office buildings and vacant land in the Tampa Bay area. The appraiser is qualified per USPAP to render a professional opinion for this assignment.

¹ *Federal Interagency Appraisal and Evaluation Guidelines*. (Washington, DC: December 2010).

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fifth Edition, (Chicago, Illinois: 2010), page 78.

The scope of the appraisal includes:

- ◆ Subject property “As Improved” is appraised utilizing the Sales Comparison approach. The value of the underlying site is appraised using the Sales Comparison approach;
- ◆ Inspection of the property being appraised and review engineering reports on the construction and condition of the building;
- ◆ Analysis of the markets for downtown office land and office buildings;
- ◆ Description of the property, including researching information on zoning, taxes, the underlying site, the building improvements, and the site improvements;
- ◆ Analysis of highest and best use of subject “as improved” and “as vacant”;
- ◆ Search of land and improved sales of similar properties in the downtown core and improved sales in St. Petersburg that have occurred since January 2013. Sales search included Loopnet and Pinellas Realtor Organization and Florida Gulfcoast Commercial Association of Realtors Multiple Listing Service records. The purpose of the search was to locate representative sale properties, not to identify all potential comparables. Additional sales were taken from our files;
- ◆ Analyze the land sales to estimate the market value of subject site using the Sales Comparison approach;
- ◆ Review the sales and select those most comparable office buildings to subject property, making adjustments for their physical characteristics and conditions of the sale. This process will provide an indication of the market value of subject property utilizing the Sales Comparison approach;
- ◆ Reconciliation of the independent value indications of the property “as improved” and “as vacant” for final market value opinion.

LEGAL DESCRIPTION:

Subject property is legally described as:

Lots A, B, and 1 through 20 inclusive, Block 30, Revised Map of St. Petersburg, as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

Subject legal description is based on a survey which was unattributed and undated, provided by the client. This legal description was checked against plat maps and is believed to be accurate but is not warranted.

Property Ownership and Transfers:

Based on information from the client and a review of Pinellas County Public Records, subject property has not transferred within the past 3 years. The current property owners of various parcels in this block are: First State Investors 3300, LLC, Clarence E. Pheil Bypass Trust, and Robert F. Pheil.

Although this information is believed to be accurate, it is not warranted. No title search was made or caused to be made as a result of this appraisal assignment.

Neighborhood Description:

Subject property is located at the southwest corner of Central Avenue and 4th Street in the core area of St. Petersburg's CBD. St. Petersburg is Pinellas County's largest city, where population increased by 4% during the 1990's to 248,232, according to the 2000 Census. The population in 2010 was 244,769, a slight decrease over the last decade; but then edged up to 245,960 in 2015 (+0.9%).

1st Avenue South, which lies adjacent south, is the inbound, 3-lane (one-way) artery serving the CBD; it carries 10,082 cars per day; 1st Avenue North, which lies one block north of Central Avenue, is the outbound CBD artery; the outbound road carries approximately 10,800 cars per day.

Interstate 275, which extends north and south through St. Petersburg, lies 1.0 miles west of the subject; I-375 is the short spur section flanking the north limits of the CBD; I-175 is the spur at the south limits, which lies just south of Tropicana Field; Tropicana Field, home of the Tampa Bay Rays (MLB) is situated 0.3 miles southwest of the subject property.

The CBD is home to many large, corporate employers and the city's largest office facilities. Progress Energy (now Duke Energy) purchased the downtown site of the Florida International Museum from the city and constructed a 200,000-square foot office complex in the northeast quadrant of the CBD.

Luxury, waterfront units continue to be developed along St. Petersburg's Bayfront area. Anchoring the east central section of the subject neighborhood is Bayfront Tower (258 units), a 29-story residential condominium built in the 1970's which has a commanding view of St. Petersburg's waterfront. After several decades as

the only luxury condominium in downtown, there are now four major residential projects recently completed in the northeast sector of the CBD. These include Florencia, a 50-unit, 21-story condominium (2000); Cloisters, a 14-story, 32-unit condominium (1999); and Vinoy Place and City Homes adjacent to the resort on 5th Avenue NE (105 units). Parkshore Plaza is a 29-story condominium tower with townhouse units over commercial space at the perimeter, located at Beach Drive and 3rd Avenue North; the 120-unit project was completed in 2006. Three additional condominium projects, Ovation, Signature Place, and 400 Beach, were completed at the end of the boom period in the 2000's. The five-star, Vinoy Renaissance Resort Hotel is located on the bayfront at 5th Avenue NE.

The table below illustrates the geographic dispersion of condominium development in the CBD in the 40-year period 1975 through 2014:

Condo Projects	Bldgs	Units
Bayfront Area	8	503
CBD Core	3	620
CBD Fringe	12	735
Totals	23	1,858

This table chronicles the pace of condominium development in Downtown St. Petersburg over the last four decades:

Period	Yrs	Total Units Developed	Units Per Year	Variance from 40-yr Rate
1975- 2014	40	1,858	46	0
1980- 2014	35	1,600	46	0
1990- 2014	25	1,504	60	+30.4
2000- 2014	15	1,442	96	+108.7
2000- 2007	8	1,063	133	+189.1
2008- 2014	7	379	54	+17.4

We can see the increasing velocity of development that commenced in the 1990s with an initial jump of 30.4%, which was then followed by the exuberant boom of the early 2000s decade. The most recent period is impressive in that it followed the devastating shakeout in 2007 and 2008, where many of the units last developed were wholesaled by lenders at greatly reduced prices.

If we assume a ratio of 1.5 persons per new condominium unit developed, the population increase since 2000 would be +2,163. Factoring in the price levels of these units, it is obvious that this population surge is likely in the upper 10% of Pinellas County residents in terms of household income.

The southwest CBD near Tropicana Field also participated in the recent boom period (2000 to 2006) residential renaissance in Downtown St. Petersburg. 1010 Central is a 116-unit, 5-story condominium with parking garage in the center of the complex; it also features retail units at street level along Central Avenue. The residential units in 1010 sold out quickly after completion in 2007 at prices from \$200,000 to \$400,000 MOL; however, many of the units were purchased by investors anticipating a spike in re-sale prices that never came. In fact, re-sales in 1010 suffered substantial declines (40%+) in the depths of the collapse (2009 through 2012). There were several other condominium and townhouse projects planned and approved in the west CBD during the boom period. A number of the smaller projects were developed in the immediate subject vicinity.

Somewhat earlier, in 2012, the CBD core market began a strong resurgence with a total of \$20

million of land purchases; these transactions involved 8 prime CBD parcels, which were acquired for apartments, mixed-use projects, bank, restaurants, and one future project.

The largest entry into the **Edge** market was the 358-unit, rental apartment complex (Fusion 1560), which was completed in 2011 on a 3.24-acre site at Central Avenue and 16th Street, adjacent north of Tropicana Field. This ambitious project by an Ohio-based developer is a 5-story structure surrounding a massive, concrete parking garage. The property was acquired in 2007 at a land cost of \$68.75 per square foot (including engineering plans, etc.). There were also some extraordinary land development costs for this site, which abuts Brooker Creek. This property was recently purchased by a Chicago-based investment fund for \$57.5 million, or \$160,615 per unit.

A similar sized apartment complex in the CBD, Beacon 430 (326 units), was acquired in September 2015 for \$84.5 million (\$259,202 per unit). This was one of the major downtown land acquisitions of 2012 involving the Times Publishing Company parking lot at the southwest corner of 4th Street and 3rd Avenue South; it closed in December 2012 at \$6.0 million for the 4.3-acre site (\$32.03 per square foot).

Four blocks west of the subject site The Hermitage is nearing completion; this 348-unit apartment project is 8 stories with adjacent parking garage; the 2-acre, city block site was purchased in April 2014 for \$5.25 million, or \$59.66 per square foot.

Just south of the CBD is the city's largest concentration of health care facilities; Bayfront Health St. Petersburg (502 beds) is 0.4 miles

south of the subject and All Children's Hospital (216 beds) had adjoining campuses along 6th Street South; All Children's then abandoned its old facility and constructed a new, 240-bed, 1M-square foot hospital just north of Bayfront (0.3 miles south of subject); the \$300M project, which includes a 1,000-space parking garage, was completed in late 2009. All Children's is now associated with Johns Hopkins Medical Center.

Sembler Co. and ZOM Development, Inc. in 2003 completed construction of a 28,000-square foot Publix grocery store, CVS drugstore and local retail shops at 3rd Avenue and 3rd Street South, site of the former Dew Cadillac dealership (0.2 miles southeast). A larger Publix store is now under construction in the 700 block of Central Avenue.

Bay Walk, a \$30 million, 130,000-square foot entertainment and retail complex, had been very successful from its opening in 2000 through 2007; after that time the center lost some key tenants and later fell into foreclosure. A local businessman, Bill Edwards, has since purchased the complex and completely rebuilt it with a new design and tenant mix; it is now known as Sundial at St. Pete; tenants include Ruth's Chris Steak House, Locale Market, Sea Salt (from Naples), Diamonds Direct, Marilyn Monroe Spa, Tracy Negoshian (designer fashions), Chico's, White House Black Market, and Muvico (cinema).

Another important attractor for the CBD is St. Anthony's Hospital (member of Baycare health network), a 395-bed facility located between 9th Avenue and 5th Avenue North (west of M.L. King Street). It should be noted that the newest addition to the St. Anthony's campus is a 3-story medical office (Suncoast Medical Group), which

is a LEED project with solar energy array mounted on its roof. In 2011 the hospital completed a 3-story emergency department; a 6-story parking garage was added on the south side of the campus.

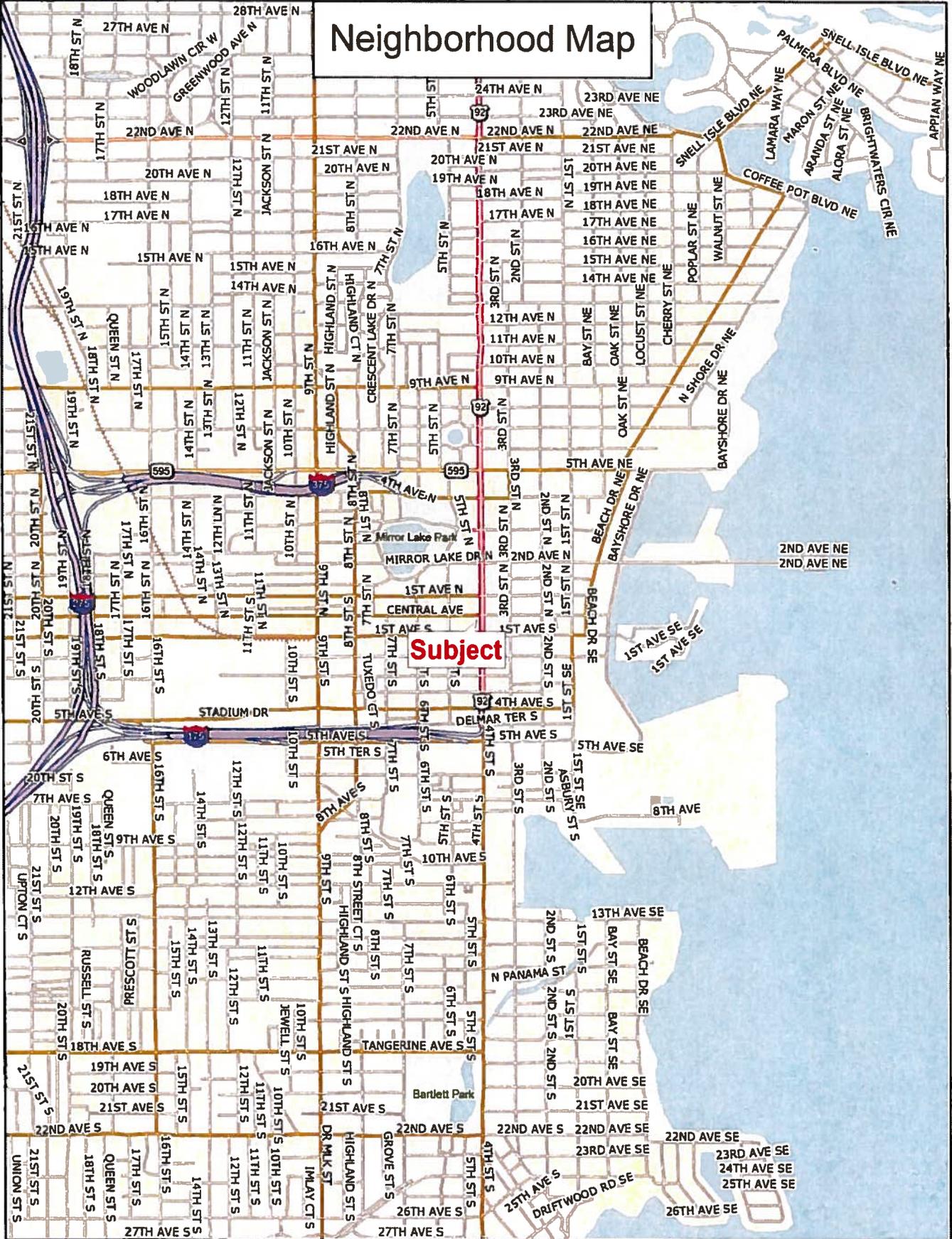
The largest and most dramatic project in the CBD is One St. Petersburg, a 41-story, mixed-use development located on a city block (same size as subject) and 2 blocks east; this site was purchased by Kolter Development in July 2014 at the historic price of \$196.02 per square foot; the project commenced earlier than anticipated due to robust advanced sales of the condominium units (253 total); the west end of the block will house a 173-room, Hyatt hotel.

The St. Petersburg CBD is an area that has been completely transformed in the last 10 years. The most dramatic change has been the introduction of several hundred multi-family housing units in the form of townhouses, city homes, high-rise condominiums, and rental apartments. The majority of these units are high quality, high cost homes that have attracted upper income residents from the Tampa Bay area and far beyond.

Land values in the CBD escalated dramatically from the \$25.00 to \$100.00+ per square foot range in the final years of the boom. Following the credit collapse of 2008 there was the expected decline in land values, consistent with other areas of Pinellas. There were very few transactions from 2009 through 2011 as owners with high bases in sites waited for a market turnaround. Some properties could not wait and fell into foreclosure; many of these were then sold in 2012, as noted earlier (\$20.0 million in transactions in 2012).

Since 2012 the downtown St. Petersburg market has been explosive in its recovery. In fact, prime CBD land prices (\$175.00 to \$196.00 per square foot) have easily eclipsed the levels of the 2004-2005 boom. St. Petersburg's CBD has reached a critical mass in the last 10 years in terms of new residents, employers, entertainment venues, and international reputation such that, it is now leading the county and Tampa Bay area in the emerging market recovery.

Neighborhood Map

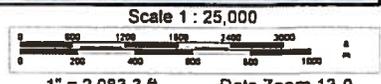


Subject

Data use subject to license.

© DeLorme, DeLorme Street Atlas USA© 2013.

www.delorme.com



PUBLIC SERVICES AND UTILITIES:

The following public services and utilities are available to subject site:

Electricity:	Duke Energy Florida
Telephone:	Frontier Communications
Water:	City of St. Petersburg
Sewer:	City of St. Petersburg
Police Protection:	St. Petersburg Police Department
Fire Protection:	St. Petersburg Fire & Rescue
Public Transportation:	Pinellas Suncoast Transit Authority (PSTA)

Public services and utilities for subject property appear to be adequate to support existing, or a wide range of potential uses for subject property.

TOBIAS REALTY ADVISORS, LLC

ZONING:

District: DC-C, Downtown Center-Core, by the City of St. Petersburg

Purpose: To require the base all buildings to create and maintain a strongly defined street edge, while allowing and encouraging larger and taller buildings to be constructed above and stepped back into the property.

Permitted Uses (Selected): Permitted uses include: Multi-family residential, hotel, office, restaurant/bar, retail sales and services businesses, museums, child care facility, schools, and government buildings.

Special Exception (Selected): Special exception uses include: Assisting living facility, group homes, and nursing homes.

Use Regulations: Each of the zoning sub-districts is subject to compliance with regulations governing appearance from adjacent streets. There is provision for bonus density for meeting certain development goals.

Floor Area Ratios (F.A.R.):

	DC-C	DC-1, E. of MLK	DC-1, W. of MLK	DC-2	DC-3
Base F.A.R.	4.0	3.0	3.0	3.0	2.0
Bonus—Streamline	4.0 – 8.0	3.0 – 7.0	3.0 – 5.0	3.0 – 5.0	2.0 – 3.0
Bonus—Public Hearing	> 8.0	> 7.0	5.0 – 7.0	5.0 – 7.0	3.0 – 4.0

Floor Area Ratio Bonuses: All projects within the Downtown Center districts may utilize bonuses to receive greater development rights. These bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights. Sites receiving bonus FAR

shall not exceed the Maximum Intensity allowed for the site. The bonuses vary between sub-districts and types. Please consult the zoning code for specific details.

Setbacks:

The setbacks vary between zoning sub-districts and do not lend themselves to being easily summarized. Minimum setback on street face is 0 feet, which increases to 10 or 20 feet as the building height increases. The height triggering the greater setbacks varies from 20 to 200 feet. Minimum setbacks between buildings range from 0 to 80 feet, depending on the specific district, the abutting wall, and the building height.

Off-Street Parking:

Parking varies depending on use and location. For example, offices are required to have one parking space for each 500 square feet in the "Downtown Center."

In the "Downtown Center," parking requirements for various uses are (1 space per):

General Office	500 square feet
Medical Office	500 square feet
Restaurant	500 square feet
Retail Sales	500 square feet

Comprehensive Land Use Plan Designation:

CBD, Central Business District, and Activity Center by the City of St. Petersburg

Zoning Conformity:

Subject improvements are consistent with the underlying zoning.

Comments:

As indicated in the above description, the City of St. Petersburg's Development

Code is quite complex. It includes information on ensuring that development is compatible with surrounding properties and contributes to the character of the neighborhood. There may be additional requirements for some permitted or special exception uses in this zoning classification. The above information is intended to provide a brief overview of the code; however, the reader is advised to consult the actual code and the City of St. Petersburg for a more complete understanding of rights and restrictions of this Land Development Regulation.

TOBIAS REALTY ADVISORS, LLC

PROPERTY ASSESSMENT AND TAXES:

Property under appraisal is in Tax District SP, City of St. Petersburg, which had a 2015 millage rate of 22.7869. One mill is equivalent to \$1.00 of tax for each \$1,000 of assessed value. The property is identified by the Pinellas County Property Appraiser's Office as follows:

#	Parcel #	Owner	Ass'd. Value	Taxes
1	19-31-17-74466-030-0001	First State Investors 3300, LLC	\$415,000	\$9,456.56
2	19-31-17-74466-030-0002	First State Investors 3300, LLC	\$162,000	\$3,691.48
3	19-31-17-74466-030-0010	Clarence E. Pheil Bypass Trust	\$725,000	\$16,520.50
4	19-31-17-74466-030-0030	Robert F. Pheil	\$287,512	\$6,551.51
5	19-31-17-74466-030-0050	First State Investors 3300, LLC	\$762,025	\$17,364.19
6	19-31-17-74466-030-0081	First State Investors 3300, LLC	\$46,750	\$1,065.29
7	19-31-17-74466-030-0090	First State Investors 3300, LLC	\$374,000	\$8,522.30
8	19-31-17-74466-030-0110	First State Investors 3300, LLC	\$510,000	\$11,621.32
9	19-31-17-74466-030-0160	First State Investors 3300, LLC	\$102,000	\$2,324.26
10	19-31-17-74466-030-0170	Clarence E. Pheil Bypass Trust	\$306,000	\$6,972.79
11	19-31-17-74466-030-0200	First State Investors 3300, LLC	\$236,300	\$5,384.54
Totals			\$3,926,587	\$89,474.74

Taxes are due in November, when a 4% discount is allowed; discount decreases by 1% per month until March, when there is no discount. The Pinellas County Tax Collector reports that 2014 taxes have been paid.

Analyzing the assessments provides an understanding of the County Property Appraiser's analysis of subject property. First considering the vacant parcels we have:

Vacant Parcels

Parcel Lot	Ass'd. Value	Adjusted Value	Ass'd Val./ Adj'd. Val.
0030	\$287,512	\$369,000	77.92%
0050	\$762,025	\$978,000	77.92%
0081	\$46,750	\$60,000	77.92%
0090	\$374,000	\$480,000	77.92%
0110	\$510,000	\$640,000	79.69%
0160	\$102,000	\$128,000	79.69%
0170	\$306,000	\$384,000	79.69%
Totals	\$2,388,287	\$3,039,000	

The tax cards indicated an “adjusted value” for the land, which reflects the Property Appraiser’s estimate of its market value. Under Florida law the assessment is adjusted for the “8th Criteria”, which requires the assessor to estimate the net proceeds of a sale of the property after deduction of all normal fees and costs...” When considering the assessed value of vacant land as a percentage of the adjusted value, it was 77.92% for parcels 0030 through 0090, which front on Central Avenue. The vacant parcels fronting on 1st Ave South being parcels 0002 and 0110 through 0170, have assessed values representing 79.69% of their Adjusted Values. Considering the total assessments of the improved parcels and applying these ratios to the “Adjusted Values” of their underlying land, it is possible to calculate the assessed values of the underlying sites. Deducting the land assessment from the total assessment provides that portion of the assessment attributable to the building improvements. This is shown as follows:

Improved Parcels:

Parcel Lot	Ass'd. Value	Land Adj'd. Value	Ass'd. Val. \ Adj'd. Val.	Assessed Value (A.V.)		Bldg. Area S.F.	Bldg. A.V./ Sq. Ft.
				Land	Bldg.		
Office Buildings							
0001	\$415,000	\$300,000	77.92%	\$233,760	\$204,100	30,000	\$6.80
0002	\$162,000	\$160,000	79.69%	\$127,504	\$34,496	8,205	\$4.20
0010	\$725,000	\$513,000	77.92%	\$399,730	\$325,270	62,190	\$5.23
Totals	\$1,302,000	\$973,000		\$760,994	\$563,866	100,395	\$5.62
Parking Garage							
0200	\$236,300	\$128,000	79.69%	\$102,003	\$134,297	64,104	\$2.09

The above analysis shows that after deducting the assessed values of the land from the total assessed values for the individual parcels, the amount of the assessed values of building and site improvements remains. Based on these assessments, using the building areas from the County Property Appraiser tax parcels, the property tax assessment attributable to office building improvements can be calculated on a per square foot basis. This shows that the office building assessments, exclusive of land, average \$5.62 per square foot of office area; the parking garage improvements, exclusive of land, have an assessment of \$2.09 per square foot. These assessments of obsolete improvements are consistent with our independent market research.

SITE DESCRIPTION:

Physical Location:	Subject property is the CBD block from Central Avenue to 1st Avenue South from 4th Street to 5th Street, St. Petersburg, Florida 33701.
Land Area:	Subject property has a total land area of 99,000± square feet, including alley (8,000± square feet).
Data Sources:	Information was based on an unattributed and undated survey provided by the client and Pinellas County Property Appraiser plats and records.
Configuration:	Rectangular
Primary Frontage:	450± feet frontage on the south side of Central Avenue and north side of 1 st Avenue South.
Secondary Frontage:	220± feet on the west side of 4 th Street and east side of 5 th Street.
Current FAR:	1.14
Zoning Base FAR:	4.00
Topography/Drainage:	Subject site is generally level and above road grade.
Flood Zone Designation:	Subject property is located in Flood Zone X(unshaded), an area outside of the 500 year flood plain, according to Federal Emergency Management Agency Map Panel 12103C-0219G dated September 3, 2003.
Tract Dimensions:	450± feet x 220± feet
Easements\Encroachments:	There is a 20± foot wide alley right-of-way extending from east to west through the

middle of the block. Although this could likely be vacated in the event of redevelopment of the entire block, it is unknown what utilities are located within this right-of-way which may need to be relocated in the event the right-of-way was vacated. In some cases developers will maintain a utility easement in a vacated alley to avoid the cost of relocating utilities.

Soil Conditions:

Unknown. No unusual settling was noted with subject improvements. For purposes of this appraisal it is assumed there are no adverse subsoil conditions, although this is not warranted.

Visibility from Street:

Subject site has good visibility from all of its surrounding streets.

Access:

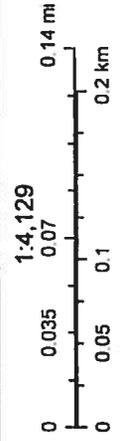
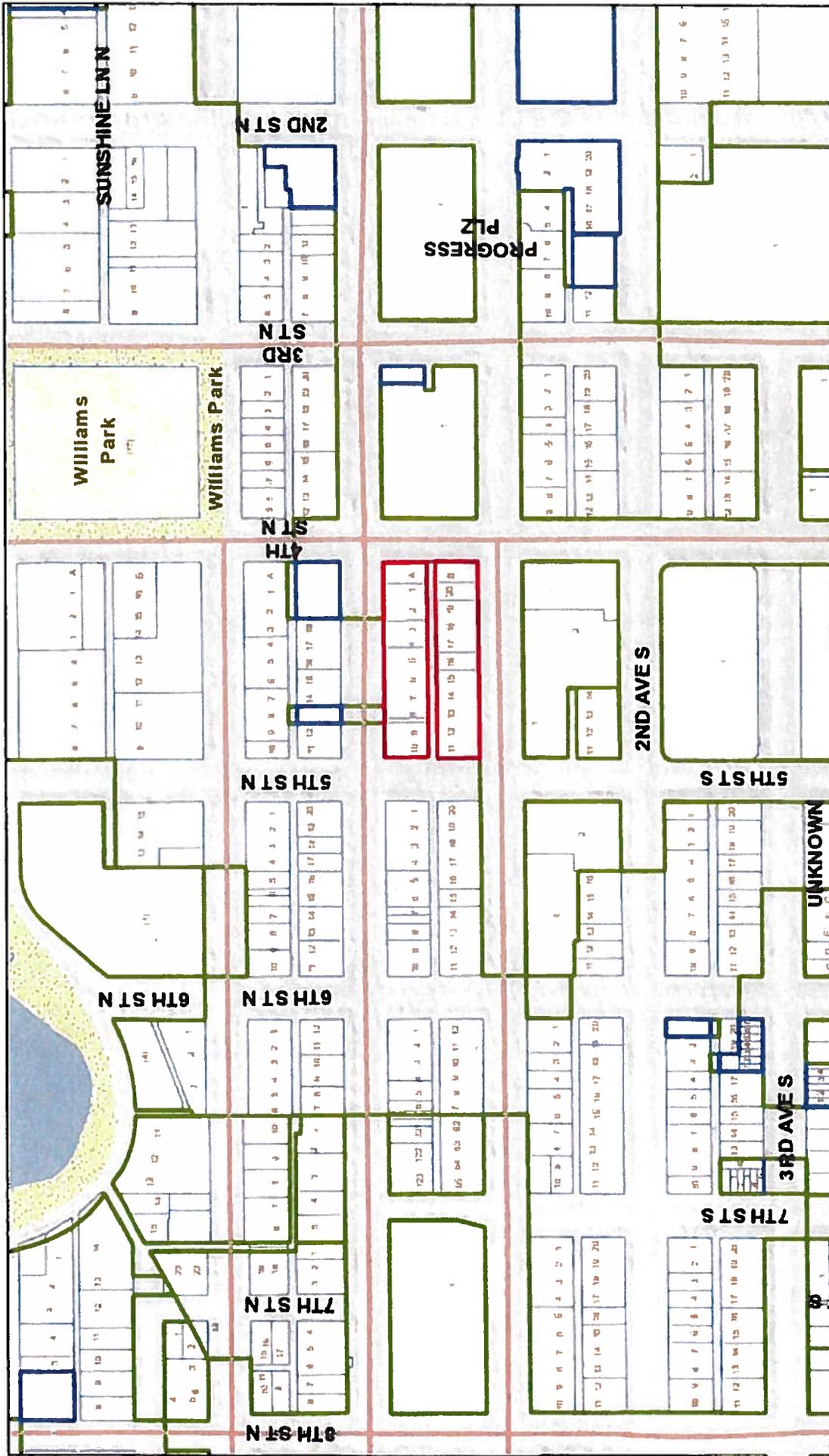
Vehicular access to the site is available from the alley right-of-way extending through the block, and curb cuts on Central Avenue, 1st Avenue South, and 5th Street.

Conclusion:

Subject is an entire block in downtown St. Petersburg located on the corner of Central Avenue and 4th Street. It is near the westerly edge of intensive development in the downtown area. Unlike most of the comparable sales, subject site is on Central Avenue, a street with a significant amount of pedestrian traffic. As a result, the site would support retail, commercial, or office uses as part of a mixed use development on the site. Many of the comparable properties are on secondary sites in the central business district which are most suitable for residential development only, although the other commercial uses may be legally permissible for these comparable sites.

It should also be noted that many of the developers in the area want to develop an entire block and don't have an interest in smaller sites. The fact that subject represents an entire block is a strong benefit to its value since developers don't have to assemble a block consisting of multiple ownerships.

Plat Map



April 3, 2015



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
PINELLAS COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 219 OF 377
(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:
COMMUNITY NUMBER: 12103362196
ST. ATTENDING: CITY OF

MAP NUMBER
12103362196

EFFECTIVE DATE:
SEPTEMBER 3, 2003



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Flood Map

IMPROVEMENT DESCRIPTION:

Data Source:	Field inspection of the exterior and interior of subject improvements on April 6, 2016; analysis of a Property Condition Report, dated March 10, 2004, prepared by Eckland Consultants, Inc.; floor area measurements prepared by Reynolds, Smith, and Hills, Inc. dated 08/30/2004; and analysis of Pinellas County Property Appraiser's records.
General Description:	Office buildings constructed in stages between 1912 and 1960.
Year Built:	1912, 1920 & 1960
Improvement Age:	Actual, 56, 96 & 104 years Effective, 40 years
Remaining Economic Life:	0 Years
Building Size:	Subject improvements have a leasable area of 87,754± square feet. Gross area of the buildings is 112,793± square feet. A breakdown of these areas is included in the addenda.
Floor Plan:	The first floor of the buildings includes lobby and office areas. Upper floors are generally finished as offices. The former bank space consists of multiple office areas that are accessed by walking through other bank offices. To facilitate flow to the various spaces; a common corridor would be required through these areas, which would provide each work area with access to elevators, stairways, and restrooms (obsolescence issue).
Building Condition:	Fair to poor condition with extensive vandalism and deterioration. Existing finishes are dated and would have negative effect on the market rent and value of subject property.

Heat and Air-Conditioning:	Multiple split air conditioning systems through the buildings including some that utilized a cooling tower, which reduces operating costs; operational integrity of systems is uncertain as building has been vacant 10+ years.
Foundation:	Pinellas County Property Appraiser records indicate there are spread footers and "special" footers. These may include driven concrete piles.
Exterior Walls:	Exterior walls include bricks, concrete blocks, and hollow tile, with a stucco coat. There is a decorative aluminum screen around upper portions of the building and some marble located around some lower portions of the buildings. It should be noted that the masonry walls under the screening are in poor condition with a need to: tuck point the brick, seal and paint the stucco, seal the windows, and clean and repair the decorative aluminum screening. Structural integrity of exterior walls is questionable per building engineer.
Roof:	Based on Pinellas County Property Appraiser data the roof structure is reinforced concrete and the roof cover is built-up composition, or equivalent. The roof structure also includes some steel joists or beams. The Eckland Consultants report indicates the roof cover is a membrane. Bank roof was observed in poor condition.
Windows:	There are a variety of windows in the building including fixed pane, single hung, and awning windows. It should be noted that many areas of the building do not have sufficient windows, which results in a less favorable office environment. The areas on the south and west side of the 1 st , 2 nd and

	<p>3rd floors of the buildings on Central Avenue and building on 1st Avenue South have virtually no windows.</p>
Doors:	<p>Aluminum and glass exterior doors at customer entrances, solid core utility doors at service entrances to the building. Interior doors are generally wood.</p>
Floors:	<p>Concrete on grade ground floor structure and elevated concrete floor structures for other floors. Floor covering includes a variety of finished including carpet and ceramic tile (poor condition in most areas).</p>
Interior Walls:	<p>There are a variety of interior walls which are estimated to be over wood or metal frames. They included paint or wallpaper over gypsum board, wood paneling, and fixed pane windows.</p>
Ceilings:	<p>There are painted gypsum board and suspended acoustical ceilings in finished portions of the building.</p>
Electrical:	<p>Electrical plans were not available. It appears that some electrical components have been changed over the years. It is assumed electrical service is adequate to support a wide range of light office or retail uses, although this is not warranted.</p>
Plumbing:	<p>There are men's and women's restrooms throughout the building.</p>
Other Features:	<p>There are 2 elevators providing access to the 6 story building and 2 elevators providing access for the 11 story building. There is also an escalator providing access from the 1st floor to the 2nd floor of the former bank.</p>
Site Improvements:	<p>There is a parking garage on the south side of the site. The building, which apparently</p>

was constructed in 1960, steps up within each floor with a ½ story change in elevation between the north and south halves of the garage. This garage has a total of 176 spaces. In addition, the first floor of the garage has multiple drive-thru banking lanes. A surface parking lot is located in the northwest quadrant of the site that has a total of 55 parking spaces.

Design Factors:

The following are comments on the design of subject buildings:

- Subject property includes buildings that were designed and constructed between 1911 and the 1960s. The two towers are adjacent to each other, however, only connect on a few floors. As a result, each building has its own sets of elevators and restrooms on each floor. This also restricts the ability to have a common corridor to facilitate circulation through the buildings.
- The 11 story tower has gross dimensions of 42± feet by 85± feet on each floor. With a 5 foot hallway extending down the middle of the short side of the floor, there is a significant loss in usable space and each office is 17.5± feet deep. Newer buildings typically have a minimum width of 85 feet to provide 40± office spaces on each side of a 5 foot hallway. As a result, the load factor on these floors is nearly 1.6, versus 1.2 or less for most office buildings in this market.
- Load factor is the rentable area divided by the usable area. As a result a tenant pays rent on nearly 1.6 square feet versus paying rent on 1.2 feet for each usable square foot of office they occupy. It should be noted that if a single tenant occupies an entire floor the common hallway becomes usable space and the load factor declines.
- Large portions of the 1st, 2nd, and 3rd floors of the buildings have spaces designed divided into large tenancies. In addition, one of these spaces on the 3rd floor is accessed using an unfinished hallway\ ramp from the elevator lobby in the east building, not a suitable entry for a firm's clients to use.

- There are virtually no windows along the south and west walls of the lowest 3 floors of the building, which creates undesirable office space. The upper stories of both buildings have more windows.
- The probability of finding a tenant to rent the 50,000+ square feet previously occupied as a bank in this building is zero. Many of the larger banks which had major offices in both downtown Tampa and St. Petersburg have consolidated their operations in Tampa and closed their larger downtown St. Petersburg offices. There is also no market demand for bank lobbies with wide rows of teller stations. As a result, there is a high probability that there is no demand for the former bank space as designed and the large office areas on the 1st, 2nd, and 3rd floors would have to be entirely reconfigured.
- First Central Tower, at 360 Central Avenue, was owned by a large insurance company that occupied a number of entire floors in the building which were used for back office operations. When Osprey S.P. Properties acquired the building, they converted the floors from single to multiple tenant occupancy by constructing a common hallway through the floor which provided access to each tenancy, restrooms, elevators, and stairwells, and divided the floors into multiple occupancies. The cost was \$40± per square foot and the changes increased the load from 1.10 to 1.18. This occurred since the hallways that were part of the original units became part of the “common area” of the building. Dividing the first 3 floors into smaller units would be estimated to decrease the usable area by 10%± for the former bank space on the first 3 floors. The load for subject building is 1.22. If the 50,000± square feet of bank space were to be converted to multi-tenant space, at least 10% of the space would be converted from usable area to common area the load would increase to 1.32. When speaking with leasing agents, those with loads higher than 1.18 limited the load they capped their load 1.18 which they indicated was the maximum they could pass-thru in rent to tenants this market. As a result the leasable area was effectively reduced. This would likely occur if subject converted the former bank space to an area with smaller units.
- The original buildings were constructed when there were limitations on the distance that beams could span, resulting in far more support columns and narrower office suites than most modern mid-rise office building.

- The lack of demand for subject space was noted in a rent roll from January 2004 which showed that only 7,811 square feet of its 27,441 square feet of non-bank space was leased with a vacancy rate of 71.5%. This compares with a 7.5% vacancy reported in downtown St. Petersburg office space reported in the Maddux Report for that time period. Subject building was being managed by Colliers Arnold, a well-respected commercial real estate firm in this market.

Comments:

Subject property benefits from having a prime location in downtown St. Petersburg. The improvements are poorly designed and have little market demand based on the configuration of the large office suites in the majority of the buildings. Interior and exterior finishes are dated, and with large publicly held firms, such as banks, striving to create a positive image in the community, a branch or office in this building would not be appealing to them.

Demand for office space in the downtown area is increasing. After years of the majority of new tenants coming from other buildings in the downtown core, there is finally growth from outside of the market. Many of the new larger users moving into the market are selecting space in Class A offices in the market. This increased demand has also permitted rents to firm up or increase, and a reduced the amount of concessions landlords must make to lease out a space.

MARKETABILITY:

The market for sites and office space in downtown St. Petersburg has improved significantly over the past several years. If subject were listed with a knowledgeable Realtor near its market value, it would have been expected to sell within 18 months (Exposure Time). The time to close is longer than typical since the property will likely sell as a redevelopment site which takes longer for a purchaser to receive government approvals for their proposed plans, which they would require before closing on the transaction. Marketing time, the time anticipated to sell the property if it were listed today, is also estimated to be 18 months.

HIGHEST AND BEST USE:

Highest and best use is defined as: “The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. Alternatively, the probably use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.”³

Highest and best use is based on several criteria, being:

1. Legally permissible—Subject is zoned DC-C, which permits a wide range of office, residential, and commercial uses. The DC-C zoning has a permitted Floor Area Ratio (F.A.R.) of 4.0 to 1, which can be increased to 8.0 to 1, with bonuses, for items such as including public art at the pedestrian sidewalk level, or screening parking from public view. This zoning district permits the most intensive development of all of St. Petersburg’s zoning districts. With the basic F.A.R., subject would permit a development of 396,000 square feet, which could increase to 792,000 square feet with bonuses. This permitted density is far greater than the existing 112,793± square feet of office buildings, indicating existing improvements are not efficiently utilizing the site.
2. Physically possible—Consisting of the entire block, with a total of 99,000 square feet and frontage on 4 streets, the site is suitable for a wide range of potential uses. This site is similar in size to other blocks developed with of-

³ Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago, Illinois: 2010), page 93.

fice buildings and residential units in St. Petersburg's Downtown Core Districts. One St. Petersburg, a 41-story, mixed-use project, is currently being developed on a similar, whole-block site two blocks east of the subject.

3. Financially feasible—As demonstrated by recent sales, a number of residential and mixed use developments have been completed over the past few years and there continues to be strong demand for sites in the Downtown Core.

The existing buildings are financially infeasible. Such a use would generate little net operating income; the land alone would require a *net* building rent of \$10.60 per square foot to return 6% on invested capital. If the property was assessed at 75% of current market value, the annual tax burden would be \$265,000, or \$3.02 per square foot of rentable area. The structures would have to generate full service rents of \$20+ per square foot to achieve a minimal return. This rent level is only found in newer, Class A buildings in the "CBD. A relatively small Class C building on a large valuable site is similar to an older, small house on a premium waterfront lot; it is likely to be razed and the site redeveloped since the underlying land value exceeds the value of the lot with underdeveloped improvements.

Class C offices typically receive rent that is 25% to 30% lower than Class A offices in the market, yet the operating expenses for such things as utilities, air conditioning, and maintenance are nearly as much as the better building. This is due to the fact that the equipment, such as air conditioning systems, tends to be older and less efficient. In addition, the building envelope is likely to experience more loss of conditioned air than a newer structure.

The other factors with subject buildings are that much of the office space was configured for single tenant occupancy, while the market is likely to be tenants occupying significantly small units. As a result, there would be a high initial outlay to configure the floor plans with small office units. Such a re-configuration would also result in the loss of several thousand square feet of leasable space.

Based on these factors the highest and best use of subject site "As Vacant" and "As Improved" would be:

As Vacant—The highest and best use of subject property, as if vacant, would be for development with a mixed use project that would include retail, hotel, and residential uses.

As Improved—highest and best use of subject property is to raze existing improvements and redevelop the site with a use that would allow more intensive development consistent with the highest and best use “As Vacant.”

INTRODUCTION TO THE APPRAISAL PROCESS:

In the appraisal of real estate, there are three traditional approaches which provide indications of value for a property. Ideally, each of these approaches should be used in the market value estimate. Practically, however, one or more of these approaches is often inappropriate or inapplicable in arriving at the market value conclusion. The three traditional approaches are the cost approach, sales comparison approach, and income capitalization approach. This is an Appraisal report in which only the sales comparison and income capitalization approaches are utilized.

SALES COMPARISON APPROACH—SUBJECT SITE AS IF VACANT:

The sales comparison approach is based on the principle of substitution; in other words, the value of a property should be no higher than the cost to acquire another property offering similar physical or location attributes. The procedure involves market research, to identify similar properties that have recently sold or are offered for sale, investigation of the sales transactions to ensure the validity and determine motivating forces, and comparison of the sold properties to the subject, adjusting prices paid for the various dissimilarities having a discernible effect on value. Adjustments are generally made for such factors as changes in market condition since time of sale, condition and construction of the properties, location, size, land area, income producing capabilities and, if available, terms of sale.

This analysis is usually processed on a “unit of comparison” basis. Unit of comparison most commonly employed for improved properties such as the subject is price paid per square foot of building area. A chart showing the salient data regarding each comparable sale follows. Although other sales may have been discovered in our search, the following sales are believed to be most similar to the subject property.

Land Chart A:

Consolidated Block Analysis

Sale Number	Subject						
	1	2	3	4	5	6	7
Location	400 Central Av St Petersburg	N/S 2nd Av N, 100' E of 3rd St St Petersburg	146 4th Av NE St Petersburg	NW Cor 1 Av N & 2nd St St Petersburg	100 Central Av St Petersburg	NE Cor 4th Av S & 3rd St St Petersburg	SW Cor 9th St & 1st Av S St Petersburg
Date	Apr-16	Sep-14	Oct-13	Sep-15	Jul-14	Mar-14	Apr-14
OR Book/Page	N/A	18538/1127	18192/1058	18838/2497	18456/934	18427/631	18373/1121
GRANTOR	Synovus Bank	Heritage Hotel Assoc	G&T Holdings of Pinellas	Grand Bohemian SP, LLC	Tropicana Block St Pete, LLC	Osprey SP Properties, LLC	The ARC Group, Inc
GRANTEE	American Craftsman Museum	Accoral Development, LLC	Rowland Place, LLC	GM St Pete, LLC	KT First & First, LLC	CREA 330 Third, LLC	The Heritage St. Pete, LLC
Parcel Number	19-31-17-74466-030-0001 etal	19-31-17-74466-016-0110	19-31-17-73432-002-0010	19-31-17-74466-021-0142 etal	19-31-17-92416-001-0010	19-31-17-93450-000-0030 etal	19-31-17-74466-041-0050
Price	\$4,875,000	\$1,100,000	\$2,090,000	\$8,750,000	\$17,250,000	\$8,402,000	\$5,250,000
Size (AC)	2.27	0.46	0.54	1.15	2.02	2.87	2.02
Size (SF)	99,000	20,000	23,575	50,000	88,000	125,000	88,000
Price Per SF	\$50.83	\$55.00	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66
Zoning	DC-2	DC-1	DC-3	DC-C	DC-C	DC-1	DC-1
Highest/Best Use	Mixed Use	Multi-Family	Multi-Family	Mixed Use	Mixed Use	Multi-Family	Multi-Family
Current Use	Obsolete Structures (vacant)	Proposed Museum	Rowland Place Condo (20)	Undeveloped	One St Petersburg	Rental Apts (357)	Rental Apts (348)
Come/Interior	Corner (4)	Interior	Interior	Corner (1)	Corner (4)	Interior	Corner (4)
Frontage	450	100	118	250	400	338	400
Depth	220	200	200	200	220	400	220
Financing	N/A	Cash Sale	A&D Loan; Regions Bank	Cash Sale	Wells Fargo	Chase Bank	Cash Sale
3-Year Sales History	None	None	Feb 2011: \$770,000	None	Mar 2014: \$12,000,000	None	None
Confirmed By	N/A	Jason Accardi (Buyer)	Mike Cheagem (Buyer)	Don Maszy (A/B)	Mark Stroud (Seller)	Wendy Griffin (Broker)	Pete Apostolou (Seller)
Assessed Value	\$3,926,587	\$598,266	\$704,423	\$1,805,170	\$4,295,828	\$3,811,088	\$1,425,850
Ass'd Value Per SF	\$39.66	\$29.91	\$29.88	\$38.10	\$48.92	\$30.49	\$16.20
ADJUSTMENTS							
Financing	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Price Per SF	N/A	\$50.83	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66
Market Conditions	N/A	20%	25%	5%	15%	30%	25%
Location/Zoning	N/A	40%	20%	-5%	-10%	30%	40%
Parcel Size	N/A	0%	15%	5%	0%	0%	0%
Corner/Interior	N/A	10%	20%	10%	0%	10%	0%
Physical Factors	N/A	0%	15%	0%	0%	10%	0%
Other	N/A	10%	0%	0%	0%	0%	0%
Total Adjustment	N/A	80%	95%	15%	5%	80%	65%
Adjusted Price/SF	N/A	\$91.50	\$172.87	\$201.25	\$205.82	\$120.99	\$98.44

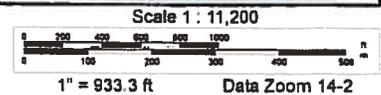
LAND SALES MAP



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2013

www.delorme.com



Land Valuation:

I have selected seven, recent land sales from the St. Petersburg CBD market as the best indicators of subject's land value. The comparable sales closed between October 2013 and September 2015. The CBD land sub-market has been extremely strong with significant appreciation over this period; therefore, the older sales were adjusted upward for market conditions. The sales reflected cash terms or conventional bank financing and therefore, there was no need for adjustments for favorable financing.

All sales were standard transactions, not post-foreclosure or short sales.

Finally, the recent marketing history of the subject site was considered (as required by USPAP); several bids were received by the broker, Mark Stroud, from qualified developers and these were factors in the final opinion of market value.

The reader is referred to the **Land Chart A (Consolidated Block Analysis)** in this section, which summarizes the comparative analysis on a price per square foot basis.

Sale 1 is the January 2014 acquisition of a larger, corner site of 2.20 acres located in the north central section of the CBD (4 blocks north of subject); first, upward adjustment was warranted for improvement in market conditions since early 2014; location/zoning (DC-2) are significantly inferior to the subject's prime core position and DC-C zoning; upward adjustment was applied for the double-corner site versus subject's whole-block (4-corner) status; another upward adjustment ("other") was necessary for the deed restriction against financial services uses for the property, which was imposed by the seller, Synovus Bank; this property has since been improved with a multi-level parking garage; the west portion of the site will house the American Craftsmen Museum; this sale indicates a unit value of \$91.50 for the subject, which is 36% below the adjusted mean (\$143.38).

Sale 2 is the September 2014 purchase of a parking lot in a mid-block position in the north central CBD (2 blocks NE of subject); first, upward adjustment was warranted for improvement in market conditions since mid-2014; location/zoning (DC-1) are significantly inferior to the subject's prime core position and DC-C zoning; upward adjustments were also applied for the smaller size (20,000 sq. ft.), interior position, and narrow/deep configuration; this sale indicates a unit value of \$112.75 for the subject, which is 21% below the adjusted mean (\$143.38).

