

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

December 1, 2016  
8:30 AM

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

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

## GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk's Office, 1<sup>st</sup> 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](http://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.

**A moment of silence will be observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:**

Chief James Mitchell - December 25, 1905

Officer James J. Goodson - December 25, 1947

Firefighter George W. Ludwig - December 19, 1966

**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. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.M.**

**E. Reports**

1. Public Arts Commission - (Oral) (Councilmember Kennedy)
2. Land Use & Transportation - (Oral) (Councilmember Kennedy)
  - (a) Forward Pinellas
  - (b) Tampa Bay Transportation Management Area (TBTMA)
  - (c) MPO Action Committee
  - (d) PSTA - (Vice-Chair Rice)
  - (e) Tampa Bay Area Regional Transportation Authority (TBARTA) - (Vice-Chair Rice)

3. [Approving a multi-year agreement between the City and Endorfun Sports, LLC for a half-marathon running event to be held in St. Petersburg beginning in November 2017.](#)
4. Boley Center Summer Youth Intern Program [DELETED]
5. Sewer Report
6. Tampa Bay Estuary Program – (Oral) (Councilmember Kornell)

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

Setting December 15, 2016 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance amending the Comprehensive Plan to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element. \(City File LGCP-CIE-2016\)](#)

**G. New Business**

1. [Referring to the Public Services & Infrastructure committee a discussion of our public water quality monitoring protocols, along beaches and in Tampa Bay. \(Councilmember Kornell\)](#)
2. [Requesting funding not to exceed \\$65,000 from BP settlement funds for infrastructure needed for the Tall Lynx Ship in the North Basin. \(Councilmember Montanari\)](#)
3. [Referring to the Budget, Finance & Taxation Committee a request to provide \\$50,000 of one time funding from the remaining BP settlement funds for My Sistah’s Place, a home for young women aging out of foster care. \(Councilmember Kornell\)](#)
4. [Requesting that additional Biosolids information be included in the Sewage Report at the City Council meeting on November 21, 2016. \(Councilmember Kornell\)](#)

**H. Council Committee Reports**

1. [Housing Services Committee \(11/21/16\)](#)
  - (a) Approving the agreement between the City of St. Petersburg, Florida (“City”) and the Housing Authority of the City of St. Petersburg, Florida (“Authority”) that provides the City with oversight rights for the Jordan Park Apartments similar to the rights it possessed through the Contractor Agreement dated December 28, 2000, (“Contractor Agreement”) between the City and Jordan Park Development Partners, LTD (“Developer”); approving the termination agreement between the City and the Developer to terminate the Contractor Agreement, subject to certain conditions; consenting to the assignment of the Amended and Restated Ground Lease dated November 9, 2000, between the Developer and the Authority, subject to execution of the Agreement with the Authority and the termination agreement; approving the cancellation of the Developer’s Leasehold Mortgage Note and release of the Developer’s Leasehold Mortgage, as recorded in Pinellas County, Florida, official records book 11303, page 424, effective when the assignment of the Jordan Park Apartments from the Developer to the Authority or an entity controlled by the Authority occurs; authorizing the Mayor or his designee to execute the Agreement with the Authority, the termination agreement, and all other necessary documents, including a cancellation of the Developer’s Leasehold Mortgage Note, a release of the

Developer's Leasehold Mortgage, and any acknowledgment and agreement with an Authority-controlled ownership entity made in accordance with the Agreement with the Authority.

2. [Energy, Natural Resources & Sustainability Committee \(11/21/16\)](#)

I. **Legal**

J. **Open Forum**

K. **Adjournment**

# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A

December 1, 2016

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

**(Public Works)**

1. [Approving an Architect/Engineering Agreement with Brown and Caldwell for the SWWRF Capacity Upgrade Project \(Agreement\) in an amount not to exceed \\$2,299,777 and authorizing the Mayor or his designee to execute the Agreement and all other documents necessary to effectuate this transaction. \(Engineering Project No. 16109-111\)](#)

**(Miscellaneous)**

2. [Authorizing the Mayor or his designee to execute a one year agreement in the amount of \\$505,086.48 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction.](#)

# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

**Consent Agenda B  
December 1, 2016**

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

**(Procurement)**

1. [Renewing an annual service agreement with Intergraph Corporation for records management software applications for the Police Department at a total cost of \\$273,026.72.](#)
2. [Awarding a contract to Ajax Paving Industries of Florida, LLC in the amount of \\$147,500 for the removal of two asphalt milling piles from Maximo Park \(Oracle Project No. 15623\).](#)
3. [Renewing an annual software support agreement with InSource Software Solutions, Inc., a sole source supplier, for the Water Resources Department, at a total amount of \\$70,003.98.](#)
4. [Approving the purchase of storage area network \(SAN\) equipment, including three- year software and hardware support, from Corus Group, LLC. at a total cost of \\$109,720.](#)

**(City Development)**

5. [Resolution approving the plat of USFSP College of Business, generally located between 6th Avenue South and 8th Avenue South between 3rd Street South and 4th Street South. \(City File 14-20000010\)](#)

**(Miscellaneous)**

6. [Approving the minutes of the October 6, October 13, and October 20, 2016 City Council meetings.](#)
7. Authorizing the Mayor or his designee to execute a one year agreement in the amount of \$505,086.48 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction. [MOVED TO CONSENT AGENDA "A" AS CA-1]

# MEETING AGENDA

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CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

**Housing Services Committee**

*Monday, November 21, 2016, 9:00 a.m., Room 100*

**Energy, Natural Resources & Sustainability Committee**

*Monday, November 21, 2016, 10:30 a.m., Room 100*

**City Council Meeting: 2nd Reading Budget Cleanup Ordinance**

*Monday, November 21, 2016, 3:00 p.m., Council Chamber*

**Committee of the Whole: South St. Petersburg CRA Grant Program; TIF Sunshine and Accountability Ordinance**

*Thursday, December 1, 2016, 3:00 p.m. or immediately following City Council., Room 100*

**Budget, Finance & Taxation Committee**

*Thursday, December 8, 2016, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**

*Thursday, December 8, 2016, 9:15 a.m., Room 100*

**Youth Services Committee**

*Thursday, December 8, 2016, 10:30 a.m., Room 100*

**CRA / Agenda Review**

*Thursday, December 8, 2016, 1:30 p.m., Room 100*

**City Council Meeting**

*Thursday, December 8, 2016, 3:00 p.m., Council Chamber*

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# CITY OF ST. PETERSBURG

## Board and Commission Vacancies

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**Civil Service Board**

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

**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.



CITY OF ST. PETERSBURG

**ST. PETERSBURG CITY COUNCIL  
Meeting of December 1, 2016  
Report Item E-3**

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

**SUBJECT:** Approving an Agreement between the City and EndorFun Sports, LLC ("EndorFun") for Endorfun to produce and conduct an annual running event in St. Petersburg

**This item was deferred from City Council's November 10, 2016 Agenda**

**EXPLANATION:** The City issued a Request for Proposals in March 2016 soliciting firms to submit proposals for the organization and management of a half or full marathon event in St. Petersburg. Five firms submitted proposals. These proposals were initially reviewed by an evaluation committee made up of representatives from City Development Administration and its Event Recruitment Management Division, St. Pete Police Department, and Leisure Services Administration.

Four of the five proposers were invited to make presentations before the committee. After the presentations, the firms were ranked as follows:

- 1) Competitor Group, Inc.
- 2) EndorFun Sports, LLC
- 3) Water Cross International d/b/a Florida Road Races
- 4) Best Damn Race, LLC

The top two firms were invited to submit Best and Final Offers, which were evaluated at the July 13, 2016 committee meeting. It was the unanimous recommendation of the committee to offer both firms distance running event agreements.

**Competitor Group, Inc.**

Competitor Group is the owner of the Rock 'n Roll Marathon/ Half-Marathon series, a national and international series of road races held in over 30 locations including Dublin, Madrid, Montreal, Los Angeles, Chicago, and New Orleans.

After leaving the Florida market in 2014, Competitor Group has had a change in top management and corporate philosophy and now wishes to develop a long-term presence in St. Petersburg. Because of their busy race season currently underway, they have requested that City Administration bring their agreement forward for City Council approval in January 2017. The first Rock 'n Roll St. Pete event is intended to be run in February or March 2018.

### **EndorFun Sports, LLC**

EndorFun Sports is a LLC incorporated in 2002 with their company office in St. Petersburg. Over the last 15 years EndorFun has developed and produced several world class events in New Hampshire and Texas, such as: Ironman 70.3 Timberman (awarded "Best Large Triathlon in the U.S." by USA Triathlon), Big Lake Half-Marathon, Black Fly Triathlon Festival, and the Gritty Goddess Women's 5K Obstacle/Mud Run. These events have attracted more than 200,000 participants and earned Keith Jordan, CEO of EndorFun "Race Director of the Year" by USA Triathlon New England.

The Endorfun proposal features a half-marathon, a 10K run, and a youth fun run with the theme of celebrating all that St. Petersburg has to offer including our parks, arts, restaurants, breweries and emerging neighborhoods and business districts. The inaugural race is being planned for November 2017. Included in the activities will be a two day health and fitness expo, currently planned to be held at Al Lang Stadium, which will also be the start/finish area for the races.

**After discussion at City Council's November 10<sup>th</sup> meeting, Endorfun and City Administration met to negotiate Performance Criteria to be included within the Agreement. Both parties agreed on tying City Funding described in Article 3.7 of the Agreement to the number of runners entered for the Half-Marathon/Marathon event. An "Entrant Goal" has been determined for each year under the Agreement (2017, 2018, and 2019). If actual entrants fall below this Entrant Goal, Endorfun loses some or all of the City Funding. The details of this Performance Criteria are set forth in Exhibit D of the Agreement (which is attached to this report).**

**Discussion was also had about reducing the Term of the Agreement to less than the currently proposed three years. Due to the financial investment required by Endorfun for race development activities and systems, and the benefits to the event of securing sponsors and facilities for the full three year timeframe, this idea is not being recommended by City Administration as a change to the current proposed Agreement.**

**RECOMMENDATION:** City Administration recommends approval of the Agreement with EndorFun Sports, LLC to produce and conduct an annual running event in St. Petersburg. **An affirmative vote of six Council-Members is required for approval of this item.**

**COST/FUNDING/ASSESSMENT INFORMATION:** The proposed agreement provides up to \$30,000 of annual City support for the production of the race events. Since the first race will occur in November 2017, this amount will be required to be included in the FY18 operating budget of the City's Event Recruitment Management Division of City Development Administration (100.1773).

**ATTACHMENTS:** Resolution  
Agreement (Revised)

A RESOLUTION APPROVING A THREE YEAR AGREEMENT WITH TWO (2) ONE YEAR RENEWAL OPTIONS BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ENDORFUN SPORTS, L.L.C. ("ENDORFUN") FOR ENDORFUN TO PRODUCE AND CONDUCT AN ANNUAL RUNNING EVENT IN ST. PETERSBURG BEGINNING IN NOVEMBER 2017; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") desires to provide events that are of interest to our residents and visitors and promote economic activity within the community; and

WHEREAS, the Procurement and Supply Management Department issued a request for proposals for multi-year distance running event organization and management with the intent to negotiate a running event agreement with one or more offerors; and

WHEREAS, based on the proposals, presentations and best and final offers received, the selection committee selected The Competitor Group, Inc. and EndorFun Sports, L.L.C ("EndorFun") to produce and conduct running events in St. Petersburg; and

WHEREAS, the City and EndorFun desire to enter into a three year agreement for EndorFun to produce and conduct an annual running event in St. Petersburg beginning in November 2017; and

WHEREAS, subject to the annual appropriation of funding and the City's Funding Performance Criteria set forth in Exhibit D of the agreement with EndorFun, the City has agreed to provide funding in an amount not to exceed \$30,000 (to offset up to \$30,000 of the costs and expenses for city services) for each running event to be produced and conducted in St. Petersburg in November during the term of the agreement; and

WHEREAS, EndorFun has agreed to the terms and conditions (including the Funding Performance Criteria) set forth in the agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a three year agreement with two (2) one year renewal options between the City of St. Petersburg, Florida, and EndorFun Sports, L.L.C. ("EndorFun") for EndorFun to produce and conduct an annual running event in St. Petersburg beginning in November 2017 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon adoption.

Approved as to Form and Content:

  
\_\_\_\_\_  
City Attorney (designee)  
297728 Dec 1 City Council Meeting

**AGREEMENT**  
**Between**  
**THE CITY OF ST. PETERSBURG, FLORIDA**  
**and**  
**ENDORFUN SPORTS, L.L.C.**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of December, 2016 ("Execution Date"), by and between the City of St. Petersburg, Florida, a municipal corporation ("City"), and EndorFun Sports, L.L.C., a New Hampshire Corporation ("EndorFun") (City and EndorFun collectively referred to herein as the "Parties"), and is made in reference to the following facts:

1. The City desires to provide events that are of interest and benefit to the residents of the City and the City also wishes to expand national and international tourism to the City as well as otherwise enhance economic opportunities for the benefit of the City and its residents.

2. The City and EndorFun have agreed that EndorFun shall produce and conduct the Running Event (as defined herein) on certain streets and public land of the City pursuant to the terms and conditions set forth in this Agreement.

3. EndorFun shall conduct a Health & Fitness Expo (as defined herein) in conjunction with the Running Event pursuant to the terms and conditions set forth in this Agreement.

**ARTICLE I: INTRODUCTORY TERMS**

1.1 **Recitals.** The statements contained in the recitals of fact set forth above ("Recitals") are true and correct, and the Recitals are by this reference made a part of this Agreement.

1.2 **Exhibits.** The exhibits which are attached to this Agreement are by this reference made a part of this Agreement.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement:

A. The abbreviations of the Parties set forth in the Preamble will be used for purposes of this Agreement.

B. "City Services" means those services customarily provided by the City for its residents and its facilities, including without limitation, services for (i) police, fire and EMS services; (ii) garbage and refuse disposal; (iii) maintenance personnel; (iv) crowd control and traffic control, (vi) utilities, and (vii) any additional services as the City deems appropriate in its sole and absolute discretion.

C. "City Permit and Use Fees" means the fees and charges imposed by the City in connection with the issuance of permits and the fees and charges imposed by the City in connection with EndorFun's use of the Running Event Facilities (as defined herein).

D. "Concessions" means all concessions associated with the Running Event offered or provided on, over or within the Running Event Facilities, including, without limitation to, (1) food, (2) alcoholic beverages, (3) non-alcoholic beverages, (4) wearing apparel, (5) programs, (6) souvenirs, (7) seating, and (8) all other merchandise or services offered for sale in connection with a Running Event. The term Concessions specifically excludes (i) the activities of otherwise properly licensed St. Petersburg merchants and business persons (excluding sidewalk vendors) in conducting their trade or business at their regular business premises during the Running Event and (ii) the concessions offered by either the City or its licensees or parties with which it has contracted to provide concessions on an annual basis at any City owned property or facility.

E. "Health & Fitness Expo" means the health & fitness expo event to be held at Al Lang Stadium or other facility mutually agreed upon by both Parties in conjunction with the Running Event.

F. "Laws" means all existing and future federal, state, and local constitutions, statutes, ordinances, rules, regulations and resolutions, and all orders and decrees of lawful authorities having jurisdiction over the matter at issue.

G. "Running Course" means the staging and route(s) mutually agreed upon in writing by the Parties. Once the staging and route(s) have been mutually agreed upon in writing by the Parties, the Running Course will be attached to this Agreement as Exhibit A.

H. "Running Event" means an athletic running event which will consist of a marathon and/or half marathon and may include other distance courses to be held in November during the Term (as mutually agreed upon by the Parties), commencing in the year 2017. The dates of the Running Event to be conducted in the year 2017 shall be November 17 through 19, 2017. The dates of the Running Events to be conducted in the year 2018 and year 2019 shall be mutually agreed to by the Parties.

I. "Running Event Facilities" means those lands, improvements, buildings, public or other rights of way, or property, owned, leased to or controlled by the City or under City authority as mutually agreed upon in writing by the Parties, to be used by EndorFun for the purpose of staging the Running Event. Once those lands, improvements, buildings, public or other rights of way, or property, owned, leased to or controlled by the City or under City authority have been mutually agreed upon in writing by the Parties, the Running Event Facilities will be attached to this Agreement as Exhibit B.

J. “Running Event Logo(s)” means the logo(s), mark(s), symbol(s), trademark(s), or trade name(s) used by EndorFun in connection with the Running Event.

K. “Running Event Period” means from 7:00 a.m. on the Thursday preceding the Running Event until 5:00 p.m. on the Monday following the Running Event.

L. “Ticket Sale Rights” means the right to sell tickets and otherwise charge for admission to or participation in the Running Event, and to sell tickets and otherwise charge for admission to or use of the Running Event Facilities in connection with the Running Event, excluding the right to sell tickets to the general public that are solely for parking.

## **ARTICLE II: WARRANTIES AND REPRESENTATIONS**

2.1 Warranties and Representations by EndorFun. EndorFun warrants and represents to the City as follows:

A. EndorFun is a for-profit corporation, duly formed, presently existing and in good standing under the laws of the State of New Hampshire.

B. All appropriate action exists or has been accomplished by EndorFun so as to duly authorize the officers set forth below to execute this Agreement and all documents contemplated hereby on behalf of EndorFun so as to fully and firmly bind EndorFun to the terms and provisions of this Agreement and such other documents.

C. EndorFun has the financial capability to and shall conduct the Running Event and Health & Fitness Expo in accordance with this Agreement.

2.2 Warranties and Representations by City. The City warrants and represents to EndorFun as follows:

A. The City is a municipality organized and existing under the laws of the State of Florida.

B. All appropriate action exists or has been accomplished by the City so as to duly authorize the officials set forth below to execute this Agreement and all documents contemplated hereby on behalf of the City so as to fully and firmly bind the City to the terms and provisions of this Agreement and such other documents.

## **ARTICLE III: GENERAL TERMS**

3.1 Right to Conduct Running Event. The City hereby grants to EndorFun the right to produce and conduct the Running Event in accordance with the terms and conditions of this Agreement. EndorFun hereby acknowledges that the City has police powers pursuant to applicable Laws to take reasonable and appropriate action in the event the conduct of the Running Event or any portion thereof is endangering the health, safety or welfare of the general public. The Parties acknowledge that it would not be reasonable

for the City to take any action in this regard if the Running Event only produces those effects which are normal and customary for events of this type. The safety of the Running Event participants shall be controlled by and be the sole responsibility of EndorFun.

3.2 Concession Rights. The City hereby grants EndorFun the right to operate, or to license (in whole or in part) to others, the Concessions associated with the Running Event during the Running Event Period. The City agrees not to hereafter extend any Concession rights to any person or entity other than EndorFun which would permit the operation or licensing of concessions, or the vending or offering for sale of any goods or services competitive with the Concessions; provided, however, the City shall have the right, should it desire, to operate a concession at the Running Event so long as such concession does not compete with the Concessions contemplated herein of EndorFun and its supporting sponsors. The City shall also be permitted to operate an informational booth from which Concessions are not sold.

3.3 Ticket Sale Rights and City Rights. The City hereby grants to EndorFun exclusive Ticket Sale Rights for the Running Event. EndorFun shall provide the City with four (4) registrations to each Running Event during the Term at no cost to the City.

3.4 Media and Broadcast Rights. The City hereby grants to EndorFun the rights to license any and all media coverage, television broadcasts, or other broadcasts, locally, nationally, internationally, or otherwise, related to the Running Event during the Term. EndorFun shall notify the City of the identity of media entities that will cover the Running Event. EndorFun shall endeavor to reflect in such coverage and broadcast the St. Petersburg location of the Running Event and the involvement of the City incident to this Agreement. The provisions of this article shall survive the termination of this Agreement.

3.5 Running Event Logo(s).

A. The City acknowledges that, as of the Execution Date, EndorFun is the owner of the Running Event Logo(s); provided, however, that EndorFun agrees to relinquish to the City all rights (including ownership rights) to the Running Event Logo(s) (i) at the end of the Term if the City provides the funding required pursuant to Article 3.7, if any, for the Running Event to be conducted in 2017, 2018 and 2019 or (ii) if this Agreement is terminated by the City prior to the end of the initial Term because EndorFun fails to conduct and produce the annual Running in November in 2017, 2018 and 2019. In the event that EndorFun is required to relinquish to the City all rights (including ownership rights to the Running Event Logo(s), EndorFun shall execute any and all lawful documents which the City deems necessary or desirable to fully acknowledge the City's ownership of the Running Event Logo(s).

B. Prior to obtaining ownership of the Running Event Logo(s) pursuant to Article 3.5A., above, the City may use the Running Event Logo(s) for promotion of the City or the Running Event with EndorFun's prior written consent, which consent shall not be unreasonably withheld or delayed.

C. EndorFun may use City owned logo(s) and trademark(s) for

promotion of the Running Event with the City's prior written consent, which consent shall not be unreasonably withheld or delayed. EndorFun shall not alter or modify the City's logo(s) or trademark(s) without the City's prior written consent.

3.6 No Interest in Land. EndorFun rights pursuant to this Agreement shall not be construed as a lease, easement, or other interest in land, buildings or other property of the City.

3.7 Funding by the City.

A. Subject to Article 8.13 and the City Funding Performance Criteria set forth in Exhibit D, the City agrees to provide EndorFun (i) funding in an amount not to exceed thirty thousand dollars (\$30,000) for the Running Event to be conducted in 2017; (ii) funding in an amount not to exceed thirty thousand dollars (\$30,000) for the Running Event to be conducted in 2018; and (iii) funding in an amount not to exceed thirty thousand dollars (\$30,000) for the Running Event to be conducted in 2019.

B. This Article 3.7 shall not be construed to limit EndorFun (i) from completing and returning to the City a co-sponsored events application or (ii) from soliciting funding from other sources.

3.8 Health & Fitness Expo. EndorFun shall produce and conduct an annual two-day Health & Fitness Expo during the Running Event Period every year during the Term, commencing in the year 2017. In the event that the Health & Fitness Expo is conducted at Al Lang Stadium, EndorFun acknowledges that Big 3 Entertainment, LLC ("Big 3") operates and manages Al Lang Stadium pursuant to the Agreement, as amended, between Big 3 and the City of St. Petersburg, Florida, dated October 2, 2014. EndorFun further acknowledges that a separate agreement for the utilization of Al Lang Stadium for the Health & Fitness Expo must be executed between the EndorFun and Big 3. EndorFun shall be responsible for paying Big 3 for all event expenses incurred from using Al Lang Stadium for the annual Health & Fitness Expo, unless otherwise provided in the separate agreement between EndorFun and Big 3. EndorFun agrees to provide local health and fitness promoters the opportunity to purchase a booth at the Health & Fitness Expo. The City shall receive three (3) vendor spaces at each Health and Fitness Expo during the Term at no charge to support City initiatives.

3.9 Exclusivity. The City will not authorize, without EndorFun's written permission, any running event of half marathon distance or greater, other than the Running Event organized and conducted by EndorFun, from the period commencing sixty (60) days before the Running Event and ending sixty (60) days after the Running Event throughout the Term.

#### ARTICLE IV: TERM AND EXTENSION

4.1 Term and Extension. This Agreement shall commence on the Execution Date and expire at midnight on November 30, 2019, unless earlier terminated as provided for herein. Provided that EndorFun is not in default of this Agreement, this Agreement may

be extended under the same terms and conditions for two (2) one-year periods from the date of expiration, provided that both Parties mutually agree in writing to such extension no later than sixty (60) days prior to the end of the then expiring term. All extension to this Agreement are subject to City Council approval. References in this Agreement to "Term" shall include the initial term and all extensions thereof.

## **ARTICLE V: SCHEDULING AND CONDUCTING A RUNNING EVENT**

5.1 **Obligation to Conduct A Running Event.** EndorFun shall produce and conduct the marathon and/or half marathon portion of the annual Running Event on a Saturday and/or Sunday in November every year during the Term, commencing in the year 2017. The marathon and/or half marathon portion of the Running Event shall be conducted on the Running Course on Saturday and/or Sunday during the Running Event Period and shall be held during daylight hours only. The Running Event shall be conducted in accordance with the terms and conditions of this Agreement. EndorFun shall provide the City with written notice no later than December 30 during the Term advising the City whether or not it will stage the Running Event for the succeeding year, and if so, specifying the exact date of the Running Event, and a schedule of such events.

5.2 **Set-Up, Operation and Dismantling Periods.** EndorFun shall have the use of the Running Event Facilities during the Running Event Period for purposes of set-up of the facilities and apparatus associated with the Running Event; provided however that the Running Course will only be blocked off during the time necessary to conduct the Running Event. It is anticipated that all facilities and apparatus associated with the Running Event will be set-up and dismantled during the Running Event Period. In the event EndorFun requires additional time to dismantle the facilities and apparatus following the Running Event, EndorFun shall be permitted such additional time beyond the Running Event Period so long as EndorFun has commenced the dismantling during the Running Event Period and continues to proceed in a diligent manner to complete the dismantling. EndorFun shall provide the City with a schedule indicating the dates and location of set-up and dismantling of the facilities and apparatus associated with the Running Event, along with updates and changes thereto as soon as reasonably possible after the necessity for such updates and changes becomes known to EndorFun.

5.3 **Cleanup and Restoration.** EndorFun shall be responsible for cleaning up the Running Course and Running Event Facilities at the end of the Running Event. Such cleanup shall include, without limitation, removal of litter and debris from city streets and the Running Event Facilities.

5.4 **Conditions of Running Event Facilities.** EndorFun shall be responsible to promptly return the Running Event Facilities to the condition they were in immediately prior to the Running Event, reasonable wear and tear excepted. EndorFun shall be responsible to repair any damage to the Running Event Facilities during the Running Event by reason of EndorFun or its patrons.

5.5 **City Services.** The City shall provide City Services for the Running Event. The estimated costs and expenses for City Services and the City Permit and Use Fees shall

be determined after the Parties mutually agree on the Running Course and the Running Event Facilities. Once determined, the estimated costs and expenses for City Services and the City Permit and Use Fees shall be attached to this Agreement as Exhibit C. EndorFun shall pay the estimated costs and expenses for City Services and the City Permit and Use Fees to the City thirty (30) days prior to the Running Event. The estimated costs and expenses for City Services and the City Permit and Use Fees required to be paid by EndorFun may be reduced by the amount of City funding described in Article 3.7 provided that EndorFun provides the City with documentation acceptable to the City that the City Funding Performance Criteria set forth in Exhibit D have been achieved. If the City confirms in writing to EndorFun at least thirty (30) days prior to the Running Event that the City Funding Performance Criteria set forth in Exhibit D have been achieved, the amount of the estimated costs and expenses for City Services and the City Permit and Use Fees required to be paid by EndorFun will be reduced by the amount of funding by the City pursuant to Article 3.7. If the costs and expenses for City Services and the City Permit and Use Fees exceed the estimated costs and expenses for City Services and the City Permit and Use Fees deposited by EndorFun, EndorFun shall pay the City the additional costs and expenses for City Services and the City Permit and Use Fees that exceed the estimated costs and expenses deposited by EndorFun within thirty (30) days after receiving an invoice from the City. In the event that the costs and expenses for City Services and the City Permit and Use Fees are less than the estimated costs and expenses for City Services and the City Permit and Use Fees deposited by EndorFun, the City will reimburse EndorFun within sixty (60) days following the Running Event.

5.6 Compliance with Laws and Related Matters. EndorFun shall comply with all applicable Laws, including without limitation, the Florida Public Records Law (Chapter 119, Florida Statutes) and the Americans with Disabilities Act.

5.7 Liability for Expenses. Under no circumstances shall the City be liable for any costs or expenses incurred by EndorFun in any way related to or connected with the Running Event unless specifically provided for in this Agreement. Without limiting the generality of the foregoing, all obligations of EndorFun pursuant to this Agreement shall be performed by EndorFun at its sole cost and expense unless this Agreement specifically provides otherwise.

5.8 Payment of Taxes. Unless otherwise specifically provided for in this Agreement, EndorFun shall pay before they become delinquent all applicable taxes associated with the Running Event, including, without limitation, ad valorem taxes that may be assessed due to EndorFun's use of the Running Event Facilities.

5.9 Authorizations. EndorFun shall be responsible for seeking and obtaining any and all permits, licenses, certifications, consents, or other authorizations required by any public or private entity or concern for the staging of the Running Event and all other matters in connection therewith.

5.10 Unanticipated Events and Needs. The Parties acknowledge that certain events, needs and changes related to the Running Event cannot be anticipated far in advance (e.g., weather conditions). Each party shall give the other reasonable notice under

the circumstances of request for performance or modification of performance under this Agreement that could not reasonably have been anticipated pursuant to notice required or contemplated in another article of this Agreement. In the event such notice is given pursuant to this Article 5.10, the Parties shall attempt to negotiate such amendments to this Agreement that may be necessary.

## **ARTICLE VI: DEFENSE OF CLAIMS, INDEMNIFICATION AND INSURANCE**

### **6.1 Indemnification.**

A. EndorFun shall defend, pay on behalf of, indemnify and hold the City, its officers, agents, employees, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") harmless from any and all claims, suits, demands, liabilities, losses, damages, liens and fines, regardless of whether a lawsuit is filed (collectively, "Claims"), arising out of or in any way connected with the Running Event, including but not limited to Claims arising from or in any way connected with set-up or dismantling activities; and from any and all Claims, which are alleged or claimed to be arising from or in connection with (i) the sole or contributory negligence (active or passive) of EndorFun, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants, or customers; (ii) the negligence of the Indemnified Parties arising out of Running Event; (iii) the intentional wrongful acts and omissions of EndorFun, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants or customers; (iv) the City's obligations pertaining to defective conditions in the Running Event Facilities and any allegations of dangerous condition of public property or premises liability for the property of the Indemnified Parties; (v) the failure of EndorFun, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants or customers to comply and conform with all applicable Laws; (vi) the Running Event or any portion thereof obstructing physical access to property; and (vii) the Running Event or any portion thereof causing a nuisance, including Claims in the nature of nuisance.

B. The provisions of this article are independent of, and will not be limited by, any insurance required to be obtained by EndorFun pursuant to this Agreement or otherwise obtained by EndorFun, and shall survive the expiration or earlier termination of this Agreement.

### **6.2. Insurance Coverage.**

A. EndorFun shall obtain and keep in force at all times during the set-up, staging and dismantling of the Running Event 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) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iii) contractual liability under this Agreement.

- 2) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- 3) Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- 4) If approved to dispense alcohol, Liquor Liability Insurance in the amount of One Million Dollars (\$1,000,000).

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

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

D. 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.

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 or similar rating service approved by the City.

F. EndorFun will obtain insurance policies that waive 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 or EndorFun.

## **ARTICLE VII - DEFAULT AND REMEDIES**

7.1 **Default.** The following shall be deemed events of default ("Default") under this Agreement:

A. **By City.** Failure of City to perform or comply with its obligations or responsibilities hereunder, which is not cured within thirty (30) days following receipt by City of written notice from the EndorFun specifying with particularity the Default so claimed, or if such Default cannot be reasonably cured within such thirty (30) day period, then so much additional time as is reasonably necessary provided that City commences to

cure within such thirty (30) day period and thereafter diligently and continuously proceeds to cure the Default;

B. By EndorFun.

- 1) Failure of EndorFun to perform or comply with its obligations or responsibilities hereunder, which is not cured within thirty (30) days following receipt by EndorFun of written notice from the City specifying with particularity the Default so claimed, or if such Default cannot be reasonably cured within such thirty (30) day period, then so much additional time as is reasonably necessary provided that EndorFun commences to cure within such thirty (30) day period and thereafter diligently and continuously proceeds to cure the Default;
- 2) Failure of EndorFun to conduct the Running Event every year during the Term;
- 3) In the event EndorFun makes a voluntary assignment for the benefit of its creditors; and
- 4) In the event EndorFun shall file a voluntary petition in bankruptcy or becomes the subject of an involuntary petition in bankruptcy which is not discharged within sixty (60) days after the filing of such involuntary petition in bankruptcy.

7.2 Remedies.

A. In the event of a Default by a party in the performance of its obligations and duties as provided in this Agreement which is not cured within any curative period provided herein, the other party shall have the right to immediately file an action with a court of competent jurisdiction requesting an order granting any and all appropriate remedies, legal and equitable, including, without limitation, injunctive relief, specific performance, termination of this Agreement, damages and/or an order requiring or precluding the conduct of the Running Event or any portion thereof. The Parties hereto shall comply with the terms and conditions of any such order until the order is subsequently modified or revoked by such court or overruled pursuant to an appeal thereof filed by any party hereto; provided, however, that until a court order is obtained establishing the rights and obligations of the Parties pursuant to this Agreement and the Default of a party in the performance of its obligations and duties hereunder, no party shall be excused from performance of its respective obligations pursuant to this Agreement except as otherwise specifically provided in this Agreement to the contrary.

B. The provisions of this Section 7.2 are subject to the rights of termination set forth in Section 7.3 below.

C. In no event shall either party be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Agreement or the Running Event.

7.3 Termination. Notwithstanding anything contained in Section 7.2 above to the contrary, the applicable parties shall have the right to terminate this Agreement by written notice to the other parties as follows:

A. By City. The City may terminate this Agreement by written notice to EndorFun by reason of any Default specified in Section 7.1B.

B. By EndorFun. EndorFun may terminate this Agreement by written notice to the City by reason of any Default specified in Section 7.1A.

C. By Court. A court of competent jurisdiction may terminate this Agreement pursuant to Section 7.2 above following any Default specified in Section 7.1A. or Section 7.1 B.1) above which is not cured within the applicable curative period provided therein.

## ARTICLE VIII - MISCELLANEOUS

### 8.1 Notices.

A. Any and all notices to be given to EndorFun under this Agreement or required by applicable Laws to be given to EndorFun may be given or served by certified or registered letter deposited in the U.S. Mail with postage prepaid, overnight courier, or facsimile, addressed to:

EndorFun Sports, L.L.C.  
1200 Eden Isle Blvd. N.E.  
St. Petersburg, Florida 33704  
512-608-5857  
Attn: Keith Jordan

B. Any and all notices to be given to the City under this Agreement or required by applicable Laws to be given to the City may be given or served by certified or registered letter deposited in the U.S. Mail with postage prepaid, overnight courier, or facsimile, addressed to:

City of St. Petersburg  
175 5<sup>th</sup> Street North  
St. Petersburg, Florida 33701  
727-892-5065  
Attn: Joseph Zeoli

With a copy to:  
City of St. Petersburg

P.O. Box 2842  
St. Petersburg, Florida 33731  
727-893-7401  
Attn: City Attorney's Office

C. All notices shall be deemed given or served upon receipt. Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of this Article 8.1, which notice shall be effective upon receipt by the other party.

8.2 Assignment. EndorFun shall not assign this Agreement, or any part thereof, without first obtaining the written consent of City, which consent may be withheld by City at its sole discretion. Any assignment of this Agreement contrary to this Article 8.2, whether voluntary or involuntary, shall be void and shall confer no rights upon an assignee.

8.3 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 EndorFun shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

8.4 Severability. In the event that any portion of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

8.5 Applicable Law and Venue. This Agreement shall be deemed to have been executed, delivered and performed in the State of Florida and it shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state courts 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.

8.6 Parties in Interest. All agreements made and entered into in connection with the transactions contemplated herein shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns.

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

8.9 Relationship of Parties. This Agreement does not in any way constitute EndorFun as the agent, employee or legal representative of the City for any purpose whatsoever. EndorFun is in all respects an independent contractor and nothing contained in this Agreement shall create or be construed as creating a partnership or joint venture between the City and EndorFun.

8.10 Nondiscrimination. EndorFun shall not discriminate against anyone in the use of the Running Event Facilities or the participation in the Running Event or the Health & Fitness Expo because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

8.11 Force Majeure. Each party shall be excused from performance of its obligations hereunder when such performance has been delayed, hindered or prevented by any cause or causes beyond such party's reasonable control, which shall include, without limitation, labor disputes, riots, civil commotion or insurrection, war, war-like operations, or terrorist acts, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God. In the event any Running Event Facility or portion thereof is destroyed or substantially damaged at any time during the Term by fire, casualty or other cause, the City shall not be required to repair or rebuild such Running Event Facility or portion thereof. If the Running Course set forth in Exhibit A and/or Running Event Facilities set forth in Exhibit B are unavailable due to circumstances beyond the City's control, the parties shall mutually agree in writing on a revised Exhibit A and/or Exhibit B.

8.12 Consent and Action by City.

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

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

8.13 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.

8.14 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the entire agreement between the Parties pertaining to the subject matters covered hereby and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement.

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

8.16 Survival. All obligations (including indemnity and payment obligations) or rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

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

**CITY OF ST. PETERSBURG, FLORIDA:**

**ATTEST:**

By: \_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
City Clerk

Print: \_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

**ENDORFUN SPORTS, L.L.C.**

**WITNESSES**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**Approved as to Content and Form:**

\_\_\_\_\_  
City Attorney (Designee)

Document No. 297761

**Attachments:**

Exhibit A - Running Course

Exhibit B – Running Event Facilities

Exhibit C - Estimated Costs and Expenses City Services and City Permit and Use Fees

Exhibit D – City Funding Performance Criteria

**Exhibit A**  
**Running Course**

To be provided

**Exhibit B**  
**Running Event Facilities**

To be provided

**Exhibit C**  
**Estimated Costs and Expenses**  
**City Services, City Permit & Use Fees**

To be provided

**Exhibit D  
City Funding Performance Criteria**

	<u>2017 Running Event</u>	<u>2018 Running Event</u>	<u>2019 Running Event</u>
Half-Marathon and/or Marathon Entrant Goal ("Entrant Goal") *	3,000	6,000	8,000
Minimum Number of Half-Marathon And/or Marathon Entrants Required To Receive Any City Funding **	1,500	3,000	4,000

In order to receive funding from the City as described in Article 3.7 of the Agreement, EndorFun shall meet the following performance criteria:

**Full City Funding**

To receive full City funding described in Article 3.7 (i.e. \$30,000 per Running Event), the number of actual Half-Marathon and/or Marathon entrants must be equal to or greater than the Entrant Goal for the Running Event stated above. For example: if actual Half-Marathon and/or Marathon entrants for the 2017 Running Event equals 3,500, EndorFun would receive the full amount of City funding as described in Article 3.7 (\$30,000) for the 2017 Running Event.

**Partial City Funding**

If actual number of Half-Marathon and/or Marathon entrants is below the Entrant Goal but above the Minimum Number of Half-Marathon and/or Marathon Entrants Required for the Running Event, the amount of City funding that EndroFun will receive shall be calculated by dividing the actual number of Half-Marathon and/or Marathon entrants by the Entrant Goal for the Running Event stated above, with this result (percentage) multiplied by \$30,000. For example: if actual Half-Marathon and/or Marathon entrants for the 2017 Running Event equals 2,500, City funding would be: \$24,990 for the 2017 Running Event (2,500 actual / 3,000 goal = 83.3% x \$30,000 full funding amount).

**No City Funding**

If number of actual Half-Marathon and/or Marathon entrants is below Minimum Number of Half-Marathon and/or Marathon Entrants Required for the Running Event as stated above, no City funding will be provided. For example: if actual Half-Marathon and/or Marathon entrants for the 2017 Running Event equals 1,250, EndorFun would not receive any City funding for the 2017 Running Event.

\* Entrant Goal based upon Endorfun proposal dated April 21, 2016, with 2017 Entrant Goal adjusted to compensate for delayed start date of the Agreement.

\*\* Minimum number of Half-Marathon and/or Marathon entrants required is 50% of Entrant Goal

**ST. PETERSBURG CITY COUNCIL**

**Meeting of December 1, 2016**

- TO:** The Honorable Amy Foster, Chair, and Members of City Council
- SUBJECT:** ORDINANCE \_\_\_\_\_-H modifying the Comprehensive Plan to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element.
- REQUEST:** It is requested that a proposed modification to the Local Government Comprehensive Plan related to the annual update of the Capital Improvements Element be approved.

Detailed analysis of the proposed modification is provided in the attached Staff Report to the Community Planning & Preservation Commission (City File LGCP-CIE-2016).

**RECOMMENDATION:**

Administration: The Administration recommends APPROVAL of the proposed ordinance.

Community Planning & Preservation Commission: On November 8, 2016 the Community Planning & Preservation Commission (CPPC) conducted a public hearing on this matter and approved by a vote of 7 to 0.

Public Input: The Planning & Economic Development Department did not receive any phone calls, visitors or correspondence regarding these amendments.

Recommended City Council Action: 1) CONDUCT the first reading of the proposed ordinance; AND 2) SET the second reading and public hearing for December 15, 2016.

Attachments: Proposed Ordinance including CIP schedules, Staff Report and Roadway Data and Analysis.

ORDINANCE NO. \_\_\_\_-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY GRANTS CAPITAL PROJECTS FUND (3004), NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENTS FUND (3027), RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), TRANSPORTATION IMPACT FEES CAPITAL PROJECTS FUND (3071), DOWNTOWN PARKING CAPITAL IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL PROJECTS FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093). FOR THE FISCAL YEARS 2017 THROUGH 2021; ADOPTING THE FDOT DISTRICT 7 ROAD CAPACITY PROJECTS REPORT FOR THE FISCAL YEARS 2017 THROUGH 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, policies and objectives to guide the development and redevelopment of the City; and

WHEREAS, the City has adopted level of service (LOS) standards for potable water, sanitary sewer, drainage, solid waste, recreation and open space; and

WHEREAS, the Comprehensive Plan includes a Capital Improvements Element containing five-year capital improvement schedules of costs and revenue sources for capital improvements necessary to achieve and/or maintain the City's adopted LOS standards; and

WHEREAS, the Capital Improvements Element of the City's Comprehensive Plan, including the five-year capital improvement schedules of costs and revenue sources, must be reviewed by the City on an annual basis pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, the City has reviewed the Capital Improvements Element for Fiscal Year 2016-2017 and has revised the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2017 through 2021, as set forth in Exhibits A through L attached to this ordinance; and

WHEREAS, the five-year capital improvement schedules of costs and revenue sources for the Florida Department of Transportation (FDOT) District 7 Road Capacity Projects have been reviewed and revised for Fiscal Years 2017 through 2021, as set forth in Exhibit L attached to this ordinance; and

WHEREAS, the City desires to modify its Capital Improvements Element to update the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2017 through 2021; and

WHEREAS, modifications of the Capital Improvements Element to update the five-year capital improvements schedules may be accomplished by ordinance pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, under F.S. § 163.3177(3)(b), such modifications of the Capital Improvements Element to update the five-year capital improvements schedules may not be deemed to be amendments to the City's Comprehensive Plan; and

WHEREAS, the Community Planning and Preservation Commission has reviewed the proposed updated five-year capital improvements schedules of costs and revenue sources at a public hearing on November 8, 2016, and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the City Administration and the Community Planning and Preservation Commission, and the comments received during the public hearing conducted by the City Council on this matter, finds that the proposed modifications of the Capital Improvements Element to update the five-year capital improvements schedules are in the best interests of the City; now, therefore,

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

Section 1. Chapter 10, the Capital Improvements Element of the Comprehensive Plan, is hereby modified and updated by deleting pages CI15-CI25 containing the existing fund summaries for Fiscal Years 2016 through 2020, and by replacing such deleted pages with the attached Exhibits A through L containing the fund summaries for Fiscal Years 2017 through 2021:

Exhibit

Fund Summary

- A General Capital Improvement Fund (3001)
- B Bicycle/Pedestrian Safety Grants Capital Projects Fund (3004)
- C Neighborhood & Citywide Infrastructure Capital Improvement Fund (3027)
- D Recreation and Culture Capital Improvement Fund (3029)
- E Transportation Impact Fees Capital Projects Fund (3071)
- F Downtown Parking Capital Improvement Fund (3073)
- G Water Resources Capital Projects Fund (4003)
- H Stormwater Drainage Capital Projects Fund (4013)
- I Airport Capital Projects Fund (4033)
- J Marina Capital Projects Fund (4043)
- K Port Capital Improvement Fund (4093).
- L FDOT District 7 Road Capacity Projects (Exhibit L lists projects for which the City has no funding responsibility)

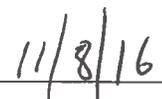
Section 2. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 3. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5<sup>th</sup>) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing of such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

REVIEWED AND APPROVED AS TO  
FORM AND CORRECTNESS:

City File: LGCP-CIE-2016

  
\_\_\_\_\_  
City Attorney/Designee

  
\_\_\_\_\_  
Date

  
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Planning & Economic Development Dept.

  
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Date



**Staff Report to the St. Petersburg Community Planning & Preservation Commission**  
Prepared by the Planning & Economic Development Department,  
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on November 8, 2016  
at **3:00 p.m.**, in the City Council Chambers, City Hall,  
175 Fifth Street North, St. Petersburg, Florida.

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**City File #LGCP-CIE-2016**

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**Request**

City Administration requests that the Comprehensive Plan be modified to implement legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE). Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary.