Sale 3 is the October 2013 acquisition of an interior site of 0.54 acres located on 4th Avenue Northeast west of Beach Drive (0.5 miles NE); this property was developed

as a mid-rise condominium; first, upward adjustment was warranted for improvement in market conditions since 2013; location/zoning (DC-3) are inferior to the subject's prime core position and DC-C zoning; some location advantage (proximity to Beach Drive and Tampa Bay) reduced the overall location deficit; upward adjustments were also applied for the smaller size (23,575 sq. ft.), interior position, and narrow/deep configuration; this sale indicates a unit value of \$172.87 for the subject, which is 21% greater than the adjusted mean (\$143.38).

Sale 4 is the September 2015 acquisition of a corner site of 1.15 acres located on 1st Avenue North and 2nd Street (2 blocks NE); this is the most recent transaction, which necessitated a modest upward adjustment for market conditions; plans are to develop a mixed-use tower of apartments and street-level retail; location/zoning (DC-C) are rated slightly superior to the subject's primarily due to Tampa Bay proximity; upward adjustments were also applied for the smaller size (50,000 sq. ft.) and single-corner position; this sale indicates a unit value of \$201.25 for the subject, which is 40% greater than the adjusted mean (\$143.38).

Sale 5 is the July 2014 acquisition of the Tropicana block at 100 Central Avenue (2 blocks east); construction is now underway on the 41-story One St. Petersburg, mixed-use project (condominiums, Hyatt hotel, and street-level retail); the mid-2014 sale necessitated an upward adjustment for market conditions; location/zoning (DC-C) are rated slightly superior to the subject's primarily due to Tampa Bay proximity; other categories indicated neutral comparisons with the subject block; this sale produced a unit value of \$205.82 for the subject, which is 44% greater than the adjusted mean (\$143.38).

Sale 6 is the March 2014 acquisition of a large, corner site of 2.87 acres located on 3rd Street South at 4th Avenue South (3 blocks SE); this sale required a larger upward adjustment for market conditions due a lengthy contract period; this property has since been developed with a high-rise, rental apartment complex; location/zoning (DC-1) are rated inferior to the subject's prime core location (DC-C); upward adjustments were also applied for the single-corner position and inferior configuration; this sale indicates a unit value of \$120.99 for the subject, which is 16% below the adjusted mean (\$143.38).

Sale 7 is the April 2014 acquisition of a large, whole-block site of 2.02 acres located on 1st Avenue South at 8th Street (4 blocks west); this sale required an upward adjustment for market conditions due to appreciation over the last two years; this property has since been developed with a mid-rise, rental apartment complex (Hermitage); location/zoning (DC-1) are rated much inferior to the subject's prime core location

(DC-C); all other categories revealed neutral comparisons; this sale indicates a unit value of \$98.44 for the subject, which is 31% below the adjusted mean (\$143.38).

The adjusted unit values of the 7 comparables range from \$91.50 (Sale 1) to \$205.82 (Sale 5), resulting in a broad variance of 125%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was \$143.39 per square foot and the median was \$120.99.

I have assigned statistical weights to the sales based upon their proximity and degree of comparability. Sales 4 and 5 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 7% greater than the natural mean.

Finally, I have considered the recent marketing activity for the subject site. Mark Stroud is brokering the block under the same hypothetical condition of this appraisal; namely, that the block will be delivered in fee simple interest with obsolete structures demolished. Mr. Stroud did not advertise a list price but let the market identify. The property generated strong appeal from major developers; 12 offers were put forth. Initial bids were in the \$14.0 to \$15.0 million range for large-scale, high-rise, mixed-use projects; just recently the four finalists were asked to submit "best and final" offers. One or more bidders exceeded \$16.0 million. It should also be noted that there were two bidders interested in retaining one or both of the existing buildings; these offers were less than \$11.0 million

Therefore, based upon my analysis of the 7 comparable sales and the current offers for the subject block, I have selected a unit value of \$155.00 per square foot:

$$99,000 \text{ sq. ft. @ } \$156.50 = \$15,493,500$$

Rounded, \$15,500,000

Reconciliation:

The subject of this appraisal is a prime, core area, CBD block in downtown St. Petersburg, Florida. It is marginally improved with two, older, obsolete structures having a gross building area of 112,793± square feet plus a multi-level, parking garage; the balance of the block is utilized for surface parking. The CBD market has exhibited explosive growth in terms of activity and land prices over the last 4 years and is clearly one of the strongest sub-markets in the Tampa Bay area and beyond.

The existing bank and office building result in a developed FAR of just 1.1, whereas the DC-C zoning recognizes a base FAR of 4.0. With the combination of high land value and the obsolete and underutilized structures the block's highest and best use is clearly redevelopment as a major, mixed-use, high-rise project. The most immediate and obvious example is the Tropicana Block (Land Sale 5) with a renovated, mid-rise, office building (former hotel) in good condition was purchased in 2014 for \$17.25 million and is now being redeveloped as a 41-story, condominium/hotel/retail project known as One St. Petersburg.

The cost and income approaches were dismissed from consideration due to the property type (land) and its highest and best use. The exclusion of these approaches do not diminish the credibility of the appraisal.

The sales comparison approach was judged highly relevant as sufficient market data was available and this type of property is regularly traded in the St. Petersburg CBD. Seven, recent (2013 through 2015) comparable sales were selected from the downtown market; the pending offers for the subject property were also included in the analysis. All sales are located within 0.5 miles of subject. Adjustments were applied to the sales where they were found to materially differ from the subject (qualitatively or quantitatively). The data ranged from \$91.50 to \$205.82 per square foot, indicating a broad range of 125%. The two sales at the upper limit of the range clearly emerged however, as the best evidence of subject block's value; these sales required fewer and lower percentage adjustments than the other downtown transactions. Blending in the very recent final offers for the subject, I concluded market value at \$15,500,000 by the sales comparison approach.

In the final reconciliation, I have placed singular weight on the sales comparison approach, given the nature of the property and the quantity and quality of market data available for the sales comparison approach. Set forth in the last section of the report are alternative valuation scenarios and additional analyses, which provide further support for the conclusions of highest and best use and market value set forth above.

TOBIAS REALTY ADVISORS, LLC

Therefore, I have estimated **market value** of the subject property, subject to the identified hypothetical condition, in **fee simple** interest, as of April 6, 2016, at \$15,500,000.

Alternative Valuation Scenarios:

I have concluded in the appraisal set forth earlier that subject block's highest and best use is redevelopment as a major, high-rise, mixed-use project similar in scope to One St. Petersburg, which is now under construction. In reaching the decision on highest and best use I analyzed information regarding the existing structures, their placement on the block, and the economics of different redevelopment scenarios.

A) Retention of Bank Building at East Block Face:

To test this hypothesis I first estimated the probable market value of the existing 6-story bank building at 400 Central Avenue. The building dates from 1912 with renovation in 1960 and comprises GBA of 43,087 square feet; it has no formal entry door on Central (as it had shared this with the office at 410 Central) and it has no rights to parking on the balance of the block. It occupies a 10,000-square foot site fronting Central and 4th Street with public alley bisecting at the mid-point; developed FAR is 4.31.

Set forth in this section is a chart of five comparable improved sales (see Analysis of Bank Building). The unit of measure chosen for this analysis is Improvement Value Per Building Sq. Ft.; this required an internal analysis of each of the five sales, first deducting their underlying land values to arrive at improvement contributory value.

Sales 1 and 2 are suburban locations (West Central and 4th Street North corridor), which had relatively low land values in comparison to the CBD. Sales 1 and 2, which are mid-life structures, began with building unit values of roughly \$33 to \$35 per square foot.

Sales 3 and 4 were older buildings drawn from the CBD; these began with negative improvement contributions ranging from -\$5.49 to -\$40.53 per square foot.

Sale 5 is the 17-story, 1980s, Class A, office building due east of the subject; it began with an improvement contribution of \$82.80 per square foot.

Comparative adjustments were then made to the five office sales and these are summarized on the identified chart. All of the sale properties were superior to the subject in the physical and functional categories and including parking coverage. Sale 3 was most similar to subject's parking deficit. The Class A, Sale 5 required substantial downward adjustments in all categories except location.

The results of this analysis indicated unit improvement values ranging from -\$32.93

TOBIAS REALTY ADVISORS, LLC

to +\$23.14 per square foot. Focusing upon the CBD sales, we see Sale 5 (1980s, Class A) generated a unit value of \$5.17. Sale 3 at 600 1st Avenue North indicated -\$5.76 and the 7-story, Sale 4 indicated -\$32.93.

Sales 3 and 4 in the CBD were clearly the best comparables; these were given greater statistical weight and the mean adjusted value of -\$9.00 per square foot emerged for the subject:

	43,087 Sq. Ft. @ -\$9.00 =	-387,783
Plus Land:	10,000 Sq. Ft. @ \$100.00=	<u>\$1,000,000</u>
	Composite Value (Bank & Site)	\$612,217
	Rounded,	\$610,000

Next, we must value the remainder block, which is presumably available for redevelopment. Referring to **Land Chart B** we see the same 7 land sales utilized in the appraisal earlier arrayed in comparison to the block remainder land. The block now however, is diminished by the bank site (10,000 sq. ft.) and the vacated alley (8,000 sq. ft.); the latter is excluded as the bank site, which shares the block, could object to the vacation application. Remainder block now comprises 81,000 sq. ft. (99,000 – 18,000 sq. ft.).

The remainder land valuation is processed in the same manner as in the whole-block valuation earlier in the appraisal. Primary differences are found in the categories of corner position (now 2 versus 4 corners) and physical factors. In this analysis I have stressed the same best sales (Nos. 4 and 5) and the data focused upon a unit value of \$137.00 per square foot:

	81,000 sq. ft. @ \$137.00 =	\$11,097,000
	Rounded	\$11,000,000
	Plus: Bank Bldg. & Site	<u>\$610,000</u>
	Total Indicated Block Value	\$11,710,000

Comparable Sales

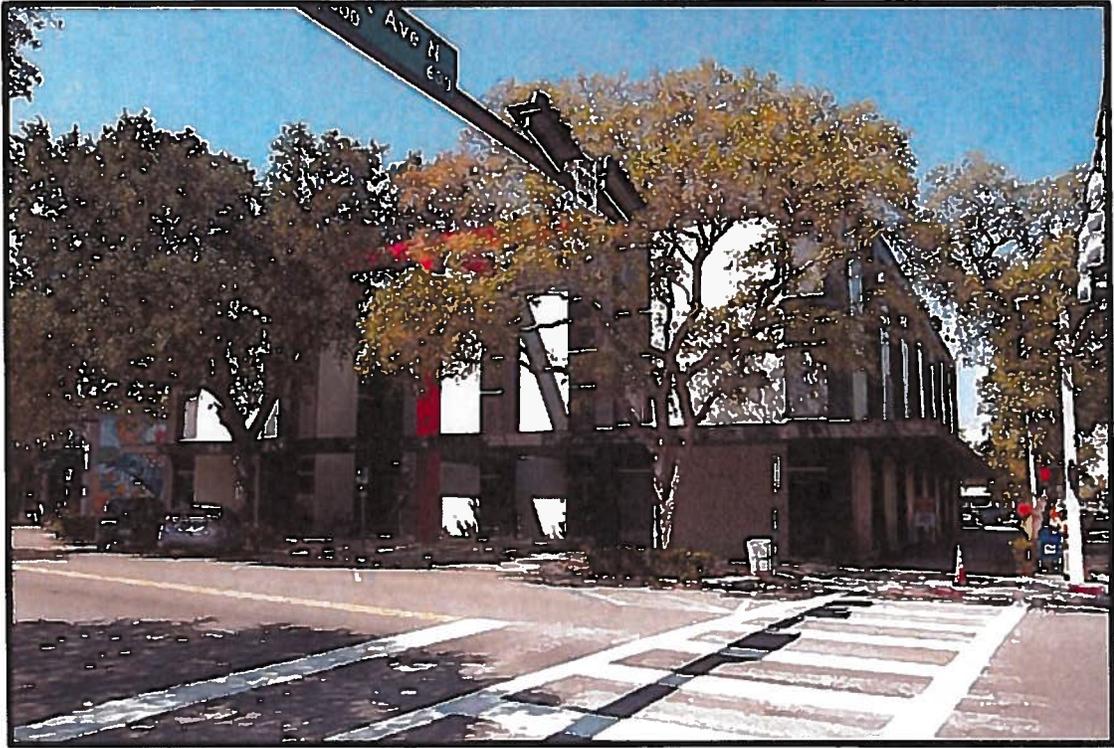
Sale Number Location	Analysis of Bank Bldg				
	1	2	3	4	5
400 Central Av St Petersburg	5959 & 5999 Central Av St Petersburg	7901 4th St N St Petersburg	600 1st Av N St Petersburg	33 6th St S St Petersburg	360 Central Av St Petersburg
Date	Apr-16	Nov-15	Jun-13	Jun-13	Jun-13
OR Book/Page	N/A	18003/2099	18037/1310	18066/1562	18598/2361
GRANTOR	KAS Central, LLC	Bay West Real Est Co, Inc	Cheryl Gudenschuh	Comerstone Comm Bank	Osprey SP Properties, LLC
GRANTEE	Anchor Realty Partners, LLC	Bay West Center, LLC	Kevin L Chadwick Family Tr	Il Hunts Me Too, LLC	First Central Tower, LP
Parcel Number	19-31-17-74466-030-0001 & 0002	30-30-17-75870-000-0420	19-31-17-74466-099-0010	19-31-17-74466-100-0010	19-31-17-74530-001-0010
Sale Price	N/A	\$3,100,000	\$1,700,000	\$2,500,000	\$29,150,000
Bldg Size (SF)	43,087	76,637	28,036	35,821	248,153
Sale Price Per SF	N/A	\$88.00	\$60.64	\$69.79	\$117.47
Year Built	1977 & 1979	1977	1966	1953 & 1988	1984
Condition	Poor	Average	Average	Below Average	Above Average
Construction	Conc Bk/Stucco	Steel Frame/Glass	Conc Bk/Stucco	Conc Bk/Stucco/Marble	Steel Fr/Glass
Land Area (SF)	10,000	135,400	71,939	60,800	71,700
Sale Price Per LAND SF	N/A	\$33.79	\$43.09	\$41.12	\$406.56
FAR	4.31	0.57	0.98	0.58	3.46
Quality/Design	C	B	C	C	A
Position	Corner	Corner	Corner	Corner	Corner
Stories	6	2 & 4	3	7	17
Parking	None	Average	Below Average	Above Average	Average
Land Value Per Sq Ft	N/A	\$15.00	\$65.00	\$65.00	\$120.00
Land Value	N/A	\$2,031,000	\$1,870,414	\$3,952,000	\$8,604,000
Improvement Contribution	N/A	\$2,544,000	-\$153,800	-\$1,452,000	\$20,546,000
Improvmt Value per Bldg SF	N/A	\$33.20	-\$5.49	-\$40.53	\$82.80
Prior Sales (3 Yrs)	None	None	None	None	None
Confirmed By	March 2013; \$2.9M Mike Teinmaged (Broker)	Erik Anderson (Broker)	Kevin Yeager (Broker)	Covington Sharp (Seller)	Kevin Yeager (Broker)
Financing	N/A	USAmeribank	Florida Bank	Comerstone Comm Bank	NXT Capital
Comments	Former bank building at east face of prime CBD block, silky beachside site east/west at sale	Renovated, multi-tenant office in north section of 4th St N, 91% occupancy at sale date	3-Story, multi-tenant office in CBD opposite courthouse, 85% occupancy at sale date	Obsolete 7-story, former bank and office bldg on corner site in CBD, alley beachside EW	17-Story office tower with attached parking garage, plus retail spaces on Central Av frontage
ADJUSTMENTS					
Financing	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Cash Price Per Bldg SF	N/A	\$33.20	-\$5.49	-\$40.53	\$82.80
Market Conditions	N/A	5%	-25%	-35%	25%
Adjusted Price/SF-1	N/A	\$34.86	-\$4.11	-\$26.35	\$103.49
Location	N/A	25%	-10%	-10%	0%
Quality	N/A	-10%	0%	0%	-20%
Age/Condition	N/A	-25%	20%	10%	-30%
Functional Aspects	N/A	-15%	10%	5%	-20%
Occupancy	N/A	-15%	15%	10%	-15%
Parking	N/A	-10%	5%	10%	-10%
Total Adjustment	N/A	-50%	40%	25%	-95%
Adjusted Price/SF-2	N/A	\$17.43	-\$5.76	-\$32.93	\$5.17



SALE #1: 5959-5999 CENTRAL AVENUE



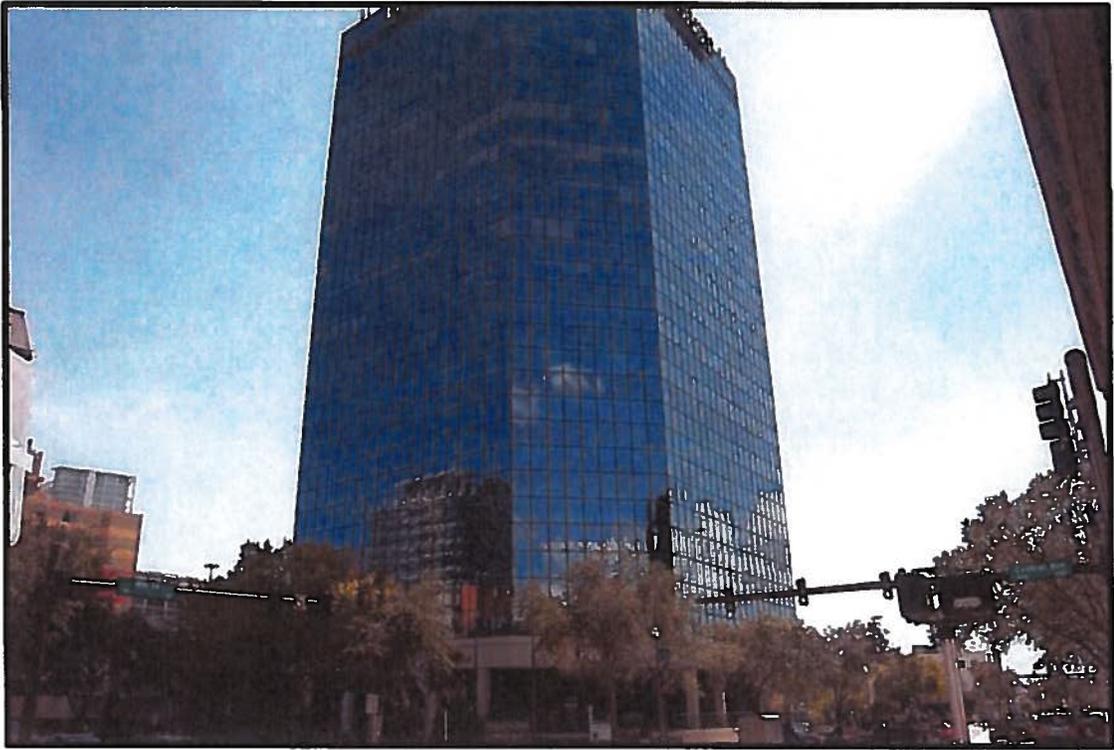
SALE #2: 7901 4TH STREET NORTH



SALE #3: 600 1ST AVENUE NORTH

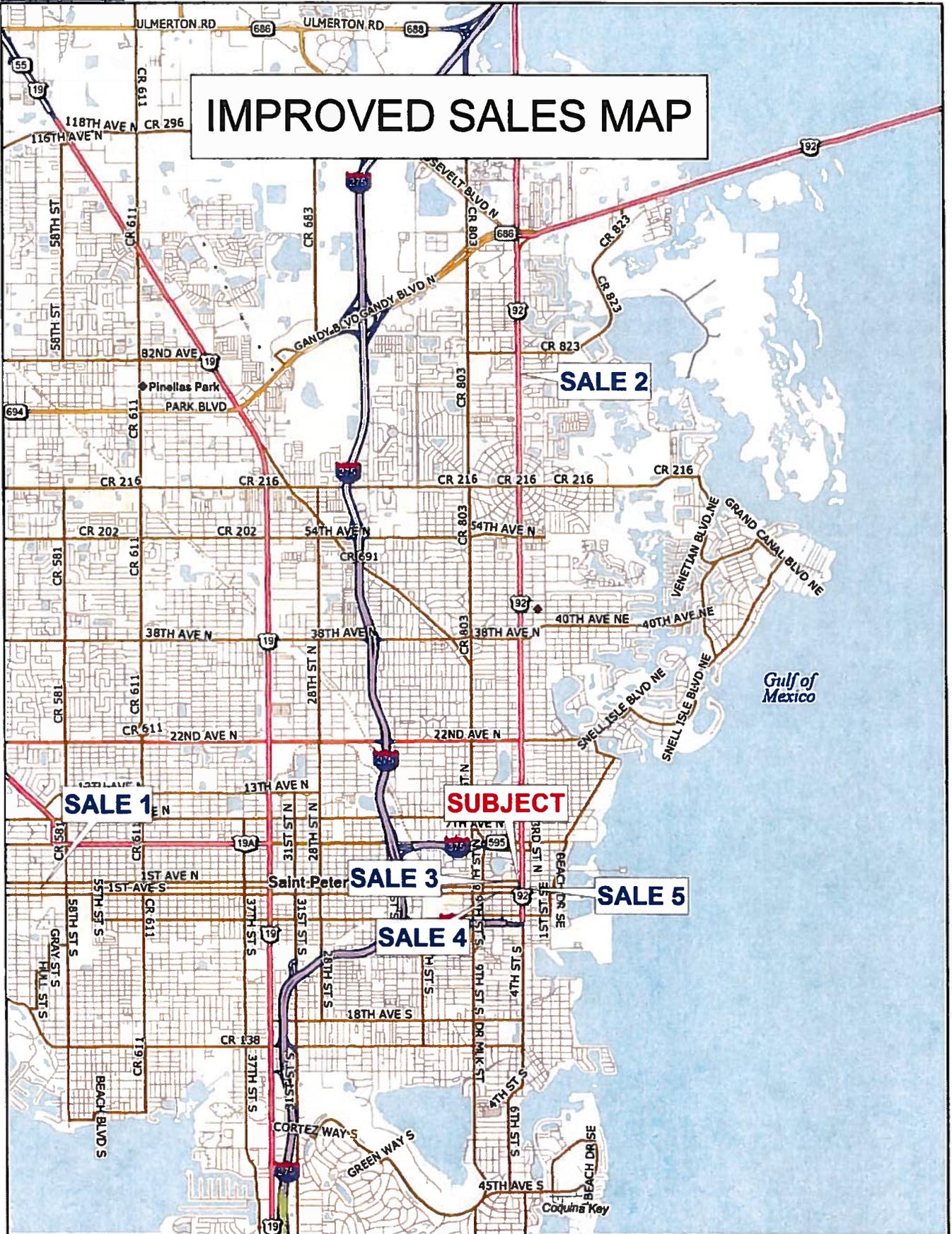


SALE #4: 33 6TH STREET SOUTH



SALE #5: 360 CENTRAL AVENUE

IMPROVED SALES MAP



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2013.

www.delorme.com



Scale 1 : 81,250



1" = 1.28 mi

Data Zoom 11-3

Land Chart B:

Block Less East Face (Blank Site)

	1		2		3		4		5		6		7	
Sale Number	Subject													
Location	400 Central Av St Petersburg	SW Cor 3rd St & 4th Av N St Petersburg	N/S 2nd Av N; 100' E of 3rd St St Petersburg	146 4th Av NE St Petersburg	NW Cor 1 Av N & 2nd St St Petersburg	100 Central Av St Petersburg	NE Cor 4th Av S & 3rd St St Petersburg	SW Cor 8th St & 1st Av S St Petersburg						
Date	Apr-16	Jan-14	Sep-14	Oct-13	Sep-15	Jun-14	Mar-14	Apr-14						
OR Book/Page	N/A	18308/1663	16538/1127	18197/1058	18938/2497	18458/834	18472/7831	18372/1121						
GRANTOR	N/A	Synovus Bank	Heritage Hotel Assocs	GAT Holdings of Pinellas	Grand Bohemian SP, LLC	Tropicana Block St Pete, LLC	Osprey SP Properties, LLC	The ARC Group, Inc						
GRANTEE	N/A	American Craftsmen Museum	Accardi Development, LLC	Rowland Place, LLC	GM St Pete, LLC	KT First & First, LLC	CREA 330 Third, LLC	The Hermitage St. Pete, LLC						
Parcel Number	19-31-17-74466-039-0001 etal	19-31-17-74511-000-0011	19-31-17-74466-016-0110	19-31-17-73432-002-0010	19-31-17-74466-021-0142 etal	19-31-17-92416-001-0010	19-31-17-93450-000-0030 etal	19-31-17-74466-041-0050						
Price	N/A	\$4,875,000	\$1,100,000	\$2,090,000	\$8,750,000	\$17,250,000	\$8,402,000	\$5,250,000						
Size (AC)	1.06	2.20	0.46	0.54	1.15	2.02	2.87	2.02						
Size (SF)*	81,000	95,800	20,000	23,375	50,000	88,000	125,000	88,000						
Price Per SF	N/A	\$50.83	\$55.00	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66						
Zoning	DC-C	DC-2	DC-1	DC-3	DC-C	DC-C	DC-1	DC-1						
Highest/Best Use	Mixed Use	Multi-Family	Multi-Family	Multi-Family	Mixed Use	Mixed Use	Multi-Family	Multi-Family						
Current Use	Proposed Museum	Proposed Museum	Painting	Rowland Place Condo (20)	Undeveloped	One St Petersburg	Rental Apts (357)	Rental Apts (248)						
Corner/Inletor	Corner (2)	Interior	Interior	Interior	Corner (1)	Corner (4)	Interior	Corner (4)						
Frontage	400	274	100	118	250	400	338	400						
Depth	220	350	200	200	200	220	400	220						
Financing	N/A	Cash Sale	Cash Sale	A4D Loan; Regions Bank	Cash Sale	Wells Fargo	Chase Bank	Cash Sale						
3-Year Sales History	None	Dead transaction vs my financial services use	None	Feb 2011; \$770,000	None	Mar 2014; \$12,000,000	None	None						
Confirmed By	N/A	Tony Camalakis (Synovus)	Jason Accardi (Buyer)	Mike Cheezam (Buyer)	Don Mastry (Aby)	Mark Shroud (Seller)	Wandy Griffin (Broker)	Pete Apostolou (Seller)						
Assessed Value	\$3,926,587	\$3,316,618	\$598,266	\$704,423	\$1,905,170	\$4,295,828	\$3,811,088	\$1,425,850						
Ass'd Value Per SF	\$48.48	\$34.60	\$29.91	\$29.88	\$38.10	\$48.82	\$30.49	\$16.20						
ADJUSTMENTS														
Financing	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Cash Price Per SF	N/A	\$50.83	\$55.00	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66						
Market Conditions	N/A	20%	15%	25%	5%	15%	25%	25%						
Location/Zoning	N/A	40%	40%	20%	-5%	-10%	30%	40%						
Parcel Size	N/A	0%	15%	15%	5%	0%	0%	0%						
Corner/Inletor	N/A	0%	10%	10%	5%	-10%	10%	-10%						
Physical Factors	N/A	0%	10%	10%	0%	-10%	-5%	-10%						
Other	N/A	10%	0%	0%	0%	0%	0%	0%						
Total Adjustment	N/A	70%	80%	80%	10%	-15%	60%	45%						
Adjusted Price/SF	N/A	\$86.42	\$104.50	\$159.58	\$192.50	\$166.62	\$107.55	\$86.51						

B) Retention of Bank and Office Buildings:

In this scenario we add the office building (11 stories) with its 69,706 square feet GBA to the bank building for a total GBA of 112,793 square feet. The office is located adjacent west of the bank at 410 Central Avenue (see plat for orientation); the office site comprises 8,550 square feet. Therefore, the combined bank/office parcel accounts for 18,550 square feet of land. This now elevated the FAR of the bank/office parcel to 6.08 and again, with no parking rights to the remainder block.

Referring to the improved sales chart **Analysis of Bank & Office Building**, we see the same five improved sales utilized in the previous scenario. Now they are directed at the 6 & 11-story, combination building. The results of the comparative analysis are essentially the same with an indicated unit value for the building at -\$9.00 per square foot:

	112,793 Sq. Ft. @ -\$9.00 =	-\$1,015,137
Plus Land:	18,550 Sq. Ft. @ \$100.00=	<u>\$1,855,000</u>
	Composite Value (Bank & Site)	\$839,863
	Rounded,	\$840,000

Next, we must value the remainder block, which is presumably available for redevelopment. Referring to **Land Chart C** we see the same 7 land sales utilized in the appraisal earlier arrayed in comparison to the block remainder land. The block now however, is diminished by the bank site (10,000 sq. ft.), the office site (8,550 sq. ft.), and the vacated alley (8,000 sq. ft.). Remainder block now comprises 72,450 sq. ft. (99,000 – 18,000 sq. ft. – 8,550 sq. ft.).

The remainder land valuation is processed in the same manner as in the whole-block valuation earlier in the appraisal. Primary differences are found in the categories of corner position (now 2 versus 4 corners) and physical factors. In this analysis I have stressed the same best sales (Nos. 4 and 5) and the data focused upon a unit value of \$131.50 per square foot:

	72,450 sq. ft. @ \$131.50 =	\$9,527,175
	Rounded	\$9,525,000
	Plus: Bank Bldg. & Site	<u>\$840,000</u>
	Total Indicated Block Value	\$10,365,000

Comparable Sales

Analysis of Bank & Office Bldg		1		2		3		4		5	
Sale Number	Location	400 & 410 Central Av	5959 & 5988 Central Av	7901 4th St N	600 1st Av N	33 6th St S	360 Central Av				
Date	SI Petersburg	SI Petersburg	SI Petersburg	SI Petersburg	SI Petersburg	SI Petersburg	SI Petersburg				
OR Book/Page	Apr-16	18842/320	Jan-15	Nov-15	Jun-13	Jun-13	Jun-13				
GRANTOR	N/A	KAS Central, LLC	Bay West Real Est Co, Inc	Bay West Center, LLC	Cheryl Guidenschuh	Comerstone Comm Bank	Osprey SP Properties, LLC				
GRANTEE	N/A	Anchor Realty Partners, LLC	Bay West Realty, LLC	Bay West Center, LLC	Kevin L Chadwick Family Tr	Il Hurts Me Too, LLC	First Central Tower, LP				
Parcel Number	19-31-17-74466-030-0001 & 0002	20-31-16-05048-000-0010	30-30-17-5870-000-0420	19-31-17-74466-099-0010	19-31-17-74466-100-0010	19-31-17-74466-100-0010	19-31-17-74530-001-0010				
Sale Price	N/A	\$4,575,000	\$3,100,000	\$1,700,000	\$2,500,000	\$2,500,000	\$29,150,000				
Bldg Size (SF)	112,793	76,637	35,229	29,036	35,821	35,821	248,153				
Sale Price Per SF	N/A	\$59.70	\$88.00	\$59.64	\$69.79	\$69.79	\$117.47				
Year Built	1912, 1920 & 1960	1977 & 1979	1977	1966	1953 & 1988	1953 & 1988	1984				
Condition	Poor	Average	Above Average	Average	Below Average	Below Average	Above Average				
Construction	Conc Bk/Stucco	Steel Frame/Glass	Conc Bk/Stucco	Conc Bk/Stucco	Conc Bk/Stucco	Conc Bk/Stucco/Marble	Steel Fr/Glass				
Land Area (SF)	18,550	135,400	71,939	29,520	60,800	60,800	71,700				
Sale Price Per LAND SF	N/A	\$33.79	\$43.09	\$59.61	\$41.12	\$41.12	\$406.56				
FAR	6.08	0.57	0.49	0.98	0.59	0.59	3.46				
Quality/Design	C	B	C	C	C	C	A				
Position	Corner	Corner	Corner	Corner	Corner	Corner	Corner				
Stones	6 & 11	2 & 4	3	3	7	7	17				
Parking	None	Average	Average	Below Average	Average	Above Average	Average				
Land Value Per Sq Ft	N/A	\$15.00	\$26.00	\$65.00	\$65.00	\$65.00	\$120.00				
Land Value	N/A	\$2,031,000	\$1,870,414	\$1,853,800	\$3,952,000	\$3,952,000	\$8,604,000				
Improvement/Contribution	N/A	\$2,544,000	\$1,229,596	-\$153,800	-\$1,452,000	-\$1,452,000	\$20,546,000				
Imprvmt Value per Bldg SF	N/A	\$33.20	\$34.90	-\$5.49	-\$40.53	-\$40.53	\$82.80				
Prior Sales (3 Yrs)	None	March 2013, \$2.9M	None	None	None	None	None				
Confirmed By	N/A	Mike Talmadge (Broker)	Erik Anderson (Broker)	Kevin Yeager (Broker)	Covington Sharp (Seller)	Covington Sharp (Seller)	Kevin Yeager (Broker)				
Financing	N/A	Cash Sale	USAmeribank	Florida Bank	Comerstone Comm Bank	Comerstone Comm Bank	NXT Capital				
Comments	Former bank building at east face of prime CBD block, alley backside east/west (office tower/11-501st) adjacent west at sale	Twin bldg, multi-tenant complex in west St Petersburg market, 65% occupancy at sale	Renovated, multi-tenant office in north section of 4th St N, 81% occupancy at sale date	3-Story, multi-tenant office in CBD opposite courthouse, 85% occupancy at sale date	Obsolete 7-story, former bank and office bldg on corner site in CBD alley backside site EW	17-Story office tower with attached parking garage, plus retail space on Central Av frontage					
ADJUSTMENTS											
Financing	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Cash Price Per Bldg SF	N/A	\$33.20	\$34.90	-\$5.49	-\$40.53	-\$40.53	\$82.80				
Market Conditions	N/A	5%	2%	-25%	-35%	-35%	25%				
Adjusted Price/SF-1	N/A	\$34.86	\$35.60	-\$4.11	-\$26.35	-\$26.35	\$103.49				
Location	N/A	25%	25%	-10%	-10%	-10%	0%				
Quality	N/A	-10%	0%	0%	0%	0%	-20%				
Age/Condition	N/A	-25%	-20%	20%	10%	10%	-30%				
Functional Aspects	N/A	-15%	-15%	10%	5%	5%	-20%				
Occupancy	N/A	-15%	-15%	15%	10%	10%	-15%				
Parking	N/A	-10%	-10%	5%	10%	10%	-10%				
Total Adjustment	N/A	-50%	-35%	40%	25%	25%	-95%				
Adjusted Price/SF-2	N/A	\$17.43	\$23.14	-\$5.76	-\$32.93	-\$32.93	\$5.17				

Land Chart C: Block Less Bank & Office Site

	1		2		3		4		5		6		7	
	Subject													
Location	400 Central Av SI Petersburg	SW Cor 3rd St & 4th Av N SI Petersburg	NIS 2nd Av N: 100' E of 3rd St SI Petersburg	146 4th Av NE SI Petersburg	NW Cor 1 Av N & 2nd St SI Petersburg	100 Central Av SI Petersburg	NE Cor 4th Av S & 3rd St SI Petersburg	SW Cor 8th St & 1st Av S SI Petersburg						
Date	Apr-16	Jan-14	Sep-14	Oct-13	Sep-15	Jul-14	Mar-14	Apr-14						
OR Book/Page	N/A	1830671653	1853871127	181927058	189392487	18456934	18427831	18373121						
GRANTOR	N/A	Synovus Bank	Heritage Hotel Assocs	G&T Holdings of Pinellas	Grand Bohemian SP, LLC	Tropicana Block SI Pete, LLC	Osprey SP Properties, LLC	The ARC Group, Inc						
GRANTEE	N/A	American Craftsmen Museum	Accord Development, LLC	Rowland Place, LLC	GM SI Pete, LLC	KT First & First, LLC	CREA 330 Third, LLC	The Hamillage St. Pete, LLC						
Parcel Number	19-31-17-74466-030-0001 etal	19-31-17-74511-000-0011	19-31-17-74466-016-0110	19-31-17-7432-002-0010	19-31-17-74466-021-0142 etal	19-31-17-93416-001-0010	19-31-17-93450-000-0030 etal	19-31-17-74466-041-0050						
Price	N/A	\$4,875,000	\$1,100,000	\$2,090,000	\$8,750,000	\$17,250,000	\$8,402,000	\$5,250,000						
Size (AC)	1.66	2.20	0.46	0.54	1.15	2.02	2.87	2.02						
Size (SF)	72,450	95,800	20,000	23,575	50,000	88,000	125,000	88,000						
Price Per SF	N/A	\$50.83	\$55.00	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66						
Zoning	DC-C	DC-2	DC-1	DC-3	DC-C	DC-C	DC-1	DC-1						
Highest/Best Use	Mixed Use	Multi-Family	Multi-Family	Multi-Family	Mixed Use	Mixed Use	Multi-Family	Multi-Family						
Current Use	Obsolete Structures (vacant)	Proposed Museum	Parking	Rowland Place Condo (20)	Undeveloped	One SI Petersburg	Rental Apts (357)	Rental Apts (348)						
Corners/Interior	Corner (2)	Corner (2)	Interior	Interior	Corner (1)	Corner (4)	Interior	Corner (4)						
Frontage	400	274	100	118	250	400	338	400						
Depth	220	350	200	200	200	400	400	220						
Financing	N/A	Cash Sale	Cash Sale	A&D Loan, Regions Bank	Cash Sale	Wells Fargo	Chase Bank	Cash Sale						
3-Year Sales History	None	Deed restriction vs any financial services use	None	Feb 2011, \$770,000	None	Mar 2014, \$12,000,000	None	None						
Confirmed By	N/A	Tony Camelakes (Synovus)	Jason Accardi (Buyer)	Mike Chazanem (Buyer)	Don Mastry (Asby)	Mark Stroud (Seller)	Wendy Gilfin (Broker)	Pete Apostolou (Seller)						
Assessed Value	\$3,926,587	\$3,318,618	\$588,266	\$704,423	\$1,905,170	\$4,295,828	\$3,811,088	\$1,425,950						
Ass'd Value Per SF	\$54.20	\$34.60	\$29.91	\$29.88	\$38.10	\$48.82	\$30.49	\$16.20						
ADJUSTMENTS														
Financing	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Cash Price Per SF	N/A	\$50.83	\$55.00	\$88.65	\$175.00	\$196.02	\$67.22	\$59.66						
Market Conditions	N/A	20%	15%	25%	5%	15%	25%	25%						
Location/Zoning	N/A	40%	40%	20%	-5%	-10%	30%	40%						
Parcel Size	N/A	0%	15%	15%	5%	0%	0%	0%						
Corners/Interior	N/A	0%	10%	10%	5%	-10%	10%	-15%						
Physical Factors	N/A	-5%	5%	5%	-5%	-15%	-10%	0%						
Other	N/A	10%	0%	0%	0%	-20%	55%	40%						
Total Adjustment	N/A	65%	85%	75%	5%	-20%	55%	40%						
Adjusted Price/SF	N/A	\$83.89	\$101.75	\$155.14	\$183.75	\$156.82	\$104.18	\$83.52						

**QUALIFICATIONS
C. RICHARD TOBIAS, MAI**

EDUCATION:

B.A., 1971, Boston College - School of Arts and Sciences

Have passed or received credit for the following courses sponsored by the Appraisal Institute.

- 1A-1 Real Estate Appraisal Principles
- 1A-2 Basic Valuation Procedures
- 1B-1 Capitalization Theory and Techniques
- 2-1 Case Studies in Real Estate Valuation
- 2-2 Valuation Analysis and Report Writing
- 2-3 Standards of Professional Practice
- 6 Investment Analysis

Attended numerous seminars sponsored by American Institute of Real Estate Appraisers (now Appraisal Institute), Society of Real Estate Appraisers (now Appraisal Institute), Florida State University, National Association of Mutual Savings Banks, and other financial institution associations. Most recent appraisal course was Uniform Standards for Federal Land Acquisitions (June 2010), sponsored by the Appraisal Institute. Most recent seminar was Analyzing Operating Statements (November 2014).

Florida State-Certified General Real Estate Appraiser RZ705

Expert witness in appraisal of real estate and businesses --
Circuit Court of Florida, Sixth District
Federal Court, Middle District of Florida

BUSINESS EXPERIENCE:

- 2015 to Present: **Manager/owner, Tobias Realty Advisors, LLC**, a firm specializing in appraisal and consulting in commercial and investment real estate in west central Florida.
- 1987 to 2015: **Independent Contractor** associated with Valuation Services, Inc. and **Tobias Realty Advisors, LLC**, firms specializing in appraisal

TOBIAS REALTY ADVISORS, LLC

and consulting in commercial and investment real estate. Assignments have included appraisal of a variety of commercial, industrial, and investment properties, as well as vacant land. Areas of specialization include churches, schools, convenience food/gasoline outlets, restaurants, retail centers, industrial, offices, medical/dental clinics, apartments, and lodging facilities. Appraisal assignments have been prepared for financing, litigation, sale/purchase, and other functions.

- 1980 to 1987: Vice President, Warren Hunnicutt, Jr., Inc., Real Estate Appraisers and Consultants. Assignments included office buildings, shopping centers, industrial facilities, residential developments, apartment buildings, resort properties, and closely-held businesses.
- 1979 to 1980: Associate Appraiser with L. T. Bookhout, Inc., Real Estate Appraisal and Consultation. Assignments included industrial facilities, special purpose properties, undeveloped land tracts, as well as historically significant properties being acquired by the National Park Service.
- 1977 to 1979: Commercial Loan Analyst/Appraiser with Poughkeepsie Savings Bank. Duties included appraisal of residential and commercial properties for mortgage loan purposes; review and recommendation of commercial loans to Board of Directors; field inspection and analysis of investment properties in Southeast and Southwest United States.
- 1975 to 1977: Associated with Dutchess County Department of Real Property Tax and City of Beacon, New York in the assessment of properties for ad valorem taxation purposes.
- 1973 to 1975: Owned and operated masonry contracting firm specializing in custom residential fireplaces, accent walls, exterior facades, etc.

Independently registered Real Estate Broker -- State of Florida; BK348850

PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute
Realtor, Florida Gulfcoast Commercial Association of Realtors (FGCAR)

TOBIAS REALTY ADVISORS, LLC

The Appraisal Institute conducts a program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification. C. Richard Tobias is currently certified under this program.

2013 President, Florida Gulf Coast Chapter of Appraisal Institute

ADDENDA

				FLOOR USABLE AREA			SUITE USABLE AREA			SUITE RENTABLE AREA
A	B	C	D	E	F	G	H	I	J	K
Floor No.	Construction Area (Gross Building)	Major Vertical Penetration and Exterior Walls	Rentable Area	Usable Area	Remaining Floor Area (Common)	R/U Ratio	Space ID or Suite No.	Use Category	Suite Usable Area	Rentable Area of Each Suite
	<i>measure per BOMA</i>	<i>measure per BOMA</i>	<i>B-C=D</i>	<i>measure per BOMA</i>	<i>D-E=F</i>	<i>D/E=G</i>	<i>Identify on plans</i>	<i>20yr. Vacant, Release, or Tenant</i>	<i>measure per BOMA</i>	<i>JxG=K</i>
							1A.1	Release	5409	5971
1A	6754	783	5971	5409	562	1.10	Floor Subtot		5409	5971
							1B.1	Release	9646	10892
1B	14269	3377	10892	9646	1246	1.13	Floor Subtot		9646	10892
							2.1	Release	15357	16558
2	24118	7560	16558	15357	1201	1.08	Floor Subtot		15357	16558
							3.1	Vacant	4248	4834
							3.2	Tenant	2831	2994
							3.3	Release	3117	3547
							3.4	Release	429	488
3	16056	4194	11862	10425	1437	1.14	Floor Subtot		10425	11862
							4.1	Release	2659	3494
							4.2	Release	3510	4612
							4.3		0	0
4	10076	1970	8106	6169	1937	1.31	Floor Subtot		6169	8106
							5.1	Release	6788	7322
5	8679	1357	7322	6788	536	1.08	Floor Subtot		6788	7322
							6.1	Vacant	2857	2908
							6.2	Vacant	4156	4545
6	8679	1228	7451	6813	638	1.09	Floor Subtot		6813	7451
							6T.1	Vacant	2863	3259
6T	4027	768	3259	2863	596	1.22	Floor Subtot		2863	3259
							7T.1	Tenant	427	656
							7T.2	Tenant	836	1285
							7T.3	Tenant	857	1317
7T	4027	768	3259	2120	1139	1.54	Floor Subtot		2120	3259
							8T.1	Vacant	727	1140
							8T.2	Tenant	469	735
							8T.3	Tenant	378	593
							8T.4	Tenant	232	364
							8T.5	Tenant	273	428
8T	4027	768	3259	2079	1180	1.57	Floor Subtot		2079	3259
							9T.1	Vacant	162	248
							9T.2	Tenant	1106	1698
							9T.3	Vacant	857	1314
9T	4027	768	3259	2125	1134	1.53	Floor Subtot		2125	3259
							10T.1	Tenant	2669	3289
10T	4027	738	3289	2669	620	1.23	Floor Subtot		2669	3289
							11T.1	Vacant	2661	3267
11T	4027	760	3267	2661	606	1.23	Floor Subtot		2661	3267
TOTAL	112793	25039	87754	74922	12876	9.00			74922	87754



Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Division

HATCH LEGEND

-  20 YR SPACE
-  2 YEAR RELEASE
-  TENANT
-  VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	21123SF
FLOOR USABLE	16286SF
FLOOR RENTABLE	17863SF
20 YR USABLE	0006F
20 YR RENTABLE	0000SF
2 YR RELEASE USABLE	19058F
2 YR RELEASE RENTABLE	17863SF
TENANT USABLE	0006SF
TENANT RENTABLE	0000SF
VACANT USABLE	0000SF
VACANT RENTABLE	0000SF



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

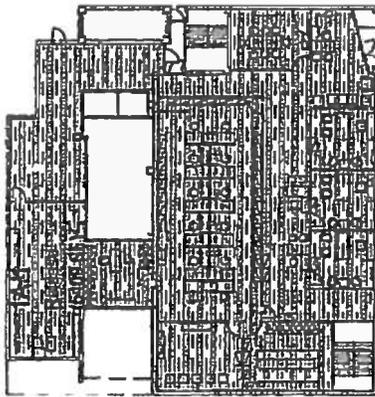
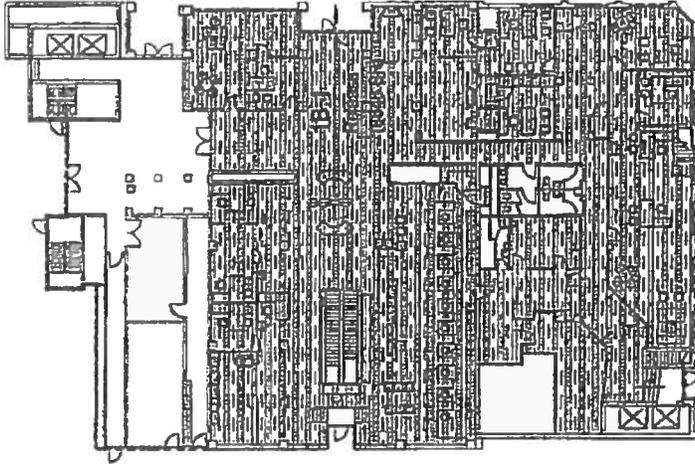
DOMTOWN ST PETERSBURG
418 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 08/20/04

1

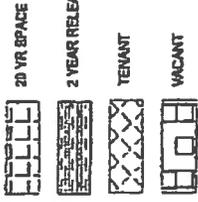
FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND



BOMA AREA CALCULATIONS

FLOOR GROSS	241166F
FLOOR USABLE	153573F
FLOOR RENTABLE	165555F
20 YR USABLE	00005F
20 YR RENTABLE	00005F
2 YR RELEASE USABLE	153573F
2 YR RELEASE RENTABLE	165555F
TENANT USABLE	00005F
TENANT RENTABLE	00005F
VACANT USABLE	00005F
VACANT RENTABLE	00005F



WAHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

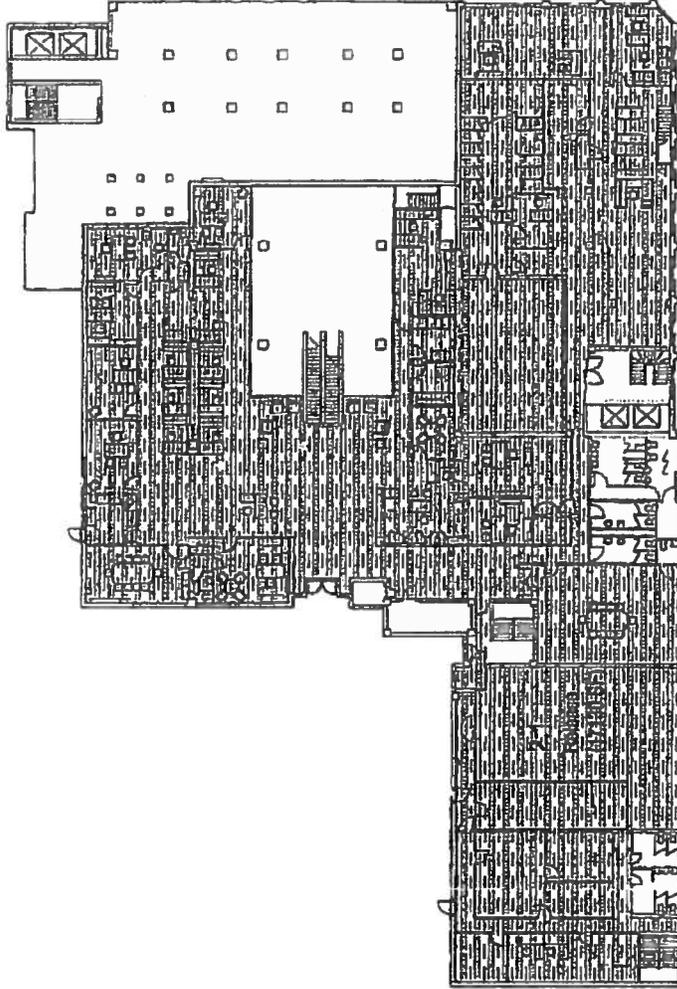
DOWNTOWN ST PETERSBURG
418 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 06/20/04

2

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND



20 YR SPACE



2 YEAR RELEASE



TENANT



VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	16056SF
FLOOR USABLE	10426SF
FLOOR RENTABLE	13882SF
20 YR USABLE	0006SF
20 YR RENTABLE	0006SF
2 YR RELEASE USABLE	3546SF
2 YR RELEASE RENTABLE	4715SF
TENANT USABLE	2831SF
TENANT RENTABLE	3496SF
VACANT USABLE	4248SF
VACANT RENTABLE	5849SF



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

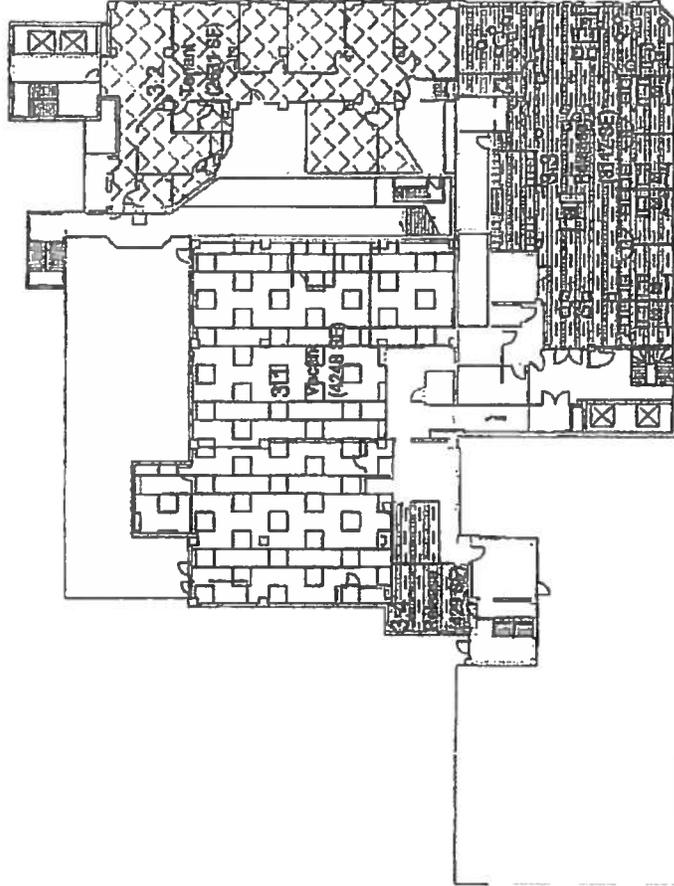
DOWNTOWN ST PETERSBURG
410 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 01/23/2004

3

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND



BOMA AREA CALCULATIONS

FLOOR GROSS	190783F
FLOOR USABLE	61659F
FLOOR RENTABLE	61065F
20 YR USABLE	00008F
20 YR RENTABLE	00005F
2 YR RELEASE USABLE	61668F
2 YR RELEASE RENTABLE	61066F
TENANT USABLE	00008F
TENANT RENTABLE	00005F
VACANT USABLE	00006F
VACANT RENTABLE	00005F



WACHOVIA



**AMERICAN FINANCIAL
REALTY TRUST**

FLOOR AREA MEASUREMENTS

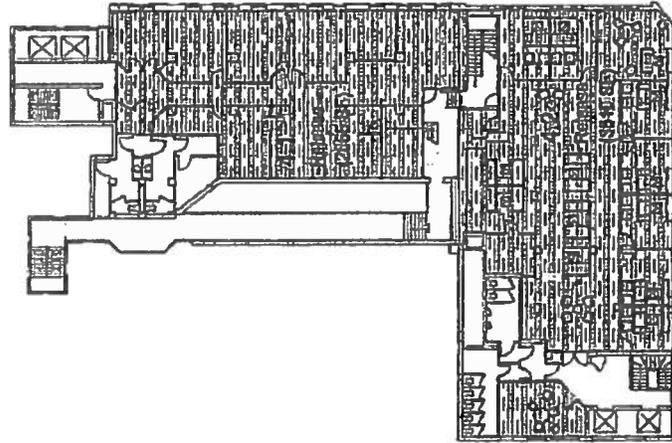
DOWNTOWN ST PETERSBURG
410 Central Ave. St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'
DATE: 02/02/04

4

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architect, Designer, Planner and Environmental Specialist

HATCH LEGEND



20 YR SPACE



2 YEAR RELEASE



TENANT



VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	66788F
FLOOR USABLE	67263F
FLOOR RENTABLE	73228F
20 YR USABLE	0000SF
20 YR RENTABLE	0000SF
2 YR RELEASE USABLE	6766SF
2 YR RELEASE RENTABLE	7322SF
TENANT USABLE	0000SF
TENANT RENTABLE	0000SF
VACANT USABLE	0000SF
VACANT RENTABLE	0000SF



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

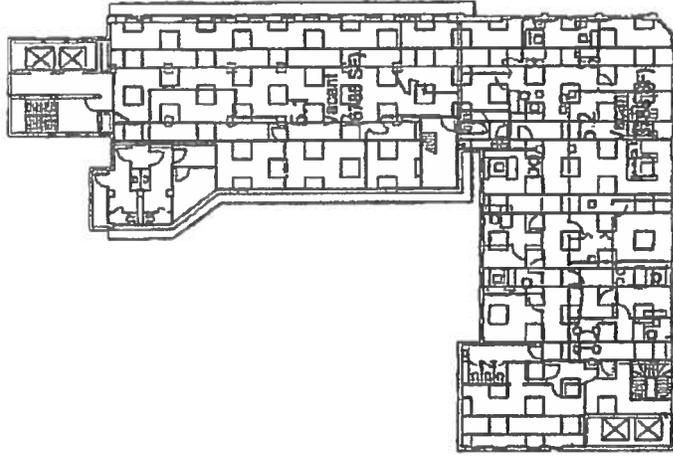
DOWNTOWN ST PETERSBURG
418 Central Ave., St. Petersburg, FL

PROPERTY ID: 061404

SCALE: 1"=40'
DATE: 06/06/04

5

FLOOR #:





Reynolds, Smith and Hills, Inc.
 Architect, Engineer, Planner and Environmental Services

HATCH LEGEND



BOMA AREA CALCULATIONS

FLOOR CROSS	8679SF
FLOOR USABLE	8613SF
FLOOR RENTABLE	7451SF
20 YR USABLE	0000SF
20 YR RENTABLE	0000SF
2 YR RELEASE USABLE	0000SF
2 YR RELEASE RENTABLE	0000SF
TENANT USABLE	0000SF
TENANT RENTABLE	0000SF
VACANT USABLE	8613SF
VACANT RENTABLE	7451SF



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

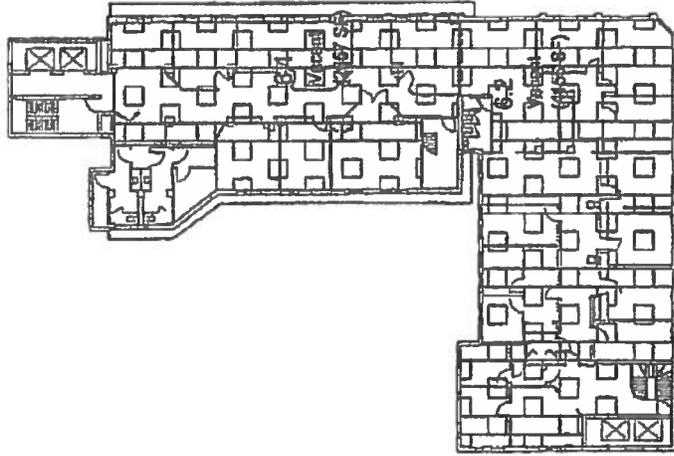
DOWNTOWN ST PETERSBURG
410 Central Ave. - St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=4'-0"
DATE: 08/28/2008

6

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND



BOMA AREA CALCULATIONS

FLOOR GROSS	40275F
FLOOR USABLE	28038F
FLOOR RENTABLE	32366F
20 YR USABLE	00000F
20 YR RENTABLE	00000F
2 YR RELEASE USABLE	00000F
2 YR RELEASE RENTABLE	00000F
TENANT USABLE	00000F
TENANT RENTABLE	00000F
VACANT USABLE	28038F
VACANT RENTABLE	32366F



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

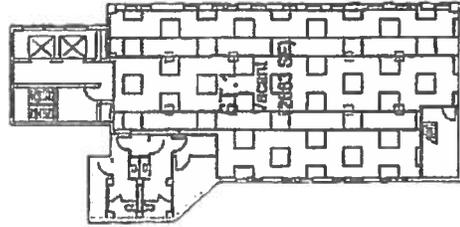
DOWNTOWN ST. PETERSBURG
410 Central Ave. St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=4'-0"
DATE: 08/27/04

6T

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND

-  20 YR SPACE
-  2 YEAR RELEASE
-  TENANT
-  VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	4027SF
FLOOR USABLE	2120SF
FLOOR RENTABLE	3266SF
20 YR USABLE	0000SF
20 YR RENTABLE	0000SF
2 YR RELEASE USABLE	0000SF
2 YR RELEASE RENTABLE	0000SF
TENANT USABLE	2120SF
TENANT RENTABLE	3266SF
VACANT USABLE	0000SF
VACANT RENTABLE	0000SF



WAOHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

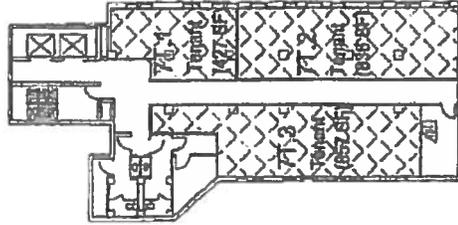
DOWNTOWN ST PETERSBURG
410 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=10'-0"
DATE: 06/09/04

77

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND

-  20 YR SPACE
-  1 YEAR RELEASE
-  TENANT
-  VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	40278F
FLOOR USABLE	20786F
FLOOR RENTABLE	32365F
20 YR USABLE	00005F
20 YR RENTABLE	00005F
1 YR RELEASE USABLE	00005F
1 YR RELEASE RENTABLE	00005F
TENANT USABLE	13525F
TENANT RENTABLE	21195F
VACANT USABLE	7278F
VACANT RENTABLE	11405F



WACHOVIA



AMERICAN FINANCIAL REALTY TRUST

FLOOR AREA MEASUREMENTS

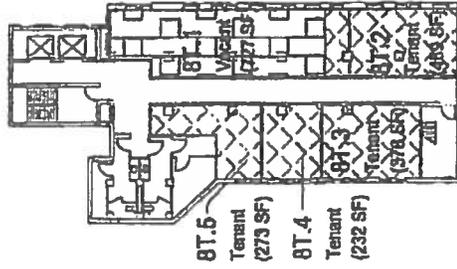
DOWNTOWN ST PETERSBURG
430 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 08/03/04

8T

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Solutions

HATCH LEGEND

- 20 YR GRACE
- 2 YEAR RELEASE
- TENANT
- VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	40276F
FLOOR USABLE	21255F
FLOOR RENTABLE	32396F
20 YR USABLE	00006F
20 YR RENTABLE	00005F
2 YR RELEASE USABLE	00005F
2 YR RELEASE RENTABLE	00006F
TENANT USABLE	11085F
TENANT RENTABLE	16986F
VACANT USABLE	10196F
VACANT RENTABLE	15036F



WAOBOVIA



AMERICAN FINANCIAL REALTY TRUST

FLOOR AREA MEASUREMENTS

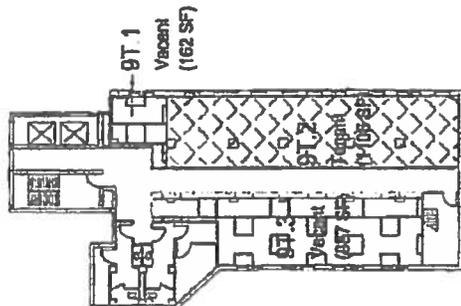
DOWNTOWN ST PETERSBURG
419 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 10/20/2004

9T

FLOOR #:





Reynolds, Smith and Hills, Inc.
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND

20 YR SPACE

2 YEAR RELEASE

TENANT

VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	4027 SF
FLOOR USABLE	2866 SF
FLOOR RENTABLE	3206 SF
20 YR USABLE	0000 SF
20 YR RENTABLE	0000 SF
2 YR RELEASE USABLE	0000 SF
2 YR RELEASE RENTABLE	0000 SF
TENANT USABLE	2866 SF
TENANT RENTABLE	3206 SF
VACANT USABLE	0000 SF
VACANT RENTABLE	0000 SF



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

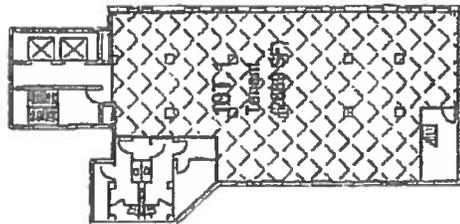
DOWNTOWN ST PETERSBURG
410 Central Ave - St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'
DATE: 08/26/04

10T

FLOOR #:





Reynolds, Smith and Hills, Inc
Architectural, Engineering, Planning and Environmental Services

HATCH LEGEND



20 YR SPACE



2 YEAR RELEASE



TENANT



VACANT

BOMA AREA CALCULATIONS

FLOOR GROSS	48278F
FLOOR USABLE	28818F
FLOOR RENTABLE	32878F
20 YR USABLE	00085F
20 YR RENTABLE	00008F
2 YR RELEASE USABLE	00008F
2 YR RELEASE RENTABLE	00008F
TENANT USABLE	00008F
TENANT RENTABLE	00008F
VACANT USABLE	26818F
VACANT RENTABLE	32878F



WACHOVIA



AMERICAN FINANCIAL
REALTY TRUST

FLOOR AREA MEASUREMENTS

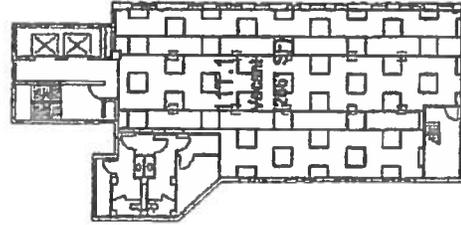
DOWNTOWN ST PETERSBURG
418 Central Ave., St. Petersburg, FL

PROPERTY ID: 081404

SCALE: 1"=40'-0"
DATE: 8/20/2009

11T

FLOOR #



TOBIAS REALTY ADVISORS, LLC

March 21, 2016

First States Investors 3300, LLC
c/o Donald Mastry, Attorney
Gramercy Property Trust
521 – 5th Avenue
New York, NY 10175

Mr. Mastry,

Re: Appraisal of Former Wells Fargo Bank Block,
Central Avenue to 1st Avenue South, From 4th to 5th Streets,
St. Petersburg, Florida 33701

As discussed, Tobias Realty Advisors, LLC. will prepare an appraisal to estimate the market value of the fee simple interest of the above-referenced property as of a current date.

The Appraisal will be made based on the *Hypothetical Condition* that the site is vacant, in fee simple interest, and available for development. As you know, the property is improved, ownership is split between various parties, and some of the parcels are subject to long term ground leases.

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Within the context of the appraisal the appraiser will address different valuation scenarios, which are necessary in the determination of highest and best use. These will specifically include:

1. Valuation of the entire block in fee simple interest, as though vacant and available for development; this will entail a valuation of the land (by sales comparison approach) without consideration of any existing buildings

Donald Mastry, Attorney
March 21, 2016
Page 2

2. Valuation of the easternmost parcel in the block, as improved with the 6-story bank building; and assuming the bank building has no parking or ingress/ egress easements over adjacent land in the subject block
3. Valuation of the entire block, as vacant, with the exception of the easternmost, 6-story bank building; and again, assuming the bank building has no parking or ingress/egress easements over adjacent land in the subject block
4. Valuation of the entire block with all existing buildings in place; existing buildings will be evaluated in their current physical condition and vacant status

The appraisals will be prepared for First States Investors 3300, LLC (Client). The *intended users* of this appraisal are the client, First States Investors 3300, LLC, the Phcil Family and the City of St. Petersburg. The *intended use* is to assist the client in resolving a dispute involving the long term, ground leases encumbering the property.

Market value is: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

This assignment will be completed within 30 days of execution of this engagement. We will furnish you three (3) hard copies plus a pdf version of the report.

¹ Interagency Appraisal and Evaluation Guidelines, Department of the Treasury; December 2010.

Donald Mastry, Attorney
March 21, 2016
Page 3

Fee for preparation of the appraisals is \$5,500, which will be due upon delivery of the appraisal reports. The fee quoted is for the appraisal reports and does not include court preparation, court testimony, or testimony in a quasi-judicial hearing, if required.

We have no present or future contemplated interest in the property being appraised, and employment in and compensation for making this appraisal are in no manner contingent upon the value to be reported nor upon the finding of any pre-determined or specific value or condition. In addition, as a member of the Appraisal Institute, the final report may be subject to peer review.

The following information, if available, is requested to assist in the timely preparation of the appraisal reports:

1. Information on any listings, offers, or sales (after April 7, 2015)
2. Any engineering or environmental reports (after April 7, 2015)
3. Estimates for cost of razing subject improvements
4. Name and phone number of contact to arrange an inspection
5. Additional information you deem relevant

The appraiser, C. Richard Tobias, MAI, had previously appraised subject property for First States Investors 3300, LLC (Client) on April 7, 2015.

If this proposal is satisfactory, please approve below where indicated and return via email or regular mail. After receipt of your acceptance, we will arrange an inspection of the property at your direction. Information about findings and conclusions will be reported only to the client and intended users, unless otherwise authorized.

Tobias Realty Advisors, LLC
723- 20th Avenue North
St. Petersburg, Florida 33704
(727) 667-8477
dicktobias@aol.com

Donald Mastry, Attorney
March 21, 2016
Page 4

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute.

Should you have any questions, please do not hesitate to call.

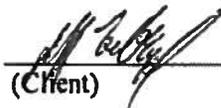
Sincerely yours,

TOBIAS REALTY ADVISORS, LLC

C. Richard Tobias
Digitally signed by C. Richard Tobias
DN: cn=C. Richard Tobias,
ou=Tobias Realty Advisors, LLC, ou
email=C.RichardTobias@trav.com, c=US
Date: 2016.03.21 17:16:16 -0400

C. Richard Tobias, MAI
State Certified General
Real Estate Appraiser RZ705

Accepted this 21 day of
March, 2016



(Client)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD



LICENSE NUMBER	
RZ705	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

TOBIAS, CHARLES R JR
723 20TH AVE N
ST PETERSBURG FL 33704



ISSUED: 11/25/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1411250002309

ECHELON

We Develop Opportunity



CITY OF ST. PETERSBURG

APR 28 2016

PLANNING & ECONOMIC DEVELOPMENT

Property Feasibility Analysis & Professional Recommendation

August 27, 2014

400 Central Avenue
St. Petersburg, FL 33701

Presented To:

Leonard S. Englander - Partner
Englander Fischer
721 First Avenue North
St. Petersburg, FL 33701
(727) 898-7210
lenglander@eflegal.com

Presented By:

Chris Eastman
Echelon PDC LLC
235 3rd Street South St300
St. Petersburg, FL 33701
727-803-8276
ceastman@echelonre.com

ECHELON

We Develop Opportunity™



August 27, 2014

Mr. Leonard S. Englander - Partner
Englander Fischer
721 First Avenue North
St. Petersburg, FL 33701

RE: 400 Central Avenue
Property Feasibility Analysis & Professional Recommendation

Dear Lenny,

Thank you for the opportunity to provide our Property Feasibility and Professional Recommendation Report for the above referenced property. We trust you will find this information helpful and informative.

Included herein, please find our complete report. In order to support our final recommendation, you will note that the report includes an Executive Summary, Site Analysis, Zoning Analysis, Market Analysis (including focus on Retail, Office & Multifamily), Property Condition Report (including a structural and environmental review), Cost Analysis, and finally, our Summary and Recommendation.

Based on the work performed and the data included herein, Echelon PDC LLC recommends that the existing structures be abated of all hazardous materials and demolished in their entirety. Given today's commercial real estate market and the specific requirements of end users and tenants, new products should be designed and built on the subject site in order to maximize return on investment. In the opinion of Echelon PDC LLC, there are no known viable renovation scenarios on this site that would provide an economically viable product in today's retail, office, or multifamily environments. Furthermore, the development potential for the subject site is attractive and the location excellent for a well-designed, mixed-use program maximizing the allowable density and intensity.

Thank you for the opportunity to be of service. Please do not hesitate to contact me directly should you have any questions.

Respectfully,
Echelon PDC LLC

A handwritten signature in blue ink, appearing to read 'CE' followed by a stylized flourish.

Chris Eastman
President

Chris Eastman - President - Echelon PDC LLC
235 Third Street South, Suite 300 • St. Petersburg, Florida 33701 • (727) 803-8276 • Fax: (727) 803-8203

Table of Contents

- I. Executive Summary

 - II. Site Analysis

 - III. Zoning Analysis

 - IV. Market Analysis
 - a. Retail
 - b. Office
 - c. Multifamily

 - V. Property Condition Report

 - VI. Cost Analysis

 - VII. Summary & Recommendation
-

I. Executive Summary

Echelon PDC LLC has been engaged by Leonard S. Englander of Englander Fischer to provide property feasibility analysis and reporting along with a conclusion and professional recommendation as to the viability of the existing structures located generally at 400 Central Avenue, St. Petersburg Florida.

Echelon PDC LLC is a subsidiary and special purpose entity under the umbrella of Echelon LLC. Echelon LLC, based in St. Petersburg, Florida, is a privately owned real estate company involved in the development, ownership and management of multi-family residential, commercial office, ancillary retail, hospitality and mixed-use real estate properties for its own portfolio and for its clients. Echelon's predecessor was established in 1987, and has developed and managed millions of square feet of commercial office, industrial, waterfront and warehouse space as well as over 30 upscale multi-family properties throughout the southeast and southwest United States. Echelon has helped to shape the commercial and multi-family landscape in the communities we serve with a commitment to superior standards, unwavering integrity, community involvement and developing opportunity. Echelon LLC was established as a new entity in 2006 through the acquisition of staff, intellectual property and certain assets of Echelon Development LLC, which was the successor-in-interest to Echelon International Corporation (formerly EIN: NYSE). EIN was the successor-in-interest to Talquin Corporation, a subsidiary of Florida Progress Corporation (formerly FPC: NYSE).

The purpose of this feasibility analysis is to test the current condition of the Property and assess its marketability in today's real estate environment.

Supporting documentation shall include the following:

- **Site Analysis** – The subject site is located in the Downtown Core of St. Petersburg, Florida. A brief description of the site, location and current improvements shall be provided.
- **Zoning Analysis** – The current zoning of the subject site shall be identified. The opportunity for allowable, potential development options allowed by the City of St. Petersburg shall be noted.
- **Market Analysis** – As noted, the property is located in the urban core of downtown St. Petersburg. Downtown St. Petersburg has experienced a renaissance in popularity and growth over the last six (6) years and is populated by restaurants, bars, parks, hospitals and is even home to two (2) higher education institutions. A macro analysis on St. Petersburg shall be provided which will help identify the strength of future development.
- **Property Condition Report** – Echelon PDC LLC shall report on the current condition of the property with special emphasis on the structural and environmental impacts of the existing structure.
- **Cost Analysis** – Echelon PDC LLC shall provide a high level cost analysis relative to the rehabilitation of the current property vs. new construction. Additional information shall be provided as to the extent of the rehabilitation required to become appropriate for today's market.

Finally, on the basis of the information compiled, Echelon PDC LLC shall make its professional recommendation as to the most appropriate course of action to pursue given today's market environment.

II. Site Analysis

The subject site is located in the heart of the downtown core of St. Petersburg, Florida bound by Central Avenue to the north, Fourth Street South to the east, First Avenue South to the south and Fifth Street South to the west. See the inset aerial images below – Figures 1, 2, 3 and 4.

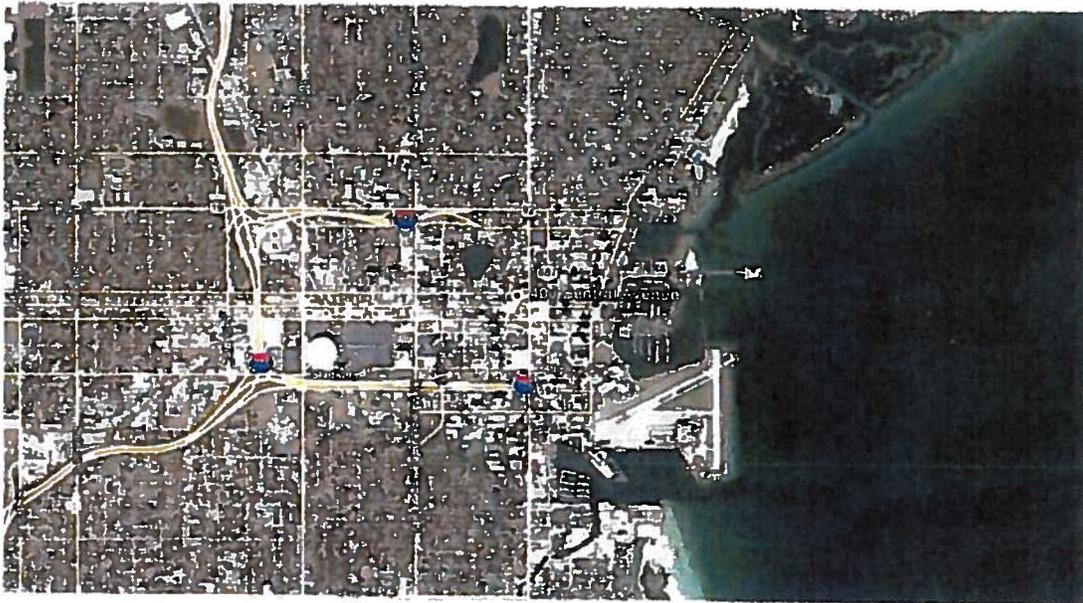


Figure 1



Figure 2



Figure 3

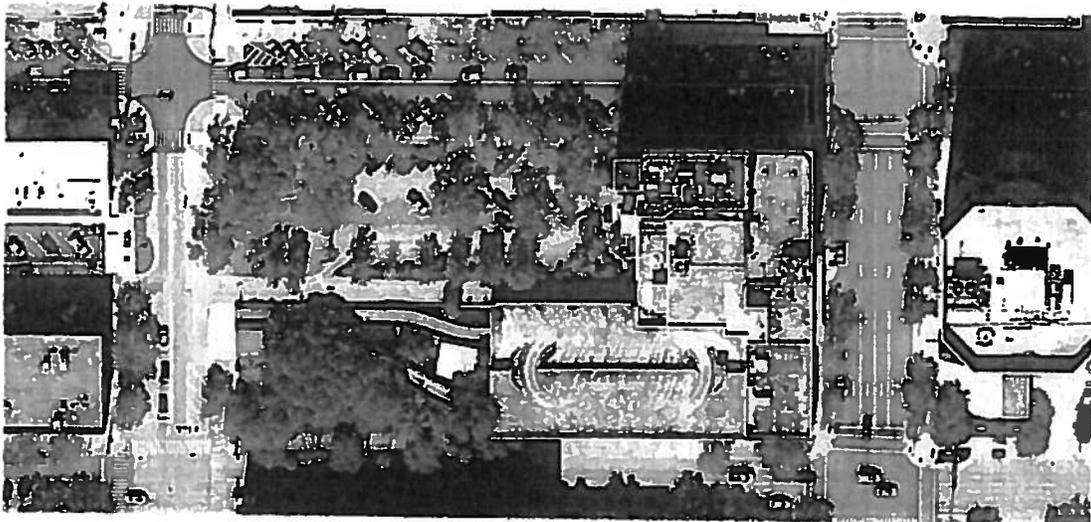


Figure 4

The subject site is made up of ten (10) individual parcels each with its own Pinellas County property card. Combined, and including the 20' x 450' alley way which bifurcates the northern and southern halves of the site, the land area totals 99,000 SF or 2.273 acres. This qualifies the site as being one of the larger and last 'Super Blocks' in the downtown core. The real property is generally made up of surface parking, building structure of former office

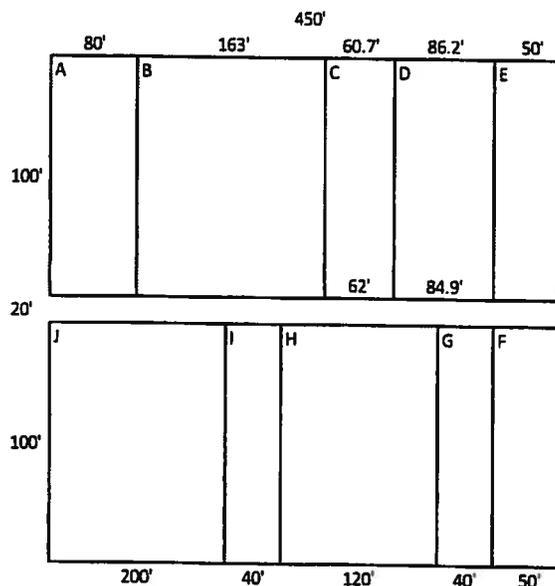
use, structured parking, and a small park space. The surface parking area as well as the structured parking facility are currently being utilized by parking patrons, however the office building(s) are not in use, nor have they been in use for (reportedly) the last eight (8) years MOL. The buildings are dilapidated, obsolete, without air conditioning and have become inhabited by homeless people over the years.

Please see Table 1 below. This chart includes the different parcels and their respective improvements, ownership structure and related land area. Also included are some representative, current photographs of the site's improvements.

PARCEL BREAKDOWN - 400, 410, 472 CENTRAL AVENUE

Parcel	Parcel #	Address	Ownership	General Use	Structure Information			Land Area SF
					Bldg SF	Built	Levels	
A	19-31-17-74466-030-0090	0 Central Avenue	First States Investors 3300 LLC	Surface Parking	-	-	-	8,000
B	19-31-17-74466-030-0050	0 Central Avenue	First States Investors 3300 LLC	Surface Parking	-	-	-	16,300
C	19-31-17-74466-030-0050	0 Central Avenue	Robert F. Pheil	Surface Parking	-	-	-	6,150
D	19-31-17-74466-030-0010	410 Central Avenue	Pheil, Clarence E Bypass Trust	Office Building	39,250	1920	11	8,550
	19-31-17-74466-030-0010	472 Central Avenue		Office Building	22,940	1960	-	-
E	19-31-17-74466030-0001	400 Central Avenue	First States Investors 3300 LLC	Office Building	31,720	1912	6	5,000
F	19-31-17-74466-030-0200	400 Central Avenue	First States Investors 3300 LLC	Office Building	8,205	1960	2	5,000
G	19-31-17-74466-030-0200	0 1st Avenue South	First States Investors 3300 LLC	Structured Parking	64,104	1960	6	4,000
H	19-31-17-74466-030-0170	0 1st Avenue South	Pheil, Clarence E Bypass Trust	Structured Parking*	-	-	-	12,000
I	19-31-17-74466-030-0160	0 1st Avenue South	First States Investors 3300 LLC	Structured Parking*	-	-	-	4,000
J	19-31-17-74466-030-0110	0 1st Avenue South	First States Investors 3300 LLC	Structured Parking*	-	-	-	20,000

*Note - Structured parking deck exists across Parcels H, I, & J, however runs with Parcel G only per Pinellas County Property Appraiser's Office.
Table 1



The facility partially consists of two (2) towers placed on a two (2) story common base structure. One (1) tower is 11 stories (39,250 gsf per PCPAO) and the other is six (6) stories (22,940 gsf per PCPAO). The facility also includes two (2) additional parcels with structures noted for office use; one (1) at 31,720 gsf and one (1) at 8,205 gsf (per PCPAO). A structured parking deck also occupies the site at 64,104 gsf.

According to the Pinellas County Property Appraiser's office, the 11 story tower was built in 1920. There are accounts, however that refine this timing stating that the original theater and hotel began construction in 1917 and was completed in 1923 with the theater portion opening to the public in 1918. The 11 story portion of the building became the Royal Trust Tower and then the First Union Tower and was remodeled in 1982. In 1960, a portion of the theater was demolished making way for the adjoining bank. This, combined with the remainder, created one, larger building. The entire structure appears to be constructed of cast in place concrete frames with only limited areas of roof construction consisting of structural steel roof systems. The exterior walls appear to be constructed of clay tile on the 11 story tower and concrete masonry unit (CMU) on the six (6) story tower. The glass and glazing system of the buildings consist of small, punched openings throughout the exterior wall system and are arranged in a non-typical fashion. A substantial amount of metal, mesh-like cladding shrouds most of the exterior structure limiting the visibility out of, and into the building. A marble façade is included at the exterior base of the towers. It is believed that the metal mesh cladding and the marble façade were added during the same renovation.

Please see Figures 5 through 12 below for representative, exterior photographs of the site and structure.



Figure 5 – Northwest View Tower



Figure 6 – Northwest View Tower & Connector



Figure 7 – Southwest View Tower



Figure 8 – East View Walk Tower



Figure 9 – East View Surface Parking

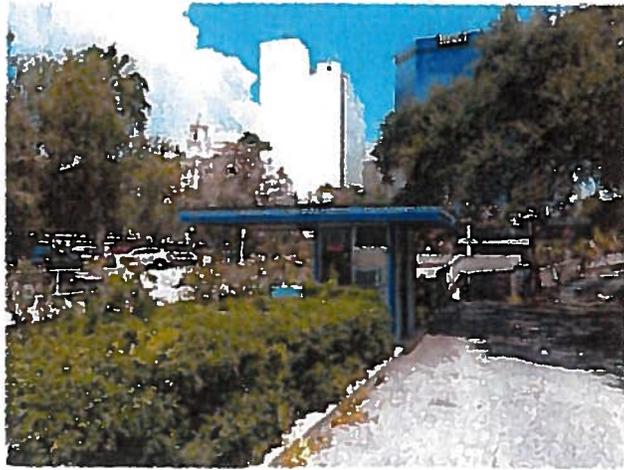


Figure 10 – East View Booth

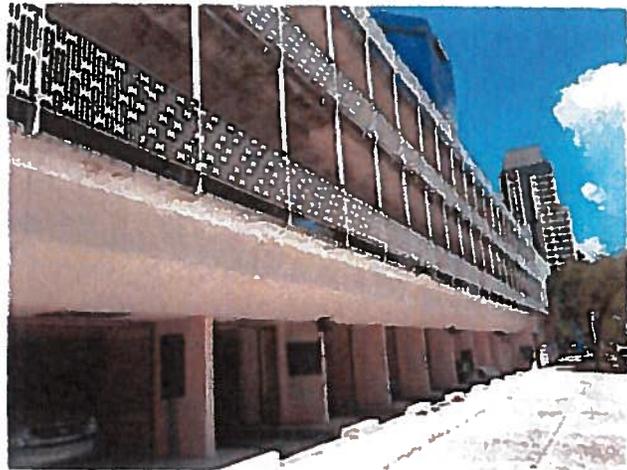


Figure 11 – South View Garage



Figure 12 – East View Crossover Connector

III. Zoning Analysis

The subject property is zoned DC-C (Downtown Center – Core) and is in an Activity Center as designated by the City of St. Petersburg zoning map and Code of Ordinances. More specifically, the DC-C zone allows intense mix of uses including, but not limited to, office, retail, multifamily housing and hotel.

16.20.120.3.1. Downtown Center-Core (DC-C).

The Downtown Center-Core District is the most intensive district in the City's schedule of regulations. The purpose of this district is to create a diverse and vibrant downtown which serves as a center for employment, entertainment and retail activity. This district, hugging Central Avenue, allows the highest densities, intensities and building height. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. The design of buildings and streetscaping (both hardscape and landscape improvements) promotes a successful people-oriented downtown area as defined in the intown redevelopment plan. Residential uses are allowed as a secondary use within the district. Uses that do not require a central location or those requiring a vehicular emphasis are less appropriate in this location and are discouraged. (Source – City of St. Petersburg, Code of Ordinances -

16.20.120.3.1. Downtown Center-Core (DC-C).

https://library.municode.com/HTML/14674/level3/PTIISTPECO_CH16LADERE_S16.20.120DOCEDIDC.html#PTIISTPECO_CH16LADERE_S16.20.120DOCEDIDC_16.20.120.3INDCDI

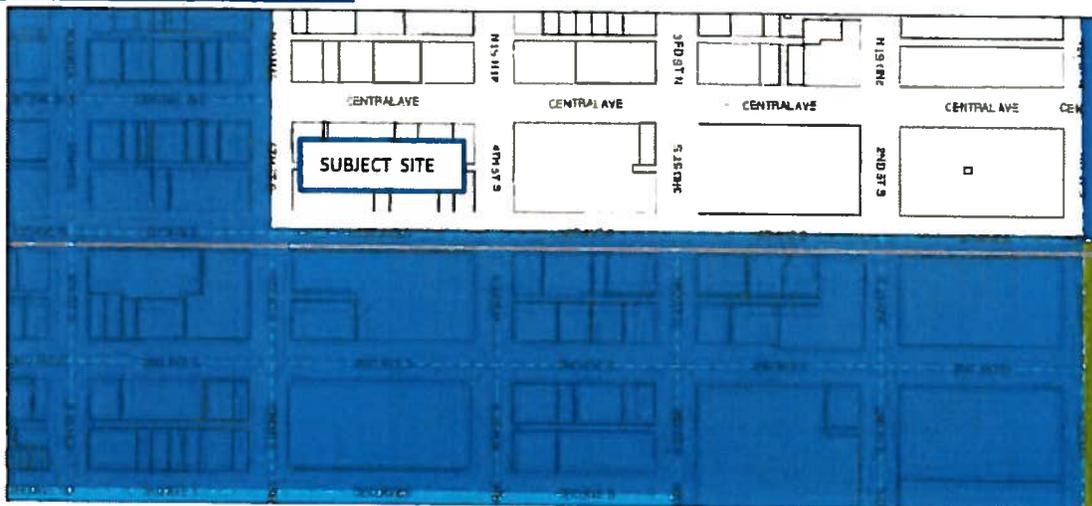


Figure 13 – Downtown Center – Core

The subject site, being located in the heart of the City's core district, has tremendous development potential. As such, the City's Land Development Regulations allow the DC-C zoning district the most intense, allowable development potential of all of the Downtown Center districts.

Floor Area Ratio (FAR) is the metric by which development intensity is measured. The higher the FAR, the more intense development can be concentrated on a given site. In the case of DC-C, FAR in excess of 8.0 can be realized by way of various FAR Bonus opportunities (such as screening parking structures, providing green space, and installing public art, for example). The below table illustrates the FAR potential of the subject site:

MAXIMUM INTENSITY						
	DC-C	DC-1 East of Dr. Martin Luther King, Jr. St	DC-1 West of Dr. Martin Luther King, Jr. St	DC-2	DC-3	DC-P
Base Approval (floor area ratio)	4.0	3.0	3.0	3.0	2.0	0.2 Over park segment where building is located
Bonus Approval, Streamline (floor area ratio)	Greater than 4.0 and equal to or less than 8.0	Greater than 3.0 and equal to or less than 7.0	Greater than 3.0 and equal to or less than 5.0	Greater than 3.0 and equal to or less than 5.0	Greater than 2.0 and equal to or less than 3.0	
Bonus Approval, Public Hearing (floor area ratio)	Greater than 8.0	Greater than 7.0	Greater than 5.0 and equal to or less than 7.0	Greater than 5.0 and equal to or less than 7.0	Greater than 3.0 and equal to or less than 4.0	
There shall be no minimum lot area in any Downtown Center District. Maximum density in any Downtown Center District shall be limited by FAR. Units per acre do not apply.						

Typically, even greater development potential exists for sites within Activity Centers by way of an FAR multiplier - and DC-C is within an Activity Center. However, in all DC zoning districts, no additional FAR pursuant to a multiplier is allowed.

Therefore, using a (conservative) 8.0 FAR on the subject site would yield mixed-use development potential of 792,000 square feet of measurable, usable area when considering the land area of the site (including the alleyway).

IV. Market Analysis

The Tampa Bay MSA has experienced positive gains in all market segments of late and the outlook is positive moving forward. The key to this resurgence is a stronger economy bolstered by job growth. Corporate expansions and start-ups in the Tampa Bay area will support a 2.6% increase in payrolls this year with about 31,000 jobs expected. The local unemployment rate posted 6.2% in May 2014. This is a 15.1% decrease from the previous year. Florida, as a whole, ended the month of May 2014 at 6.1% unemployment compared to a national average of 6.3%. *(Source – U.S. Bureau of Labor Statistics)*

Specifically, downtown St. Petersburg is in the midst of experiencing a renaissance in popularity and growth and is capitalizing on its investment. Fortified with a strong business presence, the waterfront, trendy restaurants and bars, the arts, quality hospitals and higher education – downtown St. Petersburg has something for everyone and is proving to ‘be the place where people want to be’.



Downtown St. Petersburg – Waterfront & Beach Drive

Retail Market Analysis

The retail market continues to be on the rise with good momentum in Q3 2014. Decreased vacancy and higher rental rates are prevalent in the area and strong investor presence and demand have spurred increased activity among local and national retailers alike.

Retailers in the Tampa Bay market continue to look for attractive locations with strong street presence and flow in an effort to gain new patrons. Like other markets, key elements in driving lease activity and increased rates include national and local economic expansion, strong tourism and an ever improving job market.

The Tampa Bay retail market logged nearly 275,000 square feet of absorption during the second quarter of 2014 as total vacancy levels fell to 8.2% - down from 9.2% from one (1) year ago.

Drilling down to the South Pinellas / St. Petersburg CBD, the total inventory is approximately 8,000,000 square feet of retail space with a direct vacancy rate of 7.8%. The overall average direct asking rate for retail space in this submarket is \$13.82 NNN.

Office Market Analysis

Like other markets, the office sub-market continues to improve in the Tampa Bay MSA driven by increased optimism in the national and local economy. This results in decision making for business growth, migration and commercial office real estate transactions. While some employers choose to expand their existing office space, others have simply grown out of their current location and have moved – but staying within the market.

Migration to urban core areas has become attractive to employers – both small and large – given that these areas are continuing to evolve into ‘live, work and be entertained’ environments. Shorter commutes to work and entertainment venues have significant value to the general workforce population and the decision makers realize it.

Tampa Bay's overall office vacancy began Q3 2014 at 17.5% (compared to 18.3% same period last year) while Class A space fell to 15.8%.

Overall, Pinellas County's office market saw increased activity during the first half of 2014, especially in downtown St. Petersburg, where increased retail and new multifamily development drove the activity. Currently, the St. Petersburg CBD office submarket carries 2,906,893 square feet of inventory with a total vacancy of 17.2%. The average, full service lease rate for Class A space in the St. Petersburg CBD is \$23.10/SF and \$18.52/SF for Class B and C space. It should be noted here that only eight (8) of the 52 total office buildings in the St. Petersburg CBD are considered Class A. This illustrates a need for more Class A business address choices in the downtown corridor.

Multifamily Residential Market Analysis

After nearly four (4) years of multifamily demand outpacing apartment completions, supply growth will prevail in Tampa Bay this year pushing up the vacancy rate. A wave of rentals will come on line this year focusing on downtown Tampa, downtown St. Petersburg, Westshore and the Gateway areas. St. Petersburg alone will account for nearly 1,400 unit deliveries in 2014. This dense, urban infill is a shift from the traditional suburban development of recent years. As this urban development continues, an upward pressure on Class A suburban vacancy will ensue. This supports the previously stated trend that today's demographic wants to be in the urban core – downtown and close to jobs.

The new supply will arrive during a period of strong and sustained job growth in the area. A large contributing factor for new multifamily starts in the downtown St. Petersburg area is the presence of USF St. Petersburg, All Children's Hospital / Johns Hopkins Medicine and Bayfront Medical Center lining the southern boundary.

Multifamily development will also affect investment. Infill sites will receive greater interest from development oriented parties as well as investors continuing to search for stabilized properties in areas with the solid demand drivers such as business districts.

From an outlook standpoint, multifamily brokers report that the apartment market will continue to enjoy strong demand across the board. Migration will continue to the area and job growth is expected to remain healthy. Rental stock within the entire region is expected to grow by 4,200 units set to deliver in 2014 and set to challenge absorption. Multifamily demand will now trail supply driving up vacancy rates by 60 basis points while vacancy is expected at 6.2%. Rents continue to accrete upward as this year's rents will yield an increase of 2.8%.

In summary, we remain very optimistic about the retail, office and multifamily sub-markets in the Tampa Bay region; specifically downtown St. Petersburg. As the economy continues to improve, so will job growth spurring the need for new, desirable space for people to live, work and be entertained.



Downtown St. Petersburg – 4th Street Corridor

V. Property Condition Report

As outlined and agreed to in our Proposal of July 7, 2014, Echelon PDC LLC required that certain underwriting be performed in order to support our professional recommendation for the property. Key to that requirement was a visual structural review as well as an environmental survey.

Consistent with our proposal, we engaged Richard Adams Engineers & Consultants, P.A. and Greenfield Environmental to perform the structural and environmental surveys, respectively.

Structural Survey

Echelon PDC LLC engaged and managed Richard Adams Engineers & Consultants, P.A. ("Structural Contractor") to perform the structural survey, which reviewed the structural condition of the building for future development. The scope included the review of exposed structural elements only to identify major structural damage or areas of concern with the structural system. The survey was limited to a review of the structure and associated structural components using visual methods, thus unexposed areas of the structure or areas covered by finishes (interior and/or exterior) are not covered by the survey. Although the survey was comprehensive, it is possible that unobservable or hidden conditions may exist that could affect the performance of the facility. The scope included:

- A. A focused review of all exposed structural beams, columns, bearing walls, and elevated floor slabs. The survey was visual only and did not include testing or soil investigation. Destructive testing was not performed as part of this scope.