Changes to the growth management laws in 2011 resulted in the following changes to the CIE modification process from prior years:

1. The CIP is no longer required to be financially feasible. (Regardless of this change, the City's budget remains in balance and the CIP continues to be financially feasible as explained further in this report and as reflected in the CIP schedules.)
2. The annual CIE update is now considered a modification to the Comprehensive Plan and not an amendment, therefore can now be adopted by ordinance. (Pursuant to the 2011 Community Planning Act, the City can modify its CIE faster as there is no longer state and regional agency review. The ordinance will continue to require public hearings by the Community Planning & Preservation Commission and City Council.)
3. Capital projects must be identified as either funded or unfunded and given a level of priority for funding. (All projects listed in the City's CIP are considered priority and are fully funded. There are no unfunded or partially funded projects in the City's budget.)

4. The statutory provisions for school concurrency were rescinded. At its September 7, 2011 meeting the Pinellas Schools Collaborative recommended that the County and municipalities work toward an updated Public Schools Interlocal Agreement to reflect the change. On July 26, 2012 the St. Petersburg City Council approved a new Public Schools Interlocal Agreement which rescinded school concurrency requirements while continuing the City's residential development reporting and school planning coordination responsibilities. On February 21, 2013 the St. Petersburg City Council approved modifications to the Comprehensive Plan which deleted provisions related to the implementation of school concurrency, including the requirement to adopt the Pinellas County School Board's Five Year Work Program by reference in the CIE Annual Update.
5. The statutory provisions for transportation concurrency were rescinded. In the absence of state imposed transportation concurrency management requirements, the Pinellas County Metropolitan Planning Organization (MPO) authorized a multi-jurisdictional task force to develop a countywide approach to manage the transportation impacts associated with development or redevelopment projects through local site plan review processes. The task force created the Pinellas County Mobility Plan, which was adopted by the MPO in September 2013, and called for the renaming the Transportation Impact Fee Ordinance the Multimodal Impact Fee Ordinance. On March 3, 2016 the St. Petersburg City Council approved amendments to the Future Land Use, Transportation, Capital Improvements and Intergovernmental Coordination elements of the Comprehensive Plan in order to ensure consistency with the countywide approach to managing transportation impacts associated with development or redevelopment projects. The City no longer has a LOS standard for major roads, but the vast majority of the City's major roads operate at the City's previous standard of "D," or better, based on the Pinellas County MPO's 2016 LOS Report. Four major road segments not on the Interstate system operate at LOS "E" or "F," which have a total length of 3.7 miles. The total distance of the City's major roadways not including the Interstate system is 211.8 miles. Consequently, only 1.8% of the major roads not on the Interstate system are deficient. This is partly due to the street network's efficient grid pattern and history of providing extensive road capacity improvements citywide. The City will continue to work with the Florida Department of Transportation and Pinellas County to identify and fund cost feasible capacity improvements on LOS "E" and "F" roadways that do not have a significantly negative impact on established residential and commercial developments. In terms of traffic impact review for land development projects, transportation management plans, and in some cases traffic studies, are required for large development projects (51 new peak hour trips or more) that impact deficient roads, which are defined countywide as major roads operating at peak hour LOS "E" and "F" and/or volume-to-capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years.

The attached proposed ordinance modifies the CIE and replaces the existing schedules with new five-year capital improvement schedules (Exhibits A through L) for FY 2017 through FY 2021. These twelve schedules itemize projects over \$250,000 which maintain or improve the City's adopted LOS (level of service) standards for the following public facilities: potable water, sanitary sewer, solid waste, drainage, and recreation and open space. Due to their importance in

the future growth and development of the City, capital projects related to the City's transportation network are also included.

### **Concurrency**

Concurrency means that the necessary public facilities and services to maintain the adopted LOS standards are available when the impacts of development occur. The schedules of capital improvements that are part of the CIE contain prioritized projects meant to ensure that adequate levels of service are maintained.

The City has adopted LOS standards for the following public facilities and services: potable water, sanitary sewer, solid waste, drainage, and recreation and open space. The City is in the unique position of having excess public facility capacity, with the exception of portions of the drainage system. The City's CIP projects generally fall under the category of "replacement" and "maintenance" rather than "new" facilities or even "expansion" of existing facilities, largely due to the built-out nature of St. Petersburg. The adopted LOS standards for all of the City's public facilities and services are being maintained.

### **Potable Water**

Under the existing interlocal agreement with Tampa Bay Water (TBW), the City's 2016 potable water demand is approximately 28.8 million gallons per day (mgd). While the City's adopted LOS standard for potable water use is 125 gallons per capita per day, it is estimated that the actual per capita demand is 79 gallons per capita per day. With an overall potable water system capacity of 68 million gallons per day, there is more than adequate capacity to meet demand. Due to the excess capacity in the water system, no additional capital expenditures are anticipated beyond those concerning replacement, maintenance and efficiency, energy conservation and modernization (see Exhibit G, Fund 4003).

### **Sanitary Sewer**

In the beginning of 2015, the City's aggregated sanitary sewer system capacity for its four wastewater treatment facilities was 68.4 mgd, while the average flow rate was 37.85 mgd, resulting in an estimated excess capacity of 30.55 mgd. In April 2015, the Albert Whitted Water Reclamation Facility (WRF) was closed and the wastewater flow was transferred to the Southwest WRF, reducing the overall sanitary sewer system capacity to 56.0 mgd from 68.4. Following three (3) major rain events, the Water Resources Department is currently evaluating the need for additional capacity. City staff anticipates that the results of this evaluation will be included in future reports for subsequent annual updates.

### **Sanitation/Solid Waste**

Solid waste *collection* is the responsibility of the City, while all solid waste *disposal* is the responsibility of Pinellas County. The City and the County have the same designated level of service (LOS) of 1.3 tons per year per person, while there is no generation rate for nonresidential uses. The City's actual demand for solid waste service is approximately 1.2 tons per person per year, less than the adopted LOS standard. For 2015, the overall county demand for solid waste service was approximately 0.97 tons per person per year. 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 (WTE) facility and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations. While the WTE facility incinerated 868,083 tons of garbage in 2015, it has the capacity to burn 985,500 tons per year. The Bridgeway Acres landfill has approximately 30 years remaining, based on current grading and disposal plans. There are no solid waste related projects listed in the capital improvement schedules.

### **Drainage/Stormwater**

Prior to the development or redevelopment of any property in the City, site plan approval is required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD (Southwest Florida Water Management District) stormwater management criteria. The City's Stormwater Management Master Plan (SMMP) contains detailed information on the 26 basins that comprise the stormwater management area. The SMMP includes 85 projects. It is estimated that the City will spend an average of \$6 million per year over a 20 year horizon to complete the projects. SWFWMD grants are listed under funding resources in Exhibit H, Fund 4013, with the City match coming from "Penny for Pinellas" funds which are listed in Exhibit C, Fund 3027.

### **Recreation & Open Space**

While the City has adopted a LOS standard of nine (9) acres of recreation and open space per 1,000 resident population, it enjoys an estimated 28.1 acres per 1,000. There are no recreation or cultural projects listed in the capital improvement schedules to address LOS deficiencies.

### **Financial Feasibility**

While 2011 legislative changes no longer require the CIP to be financially feasible, the City continues to demonstrate a balanced program. Financial feasibility means that sufficient funding sources (revenues) are available for financing capital improvement projects (expenses) intended to achieve and maintain the adopted LOS standards. St. Petersburg accomplishes this by following fiscal policies that are codified in the City's Administrative Policies and Procedures:

1. General Fiscal Policy I.A.4. – "The city shall prepare and implement a Capital Improvement Program (CIP) consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the city's Comprehensive Plan, within the fiscal capabilities and limitations of the city."
2. General Fiscal Policy I.A.5. – "The city shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met."

3. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.1.a. – “Revenue projections for the one-year Capital Improvement Program Budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings and bond market conditions.”
4. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.2.a. – “Capital projects shall be justified in relation to the applicable elements of the City’s Comprehensive Plan.”

### **Capital Improvement Budget**

Each year the City Council approves an operating budget and a capital improvement budget. The capital improvement budget is the first year of the five-year Capital Improvement Program (CIP). The Capital Improvements Element of the Comprehensive Plan includes the five-year CIP along with 12 exhibits which are fund summaries for the various capital improvement funds. The fund summaries provide detailed revenue sources and project expenditure amounts, by fund, for FY17 through FY21. All funds are balanced in all years.

### **Compliance with the Comprehensive Plan**

Early in each calendar year, the Planning & Economic Development Department reviews the proposed capital improvement projects for the next fiscal year’s budget to make sure the projects comply with the requirements of the Comprehensive Plan objective and policies identified below.

The attached proposed ordinance and CIP schedules have been prepared to update the Capital Improvements Element of the Comprehensive Plan. The proposed CIP schedules do not commit the City to any financial expenditure beyond those itemized in the annual Capital Improvement Program (CIP) Budget. The following objective and policies from the Capital Improvements Element of the Comprehensive Plan are applicable to this annual update.

#### **Policy CI1.1:**

Those projects exceeding \$250,000, identified in the other elements of the Comprehensive Plan as necessary to maintain or improve the adopted level of service standards and which are of relatively large scale and high costs, shall be included in the Capital Improvement Element.

#### **Objective CI5:**

To demonstrate the City's ability to provide for needed improvements identified in the other elements of the Comprehensive Plan, the City shall develop and adopt the capital improvement schedule, as part of the Comprehensive Plan. The Capital Improvement Schedule shall include: a schedule of projects; funding dates; all costs reasonably associated with the completion of the project; and demonstrate that the City has the

necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development.

Policy CI5.1:

Proposed capital improvement projects must be reviewed by the planning department based on the following:

- A. General consistency with the Comprehensive Plan - projects found inconsistent with the Comprehensive Plan shall not be approved until appropriate revisions are made to the project and/or the Comprehensive Plan to achieve consistency.
- B. Evaluation of projects regarding the following eight areas of consideration from the State Comprehensive Planning Regulations:
  - 1. Elimination of Public Hazards;
  - 2. Elimination of Existing Capacity Deficits;
  - 3. Local Budget Impact;
  - 4. Locational Needs Based on Projected Growth Patterns (Activity Centers);
  - 5. Accommodation of New Development and Redevelopment Service Demands;
  - 6. Correction or replacement of obsolete or worn-out facilities;
  - 7. Financial Feasibility; and
  - 8. Plans of State Agencies and Water Management Districts that provide public facilities within the Local Government's jurisdiction.

The planning department shall advise the Department of Budget and Management of its findings regarding these eight areas of consideration to assist said Department with the ranking and prioritization of capital improvement projects.

**Recommended Action**

Staff recommends that the Community Planning & Preservation Commission, in its capacity as the City's Local Planning Agency, recommend to City Council **APPROVAL** of the attached ordinance modifying the Capital Improvements Element based on consistency with the Comprehensive Plan and compliance with statutory requirements.

Attachments: Proposed Ordinance and Exhibits A through L (CIP Schedules)

**GENERAL CAPITAL IMPROVEMENT FUND (FUND 3001)  
2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			17	18	19	20	21	
RESOURCES	Actual	16	16	(000s omitted)					15-21
Beginning Balance	3,256								3,256
Bond Proceeds/TIF	0	0	60,000	0	0	0	0	0	60,000
Earnings on Investments	38	30	218	248	200	150	100	50	1,034
Grants/External Funding:									
Cent Ave Bus Rapid Trans (BRT) Corridor	8	0	910	0	0	0	0	0	918
City Trails Bicycle Trails USF St Pete	58	0	39	0	0	0	0	0	97
City of Gulfport Contribution/49th St Imp	66	0	7	0	0	0	0	0	72
FBIP - Bay Vista Boat Ramp	140	0	0	0	0	0	0	0	140
FDEP/LWCF - Grandview Park	44	0	0	0	0	0	0	0	44
FDOS- Division of Cult. Affairs (Mahaffey)	0	0	1,500	0	0	0	0	0	1,500
FDOT - Intermodal Facility Study	112	0	95	0	0	0	0	0	207
FDOT - District 7 ROW Landscape Impr	785	0	3,911	0	0	0	0	0	4,696
FDOT/157235 11th A/S over Booker Creek	0	0	0	0	0	3,750	0	0	3,750
FDOT/157117 MLK S over Booker Creek	0	0	0	350	0	3,400	0	0	3,750
FEMA- USDHS AFG Grant FY14	0	0	479	0	0	0	0	0	479
HUD/EDI Grants(1) - Jordan School	46	0	12	0	0	0	0	0	58
LWCF Lake Maggiore Park Improvements	41	0	135	0	0	0	0	0	176
USD01 - Demens Landing Park Boat Ramp	187	0	0	0	0	0	0	0	187
USD01-Grandview Park Boat Ramp Const	0	0	38	0	0	0	0	0	38
Other	240	0	0	0	0	0	0	0	240
Transfers From:									
General Fund	0	0	2,200	0	0	0	0	0	2,200
General Fund-Public Safety	1,000	0	250	0	625	625	375	375	3,250
Intown West Tax Increment District	150	0	0	0	0	0	0	0	150
South St. Petersburg Redev. District	0	0	418	0	0	0	0	0	418
Downtown Redev. District Fund-Pier	5,200	0	273	0	0	0	0	0	5,473
Downtown Redev. District Fund-Intown	211	200	0	200	200	200	200	200	1,411
Preservation Reserve	0	0	970	0	0	0	0	0	970
Fleet Operating Fund	800	0	0	0	0	0	0	0	800
Municipal Office Buildings Fund	400	740	0	2,000	1,770	850	1,500	1,150	8,410
<b>TOTAL RESOURCES</b>	<b>12,781</b>	<b>970</b>	<b>71,454</b>	<b>2,798</b>	<b>2,795</b>	<b>8,975</b>	<b>2,175</b>	<b>1,775</b>	<b>103,723</b>
<b>REQUIREMENTS</b>									
<b>Transportation System Management:</b>									
Intown Streetscape Improvements	200	200	0	200	200	200	200	200	1,400
<b>Public Buildings and Grounds:</b>									
MOB Repairs and Improvements	400	740	0	2,000	1,770	850	1,500	1,150	8,410
Pier Approach	0	0	20,000	0	0	0	0	0	20,000
Pier Visioning	9,727	0	40,273	0	0	0	0	0	50,000
<b>Bridge Reconstruction/Replacement</b>									
157235 11th A/S over Booker Cr. (+ 3027)	0	0	0	0	0	3,750	0	0	3,750
157117 MLK South Over Booker Creek	0	0	0	350	0	3,400	0	0	3,750
<b>Projects not in the CIE</b>	<b>6,806</b>	<b>0</b>	<b>5,804</b>	<b>50</b>	<b>44</b>	<b>43</b>	<b>105</b>	<b>135</b>	<b>12,987</b>
<b>TOTAL REQUIREMENTS</b>	<b>17,134</b>	<b>940</b>	<b>66,077</b>	<b>2,600</b>	<b>2,014</b>	<b>8,243</b>	<b>1,805</b>	<b>1,485</b>	<b>100,297</b>
Increase/(Decrease) in Fund Balance		30	5,127	(177)	156	108	(5)	(85)	
Beginning Balance		(4,352)	(4,322)	805	628	784	891	886	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>(4,352)</b>	<b>(4,322)</b>	<b>805</b>	<b>628</b>	<b>784</b>	<b>891</b>	<b>886</b>	<b>801</b>	

**BICYCLE/PEDESTRIAN SAFETY CAPITAL IMPROVEMENT FUND (Fund 3004)  
2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17	18	Estimate 19	20	21	Total 15-21
			(000s omitted)						
<b>RESOURCES</b>									
Beginning Balance	294								294
Earnings on Investments	1	0	0	0	0	0	0	0	1
Grants:									
Bayway Trail North - Phase II	1,720	0	218	0	0	0	0	0	1,938
Bicycle Facility - 30th Ave N. MLK to 58th St	62	2,734	(62)	0	0	0	0	0	2,734
Bicycle Lanes - Priority Projects Phase II	22	0	894	0	0	0	0	0	916
FDOT - 38th/40th Ave Median Project	484	0	131	0	0	0	0	0	615
FDOT - 54th Ave South Right Turn Lane	264	0	0	0	0	0	0	0	264
FDOT- HSIP Downtown Bulbouts	0	0	0	0	1,338	1,335	0	0	2,673
FDOT LAP - Ped Crosswalk Enhancements	106	0	797	0	0	0	0	0	902
FDOT LAP- 112th Avenue N/4th Street	113	0	13	0	0	0	0	0	126
FDOT LAP - Walter Fuller Park Trail	345	0	76	0	0	0	0	0	421
FDOT LAP - Treasure Island Trail	76	0	1,217	0	0	0	0	0	1,294
FDOT LAP - Sexton Elementary	0	48	(1)	0	0	295	0	0	342
Pinellas Trail Extension Landscaping	9	0	342	0	0	0	0	0	351
<b>TOTAL RESOURCES</b>	<b>3,497</b>	<b>2,782</b>	<b>3,625</b>	<b>0</b>	<b>1,338</b>	<b>1,630</b>	<b>0</b>	<b>0</b>	<b>12,872</b>
<b>REQUIREMENTS</b>									
	Appropriation as of 9/30/15								
<b>Bicycle/Pedestrian Improvements:</b>									
HSIP Downtown Bulbouts	0	0	0	0	1,338	1,335	0	0	2,673
Sexton Elementary Sidewalk	0	48	(1)	0	0	295	0	0	342
<b>Projects not in the CIE</b>	<b>5,779</b>	<b>2,734</b>	<b>1,049</b>	<b>0</b>	<b>33</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>9,677</b>
<b>TOTAL REQUIREMENTS</b>	<b>5,779</b>	<b>2,782</b>	<b>1,048</b>	<b>0</b>	<b>1,371</b>	<b>1,712</b>	<b>0</b>	<b>0</b>	<b>12,692</b>
Increase (Decrease) in Fund Balance		0	2,577	0	(33)	(82)	0	0	
Beginning Balance		(2,283)	(2,283)	294	294	261	179	179	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>(2,283)</b>	<b>(2,283)</b>	<b>294</b>	<b>294</b>	<b>261</b>	<b>179</b>	<b>179</b>	<b>179</b>	

**NEIGHBORHOOD AND CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (FUND 3027)  
2017-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17 (000s omitted)	18	Estimate 19	20	Total 15-20
<b>RESOURCES</b>								
Beginning Balance	22,087							22,087
Local Option Sales Surtax	10,728	9,044	0	10,271	11,866	12,070	2,710	56,689
Earnings on Investments	292	290	60	350	350	350	100	1,792
Pinellas County Interlocal Agreements:								
Sidewalks	0	1,700	0	0	0	0	0	1,700
West Central Avenue	0	0	0	4,300	0	0	0	4,300
Other	10	0	0	0	0	0	0	10
<b>TOTAL RESOURCES</b>	<b>33,117</b>	<b>11,034</b>	<b>60</b>	<b>14,921</b>	<b>12,216</b>	<b>12,420</b>	<b>2,810</b>	<b>86,578</b>
Appropriation as of 9/30/15								
<b>REQUIREMENTS</b>								
<b>Street &amp; Road Improvements:</b>								
Street and Road Improvements	4,500	4,500	(2)	4,500	4,500	4,500	1,485	23,983
Curb Replacement/Ramps	0	500	0	500	500	500	165	2,165
Sidewalk Reconstruction	0	600	0	600	600	600	198	2,598
Alley Reconstruction - Unpaved	300	300	(3)	0	300	0	0	897
<b>Railway Crossing Improvements:</b>								
9th A/N at 19th Street	0	0	0	0	50	255	0	305
<b>Transportation &amp; Parking Management:</b>								
Bicycle Pedestrian Facilities	600	100	0	100	100	100	33	1,033
Comp Streetscaping/Greenscaping	1,000	250	(200)	250	250	250	83	1,883
Neighborhood Trans Mgmt Program	397	100	0	100	100	100	33	830
Sidewalks- Expansion Program	0	0	0	350	350	350	132	1,182
Traffic Signal Mast Arm Programs	0	0	0	300	300	300	0	900
Complete Streets (Also in 3071)	0	0	0	450	450	450	140	1,490
Sidewalks- Neighborhood & ADA Ramps	0	70	0	100	100	100	33	403
Wayfinding Signage and Sign Replacement	400	150	0	150	150	150	50	1,050
<b>Bridge Reconstruction/Replacement:</b>								
Bridge Reconstruction/Load Testing	500	250	(1)	300	350	400	149	1,948
11th A/S over Booker Creek (also in 3001)	100	0	0	650	0	1,675	0	2,425
157184 Bayou Gd Blvd, N of Tnglwd	0	0	0	0	80	1,320	0	1,400
157186 Venetian Blvd, W of Shore Acres	0	0	0	0	0	195	429	624
<b>Channel Dredging:</b>								
Emergency Dredging Small Boat Channels	0	50	0	50	50	50	17	217
Dredging Arterial Channels FY17	0	0	0	400	0	0	0	400
<b>Stormwater Management Projects (also in 4013):</b>								
8th A/S at 44th S/S	0	750	0	823	0	0	0	1,573
Drainage Line Rehab/Replacement	0	700	0	700	700	700	231	3,031
Stormwater Vaults	0	300	0	0	300	0	99	699
<b>Economic Development Infrastructure:</b>								
Innovation District	0	0	0	500	0	0	0	500
Warehouse Arts District Action Plan	0	0	0	1,000	0	0	0	1,000
West Central Avenue Streetscape	0	0	0	4,300	0	0	0	4,300
Seawall Renovation & Replacement	1,600	400	0	0	800	400	132	3,332
<b>Projects not in the CIE</b>	<b>20,076</b>	<b>4,312</b>	<b>(294)</b>	<b>150</b>	<b>456</b>	<b>777</b>	<b>539</b>	<b>26,016</b>
<b>TOTAL REQUIREMENTS</b>	<b>29,473</b>	<b>13,332</b>	<b>(499)</b>	<b>16,273</b>	<b>10,486</b>	<b>13,172</b>	<b>3,946</b>	<b>86,182</b>
Increase/(Decrease) in Fund Balance		(2,298)	559	(1,352)	1,730	(752)	(1,136)	
Beginning Balance		3,644	1,346	1,906	554	2,284	1,532	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>3,644</b>	<b>1,346</b>	<b>1,906</b>	<b>554</b>	<b>2,284</b>	<b>1,532</b>	<b>395</b>	

## Notes:

- 1) Projects shown in the plan for years 2017-2020 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.
- 2) In FY16, as provided for in an interlocal agreement with Pinellas County, \$1.7 million was programmed as a resource from Pinellas County and is being used to fund the installation of missing sidewalk segments along county roads within the city.
- 3) In FY17, as provided for in an interlocal agreement with Pinellas County, \$4.3 million is programmed as a resource from Pinellas County and will be used to provide for Central Avenue improvements between Park Street and 58th Street.

**RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (FUND 3029)  
2017-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17 18		Estimate 19 20		Total 15-20
				(000s omitted)				
<b>RESOURCES</b>								
Beginning Balance	10,002							10,002
Local Option Sales Surtax	6,041	6,093	0	7,268	8,086	8,619	2,209	38,316
Transfer from City Facilities Capital Imp. Fund (3031)	0	0	20	0	0	0	0	20
Earnings on Investments	118	102	0	105	125	135	80	665
<b>TOTAL RESOURCES</b>	<b>16,161</b>	<b>6,195</b>	<b>20</b>	<b>7,373</b>	<b>8,211</b>	<b>8,754</b>	<b>2,289</b>	<b>49,003</b>
<b>REQUIREMENTS</b>								
	Appropriation as of 9/30/15							
<b>Recreation/Community Centers:</b>								
Mirror Lake Complex Upgrades	615	150	0	600	0	200	0	1,565
Recreation Center Improvements	350	175	0	200	200	200	150	1,275
Refinish Gym Floors	125	0	0	125	0	0	125	375
Shore Acres Center Replacement	0	0	0	150	0	0	0	150
<b>Pool Improvements:</b>								
Swimming Pool Improvements	194	300	0	350	350	350	300	1,844
Northwest Aquatic Complex Phase II	0	0	0	0	200	1,600	0	1,800
<b>Athletic Facilities:</b>								
Athletic Complex Restrooms/Concessions	830	415	(4)	0	415	0	0	1,656
Athletic Field Lighting Improvements	1,200	0	0	0	0	250	0	1,450
Athletic Facilities Improvements	480	200	0	200	200	200	200	1,480
Dugout Improvements	120	60	0	0	60	60	0	300
Outdoor Court Facility Improvements	855	0	0	0	285	0	0	1,140
Resurface Basketball Courts	75	0	0	75	0	0	0	150
Resurface Tennis/Shuffleboard Courts	0	0	0	200	0	0	0	200
<b>Parks &amp; Open Space:</b>								
Lake Maggiore/Boyd Hill Park	2,278	500	0	500	1,000	0	0	4,278
Park Restroom Renovation/Improvements	210	0	0	210	0	210	0	630
Park Facilities Improvements	250	250	0	250	250	250	185	1,435
Parking Lot Improvements	375	125	0	125	125	125	0	875
Parks Lighting Improvements	250	125	0	125	125	125	0	750
Play Equipment Replacement (also in 3001/3027)	546	250	0	400	450	450	450	2,546
Restoration to Park Fountains/Statues	300	100	0	0	150	125	0	675
Spa Beach Improvements	125	0	0	175	0	0	0	300
<b>Sunken Gardens:</b>								
Sunken Gardens Park Improvements	480	160	0	160	200	200	66	1,266
Sunken Garden Service Elevator	0	0	0	250	0	0	0	250
Sunken Gardens Perimeter Wall Repair/Repl	0	0	0	0	0	250	0	250
<b>Projects not in the CIE</b>	<b>5,749</b>	<b>3,455</b>	<b>31</b>	<b>1,930</b>	<b>2,458</b>	<b>1,427</b>	<b>872</b>	<b>15,922</b>
<b>TOTAL REQUIREMENTS</b>	<b>15,407</b>	<b>6,265</b>	<b>28</b>	<b>6,025</b>	<b>6,468</b>	<b>6,022</b>	<b>2,348</b>	<b>42,562</b>
Assignment for Shore Acres Recreation Center	240	283	2	1,414	1,582	1,632	1,231	6,384
Increase/(Decrease) in Fund Balance		(353)	(10)	(66)	161	1,100	(1,290)	
Beginning Balance		515	162	152	86	247	1,348	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>515</b>	<b>162</b>	<b>152</b>	<b>86</b>	<b>247</b>	<b>1,348</b>	<b>58</b>	

## Notes:

1) Projects shown in the plan for years 2017-2020 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.

2) Assignments for the Shore Acres Recreation Center include \$240K in FY15, \$285K in FY16 and \$5,859 million in FY17-20. In FY16, \$264K was appropriated for the Shore Acres Park Expansion program and in FY17, \$150K is being appropriated for the Shore Acres Recreation Design. The grand total for the Shore Acres Recreation Center Project is \$6.798 million.

**TRANSPORTATION IMPACT FEES CAPITAL IMPROVEMENT FUND (FUND 3071)  
2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17 (000s omitted)	18	Estimate 19	20	21	Total 15-21
<b>RESOURCES</b>									
Beginning Balance	14,901								14,901
Earnings on Investments	158	213	16	185	185	185	185	185	1,312
Transfers:									
Carillon (District 8)	1	0	0	0	0	0	0	0	1
District 8 (Not within Subdistrict)	2	0	0	0	0	0	0	0	2
District 11 (Not within Subdistrict)	674	350	0	350	350	350	350	350	2,774
Transportation Impact Fees:									
GATISAF	158	100	0	150	200	100	100	100	908
<b>TOTAL RESOURCES</b>	<b>17,161</b>	<b>963</b>	<b>16</b>	<b>785</b>	<b>1,135</b>	<b>1,235</b>	<b>1,035</b>	<b>735</b>	<b>23,065</b>
<b>REQUIREMENTS</b>									
	Appropriation as of 9/30/15								
GATISAF Projects:									
Gateway Areawide DRI Mitigation Pro.	580	0	(487)	0	0	0	0	0	93
28th Street Trail- GATISAF	0	500	0	2,500	0	0	0	0	3,000
Carillon- Intersection Modifications	0	0	0	2,500	0	0	0	0	2,500
Bike Share	0	0	500	0	75	256	83	0	914
CityTrails - Bicycle Trails	3,520	500	0	500	75	0	0	0	4,595
Complete Streets	0	450	0	450	450	100	0	0	1,450
Downtown Int & Ped Fac	606	250	0	250	250	250	250	250	2,106
Sidewalks	200	200	0	200	200	200	100	100	1,200
Traffic Safety Program	1,130	250	0	250	250	250	250	250	2,630
Projects not in the CIE	1,746	300	(841)	0	33	53	51	60	1,402
<b>TOTAL REQUIREMENTS</b>	<b>7,782</b>	<b>2,450</b>	<b>(827)</b>	<b>6,650</b>	<b>1,333</b>	<b>1,109</b>	<b>734</b>	<b>660</b>	<b>19,890</b>
Increase/(Decrease) in Fund Balance		(1,487)	843	(5,865)	(198)	126	301	75	
Beginning Balance		9,379	7,892	8,735	2,870	2,673	2,799	3,100	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>9,379</b>	<b>7,892</b>	<b>8,735</b>	<b>2,870</b>	<b>2,673</b>	<b>2,799</b>	<b>3,100</b>	<b>3,175</b>	

**DOWNTOWN PARKING CAPITAL IMPROVEMENT FUND (FUND 3073)  
2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17 (000s omitted)	18	Estimate 19	20	21	Total 15-21
<b>RESOURCES</b>									
Beginning Balance	1,052								1,052
Earnings on Investments	15	0	22	0	0	0	0	0	37
Transfer from Parking Fund	500	782	112	850	750	300	100	200	3,594
<b>TOTAL RESOURCES</b>	<b>1,567</b>	<b>782</b>	<b>134</b>	<b>850</b>	<b>750</b>	<b>300</b>	<b>100</b>	<b>200</b>	<b>4,683</b>
<b>REQUIREMENTS</b>									
	Appropriation as of 9/30/15								
New Meter Technology	985	200	(345)	200	200	200	0	0	1,440
New Meters	0	0	0	200	50	100	100	200	650
MSC Garage: 24 Hr Access	0	0	0	50	500	0	0	0	550
Sundial Garage Waterproofing	540	0	0	0	0	0	0	0	540
Sundial Garage Improvements	200	132	0	0	0	0	0	0	332
Sundial Garage Restoration	0	0	0	250	0	0	0	0	250
Sundial Garage Rev Control	200	100	0	0	0	0	0	0	300
SouthCore Garage Tech Upgrades	0	250	0	0	0	0	0	0	250
Transfer to Parking Fund	0	0	502	0	0	0	0	0	502
<b>Projects not in CIE</b>	<b>(502)</b>	<b>100</b>	<b>11</b>	<b>150</b>	<b>19</b>	<b>15</b>	<b>8</b>	<b>20</b>	<b>(241)</b>
<b>TOTAL REQUIREMENTS</b>	<b>1,424</b>	<b>782</b>	<b>167</b>	<b>850</b>	<b>769</b>	<b>315</b>	<b>108</b>	<b>220</b>	<b>4,573</b>
Increase/(Decrease) in Fund Balance		0	(33)	0	(19)	(15)	(8)	(20)	
Beginning Balance		143	143	110	110	91	76	69	
<b>UNAPPROPRIATED BALANCE 9/30</b>	<b>143</b>	<b>143</b>	<b>110</b>	<b>110</b>	<b>91</b>	<b>76</b>	<b>69</b>	<b>49</b>	



**WATER RESOURCES CAPITAL PROJECTS FUND (FUND 4003)**  
**2017-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	17	18	19	20	
	Actual		16	(000s omitted)					
LS #85 Force Main Part D	7,957	0	(1,414)	0	0	0	0	0	6,543
LS #85 Force Main Part E	1,890	0	(115)	0	0	0	0	0	1,775
LS #87 Childs Park Force Main	490	3,500	0	0	0	0	0	0	3,990
Inflow and Infiltration Removal	66	500	0	8,000	8,000	8,000	8,000	8,000	40,566
Manhole Rim & Cover Replacement	82	50	(18)	0	150	150	150	150	714
Pasadena Force Main Phase III	0	0	0	0	0	0	500	5,200	5,700
PC San Martin Blvd Bridge Replacement	0	0	0	80	700	0	0	0	780
Roser Park Drive Sewer Rehab	1,200	0	(252)	0	0	0	0	0	948
Tierra Verde FM Replacement	1,230	0	1,307	0	0	0	0	0	2,537
SAN Wet Weather Mitigation	0	0	231	0	0	0	0	0	231
SAN Wet Weather Mitigation Phase II	0	0	3,200	0	0	0	0	0	3,200
<b>Lift Station Improvements</b>									
LST Landscape & Fence Repl-20 Stations	0	0	0	0	0	0	250	0	250
Lift St # 1 Sunrise Drive Rehab	700	0	0	0	0	0	0	0	700
Lift St # 2, 12, 29, 55 Rehabilitation Plan	0	0	0	0	0	0	225	1,500	1,725
Lift St # 3, 9, 57, 60 Rehabilitation Plan	0	0	0	0	0	100	1,200	0	1,300
Lift St # 11 Snell Isle Rehab	880	0	0	0	0	0	0	0	880
Lift St # 14,29,44,66 Rehab	0	0	0	160	160	0	0	0	320
Lift St # 17, 92 Ave N, FRC 4-6	565	0	0	0	0	0	0	0	565
Lift St # 21, 22, 34, 40, 41 Rehab Plan	0	0	0	0	0	0	0	300	300
Lift St # 23,24,79,80 Rehab Replac	0	0	0	0	0	0	300	300	600
Lift St # 30 Rehab Pinellas Point	370	0	0	0	0	0	0	0	370
Lift St # 42 Jim Walter Rehab	70	100	0	0	100	1,000	0	0	1,270
Lift St # 63 NE Master Improvements	0	0	0	1,500	0	0	0	0	1,500
Lift St # 87 Childs Park Master	260	3,500	0	0	0	0	0	0	3,760
Lift St. SCADA System Replacement	0	150	0	1,200	0	0	0	0	1,350
Lift St. Portable Emergency Generator	0	500	(100)	0	0	0	0	0	400
Lift St. Pump Station Construction	8,485	0	0	0	0	0	0	0	8,485
<b>WASTEWATER TREATMENT</b>	0	0	1,381	0	0	0	0	0	1,381
<b>Albert Whitted WRF-Improvements</b>									
Pump Station Final Design	1,045	0	(92)	0	0	0	0	0	953
Demo Design	240	0	55	0	0	0	0	0	295
AW Demolition	0	3,304	(2,954)	0	0	0	0	0	350
<b>Northeast WRF-Improvements</b>									
Actuator and Valve Replacement	0	200	0	200	200	200	200	200	1,200
Aeration Basin Diffused Air Rehab	0	0	0	0	0	0	250	800	1,050
Aerator Equipment Replacement	250	0	(0)	0	0	0	0	0	250
Backwash Upgrade	0	0	0	0	0	0	500	0	500
Clarifier 3 Rehab	400	0	(13)	0	0	0	0	0	387
Clarifier 3 & 4 Pumping Station Rehab	0	0	0	0	0	0	250	2,500	2,750
Clarifier #4 Rehab & Clean	0	500	0	0	0	0	0	0	500
Disinfection Improvements	1,579	0	0	0	0	0	0	0	1,579
Electrical Distribution Improvements	0	0	0	0	500	5,000	0	0	5,500
Headworks Rehab	1,600	0	(424)	0	850	0	0	0	2,026
Emergency Inf Pipe Repl	850	0	234	0	0	0	0	0	1,084
NE & NW Sludge X Pump Stations FY13	531	0	0	0	0	0	0	0	531
NE & NW Sludge X Force Mains FY13	653	0	0	0	0	0	0	0	653
NE & NW Sludge Odor FY15	0	0	532	0	0	0	0	0	532
NE Sludge PS & FM Imp FY15/16	2,083	730	(1,472)	0	0	0	0	0	1,341
NE Process Control Instruments	0	0	0	0	300	0	0	0	300
NE Secondary Grit Removal System	0	0	0	0	400	0	0	0	400
NE Filter Piping Upgrade	0	0	0	500	0	0	0	0	500
NE Curbing & Paving	0	0	0	0	0	0	250	0	250
NE Filter Pump Station	0	0	0	0	0	0	800	0	800
NE Filter Valve & Piping Replacement	0	0	0	0	0	0	0	500	500
NE Reclaimed Storage Tanks Painting	0	0	0	100	0	0	0	0	100
NE Operations & Lab Bldg Replacement	0	0	0	0	0	0	0	300	300
NE Upgrade or Add Additional Effluent Filter	0	0	0	0	300	2,700	0	0	3,000

**WATER RESOURCES CAPITAL PROJECTS FUND (FUND 4003)  
2017-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET				Estimate	21	Total
	Carryforward			16	16	17	18			
	Actual								15-21	
				(000s omitted)						
Plant Lighting Upgrade	0	0	0	0	0	0	300	0	300	
SCADA Phase II	0	0	0	0	500	0	0	0	500	
Security Improvements	400	0	0	0	0	0	0	0	400	
<b>Northwest WRF-Improvements</b>										
Clarifier #2 Rehab.	0	700	0	0	0	0	0	0	700	
Disinfect Dosing	1,404	0	(98)	0	0	0	0	0	1,306	
Distribution Pumps	0	0	0	350	400	200	0	0	950	
Electrical Rehabilitation	5,940	0	(16)	0	0	0	0	0	5,924	
Influent Course Screen/Odor Control	0	0	0	0	0	5,200	0	0	5,200	
Intermediate Motors/Pumps	280	0	(133)	350	400	200	0	0	1,097	
New Headworks Screening/Odor Control	600	0	0	0	0	0	0	500	1,100	
NW Actuator and Valve Repl	0	0	0	200	200	200	200	200	1,000	
NW GBT Controls Design and Const.	0	0	0	300	0	0	0	0	300	
NW SCADA Upgrade	0	0	0	50	500	0	0	0	550	
NW Clarifier #4 Rehab.	0	0	0	0	0	75	750	0	825	
NW New Blower Replacement	0	0	0	0	150	0	400	400	950	
NW 3D Scan Survey	0	0	0	0	0	0	0	400	400	
NW Maintenance Shop Replacement	0	0	0	0	0	0	100	1,500	1,600	
NW Sludge PS & FM FY15	3,257	1,010	57	0	0	0	0	0	4,324	
NW Generator Switchgear System Upgrade	0	0	0	350	0	0	0	0	350	
NW Old Influent Pump Station Replace	0	0	0	0	0	400	4,000	0	4,400	
NW Injection Well Acidizations	0	0	0	0	400	0	0	0	400	
<b>Southwest WRF-Improvements</b>										
Backwash Filter Pump	336	150	0	0	0	0	0	0	486	
Biosolids Dewatering	571	10,650	(6,285)	0	0	0	0	0	4,936	
Biosolids CMAR	388	0	0	0	0	0	0	0	388	
Clarifier Rehab	500	0	(383)	0	0	0	500	0	617	
CNG Fueling Station	1,493	6,480	(6,636)	0	0	0	0	0	1,337	
CNG Perm Fueling Station	0	0	380	0	6,000	0	0	0	6,380	
CNG Generator Evaluation	10,299	2,950	(1,422)	0	0	0	0	0	11,827	
Digesters Construction (DOE Partially)	4,093	39,300	13,030	0	0	0	0	0	56,423	
Effluent Filter Addition	0	0	0	7,000	0	0	0	0	7,000	
GBT Rehabilitation	0	2,240	(1,408)	0	0	0	0	0	832	
Generator 3 Replacement	2,682	0	0	0	0	0	0	0	2,682	
Injection Well Acidization	550	0	(45)	0	0	0	0	0	505	
Paving and Curb Replacements	0	0	0	0	0	200	200	0	400	
Plant Reclaimed Water Storage	4,500	0	(1,000)	0	0	0	0	0	3,500	
RW Pump Station Evaluation/Modifications	1,793	0	(123)	0	0	0	0	0	1,670	
SW Upsize Injection Well Pipe	0	0	0	1,900	0	0	0	0	1,900	
SW Waste Sludge Pump Repl./Larger Cap.	0	0	0	50	500	0	0	0	550	
SW Improvements FY13	479	0	(54)	0	0	0	0	0	425	
SW New Clarifier	0	0	0	3,000	0	0	0	0	3,000	
Replace Aeration Blowers	0	0	0	150	150	150	0	0	450	
Replace Return Pumps and Equipment	0	0	0	150	150	150	0	0	450	
SCADA Upgrades	500	0	0	0	0	0	0	0	500	
Security Wall/Fence	200	0	0	0	0	200	0	0	400	
Solids Thickening Improvements	394	0	(49)	0	0	0	0	0	345	
SW 4 New Return Pumps	0	0	0	250	0	0	0	0	250	
SW Replace/Rebuild Distribution Pumps	0	0	0	150	150	0	0	0	300	
SW Administration & Lab Building	0	0	0	0	0	0	300	5,000	5,300	
SW New Injection Wells	0	0	0	500	11,700	0	0	0	12,200	
SW Chlorine Contact Chamber	0	0	0	800	0	0	0	0	800	
SW New Additional Headworks (76mgd)	0	0	0	6,100	0	0	0	0	6,100	
SW New Effluent Pumps	0	0	0	2,900	0	0	0	0	2,900	
<b>RECLAIMED SYS. IMPROVEMENTS</b>										
New Reclaimed Serv. Taps & Backflows	75	75	0	75	75	75	50	50	475	
Main Valve Repl./Flushing Appurtenances	50	50	(28)	50	50	50	50	50	322	
<b>WATER RESOURCES BUILDING IMP.</b>										
FAC Emergency Generator Improvements	0	85	0	200	0	0	0	0	285	
Energy Efficiency Improvements	0	0	0	350	0	0	0	0	350	
<b>ENVIRONMENTAL COMPLIANCE</b>										
Laboratory Improvements	484	0	0	50	300	50	0	50	934	

**WATER RESOURCES CAPITAL PROJECTS FUND (FUND 4003)  
2017-2020 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget	Change	BUDGET		Estimate			Total
	Carryforward			16	16	17	18	19	
	Actual								15-21
Computer Hardware/Software Repl.	250	100	(41)	100	100	100	100	100	809
<b>Projects not in the CIE</b>	(29,400)	1,034	2,353	1,123	1,551	2,242	2,747	4,979	(13,371)
<b>TOTAL REQUIREMENTS</b>	<b>73,169</b>	<b>89,506</b>	<b>596</b>	<b>58,532</b>	<b>47,161</b>	<b>39,332</b>	<b>35,508</b>	<b>49,264</b>	<b>393,068</b>
Increase/(Decrease) in Fund Balance		(4,782)	557	(409)	(1,019)	99	132	119	
Beginning Balance		5,723	941	1,498	1,089	70	169	300	
<b>UNAPPROPRIATED BALANCE</b>	<b>5,723</b>	<b>941</b>	<b>1,498</b>	<b>1,089</b>	<b>70</b>	<b>169</b>	<b>300</b>	<b>419</b>	

Notes:

- 1) This five-year plan includes approximately \$179M in future borrowings necessary to fund the CIP program
- 2) Florida Department of Transportation (FDOT) projects shown are based on the FDOT project plan, however, FDOT project schedules are very uncertain. FDOT projects have historically impacted the water transmission mains

**STORMWATER DRAINAGE CAPITAL IMPROVEMENT FUND (FUND 4013)**  
**2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17      18 (000s omitted)		Estimate 19    20    21			Total 15-21
<b>RESOURCES</b>									
Beginning Balance	6,242								6,242
Earnings on Investments	63	110	0	87	87	87	87	87	608
Transfer from Stormwater Operating Fund	800	1,000	0	3,660	2,500	1,000	1,000	1,000	10,960
Grants/External Funding:									
PC/Gandy Blvd. & Oak S/NE SDI	0	0	0	360	0	0	0	0	360
SWFWMD/MLK & Gateway Mall	868	0	627	0	0	0	0	0	1,495
SWFWMD/4th St & 14th A/N to Cres. Lk	0	800	0	0	0	0	0	0	800
SWFWMD/8th A/S at 44th S/S	0	0	2,635	0	0	0	0	0	2,635
SWFWMD/94th A/N at Tinney Creek	393	0	284	0	0	0	0	0	677
SWFWMD/Riviera and Snell Isle Vaults	176	0	101	0	0	0	0	0	277
SWFWMD/Snell Isle Blvd and Rafael	0	0	1,650	0	0	0	0	0	1,650
SWFWMD/Stormwater Vaults	0	200	0	0	0	0	0	0	200
Contributions from Developers	22	10	0	10	10	10	10	10	82
<b>TOTAL RESOURCES</b>	<b>8,564</b>	<b>2,120</b>	<b>5,297</b>	<b>4,117</b>	<b>2,597</b>	<b>1,097</b>	<b>1,097</b>	<b>1,097</b>	<b>25,986</b>
<b>REQUIREMENTS</b>									
	Appropriation as of 9/30/15								
Master Plan Update	0	0	0	1,500	1,500	0	0	0	3,000
Master Plan Storm Drainage Improvements									
MLK & Gateway Mall SDI	6,980	0	(295)	0	0	0	0	0	6,685
Snell Isle Blvd and Rafael	2,600	0	0	0	0	0	0	0	2,600
Riviera and Snell Isle Vaults	1,300	0	(114)	0	0	0	0	0	1,186
8th Ave SE Storm Drain Imp	391	0	(108)	0	0	0	0	0	283
94th A/N at Tinney Creek	1,179	0	(317)	0	0	0	0	0	862
4th S/14th A/N Crescent Lake	800	800	(800)	0	0	0	0	0	800
Gandy Blvd & Oak Street NE SDI	300	0	0	990	0	0	0	0	1,290
8th Avenue South at 44th Street South	0	500	0	3,872	0	0	0	0	4,372
Storm Drainage									
Minor Storm Drainage	500	250	0	500	250	250	250	197	2,197
Drainage Line Rehab Replacement (+ 3027)	250	800	(4)	1,550	800	800	800	800	5,796
Lake Maggiore Alum Upgrade	500	0	0	0	0	0	0	0	500
<b>Projects not in the CIE</b>	<b>(5,090)</b>	<b>200</b>	<b>0</b>	<b>210</b>	<b>26</b>	<b>53</b>	<b>79</b>	<b>100</b>	<b>(4,423)</b>
<b>TOTAL REQUIREMENTS</b>	<b>9,710</b>	<b>2,550</b>	<b>(1,638)</b>	<b>8,622</b>	<b>2,576</b>	<b>1,103</b>	<b>1,129</b>	<b>1,097</b>	<b>25,148</b>
Increase/(Decrease) in Fund Balance		(430)	6,935	(4,505)	21	(6)	(32)	0	
Beginning Balance		(1,146)	(1,576)	5,359	854	875	870	838	
<b>UNAPPROPRIATED BALANCE</b>	<b>(1,146)</b>	<b>(1,576)</b>	<b>5,359</b>	<b>854</b>	<b>875</b>	<b>870</b>	<b>838</b>	<b>838</b>	