Structural Summary

As engaged, the Structural Contractor performed the unencumbered site review of the subject property on July 30, 2014 focusing the investigation on the two (2) building towers and the common base structure. The review was limited to the visual structural elements and included the structural flooring systems, vertical support and roof elements. We did not engage the Structural Contractor to conduct structural evaluation of the parking garage.

The Structural Contractor was able to physically walk through all of the floors and view a majority of the areas of the structure. Although the premises appeared to be dilapidated, inhabited by the homeless and vandalized, it did not appear to have any structural damage or signs of structural fatigue. The Structural Contractor notes that the flooring systems appeared to be in reasonably good shape considering their age and had no indication of cracking. They note that the only area of visual structural interest was in the basement of the building where it looked as if the original concrete structure was modified to accommodate the construction of the adjacent parking structure. They observed that the concrete slab was hastily cut and ragged looking, however did not appear to represent an immanent structural danger.

Although the structural integrity of the frame seems to be in good shape, specific attention should be given to the wind load capacity of the existing 11 story structure. As any renovation to restore the premises to a useful state would require (at least) a Level 3 Alteration as defined by the Florida Building Code – 2010 (FBC-2010), this would trigger a full structural engineering review and analysis that the structure complies with the current FBC-2010.

Because the original 11 story tower was constructed between 1917 and 1923, many structural challenges to evaluate and renovate the building(s) to meet the present building code requirements would certainly exist; specifically as it relates to wind loading. The Structural Contractor states, *“The renovation of the present structure to meet the present codes as we believe would be required under the Existing Building Code would most likely require replacement of all the glazing, major reinforcement (if not replacement) of the exterior wall elements, and substantial improvement of the lateral bracing system for the building. These improvements are technically feasible (however) they would require a very large financial investment to construct.”*

The Richard Adams Engineers & Consultants, P.A. Assessment of Structural Condition of Structure is included herein in its entirety and is referred to as

Report 1. The report includes representative photographs, vicinity maps, excerpts from the FBC-2010, and wind loading codes and calculations.

Environmental Summary

Echelon PDC LLC engaged and managed Greenfield Environmental, an EPA accredited inspector (Contractor) to perform the Asbestos Survey and reporting as well as the Hazardous Wastestream Assessment. It was determined through visual analysis that a Lead Based Paint Screening would not be required for support of this report. The environmental survey scope of work included:

Asbestos

- A. Contractor performed a walkthrough of the building ("Structure") and documented the types of construction including HVAC and other building systems. This step was used to determine sample collection areas. The Contractor relied on the Property Manager (PM) to provide total access to all secured areas i.e. vaults, electrical/mechanical rooms, elevator and escalator equipment, etc.
- B. Contractor performed the actual sample collection based on the observations made during Step A. Bulk samples were obtained from building materials, which were suspected to contain asbestos. This sample collection included all significant building materials.
- C. Contractor analyzed the building material bulk samples obtained in Step B for asbestos type and percentage of asbestos content using Polarized Light Microscopy. This method specifically identified the crystalline forms of asbestos minerals such as chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite.
- D. Contractor evaluated areas which have been determined by Step C to contain asbestos materials. This was accomplished by combining the observations and field notes made of the areas or materials during Step A and B with specific characteristics such as its condition and location. These characteristics are interpreted and discussed in Step

E, in the conclusions and recommendations section of the final report.

- E. Contractor developed a final written report after the completion of Steps A through D. The report includes:
- a. Structure Descriptions
 - b. Suspected Asbestos Containing Materials
 - c. Polarized Light Microscopy Results
 - d. Hazard Assessment and Evaluation
 - e. Conclusions and Recommendations

Hazardous Wastestream Assessment

Contractor provided a hazardous wastestream assessment for the commercial structures. The purpose of the assessment is to assess for the presence, extent and condition of potentially hazardous materials such as fluorescent lights, ballasts, mercury containing switches, hydraulic fluids, refrigerants and other potential wastes. The location and quantities of the wastestreams are outlined in a letter report.

The Greenfield Environmental, Inc. Interim Report of the NESHAP Demolition Survey, Sampling and Evaluation of Asbestos Containing Materials dated August 26, 2014 and the Hazardous Wastestream Assessment Letter are included herein in their entirety and are referred to as Reports 2 and 3, respectively. It should be noted here that the Asbestos Containing Materials Report does not include the additional +/- 70 pages of lab data. It was determined that the lab data could be requested and distributed separate and apart from this report from those who desired the detailed information.

Environmental Summary

The Contractor obtained samples from the following locations:

- 400 Central Avenue – 6 Story Building
- 410 Central Avenue – 11 Story Building
- 424 Central Avenue – Western Portion of 1st Floor of 410 Central

- The Crossover Structure – Bridging the Alleyway
- 31 4th Street South/ 0 4th Street South – 2 Story Building
- Parking Structure
- Storage Structure
- Parking Attendant Structure

All accessible suspect building materials were sampled at the interior, exterior and roof area of the structures. It was noted that elevator shafts and doors, bank vault doors and file cabinets were also inspected for ACMs.

The following suspected building materials contained asbestos and must be removed prior to demolition or any significant renovation work provided that the renovation work would disturb the existing asbestos – which would be likely.

- Mirror Mastic
- Sink Mastic
- Floor Mastic
- Duct Insulation Wrap w/ Mastic
- Foil Wrap w/ Mastic
- Wall Mastic
- Rolled Roofing
- Roofing Mastic
- Ceiling Tiles w/ Mastic
- Duct Insulation Tape
- Vinyl Floor Tile
- Corrugated Insulation Paper
- Ceramic Tile w/ Floor Mastic
- Caulking
- Vinyl Floor Sheeting w/ Mastic
- Window Glazing
- Pipe Insulation w/ Wrap and Mastic
- Vinyl Base Cove
- Hard Water Line Elbows
- Cement Board Roof Panel
- Built-up Roofing

- Select Metal Doors

While ACMs were found in samples across many different types of building materials, they did not exist in large quantities. Out of the 1,027 samples that were taken, 65 of them were found to contain asbestos in amounts greater than 1%. Therefore, the amount of ACMs present at the subject property is not significant given the size of the premises. Nonetheless, the presence of asbestos containing materials present a burden on the owner of the property regardless - whether the facility is to be demolished or renovated for future use.

Additionally, the following hazardous waste materials will require removal prior to demolition or renovation:

- Electrical Ballasts
- Fluorescent Light Bulbs
- Smoke Detectors
- Thermostats
- Hydraulic Door Closers
- Sodium Hydroxide (one 6 gallon drum)

VI. Cost Analysis

The ability to make a reasonable decision on the proper disposition of any property as to future use relies heavily on costs and potential returns. In the case of the subject property, many factors must be considered along with a set of assumptions when considering the proper course of action. For the purposes of this analysis, a comparison of cost ranges shall be made given today's construction market and associated pricing when considering the renovation of the existing structures versus the demolition of the existing structures and a re-purposing of the site.

Renovation of Existing

As stated above, a myriad of assumptions must be made as to the extent of the renovation scope of work for the subject property given its condition and what's needed to support a viable commercial product in the market today. It's clear that the premises is obsolete and, given the report of the Structural Contractor, extensive structural modifications to the exterior envelope of the 11 story tower relative to wind loading deficiencies would be likely. A host of other factors related to the upgrade of the facility to meet current Florida Building Code (such as electrical, HVAC, fire protection, life safety etc.) along with compliance with the current Americans with Disabilities Act (ADA) also need to be considered. With that, it's reasonable to assume that a complete demolition down to the existing structural frame would be required. (Note that the Structural Contractor has also documented that extensive floor load testing would have to be performed to determine whether or not the existing floor loading also meets current code. In this scenario, we're assuming that the floor loading would meet current code per the Structural Contractor's comments in order to preserve the structural frame.)

Renovation of Existing Structure

Hard Cost - Shell Shape	\$ 90.00	to	\$ 100.00 /SF
Hard Cost - Build Out	\$ 80.00	to	\$ 90.00 /SF
Hard Cost Construction Estimate - Subtotal	\$ 170.00	to	\$ 190.00 /SF
Design, Soft Costs & Fees	\$ 24.00	to	\$ 27.00 /SF
Estimate Total	\$ 194.00	to	\$ 217.00 /SF

A range of \$194.00/SF to \$217.00/SF development cost is estimated for the renovation. This cost estimate does not include land or any work associated with the parking structure in an effort to isolate the building construction cost. As can be seen, renovation involving selective demolition to the level and extent required by the subject property is not inexpensive from a unit price standpoint. Further, the Owner is left with small floor plates and compartmentalized, usable space which is extremely difficult to lease in the current marketplace.

Demolition / New Construction

An alternative to the selective demolition and rehabilitation of the existing structure is complete demolition and building a new facility. There are a number of advantages to taking this approach including avoiding the building envelope selective demolition procedure associated with the wind load compliance issue, eliminating an inefficient floor plate, and capitalizing on the development potential that is afforded the property by the City. Building new also gives the Owner the opportunity to design and build for *this market* – not a market of days gone by. This, of course, is key to the economic success of this property. Below is a high level estimate of the demolition and new construction scenario.

<u>Demolish Existing - Build New Structure</u>		
Hard Cost Construction Estimate - Subtotal	\$ 160.00	to \$ 177.00 /SF
Design, Soft Costs & Fees	\$ 22.00	to \$ 25.00 /SF
Estimate Total	\$ 182.00	to \$ 202.00 /SF

A range of \$182.00 to \$202.00/SF development cost is estimated for complete demolition of the existing structure(s) and providing a new design and construction for the site. In an effort to align the pricing, this estimate does not include land or work associated with the existing (or new) parking structure. This estimate is, however, indicative of today's construction pricing for a 10 story, post-tensioned cast in place concrete framed office building including precast and glass envelope components. The subject office building is 300,000 SF and includes 30,000 SF floorplates; a product that is very desirable in today's market.

VII. Summary & Recommendation

Summary

Echelon PDC LLC, as a qualified real estate professional located in St. Petersburg, Florida, is charged with providing its professional recommendation as to the appropriate future course of action with respect to the subject property located at 400, 410, and 472 Central Avenue.

The subject site is one of the last 'Super Blocks' in downtown St. Petersburg and is located in the Downtown Center – Core (DC-C) zoning district; the most intense zone with regard to density potential. As an example, the current Land Development Regulations allow for mixed use development potential of 792,000 SF when considering an allowable FAR of 8.0.

Downtown St. Petersburg has been reinvented and people are taking notice. Bolstered by a strong business presence, the beautiful waterfront and popular places to dine and be entertained, St. Petersburg is doing well in all real estate market segments; retail, office and multifamily. We expect that the trend will continue given the strengthening of our economy and job growth. We see the need and great potential for additional retail, office and multifamily in Downtown St. Petersburg.

The structural evaluation of the subject property revealed that the structural frame appears to be in decent shape, however there is concern over the wind load capacity of the building envelope; specifically in the 11 story tower. Any renovation of the existing facility to attempt to bring it up to today's market standards would trigger code compliance requirements for all facets of construction including (but not limited to) wind loading of the existing vertical, exterior walls and roof, electrical, HVAC, fire protection, life safety and ADA.

The asbestos and waste stream analysis revealed hazardous materials that must be removed from the building prior to any demolition work. This was expected given the age of the structures.

The cost associated with the selective demolition of the existing structure(s) and renovation and full demolition and new construction was evaluated on a level basis. Given the requirements of the selective demolition scenario and the restrictions associated with the wind load concerns, it appears that the cost to renovate the existing structure(s) is likely to be more expensive (on a unit price basis) when compared to new construction. The expense associated with the additional structural review and engineering, selective demolition of the exterior wall system, temporary bracing of the structural frame during construction and the marriage of new construction materials to existing is inefficient and cost prohibitive.

Demolition of the existing structure(s) and building new provides a number of advantages to the Owner. Avoiding the building envelope selective demolition procedure associated with the wind load compliance issue, eliminating an inefficient floor plate, and capitalizing on the development potential that exists on that site are just a few examples of the advantages with new construction. Similarly, the cost to construct new is estimated to be less on a unit price basis than the renovation program for the subject property.

Recommendation

Based on the work performed and the data included herein, Echelon PDC LLC recommends that the existing structures be abated of all hazardous materials and demolished in their entirety. Given today's commercial real estate market and the specific requirements of end users and tenants, new products should be designed and built on the subject site in order to maximize return on investment. In the opinion of Echelon PDC LLC, there are no known viable renovation scenarios on this site that would provide an economically viable product in today's retail, office, or multifamily environments. Furthermore, the development potential for the subject site is attractive and the location excellent for a well-designed, mixed-use program maximizing the allowable density and intensity.

###



**RICHARD ADAMS
ENGINEERS & CONSULTANTS, INC.**

Statics meets Reality

410 Central Avenue

St. Petersburg, Florida

Assessment of Structural Condition of Structure

Prepared For:

**Mr. Steven Kurcan
Echelon LLC
235 3rd Street South, Ste. 300
St. Petersburg, Florida 33701**

Prepared By:

**Richard R. Adams, P.E.
Richard Adams Engineers & Consultants, Inc.
Consulting Engineers
5507 E. Busch Boulevard
Tampa, Florida 33617**

August 26, 2014

Table of Contents

SECTION 1:	Description of Scope of Review.
SECTION 2:	Structural Observations of Structure.
SECTION 3:	Photographs and Sketches.

List of Photographs and Figures:

Photograph # 1:	View of exposed concrete floor on the Eleventh Floor of the tower. Note the floor does not display any structural cracking or fatigue.
Photograph # 2:	View of exposed concrete floor on the Seventh Floor of the tower. Note the floor does not display any structural cracking or fatigue.
Photograph # 3:	View of an area where it appears an older concrete floor was cut to allow the construction of a newer basement wall and floor slab above the older slab.
Photograph # 4:	Second view of the same area shown in Photograph # 3. note the steel beam and concrete floor extending over the wall on the right side of the photograph.
Photograph # 5:	View of exposed exterior wall system which appears to be clay tile construction.
Figure # A:	Vicinity map of general area to locate the structure. This map was provided by Google Maps.
Figure # B:	Aerial of Subject building and surrounding area as provided by Google Earth.
Figure # C:	The Florida Building Code (FBC) Existing Building (2010) definition of Alteration – Level 3.
Figure # D:	Florida Building Code Existing Building requirement of an engineering evaluation and analysis that the structure complies with the Florida Building Code for wind loading.
Figure # E:	American Institute of Steel Construction (AISC) first manual dated 1930 suggested to use a design wind pressure of 15 PSF.
Figure # F:	Southern Standard Building Code 1960 Edition requires a building of the height of 51' to 99' in the Southern Coastal Regions to be designed for lateral load of 45 PSF.
Calculations:	Calculation sheet CC1 to CC4 to determine ASCE 7-10 wind pressures.

Section 1: Description of Scope of Review

Richard Adams Engineers and Consultants, P.A. received a request from Mr. Steven Kurcan, of Echelon LLC to review the structural condition of the two tower building located at 410 Central Avenue, St. Petersburg, Florida. We were not directed to review the attached parking garage to this building. Please refer to Figure A (attached) for a small vicinity map to establish the location of the structure. The purpose of the review was to determine the present structural condition of the building and comment on the possibility of structurally renovating the building to be leased as an office building.

Mr. Richard Adams, P.E. of our office, performed the unencumbered site review on Wednesday, July 30th with other professionals reviewing environmental conditions of the structure. The focus of this investigation was limited to these two building towers with attached base building and was limited to the visual structural elements of the structure to include the floor, column and roof elements. Our review was limited to visual means; we did not take, nor were requested to take any physical samples of materials located on this project. We were not offered, or are aware of, or had access to any plans that reflect the existing structural systems of this portion of the structure. We were given leasing brochure materials which provided a general layout of the various floor plans at each building level. Our purpose was to perform a visual review of the present condition of this structure and comment on the structural feasibility of renovating the building to become a leasable product. We are under the impression that the present building has been vacant since 2006 without air conditioning or continued building maintenance. The results of our review can be found in detail in Section 2 of this report. Although this review was comprehensive, it is possible that unobservable or hidden conditions may exist that could affect the performance of the facility.

This facility has two towers placed on a two story common base building, one of the towers is eleven stories and the second tower is six stories. The Pinellas County Property Appraiser's Office indicates the eleven story building was constructed in 1920 and measures approximately 39,250 square feet in building area. The same source indicates "Building Two" (we assume the six story tower) was constructed in 1960 and measures approximately 22,940 square feet. This record indicates and we confirmed by observation that both buildings were constructed with poured in place concrete frames with minor roof areas having structural steel roof systems. The exterior wall systems confirmed by observation are clay tile on the eleven story tower and concrete block on the six story tower.

Section 2: Structural Observations of Structure

General Observations:

This office structure has two separate towers which extend from a common two story base structure and has been completely built out with office finishes on all of the floors. It appears the building has been vacant for a few years and we have been informed the last office tenants vacated approximately in the year 2006. We noted the structure has been inhabited by homeless persons through unauthorized entry from various points of entry and broken windows. These inhabitants have spray painted walls and caused some damage, however no structural damage was noted. We were able to physically walk through all of the floors and view a majority of the areas of the structure. We did not note any structural damage or signs of structural fatigue in the building. The visible floor areas seem in good condition in consideration of the age of the structure, with no indication of structural cracking (See Photographs # 1 and 2). The only area of structural interest was in the basement of structure where it appeared the original structure was modified for the construction of the adjacent parking garage. It appears that a concrete slab was hastily cut to allow placement of a new basement wall (See Photographs # 3 and 4). The partial demolition of this wall and slab system is not representative of good construction workmanship, however does not appear to be structurally unstable or exhibiting any structural fatigue.

We did not observe any structural fatigue or areas of concern in our review of the structure. We are unable to comment on the floor load capacity of the structure, however as stated earlier we did not note any structural conditions of concern.

We have been informed that there is consideration to return this structure to an office building and renovations may be planned. The Florida Building Code (FBC) Existing Building (2010) defines Alteration – Level 3 (see Figure C) where the work area exceeds 50 percent of the aggregate area of the building in a 12 month period. Improvements to this structure to allow the structure to be leased as an office building would most likely be considered a Level 3 Alteration under the Existing Building Code. This level of Alteration requires an engineering evaluation and analysis that the structure complies with the Florida Building Code for wind loading (see Figure D).

The Eleven story tower being constructed in 1920 presents many structural challenges to evaluate the structure and most importantly renovate to meet the present Florida Building Code (FBC). The present FBC requires wind design to be based on forces defined in "*Minimum Design Loads for Buildings and Other Structures*" published by American Society of Civil Engineers generally referred as ASCE 7-10. The wind speed established in Pinellas County is 145 MPH (equal to 112 MPH under the previous code) to be applied to the structure. Assuming a mean roof height of 143 feet (using a floor to floor height of 13'-0" times 11 floors) this equates to a base wind pressure of 37.5 PSF (working pressure or ASD; not factored) in which factors based on building components are to be applied.

The code required wind pressure for the lateral bracing systems based on the assumed building height of the 143 feet and a tower plan dimensions of approximately 40'-0" x 100'-0" is 48.7 PSF (ASD). The loading caused by wind at that period in history was not clearly defined in structural codes. In reviewing the American Institute of Steel Construction (AISC) first manual dated 1930 (see Figure E) it is suggested to use a design wind pressure of 15 PSF on the vertical surface of the structure. This is significantly less than the 37.5 PSF calculated above. The wall materials such as glazing and exterior wall elements are required to resist wind pressures of 54.0 PSF negative (ASD) under the present ASCE 7-10 building code. We are of the opinion the present glazing systems are not designed for this wind pressures and probably do not meet the impact glazing under the present code. The exterior wall system observed was clay tile material (see Photograph #5) which was very typical construction at that period of time. This material is generally not reinforced and does not have the ability to resist the amount of wind pressures.

The adjacent six story tower would most likely be designed under the Southern Standard Building Code 1960 Edition (see Figure F). This code requires a building of the height of 51' to 99' in the Southern Coastal Regions to be designed for lateral load of 45 PSF. The present ASCE 7-10 code for a 78'-0" tall building (six floors at 13'-0" floor to floor height) requires the lateral wind force resisting system to resist 42.7 PSF (ASD) and wall elements to resist 47.8 PSF (ASD). Our professional opinion is that although this building code was probably in force at the time of construction which required the building it be designed for these forces; it is unlikely the wall systems and glazing were designed for these forces. Additionally the glazing does not appear to be impact rated as required for the glazing under the present code.

Our office has recent experience in renovation of pre 1950 buildings in the Pinellas County area which required the exterior wall systems to be improved to meet current wind code forces. This often required complete replacement of the glazing systems. The exterior wall systems were either replaced or a second support system inside the structure was created to support these wall systems. These improvements were very costly and these structures were not the size of the subject property. The larger scale of the subject property would cause the cost of these improvements to be even more costly.

Summary:

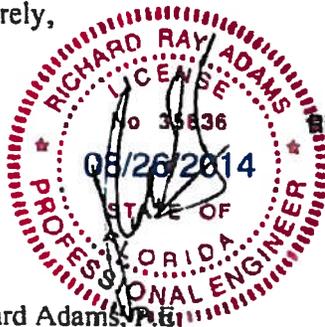
In summary we did not observe any structural fatigue or areas of concern in our review of the structure. We are unable to comment on the floor load capacity of the structure, however as stated earlier we did not note any structural conditions of concern. In our research of older codes to include the AISC first manual dated 1930 and the Southern Standard Building Code; both codes suggested floor loading for office spaces as 50 PSF design load. This design floor loading would be acceptable under the present building codes so it is likely that the present floors are designed for the anticipated office use.

The wind or lateral loading of the structure is likely a different matter. The original structure was designed and constructed in the 1920's and as such does not likely meet the modern building wind codes. The renovation of the present structure to meet the present codes as we believe would be required under the Existing Building Code would most likely require replacement of all of the glazing, major reinforcement (if not replacement) of the exterior wall elements, and substantial improvement of the lateral bracing system for the building. These improvements are technically feasible they would require a very large financial investment to construct.

Richard Adams Engineering reserves the right to revise or update any of the observations, assessments and / or recommendations as conditions change or additional information becomes available.

We thank you for the opportunity of providing you Structural Engineering services and look forward to our next opportunity to be of service. If clarification or additional information is required, please feel free to contact me.

Sincerely,



Richard Ray Adams

Digitaly signed by Richard Ray Adams
DN: CN=Richard Ray Adams,
O=Richard Adams Engineers &
Consultants, P.A.,
E=Radams@radamsengineers.com,
L=Tempa, S=Florida, C=US
Reason: Submitted for Review
Date: 2014.08.26 17:34:36 -0400

Richard Adams, P.E.

Doc: L:\2014-letters\14173 400 Central Ave ST Pete STR-FINAL doc

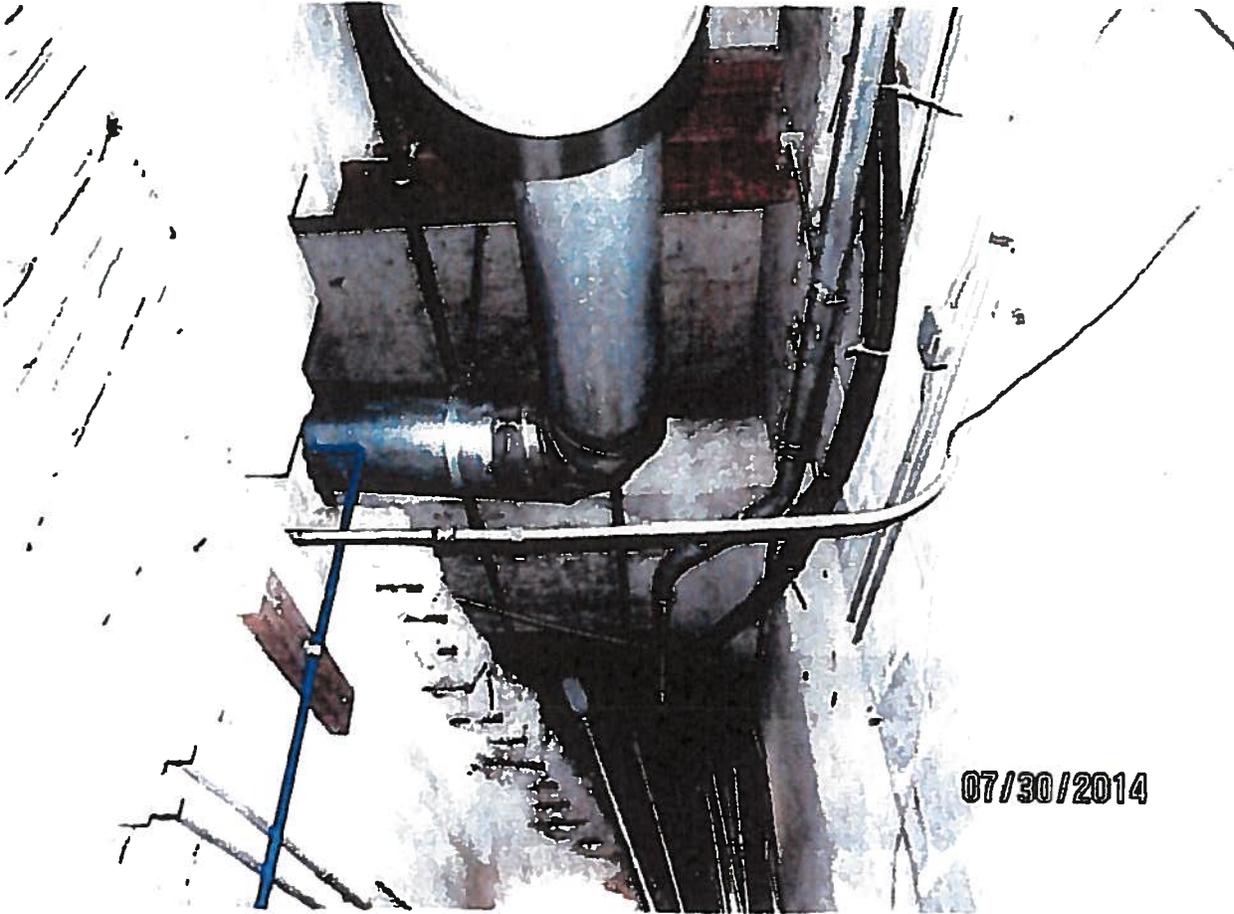
Section 3: Photographs and Sketches.



Photograph # 1: View of exposed concrete floor on the Eleventh Floor of the tower. Note the floor does not display any structural cracking or fatigue.



Photograph # 2: View of exposed concrete floor on the Seventh Floor of the tower. Note the floor does not display any structural cracking or fatigue.



Photograph # 3: View of an area where it appears an older concrete floor was cut to allow the construction of a newer basement wall and floor slab above the older slab.



Photograph # 4: Second view of the same area shown in Photograph # 3, note the steel beam and concrete floor extending over the wall on the right side of the photograph. This steel beam and concrete floor appears newer than the lower wall system. This steel beam and concrete floor system is supported beyond the partially demolished wall and does not require any support from this wall.



Photograph # 5: View of exposed exterior wall system which appears to be clay tile construction.

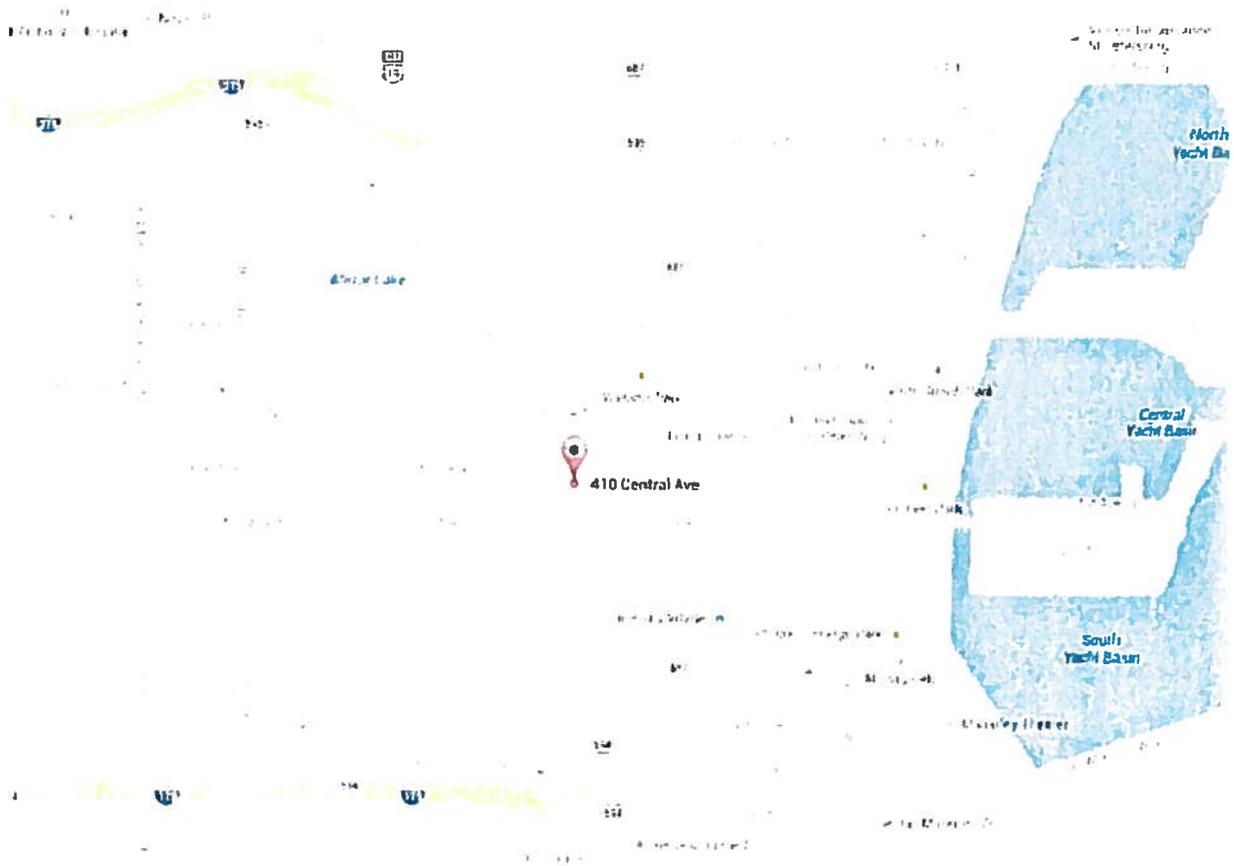


Figure # A: Vicinity map of general area to locate the structure. This map was provided by Google Maps, and we have assumed that north is located up on this map.



Figure # B: Aerial of Subject building and surrounding area as provided by Google Earth. We have assumed that north is located up on this map.

CHAPTER 4
CLASSIFICATION OF WORK

SECTION 401
GENERAL

401.1 Scope. The provisions of this chapter shall be used in conjunction with Chapters 5 through 12 and shall apply to the *alteration, repair, addition and change of occupancy* of existing structures, including historic and moved structures, as referenced in Section 101.5.2. The work performed on an *existing building* shall be classified in accordance with this chapter.

401.1.1 Compliance with other alternatives. *Alterations, repairs, additions* and changes of occupancy to existing structures shall comply with the provisions of Chapters 4 through 12 or with one of the alternatives provided in Section 101.5.

401.2 Work area. The *work area*, as defined in Chapter 2, shall be identified on the construction documents.

401.3 Occupancy and use. When determining the appropriate application of the referenced sections of this code, the occupancy and use of a building shall be determined in accordance with Chapter 3 of the *Florida Building Code, Building*.

401.4 A design professional or an owner must elect one or a combination of levels of alteration pursuant to Sections 403, 404 and 405 of this code.

SECTION 402
REPAIRS

402.1 Scope. *Repairs*, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

402.2 Application. *Repairs* shall comply with the provisions of Chapter 5.

402.3 Related work. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered part of the *repair* and shall not be subject to the provisions of Chapter 6, 7, 8, 9 or 10.

SECTION 403
ALTERATION—LEVEL 1

403.1 Scope. Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose. Level 1 alterations shall not include any removal, replacement or covering of existing materials, elements, equipment or fixtures undertaken for purpose of repair as defined in Chapter 2 and described in Section 402.

403.2 Application. Level 1 alterations shall comply with the provisions of Chapter 6.

SECTION 404
ALTERATION—LEVEL 2

404.1 Scope. Level 2 alterations include the reconfiguration of space, the *addition* or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment.

404.2 Application. Level 2 alterations shall comply with the provisions of Chapter 6 for Level 1 alterations as well as the provisions of Chapter 7.

SECTION 405
ALTERATION—LEVEL 3

405.1 Scope. Level 3 alterations apply where the *work area* exceeds 50 percent of the aggregate area of the building and made within any 12-month period.

Exception: Work areas in which the alteration work is exclusively plumbing, mechanical or electrical shall not be included in the computation of total area of all work areas.

405.2 Application. Level 3 alterations shall comply with the provisions of Chapters 6 and 7 for Level 1 and 2 alterations, respectively, as well as the provisions of Chapter 8.

SECTION 406
CHANGE OF OCCUPANCY

406.1 Scope. *Change of occupancy* provisions apply where the activity is classified as a *change of occupancy* as defined in Chapter 2.

406.2 Application. Changes of occupancy shall comply with the provisions of Chapter 9.

SECTION 407
ADDITIONS

407.1 Scope. Provisions for *additions* shall apply where work is classified as an *addition* as defined in Chapter 2.

407.2 Application. *Additions* to existing buildings shall comply with the provisions of Chapter 10.

SECTION 408
HISTORIC BUILDINGS

408.1 Scope. Historic buildings provisions shall apply to buildings classified as historic as defined in Chapter 11.

408.2 Application. Except as specifically provided for in Chapter 11, historic buildings shall comply with applicable provisions of this code for the type of work being performed.

Figure # C: The Florida Building Code (FBC) Existing Building (2010) defines Alteration – Level 3 where the work area exceeds 50 percent of the aggregate area of the building in a 12 month period.

**SECTION 804
FIRE PROTECTION**

804.1 Automatic sprinkler systems. Automatic sprinkler systems shall be provided in all work areas in accordance with the *Florida Building Code, Building*.

804.1.1 High-rise buildings. In high-rise buildings, work areas shall be provided with automatic sprinkler protection where the building has a sufficient municipal water supply system to the site. Where the work area exceeds 50 percent of floor area, sprinklers shall be provided for the entire floor.

804.1.2 Rubbish and linen chutes. Rubbish and linen chutes located in the work area shall be provided with sprinklered protection or an approved fire suppression system where protection of the rubbish and linen chute would be required under the provisions of the *Florida Building Code, Building* for new construction.

804.2 Fire alarm and detection systems. Fire alarm and detection systems shall comply with the appropriate sections of the *Florida Fire Prevention Code*.

804.2.1 Manual fire alarm systems. Reserved.

804.2.2 Automatic fire detection. Reserved.

**SECTION 805
MEANS OF EGRESS**

805.1 General. The means of egress shall comply with the requirements of Section 705 except as modified in Sections 805.2 and 805.3.

805.2 Means-of-egress lighting. Means of egress from the highest work area floor to the floor of exit discharge shall be provided with artificial lighting within the exit enclosure in accordance with the requirements of the *Florida Building Code, Building*.

805.3 Exit signs. Means of egress from the highest work area floor to the floor of exit discharge shall be provided with exit signs in accordance with the requirements of the *Florida Building Code, Building*.

**SECTION 806
ACCESSIBILITY**

806.1 General. A building, facility or element that is altered shall comply with the provisions of the *Florida Building Code, Accessibility*.

**SECTION 807
STRUCTURAL**

807.1 General. Where buildings are undergoing Level 3 alterations including structural alterations, the provisions of this section shall apply.

807.2 New structural elements. New structural elements shall comply with Section 707.2.

807.3 Existing structural elements carrying gravity loads. Existing structural elements carrying gravity loads shall comply with Section 707.4.

807.4 Structural alterations. All structural elements of the lateral-force-resisting system in buildings undergoing Level 3 structural alterations or buildings undergoing Level 2 alterations as triggered by Section 707.5 shall comply with this section.

Exceptions:

1. Buildings of Group R occupancy with no more than five dwelling or sleeping units used solely for residential purposes that are altered based on the conventional light-frame construction methods of the *Florida Building Code, Building* or in compliance with the provisions of the *Florida Building Code, Residential*.

2. Where such alterations involve only the lowest story of a building and the change of occupancy provisions of Chapter 9 do not apply, only the lateral-force-resisting components in and below that story need comply with this section.

807.4.1 Evaluation and analysis. An engineering evaluation and analysis that establishes the structural adequacy of the altered structure shall be prepared by a registered architect or engineer and submitted to the code official.

807.4.2 Substantial structural alteration. Where more than 30 percent of the total floor and roof areas of the building or structure have been or are proposed to be involved in structural alteration within a 12-month period, the evaluation and analysis shall demonstrate that the altered building or structure complies with the *Florida Building Code, Building* for wind loading.

807.4.3 Limited structural alteration. Where not more than 30 percent of the total floor and roof areas of the building are involved in structural alteration within a 12-month period, the evaluation and analysis shall demonstrate that the altered building or structure complies with the loads applicable at the time of the original construction or of the most recent substantial structural alteration as defined by Section 807.4.2.

**SECTION 808
ENERGY CONSERVATION**

808.1 Minimum requirements. Alterations subject to this chapter shall comply with the requirements of the *Florida Building Code, Energy Conservation*.

Figure # D: A Level 3 Alteration as determined by Florida Building Code Existing Building requires an engineering evaluation and analysis that the structure complies with the Florida Building Code for wind loading as stated above

STANDARD SPECIFICATION FOR STRUCTURAL STEEL FOR BUILDINGS

As adopted by the American Institute of Steel Construction

1. This Specification shows the practice adopted by the American Institute of Steel Construction for the design, fabrication, and erection of structural steel for buildings.

2. GENERAL

To obtain a satisfactory structure, the following major requirements must be fulfilled:

- (a) The material used must be suitable, of uniform quality, and without defects affecting the strength or service of the structure.
- (b) Proper loads and conditions must be assumed in the design.
- (c) The unit stresses must be suitable for the material used.
- (d) The workmanship must be good, so that defects or injuries are not produced in the manufacturing.
- (e) The computations and design must be properly made so that the unit stresses specified shall not be exceeded, and the structure and its details shall possess the required strength and rigidity.

3. MATERIAL

Structural steel shall conform to the Standard Specifications of the American Society for Testing Materials for Structural Steel for Buildings, Serial Specification A 9.21, as amended to date.

4. LOADING

(a) Steel structures shall be designed to sustain the dead weight imposed upon them, including the weight of the steel frame itself, and, in addition, the maximum live load as specified in each particular case. Proper provision shall be made for temporary stresses caused by erection.

(b) In cases where live loads have the effect of producing impact or vibration, a proper percentage shall be added to the static live load stresses to provide for such conditions, so that the total stress found in any member is an equivalent static stress.

(c) Proper provision shall be made for stresses caused by wind loads during erection and after completion of the building. The wind pressure is dependent upon the conditions of exposure, but the allowable stresses specified in section 5.1, paragraphs (f) and (g), are based upon the steel truss being designed to carry a wind pressure of not less than twenty (20) pounds

per square foot on the vertical projection of exposed surfaces during erection, and fifteen (15) pounds per square foot on the vertical projection of the finished structure.

(d) Proper provision shall be made to securely fasten the reaction joints of all steel construction and transmit the stresses to the foundations of the structure.

5. ALLOWABLE STRESSES

All parts of the structure shall be so proportioned that the sum of the maximum static stresses in pounds per sq. in. shall not exceed the following:

- (a) Tension.
 Rolled steel, in net section 16000
 On the area of the nominal diameter of rivets under the limitation specified in Section 1.3, Paragraph e 13500
- (b) Compression.
 Rolled steel, on short lengths wherever lateral deflection is prevented 16000
 On stress sections of columns 13000

with a maximum of $f + \frac{10000}{r}$ if r is the unsupported length of the column, and r is the corresponding least radius of gyration of the section, both in inches. For main compression members, the value of r shall not exceed 120, and for bracing and other secondary members, 200.

(c) Bending.
 On extreme fibers of rolled shapes, and built up sections, net section, if lateral deflection is prevented 16000
 When the unsupported length l exceeds 15 times r , the value of the compression flange, the stress in pounds per sq. in. in the latter shall not exceed $\frac{21600}{l^2}$

(d) Shearing.
 On webs 13500
 On flanges 11000
 On rivet-joint rivets 11000
 On turned bolts in rivet joints with a clearance of not more than $\frac{1}{16}$ in. 10000
 On hand-driven rivets 10000
 On unminuted bolts 10000

The laterally unsupported length of beams and girders shall not exceed 40 times r the width of the compression flange. On extreme fibers of girders, when the forces are assumed as acting at the center of gravity of the pieces 17000
 (e) Shearing.
 On webs 13500
 On flanges 11000
 On rivet-joint rivets 11000
 On turned bolts in rivet joints with a clearance of not more than $\frac{1}{16}$ in. 10000
 On hand-driven rivets 10000
 On unminuted bolts 10000
 Issued Nov. 1st, 1928.

Figure # E: The American Institute of Steel Construction (AISC) first manual dated 1930 suggested to use a design wind pressure of 15 PSF on the vertical surface of the structure as stated above.

Balcony railings, both exterior and interior, shall be designed to resist a horizontal thrust of fifty (50) pounds per linear foot applied at the top of the railing.

1204.3 — SUPPORTS FOR WALKWAYS

Where walkways are to be installed above ceilings, supports shall be designed to carry a load of two hundred (200) pounds occupying a space two and one-half (2½) square feet, so placed as to produce maximum stresses in the affected members.

SECTION 1205 — WIND LOADS

1205.1 — MINIMUM DESIGN LOADS

Buildings or other structures shall be capable of withstanding the horizontal loads shown in the following table and, applied in each zone, allowing for wind from any direction. The first height zone shall be measured above the average level of the ground adjacent to the building and the subsequent height zones shall be added progressively upward to the overall height of the building.

DESIGN WIND PRESSURE FOR VARIOUS HEIGHT ZONES OF BUILDINGS OR OTHER STRUCTURES

Height Zone Ft.	Horizontal Loads Lb./Sq. Ft.	
	For Southern Inland Regions	For Southern Coastal Region*
Less than 30	10	25
31 to 50	20	35
51 to 99	24	45
100 to 199	28	50
200 to 299	30	50
300 to 399	32	50
Over 400	40	50

*Coastal regions is that area lying within 125 miles of the coast and subject to hurricanes, tropical disturbances and occasional winds attaining exceptionally high wind velocities.
(See Appendix "D" for Hurricane Anchors)

1205.2 — EXTERIOR WALLS

Every exterior wall shall be capable of withstanding the loads specified in the above table, acting either inward or outward.

1205.3 — ROOFS — WIND LOADS

The roofs of all buildings or other structures shall be designed to withstand loads acting outward normal to the surface equal to

Figure # F: The Southern Standard Building Code 1960 Edition requires a building of the height of 51' to 99' in the Southern Coastal Regions to be designed for lateral load of 45 PSF see above.