**AIRPORT CAPITAL PROJECTS FUND (FUND 4033)**  
**2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget 16	Change 16	BUDGET		Estimate		21	Total 15-21
	Carryforward Actual			17	18	19	20		
<b>RESOURCES</b>									
Beginning Balance	181								181
Earnings on Investments	2	0	0	0	0	0	0	0	2
Grants:									
Federal (FAA) Discretionary Funds									
FAA/Airport Airfield Improvements	0	0	0	0	0	150	0	0	150
FAA/Master Plan Update	0	0	0	0	315	0	0	0	315
FAA/Airport PAPIS/REILS	0	0	0	0	0	0	18	90	108
Design Runway 18/36	0	0	0	0	0	0	225	0	225
FAA/Runway 18/36	0	0	0	0	0	0	0	4,050	4,050
FAA/Runway 7/25 & TW 1 Stub Conn.	229	0	2,360	0	0	0	0	0	2,589
FAA/Taxiway "C" Rehab	0	108	0	293	0	0	0	0	401
FAA/Wildlife Assessment/Mgmt Plan	59	0	0	0	0	0	0	0	59
FDOT/State Funds									
Design Runway 18/36	0	0	0	0	0	0	20	0	20
Airport Hangar #1 Rehab	102	0	227	0	0	0	0	0	329
Airport Hangar #1 FY14 (SW Hangar Phase	43	0	1,157	0	0	0	0	0	1,200
Airport PAPIS/REILS	0	0	0	0	0	0	2	8	10
Airport Southwest Hangar Red. (Phase 3)	0	600	2,400	600	0	0	0	0	3,600
Airport Runway 7/25 & TW 1 Stub Conn.	25	0	200	0	0	0	0	0	225
Airport Runway 7/25 Extension Study	0	0	40	0	0	0	0	0	40
Airport Runway 18/36	0	0	0	0	0	0	0	360	360
Airport Terminal Hangar	25	0	535	0	0	0	0	0	560
Master Plan Update	0	0	0	0	28	0	0	0	28
Taxiway "C" Rehab	0	10	0	350	0	0	0	0	360
Transfer from Airport Operating Fund	0	103	0	125	125	125	125	127	730
<b>TOTAL RESOURCES</b>	<b>667</b>	<b>821</b>	<b>6,918</b>	<b>1,368</b>	<b>468</b>	<b>275</b>	<b>390</b>	<b>4,635</b>	<b>15,542</b>
<b>REQUIREMENTS</b>									
		Appropriation as of 9/30/15							
Airport Southwest Hangar Redevel	2,000	700	1,255	750	0	0	0	0	4,705
Design Runway 18/36 Rehab (Match built in)	0	0	0	0	0	0	250	4,500	4,750
Master Plan Update (Match built in)	0	0	0	0	350	0	0	0	350
Rehab Taxiway "C" South Ramp (Match built in)	0	0	0	431	0	0	0	0	431
Taxiway "C" Rehab (Match built in)	0	121	2	300	0	0	0	0	423
<b>Projets not in CIE</b>	<b>3,753</b>	<b>0</b>	<b>395</b>	<b>0</b>	<b>9</b>	<b>174</b>	<b>41</b>	<b>511</b>	<b>4,883</b>
<b>TOTAL REQUIREMENTS</b>	<b>5,753</b>	<b>821</b>	<b>1,652</b>	<b>1,481</b>	<b>359</b>	<b>174</b>	<b>291</b>	<b>5,011</b>	<b>15,542</b>
Increase/(Decrease) in Fund Balance		0	5,266	(113)	109	101	99	(376)	
Beginning Balance		(5,085)	(5,085)	181	68	177	278	376	
<b>UNAPPROPRIATED BALANCE</b>	<b>(5,085)</b>	<b>(5,085)</b>	<b>181</b>	<b>68</b>	<b>177</b>	<b>278</b>	<b>376</b>	<b>0</b>	

**MARINA CAPITAL IMPROVEMENT FUND (FUND 4043)**  
**2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year	Budget 16	Change 16	BUDGET		Estimate			Total 15-21
	Carryforward Actual			17	18	19	20	21	
<b>RESOURCES</b>									
Beginning Balance	2,150								2,150
Earnings on Investments	25	29	0	27	27	27	27	27	189
Future Borrowings	0	0	0	2,000	0	0	0	0	2,000
Transfer from Marina Operating Fund	80	440	0	550	180	220	220	220	1,910
<b>TOTAL RESOURCES</b>	<b>2,255</b>	<b>469</b>	<b>0</b>	<b>2,577</b>	<b>207</b>	<b>247</b>	<b>247</b>	<b>247</b>	<b>6,249</b>
<b>REQUIREMENTS</b>									
	Appropriation as of 9/30/15								
Marina Facility Improvements	1,905	165	(199)	430	0	500	0	500	3,301
Marina Piling Repl FY16	0	0	0	0	165	0	165	0	330
Marina Rebuild Central Yacht Basin	0	0	0	2,500	0	0	0	0	2,500
Marina Transient Dock	0	0	226	121	0	0	0	0	347
<b>Projects not in the CIE</b>	<b>(486)</b>	<b>0</b>	<b>141</b>	<b>0</b>	<b>4</b>	<b>25</b>	<b>12</b>	<b>50</b>	<b>(253)</b>
<b>TOTAL REQUIREMENTS</b>	<b>1,419</b>	<b>165</b>	<b>168</b>	<b>3,051</b>	<b>169</b>	<b>525</b>	<b>177</b>	<b>550</b>	<b>6,225</b>
Increase/(Decrease) in Fund Balance		304	(168)	(474)	38	(278)	70	(303)	
Beginning Balance		836	1,140	972	498	535	257	327	
<b>UNAPPROPRIATED BALANCE</b>	<b>836</b>	<b>1,140</b>	<b>972</b>	<b>498</b>	<b>535</b>	<b>257</b>	<b>327</b>	<b>24</b>	

**PORT CAPITAL IMPROVEMENT FUND (FUND 4093)**  
**2017-2021 CAPITAL IMPROVEMENT PROGRAM PLAN**

	Prior Year Carryforward Actual	Budget 16	Change 16	BUDGET 17 (000s Omitted)	18	Estimate 19	20	21	Total 15-21
<b>RESOURCES</b>									
Beginning Balance	205								205
Earnings on Investments	3	9	0	9	0	0	0	0	21
FSTED Grants:									
Port Wharf Renovations	481	0	0	50	50	50	50	50	731
Port Repair & Renovation	24	0	68	0	0	0	0	0	92
<b>TOTAL RESOURCES</b>	<b>713</b>	<b>9</b>	<b>68</b>	<b>59</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>1,049</b>
<b>REQUIREMENTS</b>									
		Appropriation as of 9/30/15							
Port Wharf Renovs	201	0	55	101	51	51	51	51	561
Inflation Contingency	0	0	0	0	1	3	4	5	13
<b>Projects not in the CIE</b>	<b>466</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>478</b>
<b>TOTAL REQUIREMENTS</b>	<b>667</b>	<b>0</b>	<b>55</b>	<b>101</b>	<b>52</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>1,039</b>
Increase/(Decrease) in Fund Balance		9	13	(42)	(2)	(4)	(5)	(6)	
Beginning Balance		46	55	68	26	24	20	15	
<b>UNAPPROPRIATED BALANCE</b>	<b>46</b>	<b>55</b>	<b>68</b>	<b>26</b>	<b>24</b>	<b>20</b>	<b>15</b>	<b>9</b>	

**FDOT District Seven's Adopted Five-Year Work Program  
Fiscal Years 2016/17 to 2020/21  
Road Capacity Projects in the City of St. Petersburg**

Project No.	Roadway	From	To	Project Description	Project Phases	2016 LOS
1	Gateway Express	US 19 (SR 55)	E. of 28 <sup>th</sup> St.	New Road Construction	Note 1	Note 2
2	I-275 Interstate Express Lanes	S. of Gandy Blvd.	N. of 4 <sup>th</sup> St.	New Road Construction	Note 4	F/C

Project No.	2017	2018	2019	2020	2021	Total 2016-2021	Revenue Sources
1	\$344,543,025	\$2,000,000	\$2,000,000	\$10,000,000	\$1,000,000	\$359,543,025	Note 3
2	\$98,933,940		\$2,521,722	\$8,970,613	\$20,721,812	\$131,148,087	Note 5

**Notes:**

1. Project phases include preliminary engineering, railroad & utilities, environmental, and design build.
2. Existing level of service (LOS) data is not available because the Gateway Express will be a new road.
3. Federal, state and local funding will be used to construct the Gateway Express.
4. Project phases include preliminary engineering, environmental, and design build.
5. Federal and state funding will be used to construct the express lanes on I-275.

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **November 14, 2016**

COUNCIL DATE: **December 1, 2016**

RE: ***Referral to the Public Services & Infrastructure Committee  
Public Water Quality Monitoring Protocols***

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**ACTION DESIRED:**

Respectfully request to refer to the Public Services & Infrastructure committee a discussion of our public water quality monitoring protocols, along beaches and in Tampa Bay.

It is suggested that this discussion include Dr. Valerie Harwood from the University of South Florida, who has done significant research in this area, as well as Carlos Frey from the City of St. Petersburg Engineering Department. Mr. Frey serves as the city's representative on the Technical Advisory Committee of the Tampa Bay Estuary Program. He is also the city's representative on the Regional Ambient Monitoring Program (RAMP) Committee. I welcome any other suggestions for speakers at this meeting.

Steve Kornell, Council Member  
District 5

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **November 22, 2016**

COUNCIL DATE: **December 1, 2016**

RE: ***Requesting funding for Tall Lynx Ship from BP Funds***

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**ACTION DESIRED:**

Respectfully request funding not to exceed \$65,000 from BP settlement funds for infrastructure needed for the Tall Lynx Ship in the North Basin.

Ed Montanari, Council Member  
District 3

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **November 10, 2016**

COUNCIL DATE: **December 1, 2016**

RE: *Referral to the Budget, Finance & Taxation Committee  
My Sistah's Place Funding*

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**ACTION DESIRED:**

Respectfully request to refer to the Budget, Finance & Taxation Committee a request to provide \$50,000 of one time funding from the remaining BP settlement funds for My Sistah's Place, a home for young women aging out of foster care. Attached is a letter of support from Commissioner Ken Welch and an itemized budget.

Steve Kornell, Council Member  
District 5

GOLDEN GENERATIONS, INC.- MY SISTAH'S PLACE  
CITY OF ST. PETERSBURG PROGRAM BUDGET REQUEST

LINE ITEM	CITY OF ST. PETE REQUEST	DESCRIPTION
Transportation	\$15,000.00	Purchase Van
Communications	\$2,000.000	Office Phone system and four (4) cell phones for
Equipment	\$4,000.00	Four (4) laptops w/software
Professional Development Training	\$800.00	CPR, First Aide, etc.
Marketing Materials	\$2,500.00	Website design and development design and layout of material, brochures, fact sheets
Home Furnishings	\$8,900.00	Livingroom, dining room, and bedroom furnishings, kitchen essentials, bathroom essentials
Home Renovations	\$4,500.00	Purchase ten (10) windows plus Installation
Security System	\$2,300.00	Installation of indoor/outdoor security system
Fencing	\$3,500.00	Remove existing and install new fencing
Backyard Renovation/Furnishings	\$6,500.00	Remodel and furnish backyard for events and quiet reflection space
<b>TOTAL CITY OF ST. PETERSBURG BUDGET REQUEST</b>		<b>\$50,000.00</b>



KENNETH T. WELCH  
COMMISSIONER

# PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

PHONE (727) 464-3614 • FAX (727) 464-3022 • 315 COURT STREET • CLEARWATER, FLORIDA 33756  
www.pinellascounty.org

November 10, 2016

Council Member Steve Kornell  
P. O. Box 2842  
St Petersburg, FL 33731

Dear Council Member Kornell:

I am writing today to express my support for Golden Generation's My Sistah's Place program, a program that will provide transitional housing for young ladies aging out of foster care in an effort to enhance their life skills and prepare them for transition into adulthood.

The Pinellas Board of County Commissioners approved a grant in the amount of 100,000 to purchase the home that will house Golden Generations' My Sistah's Place Program.

With over 300 young adults in Pinellas County aging out of state run institutions every year, it is vital for these individuals to have access to important resources such as those provided by My Sistah's Place program. By providing housing, promoting education, developing leadership skills, and increasing employability, the program will give young women in Pinellas County a better chance at a successful future.

I truly believe that this program will play a crucial role in the betterment of our youth in Pinellas County. I urge your support for this great community project.

Sincerely,

KENNETH T. WELCH  
Pinellas Board of County Commissioner

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **November 10, 2016**

COUNCIL DATE: **December 1, 2016**

RE: ***Sewage Report Information Request***

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**ACTION DESIRED:**

Respectfully requesting that the attached information be included in the Sewage Report at the City Council meeting on November 21, 2016.

Steve Kornell, Council Member  
District 5

# MEMORANDUM

## Office of City Council

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TO: Mayor Rick Kriseman and Members of City Council  
FROM: Steve Kornell, Council Member, District 5  
SUBJECT: Biosolids Project Concerns  
DATE: November 10, 2016

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I have some concerns regarding the Biosolids project and the plan that was presented at the Committee of the Whole meeting on October 27, 2016 to bypass the headworks at the SW plant, and increasing the size of the soon-to-be installed splitter box, in order to avoid unauthorized sewage discharges during above-average rain events. At the time I asked how skipping the filtering that happens at the headworks would affect the rest of the plant and was assured it would be fine because this procedure would only happen during above-average rain events. I was also assured that the issues that the debris would create for other parts of the plant would be minimal because this procedure would only happen during an above-average rain event, which is not often. This made me feel comfortable enough to move the project forward.

I recently reviewed item B-4 from the June 2, 2016 City Council meeting. This item was to rehabilitate a filter in the headworks at the NE plant. The following paragraph is directly from the backup material provided to City Council at the time.

*“The barscreen removes foreign materials and debris from the wastewater entering the plant through the influent channel protecting the influent pumps, piping, headwork’s equipment, fine barscreen and other downstream equipment. If not removed, large chunks of debris can damage pumps and equipment or hinder the treatment process in the Water Reclamation Facility which can be costly in repairs and downtime.”*

It is obvious that what was presented to City Council on June 2 is very different than what was said in answer to my questions at the Committee of the Whole on October 27, 2016. I would like further clarification.

- Could the resultant debris cause a shutdown at a plant that necessitates a discharge during a weather event?

- Could debris that travels farther into the plant, because of bypassing the headworks, cause equipment to jam, necessitating a sewer discharge?
- Is there a way of filtering the flow further downstream during times when we bypass the headworks, to still remove the large debris?

I fully recognize this problem is multi-faceted and complex and that there is a need for urgency to protect our environment. I would just like a little more consideration of this point as there seems to be two different statements on the issue.

Thank you.

c: *Kanika Tomalin, Deputy Mayor*  
*Gary Cornwell, City Administrator*  
*Kevin King, Chief of Staff*  
*Claude Tankersley, Public Works Administrator*

**ST. PETERSBURG CITY COUNCIL**  
**Housing Services Committee Report**  
**Council Meeting of December 1, 2016**

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

**FROM:** Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Charlie Gerdes, Council Member, Lisa Wheeler Bowman, Council Member, and Ed Montanari, Council Member

**RE:** Housing Services Committee Meeting of November 21, 2016

**New Business:**

**Discussion of Agreement between City and Jordan Park, Brett Pettigrew, Assistant City Attorney**

Mr. Brett Pettigrew discussed a draft Agreement between the City and the St. Petersburg Housing Authority (SPHA) in reference to Jordan Park. He discussed the Termination Agreement which cancels the current Agreement with the City for the funding that was allocated to Jordan Park from CDBG funding, and the Operation Agreement which includes how the facilities will be maintained and brought into compliance through 2031. He discussed that the Agreement was approved by Attorneys for SPHA and the City. In the draft Agreement the rights of tenants was included and the prohibition of retaliation from management. Details included: renovation of the development, codes compliance ability to inspect, issue logs, and annual audits of the development, among others. The St. Petersburg Housing Authority (SPHA) would like to manage Jordan Park after it is acquired.

SPHA may place ownership of Jordan Park into a subsidiary agency (one that does not currently exist) rather than taking direct ownership. The subsidiary will be controlled by SPHA. The developer and SPHA are both agreeable to this agreement, if it is approved today by the Housing Services Committee, which will be presented to Full Council on December 1, 2016.

Mr. Pettigrew discussed that the Management Agreement independently is not subject to public records, but becomes subject to public records with the inclusion of Appendix A to the Agreement. He discussed Article 3, which discuss the potential of a subsidiary that would take control of Jordan Park which has to be subject to the approval of SPHA and the City of St. Petersburg. The City will still have access to records.

Councilmember Rice asked about the challenges that the Richman Group and Landex encountered as the tax credits expired, and how will SPHA maintain the Property. Mr. Tony Love, Executive Director of SPHA responded that subsidies remain. He discussed that SPHA has the ability to utilize its own maintenance staff. There is an affordability reserve fund that currently exists, and will be used to make repairs. If the development continues to be 100% affordable housing, funding will be available from HUD. He also discussed that another source of funding would be proceeds from the sale of the museum to the City.

Questions were asked in reference to short term repairs, long term repairs, incorporating tenant obligations in the current lease by an addendum, a provision of assignment at the end of the Agreement which discuss the Mayor and City Council as having final approval.

Councilmember Gerdes asked has SPHA refined its wish list from the \$12-\$12 million to the now \$9.5 million. Mr. Love responded that the immediate needs are for \$2 million to make the necessary

improvements. He discussed that future needs may be \$9 million plus an additional \$7 million, but that SPHA does not currently own the development.

Councilmember Kennedy asked what input has residents of Jordan Park had in the development of the Agreement. Mr. Pettigrew responded that to his knowledge residents have not been involved. Mr. Love responded that the charge from the City was to have attorneys from the City and SPHA work on an Agreement. Sandy McClinton, Attorney for SPHA responded that she is not aware of any meeting held with tenants.

Councilmember Kennedy discussed that he is concerned with a \$6 million and \$7 million of future improvements without a list that provides a scope of work that has to be conducted. Ms. McClinton responded that SPHA cannot get in and determine all maintenance needed until acquisition of the property, after which an inventory of all needs can be conducted. She is comfortable with providing repairs that will be conducted with \$2 million currently on hand.

Councilmember Kennedy does not feel the City has the ability to enforce the Agreement without a list of the scope of work of the substantial improvements to be conducted. Ms. McClinton discussed that the interest today is to move forward to close the loan. SPHA will come back and show the City its plans for conducting substantial renovations moving forward 12-18 months. Mr. Love discussed that an estimate of the costs will be \$9.5 million and include roofs, doors, water closets, interior walls, in 12-18 months.

Councilmember Gerdes asked Mike Dove, Neighborhood Affairs Administrator to ensure that in 45 days for the Codes Compliance Assistance Director to get his complete list to SPHA, have a meeting with residents to discuss the renovation plan, after which it will be brought back to Housing Services for recommendation for approval. Mr. Dove responded that SPHA has resolved the short list with approximately two items that remains and needs to be addressed.

Mr. Love responded that SPHA will meet with residents after it takes ownership and will maintain Jordan Park and make it a desirable place to live. Chair Nurse asked Mr. Love provide a list of work to be done as an attachment to the Council document.

**Motion:** A motion was move the Agreement to Full City Council for approval.

**Affordable Housing Projects submitted by Developers of multi-family Low Income Housing Tax Credits developments, Stephanie Lampe, Sr. Housing Development Coordinator**

Ms. Lampe discussed that the request submitted will be brought before Full Council on December 1, 2016 for approval. This year we only had one developer to submit an application and Administration is requesting a minimum contribution. The process was changed this year to allow a priority project, which allows funding of \$607,000 for a project.

The project that Administration will submit for funding is not a priority project, she believes that a priority project will be submitted by Pinellas County, and if that project is not approved, the City's project may be designated for funding. The request for assistance was \$90,000 but when discounting the assistance by 5 percentage points, it results in a loan of approximately \$75,000.

A question was asked to describe a priority project. Ms. Lampe discussed that a local entity would have to fund a project with \$607,000. The aim is to scatter the development and not have all of them located within close proximity to each other. It takes into account 2 Factor and 3 Factor areas that includes low income and minority concentrated areas. The development will still have to meet state requirements of being in close proximity to a grocery store, hospital, public transportation, etc.

Motion: A motion was made to move the item to Full Council Agenda for approval on December 15, 2016.

**Next meeting:** The next meeting to be held on December 22, 2016 beginning at 10:30 a.m.

**Topics:**

To be determined

Committee Members

Karl Nurse, Chair

Darden Rice, Vice-Chair

Charlie Gerdes, Council Chair

Lisa Wheeler-Bowman, Council Member

Ed Montanari, Council Member

Attached is a resolution approving two agreements related to the Jordan Park Apartments: (i) a Termination Agreement with Jordan Park Development Partners, Ltd., and (ii) an Agreement Regarding Jordan Park Apartments with the Housing Authority of the City of St. Petersburg.

A draft of each agreement is also attached. These draft agreements are identical to those distributed for the November 21, 2016 meeting of the Housing Services Committee except as follows:

- A copy of the December 2000 contractor agreement between the City and Jordan Park Development Partners, Ltd., has been included in the Termination Agreement as appendix A. This addition moved the form of mortgage release to appendix B.
- Pursuant to discussion at the November 21<sup>st</sup> meeting, an initial version of the Renovation Plan for Jordan Park is now attached to the agreement with the Authority as appendix C. This addition is addressed through minor revisions to section 1.4 of this agreement that (i) incorporate the new appendix and (ii) clarify that the Renovation Plan may include repairs that go above and beyond what is needed to bring Jordan Park into compliance with applicable standards.

RESOLUTION NO. 2016-\_\_\_\_

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, FLORIDA (“AUTHORITY”) THAT PROVIDES THE CITY WITH OVERSIGHT RIGHTS FOR THE JORDAN PARK APARTMENTS SIMILAR TO THE RIGHTS IT POSSESSED THROUGH THE CONTRACTOR AGREEMENT DATED DECEMBER 28, 2000, (“CONTRACTOR AGREEMENT”) BETWEEN THE CITY AND JORDAN PARK DEVELOPMENT PARTNERS, LTD (“DEVELOPER”); APPROVING THE TERMINATION AGREEMENT BETWEEN THE CITY AND THE DEVELOPER TO TERMINATE THE CONTRACTOR AGREEMENT, SUBJECT TO CERTAIN CONDITIONS; CONSENTING TO THE ASSIGNMENT OF THE AMENDED AND RESTATED GROUND LEASE DATED NOVEMBER 9, 2000, BETWEEN THE DEVELOPER AND THE AUTHORITY, SUBJECT TO EXECUTION OF THE AGREEMENT WITH THE AUTHORITY AND THE TERMINATION AGREEMENT; APPROVING THE CANCELLATION OF THE DEVELOPER’S LEASEHOLD MORTGAGE NOTE AND RELEASE OF THE DEVELOPER’S LEASEHOLD MORTGAGE, AS RECORDED IN PINELLAS COUNTY, FLORIDA, OFFICIAL RECORDS BOOK 11303, PAGE 424, EFFECTIVE WHEN THE ASSIGNMENT OF THE JORDAN PARK APARTMENTS FROM THE DEVELOPER TO THE AUTHORITY OR AN ENTITY CONTROLLED BY THE AUTHORITY OCCURS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT WITH THE AUTHORITY AND THE TERMINATION AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT WITH THE AUTHORITY, THE TERMINATION AGREEMENT, AND ALL OTHER NECESSARY DOCUMENTS, INCLUDING A CANCELLATION OF THE DEVELOPER’S LEASEHOLD MORTGAGE NOTE, A RELEASE OF THE DEVELOPER’S LEASEHOLD MORTGAGE, AND ANY ACKNOWLEDGMENT AND AGREEMENT WITH AN AUTHORITY-CONTROLLED OWNERSHIP ENTITY MADE IN ACCORDANCE WITH THE AGREEMENT WITH THE AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing Authority of the City of St. Petersburg, Florida (“Authority”) and Jordan Park Development Partners, Ltd (“Developer”) executed an Amended and Restated Ground Lease (“Ground Lease”) for the Developer to lease the Jordan Park development site located at 2240 Ninth Avenue South, St. Petersburg, Florida 33712 (“Property”) for the purpose of (i) renovating 31 existing units, (ii) constructing 206 new apartment units and related infrastructure improvements, and (iii) operating such units after completion of the renovations and construction; and

WHEREAS, City Council approved deferred Community Development Block Grant loans in the amount of \$3,167,000 to the Developer; and

WHEREAS, the City of St. Petersburg, Florida (“City”) and the Developer entered into a Contractor Agreement on December 28, 2000, (“Contractor Agreement”) for the City to provide funding in an amount not to exceed \$3,167,000 to the Developer for the purpose of providing the design, specifications, and construction of infrastructure improvements within the rights-of-way at the Property; and

WHEREAS, the Property is used as an affordable housing facility with ancillary services that provides housing to 237 very-low- and low-income households, as defined by the U.S. Department of Housing and Urban Development, through December 31, 2031; and

WHEREAS, as a guarantee that the Property would be used as an affordable housing facility that provides housing to 237 very-low and low-income households through December 31, 2031, the Developer executed a Leasehold Mortgage and Leasehold Mortgage Note in the amount of \$3,167,000; and

WHEREAS, the Developer’s Leasehold Mortgage (with the Developer’s Leasehold Mortgage Note attached thereto) was recorded in Pinellas County, Florida, official records book 11303, page 424; and

WHEREAS, after the Developer completed (i) the renovation of the 31 existing apartment units and (ii) the development of the 206 new apartment units and the associated infrastructure improvements, the City took fee simple title to all the land underlying the platted rights of way within the Property, along with all of the Developer constructed improvements on and below the surface of the rights of way, by way of a special warranty deed dated December 10, 2002; and

WHEREAS, the Developer has provided housing for very-low and low-income citizens at the Property since completion of the construction, renovations and improvements in 2002; and

WHEREAS, the Developer desires to assign its interest in the Ground Lease and the 237 multi-family rental housing units, ancillary buildings, and all other buildings and fixtures on the Property to the Authority or to an entity controlled by the Authority; and

WHEREAS, the assignment cannot occur unless the City (i) provides prior written consent to the assignment of the Ground Lease, (ii) terminates the Contractor Agreement and (iii) cancels the Developer’s Leasehold Mortgage Note and releases the Developer’s Leasehold Mortgage; and

WHEREAS, the Authority sent a letter to the City requesting that the City (i) cancel the Developer’s Leasehold Mortgage Note and release the Developer’s Leasehold Mortgage and (ii) terminate the Contractor Agreement; and

WHEREAS, the City has determined that canceling the Developer’s Leasehold Mortgage Note and releasing the Developer’s Leasehold Mortgage will serve a public purpose by reducing the cost of the assignment to the Authority (or an entity controlled by the Authority), thereby increasing the amount of money available to improve the Jordan Park Apartments at the Property following the assignment, as well as providing the basis for an agreement between the Authority and the City under

which (i) the City will continue to possess certain oversight rights for the Jordan Park Apartments and (ii) the Property will continue to be used as an affordable housing facility that provides housing to 237 very-low- and low-income households through December 31, 2031; and

WHEREAS, the City and the Authority desire to enter into an agreement that provides the City with oversight rights for Jordan Park Apartments similar to the rights it possessed through the Contractor Agreement; and

WHEREAS, City and the Developer desire to terminate the Contractor Agreement, cancel the Developer's Leasehold Mortgage Note and release the Developer's Leasehold Mortgage, subject to the terms and conditions set forth in the termination agreement between the City and the Developer ("Termination Agreement"); and

WHEREAS, following the assignment, the City will continue to own all the land underlying the platted rights of way within the Property, along with all of the Contractor constructed improvements on and below the surface of the rights of way.

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 ("City") and the Housing Authority of the City of St. Petersburg, Florida ("Authority") that provides the City with oversight rights for the Jordan Park Apartments similar to the rights it possessed through the Contractor Agreement dated December 28, 2000 ("Contractor Agreement") between the City and Jordan Park Development Partners, Ltd ("Developer") is hereby approved.

BE IT FURTHER RESOLVED that the Termination Agreement between the City and the Developer to terminate the Contractor Agreement, subject to certain conditions is hereby approved.

BE IT FURTHER RESOLVED that this Council hereby consents to the assignment of the Amended and Restated Ground Lease dated November 9, 2000 between the Developer and the Authority, subject to execution of the Agreement with the Authority and the Termination Agreement.

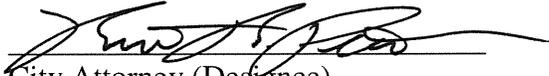
BE IT FURTHER RESOLVED that the cancellation of the Developer's Leasehold Mortgage Note and release of the Developer's Leasehold Mortgage recorded in Pinellas County, Florida, official records book 11303, page 424, effective when assignment of the Jordan Park Apartments from the Developer to the Authority or an entity controlled by the Authority occurs, is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement with the Authority, the Termination Agreement, and all other necessary documents necessary to effectuate these transactions, including a cancellation of the Developer's Leasehold Mortgage Note, a release of the Developer's Leasehold Mortgage, and any acknowledgment and agreement with an Authority-controlled ownership entity that is made in compliance with the Agreement with the Authority and in substantially the same form as the one attached to that Agreement.

This resolution shall become effective immediately upon its adoption.

Approvals:



City Attorney (Designee)

00298215 12-1-16 City Council meeting

**TERMINATION AGREEMENT**

THIS TERMINATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of December, 2016, by and between the City of St. Petersburg, Florida (“City”) and Jordan Park Development Partners, LTD (“Developer”), (collectively, “Parties”).

**WITNESSETH**

WHEREAS, on November 9, 2000, an amended and restated ground lease (“Ground Lease”) for the property located at 2240 Ninth Avenue South, St. Petersburg, Florida, and known as Jordan Park Apartments (“Property”) was executed between the Housing Authority of the City of St. Petersburg (“Authority”) and the Developer; and

WHEREAS, the St. Petersburg City Council approved deferred Community Development Block Grant loans in the total amount of \$3,167,000 to the Developer; and

WHEREAS, the City and the Developer entered into a Contractor Agreement on December 28, 2000, a copy of which is attached hereto as Exhibit A (“Contractor Agreement”) for the City to provide funding in amount not to exceed \$3,167,000 to the Developer for the purpose of providing the design, specifications, and construction of infrastructure improvements within the rights-of-way at the Property; and

WHEREAS, the Property is used as an affordable housing facility with ancillary services to support the residential development including but not limited to a community room and laundry facility, whose mission is to provide housing to 237 very-low and low-income households, as defined by the U.S. Department of Housing and Urban Development through December 31, 2031; and

WHEREAS, as a guarantee that the Property would be used as an affordable housing facility that provides housing to 237 very-low and low-income households through December 31, 2031, the Developer executed a Community Development Block Grant Program Leasehold Mortgage Note (“Note”) and a Leasehold Mortgage, recorded in Pinellas County, Florida, official records book 11303, page 424, (“Mortgage”); and

WHEREAS, after the Developer completed (i) the development of 206 new apartment rentals, (ii) the renovation to 31 apartment rentals, and (iii) infrastructure improvements, the fee simple title to all the land underlying the platted rights of way within the Property, along with all of the Developer constructed improvements on and below the surface of the rights of way, were conveyed to the City by special warranty deed; and

WHEREAS, the Developer has provided housing for very-low and low-income citizens at the Property since completion of the construction, renovations and improvements in 2002; and

WHEREAS, the Developer now desires to assign its interest in the Ground Lease and its interest in the 237 multi-family rental housing units, and all other buildings and fixtures on the Property (collectively, “Jordan Park Apartments”), to (i) the Authority or (ii) a subsidiary of the Authority, a legal entity controlled by the Authority, or an instrumentality of the Authority (the “Ownership Entity”); and

WHEREAS, this assignment to the Authority or an Ownership Entity cannot occur unless the City (i) consents to assignment of the Ground Lease, (ii) terminates the Contractor Agreement, and (iii) cancels the Note and releases the Mortgage; and

WHEREAS, the City and Developer desire to enter into this Agreement to enable this assignment to the Authority or an Ownership Entity, subject to the conditions set forth in this Agreement; and

WHEREAS, following this assignment to the Authority or to an Ownership Entity, the City will continue to own all the land underlying the platted rights of way within the Property, along with all of the Developer-constructed improvements on and below the surface of the rights of way.

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

1. This Agreement is effective on the date of the execution of the Agreement Regarding Jordan Park Apartments between the City and the Authority, which grants the City certain oversight rights with respect to the Jordan Park Apartments following assignment to the Authority or an Ownership Entity.
2. If this Agreement goes into effect, it constitutes prior written consent of the City to the assignment of the Ground Lease for the sole purpose of assigning ownership of the Jordan Park Apartments from the Developer to the Authority or an Ownership Entity (the document evidencing such assignment being called the "Assignment").
3. The Contractor Agreement shall terminate at the Closing. For purposes of this Agreement, "Closing" is the assignment to the Authority or an Ownership Entity of the Developer's interest in the Ground Lease and the Developer's interest in the Jordan Park Apartments. Following the termination of the Contractor Agreement, the Parties shall have no further obligations to one another other than those set forth in this Agreement.
4. Following termination of the Contractor Agreement, the City shall have no liability arising out of or related to the Contractor Agreement, and the Developer releases the City from any and all claims and liability arising out of or related to the Contractor Agreement. The Developer's indemnity obligations set forth in paragraph N of part II, General Terms and Conditions, of the Contractor Agreement shall survive termination of the Contractor Agreement with respect to events, incidents, or other losses occurring or arising prior to the date of termination of the Contractor Agreement, regardless of when a claim is made for such an event, incident, or other loss.
5. The Developer represents and warrants that, throughout the term of the Contractor Agreement, the Developer has maintained insurance coverage in accordance with the requirements set forth in paragraph GG of part II, General Terms and Conditions, of the Contractor Agreement, and the Developer agrees that it shall maintain such coverage until the Contractor Agreement is terminated.
6. The Developer's record retention obligations set forth in paragraph H of part II, General Terms and Conditions, of the Contractor Agreement shall survive termination of the Contractor Agreement. Such books and records shall be open to examination or audit by the City upon request.
7. The term "Invoice" means any invoice, bill, or other written demand for payment submitted to the Developer at least ten (10) business days before Closing. On or before the date of Closing, the Developer shall pay or provide in the documents executed in connection with the Closing that the

Authority or the Ownership Entity, as applicable, shall pay after Closing all Invoices for the provision of goods and services related to the Property and the Jordan Park Apartments, including but not limited to payment of all Invoices from individuals and companies who have provided repair services at the Jordan Park Apartments (other than invoices in dispute), and the Developer shall provide evidence of its payment of such Invoices or the assumption of such Invoices by the Authority or the Ownership Entity, as applicable, upon request by the City.

8. The Developer acknowledges that, as part of the assignment of the Property and the Jordan Park Apartments to the Authority or an Ownership Entity, the Developer has obligations to transfer to the Authority all funds remaining in the operating reserve and the replacement reserve, in accordance with section 5(d) of the Regulatory And Operating Agreement between the Authority and the Developer, dated July 31, 2001.
9. In recognition of the Developer's performance under the Contractor Agreement, the City shall cancel the Note effective as of the Closing, and shall deliver to the Escrow Agent (as defined below) at least one (1) business day prior to the Closing an executed release (the "Mortgage Release") of the Mortgage in the Official Records of Pinellas County, Florida, in a form substantially similar to the one attached to this Agreement as Exhibit B. The Escrow Agent shall have the right to release the Mortgage Release from escrow and to record the same in the Public Records of Pinellas County, Florida immediately prior to the recordation of the Assignment. If the Assignment is not recorded on or before February 1, 2017, the Escrow Agent shall return the Mortgage Satisfaction to the City. For purposes of this Agreement, the term "Escrow Agent" shall mean the firm of Squire Patton Boggs (US) LLP, Tampa, Florida.
10. Prior to Closing, the Developer shall cooperate with the Authority and the City and promptly respond to all reasonable requests of the Authority and the City related to the Jordan Park Apartments.
11. The laws of the State of Florida shall govern this Agreement.
12. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. No amendment or termination of this Agreement is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date first above written.

CITY OF ST. PETERSBURG

WITNESSES:

By: \_\_\_\_\_  
Joshua A. Johnson, Director  
Housing and Community Development

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Attest: \_\_\_\_\_  
Chandrasasa Srinivasa, City Clerk

(SEAL)

JORDAN PARK DEVELOPMENT PARTNERS, LTD.

A Florida limited partnership

By: Jordan Park Development, LLC, its General Partner

By: The Richman Group of Florida, Inc., Member

WITNESSES:

By: \_\_\_\_\_  
Kristin Miller, President

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: Landex of Jacksonville, Inc., Member

WITNESSES:

By: \_\_\_\_\_  
Peter Siegal, President

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (designee)

**EXHIBIT A**  
**CONTRACTOR AGREEMENT BETWEEN CITY AND DEVELOPER**

CITY  
COPR

**CONTRACTOR AGREEMENT**  
(Loan for Rehabilitation of Property)

THIS AGREEMENT, ("Agreement") made and entered into this 28th day of December, 2000, by and between the City of St. Petersburg, a municipal corporation existing by and under the laws of the State of Florida ("City"), and Jordan Park Development Partners, Ltd., a limited partnership organized under the laws of the State of Florida ("Contractor"):

WITNESSETH :

WHEREAS, the City is the recipient of Community Development Block Grants (B-99, B-00 & B-01-MC-12-0017); and

WHEREAS, the City desires to use a portion of said grants for the improvement of the social and economic welfare of its citizens through the provision of services to low- and moderate-income persons; and

WHEREAS, the City Council by Resolution numbers 99-413 and 00-501 have appropriated funds for the implementation of said goals;

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, the City and the Contractor agree as follows:

**PART I - SPECIFIC TERMS AND CONDITIONS**

**A. SCOPE OF SERVICES**

1. Contractor shall perform or cause to be performed the following services:

a) The development of plans and specifications for the infrastructure improvements at the Jordan Park Development site and all the other activities related to the planning, design and construction of infrastructure and infrastructure-related improvements, including, but not limited to: underground public utilities, streets, sidewalks, alleys, streetscapes, landscaping and lighting ("Infrastructure"), whose street address is 2240 Ninth Avenue South, St. Petersburg, Florida, 33712, legally described as Jordan Park Tracts 1 & 2 and that pt of Vac Jordan Park ST E of Tract 1 as recorded in the Public Records of Pinellas County, Florida ("Property") (Parcel identification number: 31/26/16/44460/001/0010); and

b) To develop and operate the Property as an affordable housing facility providing 237 housing units for low- and very-low income households through the term of the instrument described in Part I, Section D. of this Agreement.

2. Progress in implementation of services under this Agreement shall be measured against the following benchmarks:

- a) Submission of infrastructure plans and specifications to the appropriate City department(s) and to the Housing and Community Development Department occurred before December 25<sup>th</sup>, 2000;
- b) Selection of a construction contractor occurred before December 31<sup>st</sup>, 2000;
- c) Request reimbursement for services covered under this Agreement in accordance with the attached Exhibit B.

In the event that one or more of these benchmarks are not met, City shall have the right to terminate this Agreement or reduce the agreed upon funding amount, with a ten business day notice to Contractor to cure. If correction is not made within the ten business day notice period, the Agreement may be terminated and all funds disbursed under the Agreement shall be paid back to City from Contractor within thirty days of termination.

3. Contractor shall implement its construction duties under this Agreement in accordance with the following:

a) Contractor shall hire an architect/engineer to prepare written plans and specifications for the infrastructure construction activities described in paragraph one above. The cost of preparation of plans and specifications by a licensed architect and/or engineer shall be a reimbursable item under this Agreement.

b) Contractor shall include all applicable federal requirements set forth for construction projects, such as Davis-Bacon wage rates and Executive Order 11246, in bid documents, contracts and any subcontracts and abide by and enforce all said requirements. Actual federal labor standards documentation will be originated and maintained by the St. Petersburg Housing Authority with oversight from the City.

c) All infrastructure plans and specifications shall be submitted to the City's Housing and Community Development Department.

d) Contractor shall submit infrastructure plans and specifications to the City's Engineering and Public Utilities Departments for review and approval.

e) Contractor shall have a mandatory pre-construction meeting, with a representative from the City's Housing and Community Development Department in attendance, with all construction contractors/subcontractors prior to the start of construction.

f) Contractor shall insure that the construction contractor has the appropriate license(s) to do the intended work and that the necessary construction permit(s) is/are obtained prior to the City funding any portion of the construction of infrastructure improvements.

g) City may inspect the work during construction. City shall have no liability to Contractor with respect to any such inspection or non-inspection.

h) All change orders for the Infrastructure, regardless of funding source, shall be approved by City prior to change order work being started. Said approval shall not unreasonably be withheld and shall be processed within 5 business days.

i) All requests for payment, submitted by the construction contractor responsible for performance of the Infrastructure, shall be approved by City and Contractor prior to payment by Contractor.

j) Contractor shall not assist any property which is historically or environmentally sensitive without written consent from the City. City shall not be liable for reimbursement of costs for any property determined to violate any environmental law, including but not limited to, those listed in 24 CFR Part 58, if applicable.

4. Contractor shall operate the Property as a rental housing facility with 237 units for low- and very-low income households in accordance with the following:

a) The Property shall be used as a rental housing facility whose mission is to provide housing to 237 low- and very-low income households.

b) All the residential tenants, at initial occupancy of the Property during each fiscal year (October 1st through September 30th); shall qualify as low- and very-low income, as defined by the U.S. Department of Housing and Urban Development ("HUD") Section 8 income limits; current income limits as attached hereto as Exhibit A and as may be revised from time to time by the U.S. Department of Housing and Urban Development.

5. The Scope of Services outlined above shall be altered only through the prior written approval of the City.

6. Upon completion of the work described in this Agreement, the Contractor shall cause the transfer, by special warranty deed, the fee simple title to all of the land underlying the platted rights of way ("ROW") within the Property, along with all of the Contractor constructed improvements on and below the surface of the ROW to the City, free and clear of all encumbrances.

## B. METHOD OF PAYMENT

1. City shall pay to Contractor a maximum of \$3,167,000.00 (three million one hundred sixty seven thousand dollars and no cents) and Contractor shall accept that amount toward the cost of infrastructure development and improvements, as follows:

a. City shall pay a maximum of \$3,167,000.00 (three million one hundred sixty seven thousand dollars and no cents), in accordance with Section B.1. above, for infrastructure improvement plans and specifications and construction of infrastructure improvements on Property. Any funds in excess of that amount shall be provided by other sources of funds arranged by Contractor, including but not limited to Low Income Housing Tax Credits, HOPE VI funds, and Federal Home Loan Bank funds; and

b. Work shall be completed and draw requests shall be submitted in accordance with the Minimum Draw Schedule attached hereto as Exhibit B. In the event that work is completed and draws are submitted in advance of the schedule in Exhibit B, funds will be reimbursed by City for approved work. In the event that Contractor fails to complete work and submit at least the cumulative payment draw amount, within a 10% (ten percent) variance, by the corresponding month in the schedule, City may reduce the funds available under this Agreement by an amount equal to the difference between the cumulative draw amount as specified in Exhibit B and the actual work completed and approved and draw request submitted. Review of the draw schedule will occur on a quarterly basis, beginning March 31, 2001. In the event that the draw schedule is not met, due to Contractor's fault, City shall have the right to reduce the amount available under this Agreement with a ten business day notice to Contractor to cure. If correction is not made within the ten business day notice period, the Agreement amount shall be reduced and the draw schedule adjusted. The lack of submission of acceptable Davis Bacon payroll-related paperwork or reports or other federally required paperwork required herein for payment approval, shall not be considered an acceptable reason to extend draw deadlines.

2. Contractor shall not be reimbursed for any general administrative costs, staff salaries, indirect costs or overhead costs of Contractor related to the services provided herein.

3. Disbursement of all funds by the City shall be a reimbursement for actual costs incurred by Contractor or for documented expenses to be paid by the Contractor within three working days of receipt of funds from the City. Contractor shall provide to City a copy of all checks disbursing funds to any architect/engineer or construction contractor for performance of services under this Agreement; said copies to be provided prior to approval of additional payments.

4. Requests for payment shall include adequate documentation of expenses, releases of liens from any construction contractors and a written statement from Contractor accepting work for which payment is requested. Payment shall be allowed for materials not installed, not to exceed \$500,000.00 (five hundred thousand dollars and no cents) at any one time. Stored materials shall be kept in a bonded secure warehouse with access provided to the City for purposes of verification and Contractor shall provide City with documentation of paid invoices to substantiate value of stored materials. Loss of said stored materials shall be the sole responsibility of the Contractor and shall not constitute cause for delay of construction.

5. Construction payments shall neither be made by the Contractor nor processed or made by the City until all federal labor standards documentation has been approved by the City and all reporting requirements have been fulfilled on time. Actual Federal labor standards documentation will be reviewed, approved and held by the St. Petersburg Housing Authority with oversight from the City.

6. The City may disapprove requests for payment which are materially not consistent with the terms of this Agreement.

7. No requests for payment under this Agreement shall be accepted after August 31, 2002. Time extension will be allowed with any materially reasonable request.

#### C. REPORTING AND MONITORING

1. Contractor shall provide a written monthly report on the progress made toward completion of construction activities. Said report shall compare goals with accomplishments and provide an explanation if accomplishments do not meet implementation schedule. Said report shall be due to City by the fifth working day of the month following the end of the reporting period; the first report being due the fifth working day of the month after this Agreement is signed.

2. When the Property achieves 95% (ninety five percent) occupancy ("Stabilization"), through the term of the instrument described in Part I, Section D. of this Agreement, Contractor shall provide an annual report by October 31<sup>st</sup> of each year for the period of October 1 through September 30 of each year, in a format agreed by the City, which summarizes information on all residential occupants of the Property. From the date of Certificate of Occupancy of the construction through Stabilization,

Contractor shall provide quarterly reports in a format agreed by the City, which summarizes information on all residential occupants of the Property. Said reports shall include, but not be limited to, race and sex of head of household, gross income of household and number of persons in the household and shall be submitted within thirty days of the end of each quarter.

3. Contractor shall furnish City with all additional information, records, reports and data as may be required by HUD or City pertaining to matters of this Agreement.

4. City shall have the right to monitor and evaluate all aspects of activities carried out by Contractor.

5. Contractor shall provide annually to City, for the term of the instrument described in Part I, Section D. of this Agreement, evidence of property insurance, and flood insurance, if applicable.

6. Paragraphs 2, 3, 4 and 5 of this Section shall continue in effect until the termination of the instrument described in Part I, Section D of this Agreement.

#### D. RESTRICTIONS ON USE

1. The Property shall be used as an affordable housing facility with ancillary services to support the residential development including but not limited to a community center, laundry facility, day care center, etc. whose mission is to provide housing to 237 low- and very-low income households providing services principally to low- and very-low income households, as defined by the U.S. Department of Housing and Urban Development, through December 31, 2031, unless an alternative use is approved in writing by the City prior to a conversion to such alternative use.

2. A promissory note secured by a mortgage on the leasehold interest legally described as Jordan Park Tracts 1 & 2 and that pt of Vac Jordan Park ST E of Tract, also known as 2240 Ninth Avenue South, St. Petersburg, Florida, 33712, in the amount of \$3,167,000.00 (three million one hundred sixty seven thousand dollars and no cents) or the full amount drawn by Contractor from City at time of completion, whichever is less, shall be executed and held by the City.

#### E. TIME OF PERFORMANCE

The services described in Part I, Section A of this Agreement shall commence on \_\_\_\_\_ and shall be completed on or before August 31, 2002.

#### F. GENERAL TERMS AND CONDITIONS

1. The attached "Part II General Terms and Conditions" are incorporated into this Agreement and are binding on the parties hereto.

2. All parts and exhibits to this Agreement shall be read together providing, however, that in the case of conflict, terms of the Part I of this Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date first above written.

WITNESS:

Sign: [Signature]

Print: Paul Stellrecht

Sign: [Signature]

Print: Lynn Gilbert

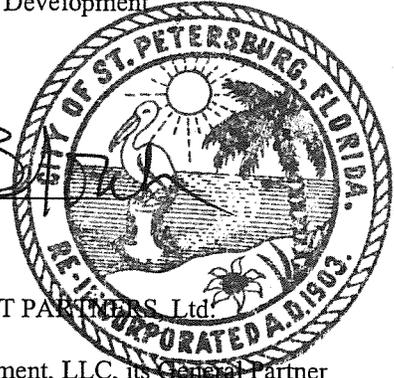
CITY OF ST. PETERSBURG:

By: [Signature]

Robert H. Rowan, Director  
Housing and Community Development

Attest: [Signature]

Jane Brown, City Clerk



WITNESS:

JORDAN PARK DEVELOPMENT PARTNERS, Ltd.

A Florida limited partnership

By: Jordan Park Development, LLC, its General Partner

By: The Richman Group of Florida, Inc., Member

Sign: [Signature]

Print: MC Myers

By: [Signature]

Kristin Reiner  
Vice President

Sign: [Signature]

Print: Fara Segel

By: Landex of Jacksonville, Inc., Member

By: [Signature]

Judith S. Siegel  
President

Approved as to Form and Content:

[Signature]

City Attorney (designee)

By: **RICHARD B. BADGLEY**

Assistant City Attorney

**EXHIBIT A**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**2000 INCOME LIMITS**

<u>Persons in Household</u>	<u>Very Low Income Maximum Household Income</u>	<u>Low- and Moderate-Income Maximum Household Income</u>
1	\$ 16,650	\$ 26,600
2	19,000	30,400
3	21,400	34,200
4	23,750	38,000
5	25,650	41,050
6	27,550	44,100
7	29,450	47,100
8+	31,350	50,150

EXHIBIT B

Minimum Draw Schedule for Jordan Park Infrastructure Design and Implementation

	Date	Minimum Draw Requests*	Actual Amounts	Cumulative Draws	Actual Cumulative Draw
1	31-Dec-00	141,511		141,511	
2	31-Jan-01	141,511		283,022	
3	03-Mar-01	226,417		509,439	
4	31-Mar-01	226,417		735,856	
5	01-May-01	268,870		1,004,726	
6	31-May-01	283,021		1,287,747	
7	01-Jul-01	283,021		1,570,768	
8	31-Jul-01	221,000		1,791,768	
9	31-Aug-01	148,000		1,939,768	
10	01-Oct-01	142,232		2,082,000	
11	31-Oct-01	125,000		2,207,000	
12	01-Dec-01	150,000		2,357,000	
13	31-Dec-01	175,000		2,532,000	
14	31-Jan-02	175,000		2,707,000	
15	28-Feb-02	95,000		2,802,000	
16	31-Mar-02	60,833		2,862,833	
17	30-Apr-02	60,833		2,923,667	
18	30-May-02	60,833		2,984,500	
19	29-Jun-02	60,833		3,045,333	
20	29-Jul-02	60,833		3,106,167	
21	28-Aug-02	60,833		3,167,000	

\* Draw requests include retainage.

PART II - GENERAL TERMS AND CONDITIONS  
(CDBG-Funded Service Agreements)

A. Source of Funds. The sole source of funding from the CITY for payment of services performed under this agreement is the Community Development Block Grant provided to the CITY by the U.S. Department of Housing and Urban Development. CONTRACTOR agrees that in the event that the Community Development Block Grant is reduced or withheld by the U.S. Department of Housing and Urban Development, then the CITY shall not be liable for payment of contracted services from any CITY fund other than the Community Development Block Grant. CONTRACTOR further agrees that the maximum sum payable under this agreement may be reduced by the CITY. In the event that the U.S. Department of Housing and Urban Development determines that CONTRACTOR has not fulfilled its obligations in accordance with the requirements applicable to the Community Development Block Grant and/or requests reimbursement of expenses paid under this agreement, CONTRACTOR shall provide said reimbursement from non-federal sources within ten days of said notice from the CITY.

B. Non-Discrimination. In carrying out this agreement, the CONTRACTOR or any subcontractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin or handicap.

C. Fair Housing. In carrying out this agreement, the CONTRACTOR or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. CONTRACTOR and any subcontractor agree to affirmatively further fair housing.

D. Equal Employment and Contracting Opportunity. During the performance of this agreement, the CONTRACTOR shall comply with E.O. 11246 and implementing regulations at 41 CFR Part 60. CONTRACTOR shall not discriminate against any person in any phase of employment because of race, color, religion, sex, or national origin. CONTRACTOR and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. CONTRACTOR and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg metropolitan area and award contracts for work in connection with this agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area. In accordance with E.O. 11246 and implementing regulations at 41 CFR Part 60, CONTRACTOR and any subcontractors performing services under this agreement shall develop a written affirmative action compliance program, if CONTRACTOR or subcontractor has fifty (50) or more employees and is awarded a contract(s) totaling \$50,000.00 or more. Said program shall be due to CITY prior to any payment for services under this agreement.

E. Section 3. Any contract exceeding \$200,000 and any subcontract exceeding \$100,000 shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. CONTRACTOR shall comply with HUD's regulations in 24 CFR Part 135, which implement Section 3, and shall include the following clause (referred to as the Section 3 clause) in all subcontracts resulting from the commitment of funds under this Agreement:

1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3) The contractor agrees to send to each labor organization or representative of workers with whom the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice

in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5) The contractor will certify that any vacant employment positions, including training positions, filled: (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. Conflict of Interest. CONTRACTOR shall ensure that no member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise herefrom. In addition, CONTRACTOR shall ensure that no employee or consultant of the CITY or a subgrantee, or its designees or agents, no member of the City Council, and no other elected or appointed official or officer of the CITY or a subgrantee who exercises or has exercised any functions or responsibilities with respect to the CDBG program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the services provided under this agreement.

CONTRACTOR shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using funds provided under this agreement. No employee, officer or agent shall participate in the selection, award or administration of a contract in which said funds are used, where he or his immediate family, partners, or organization in which he or his family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. CONTRACTOR'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by CONTRACTOR'S officers, employees or agents.

G. Lobbying Prohibited. CONTRACTOR certifies that:

1) no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, with a copy of said submittal provided to CITY within ten (10) days of submission.

H. Record Retention. All records pertaining to this agreement, including but not limited to financial, statistical, property and programmatic records, shall be retained for four (4) years from ending date of the CITY'S fiscal year (October 1 through September 30) in which this agreement is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for four (4) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. 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.

I. Audits. The CONTRACTOR shall at any time during normal business hours and as often as the CITY and/or Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or

any of their duly authorized representatives may deem necessary make available for examination all of CONTRACTOR'S records, books, documents, papers, and data with respect to all matters covered by this agreement and shall permit the CITY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this agreement.

If CONTRACTOR receives and/or expends more than \$300,000 in federal awards, including funds received under this Agreement, in a fiscal year, CONTRACTOR shall at CONTRACTOR'S expense have an audit of CONTRACTOR'S records performed by an independent Certified Public Accounting firm in accordance Generally Accepted Accounting Principles (GAAP).

If CONTRACTOR is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends \$10,000 or more in funds under this Agreement, CONTRACTOR shall at CONTRACTOR'S expense have a financial audit performed by an independent Certified Public Accounting firm. Said audit shall test the fiscal integrity of financial transactions, the effectiveness of financial management systems and the effectiveness of internal control systems. Said audit shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the CONTRACTOR through disbursement of the last payment from CONTRACTOR to a vendor or last payment from CITY to CONTRACTOR, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said audit shall be due to the CITY within 120 days of the end of CONTRACTOR'S fiscal year in which final payment under this Agreement is paid by CONTRACTOR. If a lien is placed on real property as part of this Agreement, CONTRACTOR shall provide CITY with an annual audit, within 120 days of the end of CONTRACTOR'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

If CONTRACTOR is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends less than \$10,000 in funds under this Agreement, CONTRACTOR shall at CONTRACTOR'S expense have an agency-wide financial compilation performed by an independent Certified Public Accounting firm. Said compilation shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the CONTRACTOR through disbursement of the last payment from CONTRACTOR to a vendor or last payment from CITY to CONTRACTOR, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said compilation shall be due to the CITY within 120 days of the end of CONTRACTOR'S fiscal year in which final payment under this Agreement is paid by CONTRACTOR. If a lien is placed on real property as part of this Agreement, CONTRACTOR shall provide CITY with an annual compilation, within 120 days of the end of CONTRACTOR'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

J. Reports and Information. At such times and in such form as CITY may require, CONTRACTOR shall furnish to CITY statements, records, reports, data and information as the CITY may request pertaining to matters covered by this agreement.

K. Copyrights and Patents. If this agreement results in a book or other copyrightable materials or patentable materials, CONTRACTOR may copyright or patent such, but CITY and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

L. Termination of Contract for Cause. If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, CITY shall there-upon give written notice of such violation to the CONTRACTOR and if such violation is not cured within 15 (fifteen) business days (or such longer period as is reasonable to effect such cure if CONTRACTOR is diligently pursuing same), then the City shall have the right to terminate this agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) business days before the effective date of such termination. In such event, any finished or unfinished material prepared under this agreement shall become the property of CITY and just and equitable compensation or credit as determined by CITY shall be given for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the agreement by the CONTRACTOR. The CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount for damages due to the CITY from the CONTRACTOR is determined.

This agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires,

floods, epidemics, quarantine restrictions, strikes and unusually severe weather. But, in every case the failure to perform must be beyond the control and without the fault and negligence of CONTRACTOR.

In the event of default, lack of compliance or failure to perform on the part of CONTRACTOR, CITY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to: requesting additional information from CONTRACTOR to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising CONTRACTOR of deficiency and advising CONTRACTOR that more serious sanctions may be taken if situation is not remedied; advise CONTRACTOR to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise CONTRACTOR to reimburse CITY for amount of costs incurred for any items determined ineligible.

M. Termination for Convenience. CITY may terminate this agreement at any time, by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination, at least fifteen (15) days before the effective date thereof. In that event, all finished or unfinished documents and other material shall, at the option of CITY become its property. If the agreement is terminated by CITY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this agreement, minus payments of compensation previously made.

N. Hold Harmless. The CONTRACTOR shall indemnify and hold the CITY and all of its officers and employees, including but not limited to members of the St. Petersburg City Council, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this agreement for services under the administration and direction of said CONTRACTOR. The CONTRACTOR will defend any actions or suits brought against the CITY by reason of the CONTRACTOR'S failure or neglect in complying with any of the conditions and obligations of this agreement, or any tort liability arising out of actions of the CONTRACTOR or any of its agents or subcontractors.

O. Partial Invalidity. Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.

P. Notification. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

ADDRESS OF CITY:

City of St. Petersburg  
Housing and Community Development  
Post Office Box 2842 (if mailed)  
175 Fifth Street North (if delivered)  
St. Petersburg, Florida 33731

ADDRESS OF AGENCY:

Jordan Park Development Partners, Ltd.  
120 South Olive Street  
West Palm Beach, FL 33401

Q. Assignment and Subcontracting. CONTRACTOR shall not assign any interest in this agreement or otherwise transfer interest in this agreement. All federal requirements of this agreement shall be applicable to any subcontracts entered into under this agreement and it shall be CONTRACTOR'S responsibility to ensure that all federal requirements are included in said subcontracts and all subcontractors abide by said requirements.

R. Property Acquired. Not applicable

S. Modifications. No oral agreement or conversation with any officer, agent or employee of the CITY, either before or after execution of this agreement shall affect or modify any of the terms or obligations contained in this agreement.

Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY. This agreement shall not be modified except in writing by the designated CITY representative.

T. HUD Requirements. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the United States Department of Housing and Urban Development at any time.

U. Non-Waiver. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

V. Religious Discrimination. CONTRACTOR agrees that in consideration of receipt of funds under this agreement:

1) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2) CONTRACTOR shall not discriminate against any person seeking assistance from CONTRACTOR on the basis of religion and will not limit services or give preference to persons on the basis of religion;

3) CONTRACTOR shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselytizing, and exert no other religious influence on any client or employee of CONTRACTOR.

4) No property from which services are provided under this agreement and/or no property which is acquired, constructed or rehabilitated under this agreement shall contain religious symbols or decorations and/or shall be used for religious instruction, counseling, workshops and/or services for the term of this agreement and the term of any mortgage and/or promissory notes issued pursuant to this agreement.

5) CONTRACTOR agrees to include the above four paragraphs in any subcontracts pursuant to this agreement.

W. Program Income. Not applicable.

X. Revolving Loan Funds. Not applicable.

Y. Reversion of Assets. Unless otherwise provided for in Part I of this agreement, CONTRACTOR shall for a period of at least five (5) years from the date of expiration of this agreement maintain any property acquired and/or improved under this agreement for the intended purpose of this agreement and will provide a minimum of 70% benefit to low- and moderate-income persons, as defined by the U.S. Department of Housing and Urban Development. In the event that the property is not maintained for at least five (5) years for the intended purpose, CONTRACTOR shall reimburse the CITY for the current fair market value of the property/improvements at the time of the change of use within fifteen (15) days of the change of use.

Z. OMB A-110. Not applicable.

AA. Cost Principles. Not applicable.

BB. National Flood Insurance Program. CONTRACTOR shall obtain flood insurance in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) for property acquired and/or improved under this agreement which is within an area having special flood hazards as determined by CITY.

CC. Labor Standards. CONTRACTOR shall abide by and enforce all provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as each applies to construction services provided under this agreement.

DD. Lead-Based Paint. CONTRACTOR shall comply with the regulations at 24 CFR 570.608 and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) for residential structures constructed or rehabilitated under this agreement.

EE. Debarred, Suspended or Ineligible Contractors. CONTRACTOR shall not use funds provided by this agreement directly or indirectly to employ, award contracts to or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24.

FF. Construction Bonding and Insurance. All construction contracts or subcontracts more than \$100,000 let as the result of this agreement shall include the following requirements: a) a bid guarantee, such as a bid bond or certified check, from each bidder equivalent to five percent of the bid price; b) a performance bond for 100 percent of the contract price; and c) a payment bond for 100 percent of the contract price. All such bonds obtained must be from companies listed in Treasury Circular 570.

GG. Insurance. The CONTRACTOR shall maintain insurance coverage in form and amount deemed adequate by the CITY for all risks inherent in the functions and aspects of its operation including but not limited to risks of fire, casualty, automobile coverage as required by law, workmen's compensation insurance as required by law, and public liability insurance for personal injury and property damage.

The CITY hereby reserves the right to require the CONTRACTOR to have the CITY named as additionally insured under the coverage provided by all policies named in this agreement, with the exception of workmen's compensation insurance. This right may be exercised at any time and may be exercised at the absolute discretion of the CITY, with or without stated reasons by providing written notice to the CONTRACTOR. The CONTRACTOR shall have ten (10) days in which to comply. The CITY shall be afforded the same notice as the named insured in the event of cancellation of any policy by the insurance company.

The CONTRACTOR shall submit to the CITY, prior to the distribution of any funds under the agreement, proof of insurance coverage which shall consist of a copy of all policies evidencing such coverage. The CITY reserves the right to request proof that the insurance premium for such policies effective during the term of this agreement has been paid.

HH. Relocation and Displacement. CONTRACTOR shall provide relocation assistance at CONTRACTOR'S expense in accordance with 24 CFR 570.606 and with the CITY'S Residential Antidisplacement and Relocation Assistance Plan, to any person displaced as a result of activities performed under this agreement.

II. Minority Business Enterprises. CONTRACTOR shall use its best efforts to contract with minority-owned businesses for materials, supplies and construction funded in whole or in part by this agreement. Documentation of contracts with minority-owned businesses and/or best efforts taken shall be provided to CITY upon request.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
LEASEHOLD MORTGAGE NOTE  
Exhibit "A"

PROPERTY ADDRESS: 2240 Ninth Avenue South  
St. Petersburg, Florida

DATE: December 28, 2000 AMOUNT: \$ 3,167,000.00

FOR VALUE RECEIVED, the undersigned, Jordan Park Development Partners, Ltd. (jointly and severally, if more than one) ("Borrower") promises to pay to the order of the City of St. Petersburg, Florida, a municipal corporation organized and existing under the laws of the State of Florida, or its successor in interest ("Lender"), the principal sum of \$3,167,000.00 (three million one hundred sixty-seven thousand dollars and no cents), ("Principal"), in accordance with the following provisions:

**1. Payments.** Payment of the principal amount of this Note is deferred until January 1, 2032, if Borrower does not default on any one or more of the following: 1) the lease between Borrower and the St. Petersburg Housing Authority ("Lease") dated November 9, 2000 on the property described as: Jordan Park Tracts 1 & 2 and that pt of Vac Jordan Park ST E of Tract 1 as recorded in the Public Records of Pinellas County, Florida ("Property") (Parcel identification number: 31/26/16/44460/001/0010), and which is currently also known as 2240 Ninth Avenue South, St. Petersburg, Florida ("Property"); 2) the Leasehold Mortgage which is or will be executed to secure payment on this note ("Mortgage"); 3) this Note; and 4) the Contractor Agreement between Borrower and the Lender, dated December 28, 2000 ("Agreement"), including all subsequent amendments to the Agreement, which is by this reference incorporated herein; and/or fails to operate said Property as an affordable housing facility whose mission is to provide housing to 237 low- and very-low income households providing services principally to low- and very-low income households.

In the event of default of any provision of this Note, the Lease, the Mortgage or the Agreement, ("Default") the principal shall become immediately due and payable. In addition to the repayment of principal, Lender will be entitled to recover the current fair market value of the leasehold interest, less the principal amount and any portion of the value of the leasehold interest attributable to non-Community Development Block Grant funds expended for acquisition and/or major improvements.

In the event of a Default, the Lender, at its sole option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of the principal and interest due under terms and conditions established by the Lender. If the Lender decides not to offer an Alternative Note, it will notify the Borrower of that decision.

If an Alternative Note is offered by the Lender, Borrower shall have the right to reject note and pay the amounts due under this Note within 20 days of receipt of the Alternative Note.

**2. Interest.** This Note shall not accrue interest as long as payment of the principal is deferred.

**3. Prepayment.** This Note may be prepaid at any time without penalty.

**4. Interest Limitation.** Notwithstanding any other provision of this Note or of any instrument securing this Note or any other instrument executed in connection with the Loan evidenced hereby, it is expressly agreed that the amounts payable under this Note or under the other aforesaid instruments for the payment of interest or any other payment in the nature of or which would be considered as interest or other charge for the use or loan of money shall not operate to produce a rate that exceeds such limitation. Any excess charged over such limitation will not be payable and the amount otherwise agreed to be paid shall be reduced by the excess so that such limitation will not be exceeded, and in the event any such payment is paid by Borrower or received by Lender whereby such limitation is exceeded, the amount of the excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by the amount of such excess, unless Borrower shall notify Lender in writing that Borrower elects to have such excess sum refunded to it.

**5. Consent and Waiver.** Each Obligor (which term shall mean and include each Borrower, endorser, and all others who may become liable for all or any part of the obligations evidenced and secured hereby), does hereby, jointly and severally: (A) consent to any forbearance or extension of the time or manner of payment hereof and to the release of all or any part of any security held by the Lender to secure payment of this Note and to the subordination of the lien of any instrument of security securing this Note without notice to or consent of that party; (B) agree that no course of dealing or delay or omission or forbearance on the part of the Lender in exercising or enforcing any of its rights or remedies hereunder or under any instrument securing this Note shall impair or be prejudicial to any of the Lender's rights and remedies hereunder or to the enforcement thereof and that the Lender may extend, modify or postpone the time and manner of payment and performance of this Note and any instrument securing this Note, may grant forbearance and may release, wholly or partially, any security held by the Lender as security for this Note and release, partially or wholly, any person or party primarily or secondarily liable with respect to this Note, all without notice to or consent by any party primarily or secondarily liable hereunder and without thereby releasing, discharging or diminishing its rights and remedies against any other party primarily or secondarily liable hereunder; and (C) waive notice of acceptance of this Note, notice of the occurrence of any default hereunder or under any instrument securing this Note and presentment, demand, protest, notice of dishonor and notice of protest and notices of any and all action at any time taken or omitted by the Lender in connection with this Note or any instrument securing this Note and waives all requirements necessary to hold that party liable for its obligations.

6. **Events of Default.** The happening of any of the following events ("Events of Default") shall constitute a default of this Note: (A) failure of the Borrower to pay any principal, interest or any other sums when due under this Note; (B) a failure of the Borrower to comply with any provision of this Note (other than payment obligations), the Lease, the Mortgage, the Agreement, or of any other instrument executed in connection with the loan evidenced hereby within 30 days after receiving written notice of such default; (C) transfer of ownership, leasing, abandoning or closing of the Property.

7. **Acceleration.** If an Event of Default shall occur, then this Note shall be in default and, at the option of the Lender, all monies due under this Note shall immediately become due and payable without notice or demand. While in default, the entire principal sum and accrued interest shall both bear interest from such default date at the maximum rate permitted by law, until paid; it being agreed that interest not paid when due shall, at the option of the Lender, draw interest at the rate provided for in this paragraph. The remedies of Lender, as provided herein or any document securing the Loan evidenced hereby shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender. No act of omission or commission of the Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver of release of any subsequent right, remedy or recourse as to a subsequent event.

8. **Attorneys' Fees.** All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys' fees and costs, whether or not an action is brought, for the services of counsel employed after maturity or default to collect this Note or any principal or interest due hereunder, or to protect the security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal, or in any proceedings under the federal Bankruptcy Code or in any post-judgment proceedings.

9. **Security.** This Note is secured by a Leasehold Mortgage ("Leasehold Mortgage") of even date, in favor of Lender, pertaining to the Property situated in the County of Pinellas, State of Florida, the terms and conditions, agreements, covenants and obligations of each of which are expressly incorporated herein in accordance with the laws of the State of Florida. Any notice required to be given by this Note shall be given in accordance with the notice provisions of the Leasehold Mortgage.

10. **Florida Law and Venue.** This Note shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.

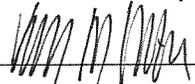
11. **Headings.** The headings of the paragraphs contained in this Note are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

12. **Non-Recourse.** Until the Completion Date, as defined in the Agreement, the Lender shall have unlimited recourse against the assets of the Borrower and the general partner of the Borrower ("General Partner"), but in no event shall the partners, members, officers, shareholders or the principals of the General Partner be personally liable for any amounts due hereunder or any other document evidencing or securing the Loan. Upon the Completion Date and thereafter, neither the Borrower nor any of its partners, members, officers, shareholders or the principals shall be personally liable for amounts due hereunder or any other documents executed evidencing the Loan, or any deficiency which may arise upon foreclosure of the Leasehold Mortgage. In such an event, the Lender's sole recourse shall be against the collateral securing this Indebtedness.

JORDAN PARK DEVELOPMENT PARTNERS, Ltd:  
A Florida limited partnership

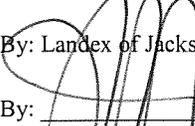
By: Jordan Park Development, LLC, its General Partner

By: The Richman Group of Florida, Inc., Member

By:  \_\_\_\_\_

Kristin Reiner  
Vice President

By: Landex of Jacksonville, Inc., Member

By:  \_\_\_\_\_

Judith S. Siegel  
President

Approved as to Form and Content:

 \_\_\_\_\_

City Attorney (designee)

By: **RICHARD B. BADGLEY**

Assistant City Attorney

**Prepared by; return to:**  
City of St. Petersburg Legal Dept.  
P.O. Box 2842  
St. Petersburg, FL 33731-2842

**EXHIBIT B**

**RELEASE OF LEASEHOLD MORTGAGE**

This release of leasehold mortgage is made on September \_\_\_\_, 2016, by the City of St. Petersburg, Florida, a municipal corporation (the "**Mortgagee**").

On December 28, 2000, the Mortgagee and Jordan Park Development Partners, Limited, a Florida Limited Partnership, (the "**Mortgagor**") executed a leasehold mortgage (the "**Mortgage**") securing a Community Development Block Grant Program Leasehold Mortgage Note in the amount of \$3,167,000.00 (the "**Note**").

The Mortgage was recorded in Pinellas County, Florida, official records book 11303, page 424, and encumbered the Mortgagor's leasehold interest in certain property located in Pinellas County, Florida, as more particularly described in the Note (the "**Property**").

Mortgagee hereby surrenders the Note and Mortgage as cancelled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Pinellas County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee is executing this release on the date stated in the introductory clause.

WITNESS

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Approved as to Content and Form

\_\_\_\_\_  
City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA

By: \_\_\_\_\_

Name: Joshua A. Johnson

Title: Director, Housing and Community  
Development

ATTEST

\_\_\_\_\_  
Chandrasana Srinivasa, City Clerk

(SEAL)

The foregoing instrument was acknowledged before me on September \_\_\_\_, 2016, by Joshua A. Johnson, Director of Housing and Community Development for the City of St. Petersburg, Florida, who is \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification and appeared before me at the time of notarization.

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Commission No. \_\_\_\_\_

# ***DRAFT***

## **AGREEMENT REGARDING JORDAN PARK APARTMENTS**

This Agreement Regarding Jordan Park Apartments (the “**Agreement**”) is made on December \_\_\_\_, 2016, between the Housing Authority of the City of St. Petersburg (the “**Authority**”) and the City of St. Petersburg, Florida, (the “**City**”) (collectively, the “**Parties**”).

### **RECITALS**

WHEREAS, on November 9, 2000, an amended and restated ground lease (the “**Ground Lease**”) for the property located at 2240 Ninth Avenue South, St. Petersburg, Florida, was executed between the Authority and Jordan Park Development Partners, Limited, a Florida limited partnership, (the “**Current Owner**”).

WHEREAS, through the Ground Lease and other agreements with the Authority, the Current Owner was obligated to rehabilitate, construct, maintain, and operate the 237 multi-family rental housing development known as the Jordan Park Apartments (collectively, the “**Development**”) as a public housing development for very-low and low-income households.

WHEREAS, to support certain infrastructure improvements within the rights-of-way on the property underlying a portion of the Development, the City approved funding in the amount of \$3,167,000 through the Community Development Block Grant program, which funding was documented as a loan to the Current Owner (the “**CDBG Loan**”).

WHEREAS, in connection with the CDBG Loan, the City and the Current Owner executed the following documents (collectively, the “**CDBG Loan Documents**”): a Community Development Block Grant Program Leasehold Mortgage Note (the “**Note**”); a Leasehold Mortgage, recorded in Pinellas County, Florida, in Official Records Book 11303, Page 424, (the “**Mortgage**”); and a Contractor Agreement (Loan for Rehabilitation of Property) (the “**Contractor Agreement**”).

WHEREAS, the Current Owner now desires to assign the Ground Lease and its ownership of the Development either to the Authority or to a legal entity controlled by the Authority.

WHEREAS, the City desires to facilitate this assignment by executing this Agreement and by executing a separate agreement with the Current Owner that will (a) provide prior written consent to the Current Owner’s assignment of the Ground Lease, as required by the Mortgage, (b) terminate the Contractor Agreement, and (c) cancel the Note and release the Mortgage.

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

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## **ARTICLE 1.0 OPERATION OF THE DEVELOPMENT**

**1.1 Public Housing or Affordable Housing:** The Authority shall maintain the Development as a rental housing project for very-low and low-income households with laundry facilities and a community room as ancillary services. The Authority shall operate the Development as public housing or as affordable housing and determine eligibility for housing using the income limits published annually by the U.S. Department of Housing and Urban Development (“**HUD**”) and/or the Florida Housing Finance Corporation (“**FHFC**”) that are applicable to the program or programs providing subsidy to the Development.

**1.2 Housing Standards:** The term “**Housing Standards**” means (a) applicable provisions of the St. Petersburg City Code (“**City Code**”) and (b) standards imposed by HUD or FHFC for any program providing subsidy to the Development. In the event of conflict between the various Housing Standards, the most stringent standard will apply. For example, if the City Code requires two electrical outlets in a room and an applicable HUD standard requires only one, the more stringent requirement of two outlets from City Code would apply.

**1.3 Maintenance and Repair:** The Authority shall maintain and make repairs to the Development as needed to comply with the Housing Standards, except as provided in section 1.4(d).

**1.4 Renovation Plan:** The initial version of the Authority’s plan for making repairs to the Development (the “**Renovation Plan**”) is attached to this Agreement as appendix C and reflects the Authority’s tentative list of the repairs the Housing Authority intends to undertake to bring the Development into compliance with the Housing Standards. The Renovation Plan will be updated and maintained as follows:

- (a) No later than fifteen (15) dates after execution of this Agreement, the City shall give the Authority a written list of any unresolved violations of the Housing Standards that the City has actual knowledge of (the “**Written Violation List**”).
- (b) No later than sixty (60) days after assignment of the Current Owner’s interest in the Development to the Authority in accordance with section 3.2, the Authority shall provide the City with an updated Renovation Plan. The Authority shall include in that updated Renovation Plan, among other items, every item in the Written Violation List and every repair that has been identified to date by the Authority that is necessary to bring the Development into compliance with the Housing Standards, regardless of whether the Authority has identified funding for the repair or established a deadline for the repair. The Authority shall also include in that updated Renovation Plan a general summary of the Authority’s plan to identify any remaining funding and how it plans to establish any remaining deadlines.
- (c) The Authority shall continue to update the Renovation Plan as additional necessary repairs are identified, as additional funding is identified or deadlines established, or as otherwise

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deemed necessary by the Authority. No later than ten (10) days after such an update, the Authority shall inform the City of the update through an amendment or supplement to the Renovation Plan or a revised version of the Renovation Plan.

- (d) If any component of the Development governed by the Housing Standards is not compliant with the Housing Standards but the Renovation Plan sets a deadline for repairs intended to bring that component into compliance, the non-compliance of that component does not constitute breach of the contractual obligation for maintenance imposed by section 1.3 until the deadline in the Renovation Plan for repairing that component has passed. The Authority acknowledges that this limit on contractual liability does not limit any other liability imposed upon the Authority for violations of applicable laws, including fines, liens, or other penalties imposed by the City for any violation of City Code.
- (e) The Authority's obligation to update the Renovation Plan pursuant to this section 1.4 will terminate when the City and the Authority agree in writing that the Development has been brought into compliance with the Housing Standards. If the City objects to the termination, the City shall supply the Authority with a written list of all remaining violations of the Housing Standards.
- (f) Nothing in this section 1.4 prevents the Authority from including repairs in the Renovation Plan that go above and beyond what is required to bring the Development into compliance with the Housing Standards. But if such additional repairs are added to the Renovation Plan, they must be distinguished from the repairs that are needed to bring the Development into compliance with the Housing Standards.

**1.5 Codes Compliance Assistance:** The Authority acknowledges that the City's Codes Compliance Assistance Department shall follow standard operating procedures in responding to complaints about the condition or operation of the Development.

**1.6 Issue Log:** The Authority shall keep a log of all issues that are submitted in writing to the Development's management, including, at a minimum, the time and date the issue was submitted, the time and date the issue was resolved, and how the issue was resolved.

**1.7 Routine Inspections by Authority:** The Authority shall inspect at least one hundred (100) units per year. The Authority shall select these units in such a manner as to ensure that all units at the Development are inspected on a regular basis.

**1.8 Turnover Inspections by City:** Until the obligation to provide and update a Renovation Plan to the City is terminated pursuant to section 1.4(e), the Authority shall allow the City, at its own expense, to inspect units at the Development upon tenant turnover to confirm compliance with City Code. The Authority shall provide the City with notice of the opportunity to inspect a unit at tenant turnover, and upon receipt of such notice, the City shall have three (3) business days to perform such an inspection. If the City elects to conduct such an inspection, the City shall follow standard operating procedures in conducting the inspection, except that the Authority shall provide the City with access to the unit and accompany the City during the inspection.

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**1.9 Leasing Procedures:** The Authority shall ensure that all on-site personnel at the Development and anyone who is authorized to lease units at the Development are appropriately trained on applicable federal and state laws governing tenant income certification and leasing procedures.

**1.10 Required Lease Provision:** When entering into a new lease for a unit at the Development, the Authority shall include, either in the lease or as an addendum to the lease, a provision substantially similar to the following:

Tenant Rights: The Tenant has the right to submit an inquiry or complaint regarding the Development to any or all of the following: the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, and the City of St. Petersburg. Such inquiry or complaint may concern discriminatory or retaliatory conduct by the Landlord; waste, fraud, or abuse of public funds; failure to maintain any portion of the apartment complex; or any other misconduct in the operation of the apartment complex. The Landlord shall not discriminate or retaliate against the Tenant on the basis of such an inquiry or complaint, and the Landlord shall not hinder any legally-authorized investigation or response to such an inquiry or complaint.

**1.11 Annual Audit:** The Authority will require that the books and records for the Development be audited on an annual basis and provide a copy of that annual audit to the City within thirty (30) days of completion.

**1.12 Public Records:** The Authority's books and records concerning the Development are public records, as defined by Florida law, and are available to the City for inspection. The Authority shall retain those books and records until they are destroyed in accordance Florida law. This section 1.12 will survive the termination of this Agreement.

**1.13 No Retaliation:** The Authority shall not retaliate or discriminate against any tenant on the basis of (a) any repair request or other issue submitted to management or (b) any inquiry or complaint submitted to HUD, FHFC, or the City. This does not preclude the Authority's eviction of a tenant on other grounds, such as the tenant's failure to pay rent (if required) or comply with any other provision of the tenant's lease.

## **ARTICLE 2.0 MANAGEMENT AGENT**

**2.1 Definition:** The term "Management Agent" means a third-party manager hired by the Authority to manage the operation of the Development but does not include a third-party co-manager hired by the Authority for the sole purpose of monitoring and reporting the Authority's compliance with an extended land use restriction agreement or a low-income housing tax credit agreement.

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**2.2 Authorization for Management Agent:** If the Authority does not manage the Development itself, it shall delegate management of the Development to a Management Agent pursuant to a written management agreement that includes provisions substantially similar to those set forth in appendix A, which is attached hereto and made a part hereof. But despite the foregoing, the Authority shall include the provision set forth in section 7 of appendix A, which provides for turnover inspections by the City, only during the period in which the City is authorized to perform turnover inspections pursuant to section 1.8.

**2.3 Qualifications of Management Agent:** In selecting any Management Agent, the Authority shall consider the Management Agent's past experience with the management of similar affordable housing programs and any applicable guidance or requirements provided by the FHFC.

**2.4 Notice of Agreements and Other Changes:** The Authority shall, within ten (10) business days of execution or receipt, provide the City with (a) a copy of any new management agreement; (b) any renewal, amendment, or termination of a management agreement; or (c) any change in contact information for a Management Agent.

**2.5 Responsibility for Compliance:** The Authority's engagement of a Management Agent will not relieve the Authority of any of its obligations under this Agreement, and the Authority shall be solely responsible for ensuring that any Management Agent complies with the terms and conditions of the applicable management agreement.

### **ARTICLE 3.0**

#### **ASSIGNMENT OF OWNERSHIP INTEREST IN DEVELOPMENT**

**3.1 Initial Assignment:** The term "**Ownership Entity**" means an instrumentality of the Authority, a subsidiary of the Authority, or a partnership or other legal entity controlled by the Authority. The Authority represents that the Authority and the Current Owner have agreed that the Current Owner will assign all its interest in the Ground Lease and the Development (collectively, the "**Ownership Interest**") either to the Authority or to an Ownership Entity, as directed by the Authority.

**3.2 Consent to Assignment:** The City hereby consents to one or more assignments of the Ownership Interest, to the Authority or to an Ownership Entity, on the condition that each such assignment complies with the following:

- (a) If the Ownership Interest is assigned to the Authority, the Authority may subsequently assign the Ownership Interest to an Ownership Entity in accordance with this section 3.2.
- (b) If the Ownership Interest is assigned to an Ownership Entity, that Ownership Entity shall execute an acknowledgment and agreement in substantially the same form as the one attached as appendix B, which is attached hereto and made a part hereof (an "**Acknowledgment**"). Execution of an Acknowledgment will bind an Ownership Entity to the same terms agreed to by the Authority pursuant to this Agreement.

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- (c) If the Ownership Interest is assigned to an Ownership Entity, the City’s consent to such an assignment is conditioned upon and subject to the Authority’s control of the Ownership Entity, and the Authority shall ensure that the Ownership Entity complies with all obligations assumed by the Ownership Entity through the Acknowledgment.
- (d) If the Ownership Interest is assigned to an Ownership Entity, the Ownership Entity may subsequently assign the Ownership Interest to the Authority or to another Ownership Entity in accordance with this section 3.2. If such an assignment is made to another Ownership Entity, the Ownership Entity receiving the assignment shall execute an Acknowledgment in accordance with section 3.2(b), and such Acknowledgment will result in the termination of the Acknowledgment executed by the Ownership Entity making the assignment.
- (e) The term “**Invoice**” means any invoice, bill, or other written demand for payment for the provision of goods and services related to the Development. The Authority or an Ownership Entity may accept assignment of an Invoice from the Current Owner only on the condition that the Invoice shall be paid by the Authority or Ownership Entity, as appropriate, within thirty (30) days of such assignment, unless the Invoice is disputed, in which case a good faith effort shall be made by the Authority or Ownership Entity, as appropriate, to resolve that dispute. This section 3.2(e) applies only to the initial assignment of the Ownership Interest by the Current Owner.

**3.3 Termination Agreement:** To facilitate the initial assignment of the Ownership Interest from the Current Owner in accordance with section 3.2, the City shall negotiate in good faith with the Current Owner to execute a termination agreement (the “**Termination Agreement**”) that will (a) provide prior written consent to the Current Owner’s assignment of the Ground Lease, (b) terminate the Contractor Agreement, and (c) cancel the Note and release the Mortgage. The Termination Agreement will be effective only if this Agreement is executed. Once the Termination Agreement goes into effect, the CDBG Loan Documents will be terminated and will not bind the Authority or any Ownership Entity.

**3.4 Both Agreements Required:** The City or the Authority may terminate this Agreement if (a) the Termination Agreement is not executed or (b) the Ownership Interest is not assigned by the Current Owner pursuant to section 3.2.

## **ARTICLE 4.0 MISCELLANEOUS PROVISIONS**

**4.1 Performance Period:** The Authority shall commence performance of this Agreement immediately upon the assignment of the Ownership Interest pursuant to section 3.2, and such performance obligations remain in effect until midnight at the end of December 31, 2031, unless the Agreement is otherwise terminated as provided for in this Agreement. No provision will survive termination of this Agreement unless specifically stated in this Agreement or provided by applicable law.

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**4.2 Notice:** Except as otherwise provided in this Agreement, any notice related to this Agreement (including any notification, demand, request for approval, or other communication related to this Agreement) is subject to the following conditions:

- (a) Notice must be made in writing and will be deemed given and delivered (i) on the date delivered in person to the address below; (ii) five (5) days after the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the address below; or (iii) upon the date delivered by overnight courier (signature required) to the address below.
- (b) Notice must be directed to the address designated below unless the party sending the notice has previously received notice of a new address for the recipient:

**CITY:**

City of St. Petersburg  
Housing and Community Development  
ATTN: Joshua A. Johnson, Director  
P. O. Box 2842  
St. Petersburg, FL 33731-2842  
Phone: 727-892-5585  
Email: joshua.johnson@stpete.org

**AUTHORITY:**

Housing Authority of the City of St. Petersburg  
2001 Gandy Blvd., North  
St. Petersburg, FL 33702  
Attention: Tony L. Love  
Phone: 727-323-3171  
Email: tllove@stpeteha.org

**MANAGEMENT AGENT**

(As provided by the Authority pursuant to section 2.4)

- (c) Unless otherwise agreed to by the Parties in writing, electronic transmission of a notice does not relieve either party of the requirement to provide notice in writing as required by subsection (a), above.

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

**4.4 Default; Remedies:** Unless otherwise provided in this Agreement, the Authority will be in default if the City notifies the Authority of its non-compliance with a specified provision of this

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Agreement and such non-compliance continues for a period of thirty (30) days following that notice. The City agrees that, in the event of such a default, the City does not have an adequate remedy at law and that the City's sole remedy shall be to seek specific performance. Any failure of the City to insist on strict performance of this Agreement will not constitute a waiver of that right.

**4.5 References to Time:** Any reference to "days" refers to calendar days unless otherwise indicated.

**4.6 Governing Law:** The terms of this Agreement are governed by Florida law.

**4.7 Assignment:** Except as otherwise provided by section 3.2, any assignment of this Agreement by the Authority without the prior written consent of the City is void.

**4.8 Entire Agreement; Modification:** This document constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. No amendment or termination of this Agreement is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each party is executing this Agreement on the date stated in the introductory clause.