Constants

Mathematical Constants $\text{kip} := 1000 \cdot \text{lb}$ $\text{psf} := \frac{\text{lb}}{\text{ft}^2}$ $\text{ksi} := \frac{\text{kip}}{\text{in}^2}$ $\text{psi} := \frac{\text{lb}}{\text{in}^2}$ $\text{pcf} := \frac{\text{lb}}{\text{ft}^3}$ $\text{plf} := \frac{\text{lb}}{\text{ft}}$

Steel Constants $E_s := 29500 \cdot \text{ksi}$ $f_y := 36 \cdot \text{ksi}$ $\Gamma_{BM} := 50 \text{ksi}$ $\Gamma_{tube} := 46 \text{ksi}$

Masonry Constants $W_{mas} := 60 \text{psf}$ $f_m := 1800 \text{psi}$ $F_s := 24000 \text{psi}$ $E_m := 900 f_m$ $n := \frac{E_s}{E_m}$ $n = 18.21$

Concrete Constants $f_{bar} := 60 \cdot \text{ksi}$ $W_{conc} := 145 \text{pcf}$ $f_c := 3000 \text{psi}$

Other Constants $\text{Soil}_{brg} := 2500 \text{psf}$

Building Loads

Roof Dead Load Roof Live Load Assumed Building Height: $11 \cdot 13 \text{ft} = 143 \text{ft}$
 $W_{RDL} := 20 \text{psf}$ $W_{RLL} := 20 \text{psf}$

Wind Pressures for Eleven Story Tower

Calculate Wind Load per ASCE 7-10 Code (Roof Slope 0 - 10 degrees Figure 27.4-1):

Wind speed: $V := 145$ Wind Speed ASD $V \cdot \sqrt{0.6} = 112.317$
Importance factor: $I := 1.00$

Height above ground level $z := 143 \text{ft}$ For Exposure B/Case 1, z cannot be less than 30ft

Velocity Pressure Coefficient $\alpha := 9.5$ Exposure B=7.0, Exposure C=9.5, Exposure D=11.5
Per Table 6-2

$z_g := 900 \text{ft}$ Exposure B=1200, Exposure C=900, Exposure D=700
Per Table 6-2

$$K_z := \text{if} \left[z < 15 \text{ft}, 2.01 \left(\frac{15 \text{ft}}{z_g} \right)^{\frac{2}{\alpha}}, 2.01 \left(\frac{z}{z_g} \right)^{\frac{2}{\alpha}} \right] \quad K_z = 1.365$$

Wind directionality Factor: $K_d := 0.85$

Velocity Pressure $q_h = 0.00256 \cdot \text{psf} \cdot K_z \cdot K_d \cdot V^2 \cdot I$ $q_h = 62.431 \text{psf}$ $q_h \cdot 0.6 = 37.459 \text{psf}$

Internal Pressure Coeff. $GC_{pi} := 0.18$ (Based on enclosed building, Figure 6-5)



**RICHARD ADAMS ENGINEERS
& CONSULTANTS, INC.**

5507 E. Busch Blvd.
Tampa, FL 33617
PH: 813.985.4600 FX: 831.985.4506

**Wind Loading
410 Central Ave.
St. Petersburg, FL**

CC2 of CC4

Calculate C & C Roof Wind Pressures for 10 sq ft.:

External Pressure Coefficient @ Field: $GC_{p_{f10}} := -1.0$ Design Pressure @ Field: $W_{f10} := q_h \cdot (GC_{p_{f10}} - GC_{pi})$ $W_{f10} = -73.669 \cdot \text{psf}$

External Pressure Coefficient @ Edge: $GC_{p_{e10}} := 1.8$ Design Pressure @ Edge: $W_{e10} := q_h \cdot (GC_{p_{e10}} - GC_{pi})$ $W_{e10} = -123.613 \cdot \text{psf}$

External Pressure Coefficient @ Corner: $GC_{p_{c10}} := -2.8$ Design Pressure @ Corner: $W_{c10} := q_h \cdot (GC_{p_{c10}} - GC_{pi})$ $W_{c10} = -186.044 \cdot \text{psf}$

Calculate C & C Wall Wind Pressures for 10 sq ft.:

Wall Pressures reduced by 10% per note # 5 of Figure 30.4-1

External Pressure Coefficient @ Field: $GC_{p_{fw10}} := -1.1 \cdot 0.9$ Design Pressure @ Field: $W_{fw10} := q_{f10} \cdot (GC_{p_{fw10}} - GC_{pi})$ $W_{fw10} = -73.044 \cdot \text{psf}$

External Pressure Coefficient @ Edge: $GC_{p_{ew10}} := -1.4 \cdot 0.9$ Design Pressure @ Edge: $W_{ew10} := q_{f10} \cdot (GC_{p_{ew10}} - GC_{pi})$ $W_{ew10} = -89.901 \cdot \text{psf}$

Allowable pressure for Wall Edge Pressure: $W_{ew10} \cdot 0.6 = -53.94 \cdot \text{psf}$

Main Wind Force Resisting Systems

(Per Figure 27.4-1. All Heights and roof slope $0^\circ < \theta < 10^\circ$ Mean Roof Height / Horizontal Dimension LESS THAN 0.5)

Mean Roof Height: $h := 143 \text{ ft}$

Building Dimensions: $L_x := 100 \text{ ft}$ $L_y := 40 \text{ ft}$ $LB_{Min} := \min\left(\frac{L_x}{L_y}, \frac{L_y}{L_x}\right)$ $LB_{Min} = 0.4$

WindWard $_{Cp} := 0.8$ LecWard $_{Cp} := \text{if}(LB_{Min} > 4, 0.2, \text{if}(LB_{Min} \leq 1, 0.5, 0.3))$ LecWard $_{Cp} = 0.5$

Horizontal Pressure (Wall):

Wind $_{f1} := (WindWard_{Cp} + LecWard_{Cp}) \cdot q_h$ Wind $_{f1} = 81.16 \cdot \text{psf}$ ASD Pressure Wind $_{f1} \cdot 0.6 = 48.696 \cdot \text{psf}$

Primary Frame Loads on single wall surfaces for wall elements which support vertical & Horizontal loads:

Interior Zone

Wind $_{Wall} := (WindWard_{Cp} + GC_{pi}) \cdot q_h$ Wind $_{Wall} = 61.182 \cdot \text{psf}$

Determine Width of Pressure Coefficient Zone (Z) for Building:

$W := \min(L_x, L_y)$ $W = 40 \text{ ft}$ $H := h$

$Z_1 := .1 \cdot W$ $Z_2 := .4 \cdot H$ $Z_3 := .04 \cdot W$ $Z := \text{if}(Z_1 < Z_2, Z_1, Z_2)$ $Z := \text{if}(Z > Z_3, Z, Z_3)$

$Z := \text{if}(Z > 3 \cdot \text{ft}, Z, 3 \cdot \text{ft})$ $Z = 4 \text{ ft}$



**RICHARD ADAMS ENGINEERS
& CONSULTANTS, INC.**

5507 E. Busch Blvd.
Tampa, FL 33617
PH: 813.985.4600 FX: 831.985.4506

Wind Loading
410 Central Ave.
St. Petersburg, FL

CC3 of CC4

Wind Pressures for Six Story Tower

Calculate Wind Load per ASCE 7-10 Code (Roof Slope 0 - 10 degrees Figure 27.4-1):

Wind speed:	$V := 145$	Wind Speed ASD	$V \cdot \sqrt{0.6} = 112.317$
Importance factor:	$I := 1.00$		
Height above ground level	$z := 78\text{ft}$	<i>For Exposure B/Case 1, z cannot be less than 30ft</i>	
Velocity Pressure Coefficient	$K_z := 9.5$	<i>Exposure B=7.0, Exposure C=9.5, Exposure D=11.5 Per Table 6-2</i>	
	$z_g := 900\text{ft}$	<i>Exposure B=1200, Exposure C=900, Exposure D=700 Per Table 6-2</i>	
	$K_z := \text{if} \left[z < 15\text{ft}, 2.01 \left(\frac{15\text{ft}}{z_g} \right)^{\frac{2}{\alpha}}, 2.01 \left(\frac{z}{z_g} \right)^{\frac{2}{\alpha}} \right] \quad K_z = 1.201$		
Wind directionality Factor:	$K_d := 0.85$		
Velocity Pressure	$q_h := 0.00256 \text{ psf} \cdot K_z \cdot K_d \cdot V^2 \cdot I$	$q_h = 54.952 \text{ psf}$	$q_h \cdot 0.6 = 32.971 \text{ psf}$
Internal Pressure Coeff.	$GC_{pi} := 0.18$	<i>(Based on enclosed building, Figure 6-5)</i>	

Calculate C & C Roof Wind Pressures for 10 sq ft.:

External Pressure Coefficient @ Field:	$GC_{pf10} := -1.0$	Design Pressure @ Field:	$W_{f10} := q_h (GC_{pf10} - GC_{pi})$	$W_{f10} = 64.843 \text{ psf}$
External Pressure Coefficient @ Edge:	$GC_{pe10} := -1.8$	Design Pressure @ Edge:	$W_{e10} := q_h (GC_{pe10} - GC_{pi})$	$W_{e10} = -108.804 \text{ psf}$
External Pressure Coefficient @ Corner:	$GC_{pc10} := -2.8$	Design Pressure @ Corner:	$W_{c10} := q_h (GC_{pc10} - GC_{pi})$	$W_{c10} = -163.756 \text{ psf}$

Calculate C & C Wall Wind Pressures for 10 sq ft.:

Wall Pressures reduced by 10% per note # 5 of Figure 30.4-1

External Pressure Coefficient @ Field:	$GC_{pfw10} := -1.109$	Design Pressure @ Field:	$W_{fw10} := q_h (GC_{pfw10} - GC_{pi})$	$W_{fw10} = -64.293 \text{ psf}$
External Pressure Coefficient @ Edge:	$GC_{pew10} := -1.409$	Design Pressure @ Edge:	$W_{ew10} := q_h (GC_{pew10} - GC_{pi})$	$W_{ew10} = -79.13 \text{ psf}$
Allowable pressure for Wall Edge Pressure:			$W_{ew10} \cdot 0.6 = -47.478 \text{ psf}$	



**RICHARD ADAMS ENGINEERS
& CONSULTANTS, INC.**

5507 E. Busch Blvd.
Tampa, FL 33617
PH: 813.985.4600 FX: 831.985.4506

Wind Loading
410 Central Ave.
St. Petersburg, FL

CC4 of CC4

Main Wind Force Resisting Systems

(Per Figure 27.4-1, All Heights and roof slope $0^\circ < \theta < 10^\circ$ Mean Roof Height / Horizontal Dimension LESS THAN 0.5)

Mean Roof Height: $h := 143 \text{ ft}$

Building Dimensions: $L_x := 100 \text{ ft}$ $L_y := 40 \text{ ft}$ $LB_{Min} := \min\left(\frac{L_x}{L_y}, \frac{L_y}{L_x}\right)$ $LB_{Min} = 0.4$

WindWard $C_p := 0.8$ LeeWard $C_p := \text{if}(LB_{Min} \geq 4, 0.2, \text{if}(LB_{Min} \leq 1, 0.5, 0.3))$ LeeWard $C_p = 0.5$

Horizontal Pressure (Wall):

Wind $H := (WindWardC_p + LeeWardC_p) \cdot q_h$ Wind $H = 71.437 \text{ psf}$ ASD Pressure Wind $H \cdot 0.6 = 42.862 \text{ psf}$

Primary Frame Loads on single wall surfaces for wall elements which support vertical & Horizontal loads:

Interior Zone

Wind $Wall := (WindWardC_p + GC_p) \cdot q_h$ Wind $Wall = 53.853 \text{ psf}$

Determine Width of Pressure Coefficient Zone (Z) for Building:

$W := \min(L_x, L_y)$ $W = 40 \text{ ft}$ $H := h$

$Z_1 := .1 \cdot W$ $Z_2 := .4 \cdot H$ $Z_3 := .04 \cdot W$ $Z := \text{if}(Z_1 < Z_2, Z_1, Z_2)$ $Z := \text{if}(Z > Z_3, Z, Z_3)$

$Z := \text{if}(Z > 3 \cdot \text{ft}, Z, 3 \cdot \text{ft})$ $Z = 4 \text{ ft}$



**INTERIM REPORT OF THE NESHAP DEMOLITION SURVEY, SAMPLING AND
EVALUATION OF ASBESTOS-CONTAINING MATERIALS**

at the

**COMMERCIAL PROPERTY -
INCLUDING THE PARKING GARAGE, STORAGE STRUCTURE AND PARKING
ATTENDANT BUILDING
400, 410 AND 424 CENTRAL AVENUE & 31 4TH STREET SOUTH
ST. PETERSBURG, FLORIDA**

**August 26, 2014
GE Project Number 2156-0300**

Submitted to:

**Echelon, LLC
Mr. Steve Kurcan
235 3rd Street North, Suite 300
St. Petersburg, Florida 33701**

Prepared by:

**Greenfield Environmental, Inc.
432 3rd Street North
St. Petersburg, Florida 33701**

EXECUTIVE SUMMARY

The survey and laboratory analysis conducted at the commercial property (including the parking garage, storage structure and parking attendant building) located at 400, 410 & 424 Central Avenue and 31 4th Street South in St. Petersburg, Florida indicated that sixty-five (65) of the suspect materials assessed were found to contain asbestos in amounts greater than one (1) percent. These materials are friable (Regulated), Category I non-friable and Category II non-friable materials.

An additional inspection of occupied areas and areas not accessible will need to be conducted prior to demolition. The asbestos containing materials must be removed by a Florida Licensed Asbestos Abatement Contractor prior to demolition activities that will impact the materials. Proper notification must be provided to Pinellas County Air Quality Division prior to asbestos abatement and demolition activities.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 FACILITY DESCRIPTION.....	2
3.0 SURVEY METHODS AND LABORATORY ANALYSIS.....	4
4.0 SUSPECTED ASBESTOS-CONTAINING MATERIALS.....	5
5.0 DESCRIPTION OF MATERIALS	6
6.0 CONCLUSIONS.....	19

LIST OF APPENDICES

APPENDIX A- CERTIFICATION

1.0 INTRODUCTION

A survey for asbestos-containing materials (ACMs) was conducted by Greenfield Environmental, Inc. (GE) at the commercial property (including the parking garage, storage structure and parking attendant building) located at 400, 410 & 424 Central Avenue and 31 4th Street South in St. Petersburg, Florida. The survey was performed on July 30, 2014 and August 6th, 12th, 15th, 18th, 19th & 22nd, 2014 by Nicholas Barron and David Owen, EPA Certified Inspectors for GE. Greenfield Environmental, Inc. is a Florida Licensed Asbestos Consulting Firm with a corresponding license number of ZA-0000268.

The survey was conducted in order to identify any asbestos-containing materials which may exist prior to demolition activities in accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP) Regulation.

More specifically, our scope of services for this project consisted of the five following steps:

- Site Walk-Through and Observations,
- Bulk Sampling of Suspect ACMs,
- Polarized Light Microscopy (PLM) Analysis of Bulk Samples,
- Hazard Assessment and Evaluation, and
- Final Report Development.

The findings of this report represent Greenfield Environmental, Inc.'s (GE) best professional judgement and no other warranty is expressed or implied. This report is intended only for the use of **ECHELON, LLC** and its agents. The contents should not be relied upon by any other parties without the expressed written consent of GE.

2.0 FACILITY DESCRIPTION

The facility consists of seven (7) structures. The structures at 400 Central Avenue (6-story building, 410 Central Avenue (12-story building), 424 Central Avenue (western area of the 1st Floor of 410 Central Avenue), the structure constructed over the alley (bridging 400 Central to 31 4th Street South) and 31 4th Street South (2-story building) are one contiguous facility. The parking garage structure, a storage structure (adjacent to the west of the parking garage) and a parking attendant structure are separate buildings. Additionally, a pump house shed is present to the west of the storage structure.

400, 410 & 424 Central Avenue and 31 4th Street South are constructed of concrete, brick and mortar and steel on a concrete slab foundation. The interior finishes consist of plaster, drywall, stucco, wallpaper, ceiling tiles, fire-proofing, vinyl base cove, wood base boards, mirrors, popcorn ceiling texture, ceramic tile, vinyl floor tile with mastic, vinyl floor sheeting, carpeting, terrazzo flooring, concrete. The HVAC systems consist of flexduct, fiberglass ductboard, sheet metal duct and fiberboard duct. The doors were either solid wood, hollow wood, metal with styrofoam insulation, metal with carboard insulation, metal with powder insulation or glass and metal. The exterior finishes consist of stucco, brick and mortar and concrete. The roof areas consist of rolled roofing, tar and gravel built-up roofing, roofing mastic and felt paper.

The parking garage structure is constructed with concrete with caulking at concrete cracks.

The storage structure (adjacent to the west of the parking garage) is constructed of metal on a concrete slab foundation with fiberglass insulation at the roof area and caulking on various roofing and gutter seams.

The parking attendant structure is constructed of steel on a concrete slab foundation with stucco exterior walls, white fibrous ceiling insulation and a vinyl roofing covering over tar and gravel built-up roofing.

Please note: Areas that were not inspected include the occupied storage room present at the 1st floor of the parking garage structure and the pump house shed to the west of the storage structure. No access was provided to these areas, therefore; they will need to be inspected prior to demolition activities.

3.0 SURVEY METHODS AND LABORATORY ANALYSIS

The sampling conducted in this asbestos survey was performed in accordance with Title 40, Code of Federal Regulations (CFR), Part 763 for suspect ACMs. The EPA regulations require that sample locations be randomly selected. All suspect asbestos-containing materials and PACM (materials presumed to contain asbestos under the OSHA Asbestos Rule, 29 CFR 1910) were identified and samples of each different material were obtained.

The bulk sampling procedure utilized for collection of suspect samples required the establishment of homogeneous sampling areas. A homogeneous sampling area is defined as an area of friable or non-friable material of similar type that appeared to be applied or installed during the same general period of time. All sample locations were identified with numbers corresponding to those listed in Section 5.0 "Description of Materials" of this report.

Samples which were collected from these pre-determined homogeneous sampling areas were labeled and transported to Air Quality Environmental, Inc. (NVLAP No. 200759-0) for analysis. All samples were analyzed using EPA approved Polarized Light Microscopy (PLM) coupled with dispersion staining. Properties such as refractive indices, birefringence, sign of elongation and extinction angle are unique to crystalline asbestos forms and are used to identify the type of asbestos mineral as chrysotile, amosite, crocidolite, anthophyllite, tremolite or actinolite. Percentages of the identified types of asbestos are determined by visual estimation. Attempts are made to mix the sample thoroughly to provide a more accurate percentage. Any material containing greater than one percent (1%) by weight of any type of asbestos is considered by the EPA to be an ACM and if disturbed must be handled according to specific regulations.

4.0 SUSPECTED ASBESTOS-CONTAINING MATERIALS

All accessible suspect building materials were sampled at the interior, exterior and roof areas of the structures. Elevator shafts and doors, bank vault doors and file cabinets were also evaluated for suspect materials.

The following is a summary of the materials assessed and assumed to be positive for asbestos content greater than one (1) percent during the survey and evaluation of the structures:

- Window Glazing
- Wrap Material over Powder Pipe Elbow Insulation
- Black Vinyl Roof Covering over Tar and Gravel Built-up Roofing
- Metal Doors (Select)

5.0 DESCRIPTION OF MATERIALS

The following is a description of the asbestos containing materials located at the commercial property:

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
20	66 67 68	Black Mirror Mastic Located at the Northeast Bathroom at 410 Central Ave - 11 th Floor	7% Chrysotile Asbestos	Non- Friable	Good	20 Square Feet
21	69 70 71	Off-White Sink Mastic Located at the Breakroom Sink at 410 Central Ave - 11 th Floor	5% Chrysotile Asbestos	Non- Friable	Good	3 Square Feet
63	200 201 202	Black Mirror Mastic Located at the South Elevator Lobby Walls (5 Mirrors) at 410 Central Ave - 6 th Floor	8% Chrysotile Asbestos	Non- Friable	Good	160 Square Feet
70	223 224 225	Black Mirror Mastic Located at the Conference Room Beverage Station at 410 Central Ave - 5 th Floor	8% Chrysotile Asbestos	Non- Friable	Good	20 Square Feet
73	232 233 234	Black Mirror Mastic Located at the Entry Area Walls at 410 Central Ave - 4 th Floor	4% Chrysotile Asbestos	Non- Friable	Good	100 Square Feet
82	264 265 266	Black Mastic Located under Carpeting at the North Offices and Corridor at 410 Central Ave - 2 nd Floor	5% Chrysotile Asbestos	Non- Friable	Good	1800 Square Feet
88	282 283 284	White Sink Mastic Located at the Break Room at 410 Central Ave - 2 nd Floor	4% Chrysotile Asbestos	Non- Friable	Good	3 Square Feet

Home Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
93	297 298 299	Black Mastic Wrap Located over the Vibration Damper Material at the Central Air Handler Room at 410 Central Ave - 2 nd Floor	6% Chrysotile Asbestos	Non-Friable	Good	10 Square Feet
100	318 319 320	Foil Wrap with Black Mastic Located at the 6" Vertical Pipe Run Elbows at the West Conduit Room at 410 Central Ave - 2 nd Floor	6% Chrysotile Asbestos	Non-Friable	Good	12 Square Feet
101	321 322 323	Black Caulking Located at the Conduit Penetrations at the West Conduit Room at 410 Central Ave - 2 nd Floor	20% Chrysotile Asbestos	Non-Friable	Good	5 Square Feet
102	324 325 326	Black Wall Mastic Located at East and West Lower Wall Areas at the West Conduit Room at 410 Central Ave - 2 nd Floor	6% Chrysotile Asbestos	Non-Friable	Good	50 Square Feet
106	338 339 340	Gray Rolled Roofing with Black Felt Paper Located at the Parapet Walls at 400 Central Ave - Main (Upper) Roof	Rolled Roofing - No Asbestos Detected Felt Layer - 10% Chrysotile Asbestos	Non-Friable	Good	900 Square Feet
110	349 350 351	Black Mastic Located at the South and East Lower Walls, Northeast Former Support Column, South and West Upper Walls and at the Wall Patch Areas within the Mechanical/Elevator Room at 400 Central Ave - Main (Upper) Roof	8% Chrysotile Asbestos	Non-Friable	Good	100 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
127	391 392 393	White 1' x 1' Ceiling Tile with Brown Mastic Located at the Corridor, Top of Stairwell and at the Upper Ceilings in the Elevator Lobby at 400 Central Ave - 6 th Floor	Ceiling Tile - No Asbestos Detected Mastic - 4% Chrysotile Asbestos	Non-Friable	Good	300 Square Feet
132	404 405 406	White Duct Seam Wrap Located at Four (4) AC Vent Seams within the North and Northeast Portion of 400 Central Ave - 6 th Floor	90% Chrysotile Asbestos	Friable	Good	10 Square Feet
135	412 413 414	Brown 12" x 12" Vinyl Floor Tile with Black Mastic Located at the Corridor at 400 Central Ave - 5 th Floor	Tile - 5% Chrysotile Asbestos Mastic - No Asbestos Detected	Non-Friable	Good	500 Square Feet
137	420 421 422	Blue/Tan Corrugated Paper Insulation Located at the Air Handler Unit at 400 Central Ave - 5 th Floor	60% Chrysotile Asbestos	Friable	Fair	10 Square Feet
139	426 427 428	Brown Ceramic Tile with Grout, Thin-set and Black Mastic Located at the South Bathroom at 400 Central Ave - 5 th Floor	Ceramic - No Asbestos Detected Grout - No Asbestos Detected Thin-set - No Asbestos Detected Mastic - 7% Chrysotile Asbestos	Non-Friable	Good	200 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
143	437 438 439	Blue Ceramic Tile with Grout, Thin-set and Black Mastic Located at the North Bathroom at 400 Central Ave - 5 th Floor	Ceramic - No Asbestos Detected Grout - No Asbestos Detected Thin-set - No Asbestos Detected Mastic - 7% Chrysotile Asbestos	Non-Friable	Good	100 Square Feet
153	465 466 467	Black Mastic at the West Building Seam above East Parapet Wall and at Conduit Penetrations at 400 Central Ave South - Middle Roof	6% Chrysotile Asbestos	Non-Friable	Good	120 Square Feet
155	470 471 472	Black Rolled Roofing with Black Mastic Located at the East Upper Roof at the 410 South Corridor Roof Area	Mastic - 6% Chrysotile Asbestos Rolled Roofing - No Asbestos Detected	Non-Friable	Good	150 Square Feet
158	478 479	Gray Caulking and Black Mastic Located at the Metal Frame Seams at the 410 South Corridor Roof Area	Caulk - No Asbestos Detected Mastic - 7% Chrysotile Asbestos	Non-Friable	Good	30 Square Feet
162	488 489	Black Mastic Located at the North Roof to South Building Seams at 400 Central Ave to 31 4 th St. South Roof Area	7% Chrysotile Asbestos	Non-Friable	Good	100 Square Feet

Home Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
165	496 497	Black Roofing Mastic Located at Penetrations and Flashing Areas at 400 Central Ave to 31 4th St. South Roof Area	7% Chrysotile Asbestos	Non-Friable	Good	850 Square Feet
171	508 509 510	Gray 9" x 9" Vinyl Floor Tile with Black Mastic Located at the Steps and Platforms at the Stairwell Between 400 Central Ave and 31 4th St. South	Tile - No Asbestos Detected Black Mastic - 5% Chrysotile Asbestos	Non-Friable	Good	900 Square Feet
174	516 517 518	Tan and Pink Terrazzo Pattern Vinyl Floor Sheeting with Black/Yellow Mastic Located at the North Corridor and North Break Room Floors at 31 4th St. South - 2nd Floor	Sheeting - No Asbestos Detected Mastic - 5% Chrysotile Asbestos	Non-Friable	Good	1200 Square Feet
181	534 535 536	Tan 12" x 12" Vinyl Floor Tile with Black Mastic Located at the Kitchen Floors at 31 4th St. South - 2nd Floor	Tile - 5% Chrysotile Asbestos Black Mastic - 5% Chrysotile Asbestos	Non-Friable	Good	300 Square Feet
182	537 538 539	Pink Sink Mastic Located at the Breakroom Sink at 31 4th St. South - 2nd Floor	5% Chrysotile Asbestos	Non-Friable	Good	3 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
184	542 543 544	Yellow Carpet Mastic over Gray 9" x 9" Vinyl Floor Tile with Black Mastic Located under Carpet at the South Office Floors (Excluding Bathrooms) at 31 4 th St. South - 2 nd Floor	Carpet Mastic - No Asbestos Detected Tile - 5% Chrysotile Asbestos Black Mastic - 6% Chrysotile Asbestos	Non-Friable	Good	1000 Square Feet
190	557 558 559	Black Mirror Mastic Located at the Restroom Mirrors at Room at 31 4 th St. South - 2 nd Floor	7% Chrysotile Asbestos	Non-Friable	Good	40 Square Feet
195	568 569 570	Tan 9" x 9" with Yellow Mastic Located at the Platform in the Safe Room at 31 4 th St. South - 1 st Floor	Tile - 2% Chrysotile Asbestos Mastic - No Asbestos Detected	Non-Friable	Good	80 Square Feet
205	598 599 600	White Ornate Pattern 12" x 12" Vinyl Floor Tile with Black Mastic Located at the Central Reception Area under Carpet at the Structure over the Alley - 3 rd Floor	Tile - 2% Chrysotile Asbestos Mastic - 5% Chrysotile Asbestos	Non-Friable	Good	300 Square Feet
206	601 602 603	Light Green 12" x 12" Vinyl Floor Tile with Black Mastic Located at the South Corridor, Map Room and the South Adjacent Office to the Central Reception Area under Carpet at the Structure over the Alley - 3 rd Floor	Tile - 3% Chrysotile Asbestos Mastic - 5% Chrysotile Asbestos	Non-Friable	Good	600 Square Feet
208	607 608 609	Pink Sink Mastic Located at the Break Room Sink at the Structure over the Alley - 3 rd Floor	5% Chrysotile Asbestos	Non-Friable	Good	3 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
209*	610 611 612	Gray Window Glazing Located at the Central Reception Area at the Structure over the Alley - 3 rd Floor	3% Chrysotile Asbestos	Friable	Fair	3 Square Feet
210	613 614 615	Tan Terrazzo Pattern Vinyl Floor Sheeting Located under Carpet Throughout the Northwest Office Room at the Structure over the Alley - 3 rd Floor	25% Chrysotile Asbestos	Friable	Good	2000 Square Feet
213	620 621 622	Black/Yellow Mastic with Carpet Pad Located under Carpeting at the Entry Ramp to the Southwest Office Room at the Structure over the Alley - 3 rd Floor	Mastic - 4% Chrysotile Asbestos Carpet Pad - No Asbestos Detected	Non-Friable	Good	10 Square Feet
232	672 673 674	Gray Compound on Silver Pipe Wrap with Black Material and Yellow Pipe Insulation Located at the Two (2) Pipe Runs at the Central-West Utility Shaft at 400 Central Ave - 3 rd to 4 th Floors	Compound 25% Chrysotile Asbestos Wrap - No Asbestos Detected Black Mat - No Asbestos Detected Insulation - No Asbestos Detected	Friable	Fair	250 Linear Feet
234	677 678	Black Mastic Located at the Base of the Access Opening to the Central-West Utility Shaft at 400 Central Ave - 4 th Floor	5% Chrysotile Asbestos	Non-Friable	Good	20 Square Feet

Home Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
240	690 691	Black Mirror Mastic Located at the Bathroom Mirrors at 400 Central Ave - 4 th Floor, Southwest and Northeast Bathroom Mirrors at 400 Central Ave - 3 rd Floor and Safety Deposit Box Room Mirrors at 400 Central Ave - 2 nd Floor	7% Chrysotile Asbestos	Non-Friable	Good	80 Square Feet
243	695 696 697	Yellow Carpet Mastic over Brown 12" x 12" Vinyl Floor Tile with Black Mastic Located under Carpet at the Office Floors Throughout - 400 Central Ave - 3 rd Floor	Carpet Mastic - No Asbestos Detected Tile - 5% Chrysotile Asbestos Black Mastic - 7% Chrysotile Asbestos	Non-Friable	Good	2600 Square Feet
247	708 709	Black Vinyl Base Cove with Brown Mastic Located at the Southwest Vault Room Walls at 400 Central Ave - 3 rd Floor	Vinyl - 6% Chrysotile Asbestos Mastic - No Asbestos Detected	Non-Friable	Fair	30 Square Feet
249	713 714	Black Sink Mastic Located at the Break Room Sink at 400 Central Ave - 3 rd Floor	3% Chrysotile Asbestos	Non-Friable	Good	3 Square Feet

Home Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
253	722 723 724	Black Mastic on cementitious Material at the Two (2) Capped Boxes in the Central-West Utility Shaft at 400 Central Ave - 3 rd Floor	Mastic 1 - 7% Chrysotile Asbestos Mastic 2 - No Asbestos Detected White Layer - No Asbestos Detected	Non-Friable	Fair	150 Square Feet
275	777 778	Black Roofing Mastic Located at the North Roof Flashing Area at 400 Central Ave - West Boiler/Lower Roof Area	5% Chrysotile Asbestos	Non-Friable	Good	80 Square Feet
277	783 784 785	Tan Terrazzo Pattern Vinyl Floor Sheeting with Black/Yellow Mastic (Top Layer) Located at the North-Northwest Air handler Room at 400 Central Ave - 2 nd Floor	Sheeting - No Asbestos Detected Mastic - 4% Chrysotile Asbestos	Non-Friable	Good	120 Square Feet
279	788 789 790	Yellow Carpet Mastic over White 9" x 9" Vinyl Floor Tile with Black Mastic Located under Carpet at the North Office Floors and the Steps Leading to the 1 st Floor (400 Central Ave - 2 nd Floor)	Carpet Mastic - No Asbestos Detected Tile - No Asbestos Detected Black Mastic - 6% Chrysotile Asbestos	Non-Friable	Good	2200 Square Feet

Home Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
285	804 805	Black Mastic on Yellow Duct Insulation Located at the West Duct Run (Upper Ceiling) Throughout 400 Central Ave - 2 nd Floor and at 400 Central - 1 st Floor	Mastic - 7% Chrysotile Asbestos Insulation - No Asbestos Detected	Non-Friable	Good	500 Square Feet
286	806 807 808	White/Silver Wrap with Black Mastic and Yellow Insulation Located at the Pipe Run at the West Upper Ceiling Throughout 400 Central Ave - 2 nd Floor	Wrap - No Asbestos Detected Mastic - 7% Chrysotile Asbestos Insulation - No Asbestos Detected	Non-Friable	Good	400 Linear Feet
290	815 816 817	Yellow Carpet Mastic over White 12" x 12" Vinyl Floor Tile with Black Mastic Located at the Central and South Corridor (Bottom Layer) at 400 Central Ave - 2 nd Floor	Carpet Mastic - No Asbestos Detected Tile - No Asbestos Detected Black Mastic - 7% Chrysotile Asbestos	Non-Friable	Good	275 Square Feet
298	834 835	Black Mastic on Pink Pipe Insulation Located at the Southwest Utility Closet - Upper Ceiling Area at the South Portion of 400 Central Ave - 2 nd Floor	Mastic - 7% Chrysotile Asbestos Insulation - No Asbestos Detected	Non-Friable	Good	20 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
316	881 882	Black Mastic on Brown Wrap Located at the Duct Work at the West 2 nd Floor Area at 410 Central Ave - Bank Lobby Area	7% Chrysotile Asbestos	Non-Friable	Good	100 Square Feet
324**	899 900 901	Silver Pipe Wrap with Black Mastic and Pink Insulation at the Pipe Located Above the Ceiling Tile Ceiling Area and Above the Plaster Ceiling at the Northwest 2 nd Floor Area at 410 Central Ave - Bank Lobby Area	Wrap - No Asbestos Detected Mastic -5% Chrysotile Asbestos Insulation - No Asbestos Detected	Non-Friable	Good	50 Linear Feet
331	916 917	Black Mastic Located at the Piping Patch Areas at the Southwest Corridor Leading to the Basement and the Upper Utility Shaft	6% Chrysotile Asbestos	Non-Friable	Good	40 Square Feet
335*	927 928 929	White Wrap over Gray Powder Insulation Located at the 1/2" Pipe Elbows within the Southwest Corridor Leading to the Basement and the Upper Utility Shaft	Wrap - No Asbestos Detected Insulation - 5% Chrysotile Asbestos	Friable	Good	30 Square Feet
337*	933 934 935	White Wrap over Gray Powder Insulation Located at the 6" Pipe Elbows within the Southwest Corridor Leading to the Basement and the Upper Utility Shaft	Wrap - No Asbestos Detected Insulation - 5% Chrysotile Asbestos	Friable	Good	30 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
347	955 956 957	Black Mastic with Black Wrap and Tan Insulation Located at the Air handler Unit Pipe Run at the East Basement Area	Mastic - 14% Chrysotile Asbestos Wrap - 10% Chrysotile Asbestos Insulation - No Asbestos Detected	Friable	Fair	30 Linear Feet
352	967 968 969	Black Mastic with Black Felt Paper Located at the North Flashing Area in the North Air Handler Unit Room at the South 410 Central Ave Corridor Between the 2 nd and 3 rd Floors	Mastic - 12% Chrysotile Asbestos Felt - 10% Chrysotile Asbestos	Non-Friable	Good	50 Square Feet
353	969 970	Black Caulking/Mastic Located at the Upper North Wall and Penetration Seams in the North Air Handler Unit Room at the South 410 Central Ave Corridor Between the 2 nd and 3 rd Floors	12% Chrysotile Asbestos	Non-Friable	Good	20 Square Feet
358	982 983	Black Mastic Located at the Upper Steel Support Points at the and the Wall Patch Areas (Exterior Wall at 400 Central Ave)	7% Chrysotile Asbestos	Non-Friable	Good	150 Square Feet
367	N/A	Black Vinyl Roof Covering over Tar and Gravel Built-up Roofing at the Parking Attendant Building	Assumed	Non-Friable	Good	60 Square Feet

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
370	1010 1011	Cement Board Roof Panel Located at the East Stairwell Roof at the Parking Garage	30% Chrysotile Asbestos	Non-Friable	Good	50 Square Feet
376	1023 1024	Caulking Located at the Gutter Seams on the Metal Storage Building Adjacent to the West of the Parking Garage	3% Chrysotile Asbestos	Non-Friable	Good	10 Square Feet
378	N/A	Two (2) Metal Doors at the Northeast 1 st Floor Entry Area to 31 4 th Street South	Assumed	Non-Friable	Good	120 Square Feet

Note - Quantities are provided for convenience and should not be used for bidding purposes.

*This material is assumed to be an asbestos containing material.

**This material could not be properly quantified without significant demolition efforts.

6.0 CONCLUSIONS

The results of our observations and laboratory testing at the commercial property (including the parking garage, storage structure and parking attendant building) located at 400, 410 & 424 Central Avenue and 31 4th Street South in St. Petersburg, Florida indicated that of the one thousand twenty-seven (1027) samples collected, sixty-five (65) of the materials assessed were found to contain asbestos in amounts greater than one (1) percent.

Friable (Regulated) materials were discovered during our inspection. Friable ACMs are those which, when dry, may be crumbled or reduced to powder by hand pressure. Friable ACMs pose the greatest threat to human health because of the tendency to release harmful asbestos fibers into the air when disturbed.

Category I non-friable asbestos-containing materials were discovered during our survey. Category I non-friable asbestos-containing materials are those in which the asbestos fibers are bound with other materials in such a way that the release of those fibers into the air from casual contact or normal wear is unlikely. Category I non-friable ACMs should not be removed, cut or abraded in any way as these actions may result in a significant fiber release episode.

Category II non-friable materials were assumed to contain asbestos during our survey. Category II non-friable ACMs are any non-friable ACMs, excluding Category I non-friable ACMs, which when dry can become friable. Category II non-friable materials should not be removed, cut or abraded in any way as these actions may result in a significant fiber release episode.

These asbestos containing materials must be removed by a Florida Licensed Abatement Contractor prior to demolition activities that will impact the materials. Proper notification must be provided to Pinellas County Air Quality Division prior to asbestos abatement and demolition activities.

An additional inspection of occupied areas and areas not accessible will need to be conducted prior to demolition.

PROFESSIONAL CERTIFICATIONS

The discussions and conclusions contained in this asbestos survey have been prepared and reviewed by the following certified professionals.



Nicholas E. Barron
Project Manager
AHERA Inspector #52214158



Michael W. Rothenburg, PE
Florida Licensed Asbestos Consultant
#EA0000041

APPENDIX A
CERTIFICATIONS

Asbestos Online Training, LLC

13987 94th Avenue N Seminole, FL 33776

727-593-3067

Asbestos Survey & Mechanical (AHERA Building
Inspector) Refresher Training

This is to certify that

Nicholas E. Barron

Training was in accordance with Title II of TSCA, 40 CFR
Part 763. Appendix C to Subpart E as revised

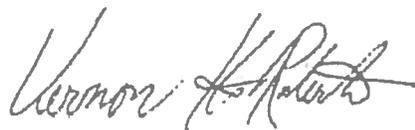
Date of Course Examination 5/22/2014

Date of Course Completion 5/22/2014

Expiration Date 5/22/2015

Certificate # 52214158

Course # FL-490006359 Provider # FL-490005406



INSTRUCTOR



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ASBESTOS LICENSING UNIT
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GREENFIELD ENVIRONMENTAL INC
MICHAEL ROTHENBURG
432 3RD STREET NORTH
ST PETERSBURG FL 33701**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants and they keep Florida's economy strong

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

ZA0000268

ISSUED: 09/26/2013

**ASBESTOS BUSINESS ORGANIZATION
GREENFIELD ENVIRONMENTAL INC
MICHAEL ROTHENBURG**

IS LICENSED under the provisions of Ch 469 FS
Expiration date: NOV 30 2015 11309260003890



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org

DETACH HERE

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT**

LICENSE NUMBER	
ZA0000268	

The ASBESTOS BUSINESS ORGANIZATION
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2015



**GREENFIELD ENVIRONMENTAL INC
MICHAEL ROTHENBURG
432 3RD STREET NORTH
ST. PETERSBURG FL 33701**



**RICK SCOTT
GOVERNOR**

ISSUED 09/26/2013 SEQ # L1309260003890
DISPLAY AS REQUIRED BY LAW

**KEN LAWSON
SECRETARY**



August 27, 2014

Echelon, LLC
Mr. Steve Kurcan
235 3rd Street North, Ste. 300
St. Petersburg, Florida 33701

**RE: HAZARDOUS WASTESTREAM ASSESSMENT AT THE COMMERCIAL
PROPERTY LOCATED AT 400, 410 & 424 CENTRAL AVENUE AND 31 4TH
STREET SOUTH IN ST. PETERSBURG, FLORIDA**

Dear Mr. Kurcan:

Greenfield Environmental, Inc. (GE) has completed the assessment of the hazardous wastestreams present at the above referenced site. The assessment activities were conducted on July 30, 2014 and August 6th, 12th, 15th, 18th, 19th & 22nd, 2014 by Nicholas Barron of GE. Mr. Barron is trained and certified by the Occupational Safety and Health Administration (OSHA) for working with hazardous materials.

The purpose of this survey was to assess for the presence, extent, and condition of potentially hazardous materials such as fluorescent lights, ballasts, hydraulic door closers, mercury containing switches and other wastes at the property.

The facility consists of seven (7) structures. 400 Central Avenue is a 6-story building, 410 Central Avenue is a 12-story building, 424 Central Avenue is the western area of the 1st Floor of 410 Central Avenue, a structure constructed over the alley bridges 400 Central to 31 4th Street South and 31 4th Street South is a 2-story building. A parking garage structure, a storage structure (adjacent to the west of the parking garage), and a parking attendant structure are present at the southwestern portion of the property.

The following hazardous building materials were viewed during our assessment: **fluorescent light bulbs, ballasts, miscellaneous exterior light bulbs, mercury vapor light bulbs, thermostat switches, exit lights and batteries, HVAC mechanical refrigerants, hydraulic door closers, lead roof vents, alarm system batteries, miscellaneous office equipment, fire extinguishers and containers of miscellaneous chemicals.** See the attached visual checklist for quantities of the materials.

Please note, multiple mechanical systems are present at the structures. GE did not evaluate the interior of the mechanical systems, but we assume that refrigerants are present and must be assessed and disposed of by a Licenced State of Florida Mechanical Contractor prior to demolition.

The storage structure to the west of the parking garage was occupied during the inspection. Prior to demolition activities, the storage structure will need to be inspected for potential wastes.

This wastestream assessment report has been prepared by GE in a manner consistent with industry standards. All quantities listed in this report are approximations based on our multiple site visits. Under no circumstances is this survey to be utilized as a proposal, scope of work, or project specification document.

GE is pleased to have been of assistance to you on this project and we look forward to working with you in the future. If you have any questions or if we can be of any further service, please do not hesitate to call us at (727) 896-1266.

Sincerely,

GREENFIELD ENVIRONMENTAL, INC.



Nicholas Barron
Project Manager

2156-0300_WasteLetter
Enclosure

APPENDIX A
CHECKLIST

**GREENFIELD ENVIRONMENTAL, INC.
BUILDING DECOMMISSIONING VISUAL CHECKLIST**

Project #: 2156-0300

Date: 7-30 & 8-6,12,15,18,19 & 22-2014

All quantities listed in this checklist are approximations based on our multiple site visits:

Fluorescent Lights:	Yes	No	Quantity:	5150
Ballasts:	Yes	No	Quantity:	1725
Misc Exterior Lights:	Yes	No	Quantity:	40
Mercury Vapor Lights:	Yes	No	Quantity:	15
Thermostat Switches:	Yes	No	Quantity:	70
Exit Lights:	Yes	No	Quantity:	55
HVAC System Freon:	Yes	No	Location:	See note in report
Storage Tanks:	Yes	No	AST	UST
Hydraulic Door Closures	Yes	No	Quantity:	160
Lead Roof Vents:	Yes	No	Location:	Present at the roof areas
Alarm System Batteries:	Yes	No	Quantity:	10
Misc Office Equipment:	Yes	No	Location:	Throughout the facility
Fire Extinguishers:	Yes	No	Location:	Throughout the facility
Miscellaneous Drums or Containers:	Yes	No	Quantity:	2

Type/Location: *A 30lb Tank of Chlorodifluormethane is located at the structure over the alley - 3rd Floor area and a 6 gallon drum of sodium hydroxide is present at the basement.*

APPENDIX B

OSHA HAZWOPER CERTIFICATION

THE NATIONAL ENVIRONMENTAL TRAINERS

Nicholas Barron

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled
Hazardous Waste Operations and Emergency Response
meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.34 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals



Signature of Instructor

A handwritten signature in black ink, appearing to read "CAB", written over a horizontal line.

Certificate Number: 991896

November 05, 2013

www.nationalenvironmentaltrainers.com

Clay A. Bednarz, MS, RPIH

ECHELON

We Develop Opportunity



235 Third Street South, Suite 300 • St. Petersburg, Florida 33701 • (727) 803-8276 • Fax: (727) 803-8203

St. Petersburg City Council

Meeting of June 16, 2016

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

Subject

South Core Parking Lease for City-owned property located within the South Core Parking Garage and the Intown Redevelopment Area.

Objective

To authorize the Mayor, or his Designee, to execute a South Core Parking Lease with James RE, LLC, a Florida Corporation, for City-owned property located within a Community Redevelopment Area.

Background

On March 18, 1982, the City adopted the Intown Redevelopment Plan ("IRP") which is the revitalization plan for the City's downtown area. The IRP provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage the revitalization goals.

When the City adopted the IRP it identified an array of public improvement projects throughout the Intown area designed to facilitate private development. These projects included building parking garages and expanding the cultural offerings to our community (e.g. the Duke Energy Center for the Arts).

Present Situation

Earlier this year, the City received an unsolicited offer from James RE, LLC for the lease of City-owned parking spaces within the South Core Parking Garage and the Intown Redevelopment Area. This offer was directly related to a proposed development of a new Western and Wildlife Museum within the privately owned commercial floors of the South Core Garage. Receipt of this offer resulted in the issuance of a Request for Proposals ("RFP") on May 8, 2016, in accordance with Florida Statute 163.380. The RFP closed on June 7, 2016 and resulted in no alternative proposals being received. After a thorough review of the proposal, City Administration requested Real Estate & Property Management to develop a Parking Lease agreement with James RE, LLC.

During negotiations of the parking agreement Administration's goals were to provide access and pricing to parking necessary to support the Museum project and at the same time, protect the financial interests of the city. With those goals in mind, garage financial history and use were analyzed. Part of the history of the garage includes years when Progress Energy and subsequently Universal Healthcare occupied the ground floors, producing sufficient parking generation that the garage was essentially full. In 2005 the

I-11

garage reached a peak of \$597,000 in annual revenue and then declined for several years. Then in 2011 and 2012 the revenue reached a new peak of \$742,000 and \$740,000 respectively before going into a decline due to Universal's departure and declining to \$549,000 in 2014. In 2015 while the ground floors remained unoccupied, revenues began to climb due to parking demand increased from off-site generators and as the economy and activity continued to improve with an annual total revenue of \$727,000.

The initial business terms of the parking agreement include the following primary provisions: the Term of the lease will be 50 years; the Developer will control and retain revenue generated on the 3rd level of the building (first parking floor) at all times except during Grand Prix which shall be a black out period during which the City will control and retain revenues for the 3rd floor. The Developer will have control over and have rights to revenue generated on the 4th level of the building (second parking floor) from 6 a.m. until 6 p.m. every day. The city shall control the 4th floor during all other times and during blackout dates including Rowdies Games and Grand Prix. Revenues generated from activity in the Community Room will be shared equally between the City and Museum. By mutual consent, if excess available parking exists on the 4th floor, it can be sold to the public on a monthly basis and the revenues generated from those sales would be shared equally between the parties. The Developer will pay the city an initial amount of \$165,000 for their rights of use of the first two floors with a 1% annual compounding escalation.

Based on an analysis of historic and current activity in the garage, an estimate has been calculated to show expected revenue generation once the Museum and related space opens given the payment to the city from the Developer and the revenues that will be generated from public parking. It is expected that like previous times that the ground floors have been occupied, that the garage will be essentially full during the business day and very busy but usually not full evenings and weekends. The following figures do not assume any monthly parking will be sold on the 4th floor in order to add a level of conservatism and in the expectation that the Museum and related activities will generate sufficient activity to regularly require the entire use of both the 3rd and 4th floor. It is expected that \$275,000 will be generated in the first year through monthly parking sales for floors 7 and 8 based on \$190,000 (225 customers) on the 7th floor and \$85,000 (235 customers) on the rooftop. An additional \$50,000 is expected to be generated through the City's share of event space parking revenue and \$349,000 in other event and daily parking which is consistent with 2015 non-monthly parking revenues. Based on these estimates and the guaranteed Museum payments, the initial annual revenues are estimated to be \$839,000 and should increase gradually in subsequent years. This estimate is \$97,000 higher than the garage's previous peak revenue year in 2011 while providing the Museum, at a reasonable and fair cost, with the spaces required to make their project a success.

Summary

The transaction described in this report is consistent with the Plan objectives as it facilitates private development in support of the revitalization goals and enhances the cultural offerings for our community.

Recommendation

Administration recommends that City Council adopt the attached Resolution finding that 1) disposition of South Core Garage Parking Floors 3 and 4 ("Property") at less than fair value ("Disposition") will enable the construction of a new Western and Wildlife Art Museum and will further the implementation of the Intown Redevelopment Plan objectives and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; approving disposition of the Property to James RE, LLC, a Florida Corporation; authorizing the Mayor, or his Designee, to execute a South Core Parking Lease and all other documents necessary to effectuate this transaction; and providing an effective date.

Attachments

Resolution

Legal: 00273925.doc V. 1

Resolution No. 2016-_____

A RESOLUTION FINDING THAT 1) DISPOSITION OF SOUTH CORE GARAGE PARKING FLOORS 3 AND 4 ("PROPERTY") AT LESS THAN FAIR VALUE ("DISPOSITION") WILL ENABLE THE CONSTRUCTION OF A NEW WESTERN AND WILDLIFE ART MUSEUM AND WILL FURTHER THE IMPLEMENTATION OF THE INTOWN REDEVELOPMENT PLAN OBJECTIVES AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; APPROVING DISPOSITION OF THE PROPERTY TO JAMES RE, LLC, A FLORIDA CORPORATION; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SOUTH CORE PARKING LEASE AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received an unsolicited offer from James RE, LLC, a Florida Limited Liability Company ("Developer") for the lease of City-owned parking spaces within the South Core Parking Garage and the Intown Redevelopment Area; and

WHEREAS, this offer was directly related to a proposed development of a new Western and Wildlife Museum within the privately owned commercial floors of the South Core Garage; and

WHEREAS, receipt of this offer resulted in the issuance of a Request for Proposals ("RFP") on May 8, 2016, in accordance with Florida Statute 163.380; and

WHEREAS, the RFP closed on June 7, 2016 and resulted in no alternative proposals being received; and

WHEREAS, after a thorough review of the proposal, City Administration requested Real Estate & Property Management to develop a parking lease with Developer; and

WHEREAS, during negotiations of the parking agreement Administration's goals were to provide access and pricing to parking necessary to support the Museum project and at the same time, protect the financial interests of the city; and

WHEREAS, with those goals in mind, garage financial history and use were analyzed; and

WHEREAS, the analysis indicated over the years of operation peak revenue for the garage reached \$727,000 in 2015; and

WHEREAS, the Museum payments and its ancillary activity is estimated to generate \$839,000; and

WHEREAS, the initial business terms of the parking lease include the following primary provisions:

(A) The Term of the lease will be 50 years; the Developer will control and retain revenue generated on the 3rd level of the building (first parking floor) at all times except during Grand Prix which shall be a black out period during which the City will control and retain revenues for the 3rd floor.

(B) The Developer will have control over and have rights to revenue generated on the 4th level of the building (second parking floor) from 6 a.m. until 6 p.m. every day.

(C) The City shall control the 4th floor during all other times and during blackout dates including Rowdies Games and Grand Prix.

(D) Revenues generated from activity in the Community Room will be shared equally between the City and Museum.

(E) By mutual consent, if excess available parking exists on the 4th floor, it can be sold to the public on a monthly basis and the revenues generated from those sales would be shared equally between the parties.

(F) The Developer will pay the City an initial amount of \$165,000 for its rights of use of the first two floors with a 1% annual compounding escalation.