WITNESS

HOUSING AUTHORITY OF THE  
CITY OF ST. PETERSBURG

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

WITNESS

CITY OF ST. PETERSBURG, FLORIDA

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Joshua A. Johnson

Title: Director, Housing and Community  
Development

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Approved as to Content and Form

ATTEST

\_\_\_\_\_  
City Attorney (Designee)

\_\_\_\_\_  
Chandrasa Srinivasa, City Clerk

(SEAL)

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## **APPENDIX A REQUIRED TERMS FOR MANAGEMENT AGREEMENT**

- 1. Public Housing or Affordable Housing:** The Management Agent shall maintain the Development as a rental housing project for very-low and low-income households with laundry facilities and a community room as ancillary services. The Management Agent shall operate the Development as public housing or as affordable housing and determine eligibility for housing using the income limits published annually by the U.S. Department of Housing and Urban Development (“HUD”) and/or the Florida Housing Finance Corporation (“FHFC”) that are applicable to the program or programs providing subsidy to the Development.
- 2. Housing Standards:** The term “Housing Standards” means (a) applicable provisions of the St. Petersburg City Code (“City Code”) and (b) standards imposed by HUD or FHFC for any program providing subsidy to the Development. In the event of conflict between the various Housing Standards, the most stringent standard will apply. For example, if the City Code requires two electrical outlets in a room and an applicable HUD standard requires only one, the more stringent requirement of two outlets from City Code would apply.
- 3. Maintenance and Repair:** Subject to allocation of funds from the Authority and to the Authority’s plans for making repairs to the Development, the Management Agent shall maintain the Development as needed to comply with the Housing Standards.
- 4. Codes Compliance Assistance:** The Management Agent acknowledges that the City’s Codes Compliance Assistance Department shall follow standard operating procedures in responding to complaints about the condition or operation of the Development. The Management Agent shall not interfere with any legally-authorized activities by the City’s Codes Compliance Assistance Staff.
- 5. Issue Log:** The Management Agent shall keep a log of all issues that are submitted in writing to the Development’s management, including, at a minimum, the time and date the issue was submitted, the time and date the issue was resolved, and how the issue was resolved.
- 6. Routine Inspections by Management Agent:** If requested by the Authority, the Management Agent shall inspect at least one hundred (100) units per year. The Management Agent shall select these units in such a manner as to ensure that all units at the Development are inspected on a regular basis.
- 7. Turnover Inspections by City:**<sup>1</sup> Until otherwise directed in writing by the Authority, the Management Agent shall allow the City, at its own expense, to inspect units at the Development upon tenant turnover to confirm compliance with City Code. The Management Agent shall provide

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<sup>1</sup> Pursuant to section 2.2 of the Agreement, the Authority shall stop including this provision in management agreements once the City’s right to perform turnover inspections has terminated.

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the City with notice of the opportunity to inspect a unit at tenant turnover, and upon receipt of such notice, the City shall have three (3) business days to perform such an inspection. If the City elects to conduct such an inspection, the City shall follow standard operating procedures in conducting the inspection. The Management Agent shall provide the City with access to the unit and accompany the City during the inspection.

**8. Leasing Procedures:** The Management Agent shall ensure that all on-site personnel at the Development and anyone who is authorized to lease units at the Development are appropriately trained on applicable federal and state laws governing tenant income certification and leasing procedures.

**9. Required Lease Provision:** When entering into a new lease for a unit at the Development, the Management Agent shall include, either in the lease or as an addendum to the lease, a provision substantially similar to the following:

Tenant Rights: The Tenant has the right to submit an inquiry or complaint regarding the Development to any or all of the following: the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, and the City of St. Petersburg. Such inquiry or complaint may concern discriminatory or retaliatory conduct by the Landlord; waste, fraud, or abuse of public funds; failure to maintain any portion of the apartment complex; or any other misconduct in the operation of the apartment complex. The Landlord shall not discriminate or retaliate against the Tenant on the basis of such an inquiry or complaint, and the Landlord shall not hinder any legally-authorized investigation or response to such an inquiry or complaint.

**10. Annual Audit:** The Authority will require that the books and records for the Development be audited on an annual basis. To support the Authority's annual audit, the Management Agent will keep its books according to generally accepted accounting principles and in a format approved by the Authority, and the Management Agent shall provide the Authority with access to all books and records needed to complete the audit.

**11. Public Records:** The Management Agent shall treat all books and records concerning the Development as if they were public records, as defined by Florida law, regardless of the format of the records or the location in which they are stored. Accordingly, the Management Agent shall make those books and records available to the City for inspection in a manner consistent with Florida law regarding public records and retain those books and records until they are destroyed in accordance Florida law regarding the destruction of public records. This section 11 will survive the termination of this management agreement.

**12. No Retaliation:** The Management Agent shall not retaliate or discriminate against any tenant on the basis of (a) any repair request or other issue submitted to management or (b) any inquiry or complaint submitted to HUD, FHFC, or the City. This does not preclude the

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Management Agent's eviction of a tenant on other grounds, such as the tenant's failure to pay rent (if required) or comply with any other provision of the tenant's lease.

**13. Discrimination Prohibited:** In the performance of its obligations under this management agreement, the Management Agent shall comply with the provisions of any federal, state or local law prohibiting discrimination in employment and housing on the grounds of race, color, sex, religion, creed or national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary of the Department of Housing and Urban Development 24 CFR, Subtitle A, Part (i) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. The Management Agent shall also comply with all laws, ordinances, and regulations pertaining to equal opportunity housing and shall not discriminate in the taking or processing of applications from prospective tenants on any legally prohibited basis.

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**APPENDIX B  
FORM OF ACKNOWLEDGMENT AND AGREEMENT  
REGARDING JORDAN PARK APARTMENTS**

This Acknowledgment and Agreement Regarding Jordan Park Apartments (the “**Acknowledgment**”) is made on \_\_\_\_\_, 20\_\_\_, between the Housing Authority of the City of St. Petersburg (the “**Authority**”); \_\_\_\_\_, a [subsidiary of / legal entity controlled by/ an instrumentality of] the Authority (the “**Ownership Entity**”); and the City of St. Petersburg, Florida, (the “**City**”) (collectively, the “**Parties**”).

WHEREAS, on December \_\_\_\_, 2016, the Authority and the City executed the Agreement Regarding Jordan Park Apartments that is attached to this Acknowledgment as exhibit 1 (the “**Agreement**”), through which the Authority agreed to certain terms regarding the operation of the 237 multi-family rental housing development located at 2240 Ninth Avenue South, St. Petersburg, Florida, and known as the Jordan Park Apartments (collectively, the “**Development**”).

WHEREAS, the Agreement allows for the assignment of the interest in the ground lease underlying the Development and ownership of the Development (collectively, the “**Ownership Interest**”) to [an instrumentality of / a subsidiary of / a legal entity controlled by] the Authority.

WHEREAS, the Ownership Entity represents that it is such [an instrumentality of / a subsidiary of / a legal entity controlled by] the Authority.

WHEREAS, as a condition of receiving such an assignment, the Agreement requires the Ownership Entity to execute an acknowledgment and agreement through which the Ownership Entity agrees to be bound by the same terms agreed to by the Authority pursuant to the Agreement.

WHEREAS, the Authority, the Ownership Entity, and the City now desire to execute this Acknowledgment to allow assignment of the Ownership Interest to the Ownership Entity to occur.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Acknowledgment), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Authority, the Ownership Entity, and the City hereby agree as follows:

**1. Acknowledgment and Agreement:** The Ownership Entity acknowledges and agrees to be bound by the same terms that bind the Authority pursuant to the Agreement except as follows:

- (a) The Ownership Entity is not a governmental entity but shall treat all books and records concerning the Development as if they were public records, as defined by Florida law, regardless of the format of the records or the location in which they are stored. Accordingly, the Ownership Entity shall make those books and records available to the City for inspection in a manner consistent with Florida law regarding public records and retain those books and records until they are destroyed in accordance Florida law regarding the

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destruction of public records. This section 1(a) will survive the termination of this Acknowledgment.

- (b) Any notice that would be due to the Authority pursuant to section 4.2 of the Agreement is now due to both the Authority and the Ownership Entity. Accordingly, the Ownership Entity will provide the City and the Authority with contact information equivalent to that provided by the Authority and the City in section 4.2 of the Agreement

**2. Compliance with Laws:** The Ownership Entity shall comply with the provisions of any federal, state or local law prohibiting discrimination in employment and housing on the grounds of race, color, sex, religion, creed or national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary of the Department of Housing and Urban Development 24 CFR, Subtitle A, Part (i) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. The Ownership Entity shall also comply with all laws, ordinances, and regulations pertaining to equal opportunity housing and shall not discriminate in the taking or processing of applications from prospective tenants on any legally prohibited basis.

**3. Control by the Authority:** The Authority and the Ownership Entity represent that the Authority controls the Ownership Entity and acknowledge that this representation is a material inducement for the City to execute this Acknowledgment. If this representation is inaccurate, this Acknowledgment and any assignment of the Ownership Interest to the Ownership Entity is void.

**4. Governing Law:** The terms of this Acknowledgment are governed by Florida law.

**5. Assignment:** Any assignment of this Acknowledgment by the Ownership Entity without the prior written consent of the City is void.

**6. Termination:** If, at the direction of the Authority and in accordance with section 3.2 of the Agreement, the Ownership Entity executing this Acknowledgment subsequently assigns the Ownership Interest to the Authority or to another Ownership Entity, such assignment will terminate this Acknowledgment.

**7. Entire Agreement; Modification:** This document constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. Except as set forth in section 6, no amendment or termination of this Acknowledgment is effective without mutual written consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

**DRAFT**

IN WITNESS WHEREOF, each party is executing this Acknowledgment on the date stated in the introductory clause.

WITNESS	HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG
Sign: _____	By: _____
Name: _____	Name: _____
Sign: _____	Title: _____
Name: _____	

WITNESS	OWNERSHIP ENTITY
Sign: _____	By: _____
Name: _____	Name: _____
Sign: _____	Title: _____
Name: _____	

WITNESS	CITY OF ST. PETERSBURG, FLORIDA
Sign: _____	By: _____
Name: _____	Name: Joshua A. Johnson
Sign: _____	Title: Director, Housing and Community Development
Name: _____	

Approved as to Content and Form	ATTEST
_____	_____
City Attorney (Designee)	Chandrasasa Srinivasa, City Clerk

(SEAL)

**APPENDIX C  
INITIAL RENOVATION PLAN**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>	<b>EXTERIOR</b>	<b>INTERIOR</b>
*ADA Misc - Light Switches/Modify (5 unit upgrades to accommodate ADA)	5	EA	\$228	\$1,139		\$1,139
*ADA - Fire Alarm Devices (5 unit upgrade to accommodate ADA)	5	EA	\$253	\$1,265		\$1,265
*Doors, Exterior HM w/attached screen doors Sr Village, new	62	EA	\$1,500	\$93,000	\$93,000	
*Condenser, Replace all (except brand new machines)	215	EA	\$2,588	\$556,366	\$556,366	
*Air Handler, Replace all	142	EA	\$2,473	\$351,202		\$351,202
*Air Handler, Replace all (except brand new machines)	80	EA	\$3,352	\$268,146		\$268,146
*Comm Ctr Condenser, Air Cooled, 5 Ton Replace	2	EA	\$4,237	\$8,475	\$8,475	
*Comm Ctr Air Handler, Interior 401-800 CFM, Replace	3	EA	\$3,352	\$10,055		\$10,055
*Disconnect water heaters piping from heat pumps	236	EA	\$500	\$118,000		\$118,000
*Sr Village crawl space corrections (cap any existing abandoned plumbing)	31	EA	\$500	\$15,500	\$15,500	
*Miscellaneous Repairs, stucco Sr Village	200	SF	\$18	\$3,636	\$3,636	
*Miscellaneous Repairs, soffits Sr Village	300	SF	\$25	\$7,500	\$7,500	
Engineer-Structural-Envelope	1	EA	\$20,000	\$20,000		
Termite Treatment - tenting	13	EA	\$2,000	\$26,000		
Termite Treatment - local treatments	34	EA	\$750	\$25,500		
Termite - Structural Repairs, allowance, not to exceed				\$91,921	\$91,921	
Soffits repair in kind (plywood soffits w/metal screen, paint)	104	EA	\$500	\$52,000	\$52,000	
Roof, Asphalt Shingle, Replace all (incl. fascia repairs in kind)	220000	SF	\$4	\$880,000	\$880,000	
Exterior Wall, Stucco Repairs & Replace	50000	SF	\$18	\$909,000	\$909,000	
Exterior Walls - Paint & Prep, 50% now	250000	SF	\$3	\$717,500	\$717,500	
Exterior Wall, CMU replacement/re-pointing - (broken sills)	500	SF	\$8	\$4,080	\$4,080	
<b>TOTAL ESTIMATED COSTS</b>				<b>\$4,160,285</b>	<b>\$3,338,978</b>	<b>\$749,806</b>
GENERAL CONDITIONS (6%)				\$249,617		
OVERHEAD (2%) / PROFIT (6%)				\$332,823		
CONTINGENCY (10%)				\$416,028		
<b>TOTAL ESTIMATED COSTS</b>				<b>\$5,158,753</b>		
<b>COST PER UNIT</b>				<b>\$21,767</b>		

The above repairs are a tentative list of repairs the Housing Authority currently intends to undertake. This list is subject to change. The funding for these repairs will come from the existing property reserves and debt and equity financing, in addition to the proceeds from the sale of the museum property to the City. It also assumes 100% conversion of the units from public housing to "RAD" housing which is subject to approval by HUD. Therefore, this list is contingent upon several factors, any one of which could change the available funding sources significantly and thereby reduce (or potentially increase) the per unit amount. Items marked with an \* are those the Housing Authority classifies as "immediate" and those referenced in the Agreement as necessary to "bring the Development in compliance with Housing Standards" and would be undertaken first and paid for from existing reserves and museum sale proceeds. Subject to public procurement requirements, the above repairs are estimated to be completed over a 12-18 month period, beginning on the date of acquisition of the property.

## **CITY OF ST. PETERSBURG**

Energy, Natural Resources and Sustainability Committee

Monday, November 21, 2016 10:30 a.m.

**PRESENT:** Chair Darden Rice and Councilmembers Karl Nurse, Ed Montanari, and Lisa Wheeler-Bowman (alt), Councilmembers Kennedy and Gerdes

**ABSENT:** Councilmember Steve Kornell

**ALSO:** Assistant City Attorney Michael Dema, City Attorney Heather Judd, Sustainability Manager Sharon Wright, Elizabeth Abernethy, Zoning Official, Shane Largent, City Arborist, Noah Taylor, CRS Coordinator, and Office Systems Specialist Paul Traci

Chair Rice called the meeting to order and the following topics were discussed:

**Approval of Agenda:** Passed 4-0

**Approval of September, 2016 Minutes:** Passed 4-0

### **Updates: ULI Resiliency Workshop & Chiller Plant Analysis**

Sharon Wright provided an update on the ULI Resiliency Workshop schedule inviting councilmembers to attend stakeholder meetings and a public report out in a City Council Workshop or other format. The workshop is Monday and Tuesday, December 5<sup>th</sup> and 6<sup>th</sup>. The public report out is scheduled for 2:30 – 4 p.m. Tuesday December 6.

The preliminary analysis for a district cooling plant for the City of St. Petersburg is being finalized week of November 21, 2016. ENRS Committee will be briefed at the December 15 committee meeting.

### **Tree Removal Penalties**

Liz Abernethy and Shane Largent provided a summary of current tree penalties. The current code allows a maximum penalty of \$1,000 per tree (residential) and \$1,500 per tree (commercial). Commercial examples included Taco Bell on 34<sup>th</sup> St and 10<sup>th</sup> Ave, where Bald Cypress trees were significantly topped (fined \$3,000), a mobile home park where trees were removed without a permit (fined about \$4,400), and a self-storage site on 22<sup>nd</sup> Ave N that removed large oaks without a permit (fees and fines of about \$11,000).

State code limits fine amount, and city charges that maximum fine plus the after-the-fact permit fees, and replacement is required if the site does not have the minimum number of trees. Fines vary from jurisdiction to jurisdiction. Staff is investigating how some of the case-by-case penalties charged in other cities are executed. Options for revision can be worked through with the stakeholder group that has worked on the tree and landscape code previously.

Shane discussed his work with code enforcement to identify tree service companies that may be soliciting tree removal without applying for permits. Many homeowners may not realize that a permit is required or told by the company that everything is in compliance.

Liz closed the initial discussion in reminding the committee that the Zoning Department regularly denies permits for protected trees and that about 85% - 90% of the tree removal permits coming in are for Laurel Oaks, most at the end of their 50-year life cycle.

Councilmember Nurse asked if, in that case, the city should require tree removal permits for Laurel Oaks to decrease bureaucracy. Liz responded that it would reduce staff burden. Shane discussed the upside of the removal permits is that it allows him to be aware of what is occurring in the field, that the tree is indeed a Laurel Oak, and to determine the replacement requirements.

Councilmember Rice stated that she brought this issue to see if disincentives could be increased to protect Grand Trees, not necessarily Laurel Oaks. Liz discussed the possibility of a sliding scale that could increase the replacement requirements. She also mentioned the recent denials of Grand Tree removal requests including one that went to the Development Review Commission (DRC) where the denial was upheld.

Heather Judd stated that the state code limits municipal ordinance violation (MOV) to \$500, but there may be options to increase penalty through multiple citations related to a per day level. She discussed the challenge of people reporting through various channels at the city may get to enforcement when it is too late to witness the removal and issue a violation. Liz discussed the possibility of providing specific instructions for reporting that would get to the local investigator in the field right away.

Councilmember Rice suggested including those instructions as a utility bill insert. She also questioned how the other jurisdictions are charging higher fines. Heather responded that it looks like the cases may be going to an enforcement magistrate, and other methods are unclear at this time.

### **Community Rating System (CRS) and Repetitive Loss Area Analysis**

Noah Taylor presented the city's recent CRS Class improvement from a Class 6 to a Class 5 Community keeping \$9.8 million in the community instead of toward flood insurance. An improved rating to a Class 4 would increase homeowner flood insurance savings (from a 20% discount to a 30% discount on policies in the Special Flood Hazard Area) keeping about \$11.7 million in the community. Noah and Rick Dunn, Building Official, are evaluating how to further improve the CRS rating to a Class 4 or better.

Noah discussed what additional needs for improving the city's CRS rating including higher regulatory standards, development limitations, increased freeboard from 2 feet to 3 feet, compensatory storage, foundation protection, local drainage, and several other protections. Achieving some of the needs may be challenging, some the city is already doing, but needs documentation, and others are possible.

Councilmember Rice asked if is possible for additions to not be an insured part of the home. Noah responded that insurance companies will consider that the lowest floor increasing rates, even if it was added out of compliance with code. Additions must be insured, areas that are typically for storage or parking may not be converted to living space or that will become the lowest living floor and will increase insurance. This is also against the floodplain ordinance and non-enclosure agreement if one is applicable.

Councilmember Nurse inquired about a requirement to raise HVAC when replaced. Noah responded that there is not currently a requirement to raise it, but for it to be as high as the lowest living floor.

Noah presented the Repetitive Loss Area Analysis summarizing repetitive loss and severe repetitive loss structures. The Repetitive Loss Areas were determined by including adjacent homes to each repetitive loss structure. The result was 372 potential losses in Riviera Bay and 1,539 potential losses in Shore Acres. Noah discussed mitigation measures and outreach to the areas. Noah also showed the drainage improvements at vault locations in both areas.

Councilmember Nurse asked if the Shore Acres Recreation Center is in the Repetitive Loss Area. Noah responded that it was, and that Councilmember Nurse asked if the design team will evaluate the design for features that enhance flood protection like permeable pavement or other features.

Councilmember Montanari stated that the project was currently in the feasibility phase.

Councilmember Kennedy inquired about outreach related to suggested mitigation measures for homeowners. Noah responded that all residents should have received a notification letter, and that outreach is planned as a continuing part of the program.

Councilmember Montanari asked for clarification on CRS rating metric related to fill. Noah explained that the city can get points for prohibiting fill. The city's challenge is existing fill and stem walls. To prohibit fill would mean building those homes on stilts or with breakaway walls or crawlspaces.

Councilmember Montanari asked whether the mitigation measures from this report have been shared directly with the two neighborhood associations. Noah responded that they wanted to conduct this presentation and wait for City Council approval of the reports before going out to the neighborhoods.

Councilmember Nurse raised the issue of homes in other areas at much lower values and the danger of those houses remaining in poor condition without being torn down.

Councilmember Kennedy asked if homeowners have to advance the funding for improvements, then get reimbursed. Noah responded that yes, that was the case and that the process is difficult for homeowners.

Councilmember Rice inquired as to whether the freeboard should be changed sooner than later to minimize potential effects to neighborhood character (having homes at different heights due to foundation). Noah will speak with Rick about this issue, and there are plans to talk with contractors.

Councilmember Montanari moved to approve the Repetitive Loss Area Analysis Reports. The reports were approved 4-0.

Next ENRS Committee meeting is scheduled for **Thursday, December 15, 2016 at 1 p.m.**

## ENRS Committee November 21, 2016



### Agenda Overview

- Updates: Chiller Plant Analysis, ULI Workshop
- Tree Removal Permits & Penalties
- Community Rating System (CRS) Update
- Repetitive Loss Area Analysis
- Referrals – end of year work

## ULI Resiliency Workshop: Dec 5 & 6

Name	Organization	Role
<b>Katharine Burgess</b>	ULI, Center for Sustainability - Boston	Director, Urban Resiliency
<b>James Cloar</b>	ULI Tampa & Downtown Advisory Services (nonprofit);	Chair of Tampa Bay ULI
<b>Jeffery Herbert</b>	City of New Orleans	Chief Resiliency Officer
<b>James Murley</b>	Miami/Dade	Chief Resiliency Officer
<b>Zelalem Adefris</b>	Catalyst Miami <a href="http://catalystmiami.org/">http://catalystmiami.org/</a>	Climate Resiliency Program Manager
<b>Arlen Stawasz</b>	Perkins + Will Global - Boston	Architectural Designer – Resiliency Strategist
<b>Leroy Moore</b>	Tampa Housing Authority	Chief Operating Officer
<b>Leigh Fletcher</b>	Fletcher & Fischer - Tampa	Attorney
<b>Taylor Ralph</b>	REAL Building Consultants & USGBC - Tampa	President & Chair

## ULI Resiliency Workshop: Dec 5 & 6

Day	Time	Event	Elected Official	Location
<b>Monday, 12/5</b>	7:30 a.m. -8:30	Breakfast/Introductions	Mayor Kriseman + staff	Community Resource Room
<b>Monday, 12/5</b>	8:30 a.m. – 10:20	Set up Greenhouse & Driving Tour	N/A	N/A
<b>Monday, 12/5</b>	10:30-12:00	Foundational Presentations (City, County, TBRPC, TBEP, Marine Science)	Councilmember Darden Rice	Greenhouse
<b>Monday, 12/5</b>	12:15 – 2 p.m.	Economy, Social Equity & Diversity Stakeholder Group – working lunch	Councilmember Lisa Wheeler-Bowman	Greenhouse
<b>Monday, 12/5</b>	2:15 – 4:00 p.m.	Community Sustainability Leaders Stakeholder Group		Greenhouse
<b>Tuesday, 12/6</b>	8:00 – 9:30 a.m.	Urban Design & Economic Development Stakeholder Group	Councilmember Karl Nurse	Greenhouse
<b>Tuesday, 12/6</b>	9:30 - 2:30 p.m.	Tech advisory panel (TAP) work session/report writing	N/A	Greenhouse
<b>Tuesday, 12/6</b>	2:30 - 4	City Council Workshop or Other Public Format?	<u>All invited/Public</u>	TBD

### Tree Removal Penalties

<b>After-the-fact, Removal Without Prior Approval</b>	
1 & 2-Unit (Per Tree)	
Per Tree, First 12"	150.00
Per Tree, \$50 Per Inch Exceeding 12", Not to Exceed	500.00
Per Tree, Stump removed, No. of Inches Unknown	500.00
Each Violation	\$500
<b>3 or More Units &amp; Non-Residential (Per Tree)</b>	
Per Tree, First 12"	100.00
Per Tree, \$50 Per Inch Exceeding 12", Not to Exceed	1,000.00
...	
Per Tree, Stump removed, No of Inches Unknown	1,000.00
Each Violation	\$500

- ### Tree Removal Penalties
- In summary, current codes allows:
- **Residential max \$1,000 per tree**
  - **Commercial max \$1,500 per tree**
    - × **Examples:**

## Tree Removal Penalties

State code language for municipal ordinance violations 162.21

- (5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:
  - (a) That a violation of a code or an ordinance is a civil infraction.
  - (b) A maximum civil penalty not to exceed \$500.

## Compare to other Jurisdictions & Recommendations

- **After-the-fact permit fees are substantially similar**
  - No recommended changes
- **Fines range from \$500 to case-by-case assessment**
  - No recommended changes due to state code limits
- **Replacement**
  - Recommend review for further changes
    - ✦ Commence discussions with stakeholder group and bring back to committee

## Keep in Mind



- Zoning regularly rejects permits for protected trees
- About 85% of the tree removal permits are for Laurel Oaks

## Discussion



## City of St. Petersburg

### Summary of Tree Permit fees and Fines:

Chapter 12.6 – Fees established; schedule

(8) Land development regulation services fees.

#### *After-the-fact, Removal Without Prior Approval 1 & 2-Unit (Per Tree)*

<i>Per Tree, First 12"</i>	150.00
<i>Per Tree, \$50 Per Inch Exceeding 12", Not to Exceed ...</i>	500.00
<i>Per Tree, Stump removed, No. of Inches Unknown</i>	500.00

#### *3 or More Units & Non-Residential (Per Tree)*

<i>Per Tree, First 12"</i>	100.00
<i>Per Tree, \$50 Per Inch Exceeding 12", Not to Exceed ...</i>	1,000.00
<i>Per Tree, Stump removed, No of Inches Unknown</i>	1,000.00

Current code language regarding fines:

16.40.060.5.6. - Penalties.

Any person who violates any provision of this section shall be subject to the following penalties:

1. The penalty for **each conviction** of a violation shall be a fine of \$500.00.
2. Any person who removes or causes to be removed a tree without first obtaining the required permit may be issued an after-the-fact permit. An after-the-fact permit shall be issued if the applicant can demonstrate that the factors for removal would have been met at the time the tree was removed. All requirements for replacement trees shall apply to property issued an after-the-fact permit. The fee for an after-the-fact permit shall be established by City Council. If the applicant cannot demonstrate that the criteria for removal would have been met, then no after-the-fact permit shall be issued and the person shall be in violation of this section. If another violation of this section occurs by a person previously issued an after-the-fact permit or on a site on which an after-the-fact permit was issued within five years of the date of the second violation, a second after-the-fact permit shall not be issued.
3. Replacement trees shall be required as mitigation **when there are insufficient trees on the site to meet the requirements of this chapter**. The number and size of the replacement trees will be not less than the number of trees necessary to meet the requirements of this chapter and **shall be equivalent to the total estimated inches in dbh of the largest illegally removed tree**.
4. In lieu of replanting trees, the total value of those trees illegally removed or damaged, as computed using the Trunk Formula Method established by the Council of Tree and Landscape Appraisers, may be paid to the City. Any such payment shall be paid to the City's environmental enhancement fund.
5. A combination of money and tree replacement of total value equal or greater than the minimum penalty may be allowed.

In summary, current codes allows:

**Residential max \$1,000 per tree**

**Commercial max \$1,500 per tree**

## Comparison of Tree Permit Fees and Fines in Tampa Bay:

Jurisdiction	After-the-Fact Permit Fee	Fine	Replacement
St. Petersburg	Residential - \$150 up to 12" Plus \$50 per inch up to \$500 per tree; commercial \$1,000	\$500 per tree	Only if the property does not meet code minimum (two shade trees); \$500 in lieu to tree fund
Pinellas County	TBD	TBD	Same as SP
Sarasota	4 X base fee plus \$225 per inch/Grand tree \$500 per inch	Magistrate determines	Sliding Scale - 4"-15" = 3" tree at 1 :1 ratio; 16"-30" = 5" tree at 2:1 ratio; over 30" = 7" tree at 3:1 ratio; Grand tree replacement is largest available to match size removed
Manatee	TBD	Determined by Board; \$150 for first violation, \$400 for repeat	Sliding Scale - 4"-15" = 3" tree at 1 :1 ratio; 16"-30" = 5" tree at 2:1 ratio; over 30" = 7" tree at 3:1 ratio
Clearwater	No	Up to \$5,000; determined by staff; \$48/inch in lieu fee	Inch for Inch, regardless of whether a permit was issued first;
Hillsborough	TBD	50% of DBH	50% with permit, Inch for Inch for violation
Tampa	Triple fee Grand Tree = \$551	Up to \$15,000 for Grand Tree, per magistrate decision	Inch for Inch replacement
Largo		In lieu fee \$25 per inch	Sliding scale – 4-15" = 1:1; 16-30" = 2:1; over 30" = 3:1
Safety Harbor	4 X regular permit fee	1 <sup>st</sup> offence- \$1,000, 2 <sup>nd</sup> = \$2K, 3 <sup>rd</sup> = \$3K; suspension on submitting applications as well	Sliding Scale - 4"-10" = 1 :1 ratio; 10"-20" = 2:1 ratio; 20"-30" 3:1; 30" to 40" 4:1; 40" and up = 5:1 ratio; In lieu fee based on size of tree with ½ rate for homestead properties; sliding scale, fee increases with size of tree removed



# 2016 CRS UPDATE

*National Flood Insurance Program  
Community Rating System*



## PAST STATUS

**How much discount property owners in your community can get**

Rate Class	Discount		Credit Points Required
	SFHA*	Non-SFHA**	
1	45%	10%	4,500 +
2	40%	10%	4,000 - 4,499
3	35%	10%	3,500 - 3,999
4	30%	10%	3,000 - 3,499
5	25%	10%	2,500 - 2,999
6	20%	10%	2,000 - 2,499
7	15%	5%	1,500 - 1,999
8	10%	5%	1,000 - 1,499
9	5%	5%	500 - 999
10	0%	0%	0 - 499

\* Special Flood Hazard Area  
 \*\* Preferred Risk Policies are available only in B,C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.

COMMUNITY RATING SYSTEM



PAST STATUS							
CRS Points Breakdown & Areas to Improve							
Activity	CY 2013 Points Scored	PPI Max Credit	Max Points Possible	Difference	Average Earned	Projected Points	
Elevation Certificates	310	38	116	-78	46	38	
Map Information Service	320	30	90	-60	63	30	
Outreach Projects	330	105	80	350	-245	63	265
Hazard Disclosure	340	0	14	80	-80	14	61
Flood Protection Information	350	54	29	125	-71	33	121
Flood Protection Assistance	360	65	35	110	-45	49	110
Flood Insurance Promotion	370	0	15	110	-110	0	15
Floodplain Mapping	410	41		802	-761	65	41
Open Space Preservation	420	446	5	2020	-1574	474	450.59
Higher Regulatory Standards	430	216		2042	-1826	214	310.14
Flood Data Maintenance	440	168		222	-54	54	165
Stormwater Management	450	225		755	-530	119	251.2
Floodplain Mgmt. Planning	510	104		622	-518	123	484
Acquisition and Relocation	520	57		2250	-2193	136	57
Flood Protection	530	137		1600	-1463	52	137
Drainage System Maintenance	540	357	30	570	-213	214	387
Flood Warning and Response	610	240		395	-155	144	264.5
<b>Total:</b>	<b>2283</b>	<b>208</b>				<b>Projected Total:</b>	<b>3187.43</b>
<b>CRS 5 Goal:</b>	<b>2500</b>		<b>CRS 4 Goal:</b>	<b>3000</b>			
<b>Points Needed:</b>	<b>217</b>		<b>Points Needed:</b>	<b>717</b>			

COMMUNITY RATING SYSTEM



## PRESENT

### How much discount property owners in your community can get

Rate Class	Discount		Credit Points Required
	SFHA*	Non-SFHA**	
1	45%	10%	4,500 +
2	40%	10%	4,000 - 4,499
3	35%	10%	3,500 - 3,999
4	30%	10%	3,000 - 3,499
5	25%	10%	2,500 - 2,999
6	20%	10%	2,000 - 2,499
7	15%	5%	1,500 - 1,999
8	10%	5%	1,000 - 1,499
9	5%	5%	500 - 999
10	0%	0%	0 - 499

\* Special Flood Hazard Area  
 \*\* Preferred Risk Policies are available only in B,C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.

COMMUNITY RATING SYSTEM



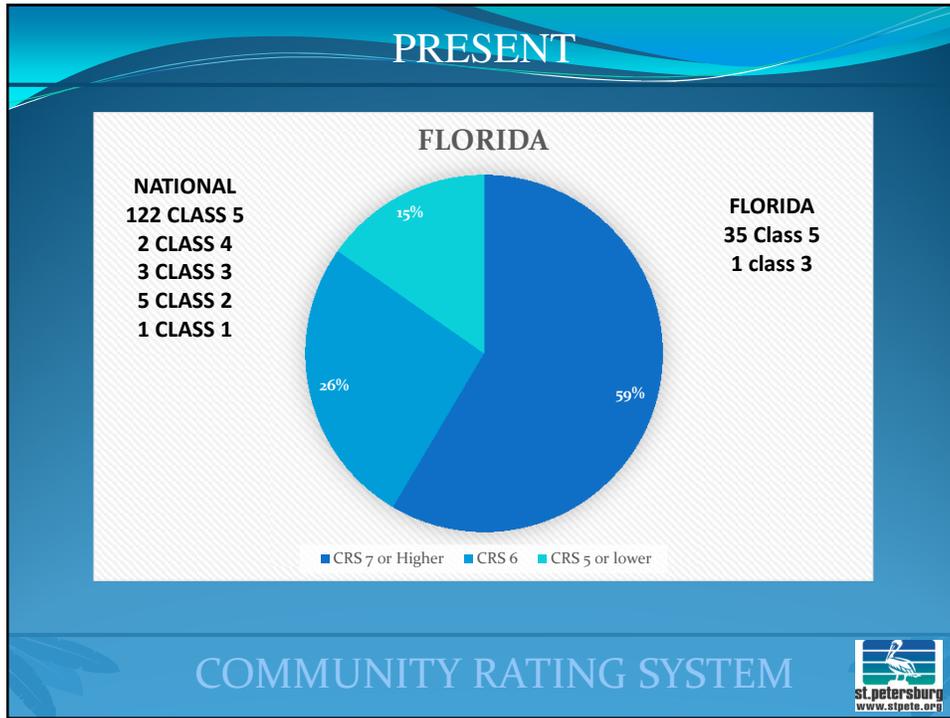
## NATIONAL CRS PROGRAM

### # communities

State	# communities
AK	10
AR	15
CA	90
CT	45
FL	230
HI	5
ID	20
IN	60
KY	30
MA	40
ME	20
MN	20
MS	30
NC	85
NE	10
NJ	80
NV	15
OH	35
OR	25
PR	10
SC	45
TN	15
UT	60
VT	25
WI	35
WY	15

COMMUNITY RATING SYSTEM





## PRESENT

### CRS Points Breakdown & Areas to Improve

Activity	CY 2013 Points Scored	MOD 2016 Points Scored	2013 vs 2016 Difference	Max Points Possible	Max vs 2016 Difference	National Average Earned	Projected Points	Target Area Priority	
Elevation Certificates	310	38	38	0	116	-78	46	38	NA
Map Information Service	320	30	90	60	90	0	63	90	
Outreach Projects	330	105	172	67	350	-178	63	350	3
Hazard Disclosure	340	0	0	0	80	-80	14	80	2
Flood Protection Information	350	54	54	0	125	-71	33	125	4
Flood Protection Assistance	360	65	74	9	110	-36	49	74	
Flood Insurance Promotion	370	0	35	35	110	-75	0	145	
Floodplain Mapping	410	41	41	0	802	-761	65	41	NA
Open Space Preservation	420	446	450	4	2020	-1570	474	450	1*
Higher Regulatory Standards	430	216	323	107	2042	-1719	214	323	1*
Flood Data Maintenance	440	168	170	2	222	-52	54	170	
Stormwater Management	450	225	270	45	755	-485	119	270	1*
Floodplain Mgmt. Planning	510	104	278	174	622	-344	123	348	
Acquisition and Relocation	520	57	57	0	2250	-2193	136	57	NA
Flood Protection	530	137	137	0	1600	-1463	52	137	
Drainage System Maintenance	540	357	357	0	570	-213	214	357	
Flood Warning and Response	610	240	240	0	395	-155	144	395	
<b>Total:</b>	<b>2283</b>	<b>2786</b>	<b>503</b>				<b>Projected Total: 3450</b>		

**CRS 4 Goal: 3000**  
Points Needed: 214

**CRS 3 Goal: 3500**  
Points Needed: 714

1\* - Need 700 Total Points for Class 4

COMMUNITY RATING SYSTEM



**FUTURE**

**How much discount property owners in your community can get**

Rate Class	Discount		Credit Points Required
	SFHA*	Non-SFHA**	
1	45%	10%	4,500 +
2	40%	10%	4,000 - 4,499
3	35%	10%	3,500 - 3,999
4	30%	10%	3,000 - 3,499
5	25%	10%	2,500 - 2,999
6	20%	10%	2,000 - 2,499
7	15%	5%	1,500 - 1,999
8	10%	5%	1,000 - 1,499
9	5%	5%	500 - 999
10	0%	0%	0 - 499

\* Special Flood Hazard Area  
 \*\* Preferred Risk Policies are available only in B,C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.

**COMMUNITY RATING SYSTEM**

## FUTURE - CRS CLASS 5 vs. CLASS 4

Community: ST. PETERSBURG, CITY OF      State: FLORIDA  
 County: PINELLAS COUNTY      CID: 125148

Current CRS Class = 6 [Printable Version]

	TOTAL	SFHA *	X-STD/AR/A99 **	PRP ***
PIF	34,951	30,519	1,313	3,119
PREMIUM	\$32,902,479	\$30,982,403	\$699,332	\$1,220,744
AVERAGE PREMIUM	\$941	\$1,015	\$533	\$391
<b>CRS Class</b>				
09	Per Policy	\$57	\$63	\$30
	Per Community	\$1,975,252	\$1,936,400	\$38,852
08	Per Policy	\$112	\$127	\$30
	Per Community	\$3,911,652	\$3,872,800	\$38,852
07	Per Policy	\$167	\$190	\$30
	Per Community	\$5,848,021	\$5,809,170	\$38,852
06	Per Policy	\$224	\$254	\$59
	Per Community	\$7,823,273	\$7,745,570	\$77,703
05	Per Policy	\$279	\$317	\$59
	Per Community	\$9,759,673	\$9,637,000	\$77,703
04	Per Policy	\$335	\$373	\$59
	Per Community	\$11,696,073	\$11,536,000	\$77,703
03	Per Policy	\$390	\$437	\$59
	Per Community	\$13,632,443	\$13,432,000	\$77,703
02	Per Policy	\$445	\$508	\$59
	Per Community	\$15,568,843	\$15,491,139	\$77,703
01	Per Policy	\$501	\$571	\$59
	Per Community	\$17,505,243	\$17,427,539	\$77,703

\* SFHA (Zones A, AE, A1-A30, V, V1-V30, AO, and AH): Discount varies depending on class.  
 \*\* SFHA (Zones A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO): 10% discount for Classes 1-6; 5% discount for Classes 7-9.  
 \*\*\* Preferred Risk Policies are not eligible for CRS Premium Discounts.

**CRS Class 4 savings - \$1,936,400**

### COMMUNITY RATING SYSTEM

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# CLASS 4 REQUIREMENTS

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## PRE-REQUISITES CLASS 4

The community must meet all the Class 6 prerequisites.

(2) The community must have received and continue to maintain a classification of 4/4 or better under the BCEGS.

(3) The community must demonstrate that it has taken appropriate steps to eliminate or minimize future flood losses. To do this, a Class 4 or better community must receive credit for the following CRS activities.

Requesting CRS Credit

*CRS Coordinator's Manual* 210-5 Edition: 2013

(a) Activity 430 (Higher Regulatory Standards)—The community must show that it enforces higher regulatory standards to manage new development in the floodplain.

(i) The community must adopt and enforce a freeboard requirement that receives at least 100 points for FRB in Section 432.b. For this prerequisite, the value for FRB is the value before factoring in the impact adjustment.

(ii) The community must receive at least 700 points under the other elements of Activity 430 and under Sections 422.a, e, and f under Activity 420 (Open Space Preservation). For this prerequisite, the points are calculated after factoring in the impact adjustment.

(b) Activity 450 (Stormwater Management)—The community must receive the following credits for its watershed management plan(s) (WMP) under

Section 451.b:

(i) 90 points (before the impact adjustment) for meeting all of the credit criteria for WMP.

(ii) 30 points (before the impact adjustment) for managing the runoff from all storms up to and including the 100-year event, and

(iii) An impact adjustment value of  $rWMP = 0.5$  or more. Alternatively, the community may show that at least 50% of the watershed area where future is expected is covered by one or more credited watershed management plans.

COMMUNITY RATING SYSTEM



## PRE-REQUISITES CLASS 4

(c) Activity 510 (Floodplain Management Planning)—The community must have adopted and be implementing a floodplain management plan that receives at least 50% of the maximum credit under Activity 510, calculated after the impact adjustment. This 50% of the maximum credit must include at least 50% of the available points in each of planning steps 2, 5, and 8.

(4) Obtain a minimum total credit of 100 points (after the impact adjustment) from one or a combination of the following elements that credit protecting natural floodplain functions:

- o 420—Natural functions open space (NFOS),
- o 420—Natural shoreline protection (NSP),
- o 430—Prohibition of fill (DL1),
- o 440—Additional map data (AMD12) natural functions layer,
- o 450—Managing the volume of stormwater runoff (SMR, DS),
- o 450—Low impact development (LID),
- o 450—Watershed management plan (WMP), credit point items 3, 5, 6, and 7,
- o 450—Erosion and sediment control (ESC),
- o 450—Water quality (WQ), and
- o 510—Natural floodplain functions plan (NFP).

Document the following life safety measures:

(a) Obtain some credit under Activity 610 (Flood Warning and Response).

(b) Have a map of all levees and all areas protected by levees, and an inventory of the buildings and critical facilities that would be flooded if the levees were overtopped. This is the same as activity credit criterion (3) under Activity 620 (Levees), Section 621.b.

(c) Have a description of the dam failure threat, including a map of all areas that would be flooded by the failure of each high-hazard-potential dam that affects the community, and an inventory of the buildings and critical facilities that would be flooded. This is the same as activity credit criteria (2) under Activity 630 (Dams), Section 631.b.

In accordance with Section 113.d, the community may propose alternative approaches to these prerequisites that are more appropriate for local conditions.

COMMUNITY RATING SYSTEM



## PRE-REQUISITES CLASS 4

### WHAT WE NEED TO ACHIEVE CLASS 4!!

Activity 430 (Higher Regulatory Standards)

The community **must receive at least 700 points.**

***Note: Currently 508.5***

Activity 450 (Stormwater Management)

An impact adjustment value of **rWMP = 0.5 or more.**

**Note: Currently rWMP = .45**

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### DEVELOPMENT LIMITATIONS

(Possible Points = 1330)

- **Limit development for new and existing buildings.**

Regulations that prohibit all fill = 280 points

New development provides compensatory storage = 130 x ration of compensation points

Prohibit buildings within SFHA = 1000 points

Prohibit outdoor storage of materials within SFHA = 50 points

Prohibit storage of hazardous materials anywhere in SFHA = 20 points

Regulations that require hazardous materials be stored indoors above BFE = 10 points

**DOES NOT APPLY TO OPEN SPACE AREAS**

Impact adjusted!

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### **FREEBOARD**

(Possible Points = 500)

- **3 Feet of freeboard = approximately 150 points**

With compensatory storage required = 65 points

Fill prohibited = 60 points

Must be uniform throughout City for maximum points.

Impact adjusted!

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### **FOUNDATION PROTECTION**

(Possible Points = 80)

- **Protection against differential settling as well as scour and erosion.**

Engineered foundations and no buildings on fill = 60 points

Buildings on compacted fill protected from erosion and scour, with compensatory storage = 60 points

Buildings on compacted fill, protected from erosion and scour, but no compensatory storage = 35 points

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### CUMULATIVE SUBSTANTIAL IMPROVEMENT

(Possible Points = 90)

- **Tracking improvements cumulatively.**

Counted for at least 10 years = 40 points

Counted for a least 5 years = 20 points

Damaged building repairs are counted for at least 10 years = 40 points

Damaged building repairs are counted for at least 5 years = 20 points

Adopting regulatory language for Increased Cost of Compliance = 20 points

Any addition be protected from base flood = 20 points

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### LOWER SUBSTANTIAL IMPROVEMENTS THRESHOLD

(Possible Points = 20)

- **Lowering the 50% substantial improvement threshold.**

Threshold below 50% = 20 points (No mention that 49% isn't acceptable)

Regulatory threshold is no more than 25% of square footage of lowest floor = 10 points

Regulatory threshold applies to only one restriction = 10 points

Impact adjusted!

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### PROTECTION OF CRITICAL FACILITIES

(Possible Points = 80)

- **Protecting buildings critical to health, safety, or that would make flood problems worse.**

New critical facilities are prohibited from the 500 year floodplain = 80 points

New critical facilities are protected to 1 foot above 500-year floodplain = 40 points

Impact adjusted!

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### ENCLOSURE LIMITS

(Possible Points = 240)

- **Limiting enclosures below base flood.**

Prohibit any enclosures (including break-away walls) = 240 points

Prohibit enclosures of areas greater than 299 sf and conversion agreement = 100 points

Inspection of enclosures at least once per year = 90 points

Granted right to inspect at any time = 60 points

Regulation does not mention inspections = 30 points

Impact adjusted!

COMMUNITY RATING SYSTEM



## Activity 430 (Higher Regulatory Standards)

### LOCAL DRAINAGE

(Possible Points = 120)

- **Include regulatory language in Floodplain Ordinance for drainage and must be for properties outside of SFHA.**

Lowest floor is required above crown of nearest street or highest adjacent grade = 40x # of # feet points

Prepare Site plan = 40 points

Provide positive drainage away from building to storm drain = 20 points

Provide positive drainage only away from building = 10 points

Increased volume of runoff due to development is kept onsite (LID) = 20 points

**Should Receive 80+ Points!**

COMMUNITY RATING SYSTEM



## NEXT STEPS

1. Review of FBC – 6<sup>th</sup> Edition 2017
2. Identify Barriers/limitations due to St. Petersburg's unique geography and building pattern.
3. Identify Existing Missed Opportunities – Eligible elements that were missed or not captured during the 2013 Audit.
4. What are reasonable “Higher Regulations”
5. Review conflicts with zoning/neighborhood expectations

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## FUTURE

- Provide updates to committee regarding “next” steps by April 2017
- Recommendations to improve score
- Move to a Class 4 or better in 2018 during next full CRS Audit
- The City will have a Verification (Audit) in 2018
- Must have all pre-requisites for Class 4 met by August 2018

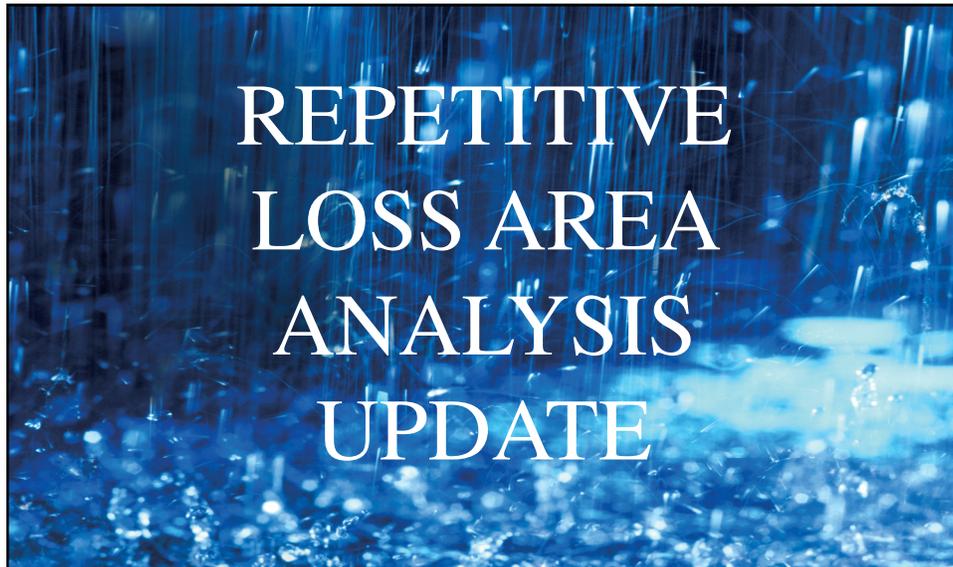
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**Construction Services and Permitting  
One Fourth Street North,  
St. Petersburg, Florida 33701**

**Floodplain Administrator – Rick Dunn, CFM, Building Official  
(727) 551-3391  
Rick.Dunn@stpete.org**

**CRS Coordinator – Noah Taylor, CFM  
(727) 893-7283  
Noah.Taylor@stpete.org**



# REPETITIVE LOSS AREA ANALYSIS UPDATE

*National Flood Insurance Program  
Community Rating System*



## REPETITIVE LOSS AREA ANALYSIS

What is the RLAA?

Why is it important?

COMMUNITY RATING SYSTEM



## REPETITIVE LOSS STRUCTURES

### Two Types of Properties:

#### Repetitive Loss

2 or more claims  
More than \$1000  
10 year rolling period

#### *Number of Repetitive Loss*

Riviera Bay: 38  
Shore Acres: 243

#### Severe Repetitive Loss

4 or more claims  
More than \$5000 or 2 claims  
exceeding buildings reported  
value

#### *Number of Severe Repetitive Loss*

Riviera Bay: 3  
Shore Acres: 37

#### Total number of potential losses (RLAA)

Riviera Bay: 372  
Shore Acres: 1539

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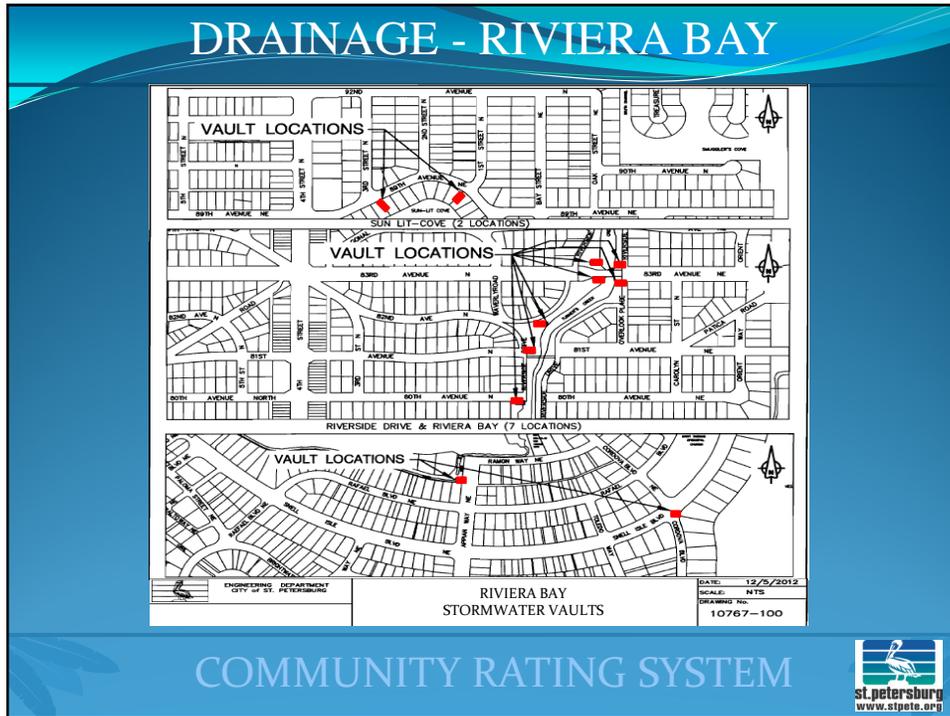


## MITIGATION MEASURES

- 1) Acquisition
- 2) Elevation
- 3) Dry floodproofing
- 4) Utility Protection
- 5) Insurance Coverage

COMMUNITY RATING SYSTEM







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**CRS Coordinator – Noah Taylor, CFM  
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Noah.Taylor@stpete.org**

Resolution No. 2016-\_\_\_\_\_

A RESOLUTION APPROVING THE REPETITIVE LOSS AREA ANALYSIS DOCUMENTS THAT EVALUATE THE FLOODING HAZARDS WITHIN THE MOST SEVERELY FLOODED AREAS OF ST PETERSBURG; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (“City”) is dedicated to protecting the health and property of citizens; and

WHEREAS, the City conducted an analysis of the repetitive loss areas according to FEMA and the Community Rating System (CRS) guidelines; and

WHEREAS, as a result of this analysis two documents were developed, which must be approved by the St. Petersburg City Council; and

WHEREAS, approval of the Repetitive Loss Area Analysis documents will increase the Community Rating System Points and lead to an improved discount on flood insurance premiums within St. Petersburg; and

WHEREAS, Administration recommends approval of the Repetitive Loss Area Analysis documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Repetitive Loss Area Analysis documents that evaluate the flooding hazards within the most severely flooded areas of the City of St. Petersburg is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approvals:

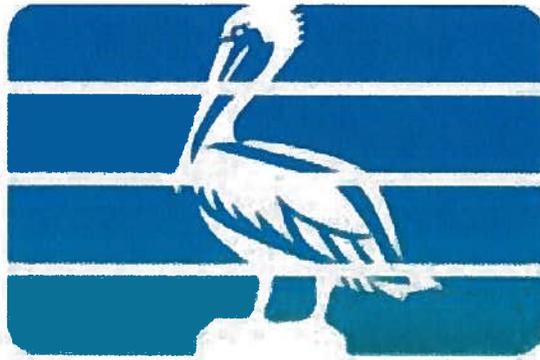
Legal:



Administration:



CITY OF ST PETERSBURG



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RIVIERA BAY  
REPETITIVE LOSS AREA  
ANALYSIS

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DRAFT

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## **TERMINOLOGY**

**1% Annual Flood Chance:** The flood that has a one percent (1%) chance of being equaled or exceeded each year. Also known as the base flood or regulatory floodplain.

**Area Analysis:** An approach to identify repeatedly flooded areas, evaluate mitigation approaches, and determine the most appropriate alternatives to reduce future repeated flood losses.

**BFE:** Base Flood Elevation - The elevation of the crest of the base flood or one percent (1%) annual chance.

**CRS:** Community Rating System

**FEMA:** Federal Emergency Management Agency

**FIRM:** Flood Insurance Rate Map

**Floodway:** The channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**Freeboard:** A factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management. Also known as the design flood elevation.

**GIS:** Geographic Information Systems

**Hazard Mitigation:** Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazardous event.

**ICC:** Increased Cost of Compliance, a \$30,000 rider on flood insurance policies for policy holders located in the special flood hazard area that can be used to bring the structure into compliance in the event that it is substantially damaged by a flood.

**NFIP:** National Flood Insurance Program

**Repetitive Loss property (RL):** An NFIP-insured property where two or more claim payments of more than \$1,000 have been paid within a 10-year period since 1978.

**Severe Repetitive Loss Property (SRL):** A 1-4 family residence that is a repetitive loss property that has had four or more claims of more than \$5,000 or two claims that cumulatively exceed the reported building's value.

**Substantial Improvement:** The repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred.

## **EXECUTIVE SUMMARY**

### **Background**

The National Flood Insurance Program (NFIP) is continually faced with the task of paying claims while trying to keep the price of flood insurance at an affordable level. It has a particular problem with repetitive flood loss properties, which are estimated to cost \$3.5 million per year in flood insurance claim payments throughout the United States. Repetitive flood loss properties represent only 1.4% of all flood insurance policies, yet historically they have accounted for nearly one-fourth of the claim payments (over \$9 billion to date). Mitigating these repeatedly flooded properties will reduce the overall costs to the NFIP, the communities in which they are located, and the individual homeowners. The City of St. Petersburg conducted an area analysis based on the Repetitive Loss Area Analysis, as described on page 5 of this report and in accordance to the Community Rating System. This area analysis follows FEMA guidelines to determine why an area has repeated flood losses and what alternative flood protection measures would help break the cycle of repetitive flooding.

### **Study Area**

The study area for this report is located in the Riviera Bay area, on two sides of Sun-lit Cove, stretching from approximately 90<sup>th</sup> Avenue North East, to 80<sup>th</sup> Avenue North and in-between 4<sup>th</sup> Avenue North, to Orient Way North East. There are 372 structures in the study area. All of them are residential. Of those 372 structures, 41 are on FEMA's repetitive loss list, while 3 of those 41 properties are severe repetitive loss (SRL) properties.

### **Problem Statement**

Flooding is caused by high tides and heavy rain, but aggravated by three problems:

- This area is low lying and close to the bay. Tidal flooding is a main cause of flooding within this area, especially when a major rain event coincides with a high tide.
- The street drainage ditches are sometimes overgrown or otherwise unable to convey water correctly. Therefore water tends to drain slowly into the bay.
- Some canals are clogged up with debris from pines and mangroves.

There have been some drainage improvements, but these improvements have not stopped all flooding.

### **Recommendations**

- Encourage everyone to pursue a mitigation measure.
- Address the issues with the clogged and/or undersized street drainage ditches.
- Install more backflow preventers.
- More frequent cleaning of backflow devices.
- Clean/dredge canal to remove debris on a more frequent basis.
- Seek out and secure funding for the drainage improvements outlined in this report.
- Improve the City's CRS classification.

### **For residents of the study area**

- Contact the City for more information about possible funding opportunities
- Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation.
- Purchase and maintain a flood insurance policy on the home and its contents.
- Report flooding hazards via See Click Fix or Mayor's Action line.

## INTRODUCTION

St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

St. Petersburg is mostly flat with some rise towards the center of the peninsula, creating areas where water runs very quickly to the bay and other areas where it drains away slowly. There are several communities built over bayous and along the coastline. Flooding of streets, yards, and buildings often occur from heavy rains in some areas.

In sum, areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the Special Flood Hazard Areas (SFHA), the deeper riverine and coastal floodprone areas as A, AE, or VE zones and the entire City may be subject to flooding

In most areas, especially outside the AE and VE Zones, flooding is relatively shallow. Residents have several days of warning before a coastal storm occurs and can take steps to protect themselves from flooding if they have necessary information.

There have been some drainage improvements, but they have not stopped all flooding. There are 372 properties subject to flooding. Of these properties 41 are considered repetitive or severe repetitive loss and have made 118 flood insurance claims for a total of \$1,709,751 since 1978. Within the 41 repetitive loss properties there are 3 severe repetitive loss properties with 13 claims for a total of \$337,629 since 1978.

Since flooding typically occurs over an area that may affect several buildings, determining a repetitive loss area may include homes not previously flooded, but are instead surrounded by those structures that have been repetitively flooded. This allows determination of drainage and may indicate where future homes may sustain flood damage. Additionally because repetitive loss structures are privacy protected by the federal government, it is necessary to include surrounding homes, so as to maintain the privacy of those repetitive loss structures as per the Privacy Act of 1974.

The RLAA is part of the Community Rating System, which is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.

Repetitive Loss Area Analysis (RLAA): An Approach that identifies repetitive loss areas, evaluates mitigation approaches, and determines the most appropriate alternatives to reduce future losses.

Hazard Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Repetitive Loss Property (RL): An NFIP-insured property where two or more claim payments of more than \$1,000 have been paid within a 10-year period since 1978.

Severe Repetitive Loss Property (SRL): A 1-4 family residence that is repetitive loss property that has had four or more claims of \$5,000 or two claims that cumulatively exceed the reported buildings value.

## **THE PROCESS**

The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. It provides more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. Riviera Bay was one of the two areas identified as a repetitive loss area. In order to better understand the issues in the area a process must be followed according to the NFIP CRS program.

The Community Rating System is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” ([www.FEMA.gov](http://www.FEMA.gov)). Participating communities are rewarded with reduced insurance premiums.

The FEMA-prescribed five step process for conducting an area analyses is as follows:

Step 1: Advise all the property owners in the repetitive flood loss area that the repetitive loss area analysis will be conducted to determine the problems associated with flooding.

Step 2: Contact agencies or organizations that may have plans that could affect the cause or impacts of the flooding.

Step 3: Collect data on the analysis area and each building in the identified study area within the neighborhood to determine the cause(s) of the repetitive damage.

Step 4: Review alternative mitigation approaches and determine whether any property protection measures or drainage improvements are feasible.

Step 5: Document the findings, including information gathered from agencies and organizations, and relevant maps of the analysis area.

## **STEP 1: NEIGHBORHOOD NOTIFICATION**

The first step in FEMA's five-step process is to notify the residents in the area about the project. On January 1, 2016 the City of St. Petersburg Community Rating System Coordinator sent out a letter to the homeowners introducing them to the project.

The letter asked homeowners to submit any flooding concerns to the CRS Coordinator via email, or phone, and to include address and pertinent information. Three hundred and seventy-two (372) letters were mailed out, of which twenty-two were returned as undeliverable or wrong address.

Copies of the letter and homeowner comments can be found in Appendices A & B of this report.

## **STEP 2: COLLABORATION**

Coordination with relevant agencies, offices, and organizations is an important step in the analysis process. This step helps to open lines of communication among those interested in flood protection in the St. Petersburg area. The City collected information and data in order to complete this analysis from the Stormwater and Engineering Division, Construction Services and Permitting, and the Geographic Information System data provided from FEMA and Pinellas County.

## **STEP 3: DATA COLLECTION**

The third step in the process is the collection of data that pertains to the area; both as a whole and specifically about the causes of the repetitive flooding. The data was collected through coordination with several agencies and departments.

Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the 82,840 buildings in the City, 405 have been paid at least 2 claims of \$1000 over a 10 year period (FEMA's definition of a repetitive loss property). There are 37 structures on FEMA's repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This report focuses on Riviera Bay and the houses identified in the mapped repetitive loss area as depicted on the page 9 Map.

## FLOOD INSURANCE DATA

There are two sources of flood insurance data that the City of St. Petersburg has reviewed. Those sources of data are:

- A. The Digital Flood Insurance Rate Map (DFIRM)
- B. Claims data

A. The Digital Flood Insurance Rate Map: The City of St. Petersburg Flood Insurance Rate Map, September 2003: A Flood Insurance Rate Map (FIRM), published by FEMA, shows potential flood risk according to zones of severity and is used in setting flood insurance rates. The regulatory floodplain used by FEMA for the floodplain management and insurance aspects of the National Flood Insurance Program (NFIP) is based on the elevation of the 1% annual flood chance or base flood. This type of flood has a 1% chance of occurring in any given year. For another frame of reference, the 1% annual flood has a 26% chance of occurring over the life of a 30-year mortgage. It is important to note that more frequent flooding does occur in the regulatory floodplain, as witnessed by the number of repetitive loss properties. The study area falls in only one flood zone: the more risky AE Zone.

The Base Flood Elevation (BFE) is the elevation of the 1% chance annual flood above mean sea level. In October 2015 St. Petersburg now requires two feet of freeboard. This means that all new or substantially improved residential construction must be at least two feet above the BFE. The BFE for the area is nine feet above sea level.

B. Claims Data: The Privacy Act of 1974 (5 U.S.C. 522a) restricts the release of certain types of data to the public. Flood insurance policy and claims data are included in the list of restricted information. FEMA can only release such data to state and local governments, and only if the data are used for floodplain management, mitigation, or research purposes. Therefore, this report does not identify the repetitive loss properties or include claims data for any individual property. Rather, it discusses them only in summary form.

The City of St. Petersburg obtained claims data from FEMA Region VI for all repetitive loss properties in the area. There are thirty-eight (10.21%) properties within the 372 property study area that qualify as repetitive loss. Of those thirty-eight repetitive loss properties, three are considered to be severe repetitive loss properties. Homeowners for the thirty-eight repetitive loss properties have made one hundred-eighteen claims and received \$1,709,751 in flood insurance payments since 1978. The average repetitive flood loss claim is \$44,993.46.

It is likely that the data in this section understates the flooding problem for the following reasons:

1. NFIP records do not include claims data prior to 1978, so there could have been additional losses not shown here.
2. Policy holders may not have submitted claims for smaller floods for fear of it affecting their coverage or premium rates.
3. Only data for listed repetitive loss properties were reviewed. There could be other properties that have been repeatedly flooded, but did not have insurance at the time of the flood or did not submit claims.

The losses only account for items covered by the insurance policy. Things not covered include living expenses during evacuation, swimming pools, and automobiles.

## DRAINAGE INFORMATION

The City of St. Petersburg examined three areas of related information on the area's drainage. Those three areas are:

- A. Sun-lit Cove
- B. Riviera Bay Watershed
- C. Riverside Canal

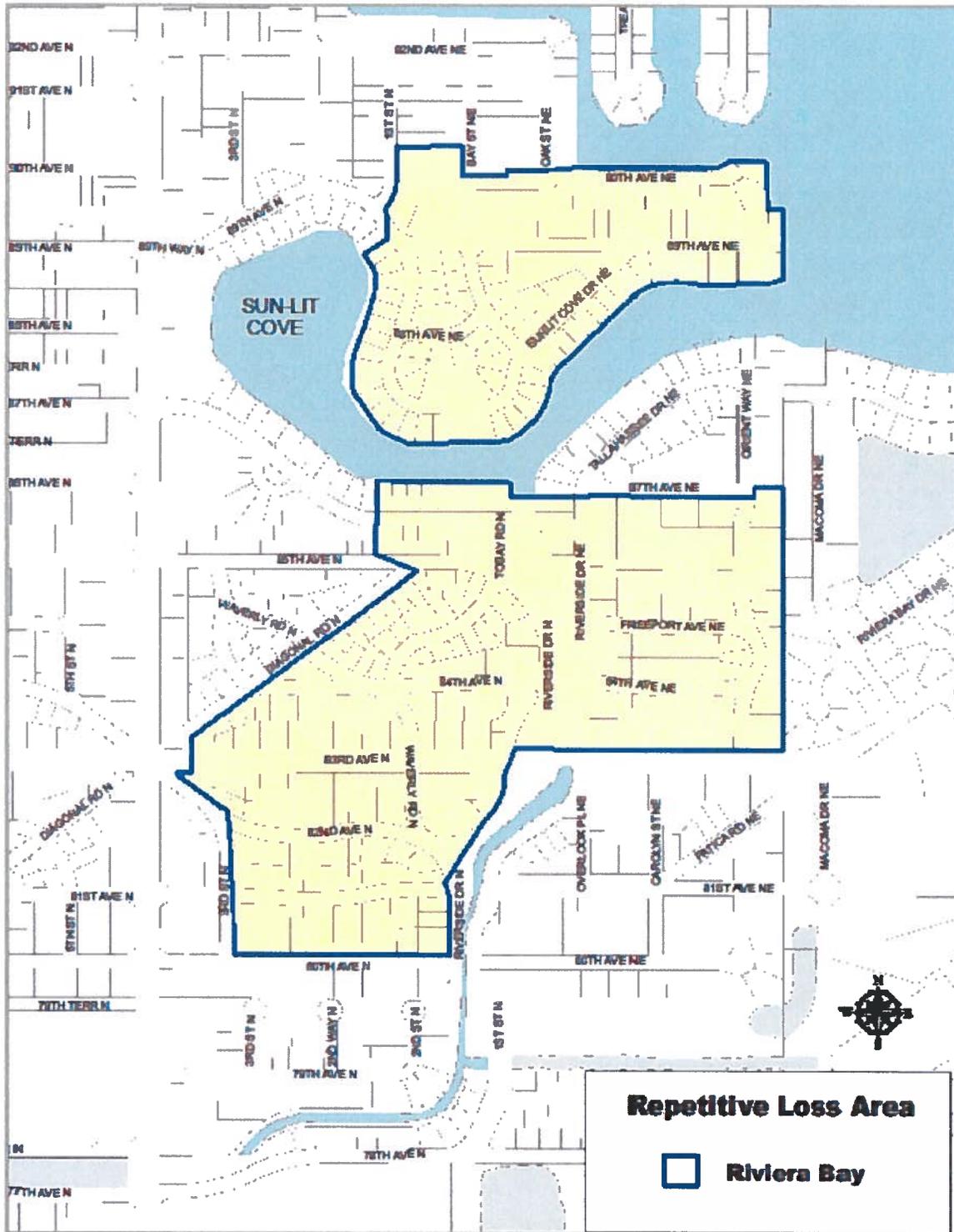
A. Sun-lit Cove: The City of St. Petersburg relies on a number of canals to drain stormwater from the streets. The study area is directly south of Sun-lit Cove which has a drainage area of roughly 99 square miles. There is one major tributary to Sun-lit Cove, Ditch D-27, which runs west to east towards the Bay and Sun-lit Cove. Petersburg that outfalls into Sun-lit Cove and provides drainage for the southwestern part of St. Petersburg. Sun-lit Cove floodway covers parts of the study area.

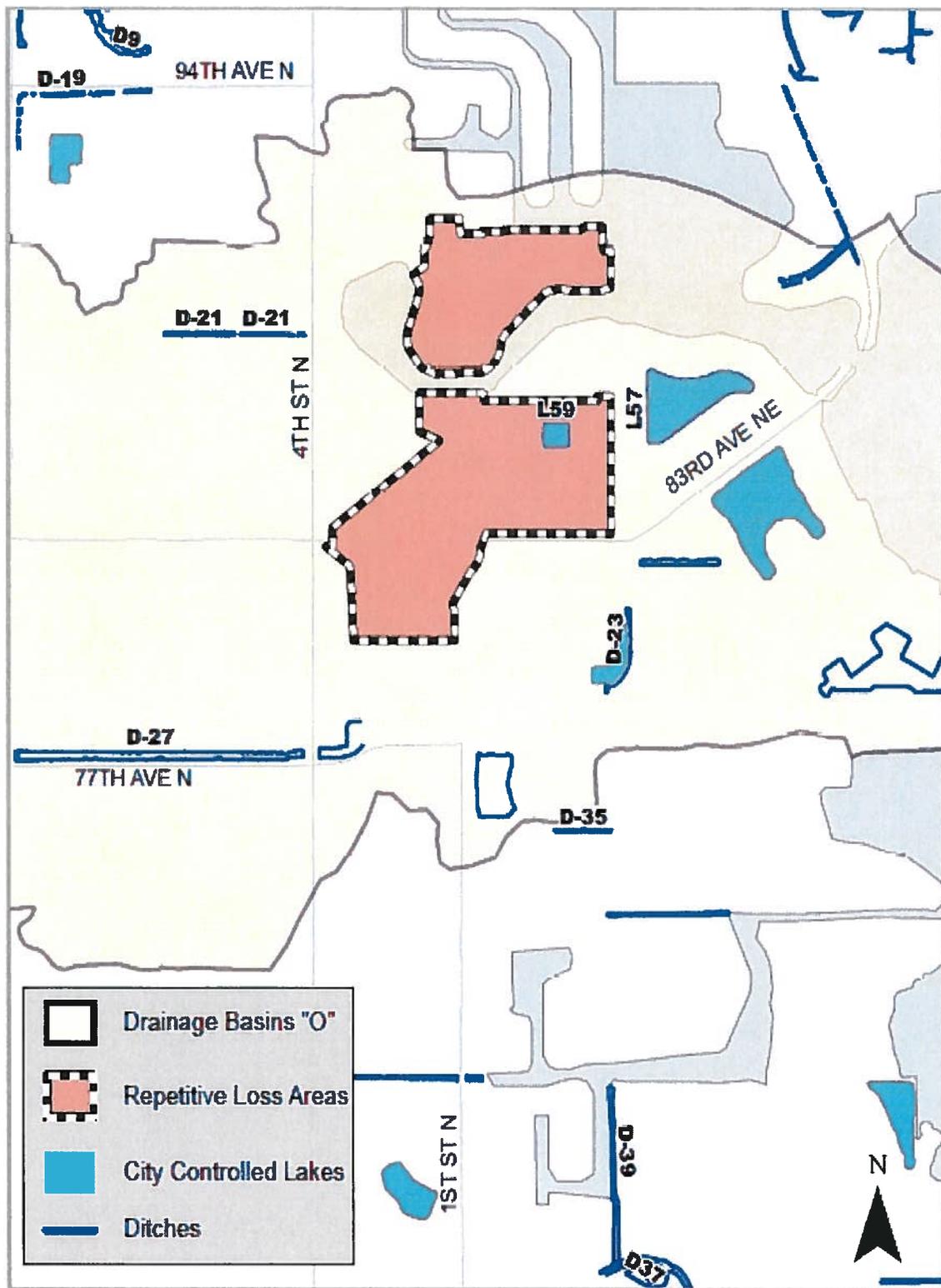
Sun-lit Cove canal is unable to convey tidal flooding events during major rain events; the most serious of which occurs west of Riverside Drive North. When this floods, it makes it difficult for residents in the study area to evacuate the area and to get to their residence. Sun-lit Cove is known to flood at Riverside Drive North; most likely due to high tide events and simultaneous heavy rainfall.

B. Riviera Bay Watershed: This large watershed is over 99 square miles and drains in several areas to the bay. The drainage from the Riviera Bay Watershed is not a major factor for flooding within this area. There are several drainage ditches, small lakes, and canals within the area, D-27, D-21, D-23, L59, and L57, that may absorb some of the watershed runoff, but not all. Additionally when these ditches, small lakes, and canals fill they could cause additional flooding throughout the area surrounding them.

C. Riverside Canal: Residents have expressed concern about the Riverside canal and water back-flowing into the streets during a high tide and major rain event. Concern is that the pipes leading to the canal can no longer close correctly, to prevent water from entering the pipes, because of barnacle and sediment buildup. Reports from residents indicate that even on sunny days and high tides that water can sometime be seen in the road and other low lying areas. During times of heavy rain the water has come close to steps of homes and some houses have even been flooded.

MAPS





## BUILDING INFORMATION

As discussed in Step 1: A neighborhood notification letter was mailed out to the residents, informing them that an analysis was going to be conducted with reference to flooding. Of the 372 properties to which letters were sent, twenty-two were returned to the City as vacant or otherwise undeliverable.

The residents who commented on the letter offered insight into the flooding issues in the area:

- Nine people reported some kind of street flooding and that their residence was inaccessible.
- Most flooding occurred during heavy rains and high tides.
- Residents have conflicting reports, some say that the drainage projects in the area have helped, while others seem to think they have caused more problems and moved the flooding to different roads.
- Residents report clogging of storm drains by pine needles and other tree debris.
- None of the residents have reported taking measures to mitigate the flooding on their own.

The complete list of comments from homeowner's can be found in Appendix B of this report.

From January 1<sup>st</sup> till January 20<sup>th</sup> the City visited the study area and collected data on each property. The City collected information such as the type of structure, construction, condition, the number of stories, drainage patters, and a photo.

Two hundred fifty-seven structures in the area are built on a slab (69%), thirty-three are on a crawlspace (9%), forty-one on a stem-wall (11%), two were split level (0.5%), twenty-two were on posts/piers (6%), four are walkout levels (1%), and the remaining thirteen either being vacant or unable to observe base (3.5%).

The majority of structures, three hundred twenty-four (87%) are single-story, and two hundred and seventy (72.58%) are masonry or brick. The rest are vinyl/wood and two manufactured homes.

Based on the data collected the following bullets summarize the repetitive flooding problems in the area:

- Structures fall in the more risky AE Zone.
- Flooding is caused by heavy rains, but aggravated by two problems:
  - High tides
  - Poor street drainage
- There have been some drainage improvements made to the area, but they have not stopped all flooding.

There are 372 properties subject to flooding. Thirty-eight of the insured properties have been flooded to the extent that they qualify as repetitive loss structures under the NFIP in the study area, three of which are severe repetitive loss properties.

## **STEP 4: MITIGATION MEASURES**

Knowing the flooding history, and types and condition of the buildings in the area leads to the fourth step in the area analysis procedure – a review of alternative mitigation approaches to protect properties from, or reduce, future flood damage. Property owners should look at these alternatives but understand they are not all guaranteed to provide protection at different levels of flooding. Six approaches were reviewed:

- I. Acquisition
- II. Elevating the houses above the 1% annual flood level
- III. Dry floodproofing
- IV. Utility protection
- V. Drainage improvements
- VI. Maintaining flood insurance coverage on the building

### **I. ACQUISITION**

This measure involves buying one or more properties and clearing the site. If there is no building subject to flooding, there is no flood damage. Acquisitions are usually recommended where the flood hazard is so great or so frequent that it is not safe to leave the structure on the site.

An alternative to buying and clearing the whole subdivision is buying out individual, “worst case,” structures with FEMA funds.

- A. Cost: This approach would involve purchasing and clearing the lowest or the most severe repeatedly flooded homes. If FEMA funds are to be used, three requirements will apply:
  1. The applicant for FEMA must demonstrate that the benefits exceed the costs, using FEMA’s benefit/cost software.
  2. The owner must be a willing seller.
  3. The parcel must be deeded to a public agency that agrees to maintain the lot and keep it forever as open space.

B. Feasibility: Due to the high cost and difficulty to obtain a favorable benefit-cost ratio in shallow flooding areas, acquisitions are reserved for the worst case buildings. Not everyone wants to sell their home, so a checkerboard pattern of vacant and occupied lots often remains after a buyout project, leaving “holes” in the neighborhood. There is no reduction in expenses to maintain the neighborhood’s infrastructure for the City, although the tax base is reduced. The vacant lots must be maintained by the new owner agency, and additional expense is added to the community. If the lot is only minimally maintained, its presence may reduce the property values of the remaining houses. The City of ST. Petersburg is not considering acquisitions at this time for the above reasons.

## II. ELEVATION

Raising the structure above the flood level is generally viewed as the best flood protection measure, short of removing the building from the floodplain. All damageable portions of the building and its contents are high and dry during a flood, which flows under the building instead of into the house. Houses can be elevated on fill, posts/piles, or a crawlspace.

A house elevated on fill requires adding a specific type of dirt to a lot and building the house on top of the added dirt. It should be noted that St. Petersburg does not allow fill to be brought into the floodplain to elevate the house.

A house elevated on posts/piles is either built or raised on a foundation of piers that are driven into the earth and rise high enough above the ground to elevate the house above the flow of flood water.

A house elevated on a crawlspace is built or raised on a continuous wall-like foundation that elevates the house above the flood level. If a crawlspace is used, it is important to include vents or openings in the crawlspace that are appropriately sized: one square inch for each square foot of the building's footprint. Additionally all materials below the design flood level must be flood resistance and all machinery, equipment, and plumbing must be above the design flood level.

- A. Cost: Most of the cost to elevate a building is in the preparation and foundation construction. The cost to elevate six feet is little more than the cost to go up two feet. Elevation is usually cost-effective for wood frame buildings on posts/piles or crawlspace because it is easiest to get lifting equipment under the floor and disruption to the habitable part of the house is minimal. Elevating a slab house is much more costly and disruptive. In St. Petersburg, 69% percent of the houses in the study area are on a slab. The actual cost of elevating a particular building depends on factors such as its condition, whether it is masonry or brick faced, and if additions have been added on over time. While the cost of elevating a home can be high, there are funding programs that can help. The usual arrangement is for a FEMA grant to pay 75% of the cost while the owner pays the other 25%. In the case of elevating a slab foundation, the homeowner's portion could be as high as \$25,000 or more. In some cases, assistance can be provided by Increased Cost of Compliance (ICC) funds, which is discussed on page 30, or state funds.
- B. Feasibility: Federal funding support for an elevation project requires a study that shows that the benefits of the project exceed the cost of the elevation. Project benefits include savings in insurance claims paid on the structure. Elevating a masonry home or a slab can cost up to \$100,000, which means that benefit/cost ratios may be low. Looking at each property individually could result in funding for the worst case properties, i.e., those that are lowest, subject to the most frequent flooding, and in good enough condition to elevate.

### III. DRY FLOODPROOFING

This measure keeps floodwaters out of a building by modifying the structure. Walls are coated with waterproofing compounds or plastic sheeting. Openings (i.e. doors, windows, and vents) are closed either permanently, or temporarily with removable shields or sandbags.

Make the walls watertight. This is easiest to do for masonry or brick faced walls. The brick or stucco walls can be covered with a waterproof sealant and bricked or stuccoed over with a veneer to camouflage the sealant. Houses with wood, vinyl, or metal siding need to be wrapped with plastic sheeting to make walls watertight, and then covered with a veneer to camouflage and protect the plastic sheeting. Provide closures, such as removable shields or sandbags, for the openings; including doors, windows, dryer vents and weep holes. There must also be an account for sewer backup and other sources of water entering the building. For shallow flood levels, this can be done with a floor drain plug or standpipe; although a check valve system is more secure.

Dry floodproofing employs the building itself as part of the barrier to the passage of floodwaters, and therefore this technique is only recommended for buildings with slab foundations that are not cracked. The solid slab foundation prevents floodwaters from entering a building from below. Also, even if the building is in sound condition, tests by the Corps of Engineers have shown that dry floodproofing should not be used for depths greater than three feet over the floor, because water pressure on the structure can collapse the walls and/or buckle the floor.

Dry floodproofing is a mitigation technique that is appropriate for some houses in the Riviera Bay study area: those with slab foundations that typically receive floodwater up to three feet in the house. From the fieldwork it was found that eighty-nine percent of the houses in the analysis area are on slab foundations, and according to the data sheet responses seventy-six percent of the respondents experienced three feet of flooding.

Not all parts of the building need to be floodproofed. It is difficult to floodproof a garage door, for example, so some owners let the garage flood and floodproof the walls between the garage and the rest of the house. Appliances, electrical outlets, and other damage-prone materials located in the garage should be elevated above the expected flood levels.

Dry floodproofing has the following shortcomings as a flood protection measure:

- It usually requires human intervention, i.e., someone must be home to close the openings.
- Its success depends on the building's condition, which may not be readily evident. It is very difficult to tell if there are cracks in the slab under the floor covering.
- Periodic maintenance is required to check for cracks in the walls and to ensure that the waterproofing compounds do not decompose.
- There is no government financial assistance programs available for dry floodproofing, therefore the entire cost of the project must be paid by the homeowner.
- The NFIP will not offer a lower insurance rate for dry floodproofed residences. However, this may be a viable option if homeowners want to protect their structure and contents.

- A. Cost: The cost for a floodproofing project can vary according to the building's construction and condition. It can range from \$5,000 to \$20,000, depending on how secure the owner wants to be from flooding. Owners can do some of the work by themselves, although an experienced contractor provides greater security. Each property owner can determine how much of their own labor they can contribute and whether the cost and appearance of a project is worth the protection from flooding that it may provide.
- B. Feasibility: As with floodwalls, floodproofing is appropriate where flood depths are shallow and are of relatively short duration. It can be an effective measure for some of the structures and flood conditions found in the study analysis area. It can also be more attractive than a floodwall around a house. However, floodproofing requires the homeowner to install or place door and window shields or sandbags and to ensure maintenance on a yearly basis. This may be difficult for the elderly or disabled. Finally ample warning of flooding must be available, so the homeowner can determine when to place the door or window shields and sandbags.

#### IV. UTILITY PROTECTION

This measure applies to several different utilities that can be adversely affected by floodwaters such as:

- Heating, Ventilation, and Air Conditioning (HVAC) systems
- Fuel meters and pipes
- Electrical service boxes, wiring and fixtures
- Sewage systems
- Water systems

Damage to utilities can prevent a residence that remains structurally sound after a flood from being reoccupied. Retrofitting utilities includes things as simple as raising them above the flood level and building small walls around furnaces and water heaters to protect from shallow flooding. According to the homeowner's data sheets, forty-one percent (41%) of respondents answered that they had moved utilities and/or contents to a higher level as a mitigation measure.

A. Cost: The cost for protecting utilities varies and is dependent upon the measure itself, condition of the system, structure, and foundation. A lot of the measures can be performed by the homeowners themselves, although it is always a good idea to consult a professional contractor and/or engineer (depending on the project). The costs can be lower when done as part of a repair or remodeling project. Residents interested in pursuing a retrofitting measure to protect their utilities should contact the City of St. Petersburg to determine whether a permit is required.

B. Feasibility: Given that the flooding experienced by the homeowners in the Riviera Bay study area includes both shallow and deep flooding, utility protection is an acceptable mitigation measure. Interested homeowners should examine their flooding history and decide if utility protection is an appropriate measure for their building.

## V. DRAINAGE IMPROVEMENTS

The Engineering and Stormwater Department prepared a Master Drainage plan for the entire City of St. Petersburg. The Plan has a list of recommendations that were created after reviewing previous studies and reports. There are several different drainage improvements called for in the Plan.

<b>Date</b>	<b>Project Name/Description</b>
05/24/11	Riverside Dr Stormwater Vaults

This project helped to reduce some of the flooding within the Riviera Bay Repetitive Loss area. No other projects are currently proposed for this area.

## VI. MAINTAINING INSURANCE

Although insurance is not a mitigation measure that reduces property damage from a flood, a National Flood Insurance Program policy has the following advantages for the homeowner or renter:

1. A flood insurance policy covers surface flooding from the overflow of inland or tidal waters or from storm water runoff.
2. Flood insurance may be the only source of assistance to help owners of damaged property quickly pay for cleanup and repairs after a disaster. This ensures that people can get back into their homes faster than if they had to wait for disaster assistance funding, which often is in the form of a loan and may take months to pay.
3. Once in effect there is no need for human intervention. Coverage is available for the contents of a home as well as for the structure. Renters can buy contents coverage, even if the building owner does not buy coverage for the structure itself.

Cost: Flood insurance rates are based on several factors including what flood zone the building falls in and the age of the structure. All the homes in the study area fall in the AE zone. Homes constructed before December 31st, 1974 are “pre-FIRM” buildings, which means that they were built before the date of the first FIRM for the community, and are thus eligible for the “subsidized” flood insurance premium rates.

A building that is located in the AE flood zone and constructed or substantially improved after the date of the most current FIRM - such as one built or substantially improved – is required to be built above the base flood elevation and is therefore subject to rates based on the actual risk rather than a subsidized rate. Rates on pre-FIRM buildings are subsidized because the flood risk was unknown at the time of construction. If a pre-FIRM house in the SFHA is elevated to the design flood elevation, the owner will be able to take advantage of the much lower post-FIRM rates.

Communities that join the CRS complete floodplain management activities that are worth a certain amount of credit. The more credit earned, the better the class ranking of that community. The CRS has 10 classes; a Class ranking of 10 carries the lowest flood insurance premium reduction, whereas a Class 1 carries the maximum discount. The City of St Petersburg has a CRS Class of 6, which gives an effective discount of 20 percent to all flood insurance premiums for those within the SFHA.

## **STEP 5: FINDINGS & RECOMMENDATIONS**

### **A. Findings**

Properties in the Riviera Bay study area are subject to flooding due to heavy rains, high tide, and drainage problems. When Sunlit-cove and the connecting canals are inundated by heavy rains, especially during high tides, it does not have the capacity to convey the water out of the area quickly enough. This is mainly due to backflow and pipes which are either under water or do not close due to barnacles. There is also concern over the drains being clogged from debris and unable to convey water from the street in a timely fashion.

### **B. Recommendations**

1. The City of St. Petersburg should continue to encourage everyone to pursue a mitigation measure. Assist interested property owners in applying for a mitigation grant. Address the issues with the street drainage in order to improve the drainage in the study area. Institute a maintenance program that encourages homeowners to frequently clear their ditches of debris to ensure open flow for stormwater. Seek out and secure funding for the drainage improvements outlined in this report. Improve the City's CRS classification and adopt this Repetitive Loss Area Analysis according to the process detailed in the CRS Coordinator's Manual.
2. For the residents of the study area, they should contact the City of St. Petersburg for more information about possible funding opportunities and site visits to determine remedial measures. Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation. Purchase and maintain a flood insurance policy on the home and its contents.

## **POSSIBLE FUNDING SOURCES**

There are several possible sources of funding for mitigation projects:

- A. FEMA grants: Most of the FEMA programs provide 75% of the cost of a project. In most Gulf communities, the 25% non-FEMA share is paid by the benefitting property owner. Each program has different Congressional authorization and slightly different rules.
1. The Hazard Mitigation Grant Program (HMGP): The HMGP provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Projects must provide a long-term solution to a problem (e.g., elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood). Examples of eligible projects include acquisition and elevation, as well as local drainage projects.
  2. The Severe Repetitive Loss Program (SRL): The Severe Repetitive Loss (SRL) grant program funds mitigation projects for properties on the severe repetitive loss list. Eligible flood mitigation projects include: Acquisition and demolition or relocation of structures that are listed on FEMA's severe repetitive loss list and conversion of the property to open space Elevation of existing SRL structures to at least the Base Flood Elevation (BFE). There is a new SRL ICC Program that can be used to cover the non-FEMA share of the cost. That program is discussed further in bullet C below.
- B. The Flood Mitigation Assistance Program (FMA): FMA funds assist States and communities in implementing measures that reduce or eliminate the long-term risk of flood damage to structures insured under the NFIP. Project Grants to implement measures to reduce flood losses, such as elevation, acquisition, or relocation of NFIP-insured structures. States are encouraged to prioritize FMA funds for applications that include repetitive loss properties; these include structures with 2 or more losses each with a claim of at least \$1,000 within any ten-year period since 1978.
1. Pre-Disaster Mitigation Program (PDM): The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. For more information visit <http://www.fema.gov/government/grant/pdm/index.shtm>.
- C. Flood insurance: There is a special funding provision in the National Flood Insurance Program (NFIP) for insured buildings that have been substantially damaged by a flood, "Increased Cost of Compliance." ICC coverage pays for the cost to comply with floodplain management regulations after a flood if the building has been declared substantially damaged. ICC will pay up to \$30,000 to help cover elevation, relocation, demolition, and (for nonresidential buildings) floodproofing. It can also be used to help pay the 25% owner's share of a FEMA funded mitigation project.

The building's flood insurance policy must have been in effect during the flood. This payment is in addition to the damage claim payment that would be made under the regular policy coverage, as long as the total claim does not exceed \$250,000. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator. For more information, contact your insurance agent or visit: [www.fema.gov/plan/prevent/floodplain/ICC.shtm](http://www.fema.gov/plan/prevent/floodplain/ICC.shtm).

Coverage under the ICC does have limitations: It covers only damage caused by a flood, as opposed to wind or fire damage. The building's flood insurance policy must have been in effect during the flood. ICC payments are limited to \$30,000 per structure. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator and the structure must be in an A zone.