WHEREAS, it is Administration's opinion that the parking lease, while providing the Museum parking at a reasonable and fair cost, will also cause additional parking revenue to be realized in connection with Museum and related activities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida ("City") that this City Council finds: 1) disposition of South Core Garage Parking Floors 3 and 4 ("Property") at less than fair value ("Disposition") will enable the construction of a new Western and Wildlife Art Museum and will further the implementation of the Intown Redevelopment Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and

BE IT FURTHER RESOLVED that the disposition of the Property to James RE, LLC, a Florida corporation is approved and the Mayor, or his designee, is authorized to execute a South Core Parking Lease and all other documents necessary to effectuate this Resolution.

This Resolution becomes effective immediately upon its adoption.

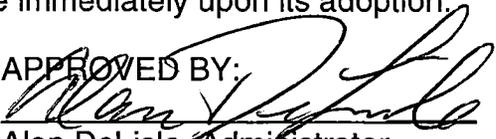
LEGAL:



City Attorney (Designee)

Legal: 00273925.doc V. 1

APPROVED BY:


Alan DeLisle, Administrator

City Development Administration

**Community Redevelopment Agency
Of the City of St. Petersburg**

Meeting of June 16, 2016

Subject

Approval of a Resolution finding: 1) a long-term lease of City-owned parking spaces within South Core Garage located at 100 Central Avenue ("Property") at less than fair value ("Disposition") will enable the development of a major Western and Wildlife Art Museum which is consistent with and will further the implementation of the Intown Redevelopment Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

Background

On March 18, 1982, the City adopted the Intown Redevelopment Plan ("IRP") which is the revitalization plan for the City's downtown area. The IRP provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage the revitalization goals.

When the City adopted the IRP it identified an array of public improvement projects throughout the Intown area designed to facilitate private development. These projects included building parking garages and expanding the cultural offerings to our community (e.g. the Duke Energy Center for the Arts).

Present Situation

Earlier this year, the City received an unsolicited offer from James RE, LLC for the lease of City-owned parking spaces within the South Core Parking Garage and the Intown Redevelopment Area. This offer was directly related to a proposed development of a new Western and Wildlife Museum within the privately owned commercial floors of the South Core Garage. Receipt of this offer resulted in the issuance of a Request for Proposals ("RFP") on May 8, 2016, in accordance with Florida Statute 163.380. The RFP closed on June 7, 2016 and resulted in no alternative proposals being received. After a thorough review of the proposal, City Administration requested Real Estate & Property Management to develop a Parking Lease agreement with James RE, LLC.

During negotiations of the parking agreement Administration's goals were to provide access and pricing to parking necessary to support the Museum project and at the same time, protect the financial interests of the city. With those goals in mind, garage financial history and use were analyzed. Part of the history of the garage includes years when Progress Energy and subsequently Universal Healthcare occupied the ground floors,

CRA

producing sufficient parking generation that the garage was essentially full. In 2005 the garage reached a peak of \$597,000 in annual revenue and then declined for several years. Then in 2011 and 2012 the revenue reached a new peak of \$742,000 and \$740,000 respectively before going into a decline due to Universal's departure and declining to \$549,000 in 2014. In 2015 while the ground floors remained unoccupied, revenues began to climb due to parking demand increased from off-site generators and as the economy and activity continued to improve with an annual total revenue of \$727,000.

The initial business terms of the parking agreement include the following primary provisions: the Term of the lease will be 50 years; the Developer will control and retain revenue generated on the 3rd level of the building (first parking floor) at all times except during Grand Prix which shall be a black out period during which the City will control and retain revenues for the 3rd floor. The Developer will have control over and have rights to revenue generated on the 4th level of the building (second parking floor) from 6 a.m. until 6 p.m. every day. The city shall control the 4th floor during all other times and during blackout dates including Rowdies Games and Grand Prix. Revenues generated from activity in the Community Room will be shared equally between the City and Museum. By mutual consent, if excess available parking exists on the 4th floor, it can be sold to the public on a monthly basis and the revenues generated from those sales would be shared equally between the parties. The Developer will pay the city an initial amount of \$165,000 for their rights of use of the first two floors with a 1% annual compounding escalation.

Based on an analysis of historic and current activity in the garage, an estimate has been calculated to show expected revenue generation once the Museum and related space opens given the payment to the city from the Developer and the revenues that will be generated from public parking. It is expected that like previous times that the ground floors have been occupied, that the garage will be essentially full during the business day and very busy but usually not full evenings and weekends. The following figures do not assume any monthly parking will be sold on the 4th floor in order to add a level of conservatism and in the expectation that the Museum and related activities will generate sufficient activity to regularly require the entire use of both the 3rd and 4th floor. It is expected that \$275,000 will be generated in the first year through monthly parking sales for floors 7 and 8 based on \$190,000 (225 customers) on the 7th floor and \$85,000 (235 customers) on the rooftop. An additional \$50,000 is expected to be generated through the City's share of event space parking revenue and \$349,000 in other event and daily parking which is consistent with 2015 non-monthly parking revenues. Based on these estimates and the guaranteed Museum payments, the initial annual revenues are estimated to be \$839,000 and should increase gradually in subsequent years. This estimate is \$97,000 higher than the garage's previous peak revenue year in 2011 while providing the Museum, at a reasonable and fair cost, with the spaces required to make their project a success.

Summary

The transaction described in this report is consistent with the Plan objectives as it facilitates private development in support of the revitalization goals and enhances the cultural offerings for our community. A public hearing was duly noticed in accordance with Florida Statute 163.380.

Recommendation

CRA Staff recommends that the Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding: 1) a long-term lease of City-owned parking spaces within South Core Garage located at 100 Central Avenue ("Property") at less than fair value ("Disposition") will enable the development of a major Western and Wildlife Art Museum which is consistent with and will further the implementation of the Intown Redevelopment Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

Attachments

Resolution

Legal: 00273926.doc V. 1

CRA No. _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING: 1) A LONG-TERM LEASE OF CITY-OWNED PARKING SPACES WITHIN SOUTH CORE GARAGE LOCATED AT 100 CENTRAL AVENUE ("PROPERTY") AT LESS THAN FAIR VALUE ("DISPOSITION") WILL ENABLE THE DEVELOPMENT OF A MAJOR WESTERN AND WILDLIFE ART MUSEUM WHICH IS CONSISTENT WITH AND WILL FURTHER THE IMPLEMENTATION OF THE INTOWN REDEVELOPMENT PLAN OBJECTIVES; AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; RECOMMENDING APPROVAL OF THE DISPOSITION TO CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received an unsolicited offer from James RE, LLC, a Florida Limited Liability Company ("Developer") for the lease of City-owned parking spaces within the South Core Parking Garage and the Intown Redevelopment Area; and

WHEREAS, this offer was directly related to a proposed development of a new Western and Wildlife Museum within the privately owned commercial floors of the South Core Garage; and

WHEREAS, receipt of this offer resulted in the issuance of a Request for Proposals ("RFP") on May 8, 2016, in accordance with Florida Statute 163.380; and

WHEREAS, the RFP closed on June 7, 2016 and resulted in no alternative proposals being received; and

WHEREAS, after a thorough review of the proposal, City Administration requested Real Estate & Property Management to develop a Parking Lease agreement with Developer; and

WHEREAS, during negotiations of the parking agreement Administration's goals were to provide access and pricing to parking necessary to support the Museum project and at the same time, protect the financial interests of the city; and

WHEREAS, with those goals in mind, garage financial history and use were analyzed; and

WHEREAS, the analysis indicated over the years of operation peak revenue for the garage reached \$727,000 in 2015; and

WHEREAS, the Museum payments and its ancillary activity is estimated to generate \$839,000; and

WHEREAS, the initial business terms of the parking agreement include the following primary provisions:

(A) The Term of the lease will be 50 years; the Developer will control and retain revenue generated on the 3rd level of the building (first parking floor) at all times except during Grand Prix which shall be a black out period during which the City will control and retain revenues for the 3rd floor.

(B) The Developer will have control over and have rights to revenue generated on the 4th level of the building (second parking floor) from 6 a.m. until 6 p.m. every day.

(C) The city shall control the 4th floor during all other times and during blackout dates including Rowdies Games and Grand Prix.

(D) Revenues generated from activity in the Community Room will be shared equally between the City and Museum.

(E) By mutual consent, if excess available parking exists on the 4th floor, it can be sold to the public on a monthly basis and the revenues generated from those sales would be shared equally between the parties.

(F) The Developer will pay the city an initial amount of \$165,000 for their rights of use of the first two floors with a 1% annual compounding escalation.

WHEREAS, it is Administration's opinion that the agreement while providing the Museum parking at a reasonable and fair cost, will also cause additional parking revenue to be realized in connection with the Museum and related activities.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida ("CRA") that the CRA finds: 1) a long-term lease of city-owned parking spaces within South Core Garage located at 100 Central Avenue ("Property") at less than fair value ("Disposition") will enable the development of a major western and wildlife art museum which is consistent with and will further the

implementation of the Intown Redevelopment Plan objectives; and 2) a public hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and

BE IT FURTHER RESOLVED that the CRA recommends approval of the Disposition to City Council of the City of St. Petersburg, Florida; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is authorized to execute all documents necessary to effectuate this Resolution.

This Resolution becomes effective immediately upon its adoption.

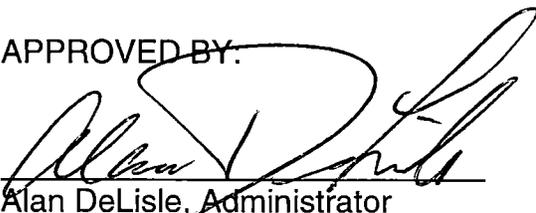
LEGAL:



City Attorney (Designee)

Legal: 00273926.doc V. 1

APPROVED BY:



Alan DeLisle, Administrator
City Development Administration

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Approving an agreement between the City of St. Petersburg, Florida and Wenger Corporation ("Wenger") for Wenger to fabricate and deliver an orchestra shell and forestage canopy for the Mahaffey Theater Orchestra Shell Replacement project for an amount not to exceed \$750,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. (Engineering Project No. 15218-019; Oracle No. 14661).

Explanation: On January 21, 2016, City Council approved a State of Florida Cultural Facilities grant in the amount of \$1,000,000 to fund the design and manufacture of a new orchestra shell and forestage canopy for the Mahaffey Theater. The grant agreement requires the City to encumber the grant funds for such project by June 30, 2016. Approximately \$250,000 of these grant funds will be used to pay ARC3 Architecture, Inc. ("ARC3") to design the new orchestra shell and forestage canopy for the Mahaffey Theater. The remaining grant funds in the amount of \$750,000 are available for the fabrication and delivery of such orchestra shell and forestage canopy pursuant to the final design documents.

On April 27, 2016, the City issued RQU No. 6071 ("RQU") for the fabrication and delivery of a new acoustic shell for the Mahaffey Theater stage and a forestage canopy consisting of an extension of the acoustic ceiling over the audience chamber. The City received two responses to the RQU and a selection committee comprised of representatives from The Florida Orchestra, the Mahaffey Theater, ARC3 and City Downtown Enterprise Facilities staff reviewed the qualifications and experience of both companies who submitted responses to the RQU. The selection committee recommended selection of Wenger Corporation ("Wenger") as the most qualified vendor.

Wenger's RQU response documents included an initial price proposal based on the preliminary design and other fabrication specifications included in the RQU. The initial price proposal in the amount of \$616,379 was for fabrication of the orchestra shell and forestage canopy only. Such initial price proposal did not include delivery, installation services, or any adjustments in the fabrication costs as a result of changes from the preliminary design documents to the final design documents. The City does not expect such costs and adjustments not included in the initial price proposal to exceed \$133,621.

After execution of the agreement, Administration will authorize Wenger to begin consulting with ARC3, who will finalize the design and develop detailed shop drawings to fully meet the intent of the design. Wenger working alongside ARC3 will also assure that the shell and forestage canopy can be completed within the City's overall budget. Upon ARC3's completion of the design, Wenger will provide the City with a revised price proposal for the remaining scope of work, which shall include the fabrication of the new orchestra shell and forestage canopy in accordance with the final design requirements developed by ARC3, delivery costs and installation services. If the revised price proposal causes the contract price to exceed \$750,000, Administration will ask City Council to approve an amendment to the agreement with Wenger Corporation to increase the contract price. If an amendment to the agreement is needed, Administration will not authorize Wenger to commence work for the remaining scope of work until City Council has approved an

amendment. Currently, any additional funds for the fabrication and delivery of the new orchestra shell and forestage canopy along with the funds needed for a contractor selected by the City to install such items are included the proposed Capital Improvement Budget for FY17 - Mahaffey Theater Orchestra Shell Replacement project. The City expects this project to be completed in the summer of 2017.

Wenger has been in the business of providing innovative, high-quality products and solutions for performing arts, music and theater education for 70 years. Wenger has also successfully completed full-stage acoustic enclosure systems similar to the one being designed for the Mahaffey Theater and have had a long track record of enhancing the acoustics in performance chambers throughout the world.

Recommendation: Administration recommends approval of the attached resolution approving an agreement between the City and Wenger for Wenger to fabricate and deliver an orchestra shell and forestage canopy for the Mahaffey Theater Orchestra Shell Replacement project for an amount not to exceed \$750,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Cost/Funding/Assessment information: Funds have been previously appropriated in the General Capital Improvement Fund (3001), via a State Cultural Facilities Grant to the Mahaffey Theater Orchestra Shell Replacement Project (Engineering/CID Project No. 15218-019; Oracle No. 14661).

Attachments: Resolution

Approvals:



Administrative

DAVIS L. Fuller For Stacey McKee 6-2-16

Budget

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND WENGER CORPORATION (“WENGER”) FOR WENGER TO FABRICATE AND DELIVER AN ORCHESTRA SHELL AND FORESTAGE CANOPY FOR THE MAHAFFEY THEATER ORCHESTRA SHELL REPLACEMENT PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED \$750,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE (ENGINEERING PROJECT NO. 15218-019; ORACLE NO. 14661).

WHEREAS, on January 21, 2016, City Council approved a State of Florida Cultural Facilities Grant in the amount of \$1,000,000 to fund the design and manufacture of a new orchestra shell and forestage canopy for the Mahaffey Theater; and

WHEREAS, approximately \$750,000 of the grant funds are available for the fabrication and delivery of such orchestra shell and forestage canopy; and

WHEREAS, on April 27, 2016, the Procurement and Supply Management Department issued RQU No. 6071 (“RQU”) for the fabrication and delivery of a new acoustic shell for the Mahaffey Theater stage and a forestage canopy consisting of an extension of the acoustic ceiling over the audience chamber; and

WHEREAS, the City received two responses to the RQU and a selection committee reviewed the qualifications and experience of both companies who submitted responses; and

WHEREAS, the committee selected Wenger Corporation as the most qualified firm to fabricate and deliver the shell and canopy for an amount not to exceed \$750,000; and

WHEREAS, Wenger Corporation has met the specifications, terms and conditions of RQU; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Engineering & Capital Improvements Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an agreement between the City of St. Petersburg, Florida and Wenger Corporation (“Wenger”) for Wenger to fabricate and deliver an orchestra shell and forestage canopy for the Mahaffey Theater Orchestra Shell Replacement Project for a total amount not to exceed \$750,000 is hereby approved.

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.

Approved as to Form and Substance:



City Attorney (Designee)

00273241 Final

**SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2016**

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

Subject: Renewing blanket purchase agreements with Air Mechanical and Services Corp. and Engineered Air Systems, Inc. for HVAC maintenance and repair services at a combined estimated annual amount of \$600,000.

Explanation: On June 7, 2012, City Council approved three-year agreements for HVAC maintenance and repair services through June 30, 2015, with two one-year renewal options. On May 21, 2015, City Council approved a one-year renewal option. This is the final renewal.

The vendors provide regular preventative maintenance at 52 locations. Work includes inspection, air filter changes, lubricants, refrigerants, compressors, condensers, heating supply and return lines, water lines, air ducts, exhaust fans, repair services, and replacement of parts, material and supplies.

The Procurement Department recommends for renewal:

HVAC Maintenance & Repair Services.....\$600,000

Air Mechanical and Services Corp.
Engineered Air Systems, Inc.

The vendors have agreed to hold prices firm under the terms and conditions of Bid No. 7244 dated March 16, 2012. The contract renewal will be effective through June 30, 2017 and will be binding only for the actual services rendered. Amounts paid to awardees pursuant to this renewal shall not exceed a combined total of \$600,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001)[\$255,000], Water Resources Operating Fund (4001)[\$100,000], Jamestown Operating Fund (4081)[\$6,000], Coliseum Operating Fund (1205)[\$1,170], Golf Course Operating Fund (4061)[\$7,500], Sanitation Operating Fund (4021)[\$2,316], Fleet Operating Fund (5001)[\$4,000], Information Communication Services Internal Service Fund (5011)[\$4,200], Sunken Gardens Operating Fund (1207)[\$2,230], Materials Management Fund (5031)[\$2,428], and in various capital projects in the Recreation and Culture Capital Fund (3029)[\$15,000] and the City Facilities Capital Improvement Fund (3031)[\$40,000].

Attachments: Resolution

Approvals:



By:  Administrative



Budget

A RESOLUTION APPROVING THE SECOND AND FINAL RENEWAL OPTION OF THE AGREEMENTS (BLANKET AGREEMENTS) WITH AIR MECHANICAL AND SERVICES CORP. AND ENGINEERED AIR SYSTEMS, INC. FOR HVAC MAINTENANCE AND REPAIR SERVICES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$600,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 7, 2012, City Council approved the award of three-year Agreements with two one-year renewal options to provide regular preventative HVAC maintenance and repair services to 52 locations with Air Mechanical and Services Corp. and Engineered Air Systems, Inc. pursuant to Bid No. 7244 dated March 16, 2012; and

WHEREAS, on May 21, 2015, City Council approved first one-year renewal options to the Agreements; and

WHEREAS, the City desires to exercise the second and final one-year renewal options; and

WHEREAS, Air Mechanical and Services Corp. and Engineered Air Systems, Inc. have agreed to hold prices firm under the terms and conditions of Bid No. 7244; and

WHEREAS, the Purchasing Department recommends renewal of these Agreements.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second and final one-year renewal option of the Agreements (Blanket Agreements) with Air Mechanical and Services Corp. and Engineered Air Systems, Inc. for HVAC maintenance and repair services at an estimated annual cost not to exceed \$600,000 are hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Awarding a one-year blanket purchase agreement to Municipal Emergency Services Inc. for bunker gear for the Fire Department at an estimated cost of \$449,000.

Explanation: This purchase is being made from Lake County Florida Contract No. 12-0806L. The supplier will furnish and deliver protective gear for firefighters which includes bunker pants and coats. The manufacturer, Veridian Fire Protective Gear, was recommended pursuant to extensive bunker gear wear testing performed by St. Petersburg Fire Rescue personnel. Municipal Emergency Services Inc. has been the exclusive authorized representative for Veridian for sales, warranty repairs, and distribution for the State of Florida since 2012.

The Purchasing Department in cooperation with the Fire Department recommends utilizing Lake County Florida Contract No. 12-0806L:

Municipal Emergency Services Inc.....\$449,000

Municipal Emergency Services Inc. has met the specifications, terms and conditions of Lake County Florida ITB No. 12-0806L dated March 21, 2012. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. The agreement will be effective from date of award through June 30, 2017. A blanket purchase agreement will be issued to the supplier and will be binding only for the actual quantities ordered.

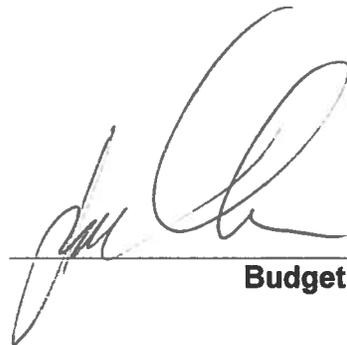
Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001) [\$399,000] and Emergency Medical Services Fund (1009) [\$50,000].

Attachments: Price History
Resolution

Approvals:



Administrative



Budget

Price History
340-34 Bunker Gear, Pant and Coats

Item No.	Description	2012	2013	2014	2015	2016	Percent Change
1	Bunker Gear, Pants	850.00	850.00	850.00	925.00	948.00	2.5%
2	Bunker Gear, Coats	830.00	830.00	830.00	925.00	855.00	-7.6%

A RESOLUTION APPROVING THE AWARD OF A ONE YEAR AGREEMENT (BLANKET AGREEMENT) FOR THE PURCHASE OF BUNKER GEAR FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE FIRE DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$449,000 UTILIZING LAKE COUNTY, FLORIDA CONTRACT NO. 12-0806L; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase bunker gear from Municipal Emergency Services, Inc. for the Fire Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Municipal Emergency Services, Inc. has met the terms and conditions of Lake County, Florida Contract No. 12-0806L; and

WHEREAS, the Purchasing Department in cooperation with the Fire Department recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a one-year agreement for the purchase of bunker gear from Municipal Emergency Services, Inc. for the Fire Department at a total cost not to exceed \$449,000 utilizing Lake County, Florida Contract No. 12-0806L is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2016

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

Subject: Awarding a contract to Sign Design of Florida dba Mid-Florida Signs & Graphics for wayfinding signs for the Transportation & Parking Management Department at a total cost of \$242,370.

Explanation: The Procurement Department received eight bids for the installation of 89 wayfinding signs. The contractor will furnish all labor, equipment, and materials necessary to install 89 vehicular directional signs in downtown.

Wayfinding systems with appropriate signage serve a vital role for the City and help to establish a place brand. They inform, guide, and motivate visitors and residents and list major destinations that have met destination eligibility criteria. The first wayfinding signs were installed in downtown in 2003 as an interim measure until a more comprehensive program could be developed. The City's wayfinding program was first established in 2006/2007 and previously known as wayfaring. However, projects within the capital program were placed on hold during the economic downturn. Funding was approved in FY2015 to reinstate the first phase of the program using the City's new branding color palette. The first phase which includes the 89 vehicular directional signs in downtown is included within this project.

An add-alternative to this contract that includes fabrication and installation of additional signs within the program's sign family including ground-mounted parking directional signs is planned to follow on quickly behind the first phase. These add-on signs would be supplementary to the 89 primary signs and can be initiated through additional requisitions with this contractor; while not anticipated, any requisitions for such work that exceed \$25,000 in additional expense would be put forward for Council's consideration and approval prior to authorization. Funding for structure-based parking identification signs at the City's municipal garages and major surface lots has been included with the proposed FY2017 Capital Improvement Program budget as a separate project. The entire wayfinding project is proposed to include additional phases through FY 2019 including wayfinding outside of downtown, pedestrian wayfinding and additional routing signs within the downtown. For example, phase 1 includes signs for east-west movement on Central Avenue while future phases could also provide wayfinding signage for the 1st Avenues for east-west movement in the core.

The Contractor will begin work for the 89 vehicular directional signs approximately 14 calendar days from written Notice to Proceed and is scheduled to complete the work within 150 consecutive calendar days thereafter. Bids were opened on March 3, 2016 and are tabulated as follows:

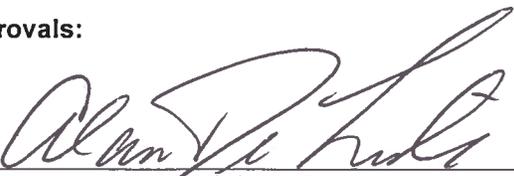
<u>Bidder</u>	<u>Bid Amount</u>
Sign Design of Florida dba Mid-Florida Signs & Graphics	\$242,370.00
Don Bell Signs LLC	\$310,593.00
Creative Mailbox Designs LLC dba Creative Sign Designs	\$354,648.17
Color-Ad Inc.	\$369,563.17
Allied Environmental Signage LLC	\$382,400.00
Thomas Sign & Awning Company Inc.	\$396,215.00
Jam 5:20 Inc.	\$445,984.00
Waybaytay Holdings Inc. dba Signs Etc.	\$422,931.23

Sign Design of Florida dba Mid-Florida Signs & Graphics, the lowest responsible bidder, has met the specifications, terms and conditions of Bid No. 5995 dated March 3, 2016. This company was incorporated in 1984 as Sign Design in Florida, Inc. This Company is located in Leesburg, Florida. Previous projects include Sumter County Judicial Campus / Fairgrounds Wayfinding Bushnell/Webster, Florida and Artegon Marketplace Wayfinding in Orlando, FL.

Cost/Funding/Assessment Information: Funds are available in the Neighborhood & Citywide Infrastructure Fund 3027, Wayfinding Signage and Sign Replacement Project 14618.

Attachments: Destination List (subject to final approval before construction)
Illustrations of Wayfinding Sign Family
Resolution

Approvals:



Administrative

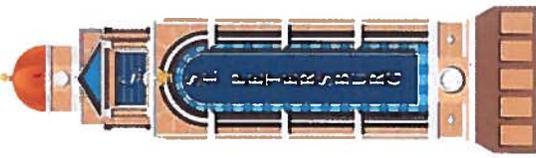
 6-1-16

Budget

Business Districts	Cultural	Duke Energy Center for the Arts	Government	Parks & Recreation	Education/ Institutional
Central Arts District	Holocaust Museum	Dali Museum	County Courthouse	Downtown Waterfront	USF St Petersburg
Beach Dr District	Chihuly Collection	Mahaffey Theater	City Hall	Vinoy Park	SPC Downtown Ctr
Grand Central District	Museum of Fine Arts	Albert Whitted Park	Public Library	N Straub Park	SPC Gibbs Campus
Tyrone District	Museum of History	Historic Jannus Block		Demens Landing	SPC Allstate Ctr
4th Street District	The Coliseum	Visitor Centers		North Shore Pool Complex	SPC Midtown Ctr
16th Street District	Science Ctr of Pinellas	Visitor Ctr Chamber of Comm		Weedon Island Preserve	Eckerd College
22nd Street District	Great Explorations			Boyd Hill Preserve	
49th Street District	Sunken Gardens	Regional Attractions		Pinellas Trail	
West Central District	Florida CraftArt	The Pier		City Marina	
Midtown District	American Stage	Tropicana Fld		Dell Holmes Water Park	
Dr MLK District	Morean Arts Center	Sundial/Muvico			
The EDGE District	Palladium Theater	Al Lang Field			
The Deuces District					
	Freefall Theatre				
	CG Woodson Museum				
	Royal Theater				
	St Pete City Theater				
	Jungle Prada				
	St Pete Opera Company				
	Museum of Arts & Crafts				
	Museum TBD				
	Warehouse Arts District				
	Innovation District				
	Skyway Marina District				
	Waterfront Arts District				
	Pier District				

stakeholder meetings

(+) proposed sign family

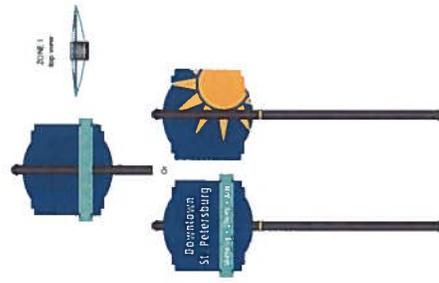


Primary Gateway



Downtown Trailblazer

SCALE: 1/2" = 1'-0"



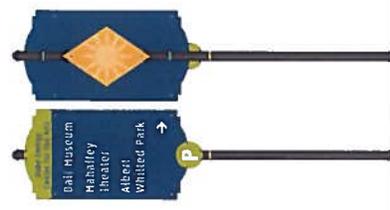
District Arrival



Destination Directional - 6" Copy



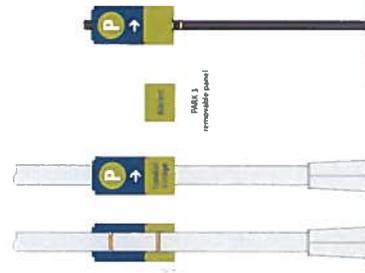
Primary Destination Directional



Sub-District Destination Directional



Destination Arrival



Parking Trailblazer



Parking Arrival

Secondary Destination Directional



A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT FOR THE PURCHASE OF WAYFINDING SIGNS TO SIGN DESIGN OF FLORIDA, INC. D/B/A MID-FLORIDA SIGNS & GRAPHICS FOR THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$242,370; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase and install 89 vehicular directional "wayfinding" signs as part of the Transportation & Parking Management Department's Wayfinding Program; and

WHEREAS, the Purchasing Department received eight proposals for the installation of 89 wayfinding signs pursuant to Bid No. 5995 dated March 3, 2016; and

WHEREAS, Sign Design of Florida, Inc. d/b/a Mid-Florida Signs & Graphics has met the requirements of Bid No. 5995; and

WHEREAS, the Purchasing Department in cooperation with the Transportation & Parking Management Department recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid and award of an agreement for the purchase of wayfinding signs to Sign Design of Florida, Inc. d/b/a Mid-Florida Signs & Graphics at a total cost not to exceed \$242,370, is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Awarding a blanket purchase agreement to Motorola Solutions Inc. for radios and electronic components at an estimated annual cost of \$200,000.

Explanation: This purchase will be made under State of Florida Contract No. 725-500-12-1. The vendor will provide radios, original equipment manufacturer (OEM) and general electronic parts that are used to repair radio and communication equipment, public address systems and various types of testing equipment. The primary users of the agreement are the Technology Services, Police, Water Resources, and Fleet Maintenance departments.

The Procurement Department recommends award utilizing State of Florida Contract No. 725-500-12-1:

Motorola Solutions, Inc.\$200,000

The vendor has met the specifications, terms and conditions of State of Florida Contract No. 725-500-12-1 dated June 30, 2014. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other government entities. A Blanket Purchase Agreement will be issued and will be binding only for actual quantities ordered. The agreement will be effective from date of award through June 29, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011), Water Resources Operating Fund (4001), General Fund (0001), Public Safety Capital Improvements Fund (3025) and the Emergency Medical Services Fund (1009).

Attachments: Price History
Resolution

Approvals:


Administrative


Budget

Price History
287-66 Radios and Components, Public and Non Public Safety Radios

Item No.	Description	2012	2013	2014	2015	2016	% Change
1	APX6000 700/800 MODEL 2.5 PORTABLE	4,513.00	4,317.25	4,317.00	4,585.00	4,588.00	0.07%
2	APX6500 71800 MHZ MID POWER MOBILE	4,965.00	4,756.00	4,756.00	4,918.00	4,922.00	0.08%

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) TO MOTOROLA SOLUTIONS, INC. FOR RADIOS AND ELECTRONIC COMPONENTS FOR THE DEPARTMENT OF TECHNOLOGY SERVICES, POLICE, WATER RESOURCES, AND FLEET MANAGEMENT DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$200,000 UTILIZING STATE OF FLORIDA CONTRACT NO. 725-500-12-1; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase radios and electronic components from Motorola Solutions, Inc.; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Motorola Solutions, Inc. has met the terms and conditions of the State of Florida Contract No. 725-500-12-1 dated June 30, 2014; and

WHEREAS, the Procurement & Supply Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement (Blanket Agreement) to Motorola Solutions, Inc. for radios and electronic components for the Department of Technology Services, Police, Water Resources, and Fleet Management Departments at an estimated annual cost not to exceed \$200,000 utilizing State of Florida Contract No. 725-500-12-1; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Awarding a five-year blanket purchase agreement to Motorola Solutions Inc. for batteries and accessories at an estimated cost not to exceed \$200,000.

Explanation: This purchase is being made from Pinellas County Contract No. 156-0149-B. The supplier will furnish and deliver batteries, clips, earpieces and other accessories. The primary users are Fire, Police, Parks and Recreation, and Water Resources departments. These items are stocked and distributed from the Consolidated Warehouse.

The Purchasing Department recommends utilizing Pinellas County Contract No. 156-0149-B:

Motorola Solutions Inc.....\$200,000
5 years at \$40,000/yr.

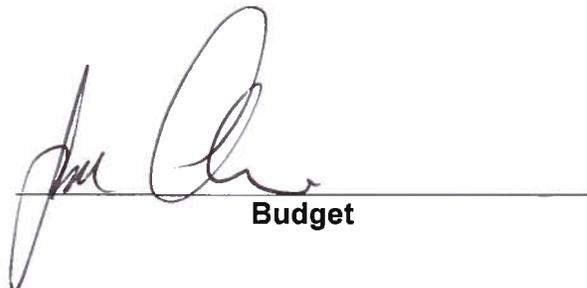
Motorola Solutions Inc. has met the specifications, terms and conditions of Pinellas County Contract No. 156-0149-B dated February 2, 2016. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts from other governmental entities. The agreement will be effective from date of award through March 3, 2021. A blanket purchase agreement will be issued to the supplier and will be binding only for the actual quantities ordered.

Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001), Water Resources (4001), Sanitation (4021), Law Enforcement Fund (1023), Emergency Medical Services (1009), Information & Communication Services (5011), and Stormwater Utility Operating (4011).

Attachments: Price History
Resolution

Approvals:


Administrative


Budget

Price History
725-13 Batteries and Accessories, Public Safety Radios

Item No.	CW Item	Description	2011	2012	2013	2014	2015	2016	% Change
1	68013	Battery, Non-Public Safety, Motorola HNN9009A, For Radio MTX8250	39.00	39.00	39.00	39.00	39.00	39.00	--
2	68027	Clip, Battery, Motorola # HLN8255B, For Radio GTX/LTS2000	5.10	5.10	5.10	5.10	5.10	5.10	--
3	68030	Earphone, Adapter Motorola # BDN6676D For Public Safety Radio	44.63	42.62	42.62	42.62	42.62	42.62	--
4	68039	Commpart, Motorola #NTN1624A	356.15	356.15	356.15	356.15	356.15	356.15	--
5	68048	Charger, Battery, Motorola #NTN1667 for Public Safety Radio	85.00	136.00	136.00	136.00	136.00	136.00	--
6	68036	Kit, Surveillance W/ Adapter Motorola # BDN6670A Battery, Public Safety, Motorola RNN4007AR, For Radio XTS5000(no substitute)	114.75	114.75	114.75	127.50	127.50	127.50	--
7	68001	substitute)	65.00	65.00	65.00	65.00	75.00	102.00	26%
8	68042	Earpiece, Discreet Wireless Motorola # RLN4922A	289.00	289.00	289.00	255.00	255.00	255.00	--
9	68034	Earphone, Motorola # RLN4941A	49.30	49.30	49.30	43.50	43.50	43.50	--
10	68019	Clip, Battery, Motorola # NTN8266B, For Radio XTS 5000/3000	8.50	8.50	8.50	8.50	8.50	8.50	--
11	68022	Clip, Battery, Motorola # HLN6853A For Radio XTS2500/1500	9.78	9.78	9.78	9.78	9.78	9.78	--
12	68087	Clip, Microphone, For Radio, 4205823V01	13.83	13.83	13.83	13.83	13.83	13.83	--
13	68007	Battery, Public Safety, Fire Ruggedized, Motorola NNTN4437B	189.00	189.00	189.00	189.00	116.00	116.00	--

A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT (BLANKET AGREEMENT) FOR THE PURCHASE OF BATTERIES AND ACCESSORIES FROM MOTOROLA SOLUTIONS, INC. FOR THE FIRE, POLICE, PARKS AND RECREATION AND WATER RESOURCES DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$200,000 UTILIZING PINELLAS COUNTY CONTRACT NO. 156-0149-B; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase batteries and accessories from Motorola Solutions, Inc. for the Fire, Police, Parks and Recreation, and Water Resources Departments; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Motorola Solutions, Inc. has met the terms and conditions of Pinellas County Contract No. 156-0149-B; and

WHEREAS, the Purchasing Department recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a five-year agreement (Blanket Agreement) for the purchase of batteries and accessories from Motorola Solutions, Inc. for the Fire, Police, Parks and Recreation and Water Resources Departments at an estimated annual cost not to exceed \$200,000 utilizing Pinellas County Contract No. 156-0149-B; authorizing the Mayor or Mayor's designee to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

A handwritten signature in black ink, appearing to be 'RSD', is written above a horizontal line.

City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Approving an increase in allocation for maintenance and repairs of Avaya telephony equipment in the amount of \$169,810.71 which increases the total contract amount to \$400,702.20.

Explanation: On August 28, 2014, City Council approved a three-year agreement with Avaya, Inc. for the maintenance and repairs of telephony equipment at a total three-year cost of \$230,891. The agreement is effective through November 30, 2017. On July 24, 2014 the City Council had approved the purchase of an upgrade to our existing Avaya telephone system which included a new Modular Messaging and Call Management System. The maintenance costs for the first year, for the new systems, were included in the purchase and were erroneously omitted from the maintenance agreement. Therefore, an increase in allocation in the amount of \$169,810.71 is requested to cover the maintenance costs for this agreement term.

The vendor's coverage includes circuit packs, power supplies, switching processors and network interface equipment. In addition, the vendor also provides on-site and remote maintenance and repair of the systems, as well as 24/7 remote network monitoring, emergency service and disaster recovery plans. The city's telephony network covers 80 locations for 3,000 extensions including 2,300 physical ports and 2,500 voice mailboxes.

The Procurement Department recommends approval:

Original Amount	\$230,891.49
Allocation Increase	<u>169,810.71</u>
New Amount	\$400,702.20

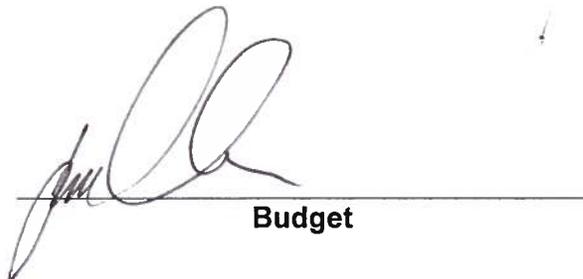
This purchase was made from State of Florida Contract No. 730-000-09-1. The agreement is effective through November 30, 2017.

Cost/Funding/Assessment Information: Funds have been previously budgeted in the Department of Technology Services Operating Fund (5011), Telecommunications Department (8502569).

Attachments: Resolution

Approvals:


Administrative


Budget

A RESOLUTION APPROVING AN INCREASE TO THE ALLOCATION OF THE BLANKET PURCHASE AGREEMENT WITH AVAYA INC. FOR TELEPHONY EQUIPMENT, IN THE AMOUNT OF \$169,810.71 FOR A TOTAL AMOUNT NOT TO EXCEED \$400,702.20; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 28, 2014, the City Council approved a three-year agreement with Avaya Inc. to provide maintenance and repairs of telephony equipment effective through November 30, 2017; and

WHEREAS, this Resolution will increase the allocation for the Agreement due to the additional maintenance and service plans required for the City's new Modular Messaging and Call Management Systems on the network which were not considered in the original estimate; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, 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 Agreement with Avaya Inc. for telephony equipment in the amount of \$169,810.71 for a total amount not to exceed \$400,702.20 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 June 16, 2016

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

Subject: Renewing a blanket purchase agreement with Boley Centers, Inc. for the After School Youth Employment Program (ASYEP) management services for the Community Services Department at an estimated annual cost of \$125,000.

Explanation: On June 6, 2013, City Council approved a one-year agreement for ASYEP management services through June 30, 2014, with four one-year renewal options. On July 10, 2014, and March 19, 2015 respectively, City Council approved the first and second renewals. This is the third renewal.

The contractor provides 14 to 18-year-old youth with diverse opportunities to develop real vocational skills and earn income while employed in private businesses and the public sector after school. The youth must reside in the city and meet specific household income guidelines and are also required to remain in school. The program operates during the school year and provides minimum wage employment for 40 youths, including orientation, training, appraisal, and a need assessment for other potential services. The youth are also provided clothing and bus passes.

The majority of these internships lead to year-round permanent employment and will positively impact the youth and the overall success of the ASYEP.

The Procurement Department in cooperation with the Community Services Department, recommends renewal:

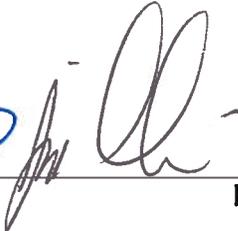
Boley Centers, Inc.....\$125,000

The contractor has agreed to hold prices firm under the terms and conditions of RFP No. 7462 dated March 19, 2013. Administration recommends renewal of the agreement based upon the contractor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no decrease in number of participants served. This renewal will be effective from date of approval through June 30, 2017.

Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001), Community Services Department (083), Community Services Administration (1081).

Attachments: Resolution

Approvals:

Administrative
Budget

A RESOLUTION APPROVING THE THIRD ONE-YEAR RENEWAL OPTION OF THE AGREEMENT (BLANKET AGREEMENT) WITH BOLEY CENTERS, INC. FOR MANAGEMENT SERVICES FOR THE AFTER SCHOOL YOUTH EMPLOYMENT PROGRAM FOR THE COMMUNITY SERVICES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$125,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2013 City Council approved the award of a one-year agreement with four one-year renewal options to Boley Centers, Inc. pursuant to RFP No. 7462 dated March 19, 2013; and

WHEREAS, on July 10, 2014 City Council approved the first one-year renewal option of the Agreement with Boley Centers, Inc.; and

WHEREAS, on March 19, 2015 City Council approved the second one-year renewal option of the Agreement with Boley Centers, Inc.; and

WHEREAS, the City desires to exercise the third one-year renewal option of the Agreement; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Community Services Department, recommends approval of the second one-year renewal option of the Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third one-year renewal option of the Agreement with Boley Centers, Inc. for management services for the After School Youth Employment Program for the Community Services Department at an estimated annual cost not to exceed \$125,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)



st.petersburg
www.stpete.org

SAINT PETERSBURG CITY COUNCIL

Meeting of June 16, 2016

TO: THE HONORABLE AMY FOSTER, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: A Resolution approving the plat of Quattro Beach Drive being a Replat of Lots 1, 2, 3, and 4, Welsh and Bennets Subdivision, Plat Book 1, Page 2 of the Public Records of Pinellas County, Florida, generally located northeast of the intersection of 11th Avenue Northeast and Beach Drive Northeast, setting forth conditions for approval; and providing an effective date. (City File 15-20000003)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:

The applicant is requesting approval of a final plat approval to replat four lots to create four newly configured lots. This is a replat of Lots 1, 2, 3, and 4, Welsh and Bennets Subdivision, generally located northeast of the intersection of 11th Avenue Northeast and Beach Drive Northeast. This will create four townhome lots. The property is zoned Neighborhood Suburban Multifamily (NSM-1).

The replat assembles the lots for redevelopment.

The language in condition 1 of the Resolution clarifies that certain requirements may be completed after the plat is recorded. The language in condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Map, Aerial, Engineering Conditions dated March 14, 2016, Resolution

APPROVALS:

Administrative:  _____ 

Budget: NA _____

Legal:  _____



City of St. Petersburg, Florida
Planning and Economic Development
Department
QUATTRO BEACH DRIVE
Case No.: 15-20000003
Address: Northeast of the Intersection of 11th
Avenue Northeast and Beach Drive Northeast



**MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT**

TO: Pamela Crook, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: March 14, 2016
SUBJECT: Preliminary and Final Plats for Quattro Beach Drive
FILE: 15-20000003

LOCATION: Beach Drive Northeast
PIN: 17/31/17/95958/000/0010; 17/31/17/95958/000/0020;
17/31/17/95958/000/0040
ATLAS: D-8
PROJECT: Preliminary and Final Plats
REQUEST: Approval of a Preliminary and Final Plats for Quattro Beach Drive

The Engineering Department has no objection to the proposed Preliminary and Final Plat as submitted. It is acknowledged that many of the following items have been fulfilled with the submittal of the associated Site Construction Permit Application #15-02000444 but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction

STANDARD CONDITIONS OF PLAT APPROVAL:

Water service is available to the site. The applicant's Engineer shall coordinate potable water and/or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant is adequate. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be

provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). **If an increase in flow of over 1000 gpd is proposed**, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement. This requirement has been fulfilled with the submittal of Site Permit Application #15-02000444.

A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City's Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering's "Maintenance of Traffic Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

The scope of this project does not appear to trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. Up to four single family units are considered exempt from compliance with the City's Drainage and Surface Water Management Regulations.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans should include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developers responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – New Plat File, QUATTRO BEACH DRIVE

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 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 Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management received a request from Northwest Youth Baseball, Inc. ("NYB") to enter into a License Agreement for another three (3) year term, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg that NYB has utilized since 1985.

NYB has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar (\$1.00) per month or thirty-six (\$36.00) for the entire term. The Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. The City shall provide cleaning services including all consumable materials and maintenance of the restrooms. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a not-for-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior licenses

with this and other not-for-profit organizations. Under the terms of the license, "the City is under no obligation to provide a replacement facility under any circumstances."

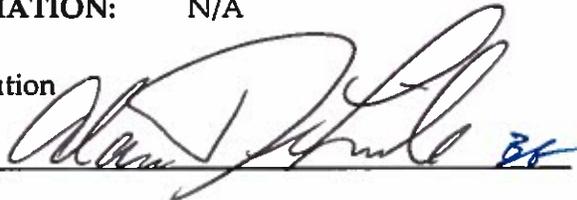
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a Florida not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:



Budget:

N/A

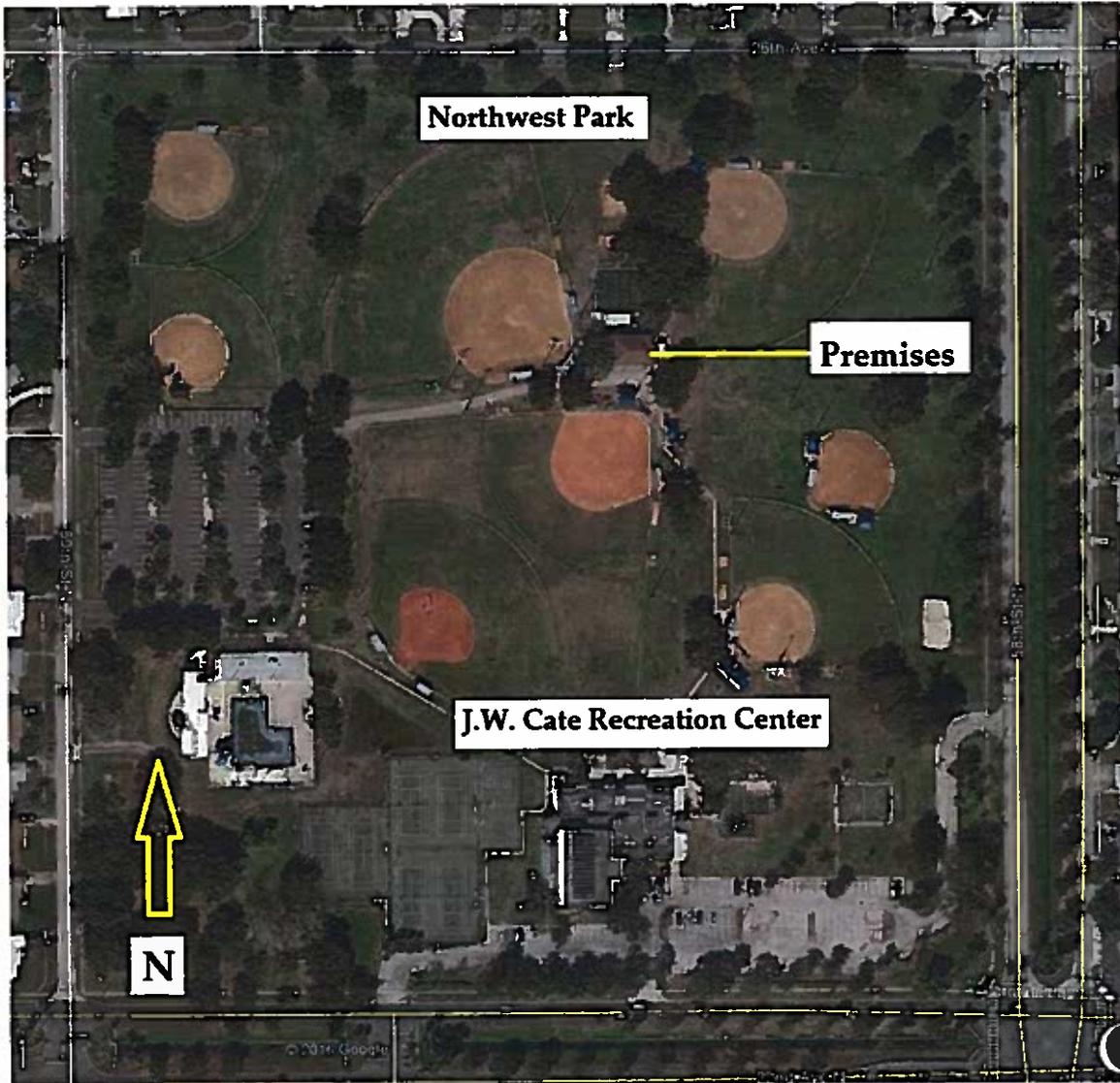
Legal:



(As to consistency w/attached legal documents)

Legal: 00272177.doc V. 1

ILLUSTRATION



Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH NORTHWEST YOUTH BASEBALL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A RESTROOM / CONCESSION STAND / STORAGE BUILDING WITHIN A PORTION OF CITY-OWNED NORTHWEST PARK LOCATED AT 5801 – 22ND AVENUE NORTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Northwest Youth Baseball, Inc. ("Licensee") desires to continue to license certain City-owned property, which is classified as Parkland, to operate a restroom/concession stand/storage building located within a portion of Northwest Park; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of \$36.00, to be paid at the commencement of the License; and

WHEREAS, the Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, the City shall provide cleaning services including all consumable materials and maintenance of the restrooms; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises; and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and

WHEREAS, due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, the License is in accordance with the policies established in City Council Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other not-for-profit organizations; and

WHEREAS, under the terms of the License the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (NS-E) Neighborhood Suburban Estate.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a License Agreement with Northwest Youth Baseball, Inc., a Florida not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

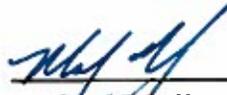
This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)
Legal: 00272177.doc V. 1

APPROVED BY:



Michael J. Jefferis, Director
Parks & Recreation

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 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 Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit “A”, for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate & Property Management Department received a request from Lutheran Services Florida, Inc. (“LSF”) to enter into a new agreement to continue its operations to provide the Head Start/Early Head Start program (“Head Start Program”) to the children and families of St. Petersburg within the Jordan School site, which includes the historic Jordan Elementary School building, parking lot and an area at the rear of the site for the location of one (1) modular structure located at 2390 - 9th Avenue South, St. Petersburg (“Premises”), that LSF has utilized since July 1, 2013.

LSF 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 provided to the prior operators. LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R’Club Childcare, Inc. (“R’Club”), with LSF being the responsible party for compliance with the Agreement. The rental rate is one dollar (\$1.00) per month or thirty-six (\$36.00) for the entire term. LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, LSF will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and has agreed to indemnify and hold harmless the City from and against all claims or demands that may arise or be claimed on account of LSF’s use of the Premises.

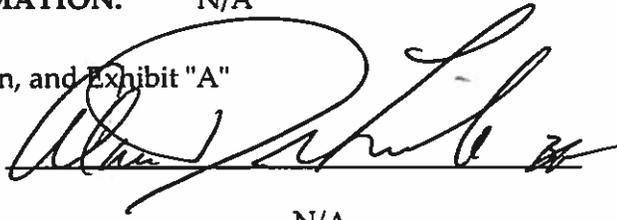
These terms and conditions are consistent with prior licenses with prior operators of the Head Start Program and other non-profit organizations. Under the terms of the Agreement, “the City is under no obligation to locate or provide a replacement Premises under any circumstances...”

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Resolution, and Exhibit "A"

APPROVALS: Administration:



Budget:

N/A

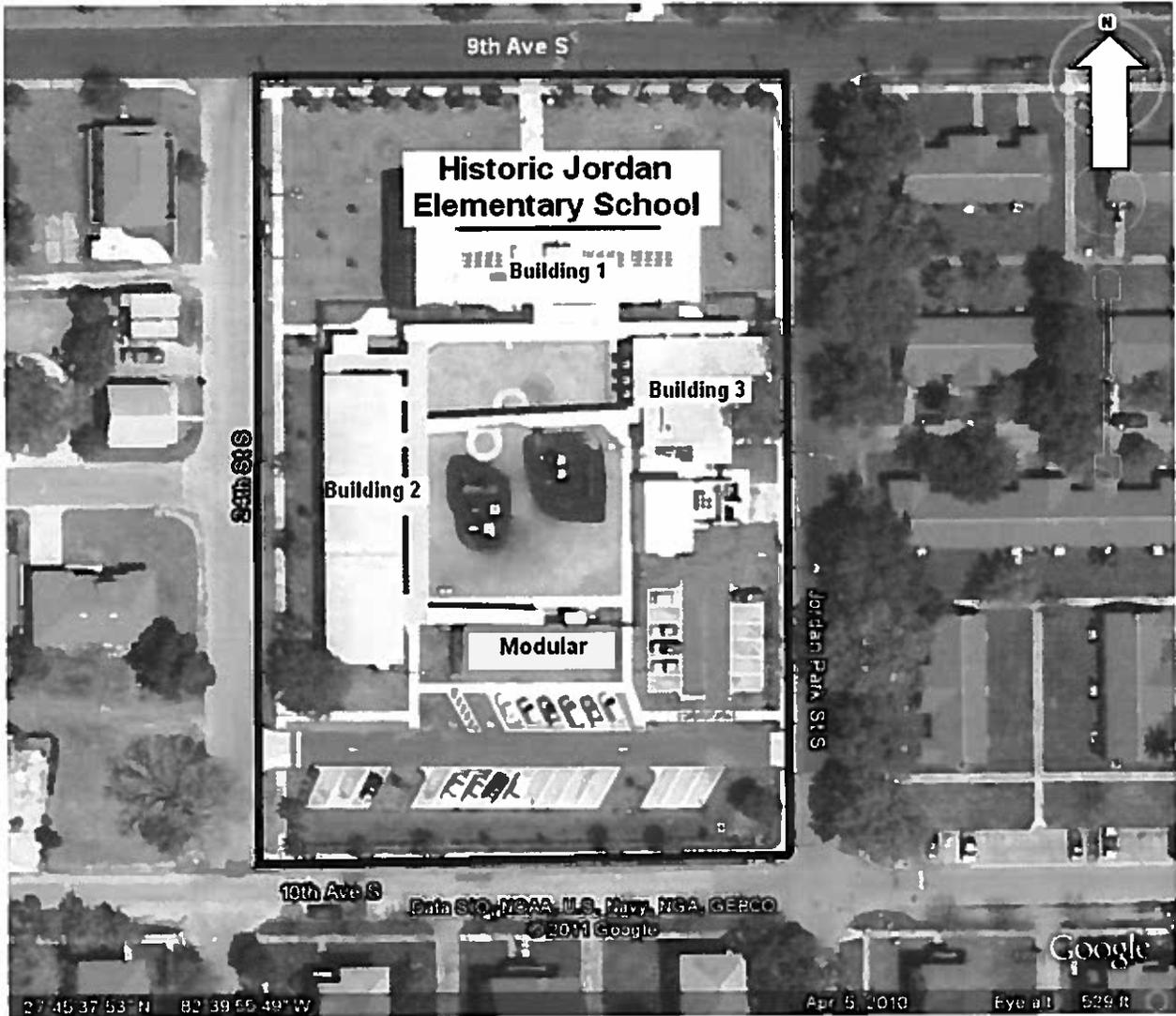
Legal:



(As to consistency w/attached legal documents)

Legal: 00273333.doc V. 1

ILLUSTRATION



Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH LUTHERAN SERVICES FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF THE JORDAN SCHOOL SITE LOCATED AT 2390 – 9TH AVENUE SOUTH, ST. PETERSBURG, AS LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT “A”, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lutheran Services Florida, Inc. ("LSF") desires to utilize the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, that LSF has utilized for the purpose of providing the Head Start/Early Head Start program ("Head Start Program") to children and families within St. Petersburg since July, 2013; and

WHEREAS, the proposed license agreement ("Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing LSF with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R'Club Childcare, Inc. ("R'Club"), with LSF being the responsible party for compliance with the Agreement; and

WHEREAS, the rental rate is one dollar (\$1.00) per month or thirty-six (\$36.00) for the entire term; and

WHEREAS, LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, LSF will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and has agreed to indemnify and hold harmless the City from and against all claims or demands that may arise or be claimed on account of the LSF's use of the Premises; and

WHEREAS, under the terms of the Agreement, "The City is under no obligation to locate or provide a replacement Premises under any circumstances...".

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 Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

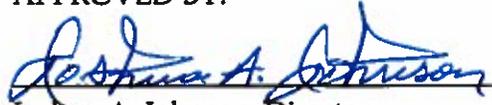
LEGAL:



City Attorney (Designee)

Legal: 00273333.doc V. 1

APPROVED BY:



Joshua A. Johnson, Director
Housing & Community Development

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

EXHIBIT "A"

(Description of Premises Licensed to Lutheran Services Florida, Inc.)

A TRACT OF LAND THAT IS A PORTION OF:

LOTS 1 THROUGH 7, LOTS 22 THROUGH 35, AND LOTS 50 THROUGH 56, PRATHER'S SIXTH ROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

TOGETHER WITH THAT CERTAIN 40-FOOT RIGHT-OF-WAY (13th AVENUE SOUTH PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 22 THROUGH 28 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH;

TOGETHER WITH THAT CERTAIN 10-FOOT RIGHT-OF-WAY (ALLEY PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 50 THROUGH 56 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH.

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RIVET & DISK FOR THE NORTHEAST CORNER OF LOT 1, SAID PRATHER'S SIXTH ROYAL SUBDIVISION; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE POINT OF BEGINNING; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 89°59'26" W, OVER AND ACROSS SAID LOTS 50 THROUGH 56, A DISTANCE OF 258.82 FEET TO THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH FOR THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 00°03'01" E, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 89°59'25" E, OVER AND ACROSS SAID LOTS 22 THROUGH 28, A DISTANCE OF 257.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,546 SQUARE FEET OF LAND (1.275 ACRES), MORE OR LESS.

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a second extension of the Term of the License Agreement for a period of one (1) year at a rental rate of \$300.00 per month; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management Department received a request from Pinellas Studio of Dance, Inc. ("Licensee") to extend the term of the license agreement for another period of one (1) year for the use of the second floor space (consisting of ±6,140 sq. ft.) within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"). Through the adoption of Resolution No. 2014-297, on July 10, 2014 City Council approved a one-year License Agreement ("License"), with extensions for up to two (2) successive one (1) year terms, that provided the Licensee use of the Premises for the primary purpose of providing instruction, classes and an annual special event for advanced dance students. The Licensee extended its use of the Premises for an additional term of one (1) year which was approved by City Council through the adoption of Resolution No. 2015-257 on June 11, 2015. This will be the second (2nd) and final of the allowed extensions following the approval of the License, subject to City Council approval.

The Licensee has executed a Second Amendment to the License for a term of one (1) year, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The Licensee will provide instruction, classes and an annual special event for advanced dance students. The rental fee will be three hundred dollars (\$300.00) per month, plus applicable taxes during the term, due to the fact that the Premises is not a heated/air conditioned space. The Licensee is responsible for daily cleaning and removal of all trash and debris, in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination.

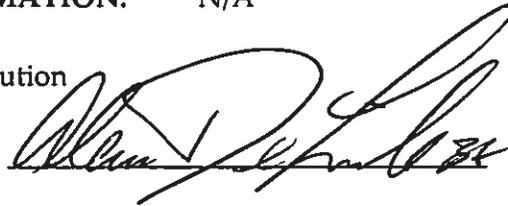
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-2) Downtown Center-2.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a First Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a second extension of the Term of the License Agreement for a period of one (1) year at a rental rate of \$300.00 per month; 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:

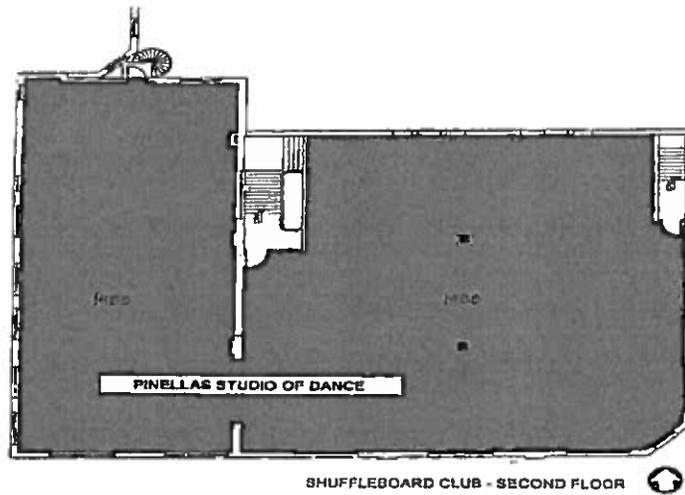
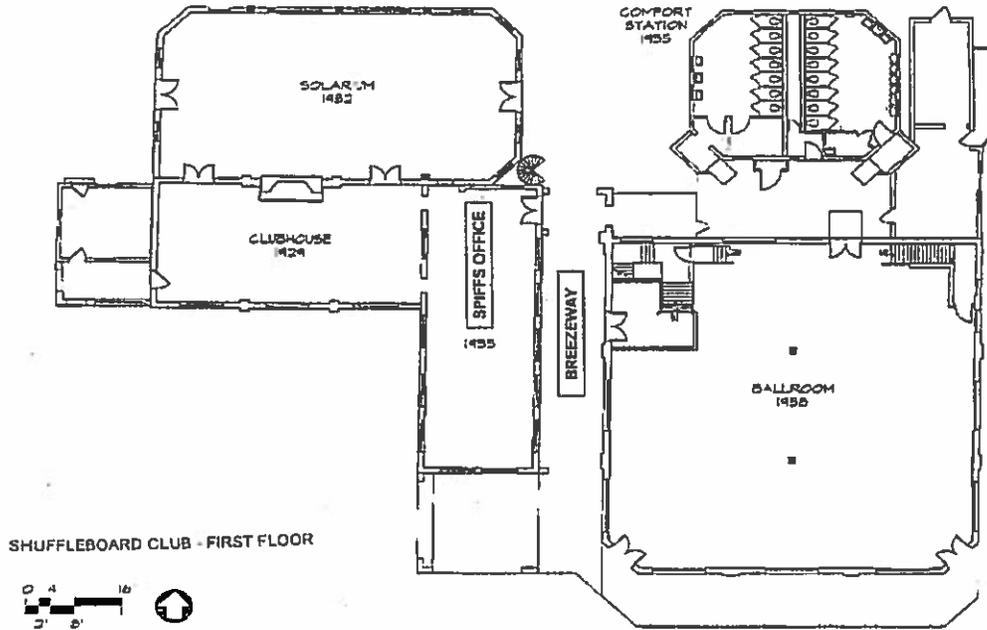
N/A

Legal:



(As to consistency w/attached legal documents)
Legal: 00273384.doc V. 1

ILLUSTRATION
(Pinellas Studio of Dance, Leasehold)



Resolution No. 2016 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO LICENSE AGREEMENT WITH PINELLAS STUDIO OF DANCE, INC., A FLORIDA CORPORATION, FOR USE OF ±6,140 SQ. FT. WITHIN THE ST. PETERSBURG SHUFFLEBOARD CLUB BUILDING LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG, FOR A SECOND EXTENSION OF THE TERM OF THE LICENSE AGREEMENT FOR A PERIOD OF ONE (1) YEAR AT A RENTAL RATE OF \$300.00 PER MONTH; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas Studio of Dance, Inc. ("Licensee") desires to continue use of the second floor space (consisting of ±6,140 sq. ft.) of the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"), which is classified as Parkland, for the primary purpose of providing instruction, classes and an annual special event for advanced dance students; and

WHEREAS, the proposed Second Amendment to the License Agreement will be for a term of one (1) year, subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the rental fee will be three hundred dollars (\$300.00) per month, plus applicable taxes during the term; and

WHEREAS, the Licensee is responsible for daily cleaning and removal of all trash and debris, in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises; and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than sixty (60) days prior to the scheduled date of termination; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (DC-2) Downtown Center-2.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a Second Amendment to the License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a second extension of the Term of the License Agreement for a period of one (1) year at a rental rate of \$300.00 per month; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:



City Attorney (Designee)
Legal: 00273384.doc V. 1



Michael J. Jefferis, Director
Parks and Recreation

APPROVED BY:



Bruce E. Grimes, Director
Real Estate and Property Management

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg, for a period of three (3) years for a fee of \$36.00; and to execute all documents necessary to effectuate same; approving a supplemental appropriation of \$97,000 from the unappropriated balance of the Weeki Wachee Capital Improvement Fund (3041) to the Tennis Center Court Addition Project (TBD); and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate & Property Management received a request from the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation ("Tennis Foundation"), to extend the premises of the St. Petersburg Tennis Center in Bartlett Park ("Tennis Center") in order to accommodate the construction of four (4) new Har-Tru tennis courts. This opportunity is the result of the Vinoy Hotel ("Vinoy") plans to remove and replace a portion of the Vinoy tennis facilities in conjunction with its new parking garage construction and the Vinoy has agreed to pay for the creation of three (3) of the new Har-Tru tennis courts at the Tennis Center in order to provide Vinoy guests access to a tennis facility during the Vinoy construction project. Currently, the existing courts at the Tennis Center are fully-utilized and would not be able to accommodate additional tennis players from the Vinoy. The new Har-Tru tennis courts at the Tennis Center will need to be constructed and placed into use prior to the tennis courts at the Vinoy being demolished.

The existing lease with the Tennis Foundation resulted from Ordinance 618-G which was passed by City Council on September 18, 2003 providing for a referendum question as part of the City general election held on November 4, 2003 for authorization to approve an assignable lease of the Tennis Center to the Tennis Foundation for a period of up to twenty (20) years ("Referendum Question No. 1"). On November 6, 2003, through the adoption of Resolution No. 2003-677, the City Council declared Referendum Question No. 1 approved by the voters. Subsequently, on December 16, 2004, City Council adopted Resolution No. 2004-757 authorizing the execution of a lease agreement with the Tennis Foundation for its use of the Tennis Center for a term of twenty (20) years ("2004 Lease") to provide tennis instruction and other activities.

The additional area, needed by the Tennis Foundation to accommodate the addition and construction of four (4) new Har-Tru tennis courts, is outside of the area approved by Referendum Question No. 1, which is the subject premises of the 2004 Lease. Accordingly, a separate, new short-term lease is required to allow the Tennis Foundation to make improvements to and utilize the area outside the referendum approved 2004 Lease premises.

The Tennis Foundation has executed the new lease for an additional area to extend the Premises for a term of three (3) years ("Short-Term Lease") to commence on July 1, 2016 for a fee of \$36.00, that will provide the Tennis Foundation the opportunity to develop, construct and maintain, four (4) additional Har-Tru tennis courts at the Tennis Foundation's sole cost and expense, subject to City Council approval. The Tennis Foundation is required to comply with all requirements of the 2004 Lease which are incorporated into the Short-Term Lease. The City has agreed to pay the incremental cost for the construction of the fourth (4th) Har-Tru tennis court in the form of a reimbursement to the Tennis Foundation of its incremental costs incurred not to exceed Ninety-seven Thousand dollars (\$97,000). Additionally, the Tennis Foundation shall comply with all requirements of the 2004 Lease and amendments thereto.

On May 25, 2016, City Council, sitting as the Committee of the Whole, discussed approving funding not to exceed \$97,000 for the incremental cost to construct the fourth (4th) tennis court from Weeki Wachee Funds. On June 2, 2016, City Council approved an allocation of \$97,000 from the Weeki Wachee Trust Fund for the Tennis Center Court Addition Project.

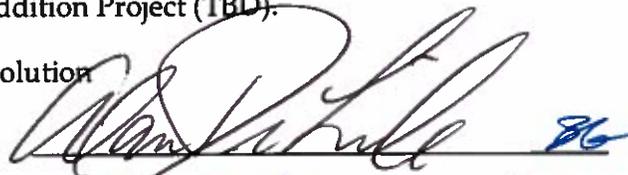
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg, for a period of three (3) years for a fee of \$36.00; and to execute all documents necessary to effectuate same; approving a supplemental appropriation of \$97,000 from the unappropriated balance of the Weeki Wachee Capital Improvement Fund (3041) to the Tennis Center Court Addition Project (TBD); and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

COST/FUNDING/ASSESSMENT INFORMATION: A supplemental appropriation not to exceed \$97,000 from the unappropriated fund balance of the Weeki Wachee Capital Improvement Fund (3041) to the Tennis Center Court Addition Project (TBD).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:



Budget:

DAVIS C. FELLER 6-6-16

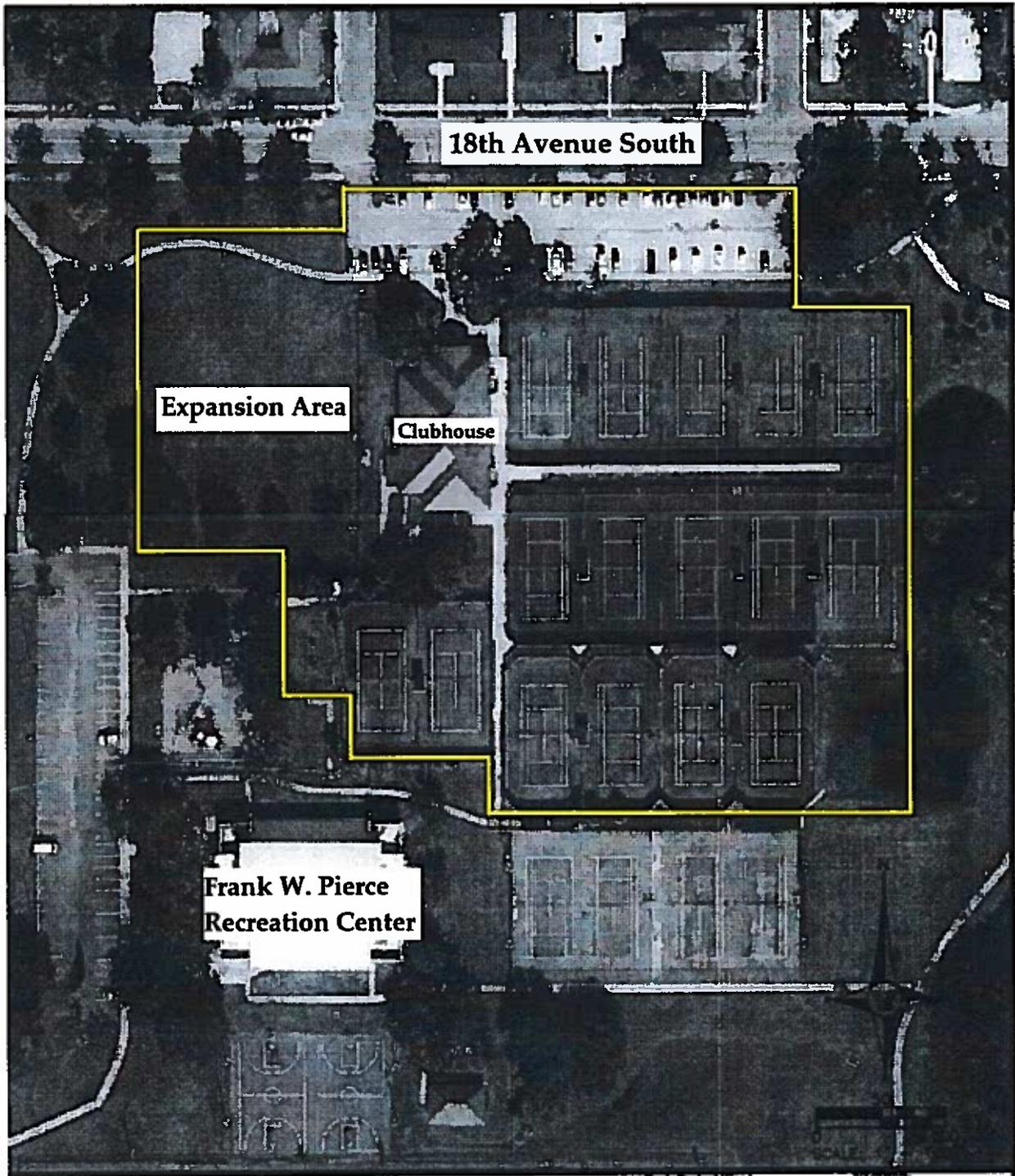
Legal:



(As to consistency w/attached legal documents)

Legal: 00273525.doc V. 5

ILLUSTRATION



A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SHORT-TERM LEASE AGREEMENT WITH THE TENNIS FOUNDATION OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR ADDITIONAL PREMISES TO ACCOMMODATE THE ADDITION AND CONSTRUCTION OF FOUR (4) NEW HAR-TRU TENNIS COURTS WITHIN CITY-OWNED BARTLETT PARK LOCATED AT 650 - 18TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS FOR A FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; APPROVING A SUPPLEMENTAL APPROPRIATION OF \$97,000 FROM THE UNAPPROPRIATED BALANCE OF THE WEEKI WACHEE CAPITAL IMPROVEMENT FUND (3041) TO THE TENNIS CENTER COURT ADDITION PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation ("Tennis Foundation"), to extend the premises of the St. Petersburg Tennis Center in Bartlett Park ("Tennis Center") in order to accommodate the construction of four (4) new Har-Tru tennis courts; and

WHEREAS, this opportunity is the result of the Vinoy Hotel ("Vinoy") plans to remove and replace a portion of the Vinoy tennis facilities in conjunction with its new parking garage construction and the Vinoy has agreed to pay for the creation of three (3) of the new Har-Tru tennis courts at the Tennis Center in order to provide Vinoy guests access to a tennis facility during the Vinoy construction project; and

WHEREAS, currently, the existing tennis courts at the Tennis Center are fully-utilized and would not be able to accommodate additional tennis players from the Vinoy; and

WHEREAS, the new Har-Tru tennis courts at the Tennis Center will need to be constructed and placed into use prior to the tennis courts at the Vinoy being demolished; and

WHEREAS, the existing lease with the Tennis Foundation resulted from Ordinance 618-G which was passed by City Council on September 18, 2003 providing for a referendum question as part of the City general election held on November 4, 2003 for authorization to approve an assignable lease of the Tennis Center to the Tennis Foundation for a period of up to twenty (20) years ("Referendum Question No. 1"); and

WHEREAS, on November 6, 2003, through the adoption of Resolution No. 2003-677, City Council declared Referendum Question No. 1 approved by the voters; and

WHEREAS, on December 16, 2004, City Council adopted Resolution No. 2004-757 authorizing the execution of a lease agreement with the Tennis Foundation for its use of the Tennis Center for a term of twenty (20) years ("2004 Lease") to provide tennis instruction and other activities; and

WHEREAS, the additional area, needed by the Tennis Foundation to accommodate the addition and construction of four (4) new Har-Tru tennis courts, is outside of the area approved by Referendum Question No. 1, which is the subject premises of the 2004 Lease; and

WHEREAS, a separate, new short-term lease is required to allow the Tennis Foundation to make improvements to and utilize the area outside the referendum approved 2004 Lease premises; and

WHEREAS, the Tennis Foundation has executed the new lease for an additional area to extend the Premises for a term of three (3) years ("Short-Term Lease") to commence on July 1, 2016 for a fee of \$36.00 that will provide the Tennis Foundation the opportunity to develop, construct and maintain four (4) additional Har-Tru tennis courts at the Tennis Foundation's sole cost and expense, subject to City Council approval; and

WHEREAS, the Tennis Foundation is required to comply with all requirements of the 2004 Lease which are incorporated into the Short-Term Lease; and

WHEREAS, the City has agreed to pay the incremental cost for the construction of the fourth (4th) Har-Tru tennis court in the form of a reimbursement to the Tennis Foundation of its incremental costs incurred not to exceed Ninety-seven Thousand dollars (\$97,000); and

WHEREAS, the Licensee shall comply with all requirements of the 2004 Lease and amendments thereto; and

WHEREAS, on May 25, 2016, City Council, sitting as the Committee of the Whole, discussed approving funding, not to exceed \$97,000, for the incremental cost to construct the fourth (4th) tennis court from Weeki Wachee Funds; and

WHEREAS, on June 2, 2016, City Council approved an allocation of \$97,000 from the Weeki Wachee Trust Fund for the Tennis Center Court Addition Project; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (NS-E) Neighborhood Suburban Estate.

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg, for a period of three (3) years for a fee of \$36.00; and to execute all documents necessary to effectuate same;

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Weeki Wachee Capital Improvement Fund for fiscal year 2016:

Weeki Wachee Capital Improvement Fund (3041)
Tennis Center Court Addition Project (TBD) \$ 97,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:



City Attorney (Designee)
Legal: 00273525.doc V. 5



Bruce E. Grimes, Director
Real Estate and Property Management

APPROVED BY:

APPROVED BY:



Tom Greene, Director
Budget & Management



Michael J. Jefferis, Director
Parks and Recreation

Resolution No. ___

A RESOLUTION WAIVING ST. PETERSBURG CITY CODE SECTION 2-248, ALLOWING THE UTILIZATION OF THE TENNIS FOUNDATION OF ST. PETERSBURG INC.'S COMPETITELY BID CONTRACT TO CONSTRUCT AN ADDITIONAL TENNIS COURT AT BARTLETT PARK INSTEAD OF THE CITY'S SMALL PURCHASE PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation ("Tennis Foundation"), to extend the premises of the St. Petersburg Tennis Center in Bartlett Park ("Tennis Center") in order to accommodate the construction of four (4) new Har-Tru tennis courts; and

WHEREAS, this opportunity is the result of the Vinoy Hotel ("Vinoy") plans to remove and replace a portion of the Vinoy tennis facilities in conjunction with its new parking garage construction and the Vinoy has agreed to pay for the creation of three (3) of the new Har-Tru tennis courts at the Tennis Center in order to provide Vinoy guests access to a tennis facility during the Vinoy construction project; and

WHEREAS, the City has agreed to pay the incremental cost for the construction of the fourth (4th) Har-Tru tennis court in the form of a reimbursement to the Tennis Foundation of its incremental costs incurred not to exceed Ninety-seven Thousand dollars (\$97,000); and

WHEREAS, the Tennis Foundation has executed the new lease for an additional area to extend the Premises for a term of three (3) years ("Short-Term Lease") to commence on July 1, 2016 for a fee of \$36.00 that will provide the Tennis Foundation the opportunity to develop, construct and maintain four (4) additional Har-Tru tennis courts at the Tennis Foundation's cost and expense, subject to City Council approval; and

WHEREAS, the new Har-Tru tennis courts at the Tennis Center will need to be constructed and placed into use prior to the tennis courts at the Vinoy being demolished; and

WHEREAS, due to the constricted time frame for the construction of the new tennis courts, there is insufficient time to bid the project through the City's standard procurement procedures; and

WHEREAS, the Tennis Foundation, in conjunction with its transaction with the Vinoy, has solicited three (3) bids for the construction of the additional tennis courts and selected its contractor based upon the qualified bids received; and

WHEREAS, the Tennis Foundation requests that the City allow the construction of the additional tennis courts to move forward in a timely manner with its selected contractor; and

WHEREAS, the proposed contractor was involved in the construction of the existing tennis courts at the Tennis Center; and

WHEREAS, the City will own the four tennis courts upon the completion of construction; and

WHEREAS, City Code Section 2-248 provides that any procurement for \$100,000.00 or less may be made in accordance with the small purchase procedures authorized in the City Code; and

WHEREAS, City Code Section 2-259 provides that City Council may waive any provision of the procurement code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, the Administration recommends that City Council waive St. Petersburg City Code Section 2-248 and allow the utilization of the Tennis Foundation's competitively bid contract to construct an additional tennis court at Bartlett Park instead of the City's small purchase procedures.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that St. Petersburg City Code Section 2-248 is hereby waived to allow the utilization of the Tennis Foundation's competitively bid contract to construct an additional tennis court at Bartlett Park instead of the City's small purchase procedures.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

RECEIVED
JUN 03 2016
By MO

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 9, 2016

TO: City Council Chair & Members of City Council

SUBJECT:

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

EXPLANATION:

The National Recreation & Park Association (NRPA) invited the City of St. Petersburg Parks & Recreation Department to continue its participation in a program to support the City's Out-of-School Time healthy food access and nutritional literacy programs. NRPA will award the City of St. Petersburg funding to provide support through marketing, advertising, nutritional education, physical education and family events.

RECOMMENDATION:

The Administration recommends that the City Council adopt the attached resolution accepting a grant from the National Recreation & Park Association (NRPA) in the amount of \$15,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA; approving a supplemental appropriation in the amount of \$15,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department; and providing an effective date

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of \$15,000 will be received from the National Recreation & Park Association. A supplemental appropriation in the amount of \$15,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Parks & Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution

APPROVALS:

Administration:

Shy K McBer Budget: [Signature]

CB-12

RESOLUTION NO. 2016-_____

A RESOLUTION ACCEPTING A GRANT FROM THE NATIONAL RECREATION & PARK ASSOCIATION (NRPA) IN THE AMOUNT OF \$15,000 TO SUPPORT THE CITY'S OUT-OF-SCHOOL TIME HEALTHY FOOD ACCESS AND NUTRITIONAL LITERACY PROGRAMS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH NRPA; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$15,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg's youth are an important and valuable resource; and

WHEREAS, this year, the City of St. Petersburg Parks & Recreation Department applied for and was awarded a grant from the National Recreation & Park Association in the amount of \$15,000 to provide funding to support the City's Out-of-School Time healthy food access and nutritional literacy programs.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the National Recreation & Park Association (NRPA) in the amount of \$15,000 to support the City's Out-of-School Time healthy food access and nutritional literacy programs and to execute a grant agreement and all other documents necessary to effectuate this transaction with NRPA.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for fiscal year 2016:

<u>General Fund (0001)</u>	
Parks & Recreation Department, Parks & Recreation Administration (190-1573)	\$15,000

This resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL: Sharon Martinez ADMINISTRATION: Shirley K. McBea

BUDGET: [Signature]
00273350

CB-12

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-02-ARC to the architect/engineering agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. dated December 23, 2015 in an amount (as amended) not to exceed \$184,850 for architectural and engineering design and construction phase services related to the Mahaffey Theater Orchestra Shell Acoustic Upgrades Project. (Engineering Project No. 15218-019; Oracle No. 14661); and providing an effective date.

EXPLANATION: On December 23, 2015 City Council approved an Architect/Engineering Agreement with the professional consulting firm of ARC3 Architecture, Inc. to perform architectural services related to Miscellaneous City Facility Improvement Projects.

Task Order No. CID-15-02-ARC in the amount of \$62,500 was issued on January 26, 2016 to provide Schematic Design services for the orchestra shell and forestage canopy for the Mahaffey Theater. The services also included the conceptual design and report for potential audience chamber upgrades. Sub-consultants for these services included Talaske Sound Thinking (Acoustical Consultants), Fischer Dachs Associates (Theater Design Consultants) and Venue (Cost Estimators). The work consisted of the necessary stage and backstage space planning, theatrical technical design, concept lighting and acoustical design to finalize the concept for the new orchestra shell and an acoustical canopy extension in the forestage area of the theater. This work has provided the necessary specifications to procure the services of an acoustical shell fabricator through a separate RFP.

Amendment No. 1 to Task Order No. CID-15-02-ARC provides for the development of detailed construction documents, permitting and bid phase services and construction administration services for both the orchestra shall and the forestage canopy. This includes the necessary structural, electrical, mechanical and fire protection services in addition to the acoustical, theater specialty design and cost estimation services. The remaining design work shall be completed this summer and fall in collaboration with the selected acoustical shell fabricator. The work will be scheduled to take place during the summer of 2017. These services will be reimbursed through a State of Florida Cultural Facilities grant approved by City Council on January 21, 2016. The amount of the grant is \$1,000,000 and will cover the cost of the complete design and a significant portion of the orchestra shell. The balance of the cost of the shell and forestage canopy will be paid for from the \$800,000 in the Mahaffey Theater Orchestra Shell Replacement FY17 project.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-02-ARC to the architect/engineering agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. in an amount (as amended) not to exceed \$184,850 for architectural and engineering design and construction phase services

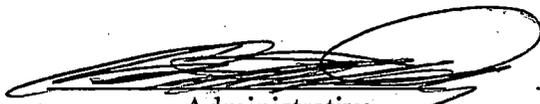
related to the Mahaffey Theater Orchestra Shell Acoustic Upgrades Project. (Engineering Project No. 15218-019; Oracle No. 14661).

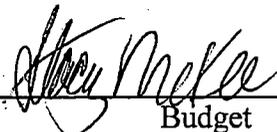
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029) and General Capital Improvements Fund (3001), via a State Cultural Facilities Grant to the Mahaffey Theater Orchestra Shell Replacement Project (Engineering/CID Project No. 15218-019; Oracle No. 14661).

ATTACHMENTS: Resolution

APPROVALS:

rq


TBC Administrative


Budget

RESOLUTION 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. CID-15-02-ARC TO THE ARCHITECT/ ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ARC3 ARCHITECTURE, INC. DATED DECEMBER 23, 2015, IN AN AMOUNT NOT TO EXCEED \$184,850 FOR DETAILED DESIGN AND CONSTRUCTION PHASE SERVICES RELATED TO THE MAHAFFEY THEATER ORCHESTRA SHELL ACOUSTIC UPGRADES PROJECT FOR A TOTAL TASK ORDER AMOUNT (AS AMENDED) NOT TO EXCEED \$247,000 (ENGINEERING PROJECT NO. 15218-019; ORACLE NO. 14661); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and ARC3 Architecture, Inc. ("ARC3") entered into an Architect/Engineering Agreement on December 23, 2015, for ARC3 to provide Miscellaneous Professional Services related to City Facility Improvement Projects; and

WHEREAS, on January 26, 2016, Administration issued Task Order No. CID-15-02-ARC ("Task Order") in the amount of \$62,500 to ARC3 for schematic design and conceptual design services for the Mahaffey Theater Orchestra Shell Acoustic Upgrades Project ("Project"); and

WHEREAS, Administration desires to execute Amendment No. 1 to Task Order in the amount of \$184,500 for ARC3 to provide detailed design and construction phase services for such Project; and

WHEREAS, the total amount of Task Order (as amended) shall not exceed \$247,000.

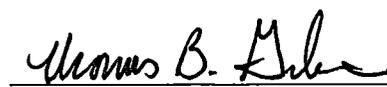
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. CID-15-02-ARC to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. dated December 23, 2015, in an amount not to exceed \$184,850 for detailed design and construction phase services related to the Mahaffey Theater Orchestra Shell Acoustic Upgrades Project for a total task order amount (as amended) not to exceed \$247,000.

This resolution shall become effective immediately upon its adoption.

APPROVALS:



City Attorney (designee)



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

ST.PETERSBURG CITY COUNCIL

Council Agenda

Meeting of June 16, 2016

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

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07-GFY/W (AS REVISED) to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc., dated July 9, 2014, in an amount not to exceed \$50,382 for construction phase services related to the Tierra Verde Bridge Utilities Replacement Project for a total Task Order amount (as revised and amended) not to exceed \$116,835 (Engineering Project No. 14048-111; Oracle Project No. 14251); and providing an effective date.

EXPLANATION: On November 20, 2012, City Council approved a Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects.

On July 17, 2014, City Council approved a Modified Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects. The term of the agreement is in accordance with Section 2.0 – Term of Agreement.

On January 16, 2014, the City authorized George F. Young to proceed with Task Order No. 12-07-GFY/W as part of the November 20, 2012 A/E Agreement "Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects." The Task Order was approved for a lump sum amount of \$56,453, for base data collection, design plans, permitting, bid services and sub-consultant services. Bright House and Verizon also retained the services of George F. Young, Inc. to prepare bidding documents for their utility relocations.

On December 9, 2014, the City authorized George F. Young to proceed with Revision No. 1 to Task Order No. 12-02-AEC/W, for the amount of \$7,600 for additional services which included maintenance of traffic design, peer review meetings, and incorporation of environmental contamination provisions. The authorized aggregate amount of the Task Order was \$64,053.

Amendment No. 1 to Task Order No. 12-07-GFY/W, in the amount of \$50,382, pertains to construction phase services, to include but not limited to, pre-construction services, shop drawings, site visits, RFI's, close-out services, and record drawings for the Tierra Verde Bridge Utility Replacement Project. The recommended authorized aggregate amount of the Task Order is \$116,835.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-07-GFY/W (as amended) to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc., dated July 9, 2014, in an amount not to exceed \$50,382 for construction phase services related to the Tierra Verde Bridge Utilities Replacement Project for a total Task Order amount (as revised and amended) not to exceed \$116,835 (Engineering Project No. 14048-111; Oracle Project No. 14251); and providing an effective date.

CB-154

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), Sanitary Sewer Collection System Tierra Verde Force Main Replacement FY14 Project (Oracle Project No. 14251).

ATTACHMENTS: Resolution

REAPPROVALS:

da

~~Administrative~~

Budget



RESOLUTION 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-07-GFY/W (AS REVISED) TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GEORGE F. YOUNG, INC., DATED JULY 9, 2014, IN AN AMOUNT NOT TO EXCEED \$50,382 FOR CONSTRUCTION PHASE SERVICES RELATED TO THE TIERRA VERDE BRIDGE UTILITIES REPLACEMENT PROJECT FOR A TOTAL TASK ORDER AMOUNT (AS REVISED AND AMENDED) NOT TO EXCEED \$116,835 (ENGINEERING PROJECT NO. 14048-111; ORACLE PROJECT NO. 14251); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and George F. Young, Inc. ("GFY") entered into an Architect/Engineering Agreement on July 9, 2014, for GFY to provide Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration issued Task Order No. 12-07-GFY/W ("Task Order") in the amount of \$56,453 to GFY for base data collection, design plans, permitting, bid services and sub-consultant services for the Tierra Verde Bridge Utilities Replacement Project ("Project"); and

WHEREAS, on December 9, 2014, Revision No. 1 to the Task Order was issued to GFY in the amount of \$7,600 for additional services which included maintenance of traffic design, peer review meetings, and incorporation of environmental contamination provisions for the Project; and

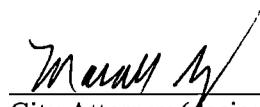
WHEREAS, Administration desires to execute Amendment No. 1 to Task Order (as revised), in the amount of \$50,382 for GFY to provide construction phase services for such Project; and

WHEREAS, the total amount of Task Order (as revised and amended) shall not exceed \$116,835.

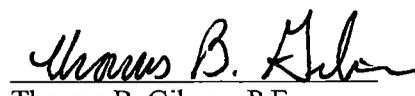
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. 12-07-GFY/W (as revised) to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and George F. Young, Inc., dated July 9, 2014 in an amount not to exceed \$50,382 for construction phase services related to the Tierra Verde Bridge Utilities Replacement Project for a total task order amount (as revised and amended) not to exceed \$116,835.

This resolution shall become effective immediately upon its adoption.

APPROVALS:



City Attorney (designee)



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

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute the First Amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and the City for Tinney Creek at 94th Avenue North, Storm Drainage Improvements (N533) Project, ("Agreement") (Engineering Project No. 14018-110, Oracle No. 14118) that reduces the requirements for the 20-year reporting period contained in the Agreement; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: On December 19, 2013, a Cooperative Funding Agreement ("Agreement") was approved by City Council between the Board of the Southwest Florida Water Management District and the City to share equal funding in the amount of up to \$679,000 each toward the implementation of stormwater drainage improvements on Tinney Creek at 94th Avenue North.

The construction began on March 2, 2015 and was completed on December 16, 2015. The total consultant services cost was \$10,691.38. The total construction cost was \$891,234.28. Fifty (50%) percent of these combined costs is being reimbursed to the City by SWFWMD.

The Agreement provides for mandatory operation and maintenance reports to be provided every two (2) years for a period of twenty (20) years describing the operation and maintenance activities that took place during the reporting period and certifying that the Measurable Benefits set forth in the Project Plan have been maintained. SWFWMD has proposed an amendment to the Agreement ("First Amendment") that would require that the two (2) year operation and maintenance reports will be required only as requested by SWFWMD.

RECOMMENDATION: Administration recommends City Council adopt the attached resolution authorizing the Mayor or his designee to execute the First Amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and the City for Tinney Creek at 94th Avenue North, Storm Drainage Improvements (N533) Project, ("Agreement") (Engineering Project No. 14018-110, Oracle No. 14118) that reduces the requirements for the 20-year reporting period contained in the Agreement; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

1
CB-15

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013) and the Neighborhood and Citywide Infrastructure Fund (3027) 94th A/N at Tinney Creek Project (Oracle No. 14118).

ATTACHMENTS: Map and Resolution

APPROVALS:


Administration

TB6


Budget

Legal: 00272676.doc V. 2

Resolution No. 2016- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE COOPERATIVE FUNDING AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY FOR TINNEY CREEK AT 94TH AVENUE NORTH, STORM DRAINAGE IMPROVEMENTS (N533) PROJECT, ("AGREEMENT") (ENGINEERING PROJECT NO. 14018-110, ORACLE NO. 14118) THAT REDUCES THE REQUIREMENTS FOR THE 20-YEAR REPORTING PERIOD CONTAINED IN THE AGREEMENT; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 19, 2013, a Cooperative Funding Agreement ("Agreement") was approved by City Council between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City to share equal funding in the amount of up to \$679,000 each toward the implementation of stormwater drainage improvements on Tinney Creek at 94th Avenue North; and

WHEREAS, the construction began on March 2, 2015 and was completed on December 16, 2015; and

WHEREAS, the Agreement provides for mandatory operation and maintenance reports to be provided by the City every two (2) years for a period of twenty (20) years describing the operation and maintenance activities that took place during the reporting period and certifying that the Measurable Benefits set forth in the Project Plan have been maintained; and

WHEREAS, SWFWMD has proposed an amendment to the Agreement ("First Amendment") that would require that the two (2) year operation and maintenance reports will be required only as requested by SWFWMD; and

WHEREAS, the Administration recommends City Council approve execution of the First Amendment.

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 the First Amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and the City for Tinney Creek at 94th Avenue North, Storm Drainage Improvements (N533) Project, ("Agreement") (Engineering Project No. 14018-

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute the First Amendment to Agreement Between the Southwest Florida Water Management District ("SWFWMD") and City of St. Petersburg for Snell Isle Boulevard N.E., Rafael Boulevard and Vicinity Drainage Improvements (N579) Project ("Agreement") (Engineering Project No. 13009-110, Oracle No. 13729), extending the construction completion date, extending the Agreement expiration date; modifying the project schedule and updating contract operation and maintenance language applicable to SWFWMD's cooperatively funded projects; and changing the requirements related to the City's Operation and Maintenance Report; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this Resolution; and providing an effective date.

EXPLANATION: On December 19, 2013, a Cooperative Funding Agreement ("Agreement") was approved by City Council between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City to share equal funding in the amount of \$1,650,000 each toward the implementation of stormwater drainage improvements on Rafael Boulevard N.E. between Snell Isle Boulevard and Brightwaters Boulevard ("Project").

The Agreement contains operation and maintenance language for cooperatively funded projects, which include mandatory operation and maintenance reports to be provided by the City every two (2) years for a period of twenty (20) years describing the operation and maintenance activities that took place during the reporting period and certifying that the Measurable Benefits set forth in the Project Plan have been maintained. SWFWMD has proposed to modify and reduce the reporting requirements.

The Agreement construction completion date was March 31, 2016 and is proposed to be revised to the updated construction completion date of October 31, 2016. The revised date is due to additional design and construction time required for outfall channel improvements and utility relocations to accommodate the new drainage piping, which was not originally anticipated.

SWFWMD has proposed an amendment to the Agreement ("First Amendment") that would:

1. extend the completion of construction of the Project from March 31, 2016 to October 31, 2016;
2. extend the expiration date of the Agreement from July 23, 2016 to December 31, 2016;
3. update contract operation and maintenance language applicable to the

- SWFWMD's cooperatively funded projects; and
4. provide that the two (2) year operation and maintenance reports will be required only as requested by SWFWMD.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the First Amendment to Agreement Between the Southwest Florida Water Management District ("SWFWMD") and City of St. Petersburg for Snell Isle Boulevard N.E., Rafael Boulevard and Vicinity Drainage Improvements (N579) Project ("Agreement") (Engineering Project No. 13009-110, Oracle No. 13729), extending the construction completion date, extending the Agreement expiration date; modifying the project schedule and updating contract operation and maintenance language applicable to SWFWMD's cooperatively funded projects; and changing the requirements related to the City's Operation and Maintenance Report; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this Resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013) and the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027), Snell Isle Boulevard and Rafael Project (13729).