The average claims payment in the study area is \$16,511.58. With an average claim of that amount, it is not likely that many homes in the study area would sustain substantial damage from a flood event. Homeowners should make themselves aware of the approximate value of their homes, and in the case of incurring flood damage, be aware of the need for a substantial damage declaration in order to receive the ICC coverage.

**Severe Repetitive Loss ICC Pilot Program:** While the conventional ICC only covers buildings that are located in the Special Flood Hazard Areas (SFHA), there is a new pilot program that is aiming to target buildings not in the SFHA. Focusing specifically on Severe Repetitive Loss (SRL) buildings, this pilot program will offer ICC benefits to those SRL properties that are located in X zones and will include those SRL buildings that have grandfathered X zone rates. Under this new pilot program, the ICC benefits could be used to cover the homeowner's 10% match in a SRL grant.

Alternative language adopted into the local floodplain management ordinance would enable residents with shallower flooding to access ICC funding. Since local ordinances determine the threshold at which substantial damage and/or repetitive claims are reached, adopting language that would lower these thresholds would benefit the homeowners of repetitive loss properties. Adopting alternative language allows for cumulative damages to reach the threshold for federal mitigation resources more quickly, meaning that some of the properties in St. Petersburg that sustain minor damage regularly would qualify for mitigation assistance through ICC.

- D. **Rebates:** A rebate is a grant in which the costs are shared by the homeowner and another source, such as the local government, usually given to a property owner after a project has been completed. Many communities favor it because the owner handles all the design details, contracting, and payment before the community makes a final commitment. The owner ensures that the project meets all of the program's criteria, has the project constructed, and then goes to the community for the rebate after the completed project passes inspection.

Rebates are more successful where the cost of the project is relatively small, e.g., under \$5,000, because the owner is more likely to be able to afford the bulk of the cost. The rebate acts more as an incentive, rather than as needed financial support.

- E. **Small Business Administration Mitigation Loans:** The Small Business Administration (SBA) offers mitigation loans to SBA disaster loan applicants who have not yet closed on their disaster loan. Applicants who have already closed must demonstrate that the delay in application was beyond their control.

For example mitigation loans made following a flood can only be used for a measure to protect against future flooding, not a tornado. If the measure existed prior to the declared disaster, an SBA mitigation loan will cover the replacement cost. If the measure did not exist prior to the declared disaster the mitigation loan will only cover the cost of the measure if it is deemed absolutely necessary for repairing the property by a professional third-party, such as an engineer.

## APPENDIX A: LETTER TO RESIDENTS



City of St. Petersburg  
Planning & Economic Development Department  
Construction Services & Permitting  
January 2016

### IMPORTANT FLOOD HAZARD INFORMATION

Dear Resident:

You have received this letter because your property is in an area that is subject to repetitive flooding. The City is concerned about repetitive flooding in our community and has an active program to help you protect yourself and your property from future flooding. Here are some things you can do:

1. Check with the Building Department.
  - Department staff can tell you about causes of repetitive flooding, what the City is doing about it, and what would be an appropriate flood protection level.
  - City staff can visit your property to discuss flood protection alternatives.
  - There are Federal grants available through the City for repetitively flooded structures.
  - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the building department before implementation.
2. Prepare for flooding by doing the following:
  - Know how to shut off the electricity and gas to your house before a flood comes.
  - Make a list of emergency numbers and identify a safe place to go.
  - Make a household inventory, especially of the lowest floor contents.
  - Develop a disaster response plan. See the Red Cross' website at [www.redcross.org](http://www.redcross.org) for information about preparing your home and family for a disaster.
  - Get a copy of *Repairing Your Flooded Home*. A copy is available for review at your public library and can be found on the Red Cross website.
3. Protect yourself from flooding.
  - Purchase a flood insurance policy.
  - Homeowner's insurance policies do not cover damage from rising water, however, you can purchase a separate flood insurance policy for coverage. You may qualify to receive a reduction in your flood insurance premium because your community participates in the National Flood Insurance Program's Community Rating System.
  - More flood protection information can be found at FEMA's website, [www.floodsmart.gov](http://www.floodsmart.gov).

What the City is doing for you:

The City has a flood hotline and website for all your flood related questions, call 727-893-SAVE (7283) or visit [www.stpete.org/flood](http://www.stpete.org/flood) for pertinent information regarding the City of St. Petersburg and flood insurance.

During the first quarter of 2016, City staff will be visiting your neighborhood in order to collect basic preliminary data, review the potential cause of repetitive flooding, and determine possible mitigation measures available. The findings of this report will be presented to the City Council during 2016 and published in the media.

Your input is greatly appreciated, please send flooding concerns to:  
[noah.taylor@stpete.org](mailto:noah.taylor@stpete.org) or call 727-893-SAVE (7283)  
Be sure to include your address and contact information!

## **APPENDIX B: HOMEOWNER'S COMMENTS\***

- A Homeowner reported that their street must be roped off at the end because of deep water with every storm, many times deep enough to paddle a canoe. They also mentioned that an elevated house on fill that may be causing more flooding issues.
- A Homeowner reported that the flooding is worse since they put in the sea wall.
- A neighbor mentioned that barnacles keep the back flow preventers from doing their job.
- Homeowner reported water has come up near neighbor's house, excessive heavy rains,
- Homeowner reported flooding at 89th Avenue after you come off of Sunlit Cove.
- One homeowner mentioned that prior to storm vaults the street didn't flood as much. Now the area is hard to access roads, both in and out. Often the street is blocked off area to flooding so vehicles can drive through.
- Another homeowner commented about where the seawall ends and how they made it higher but it doesn't help the problem.
- A homeowner mentioned that the pine trees plug up the storm drain and the city doesn't come out and clean enough.
- A homeowner reports that the drain at the end of Diagonal Road North, near the stop sign, often overflows and water comes in from the bay.

\*These comments were collected while in the field and from phone calls or emails.

CITY OF ST PETERSBURG



**st.petersburg**  
**www.stpete.org**

SHORE ACRES  
REPETITIVE LOSS AREA  
ANALYSIS

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DRAFT

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## **TERMINOLOGY**

**1% Annual Flood Chance:** The flood that has a one percent (1%) chance of being equaled or exceeded each year. Also known as the base flood or regulatory floodplane.

**Area Analysis:** An approach to identify repeatedly flooded areas, evaluate mitigation approaches, and determine the most appropriate alternatives to reduce future repeated flood losses.

**BFE:** Base Flood Elevation - The elevation of the crest of the base flood or one percent (1%) annual chance.

**CRS:** Community Rating System

**FEMA:** Federal Emergency Management Agency

**FIRM:** Flood Insurance Rate Map

**Floodway:** The channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**Freeboard:** A factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management. Also known as the design flood elevation.

**GIS:** Geographic Information Systems

**Hazard Mitigation:** Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazardous event.

**ICC:** Increased Cost of Compliance, a \$30,000 rider on flood insurance policies for policy holders located in the special flood hazard area that can be used to bring the structure into compliance in the event that it is substantially damaged by a flood.

**NFIP:** National Flood Insurance Program

**Repetitive Loss property (RL):** An NFIP-insured property where two or more claim payments of more than \$1,000 have been paid within a 10-year period since 1978.

**Severe Repetitive Loss Property (SRL):** A 1-4 family residence that is a repetitive loss property that has had four or more claims of more than \$5,000 or two claims that cumulatively exceed the reported building's value.

**Substantial Improvement:** The repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred.

## **EXECUTIVE SUMMARY**

### **Background**

The National Flood Insurance Program (NFIP) is continually faced with the task of paying claims while trying to keep the price of flood insurance at an affordable level. It has a particular problem with repetitive flood loss properties, which are estimated to cost \$3.5 million per year in flood insurance claim payments throughout the United States. Repetitive flood loss properties represent only 1.4% of all flood insurance policies, yet historically they have accounted for nearly one-fourth of the claim payments (over \$9 billion to date). Mitigating these repeatedly flooded properties will reduce the overall costs to the NFIP, the communities in which they are located, and the individual homeowners. The City of St. Petersburg conducted an area analysis based on the Repetitive Loss Area Analysis, as described on page 5 of this report and in accordance to the Community Rating System. This area analysis follows FEMA guidelines to determine why an area has repeated flood losses and what alternative flood protection measures would help break the cycle of repetitive flooding.

### **Study Area**

The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. The study area for this report is located in the Shore Acres area, stretching from approximately 62<sup>nd</sup> Avenue North East, to Bayou Placido Boulevard North East, and in-between Shore Acres Boulevard North East, to Jersey Street North East. There are 1539 structures in the study area. The majority of them are residential, with a fire station, school, church, care facility, and grocery store rounding out the rest. More information on these properties can be found on page 4 within the introduction.

### **Problem Statement**

Flooding is caused by high tides and heavy rains and is aggravated by two problems:

- The study area is low lying and close to the bay. Tidal flooding is a main cause of flooding within this area, especially when a major rain event coincides with a high tide.
- The storm drains are sometimes overgrown or otherwise unable to convey water correctly. Therefore water tends to drain slowly into the bay.

There have been some drainage improvements, but they have not stopped all flooding.

### **Recommendations**

- Encourage everyone to pursue a mitigation measure.
- Assist interested property owners in applying for a mitigation grant.
- Street cleaning or sweeping program to remove debris from street and drainage culverts.
- Seek out and secure funding for the drainage improvements outlined in this report.
- Improve the City's CRS classification.
- Installing individual backflow preventers at the street catch basin structure.
- Education campaign about keeping streets and drainage culverts clean.

### **For residents of the study area**

- Contact the City for more information about possible funding opportunities
- Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation.
- Purchase and maintain a flood insurance policy on the home and its contents.
- Report flooding hazards via See Click Fix or Mayor's Action line.

## INTRODUCTION

St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

St. Petersburg is mostly flat with some rise towards the center of the peninsula, creating areas where water runs very quickly to the bay and other areas where it drains away slowly. There are several communities built over bayous and along the coastline. Flooding of streets, yards, and buildings often occur from heavy rains in some areas.

In sum, areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the Special Flood Hazard Areas (SFHA), the deeper riverine and coastal floodprone areas as A, AE, or VE zones and the entire City may be subject to flooding.

In most areas, especially outside the SFHA, flooding is relatively shallow. Residents have several days of warning before a coastal storm occurs and can take steps to protect themselves from flooding if they have necessary information.

There have been some drainage improvements, but they have not stopped all flooding. There are 1539 properties subject to flooding. Of these properties 243 are considered repetitive loss and have made 367 flood insurance claims for a total of \$13,513,902.68 since 1978. Within the 243 repetitive loss properties there are 29 severe repetitive loss properties with 129 claims for a total of \$2,968,922 since 1978.

Since flooding typically occurs over an area that may affect several buildings, determining a repetitive loss area may include homes not previously flooded, but are instead surrounded by those structures that have been repetitively flooded. This allows determination of drainage and may indicate where future homes may sustain flood damage. Additionally because repetitive loss structures are privacy protected by the federal government it is necessary to include surrounding homes, so as to maintain the privacy of those repetitive loss structures as per the Privacy Act of 1974.

The RLAA is part of the Community Rating System, which is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.

Repetitive Loss Area Analysis (RLAA): An Approach that identifies repetitive loss areas, evaluates mitigation approaches, and determines the most appropriate alternatives to reduce future losses.

Hazard Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Repetitive Loss Property (RL): An NFIP-insured property where two or more claim payments of more than \$1,000 have been paid within a 10-year period since 1978.

Severe Repetitive Loss Property (SRL): A 1-4 family residence that is repetitive loss property that has had four or more claims of \$5,000 or two claims that cumulatively exceed the reported buildings value.

## **THE PROCESS**

The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. It provides more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. Shore Acres was one of the two areas identified as a repetitive loss area. In order to better understand the issues in the area a process must be followed according to the NFIP CRS program.

The Community Rating System is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” ([www.FEMA.gov](http://www.FEMA.gov)). Participating communities are rewarded with reduced insurance premiums.

The FEMA-prescribed five step process for conducting an area analyses is as follows:

Step 1: Advise all the property owners in the repetitive flood loss area that the repetitive loss area analysis will be conducted to determine the problems associated with flooding.

Step 2: Contact agencies or organizations that may have plans that could affect the cause or impacts of the flooding.

Step 3: Collect data on the analysis area and each building in the identified study area within the neighborhood to determine the cause(s) of the repetitive damage.

Step 4: Review alternative mitigation approaches and determine whether any property protection measures or drainage improvements are feasible.

Step 5: Document the findings, including information gathered from agencies and organizations, and relevant maps of the analysis area.

## **STEP 1: NEIGHBORHOOD NOTIFICATION**

The first step in FEMA's five-step process is to notify the residents in the area about the project. On January 1, 2016 the City of St. Petersburg Community Rating System Coordinator sent out a letter to the homeowners introducing them to the project.

The letter asked homeowners to submit any flooding concerns to the CRS Coordinator via mail, email, or phone, and to include address and pertinent information. One thousand five hundred and thirty nine (1539) letters were mailed out, of which sixty-six were returned as undeliverable or wrong address.

Copies of the letter and homeowner comments can be found in Appendices A & B of this report.

## **STEP 2: COLLABORATION**

Coordination with relevant agencies, offices, and organizations is an important step in the analysis process. This step helps to open lines of communication among those interested in flood protection in the St. Petersburg area. The City collected information and data in order to complete this analysis from the Stormwater and Engineering Division, Construction Services and Permitting, and the Geographic Information System data provided from FEMA and Pinellas County.

## **STEP 3: DATA COLLECTION**

The third step in the process is the collection of data that pertains to the area; both as a whole and specifically about the causes of the repetitive flooding. The data was collected through coordination with several agencies and departments.

Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the 82,840 buildings in the City, 405 have been paid at least 2 claims of \$1000 over a 10 year period (FEMA's definition of a repetitive loss property). There are 37 structures on FEMA's repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This report focuses on Shore Acres and the houses identified in the mapped repetitive loss area as depicted on the page 9 map.

## FLOOD INSURANCE DATA

There are two sources of flood insurance data that the City of St. Petersburg has reviewed. Those sources of data are:

- A. The Digital Flood Insurance Rate Map (DFIRM)
- B. Claims data

A. The Digital Flood Insurance Rate Map: The City of St. Petersburg Flood Insurance Rate Map, September 2003: A Flood Insurance Rate Map (FIRM), published by FEMA, shows potential flood risk according to zones of severity and is used in setting flood insurance rates. The regulatory floodplain used by FEMA for the floodplain management and insurance aspects of the National Flood Insurance Program (NFIP) is based on the elevation of the 1% annual flood chance or base flood. This type of flood has a 1% chance of occurring in any given year. For another frame of reference, the 1% annual flood has a 26% chance of occurring over the life of a 30-year mortgage. It is important to note that more frequent flooding does occur in the regulatory floodplain, as witnessed by the number of repetitive loss properties. The study area falls in only one flood zone: the more risky AE Zone.

The Base Flood Elevation (BFE) is the elevation of the 1% chance annual flood above mean sea level. In October 2015 St. Petersburg now requires two feet of freeboard. This means that all new or substantially improved residential construction must be at least two feet above the BFE. The BFE for the area is nine feet above sea level.

B. Claims Data: The Privacy Act of 1974 (5 U.S.C. 522a) restricts the release of certain types of data to the public. Flood insurance policy and claims data are included in the list of restricted information. FEMA can only release such data to state and local governments, and only if the data are used for floodplain management, mitigation, or research purposes. Therefore, this report does not identify the repetitive loss properties or include claims data for any individual property. Rather, it discusses them only in summary form.

The City of St. Petersburg obtained claims data from FEMA Region IV for all repetitive loss properties in the area. There are two hundred and forty-three (15.79%) properties within the 1539 property study area that qualify as repetitive loss. Of those two hundred and forty-three repetitive loss properties, twenty-nine are considered to be severe repetitive loss properties. Homeowners for the two hundred and forty-three repetitive loss properties have made one hundred and twenty-nine claims and received \$2,968,922 in flood insurance payments since 1978. The average repetitive flood loss claim is \$709,529.74.

It is likely that the data in this section understates the flooding problem for the following reasons:

1. NFIP records do not include claims data prior to 1978, so there could have been additional losses not shown here.
2. Policy holders may not have submitted claims for smaller floods for fear of it affecting their coverage or premium rates.
3. Only data for listed repetitive loss properties were reviewed. There could be other properties that have been repeatedly flooded, but did not have insurance at the time of the flood or did not submit claims.

The losses only account for items covered by the insurance policy. Things not covered include living expenses during evacuation, swimming pools, and automobiles.

## DRAINAGE INFORMATION

The City of St. Petersburg examined two areas of related information on the area's drainage. Those two areas are:

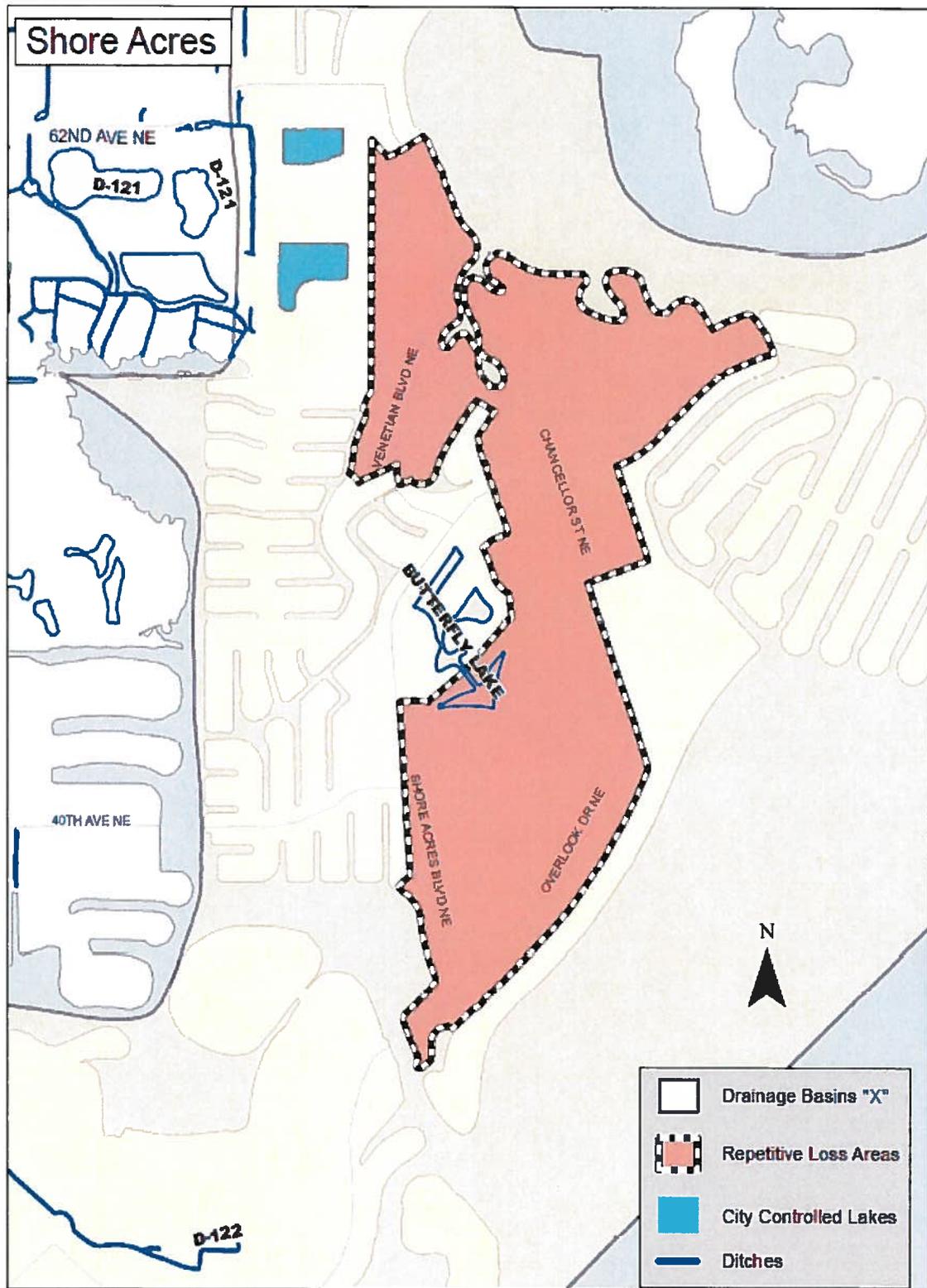
- A. Canals and Culverts
- B. Shore Acres Watershed

A. Canals and Culverts: The City of St. Petersburg relies on a number of canals and culverts to drain stormwater from the streets. The study area is directly south of Riviera Bayou which has a drainage area of roughly 416.48 square miles. There is Butterfly Lake and many canals that provide drainage to the area listed on the page 10 map.

Butterfly Lake and the canals are unable at this time to properly drain water during high tide events coupled with heavy rainfall. When it floods, this makes it difficult for residents in the study area to evacuate the area and to get to their residence. Additional flooding is caused from vehicles driving through the high water that then pushes the water into adjacent houses.

B. Shore Acres Watershed: This large watershed is over 416.48 square miles and drains in several areas to the bay. The drainage from the Shore Acres Watershed is not a major factor for flooding within this area. There are several drainage ditches, small lakes, and canals within the area that may absorb some of the watershed runoff, but not all. Additionally when these ditches, small lakes, and canals fill they could cause additional flooding throughout the area surrounding them.





## BUILDING INFORMATION

As discussed in Step 1: A neighborhood notification letter was mailed out to the residents, informing them that an analysis was going to be conducted with reference to flooding. Of the 1539 properties to which letters were sent, sixty-six were returned to the City as vacant or otherwise undeliverable.

The residents who commented on the letter offered insight into the flooding issues in the area:

- Fourteen people reported some kind of street flooding and that their residence was inaccessible.
- Most flooding occurred during heavy rains and high tides.
- Residents have conflicting reports, some say that the drainage projects in the area have helped, while others seem to think they have caused more problems and moved the flooding to different roads.
- Residents report clogging of storm drains by grass clippings, sod, and other tree debris.
- None of the residents have reported taking measures to mitigate the cause of flooding on their own.

The complete list of comments from homeowner's can be found in Appendix B of this report.

From January 20<sup>th</sup> till March 30<sup>th</sup> the City visited the study area and collected data on each property. The City collected information such as the type of structure, construction, condition, the number of stories, drainage patters, and a photo.

One thousand two-hundred and nine structures in the area are built on a slab (79%), thirty-seven are on a crawlspace (2.4%), one hundred on a stem-wall (6.5%), nine were split level (0.6%), thirty-two were on posts/piers (2%), one hundred and nineteen are walkout levels (8%), and the remaining twenty-four either being vacant or unable to observe base (1.5%).

The majority of structures, one thousand two hundred and fifty-one (81%) are single-story, with one thousand one hundred and sixty-three built from masonry or brick (76%). The rest are vinyl/wood and seven manufactured homes.

Based on the data collected the following bullets summarize the repetitive flooding problems in the area:

- All the structures fall in the more risky AE Zone.
- Flooding is caused by heavy rains, but aggravated by two problems:
  - High tides
  - Poor street drainage
- There have been some drainage improvements made to the area, but they have not stopped all flooding.

There are 1539 properties subject to flooding. Two hundred and forty-three of the insured properties have been flooded to the extent that they qualify as repetitive loss structures under the NFIP. In the study area, twenty-nine of which are severe repetitive loss properties. These twenty-nine repetitive loss properties have made one hundred and twenty-nine flood insurance claims for a total of \$2,968,922 since 1978.

## **STEP 4: MITIGATION MEASURES**

Knowing the flooding history, type, and condition of the buildings in the area, leads to the fourth step in the area analysis procedure – a review of alternative mitigation approaches to protect properties from, or reduce, future flood damage. Property owners should look at these alternatives but understand they are not all guaranteed to provide protection at different levels of flooding. Six approaches were reviewed:

- I. Acquisition
- II. Elevating the houses above the 1% annual flood level
- III. Dry floodproofing
- IV. Utility protection
- V. Drainage improvements
- VI. Maintaining flood insurance coverage on the building

### **I. ACQUISITION**

This measure involves buying one or more properties and clearing the site. If there is no building subject to flooding, there is no flood damage. Acquisitions are usually recommended where the flood hazard is so great or so frequent that it is not safe to leave the structure on the site.

An alternative to buying and clearing the whole subdivision is buying out individual, “worst case,” structures with FEMA funds.

A. Cost: This approach would involve purchasing and clearing the lowest or the most severe repeatedly flooded homes. If FEMA funds are to be used, three requirements will apply:

1. The applicant for FEMA must demonstrate that the benefits exceed the costs, using FEMA’s benefit/cost software.
2. The owner must be a willing seller.
3. The parcel must be deeded to a public agency that agrees to maintain the lot and keep it forever as open space.

B. Feasibility: Due to the high cost and difficulty to obtain a favorable benefit-cost ratio in shallow flooding areas, acquisitions are reserved for the worst case buildings. Not everyone wants to sell their home, so a checkerboard pattern of vacant and occupied lots often remains after a buyout project, leaving “holes” in the neighborhood. There is no reduction in expenses to maintain the neighborhood’s infrastructure for the City, although the tax base is reduced. The vacant lots must be maintained by the new owner agency, and additional expense is added to the community. If the lot is only minimally maintained, its presence may reduce the property values of the remaining houses. The City of ST. Petersburg is not considering acquisitions at this time for the above reasons.

## II. ELEVATION

Raising the structure above the flood level is generally viewed as the best flood protection measure, short of removing the building from the floodplain. All damageable portions of the building and its contents are high and dry during a flood, which flows under the building instead of into the house. Houses can be elevated on fill, posts/piles, or a crawlspace.

A house elevated on fill requires adding a specific type of dirt to a lot and building the house on top of the added dirt. It should be noted that St. Petersburg does not allow fill to be brought into the floodplain to elevate the house. Unless that fill is part of a stem-wall foundation.

A house elevated on posts/piles is either built or raised on a foundation of piers that are driven into the earth and rise high enough above the ground to elevate the house above the flow of flood water or the design flood elevation.

A house elevated on a crawlspace or enclosure is built or raised on a continuous wall-like foundation that elevates the house above the design flood level. It is important to include vents or openings in the walls below the design flood level that are appropriately sized: one square inch for each square foot of the crawlspace or enclosures footprint. Additionally all materials below the design flood level must be flood resistance and all machinery, equipment, and plumbing must be above the design flood level.

- A. Cost: A majority of the cost to elevate a building is in the preparation and foundation construction. The cost to elevate six feet is little more than the cost to go up two feet. Elevation is usually cost-effective for wood frame buildings on posts/piles or crawlspace because it is easiest for lifting equipment to be used under the floor and disruption to the habitable part of the house is minimal. Elevating a slab house is much more costly and disruptive. In St. Petersburg, 79% percent of the houses in the study area are on a slab. The actual cost of elevating a particular building depends on factors such as its condition, whether it is masonry or brick faced, and if additions have been added on over time. While the cost of elevating a home can be high, there are funding programs that can help. The usual arrangement is for a FEMA grant to pay 75% of the cost while the owner pays the other 25%. In the case of elevating a slab foundation, the homeowner's portion could be as high as \$25,000 or more. In some cases, assistance can be provided by Increased Cost of Compliance (ICC) funds, which is discussed on page 19 under Possible Funding Sources, or the use of state funds.
- B. Feasibility: Federal funding support for an elevation project requires a study that shows that the benefits of the project exceed the cost of the elevation. Project benefits include savings in insurance claims paid on the structure. Elevating a masonry or a slab home can cost up to \$100,000, which means that benefit/cost ratios may be low. Looking at each property individually could result in funding for the worst case properties, i.e., those that are the lowest below the base flood elevation, subject to the most frequent flooding, and in good enough condition to elevate.

### III. DRY FLOODPROOFING

This measure keeps floodwaters out of a building by modifying the structure. Walls are coated with waterproofing compounds or plastic sheeting. Openings (i.e. doors, windows, and vents) are closed either permanently, or temporarily with removable shields or sandbags.

Make the walls watertight. This is easiest to do for masonry or brick faced walls. The brick or stucco walls can be covered with a waterproof sealant and bricked or stuccoed over with a veneer to camouflage the sealant. Houses with wood, vinyl, or metal siding need to be wrapped with plastic sheeting to make walls watertight, and then covered with a veneer to camouflage and protect the plastic sheeting. Provide closures, such as removable shields or sandbags, for the openings; including doors, windows, dryer vents and weep holes. There must also be an account for sewer backup and other sources of water entering the building. For shallow flood levels, this can be done with a floor drain plug or standpipe; although a check valve system is more secure.

Dry floodproofing employs the building itself as part of the barrier to the passage of floodwaters, and therefore this technique is only recommended for buildings with slab foundations that are not cracked. The solid slab foundation prevents floodwaters from entering a building from below. Also, even if the building is in sound condition, tests by the Corps of Engineers have shown that dry floodproofing should not be used for depths greater than three feet over the floor, because water pressure on the structure can collapse the walls and/or buckle the floor.

Dry floodproofing is a mitigation technique that is appropriate for some houses in the Shore Acres study area: those with slab foundations that typically receive floodwater up to three feet in the house. From the fieldwork it was found that eighty-nine percent of the houses in the analysis area are on slab foundations, and according to the data sheet responses seventy-six percent of the respondents experienced three feet of flooding.

Not all parts of the building need to be floodproofed. It is difficult to floodproof a garage door, for example, so some owners let the garage flood and floodproof the walls between the garage and the rest of the house. Appliances, electrical outlets, and other damage-prone materials located in the garage should be elevated above the expected flood levels.

Dry floodproofing has the following shortcomings as a flood protection measure:

- It usually requires human intervention, i.e., someone must be home to close the openings.
- Its success depends on the building's condition, which may not be readily evident. It is very difficult to tell if there are cracks in the slab under the floor covering.
- Periodic maintenance is required to check for cracks in the walls and to ensure that the waterproofing compounds do not decompose.
- There is no government financial assistance programs available for dry floodproofing, therefore the entire cost of the project must be paid by the homeowner.
- The NFIP will typically not offer a lower insurance rate for dry floodproofed residences. However, this may be a viable option if homeowners want to protect their structure and contents.

- A. Cost: The cost for a floodproofing project can vary according to the building's construction and condition. It can range from \$5,000 to \$20,000, depending on how secure the owner wants to be from flooding. Owners can do some of the work by themselves, although an experienced contractor provides greater security. Each property owner can determine how much of their own labor they can contribute and whether the cost and appearance of a project is worth the protection from flooding that it may provide.
- B. Feasibility: As with floodwalls, floodproofing is appropriate where flood depths are shallow and are of relatively short duration. It can be an effective measure for some of the structures and flood conditions found in the study analysis area. It can also be more attractive than a floodwall around a house. However, floodproofing requires the homeowner to install or place door and window shields or sandbags and to ensure maintenance on a yearly basis. This may be difficult for the elderly or disabled. Finally ample warning of flooding must be available, so the homeowner can determine when to place the door or window shields and sandbags.

#### IV. UTILITY PROTECTION

This measure applies to several different utilities that can be adversely affected by floodwaters such as:

- Heating, Ventilation, and Air Conditioning (HVAC) systems
- Fuel meters and pipes
- Electrical service boxes, wiring and fixtures
- Sewage systems
- Drinking Water systems

Damage to utilities can prevent a residence that remains structurally sound after a flood from being reoccupied. Retrofitting utilities includes things as simple as raising them above the flood level and building small walls around furnaces and water heaters to protect from shallow flooding. According to the homeowner's data sheets, forty-one percent (41%) of respondents answered that they had moved utilities and/or contents to a higher level as a mitigation measure.

A. Cost: The cost for protecting utilities varies and is dependent upon the measure itself, condition of the system, structure, and foundation. A lot of the measures can be performed by the homeowners themselves, although it is always a good idea to consult a professional contractor and/or engineer (depending on the project). The costs can be lower when done as part of a repair or remodeling project. Residents interested in pursuing a retrofitting measure to protect their utilities should contact the City of St. Petersburg to determine whether a permit is required.

B. Feasibility: Given that the flooding experienced by the homeowners in the Shore Acres study area includes both shallow and deep flooding, utility protection is an acceptable mitigation measure. Interested homeowners should examine their flooding history and decide if utility protection is an appropriate measure for their building.

## V. DRAINAGE IMPROVEMENTS

The Engineering and Stormwater Department prepared a Master Drainage plan for the entire City of St. Petersburg. The Plan has a list of recommendations that were created after reviewing previous studies and reports. There are several different drainage improvements called for in the Plan.

<b>Date</b>	<b>Project Name/Description</b>
10/03/07	Shore Acres Water Quality & Flood Prevention Vaults
12/09/09	Shore Acres Stormwater Vaults Phase 2
12/09/09	Shore Acres Stormwater Vaults Phase 3
12/30/09	Shore Acres Stormwater Vaults Phase 4

These projects helped to reduce some of the flooding within the Shore Acres Repetitive Loss area. No other projects are currently proposed for this area.

## VI. MAINTAINING INSURANCE

Although insurance is not a mitigation measure that reduces property damage from a flood, a National Flood Insurance Program policy has the following advantages for the homeowner or renter:

1. A flood insurance policy covers surface flooding from the overflow of inland or tidal waters or from storm water runoff.
2. Flood insurance may be the only source of assistance to help owners of damaged property quickly pay for cleanup and repairs after a disaster. This ensures that people can get back into their homes faster than if they had to wait for disaster assistance funding, which often is in the form of a loan and may take months to pay.
3. Once in effect there is no need for human intervention. Coverage is available for the contents of a home as well as for the structure. Renters can buy contents coverage, even if the building owner does not buy coverage for the structure itself.

Cost: Flood insurance rates are based on several factors including what flood zone the building falls in and the age of the structure. All the homes in the study area fall in the AE zone. Homes constructed before December 31st, 1974 are “pre-FIRM” buildings, which means that they were built before the date of the first FIRM for the community, and are thus eligible for the “subsidized” flood insurance premium rates.

A building that is located in the AE flood zone and constructed or substantially improved after the date of the most current FIRM - such as one built or substantially improved – is required to be built above the base flood elevation and is therefore subject to rates based on the actual risk rather than a subsidized rate. Rates on pre-FIRM buildings are subsidized because the flood risk was unknown at the time of construction. If a pre-FIRM house in the SFHA is elevated to the design flood elevation, the owner will be able to take advantage of the much lower post-FIRM rates.

Communities that join the CRS complete floodplain management activities that are worth a certain amount of credit. The more credit earned, the better the class ranking of that community. The CRS has 10 classes; a Class ranking of 10 carries the lowest flood insurance premium reduction, whereas a Class 1 carries the maximum discount. The City of St Petersburg has a CRS Class of 6, which gives an effective discount of 20 percent to all flood insurance premiums for those within the SFHA. As of October 1, 2016, the City will be moving to a CRS Class 5 community with an effective premium discount of 25%.

## **STEP 5: FINDINGS & RECOMMENDATIONS**

### **A. Findings**

Properties in the Shore Acres study area are subject to flooding due to heavy rains, high tide, and drainage problems. When Sunlit-cove and the connecting canals are inundated by heavy rains, especially during high tides, it does not have the capacity to convey the water out of the area quickly enough. This is mainly due to backflow and that pipes are either under water or do not close due to barnacles. There is also concern over the drains being clogged from debris and unable to convey water from the street in a timely fashion.

### **B. Recommendations**

1. The City of St. Petersburg should continue to encourage everyone to pursue a mitigation measure. Assist interested property owners in applying for a mitigation grant. Address the issues with the street drainage in order to improve the drainage in the study area. Institute a maintenance program that encourages homeowners to frequently clear their ditches of debris to ensure open flow for stormwater. Seek out and secure funding for the drainage improvements outlined in this report. Improve the City's CRS classification and adopt this Repetitive Loss Area Analysis according to the process detailed in the CRS Coordinator's Manual.
2. For the residents of the study area, they should contact the City of St. Petersburg for more information about possible funding opportunities and site visits to determine remedial measures. Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation. Purchase and maintain a flood insurance policy on the home and its contents.

## **POSSIBLE FUNDING SOURCES**

There are several possible sources of funding for mitigation projects:

- A. FEMA grants: Most of the FEMA programs provide 75% of the cost of a project. In most Gulf communities, the 25% non-FEMA share is paid by the benefitting property owner. Each program has different Congressional authorization and slightly different rules.
  - 1. The Hazard Mitigation Grant Program (HMGP): The HMGP provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Projects must provide a long-term solution to a problem (e.g., elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood). Examples of eligible projects include acquisition and elevation, as well as local drainage projects.
  - 2. The Severe Repetitive Loss Program (SRL): The Severe Repetitive Loss (SRL) grant program funds mitigation projects for properties on the severe repetitive loss list. Eligible flood mitigation projects include: Acquisition and demolition or relocation of structures that are listed on FEMA's severe repetitive loss list and conversion of the property to open space Elevation of existing SRL structures to at least the Base Flood Elevation (BFE). There is a new SRL ICC Program that can be used to cover the non-FEMA share of the cost. That program is discussed further in bullet C below.
- B. The Flood Mitigation Assistance Program (FMA): FMA funds assist States and communities in implementing measures that reduce or eliminate the long-term risk of flood damage to structures insured under the NFIP. Project Grants to implement measures to reduce flood losses, such as elevation, acquisition, or relocation of NFIP-insured structures. States are encouraged to prioritize FMA funds for applications that include repetitive loss properties; these include structures with 2 or more losses each with a claim of at least \$1,000 within any ten-year period since 1978.
  - 1. Pre-Disaster Mitigation Program (PDM): The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. For more information visit <http://www.fema.gov/government/grant/pdm/index.shtm>.
- C. Flood insurance: There is a special funding provision in the National Flood Insurance Program (NFIP) for insured buildings that have been substantially damaged by a flood, "Increased Cost of Compliance." ICC coverage pays for the cost to comply with floodplain management regulations after a flood if the building has been declared substantially damaged. ICC will pay up to \$30,000 to help cover elevation, relocation, demolition, and (for nonresidential buildings) floodproofing. It can also be used to help pay the 25% owner's share of a FEMA funded mitigation project.

The building's flood insurance policy must have been in effect during the flood. This payment is in addition to the damage claim payment that would be made under the regular policy coverage, as long as the total claim does not exceed \$250,000. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator. For more information, contact your insurance agent or visit: [www.fema.gov/plan/prevent/floodplain/ICC.shtm](http://www.fema.gov/plan/prevent/floodplain/ICC.shtm).

Coverage under the ICC does have limitations: It covers only damage caused by a flood, as opposed to wind or fire damage. The building's flood insurance policy must have been in effect during the flood

ICC payments are limited to \$30,000 per structure. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator and the structure must be in an A zone.

The average claims payment in the study area is \$16,511.58. With an average claim of that amount, it is not likely that many homes in the study area would sustain substantial damage from a flood event. Homeowners should make themselves aware of the approximate value of their homes, and in the case of incurring flood damage, be aware of the need for a substantial damage declaration in order to receive the ICC coverage.

**Severe Repetitive Loss ICC Pilot Program:** While the conventional ICC only covers buildings that are located in the Special Flood Hazard Areas (SFHA), there is a new pilot program that is aiming to target buildings not in the SFHA. Focusing specifically on Severe Repetitive Loss (SRL) buildings, this pilot program will offer ICC benefits to those SRL properties that are located in X zones and will include those SRL buildings that have grandfathered X zone rates. Under this new pilot program, the ICC benefits could be used to cover the homeowner's 10% match in a SRL grant.

Alternative language adopted into the local floodplain management ordinance would enable residents with shallower flooding to access ICC funding. Since local ordinances determine the threshold at which substantial damage and/or repetitive claims are reached, adopting language that would lower these thresholds would benefit the homeowners of repetitive loss properties. Adopting alternative language allows for cumulative damages to reach the threshold for federal mitigation resources more quickly, meaning that some of the properties in St. Petersburg that sustain minor damage regularly would qualify for mitigation assistance through ICC.

- D. **Rebates:** A rebate is a grant in which the costs are shared by the homeowner and another source, such as the local government, usually given to a property owner after a project has been completed. Many communities favor it because the owner handles all the design details, contracting, and payment before the community makes a final commitment. The owner ensures that the project meets all of the program's criteria, has the project constructed, and then goes to the community for the rebate after the completed project passes inspection.

Rebates are more successful where the cost of the project is relatively small, e.g., under \$5,000, because the owner is more likely to be able to afford the bulk of the cost. The rebate acts more as an incentive, rather than as needed financial support.

- E. **Small Business Administration Mitigation Loans:** The Small Business Administration (SBA) offers mitigation loans to SBA disaster loan applicants who have not yet closed on their disaster loan. Applicants who have already closed must demonstrate that the delay in application was beyond their control.

For example mitigation loans made following a flood can only be used for a measure to protect against future flooding, not a tornado. If the measure existed prior to the declared disaster, an SBA mitigation loan will cover the replacement cost. If the measure did not exist prior to the declared disaster the mitigation loan will only cover the cost of the measure if it is deemed absolutely necessary for repairing the property by a professional third-party, such as an engineer.

## APPENDIX A: LETTER TO RESIDENTS



City of St. Petersburg  
Planning & Economic Development Department  
Construction Services & Permitting  
January 2016

### IMPORTANT FLOOD HAZARD INFORMATION

Dear Resident:

You have received this letter because your property is in an area that is subject to repetitive flooding. The City is concerned about repetitive flooding in our community and has an active program to help you protect yourself and your property from future flooding. Here are some things you can do:

1. Check with the Building Department.
  - Department staff can tell you about causes of repetitive flooding, what the City is doing about it, and what would be an appropriate flood protection level.
  - City staff can visit your property to discuss flood protection alternatives.
  - There are Federal grants available through the City for repetitively flooded structures.
  - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the building department before implementation.
2. Prepare for flooding by doing the following:
  - Know how to shut off the electricity and gas to your house before a flood comes.
  - Make a list of emergency numbers and identify a safe place to go.
  - Make a household inventory, especially of the lowest floor contents.
  - Develop a disaster response plan. See the Red Cross' website at [www.redcross.org](http://www.redcross.org) for information about preparing your home and family for a disaster.
  - Get a copy of *Repairing Your Flooded Home*. A copy is available for review at your public library and can be found on the Red Cross website.
3. Protect yourself from flooding.
  - Purchase a flood insurance policy.
  - Homeowner's insurance policies do not cover damage from rising water, however, you can purchase a separate flood insurance policy for coverage. You may qualify to receive a reduction in your flood insurance premium because your community participates in the National Flood Insurance Program's Community Rating System.
  - More flood protection information can be found at FEMA's website, [www.floodsmart.gov](http://www.floodsmart.gov).

What the City is doing for you:

The City has a flood hotline and website for all your flood related questions, call 727-893-SAVE (7283) or visit [www.stpete.org/flood](http://www.stpete.org/flood) for pertinent information regarding the City of St. Petersburg and flood insurance.

During the first quarter of 2016, City staff will be visiting your neighborhood in order to collect basic preliminary data, review the potential cause of repetitive flooding, and determine possible mitigation measures available. The findings of this report will be presented to the City Council during 2016 and published in the media.

Your input is greatly appreciated, please send flooding concerns to:  
noah.taylor@stpete.org or call 727-893-SAVE (7283)  
Be sure to include your address and contact information!

## **APPENDIX B: HOMEOWNER'S COMMENTS\***

- According to homeowner they are the first ones to flood and last to drain. Many neighbors are fed up with the flooding and are selling their homes after 25 plus years of living there.
- Homeowner claims that a house that was built some years ago has caused more flooding. Needs some kind of trench on the side of the house as per other homeowner.
- Reported by homeowner that there has been flooding near the carport "den" area, water pooling in street is further spread from people driving in the street and causing the water to splash against the house. Only time it floods is from big storms in gulf
- Homeowner reported ponding in some areas of front yard and left side of house there is a lot of water that ponds in that area near foundation.
- According to homeowner when there is a full moon or high tide the street will flood.
- Homeowner wanted to know why new improvements were not working in Shore Acres.

\*These comments were collected while in the field and from phone calls or emails.

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of December 1, 2016

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

**SUBJECT:** A resolution approving an Architect/Engineering Agreement with Brown and Caldwell for the SWWRF Capacity Upgrade Project ("Agreement") in an amount not to exceed \$2,299,777 and authorizing the Mayor or his designee to execute the Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. 16109-111)

**EXPLANATION:** Based on the findings of the report titled, Wet Weather Overflow Mitigation Program – Phase 1, completed by CH2M Hill in April 2016, the City decided that the most cost-effective method to mitigate potential wet weather overflows caused by future heavy storm events was to make capacity improvements to its water reclamation facilities, including the SWWRF.

On August 22, 2016, the Consultant Selection Committee selected the firm of Brown and Caldwell to furnish professional engineering services for the SWWRF Capacity Upgrade Project ("Project"). On November 10, 2016 City Council acknowledged the selection of Brown and Caldwell as the most qualified firm to provide professional services for the SWWRF Capacity Upgrades and authorized the Mayor or his designee to negotiate and Architect/Engineering Agreement for professional services with Brown and Caldwell, subject to City Council approval.

The Agreement with Brown and Caldwell, in an initial amount not to exceed \$2,299,777, includes a Scope of Services to increase peak flow treatment capacity improvements for the SWWRF from 40 MGD to 60-70 MGD.