Attachment: Resolution

Approvals:

Administration: _____

Budget: _____

Legal: 00273303.doc V.3

106
00273376 V.4

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("SWFWMD") AND CITY OF ST. PETERSBURG FOR SNELL ISLE BOULEVARD N.E., RAFAEL BOULEVARD AND VICINITY DRAINAGE IMPROVEMENTS (N579) PROJECT ("AGREEMENT") (ENGINEERING PROJECT NO. 13009-110, ORACLE NO. 13729), EXTENDING THE CONSTRUCTION COMPLETION DATE, EXTENDING THE AGREEMENT EXPIRATION DATE; MODIFYING THE PROJECT SCHEDULE AND UPDATING CONTRACT OPERATION AND MAINTENANCE LANGUAGE APPLICABLE TO SWFWMD'S COOPERATIVELY FUNDED PROJECTS; AND CHANGING THE REQUIREMENTS RELATED TO THE CITY'S OPERATION AND MAINTENANCE REPORT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about October 1, 2013, the Southwest Florida Water Management District ("SWFWMD") and the City of St. Petersburg ("City") entered into an agreement for implementation of best management practices for the Rafael Boulevard and adjacent streets between Snell Isle Boulevard and Bandera Way which contributes to Tampa Bay, in the Snell Isle Watershed improvement area ("Agreement"); and

WHEREAS, the Agreement was executed on or about October 1, 2013 with a construction completion date of March 31, 2016 and an Agreement expiration date of July 23, 2016; and

WHEREAS, additional time is required to complete the Project; and

WHEREAS, the Agreement provides operation and maintenance language for cooperatively funded projects, which inter alia include mandatory operation and maintenance reports to be provided by the City every two (2) years for a period of twenty (20) years describing the operation and maintenance activities that took place during the reporting period and certifying that the Measurable Benefits set forth in the Project Plan have been maintained; and

WHEREAS, SWFWMD has proposed an amendment to the Agreement ("First Amendment") that would

1. extend the completion of construction of the Project from March 31, 2016

- to October 31, 2016;
2. extend the expiration date of the Agreement from July 23, 2016 to December 31, 2016;
 3. update contract operation and maintenance language applicable to the SWFWMD's cooperatively funded projects; and
 4. provide that the two (2) year operation and maintenance reports will be required only as requested by SWFWMD; ;and

WHEREAS, the Administration recommends City Council approve execution of the First Amendment.

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 the First Amendment to Agreement Between the Southwest Florida Water Management District ("SWFWMD") and City of St. Petersburg for Snell Isle Boulevard N.E., Rafael Boulevard and Vicinity Drainage Improvements (N579) Project ("Agreement") (Engineering Project No. 13009-110, Oracle No. 13729), extending the construction completion date, extending the Agreement expiration date; modifying the project schedule and updating contract operation and maintenance language applicable to SWFWMD's cooperatively funded projects; and changing the requirements related to the City's Operation and Maintenance Report; and authorizing the Mayor or his designee to execute all other documents necessary to effectuate this Resolution

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____

TBB
[Signature]

Administration: _____

[Signature]

Legal: 00273112.doc V. 4



MEMORANDUM

Council Meeting of June 16, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Appointment of Gordon G. Oldham, IV as an alternate member to the Nuisance Abatement Board to serve an unexpired two-year term ending November 30, 2016.

I respectfully request that Council confirm the appointment of Gordon G. Oldham, IV as an alternate member to the Nuisance Abatement Board to serve an unexpired two-year term ending November 30, 2016.

A copy of Mr. Oldham's resume has been provided to the Council office for your information.

RK/cs

Attachment

cc: A. Luce, Assistant Police Legal Advisor
E. Ledbetter, Nuisance Abatement Coordinator

A RESOLUTION CONFIRMING THE
APPOINTMENT OF AN ALTERNATE MEMBER
TO THE NUISANCE ABATEMENT BOARD;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Gordon G. Oldham, IV as an alternate member to the Nuisance Abatement Board to serve an unexpired two-year term ending November 30, 2016.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)

Gordon G. Oldham, IV

6332 Tanglewood Dr. NE g.oldhamiv@gmail.com
St. Petersburg, FL 33702 (727) 482 6902

Education

Stetson University College of Law

- Juris Doctorate
- Graduation: December 2011

University of Central Florida – College of Business Administration

- Masters of Business Administration - Strategic Management
- Graduation: August 2009, G.P.A.: 3.47

University of Florida – College Liberal Arts and Science

- Bachelor of Arts – Political Science
- Graduation: May 2005, *cum laude*, G.P.A.: 3.66

Employment:

Oldham Law Group, LLC – Managing Partner (4-16-Present)

- Represented clients in matters involving personal injury, business law & criminal defense.

Banker Lopez Gassler, P.A. – Associate Attorney (2/15-4/16)

- Litigated cases on behalf of insurance companies involving areas of personal injury, property damage, and insurance fraud.
- Represented clients in both first and third party insurance claims.
- Conducted discovery, depositions and argued motions.
- Tried civil case to verdict

State Attorney's Office, Sixth Judicial Circuit - Assistant State Attorney (12/11 – 1/15)

- Prosecuted Felony cases in a Circuit Court Division
- Appointed as Lead Trial Attorney for a County Court Division
- Litigated jury trials to verdict as first chair attorney

Heinkel Law Group, P.L. – Summer Law Clerk (03/11-08/11)

- Conducted research on tax and bankruptcy issues
- Wrote legal memoranda of law and motions.

The Honorable Nick Nazaretian – Judicial Intern (12/10-3/11)

- Attended arraignments, bench trials, and jury trials
- Assisted in municipal and ordinance violation hearings

City of St. Petersburg Attorney's Office – Law Clerk (06/10 -08/10)

- Conducted research on legal issues surrounding city business
- Wrote legal memoranda on legal consequences of proposed city ordinances

UCF College of Business Administration - Research Assistant / Financial Analyst (8/08 – 05/09)

- Created financial models for university budget allocations and budget cuts
- Prepared monthly foundation financial reports.

Central Florida Exports, Inc - General Manager & Shareholder (5/05-07/08)

- Managed inventory of 250 vehicles at two locations. Responsibilities included retail sales, internet sales, wholesale purchasing, closing, aftermarket product sales and automotive financing.
- Managing partner of solar golf cart and scooter division. Operated a freestanding location that was a franchised Cruise Car dealer

Subway – Shift Manager (07/97 – 05/01)

- Served customers and managed shift staff
- Began working at age 15

Community Involvement:

Trustee, St. Petersburg Museum of History (2015-Present)

Member, St. Petersburg Young Professionals/St. Petersburg Chamber of Commerce (2015-Present)

Member, The Florida Bar (2012 – Present)

Member, Florida Prosecuting Attorneys Association (2011-2015)

Member, St. Petersburg Bar Association (2011 – Present)

Member, Sunset Rotary Club (2014-Present)

Member, Northeast St Petersburg Exchange Club (2014-Present)

Member, Suncoast Tiger Bay Club (2014-Present)

Member, Pinellas County Trial Lawyers Association (2012 – Present)
Member, Tampa Bay Watch (4/14- Present)
Member, St Petersburg Museum of Fine Arts (2014-present)
Member, Vinoy Club (2010 – Present)
Member, Pinellas County Gator Club (2013 – Present)
Associate Member, Barney Masterson Inn of Court (2013 – Present)
UCF Global Business Brigade (August 2008 – August 2009)
Leesburg Regional Medical Center Foundation, Board of Directors (2007 and 2008)
Boys and Girls Club of Lake & Sumter Counties, Board of Directors (2006-2008)
St. James Episcopal Church, Member of Vestry (2006 – 2008)
Sunrise Kiwanis of Leesburg Florida, Board of Directors (2005-2008)

Honors and Leadership Activities:

William F. Blews Pro Bono Service Award (2011)
UCF Business Administration Fellowship recipient (2008-2009 academic year)
Florida Blue Key, member (2004-2005)
Stephen O’Connell Center, Board of Directors (2004-2005)
Phi Delta Theta Fraternity, Treasurer (two terms: 2003-2005)
Reitz Student Union Board of Managers (2004)
University of Florida Sophomore Class, Student Senator (2004)
University of Florida Student Conduct Committee (2003-2005)
University of Florida Curriculum Committee (2003-2004)

Personal

Reading
Gator Football
Salt Water Fishing
Fifth Generation Floridian

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 16, 2016

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

SUBJECT: A Resolution authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan in the combined total amount of \$840,790 from the Home Investment Partnership (“HOME”) Program to Pinellas Affordable Living, Inc. for development and construction of phase I of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South, subject to City’s approval of a HUD Environmental Review; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: Pinellas Affordable Living, Inc. (“PAL, Inc.”), the nonprofit Community Housing Development Organization (“CHDO”) subsidiary of Boley Centers, Inc. requested thru the 2015-2016 Consolidated Annual Action Plan application process, that the City assist it with funding for the acquisition and development of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South (“Development”). City Council approved this request and as part of Resolution Number 2015-354, PAL, Inc. was awarded \$230,000 to use toward the acquisition and development of 25 one, two and three bedroom units that will be rented at rates affordable to low income individuals for a period of twenty years. However, the funding Agreement was not signed with PAL, Inc. since the remainder of the construction funding that was anticipated to be obtained by applying to the Florida Housing Finance Corporation (“FHFC”) in December 2015, was not awarded.

Therefore, as part of the 2016-2017 Consolidated Annual Action Plan application process, PAL, Inc. proposed a scenario whereby the land could be acquired with funding from the Pinellas County Land Trust and the construction of site infrastructure and one 8 unit building could be completed as phase I for a budget of \$920,790. On May 5, 2016 City Council approved Resolution number 2016-183 which recaptured \$241,701.68, CHDO funds from Homes for Independence, Inc. and awarded it to PAL, Inc. for this Development. The May 5th item mentioned that additional funding would be needed to fund the remainder of PAL’s total request, and this City Council item provides for that remaining funding.

Administration proposes to provide the final piece of funding for Phase I, from the unencumbered HOME Multi-family Rental Program in the amount of \$369,088.32. The City’s 0% interest HOME loan to PAL, Inc. would then be for the total amount of \$840,790 and would be deferred for twenty years and then forgiven at the end of the twenty year affordability period.

RECOMMENDATION: The Administration recommends approval of the attached resolution authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan in the combined total amount of \$840,790 from the Home Investment Partnership (“HOME”) Program to Pinellas Affordable Living, Inc. for development and construction of phase I of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South, subject to City’s approval of a HUD Environmental Review; authorizing the Mayor or his designee to execute all

City Council Consent Agenda
HOME Program
June 16, 2016

documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in previously appropriated HOME Investment Partnership Funds (Fund 1113, Awards 80735, 80815, 81056 and 81144).

Attachments: Resolution

Approvals:

Administration: _____ Budget: _____

Legal: 00271817.doc V. 2

Resolution No. 2016- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND PROVIDE A 0% INTEREST FORGIVEN LOAN IN THE COMBINED TOTAL AMOUNT OF \$840,790 FROM THE HOME INVESTMENT PARTNERSHIP (“HOME”) PROGRAM TO PINELLAS AFFORDABLE LIVING, INC. FOR DEVELOPMENT AND CONSTRUCTION OF PHASE I OF THE PRESERVES AT CLAM BAYOU APARTMENTS TO BE LOCATED AT APPROXIMATELY 4110 34TH AVENUE SOUTH, SUBJECT TO CITY’S APPROVAL OF A HUD ENVIRONMENTAL REVIEW; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established the need for the production of additional affordable rental housing units as a priority in its 2011-2016 Consolidated Plan; and

WHEREAS, Pinellas Affordable Living, Inc. (“PAL, Inc.”) was awarded \$230,000 in the form of a 0% interest forgiven loan by Resolution number 2015-354 as part of the 2015-2016 Consolidated Annual Action Plan application process; and

WHEREAS, the funding was awarded to assist PAL, Inc. to develop and construct a 25 unit one, two and three bedroom apartment complex which would be restricted as to rent and occupancy for households who are at or below 60% of the Area Median Income, and which would be named the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South (“Development”); and

WHEREAS, the Development was anticipated to cost a total of approximately \$4,567,553 and PAL, Inc. applied to the Florida Housing Finance Corporation (“FHFC”) in December of 2015 under RFA 2015-109 for \$4,077,553 in SAIL and ELI funding; and

WHEREAS, PAL, Inc. was informed in January of 2016 that it would not be funded by FHFC under RFA 2015-109, since small counties were given priority funding for the submitted applications; and

WHEREAS, in order to commit and expend the 2015 funds in a more timely fashion, PAL, Inc. and Administration have proposed that the first 8 units and the required site infrastructure be constructed on the site for an estimated amount of \$1,175,790 while PAL, Inc. continues to pursue funding for the remaining phases; and

WHEREAS, on May 5, 2016 City Council approved Resolution number 2016-183 which recaptured \$241,701.68 in HOME Investment Partnership (“HOME”) Community Housing

Development Organization (“CHDO”) funding from Homes for Independence, Inc. and awarded it to PAL, Inc. for phase I of the Development; and

WHEREAS, the Administration will provide an additional \$369,088.32 from the HOME Investment Partnership (“HOME”) Affordable Multi-family Rental Program (Oracle 81056-15264 and 81144-14970), and

WHEREAS, the remaining \$335,000 needed for completion of phase I of the Development will be provided using a combination of PAL, Inc. agency funding and the Pinellas County Affordable Housing Land Assembly Program through the Housing Finance Authority of Pinellas County; and

WHEREAS, The City’s loan documents will provide that the combined total HOME loan amount of \$840,790 be forgiven at the end of a successful twenty year affordability period; and

WHEREAS, this approval to provide funds to the project is conditioned on the City’s determination to proceed with, modify or cancel the project based on the results of a subsequent HUD environmental review.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his Designee is authorized to negotiate and provide a 0% interest forgiven loan in the combined total amount of \$840,790 from the HOME Investment Partnership (HOME) Program to Pinellas Affordable Living, Inc. for the development and construction of phase I of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South, subject to City’s approval of a HUD Environmental Review; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this resolution.

This resolution shall be come effective immediately upon its adoption.

Approvals:

Legal: _____

Administration: _____
Director, Housing and Community
Development

Legal: 00271816.doc V. 2

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: Authorizing the Mayor or his designee to execute Task Order No. 12-13-GH/W, to the agreement between the City of St. Petersburg and Greeley and Hansen Engineers, Inc. dated July 17, 2014 in the amount of \$361,000, for a Flushing Reduction Evaluation including the evaluation of infrastructure to reduce oversized and parallel water mains, elevated tank evaluation and preliminary design, chloramine booster station evaluation and preliminary design and Unidirectional Flushing Program to reduce water system flushing.

EXPLANATION: St. Petersburg provides potable water service to approximately 93,000 retail customers. In March of 2011 and September 2013 the City conducted studies on how to optimize water quality and increase chloramine residuals in water quality problem areas and reduce flushing water volumes.

The 2011 study confirmed that nitrification, which affects water quality and increases flushing activities, is occurring in the distribution system during summer months. The 2013 study recommended evaluating infrastructure to reduce oversized and parallel water mains, improving the elevated storage tank water quality and conducting a tactical Unidirectional Flushing (“UDF”) Program in water quality problem areas to scour the pipe walls and removing sediment that could be harboring nitrifying organisms.

This Task Order allows the City to continue implementing recommendations from the studies utilizing Greeley and Hansen to evaluate infrastructure to reduce oversized and parallel water mains, conduct elevated water tank evaluation and preliminary design, conduct chloramine booster station evaluation and preliminary design and develop a UDF Program to reduce water system flushing. Greeley and Hansen is the primary water consultant for the City and has performed extensive water system modeling, design and master plans.

RECOMMENDATION: Administration recommends approval of Task Order No. 12-13-GH/W, to the agreement between the City of St. Petersburg and Greeley and Hansen Engineers, Inc. in the amount of \$361,000, for a Flushing Reduction Evaluation including the evaluation of infrastructure to reduce oversized and parallel water mains, elevated tank evaluation and preliminary design, chloramine booster station evaluation and preliminary design and Unidirectional Flushing Program (UDF) to reduce water system flushing.

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Water Resources Capital Project Fund (4003) DIS WQ Eval & Prelim Des FY16 Project (15408).

ATTACHMENTS: Resolution

APPROVALS: _____
Administrative

Budget

RESOLUTION 2016-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 12-13-GH/W TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND GREELEY AND HANSEN LLC IN AN AMOUNT NOT-TO-EXCEED \$361,000 TO PROVIDE PROFESSIONAL ENGINEERING CONSULTING SERVICES AS RELATED TO THE FLUSHING REDUCTION EVALUATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Greeley and Hansen LLC (“G&H”) entered into an Architect/Engineering Agreement on November 20, 2012 (modified July 17, 2014), for G&H to provide Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to execute Task Order No. 12-13-GH/W, in the amount of \$361,000 for G&H to provide professional consulting services as related to the Flushing Reduction Evaluation Project.

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 Task Order No. 12-13-GH/W to the Architect/Engineering Agreement between the City of St. Petersburg and Greeley and Hansen LLC in an amount not-to-exceed \$361,000 to provide professional engineering consulting services as related to the Flushing Reduction Evaluation Project; and providing an effective date.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00273203 Final

Steve Leavitt, P.E., Director
Water Resources Department

ST. PETERSBURG CITY COUNCIL

Consent Agenda Meeting of June 16, 2016

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute two (2) agreements that pertain to the remediation of groundwater contamination at the former Old Gas Plant site (“Site”) located historically under a portion of present-day Tropicana Field. The first agreement is a Restrictive Covenant with the Florida Department of Environmental Protection (“FDEP”) and pertains to the passive remediation of groundwater contamination under a portion of the Tropicana Field parking lot. This Restrictive Covenant is in furtherance of the FDEP’s No Further Action determination for the Site. The second agreement is a Waiver Agreement with Pinellas County (“County”) that allows the City to enter into the Restrictive Covenant with FDEP, without such a disposition of property rights being viewed as violating the Tropicana Field Lease-Back Agreement (“Lease-Back”).

EXPLANATION: The Site, located on the property bounded by 1st Avenue South to the north and I-175 to the south, and by 16th Street to the west and 10th Street to the east, was a former municipal gas plant owned and operated from 1914 to 1962 by the City of St. Petersburg. The gas plant also included incineration/asphalt production operations as well as sanitation and street maintenance operations, however all aboveground structures were removed in 1963 with the exception of two gas storage tanks (later dismantled in 1984). In the late 1980s, contamination was discovered at the site when the City began construction of a multi-purpose stadium. The presence of contamination was reported to what is now known as the Florida Department of Environmental Protection. The City entered a Consent Order with the FDEP which called for the assessment and subsequent remediation of soil and groundwater impacts, and a contamination/risk assessment, feasibility study, and remedial action plan were implemented. In 1989, 100,000 cubic yards of impacted soil was safely excavated and transported away from the site.

Following 1989, monitoring wells were installed on the property as residual coal tar was still observed in recovered soils. Soil excavation occurred, again, in 2010 to remove an additional 530 cubic yards of soil. Based on removal and disposal of contaminated soil, the absence or minimal levels of contaminants in groundwater found in monitoring wells, and an analysis of the costs and time frames involved to further reduce the minimal concentration of applicable contaminants, the FDEP proposal for No Further Action is appropriate.

A determination of No Further Action means that use restrictions related to groundwater activities and other forms of passive remediation of contaminated groundwater are sufficient and are traditionally accomplished through a restrictive covenant. However, the Site is located on a portion of lands under the Tropicana Field parking lot; thus, concerns over running afoul of the Tropicana Field Lease-Back’s prohibitions on disposition of property need to be addressed. Paragraph 5 of the Lease-Back prohibits disposition or encumbrance of Tropicana Field property, except those dispositions or encumbrances that are necessary for operation of the Site. The City Attorney’s Office believes that a restrictive covenant qualifies as a permanent disposition of a

portion of the City's Tropicana Field property interest, but that it is also necessary for the operation of the Site.

The City Attorney's Office worked with the County to develop a Waiver Agreement wherein the County agrees to waive any objection under the Lease-Back to the City entering into the attached Restrictive Covenant in order to ensure that the Site is properly remediated over time without being a violation of the Lease-Back. Additionally, as a courtesy to the team, the Tampa Bay Rays have reviewed and acknowledged the Waiver Agreement.

Based on the limited scope of the use restrictions covered by the Restrictive Covenant, City Development Administration believes that there will be no impact to any proposed redevelopment plans of the Tropicana Field property.

RECOMMENDATION: Legal recommends City Council authorize the Mayor or his Designee to execute all documents necessary to effectuate the Restrictive Covenant and Waiver Agreement.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution
Restrictive Covenant
Waiver Agreement with Pinellas County

APPROVALS:

Legal: _____

Resolution No. 2016-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A RESTRICTIVE COVENANT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND TO EXECUTE A WAIVER AGREEMENT WITH PINELLAS COUNTY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg seeks to enter into a restrictive covenant (“Restrictive Covenant”) with the Florida Department of Environmental Protection (“FDEP”) for the passive remediation of contaminated groundwater at the site of the Old Gas Plant at present-day Tropicana Field; and

WHEREAS, the FDEP has determined that the contaminated groundwater is not migrating and that passive remediation, ensured by the Restrictive Covenant, is appropriate for the site; and

WHEREAS, a portion of the contaminated site is located under the present-day Tropicana Field parking lot, which is governed by the Tropicana Field Lease-Back Agreement (“Lease-Back”) with Pinellas County (“County”); and

WHEREAS, the Restrictive Covenant is not currently permitted under the Lease-Back; and

WHEREAS, the City has requested and the County has agreed to waive (“Waiver Agreement”) any objections it may have under the Lease-Back for the limited and exclusive purpose of the City entering into and recording the Restrictive Covenant for the contaminated site in order to reach the shared goal of groundwater remediation at the site of the Old Gas Plant; and

WHEREAS, the current sub-lessee of Tropicana Field, the Tampa Bay Rays, has acknowledged the Waiver Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Restrictive Covenant with the Florida Department of Environmental Protection; to execute a Waiver Agreement with Pinellas County; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (designee)

Legal:

WAIVER AGREEMENT

This Waiver Agreement (“Waiver Agreement”) is entered into as of this _____ day of _____, 2016 (“Effective Date”), by and between Pinellas County (“County”), and The City of St. Petersburg (“City”) (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Florida Department of Environmental Protection (DEP) has identified a contamination plume in the groundwater underlying a portion of the Tropicana Field property in St. Petersburg where a gas plant used to operate (“Old Gas Plant Site”); and

WHEREAS, the DEP wishes to place use restrictions in the form of the restrictive covenant attached hereto as Exhibit A (“Restrictive Covenant”) on the Old Gas Plant Site such that the contamination plume remains undisturbed and does not migrate off of the property; and

WHEREAS, the DEP does not require any potentially responsible parties to actively remediate the Old Gas Plant Site and intends to issue a Site Rehabilitation Order with Conditions (“Order”) upon recordation of the Restrictive Covenant; and

WHEREAS, these use restrictions include prohibitions on the use of groundwater under the Old Gas Plant Site and alterations to its stormwater features, and DEP-imposed requirements for dewatering and soil excavation throughout the Old Gas Plant Site; and

WHEREAS, the Restrictive Covenant is not currently permitted under Paragraph 5 of the Tropicana Field Lease-Back Agreement (“Lease-Back”); and

WHEREAS, the City has requested and the County has agreed to waive the prohibitions that are described in Paragraph 5 of the Lease-Back for the limited and exclusive purpose of recording the Restrictive Covenant.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

2. Waiver of Objection. The County hereby waives any objection, under Paragraph 5 of the Lease-Back, to the City executing the Restrictive Covenant for use restrictions on the Old Gas Plant Site pursuant to the DEP Order.

3. Effectiveness. This Waiver Agreement shall be effective as of the Effective Date set forth above.

4. Governing Law. This Waiver Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any claims, actions or proceedings shall be in a state court of competent jurisdiction in Pinellas County, Florida.

5. Counterparts. This Waiver Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Waiver Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed as effective as manual delivery.

6. Due Authority. Each Party to this Waiver Agreement represents and warrants to the other party that (i) it is a duly organized, qualified, and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Waiver Agreement on behalf of the party to so execute the same and fully bind the party on whose behalf he or she is executing.

7. Exhibits. All exhibits referenced in this Waiver Agreement are hereby incorporated as part of this Waiver Agreement by reference.

IN WITNESS WHEREOF, the City and the County have executed this Waiver Agreement as of the date first set forth above.

WITNESSES

Pinellas County

Sign: _____
Print: _____

By: _____
Mark Woodard, County Administrator

Sign: _____
Print: _____

Date

WITNESSES

Sign: _____
Print: _____

Sign: _____
Print: _____

City of St. Petersburg, Florida

By: _____
Richard Kriseman, Mayor

Date

ATTEST

By: _____
INSERT NAME, County Clerk

ATTEST

By: _____
Chandrasasa Srinivasa, City Clerk

County Seal

City Seal

TAMPA BAY RAYS BASEBALL, LTD.,
a Florida Limited Partnership

By: _____
Title: _____

Approved as to Content:

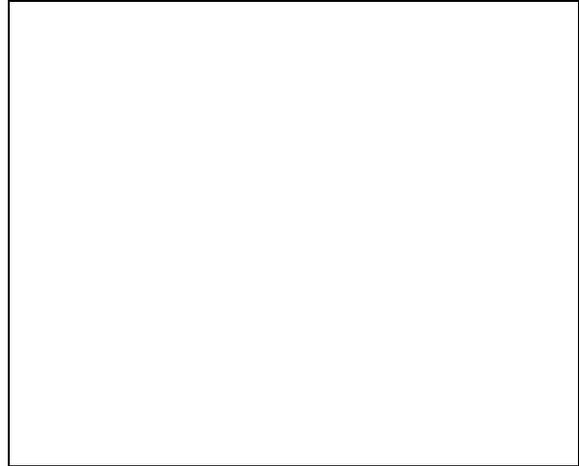
City Attorney (Designee)

By: _____
Assistant City Attorney

Approved as to Form:

City Attorney (Designee)

By: _____
Assistant City Attorney



This instrument prepared by:
Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, FL 33756

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by Pinellas County, a political subdivision of the state of Florida (hereinafter "GRANTOR"), City of St. Petersburg ("Lessee"), and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real Property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").

B. Lessee, City of St. Petersburg, has a property interest in the property described in Exhibit A hereto by virtue of both its current leasehold as well as its future reversionary fee simple interest.

C. The FDEP Facility Identification Number for the Property is **COM_65236/FDEP Project #66087**. The facility name at the time of this Declaration is *Suncoast Dome (Old Gas Plant Site)*.

D. The presence of solid waste and contaminated soil on the Property is documented in the following reports that are incorporated by reference:

1. *Contamination Assessment Plan, Florida Suncoast Dome Construction Site, August 1987, prepared by Environmental Science and Engineering, Inc.*

2. *Contamination Assessment Report Florida Suncoast Dome Construction Site, January 1988, prepared by Environmental Science and Engineering, Inc.*
3. *Implementation of Groundwater Investigation Plan, Old Gas Plant Site, St. Petersburg Florida, April 1995, prepared by Post, Buckley, Schuh & Jernigan, Inc.*
4. *Source Removal Plan Old Gas Plant Site: Area-3 Tropicana Field, April 2009, submitted by Environmental Consulting & Technology, Inc.*
5. *January 2013 Combined Groundwater Monitoring and Fourth Quarter Post-Active Remediation Monitoring Report, Old Gas Plant Site, St. Petersburg, Florida OGC Case No: 87-1671 February 2013, submitted by Environmental Consulting & Technology, Inc.*
6. *No Further Action Proposal Old Gas Plant Site, Tropicana Field St. Petersburg, Florida OGC Case No.: 86-1671 December 2013, submitted by Environmental Consulting & Technology, Inc.*

E. The reports noted in Recital D set forth the nature and extent of the contamination described in Recital D that is located on the Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. Also, these reports document that groundwater contamination does not extend beyond the Property boundaries, that the extent of the groundwater contamination does not exceed $\frac{1}{4}$ acre, and the groundwater contamination is not migrating. This Declaration imposes restrictions prohibiting use of groundwater under the Property and establishing an Engineering Control over soil contamination on the Property.

F. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

G. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of the chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_65236/Project #66087 can be found by contacting the FDEP Southwest district office or Tallahassee program area.

H. GRANTOR and LESSEE deem it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR and LESSEE agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR and LESSEE hereby impose and consent to the following restrictions on the Property:

GROUNDWATER USE RESTRICTIONS:

a.i. There shall be no use of groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resources Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Property a plan, at Lessee's sole expense, and approved by FDEP's DWM, must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified expanded, or constructed.

SOIL RESTRICTIONS AND REQUIREMENTS:

b.i. The area of soil contamination as located in the Property shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. COM_65236 dated September, 2015, prepared by Environmental Consulting & Technology, has been approved by the Department. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department and all costs relating to, and/or resulting from the Plan, shall be at Lessee's sole expense. The ECMP, as amended, relating to FDEP Facility No. COM_65236, can be found by contacting the FDEP Southwest district office;

b.ii. Excavation and construction beneath the impermeable material is not prohibited on the Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management and provided by Lessee as required herein must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Property.

3. In the remaining paragraphs, all references to "GRANTOR", LESSEE and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR and Lessee. Access to the Property is granted by Stadium Drive.

5. It is the intention of GRANTOR and LESSEE that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR, LESSEE and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of the GRANTOR and/or LESSEE to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR, LESSEE and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR and/or LESSEE does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR and/or LESSEE shall notify FDEP and the other party thereto in writing within three (3) calendar days. Additionally, GRANTOR and/or LESSEE shall notify FDEP and the other party hereto thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR and/or LESSEE shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR and/or LESSEE agrees to notify in writing all proposed

tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by GRANTOR, LESSEE and the FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, Pinellas County Board of County Commissioners has executed this instrument, this _____ day of _____, 20__.

GRANTOR
Pinellas County Board of County Commissioners
By: _____
Name: {{PRINTED NAME}}
Title:
Full Mailing Address:

Signed, sealed and delivered in the presence of:
_____ Date: _____

Witness
Print Name: _____
_____ Date: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

LESSEE
City of St. Petersburg
By: _____
Name: {{PRINTED NAME}}
Title:
Full Mailing Address:

Signed, sealed and delivered in the presence of:
_____ Date: _____

Witness
Print Name: _____
_____ Date: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by
_____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mary Yeargan, P.G.
Director
Southwest District
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

Exhibit A
Legal Description and Survey Sketch

Exhibit B
Existing Stormwater Features

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

SUBJECT: A resolution approving the 2016 Emergency Medical Services Continuing Medical Education Agreement; authorizing the Mayor or his designee to execute the 2016 Emergency Medical Services Continuing Medical Education Agreement; and providing for an effective date.

EXPLANATION: The 2016 Emergency Medical Services Continuing Medical Education Agreement between the City of St. Petersburg and Pinellas County is for the administration and reimbursement of continuing medical education for St. Petersburg Fire Rescue clinicians. The County will reimburse the City for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs for the City's Continuing Medical Education Instructor hours.

The agreement is for a term of two (2) years beginning on October 1, 2015 and expiring on September 30, 2017. The agreement allows for two (2) additional (1) year extensions. Prior to this agreement Pinellas County contracted with St. Petersburg College for continuing medical education.

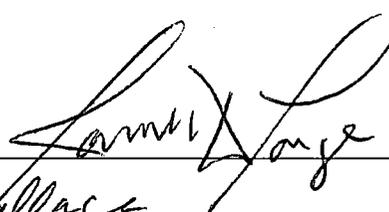
RECOMMENDATION: Administration recommends the approval of the 2016 Emergency Medical Services Continuing Medical Education Agreement; authorizing the Mayor or his designee to execute the 2016 Emergency Medical Services Continuing Medical Education Agreement; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the Emergency Medical Services Fund (1009). Funding is available in the FY 2016 Adopted Budget.

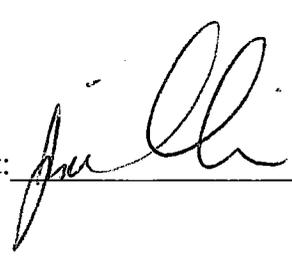
ATTACHMENTS: 2016 Emergency Medical Services Continuing Medical Education Agreement Resolution

APPROVALS:

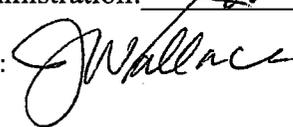
Administration:



Budget:



Legal:



CB-21

EMERGENCY MEDICAL SERVICES
CONTINUING MEDICAL EDUCATION AGREEMENT
CITY OF ST. PETERSBURG

OCTOBER 1, 2015

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774

**EMERGENCY MEDICAL SERVICES
CONTINUING MEDICAL EDUCATION AGREEMENT**

AGREEMENT made this _____ day of _____, 2016, between the Cities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Pete Beach, St. Petersburg, South Pasadena, Tarpon Springs and Treasure Island, Florida municipal corporations; the East Lake Tarpon Special Fire Control District, Lealman Special Fire Control District, Palm Harbor Special Fire Control District and Pinellas Suncoast Fire & Rescue District, Florida political subdivisions ("Contractors") and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority") known as ("Parties").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services ("EMS") throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. Pursuant to The Acts, the Authority has contracted with various municipalities, independent special fire districts, and corporations to provide first responder services, ambulance services and Medical Director services.
3. Pursuant to Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code and Pinellas County EMS Rules and Regulations, Paramedics and Emergency Medical Technicians ("EMTs") must meet certain Continuing Medical Education ("CME") requirements in order to be certified to provide emergency medical services in Pinellas County.
4. The Authority is responsible for providing and making available to Contractors a CME training program at multiple, regionally located training sites.
5. The Authority has determined that it is in the best interest of the Pinellas County EMS System that the CME training program be conducted under the joint

auspices of the Authority and the Contractors for first responder services and ambulance services.

6. The Authority and Contractors desire to partner and cooperate to implement and maintain a CME training program.
7. The intent is to utilize classroom training for scenario and competency based skills assessment coupled with online training to meet CME requirements.
8. Classroom based training will include making a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of first responder units and ambulances.

NOW THEREFORE, in consideration of the premises and mutual promises set forth herein, the Parties hereby agree as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE

The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto to enable the cooperative provision of a comprehensive CME training program.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS

The following Appendix is attached to and made part of this Agreement:

Appendix A. List of Contractors

Appendix B. Reimbursement Form

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

Terms used but not defined in this Agreement shall have the same meaning as those terms in the Emergency Medical Services ALS First Responder Agreement between the Authority and Contractors.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Continuing Medical Education Training Program" or "CME Training Program" means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

"CME Instructor" means a County Certified Paramedic or County Certified registered nurse, employed and approved by a Provider Agency, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

"Course" means any individual CME offering available online or through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

"EMS Director" means the Authority's Director of the EMS System or his/her designee.

"Learning Management System" means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload

and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules and Regulations.

ARTICLE III

OBLIGATIONS, COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 301. PROVISION OF CME. Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 302. REIMBURSEMENT FOR CME INSTRUCTORS. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar, by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Exhibit B within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears.

SECTION 303. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of the current Fiscal Year.

SECTION 304. NOT TO EXCEED CAP.

The cumulative, not-to-exceed budgeted amount for all CME Instructor reimbursement for all Contractors for the Fiscal Year 2015-2016 under this Agreement, and the analogous provisions of the corresponding Ambulance Services Agreement, as amended, is Five Hundred Thousand Dollars (\$500,000.00).

The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$50 per student per Fiscal Year (does not include payment for student training time).

For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this Agreement, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed Six Hundred and Fifty Thousand Dollars (\$650,000).

It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractors and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractors and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director.) This Section 402 shall survive expiration or earlier termination of this Agreement.

ARTICLE V

TERM AND TERMINATION

SECTION 501. TERM OF AGREEMENT. This Agreement shall be for a term of two (2) years beginning on October 1, 2015, and shall expire on September 30, 2017. This Agreement may be renewed for two (2) additional one (1) year terms at the end of the initial term through written agreement of the Parties.

SECTION 502. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause by any Party at any time, upon giving ninety (90) days written notice to all Parties in accordance with Section 604.

SECTION 503. EFFECTIVE DATE. The effective date of this Agreement shall be retroactive to October 1, 2015 for reimbursement purposes.

ARTICLE VI
MISCELLANEOUS

SECTION 601. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. APPLICABLE LAWS. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas Country EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See **Appendix A.**

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2016.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

by: _____

Print: _____

Title: _____

APPROVED AS TO CONTENT AND FORM
FOR CITY OF ST. PETERSBURG ONLY:

Attest:

by: _____
City Attorney (designee)

by: _____
City Clerk

Appendix A
List of Contractors

City Manager CITY OF CLEARWATER 112 S. Osceola Avenue Clearwater, FL 33756	City Manager CITY OF PINELLAS PARK P O Box 1100 Pinellas Park, FL 33780-1100
City Manager CITY OF DUNEDIN P O Box 1348 Dunedin, FL 34697	Chairman, Board of Fire Commissioners PINELLAS SUNCOAST FIRE & RESCUE DISTRICT 304 First Street Indian Rocks Beach, FL 33785
Chairman, Board of Commissioners EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT 3375 Tarpon Lake Boulevard Palm Harbor, FL 34685	City Manager CITY OF SAFETY HARBOR 750 Main Street Safety Harbor, FL 34695-3597
City Manager CITY OF GULFPORT 2401 53rd Street South Gulfport, FL 33707	City Manager CITY OF ST. PETE BEACH 155 Corey Avenue St. Pete Beach, FL 33706-1701
City Manager CITY OF LARGO P O Box 296 Largo, FL 33779-0296	Mayor CITY OF ST. PETERSBURG 175 Fifth Street North St. Petersburg, FL 33701
Chairman, Board of Commissioners LEALMAN SPECIAL FIRE CONTROL DISTRICT 4360 55th Avenue North St. Petersburg, FL 33714	City Manager CITY OF SEMINOLE 9199 113th Street North Seminole, FL 33772-2806
City Manager CITY OF MADEIRA BEACH 300 Municipal Drive Madeira Beach, FL 33708	City Clerk CITY OF SOUTH PASADENA 7047 Sunset Drive South South Pasadena, FL 33707-2895
City Manager CITY OF OLDSMAR 100 State Street West Oldsmar, FL 34677-3655	City Manager CITY OF TARPON SPRINGS 324 Pine Street East Tarpon Springs, FL 34689
Chairman, Board of Commissioners PALM HARBOR SPECIAL FIRE CONTROL DISTRICT 250 W. Lake Road Palm Harbor, FL 34684	City Manager CITY OF TREASURE ISLAND 120 1 08th Avenue Treasure Island, FL 33706-4794



CME INSTRUCTOR REIMBURSEMENT FORM

Agency
 CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Appendix B
CME Instructor Reimbursement Form

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

- Notes:**
- (a) One Instructor per form
 - (b) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 - (c) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
 - (d) First Name, Last Name of person covering - must be same rank or below.
 - (e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 16, 2016

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

Subject: Awarding a contract to Atticus Construction Services, Inc. in the amount of \$205,000 for the Sunken Gardens (Koi) Pond Construction; approving the transfer of \$20,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY16 Project (15118) to the Recreation and Culture Capital Fund (3029); approving a supplemental appropriation in the amount of \$20,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from this transfer to the Sunken Gardens (Koi) Pond Construction (Engineering Project No. 15202-019; Oracle Project No. 14658); and providing an effective date.

Explanation: The City of St. Petersburg issued Bid No. 6048-2 on May 3, 2016 seeking proposals from interested contractors to demolish and reconstruct the north and south koi ponds at Sunken Gardens. The new ponds will be 4ft deep and have recirculating pumps and filtration that do not currently exist. The existing ponds were built in 1926 as part of the original gardens and have been repaired over the years. Both ponds are leaking and affecting the soils around them and damaging portions of the botanical gardens. Additional repairs are no longer feasible and the only long term solution is to completely replace the ponds.

The City received a single proposal from Atticus Construction Services, Inc. during a re-bid of the project due to no responses on the initial solicitation. The work will consist of the demolition of the existing ponds, the installation of new plumbing, pumps, and filtration systems, the construction of new ponds and the restoration of any site damages. The pond reconstruction has received a Certificate of Appropriateness from the City's Historic Preservation staff. The proposal was reviewed by staff from the Engineering and Capital Improvements Department, with input from Sunken Gardens and Downtown Facilities and recommend award to Atticus Construction Services, Inc. as they met all qualifications.

The contractor will begin work on the project within approximately ten (10) calendar days from written Notice to Proceed. Construction period will be eighty eight (88) calendar days starting on June 27, 2016.

Bidder

Atticus Construction Services, Inc.

Bid Amount

\$205,000

Recommendation: Administration recommends awarding this contract to Atticus Construction Services, Inc. in the amount of \$205,000. Atticus Construction Services, Inc. has met the specifications, terms and conditions of Bid No. 6048-2 dated May 3, 2016. Atticus Construction Services, Inc. has satisfactorily completed similar work for The City of St. Petersburg, City of Indian Rocks Beach and City of Tampa. The principal of Atticus Construction Services, Inc. is Samuel A. Ruppert, president. Funds will be available after a transfer in the amount of \$20,000 from the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY16 Project (15118) to the Recreation and Culture Capital Fund (3029) and a supplemental appropriation in the amount of \$20,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from this transfer, to the Sunken Gardens Koi Pond

Reconstruction Project. (Engineering Project No. 15202-019; Oracle Project No. 14658); additional funding has been previously appropriated in the Sunken Gardens Park Improvements FY16 Project (Engineering Project No. 16211-019, Oracle Project No. 15109).

Cost/Funding/Assessment/Information: Funds will be available after a transfer in the amount of \$20,000 from the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY16 Project (15118) to the Recreation and Culture Capital Fund (3029) and a supplemental appropriation in the amount of \$20,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from this transfer, to the Sunken Gardens Koi Pond Reconstruction Project (Engineering Project No. 15202-019; Oracle Project No. 14658); additional funding has been previously appropriated in the Sunken Gardens Park Improvements FY16 Project (Engineering Project No. 16211-019, Oracle Project No. 15109).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO ATTICUS CONSTRUCTION SERVICES, INC. FOR THE SUNKEN GARDENS KOI POND CONSTRUCTION PROJECT AT A TOTAL COST OF \$205,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF \$20,000 FROM THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) TO THE RECREATION AND CULTURE CAPITAL FUND (3029); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$20,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL FUND (3029) RESULTING FROM THIS TRANSFER, TO THE SUNKEN GARDENS KOI POND CONSTRUCTION PROJECT (ENGINEERING PROJECT NO. 15202-019; ORACLE PROJECT NO. 14658); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department ("Procurement") received a single proposal as a result of a re-bid of the project due to no responses on the initial solicitation; and

WHEREAS, Bid No. 6048-2 dated May 3, 2016 was issued for the construction of a new koi pond at Sunken Gardens; and

WHEREAS, Atticus Construction Services, Inc. has met the requirements of Bid No. 6048-2; and

WHEREAS, the Administration recommends approval of this award; and

WHEREAS, a transfer of funds from the City Facilities Capital Improvement Fund (3031) to the Recreation and Culture Capital Fund (3029) and a supplemental appropriation from the Recreation and Culture Capital Fund (3029) to the Sunken Gardens Koi Pond Construction Project will be necessary.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement to Atticus Construction Services, Inc. for the Sunken Gardens Koi Pond Construction Project at a total cost of \$205,000 is approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there are hereby approved the following supplemental appropriations from the unappropriated balances of their respective funds for FY 2016:

<u>City Facilities Capital Improvement Fund (3031)</u>	
Transfer to: Recreation and Culture Capital Fund (3029)	\$20,000
<u>Recreation and Culture Capital Fund (3029)</u>	
Sunken Gardens (Koi) Pond Construction Project (14658)	\$20,000

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Budget



MEMORANDUM

Council Meeting of June 16, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman

A handwritten signature in black ink, appearing to read "Rick Kriseman".

RE: Confirming the reappointment of Ryan D. Brady as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2018.

I respectfully request that Council confirm the reappointment of Ryan D. Brady as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2018.

A copy of Mr. Brady'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
REAPPOINTMENT 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 reappointment of Ryan D. Brady as a regular member to
the City Beautiful Commission to serve a three-year term ending December 31, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)



CITY OF ST. PETERSBURG

ST. PETERSBURG CITY COUNCIL
Meeting of June 16, 2016
Consent Item

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

SUBJECT: Approving a supplemental appropriation in the amount of \$50,000 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, to City Development Administration (0001/1241) to provide funding for time sensitive items related to the pilot ferry service.

EXPLANATION: City Council approved a Resolution at the June 9, 2016 City Council meeting authorizing the Mayor to develop an operating agreement with HMS Ferries, Inc. ("HMS") for a pilot ferry service and also affirming the City's commitment of \$350,000 (from BP Settlement funds) for this pilot ferry service. As was discussed at the meeting, there is a need to advance funds in the amount of \$50,000 for several long lead time items. Moving forward with these items are necessary to ensure timely implementation of the pilot ferry service, which is planned to start in November.

City and HMS will enter into a letter agreement in an amount not to exceed \$50,000 for HMS to expend such funds on the following items related to the pilot ferry service:

Ferry Vessel Initial Deposit	\$25,000
St. Pete Gangway Deposit	4,532
Tampa Gangway Deposit	3,090
Dock (Barges) Charter Deposit	5,860
Dock Fendering System	2,575
Dock Engineering Services	5,150
HMS Project Management	3,793

	\$50,000

RECOMMENDATION: City Administration recommends approval of the attached Resolution.

COST/FUNDING/ASSESSMENT INFORMATION: A supplemental appropriation in the amount of \$50,000 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, to City Development Administration (0001/1241) is needed to provide funding for the time sensitive items listed above.

APPROVALS:

Joseph F. Zeeb
City Development Administration
6-16-16v3

DEVON L. FULLER 6-10-16
Budget & Management

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$50,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND (0001), BP SETTLEMENT FUNDS, TO CITY DEVELOPMENT ADMINISTRATION (0001/1241) TO PROVIDE FUNDING FOR TIME SENSITIVE ITEMS RELATED TO THE PILOT FERRY SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 9, 2016, City Council approved a resolution affirming the City's commitment of \$350,000 from the BP Settlement funds for a pilot ferry service; and

WHEREAS, there is an immediate need of \$50,000 for certain time sensitive items related to the pilot ferry service; and

WHEREAS, such time sensitive items are necessary to ensure timely implementation of the pilot ferry service; and

WHEREAS, a supplemental appropriation in the amount of \$50,000 from the unappropriated fund balance of the General Fund, BP Settlement funds, to City Development Administration is needed to allow the City to enter into a letter agreement with HMS Ferries, Inc for an amount not to exceed \$50,000 for such time sensitive items related to the pilot ferry service; and

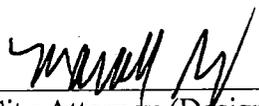
WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, the following supplemental appropriation for FY16:

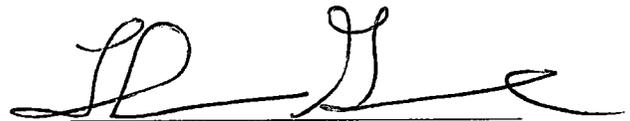
<u>General Fund (0001)</u>	
City Development Administration (0001/1241)	\$50,000

This Resolution shall become effective immediately upon its adoption.

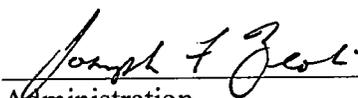
Approvals:



City Attorney (Designee)



Budget



Administration