Under the Agreement, Brown and Caldwell will provide preliminary design, final design, permitting and construction, support services to increase the treatment capacity of the SWWRF, including, but not limited to, improvements to the headworks, primary and secondary splitter boxes, existing clarifier modification, filter and backwash pump station, chlorine contact tank, effluent pump station for disposal of treated effluent, in-plant lift station, site and yard piping, and assistance on price negotiations and permitting. An allowance for additional services in the amount of \$100,000 is also included in the scope of services to cover necessary work not specifically identified in the Scope of Services. Construction of the SWWRF Capacity Upgrades Project improvements will be addressed by separate agreement, subject to approval by City Council.

The Scope of Services is designed to ensure overall improvements to the SWWRF are consistent with the City's infrastructure needs. The City plans to initiate a future system wide evaluation of the City's entire collection, treatment and disposal system ("Master Plan") for its long term needs. Additional modifications to the SWWRF may be identified in the Master Plan which could result in additions to or modification of the Scope of Services for this Project. Any such changes will be made in accordance with the terms of the Agreement.

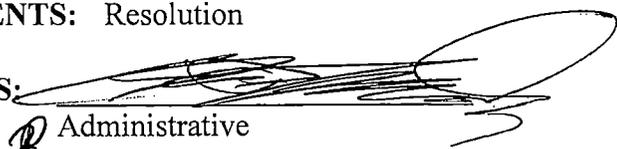
The Scope of Services being performed for the Project may result in changes to portions of the construction documents for the Biosolids Waste to Energy Project which will be reflected through field orders during the construction process currently being performed by the City's selected Construction Manager at Risk. All changes will be reflected in the as-built drawings and documents provided at the completion of the Biosolids Waste to Energy Project.

**RECOMMENDATION:** Administration recommends City Council approve an Architect/Engineering Agreement between the City of St. Petersburg and Brown and Caldwell for the SWWRF Capacity Upgrade Project, in an amount not to exceed \$2,299,777 and authorize the Mayor or his designee to execute the Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. 16109-111)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), Water Reclamation Facilities Improvements.

**ATTACHMENTS:** Resolution

**APPROVALS:**

  
Administrative

  
Budget

RESOLUTION NO. 2016-\_\_\_

A RESOLUTION APPROVING AN ARCHITECT/ENGINEERING AGREEMENT WITH BROWN AND CALDWELL FOR THE SWWRF CAPACITY UPGRADE PROJECT ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED \$2,299,777; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 16109-111)

WHEREAS, based on the findings of the report titled, Wet Weather Overflow Mitigation Program – Phase 1, completed by CH2M Hill in April 2016; the City decided that the most cost-effective method to mitigate potential wet weather overflows caused by future heavy storm events was to make capacity improvements to its water reclamation facilities, including the SWWRF; and

WHEREAS, on August 22, 2016, the Consultant Selection Committee selected the firm of Brown and Caldwell to furnish professional engineering services for the SWWRF Capacity Upgrade Project ("Project"); and

WHEREAS, on November 10, 2016 City Council acknowledged the selection of Brown and Caldwell as the most qualified firm to provide professional services for the SWWRF Capacity Upgrades and authorized the Mayor or his designee to negotiate an Architect/Engineering Agreement for professional services with Brown and Caldwell, subject to City Council approval; and

WHEREAS, under this Agreement, Brown and Caldwell will provide preliminary design, final design, permitting and construction, and support services to increase the treatment capacity of the SWWRF; and

WHEREAS, Administration recommends that City Council approve an Architect/Engineering Agreement between the City of St. Petersburg and Brown and Caldwell for the SWWRF Capacity Upgrade Project, in an amount not to exceed \$2,299,777 and authorize the Mayor or his designee to execute the Agreement and all other documents necessary to effectuate this transaction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an Architect/Engineering agreement with Brown and Caldwell for the SWWRF Capacity Upgrade Project ("Agreement") in an amount not to exceed \$2,299,777 is hereby approved and the Mayor or his designee is authorized to execute the Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. 16109-111)

This resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department  
By: (City Attorney or Designee)

Approved by:

  
\_\_\_\_\_  
Brjesh Prayman, P.E.  
Interim Engineering Director

St. Petersburg City Council  
Consent Agenda  
Meeting of December 1, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a one year agreement in the amount of \$505,086.48 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City and the School Board of Pinellas County, Florida (“School Board”) have entered into a one year agreement (“Agreement”), subject to City Council approval, which will place nine (9) St. Petersburg Police Department (“Department”) school resource officers into four high schools and five middle schools during the 2016 -2017 school year. A school resource officer will be located at Gibbs High, Lakewood High, Northeast High, St. Petersburg High, Azalea Middle, Bay Point Middle, John Hopkins Middle, Meadowlawn Middle, and Tyrone Middle Schools.

The Agreement provides that the School Board will pay the City the sum of \$56,120.72 per school resource officer during the period of July 1, 2016 through June 30, 2017 for a total amount of \$505,086.48 during the period of July 1, 2016 through June 30, 2017. The School Board will continue to pay the City of St. Petersburg the sum of \$42,090.54 per month beyond the original twelve (12) month term (provided notice of an intent to continue is sent as set forth in the Agreement), but only until a replacement agreement is approved and at which time the new monthly payment would apply and the difference, if any, would be made up retroactively to the end of the original term (July 1, 2017).

Security services provided by the St. Petersburg Police Department at school functions occurring after regular school hours shall be paid in accordance with the St. Petersburg Police Department’s salary policy and procedures. The Agreement is in effect from July 1, 2016 through June 30, 2017.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a one year agreement in the amount of \$505,086.48, between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING INFORMATION: Funding for the school resource officers has been appropriated in the General Fund (0001), Police Department (140).

Approvals:

Administration: \_\_\_\_\_ Budget: \_\_\_\_\_

Resolution No. 2016-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A ONE YEAR AGREEMENT IN THE AMOUNT OF \$505,086.48 BETWEEN THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA AND THE CITY OF ST. PETERSBURG FOR THE CONTINUATION OF THE SCHOOL RESOURCE OFFICER PROGRAM IN THE PUBLIC SCHOOL SYSTEM OF PINELLAS COUNTY; TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the School Board of Pinellas County, Florida (“School Board”) have entered into a one year agreement (“Agreement”), subject to City Council approval, that will place nine St. Petersburg Police Department (“Department”) school resource officers into four high schools and five middle schools; and

WHEREAS, the Agreement provides that the School Board will pay the City the sum of \$56,120.72 per school resource officer during the period of July 1, 2016 through June 30, 2017 for a total amount of \$505,086.48; and

WHEREAS, the School Board will continue to pay the City \$42,090.54 per month beyond the original twelve (12) month term (provided notice of an intent to continue is sent as set forth in the Agreement), but only until a replacement agreement is approved and at which time the new monthly payment would apply and the difference, if any, would be made up retroactively to the end of the original term (July 1, 2017); and

WHEREAS, a school resource officers will be located at Gibbs High, Lakewood High, Northeast High, St. Petersburg High, Azalea Middle, Bay Point Middle, John Hopkins Middle, Meadowlawn Middle, and Tyrone Middle Schools; and

WHEREAS, security services provided by the Department at school functions occurring after regular school hours shall be paid in accordance with the Department’s salary policy and procedures; and

WHEREAS, funding for the school resource officers has been appropriated in the General Fund (0001), Police Department(140); and

WHEREAS, the Agreement is in effect from July 1, 2016 through June 30, 2017.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a one year agreement in the amount of \$505,086.48 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County and to execute all other documents necessary to effectuate this transaction.

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: \_\_\_\_\_ Administration: \_\_\_\_\_

**SAINT PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of December 1, 2016**

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

**Subject: Renewing an annual service agreement with Intergraph Corporation for records management software applications for the Police Department at a total cost of \$273,026.72.**

**Explanation:** The City received a proposal to renew an annual service agreement for the Intergraph database, including dispatch (I/CAD), mobile (I/Mobile), records management (I/Leads), tracker (I/Tracker), reports (I/Mars), mobile dispatch inquiry (I/Netviewer), and all interfaces. The vendor provides 24 hours a day, seven days a week support, technology upgrades, program fixes and issue escalation management for all Intergraph products.

The city utilizes Intergraph software to provide services for police dispatch and records management systems. Because Intergraph, Inc. is the only provider of support for this proprietary software, a sole source procurement is recommended.

The Procurement Department, in cooperation with the Police Department, recommends:

Intergraph Corporation.....\$273,026.72

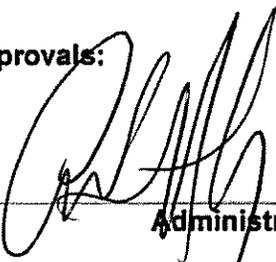
This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the City Code, which authorizes City Council to approve the purchase of a supply or service over \$50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

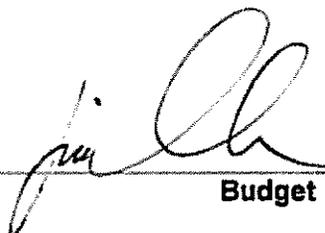
The service agreement will be effective from January 1, 2017 through December 31, 2017

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Police Department, Information & Technology Services (1401401).

**Attachments:** Intergraph Proposal (4 pages)  
Sole Source  
Resolution

**Approvals:**

  
\_\_\_\_\_  
**Administrative**

  
\_\_\_\_\_  
**Budget**

# MAINTENANCE QUOTATION SUMMARY

Agreement: 1-QHK444

Performance Period: 01/01/2017 through 12/31/2017  
 Payment Type: Prepaid Annually  
 Currency: USD



Bill To:

St Petersburg FL City Of  
 ATTN: Accounts Payable  
 Finance Department  
 PO BOX 1257  
 Saint Petersburg, FL 33731  
 USA

Ship To:

St Petersburg FL City Of  
 ATTN: Mary A. Watkins  
 Police, City of St. Petersburg  
 1300 1st Avenue North  
 Saint Petersburg, FL 33705  
 USA

Quotation Summary:

SW Maint  
 Services

\$272,526.72

\$500.00

**Total Services Cost\***

**\$273,026.72**

\* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

**THIS IS NOT AN INVOICE**

Offered by: Intergraph Corporation

Accepted by:

Signature: *Renecer Davis*

Signature:

Name: Renecer Davis

Name:

Date: 10/04/2016

Title:

Email: renecer.davis@hexagon.com

Date:

Telephone: 256-730-1321

Email:

Fax: 256-730-5641

Telephone:

Fax:

Fax:

Please mark one of the following options when submitting your acceptance:

A Purchase Order will not be issued. Customer signature above constitutes notice to proceed with this agreement.

A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.



# MAINTENANCE QUOTATION DETAIL

**St Petersburg FL City Of**

Account Nbr: MDC-2518

Quote: 1-QHK444 - St Petersburg FL City Of

PO#: TBD

Performance Period: 01/01/2017 through 12/31/2017

Currency: USD

Bill To:

St Petersburg FL City Of  
 ATTN: Accounts Payable  
 Finance Department  
 PO BOX 1257  
 Saint Petersburg, FL 33731  
 USA

Ship To:

St Petersburg FL City Of  
 ATTN: Mary A. Watkins  
 Police, City of St. Petersburg  
 1300 1st Avenue North  
 Saint Petersburg, FL 33705  
 USA

Site Number: 00121018

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	IPSO002	/Dispatcher CC	1-216336719	01/01/2017	12/31/2017	Premium	12	7	\$276.86	\$23,256.24
2	IPSO002	/Dispatcher CC	1-216336841	01/01/2017	12/31/2017	Premium	12	14	\$65.95	\$11,079.60
3	IPSO002TST	/Dispatcher CC - Test License	1-216364684	01/01/2017	12/31/2017	Premium	12	9	\$0.00	\$0.00
4	IPSO004	CJIS I/F Inc Informer	1-216371976	01/01/2017	12/31/2017	Premium	12	1	\$351.78	\$4,221.36
5	IPSO004	FCIC/NCIC I/F Inc Informe	1-216371994	01/01/2017	12/31/2017	Premium	12	1	\$351.78	\$4,221.36
6	IPSO004	Mug-Shot System I/F	1-216372012	01/01/2017	12/31/2017	Premium	12	1	\$703.56	\$8,442.72
8	IPSO004A	/Leads History Enabled F	1-216372030	01/01/2017	12/31/2017	Premium	12	1	\$263.84	\$3,166.08
9	IPSO004A	Pin Map /Leads Customiza	1-216372051	01/01/2017	12/31/2017	Premium	12	1	\$87.96	\$1,055.52
10	IPSO008	/Push To Talk NL	1-216372337	01/01/2017	12/31/2017	Premium	12	1	\$218.44	\$2,621.28
11	IPSO009	/Mobile Data Terminal NL	1-216372308	01/01/2017	12/31/2017	Premium	12	1	\$911.27	\$10,935.24
12	IPSO015	/Tracker NL	1-216372404	01/01/2017	12/31/2017	Premium	12	1	\$542.75	\$6,513.00
13	IPSO018	/Telephone Device for Deaf - Zetron NL	1-216372396	01/01/2017	12/31/2017	Premium	12	1	\$208.05	\$2,496.60
14	IPSO019	/LEADS-Server NL	1-216367391	01/01/2017	12/31/2017	Premium	12	1	\$455.63	\$5,467.56
15	IPSO020	/LEADS-Records Management System CC - Desktop Client	1-220074077	01/01/2017	12/31/2017	Premium	12	250	\$26.39	\$79,170.00
17	IPSO030	/LEADS-CAD Link NL	1-216364965	01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
20	IPSO033	/Question and Answer CC	1-216371871	01/01/2017	12/31/2017	Premium	12	1	\$506.05	\$6,072.60
21	IPSO035	/Backup NL	1-216336657	01/01/2017	12/31/2017	Premium	12	1	\$542.75	\$6,513.00
22	IPSO035TST	/Backup NL - Test License	1-216336673	01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
23	IPSO038STE	/Mobile CC - Site License	1-216372290	01/01/2017	12/31/2017	Premium	12	1	\$879.44	\$10,553.28
24	IPSO042E	/NetViewer - site license	1-216371930	01/01/2017	12/31/2017	Premium	12	1	\$2,638.32	\$31,659.84
25	IPSO045	/NetDispatcher CC - 5 users	1-216371843	01/01/2017	12/31/2017	Premium	12	1	\$542.75	\$6,513.00
26	IPST163C	/Map Editor CC - Comp	16W0URZ00121018	01/01/2017	12/31/2017	Premium	12	1	\$96.76	\$1,161.12
28	IPSCUSTOM11	Mugshot System Interface	1-304648581	01/01/2017	12/31/2017	Premium	12	1	\$234.53	\$2,814.36
30	IPSCUSTOM12	/LEADS History-Enabled Fields	1-304648587	01/01/2017	12/31/2017	Premium	12	1	\$234.53	\$2,814.36
32	IPSCUSTOM14	/LEADS State Accident Report	1-290200191	01/01/2017	12/31/2017	Premium	12	1	\$425.44	\$5,105.28
34	IPSCUSTOMSVC	/Leads Tow/Impound Rpt	1-263380862	01/01/2017	12/31/2017	Premium	12	1	\$131.36	\$1,576.32
36	IPSCUSTOMSVC	/Leads - UCR	1-263494687	01/01/2017	12/31/2017	Premium	12	1	\$175.85	\$2,110.20



# MAINTENANCE QUOTATION DETAIL

St Petersburg FL City Of

Account Nbr: MDC-2518

Quote: 1-QHK444 - St Petersburg FL City Of

PO#: TBD

Performance Period: 01/01/2017 through 12/31/2017

Currency: USD

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
37	IPS0001HAC	I/Executive for High Availability NL - Component	MME-1-83HJZV	01/01/2017	12/31/2017	Premium	12	1	\$1,485.07	\$17,820.84
38	GSPX5007	GeoMedia Professional CC	1DOF0BY00121018W5 EG+	01/01/2017	12/31/2017	Premium	12	1	\$229.32	\$2,751.84
40	IPS0001HATST	I/Executive for High Availability NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
41	IPS00035TST	I/Backup NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
42	IPS00045TST	I/NetDispatcher CC - 5 users - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
43	IPS0001HABCK	I/Executive for High Availability NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
44	IPS00035BCK	I/Backup NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
45	IPS00045BCK	I/NetDispatcher - 5 users - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
46	IPS00004TST	I/Informer NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
47	IPS00004BCK	I/Informer NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
48	IPS00008TST	I/Push To Talk NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
49	IPS00009TST	I/Mobile Data Terminal NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
50	IPS00015TST	I/Tracker NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
51	IPS00018TST	I/Telephone Device for Deaf - Zetron NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
52	IPS00033TST	I/Question and Answer CC - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
53	IPS00030TST	I/LEADS-CAD Link NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
54	IPS0008BCK	I/Push To Talk NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
55	IPS00009BCK	I/Mobile Data Terminal NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
56	IPS00015BCK	I/Tracker NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
57	IPS00018BCK	I/Telephone Device for Deaf - Zetron NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
58	IPS00033BCK	I/Question and Answer CC - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
59	IPS00030BCK	I/LEADS-CAD Link - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
60	IPS00019TST	I/LEADS-Server NL - Test License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
61	IPS00019BCK	I/LEADS-Server NL - Backup License		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
62	IPS00002TST	I/Dispatcher CC - Test License		01/01/2017	12/31/2017	Premium	12	12	\$0.00	\$0.00
63	IPS00002BCK	I/Dispatcher NL - Backup License		01/01/2017	12/31/2017	Premium	12	21	\$0.00	\$0.00
64	IPS00020BCK	I/LEADS-Records Management Sys - Desktop Client - Backup Lic		01/01/2017	12/31/2017	Premium	12	250	\$0.00	\$0.00
65	IPS00020TST	I/LEADS-Records Management Sys CC - Desktop Client - Test Li		01/01/2017	12/31/2017	Premium	12	10	\$0.00	\$0.00
69	IPS3042	EdgeFrontier Runtime Engine	1-DOF0BY00121018-1-	01/01/2017	12/31/2017	Premium	12	1	\$441.00	\$5,292.00

# MAINTENANCE QUOTATION DETAIL



**St Petersburg FL City Of**

Account Nbr: MDC-2518

Quote: 1-QHK444 - St Petersburg FL City Of

PO#: TBD

Performance Period: 01/01/2017 through 12/31/2017

Currency: USD

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
70	IPS3042DEV	EdgeFrontier Developer Engine	EK71Z2-6.4 1-DOF0BY00121018-1- EK725T-6.4	01/01/2017	12/31/2017	Premium	12	1	\$330.75	\$3,969.00
72	IPSCUSTOM03	I/PTT Interface to MCC 7500		01/01/2017	12/31/2017	Premium	12	1	\$262.76	\$3,153.12
74	IPSCUSTOM99	I/LEADS COPLink Interface (IPS0070A)		01/01/2017	12/31/2017	Premium	12	1	\$0.00	\$0.00
<b>Subtotal for Site Number 00121018</b>										<b>\$272,526.72</b>
<b>Site Number:</b>										
Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
73	ESCROW	Annual Software Escrow Fee		01/01/2017	01/31/2017	Premium	1	1	\$500.00	\$500.00
<b>Subtotal for Site Number Billing</b>										<b>\$500.00</b>
<b>Grand Total Excluding Tax</b>										<b>\$273,026.72</b>

City of St. Petersburg  
**Sole Source Request**  
Procurement & Supply Management

Department: Police Requisition No. 5360833  
Check One:  Sole Source  Proprietary Specifications  
Proposed Vendor: Intergraph Corporation  
Estimated Total Cost: \$ 273,026.72

Description of Items (or Services) to be purchased:

Annual maintenance agreement for I/CAD and I/LEADS suite of applications and interfaces.

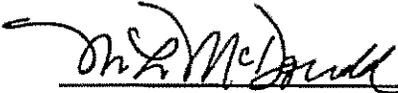
Purpose of Function of items:

Yearly support and maintenance agreement with the current CAD/RMS vendor for the Police Department.

Justification for Sole Source of Proprietary specification:

Intergraph is the sole provider for support services for the suite of applications used at the Police Department. These applications include dispatch (I/CAD), mobile (I/Mobile), records management (I/Leads), tracker (I/Tracker), mobile dispatch inquiry (I/Netviewer), and all interfaces currently being utilized.

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

  
\_\_\_\_\_

Department Director

10/18/16  
\_\_\_\_\_

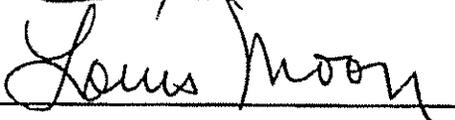
Date

  
\_\_\_\_\_

Administrator/Chief

10/18/16  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Louis Moore, Director  
Procurement & Supply Management

10/18/16  
\_\_\_\_\_

Date

A RESOLUTION DECLARING INTERGRAPH CORPORATION TO BE A SOLE SOURCE SUPPLIER TO PROVIDE AN ANNUAL SERVICE AGREEMENT FOR RECORDS MANAGEMENT SOFTWARE APPLICATIONS FOR THE POLICE DEPARTMENT; APPROVING AN ANNUAL SERVICE AGREEMENT WITH INTERGRAPH CORPORATION FOR RECORDS MANAGEMENT SOFTWARE APPLICATIONS AT A TOTAL COST NOT TO EXCEED \$273,026.72; 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 renew an annual service agreement to provide services for police dispatch and records management system for the Police Department; and

WHEREAS, Intergraph Corporation ("Intergraph") is the sole provider of the Intergraph database utilized by the Police Department including 24/7 support, technology upgrades, program fixes and issue escalation management for all Intergraph products; and

WHEREAS, this purchase is being made in accordance with Section 2-249 of the City Code which authorizes City Council to approve the purchase of a supply or service over \$50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement Department, in cooperation with the Police Department, recommends renewing an annual service agreement with Intergraph; and

WHEREAS, the Mayor or Mayor's designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Intergraph Corporation is a sole source supplier; and

BE IT FURTHER RESOLVED that the award of an annual service agreement with Intergraph Corporation for the Police Department; approving an annual service agreement with Intergraph Corporation for records management software applications at a total cost not to exceed \$273,026.72 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



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City Attorney (designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 1, 2016

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

**Subject:** Awarding a contract to Ajax Paving Industries of Florida, LLC in the amount of \$147,500 for the removal of two asphalt milling piles from Maximo Park (Oracle Project No. 15623).

**Explanation:** The Purchasing Department received three bids to remove and properly dispose of two asphalt millings piles from Maximo Park. The vendor will provide all labor, equipment and material necessary to remove approximately 40,000 tons of milled asphalt from the site and grade the area level with the existing grade. The contract does not include the removal of adjacent rubble piles, for which future funding will be identified in order to remove and properly dispose of such piles.

Maximo Park is located at 6600 34<sup>th</sup> Street South and consists of over 40 acres bordered by Boca Ciega Bay to the west, Frenchman's Creek to the north, O'Neill's Marina to the south, and the southbound Skyway Bridge approach on the east. It is located in the Skyway Marina District. The area from which the piles will be removed is subleased by the City from the State of Florida Department of Transportation pursuant to that Sublease Agreement dated July 22, 2014.

The contractor will begin work approximately ten days from written notice to proceed and is scheduled to complete work within 55 consecutive calendar days thereafter.

Bids were opened on September 8, 2016, and are tabulated as follows:

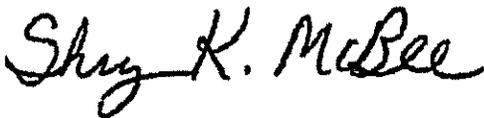
<u>Bidder</u>	<u>Base Bid</u>
Ajax Paving Industries of Florida, LLC (Venice, FL)	\$147,500
Tampa Contracting Services, Inc. (Palmetto, FL)	\$395,080
Gator Grading & Paving, LLC (Palmetto, FL)	\$1,043,900

Ajax Paving Industries of Florida, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6227 dated September 20, 2016. Ajax routinely handles millings to produce hot mix asphalt and has satisfactorily performed similar work for MacDill Air Force Base and the Florida Department of Transportation. The principals of the firm are James A. Jacob, Manager and Michael Alan Horan, Manager.

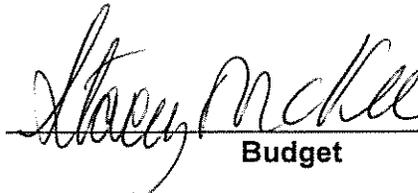
**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Weeki Wachee Capital Projects Fund (3041), FY16 Maximo Park Project (15623).

**Attachments:** Resolution

Approvals:



By:  Administrative



Budget

John H. ...

...

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO AJAX PAVING INDUSTRIES OF FLORIDA LLC AT A TOTAL COST NOT TO EXCEED \$147,500 FOR THE REMOVAL OF TWO ASPHALT MILLING PILES FROM MAXIMO PARK; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 8, 2016, the Procurement Department received three bids for IFB No. 6227 for the removal of approximately 40,000 tons of asphalt milling at Maximo Park and level the area with existing grade; and

WHEREAS, Ajax Paving Industries of Florida LLC ("Ajax") has met the requirements for IFB No. 6227; and

WHEREAS, the Procurement & Supply Management Department recommends approval of the award to Ajax.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to Ajax Paving Industries of Florida LLC at a total cost not to exceed \$147,500 for the removal of two asphalt milling piles from Maximo Park is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:



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City Attorney (designee)

**SAINT PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 1, 2016**

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

**Subject:** Renewing an annual software support agreement with InSource Software Solutions, Inc., a sole source supplier, for the Water Resources Department, at a total amount of \$70,003.98.

**Explanation:** The City received a proposal to renew an annual agreement for the maintenance of Wonderware software licenses and ACP ThinManager. The vendor provides installation, testing, documentation and technical support for patches fixes and upgrades.

The Wonderware software is used for supervisory control and data acquisition for the water reclamation and water treatment processes. ACP Thinmanager provides an enterprise platform maintenance plan for the Water Resources enterprise server. The Wonderware and ThinManager application and server allows the Water Resources staff to monitor and control the water processing plant's efficiency and log data as required by the Florida Department of Environmental Protection. They also generate monthly regulatory reports.

InSource Software Solutions, Inc. is the only supplier authorized to distribute Wonderware and ACP ThinManager software and support, therefore a sole source procurement is recommended.

The Procurement Department along with the Water Resources Department recommends for renewal:

InSource Software Solutions, Inc. ....\$70,003.98

Wonderware Software Maintenance	\$63,124.38
ACP Thinmanager Server Maintenance	\$6,879.60

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement Code, which authorizes City Council to approve the purchase of a supply or service greater than \$50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Treatment and Distribution Administration (4202073); Water Reclamation Administration (4202165); Northeast Water Reclamation Facility (4202173); Northwest Water Reclamation Facility (4202177); Southwest Water Reclamation Facility (4202181); Technical Support (4202049); Lift Station Maintenance (4202205).

**Attachments:** Sole Source  
Resolution

**Approvals:**



Administrative



Budget

City of St. Petersburg  
**Sole Source Request**  
Procurement & Supply Management

Department: Water Resources Requisition No. 5319732  
Check One:  Sole Source  Proprietary Specifications  
Proposed Vendor: InSource Solutions  
Estimated Total Cost: \$50,731.50

Description of Items (or Services) to be purchased:

Wonderware SCADA Software Maintenance Renewal (Annual)

Purpose of Function of items:

Supervisory Control and Data Acquisition software for Water Reclamation and Water treatment processes

Justification for Sole Source of Proprietary specification:

InSource Solutions is the only vendor assigned by Wonderware to provide these services to our geographic location. Letter attached.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

Steve Lantz  
Department Director

02/24/15  
Date

Wayne Jackson  
Administrator/Chief

2-25-15  
Date

Louis Moore  
Louis Moore, Director  
Procurement & Supply Management

2/26/15  
Date

A RESOLUTION DECLARING INSOURCE SOFTWARE SOLUTIONS, INC. TO BE A SOLE SOURCE SUPPLIER TO PROVIDE ANNUAL SOFTWARE SUPPORT FOR WONDERWARE SOFTWARE LICENCES AND ACP THINMANAGER; ACCEPTING THE PROPOSAL AND APPROVING AN ANNUAL SERVICE AGREEMENT WITH INSOURCE SOFTWARE SOLUTIONS, INC. FOR SOFTWARE SUPPORT FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$70,003.98; 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 renew an annual service agreement for the maintenance of Wonderware software licenses, which provides staff the ability to monitor and control the water processing plant's efficiency as required by the Florida Department of Environmental Protection and ACP ThinManager which provides a maintenance plan for the Water Resources enterprise server; and

WHEREAS, InSource Software Solutions, Inc. ("InSource") is the sole provider of maintenance and support for the Wonderware software licenses and ACP ThinManager utilized by the Water Resources Department; and

WHEREAS, this purchase is being made in accordance with Section 2-249 of the City Code which authorizes City Council to approve the purchase of a supply or service over \$50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement Department, in cooperation with the Water Resources Department, recommends approval of the award with InSource; and

WHEREAS, the Mayor or Mayor's designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that InSource Software Solutions, Inc. is a sole source supplier; and

BE IT FURTHER RESOLVED that the proposal is accepted and the award of an annual service agreement with Insource Software Solutions, Inc. for software support for the Water Resources Department at a total cost not to exceed \$70,003.98 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

  
\_\_\_\_\_  
City Attorney (designee)

SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 1, 2016

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

**Subject:** Approving the purchase of storage area network (SAN) equipment, including three-year software and hardware support, from Corus Group, LLC. at a total cost of \$109,720.

**Explanation:** The current Storage Area Network (SAN) equipment supporting the Virtual Desktop environment has reached its estimated life expectancy of seven years. Over the past four months the Department of Technology Services researched new Solid State Drive (SSD) Storage technologies to identify which would be a viable and cost effective replacement for the current system. SSD Storage is the new dominant SAN platform that provides significantly better performance, data compression and de-duplication, scalability and reduced power consumption. The Pure FlashArray SAN equipment was selected for a 30 Day Pilot Test based on the research and industry recognition as a leader in the technology. Pilot test results showed significant increase in performance, data compression and scalability.

The Procurement Department in cooperation with the Technology Services Department recommends for award:

Corus Group, LLC. ....\$109,720

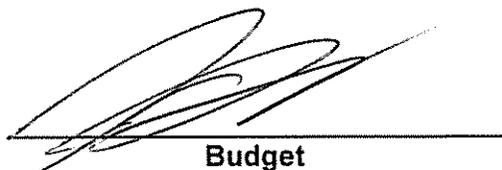
This purchase is made in accordance with section 2-239(w) of the Procurement Code, which authorizes City Council to approve the purchase of computer hardware and software that has been successfully pilot tested by the Chief Information Officer (CIO) and includes documented methodology and results of the testing.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Technology and Infrastructure Fund (5019), Department of Technology Services Network Support (850-2565).

**Attachments:** Testing Documentation (2 pages)  
Resolution

Approvals:

  
Administrative

  
Budget

## Pure Storage Pilot Testing

### Use Case:

The City of St. Petersburg Department of Technology Services is testing the Pure Storage FlashArray //m20-20TB as a possible replacement for the end of support Xio tech ISE-1 unit currently used for our Virtual Desktop Infrastructure (VDI) environment.

### Test Plan:

Pure will install and configure the FlashArray //m20-20TB at our Water Resources Data Center and assist with moving the initial Datastore from our legacy ISE-1 unit to the Pure FlashArray. A cross-section of Full Clone & Link Clone virtual desktops computers will be moved onto the Pure FlashArray system for performance testing over a 30 day period. (10/6/6 through 11/4/16)

### Criteria for Success:

Desktop and Server Support teams will perform specific tests evaluate performance including, but not limited to the following:

1. Crystal Disk Mark Performance Tool will be used to measure the performance of sequential and random Reads and Writes for the current Xio ISE-1 SAN unit and Pure FlashArray using a common 3.8 GB file transfer test on the Xio ISE-1 and Pure FlashArray systems and will document transfer speed results.
2. M20 FlashArray will be loaded with > 1000 Production VMs with minimal technical problems.
3. VM boot up speed tests will conducted and boot times recorded for both storage solutions.
4. Application launch times of select Applications will be measured and documented.
5. Data Deduplication (reduction) rate verified at 7.9:1 or greater.
6. Snapshot any volume or group of volumes in the array with no performance impact.
7. Simulated Drive Failure Test will be performed during production hours and impact will be assessed.
8. Redundant Controller Board Failover Test will be performed during production hours and impact will be assessed.
9. System Performance Reports will be collected and analyzed
10. User Performance Improvements Identified.

### Results:

1. Crystal Disk Mark Performance using a common 3.8 GB file transfer test: Results showed significant performance increases during sequential reads, writes and file transfers compared to the ISE-1 unit. Average improvements showed 2 to 3 times the performance score.
2. M20 FlashArray will be loaded with > 1000 Production VMs with minimal technical problems. Results: Teams moved a combination of 1414 Full and Link clones with no issues during migration.
3. VM boot up speed tests. Results: Boot storm of 719 VMs completed in 1 hour and 1 minute compared to > 4 Hours on ISE units. Individual VM reboot speeds improved significantly on the Pure FlashArray system. Average boot up time for individual VMs dropped from 58 seconds to 26 seconds.

4. Application launch times of select Applications. Results: Visio, PowerPoint, Word, Excel, KeePass launched faster on average (dropped from 3-4 seconds to 1-2 seconds).
5. Data Deduplication (reduction) verified at 7.9:1 or greater. Result: Rate verified at greater than 10:1
6. Snapshot any volume or group of volumes in the array with no performance impact. Results: 5 Snapshots created and deleted on 5 different Volumes with no noticeable impact to Latency. The IOPs briefly increased from 5.5k to 13k during the creation and deletion of the snapshots, which was expected.
7. Simulated Drive Failure Test. Results: Drive pulled at 12:50 PM during production time with no noticeable impacts to performance or user experience.
8. Redundant Controller Board Failover Test. Results: Controller Board pulled at 1 PM during production time with no noticeable impacts to performance or user experience.
9. System Performance Reports. Results: Reports showed exceptional performance for IOPS, Latency, Bandwidth Usage and CPU Utilization. (Performance Graphs will be included.)
10. User Performance Improvements Identified. Results:
  - An existing long-term intermittent VM blackout issue has stopped occurring and video displays no longer blink intermittently.
  - Windows key + E shortcut to open Windows Explorer went from 1-2 seconds to instantaneous.
  - Clicking a shortcut to open the Temp Directory (C:\CSP\Temp) went from 1-2 seconds less than ½ second.
  - Switching between Applications is quicker.
  - VM restart times significantly faster.

A RESOLUTION APPROVING THE PURCHASE OF STORAGE AREA NETWORK (SAN) EQUIPMENT INCLUDING THREE YEARS OF SOFTWARE AND HARDWARE SUPPORT FROM CORUS GROUP, LLC AT A TOTAL COST NOT TO EXCEED \$109,720 FOR THE DEPARTMENT OF TECHNOLOGY SERVICES, IN ACCORDANCE WITH CITY CODE 2-239(w), FOR COMPUTER HARDWARE AND SOFTWARE PURCHASES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace the current Storage Area Network (SAN) equipment supporting the Virtual Desktop environment which has reached the end of its economic life of seven (7) years; and

WHEREAS, the City wishes to purchase a new Solid State Drive (SSD) Storage technology and identify a cost effective replacement for the current system; and

WHEREAS, the results of a pilot test based on SAN equipment from Corus Group, LLC showed a significant increase in performance, data compression and scalability and the product is also recognized as a leader in the technology industry; and

WHEREAS, pursuant to Section 2-239(w) of the Procurement Code, the City is exempt from competitive bidding computer hardware and software under \$250,000 after it has been successfully pilot tested by the Chief Information Officer (CIO) and the methodology and results of the testing documented; and

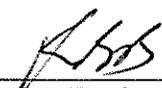
WHEREAS, Corus Group, LLC ("Corus") has met the specifications, terms and conditions of City Code 2-239(w); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, recommends approval of this award to Corus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of Storage Area Network (SAN) equipment including three years of software and hardware support from Corus Group, LLC at a total cost not to exceed \$109,720 for the Department Of Technology Services, in accordance with City Code 2-239(w), for computer hardware and software purchases is 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)



**st.petersburg**  
**www.stpete.org**

**SAINT PETERSBURG CITY COUNCIL**

**Meeting of December 1, 2016**

**TO:** THE HONORABLE AMY FOSTER, CHAIR, AND MEMBERS OF CITY COUNCIL

**SUBJECT:** Resolution approving the plat of *USFSP College of Business*, generally located between 6th Avenue South and 8th Avenue South between 3rd Street South and 4th Street South. (Our File: 14-20000010)

**RECOMMENDATION:** The Administration recommends **APPROVAL**.

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**DISCUSSION:** The applicant is requesting approval of a final plat which will replat one lot and a portion of another lot along with vacated right-of-way in order to create one lot. The current addresses of the two lots are 705 3rd Street South and 600 4th Street South. The applicant is the University of South Florida St. Petersburg. The College of Business is being developed on this site.

The replat will assemble the above lots and vacated right-of-way for redevelopment.

Attachments: Map, Aerial, Engineering Conditions of Approval dated September 16, 2016, Resolution

**APPROVALS:**

Administrative: \_\_\_\_\_

Budget: NA

Legal: \_\_\_\_\_

069

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE PLAT OF USFSP COLLEGE OF BUSINESS, GENERALLY LOCATED BETWEEN 6TH AVENUE SOUTH AND 8TH AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 14-20000010)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of USFSP College of Business, generally located between 6th Avenue South and 8th Avenue South between 3rd Street South and 4th Street South, is hereby approved, subject to the following conditions.

1. Comply with Engineering conditions in the memorandum dated September 16, 2016 prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

**APPROVED AS TO FORM AND CONTENT:**

  
\_\_\_\_\_  
Planning & Economic Development Dept. 11-10-16  
Date

  
\_\_\_\_\_  
City Attorney (Designee) 11/14/16  
Date



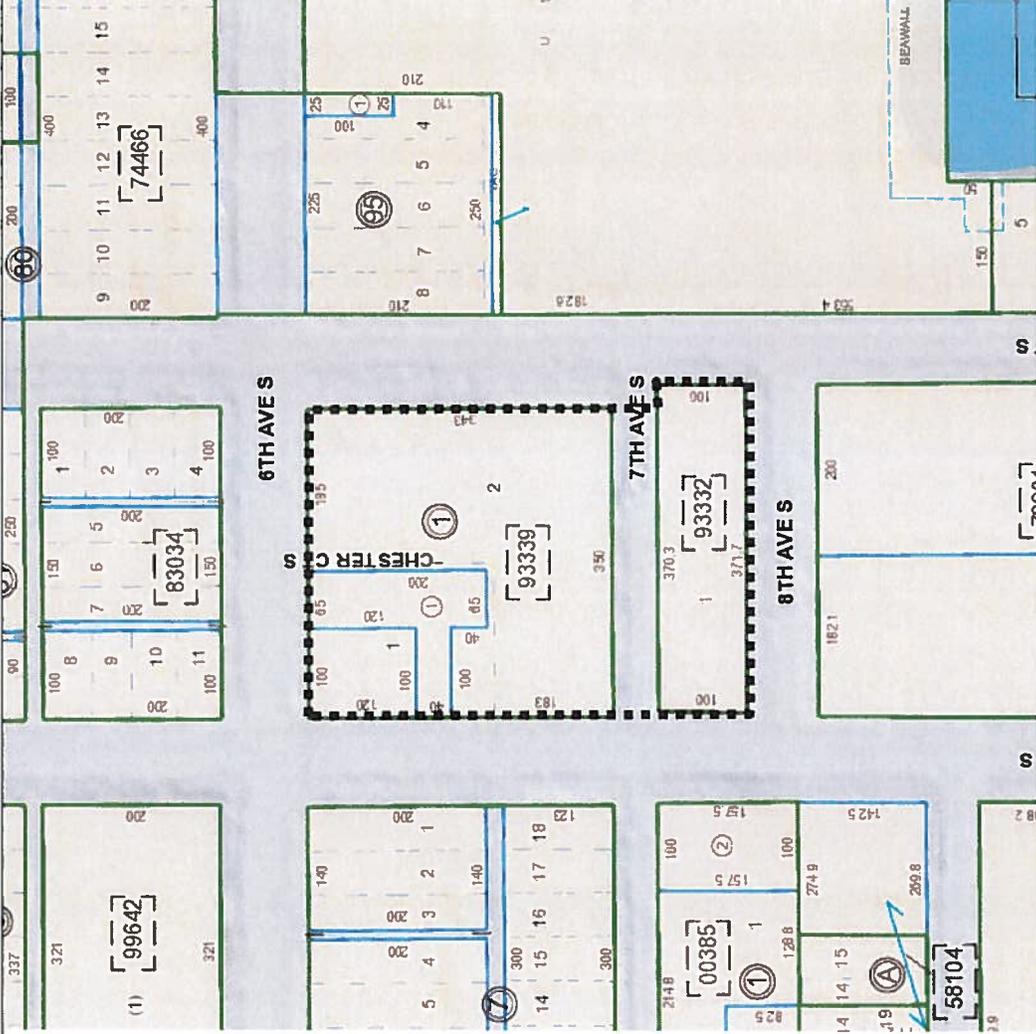




City of St. Petersburg, Florida  
 Planning and Economic Development  
 Department

USFSP College of Business  
 Case No.: 14-2000010

Address: Between 6th Avenue South and 8th  
 Avenue South between 3rd Street South and  
 4th Street South





City of St. Petersburg, Florida  
 Planning and Economic Development  
 Department  
 USFSP College of Business  
 Case No.: 14-2000010  
 Address: Between 6th Avenue South and 8th  
 Avenue South between 3rd Street South and  
 4th Street South



**MEMORANDUM  
CITY OF ST. PETERSBURG  
ENGINEERING DEPARTMENT**

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**TO:** Pamela Jones, Development Services  
**FROM:** Nancy Davis, Engineering Plan Review Supervisor  
**DATE:** September 16, 2016  
**SUBJECT:** Final Plat for USFSP College of Business  
**FILE:** 14-20000010

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**LOCATION:** 705 3<sup>rd</sup> Street South                      30/31/17/93332/000/0010  
**& PIN:** 600 4<sup>th</sup> Street South                      19/31/17/93339/001/0020  
**ATLAS:** E-3  
**PROJECT:** Final Plat USFSP College of Business – Revision 3  
**REQUEST:** Approval of a Final Plat for USFSP – College of Business

The Engineering Department has no objection to the proposed Final Plat Revision 3. It is acknowledged that at the time of this plat review many of the items listed below have been fulfilled but remain listed below as documentation of the standard plat conditions of approval since the plat is being processed concurrently with construction.

**STANDARD COMMENTS:** Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or [kelly.donnelly@stpete.org](mailto:kelly.donnelly@stpete.org). All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant is adequate. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). *If an increase in flow of over 1000 gpd is proposed*, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include

with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

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

Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and comingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

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.

Per land development code 16.40.140.4.6 (9), 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 shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developers responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:jw

pc: Kelly Donnelly  
Reading File  
Correspondence File  
Subdivision File – USFSP COLLEGE OF BUSINESS

ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 1, 2016

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of October 6, October 13, and October 20, 2016 City Council meetings.

CB-C

A RESOLUTION APPROVING THE MINUTES  
OF THE CITY COUNCIL MEETINGS HELD  
ON OCTOBER 6, OCTOBER 13, AND  
OCTOBER 20, 2016; AND PROVIDING AN  
EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on October 6, October 13, and October 20, 2016 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM  
AND SUBSTANCE:

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City Attorney or Designee

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

## REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL THURSDAY, October 6, 2016, AT 8:30 A.M.

\*\*\*\*\*

Chair Amy Foster called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Ed Montanari, Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Administrator Dr. Gary Cornwell, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Officer James W. Thornton – October 16, 1937, Officer William G. Newberry – October 17, 1937, Officer Eugene W. Minor – October 25, 1929 and Firefighter William K. Walker – October 10, 1948.

In connection with the approval of the agenda, Councilmember Montanari moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

- |      |      |  |
|------|------|--|
| INFO | CB-4 | Accepting a proposal from American Blast Systems, Inc., a sole source supplier, for rifle protection plates for the Police Department at a total cost of \$275,080.  |
| INFO | CB-6 | Authorizing the Mayor or his designee to execute a Supplemental Agreement to an existing Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) to expand the scope of the JPA to include the design and construction of Taxiway C; Approving a rescission of \$75,000 from a previous appropriation to the Hangar #1 Rehabilitation Project (#14075); Approving a Supplemental Appropriation of \$75,000 from the Airport CIP Fund (4033). |

- MOVED CB-9 Approving the first amendment to the architect/engineering amended and restated agreement between the City of St. Petersburg and Harvard Jolly, Inc. for additional design and construction administration services related to a multi-level parking garage with a top deck solar photovoltaic system for the new St. Petersburg Police Department Headquarters project in the amount of \$188,800, for a total amended A/E fee of \$4,638,230; authorizing the Mayor or his designee to execute the A/E Agreement; and providing an effective date. (Engineering Project No. 11234-018, Oracle No.12847). [MOVED TO REPORTS AS E-6]
- DELETED CB-12 Approving funding in an amount not to exceed \$148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul Care Center for the period commencing October 1, 2016 and ending September 30, 2017; Authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.
- ADD CB-13 Authorizing the Mayor or his designee to execute an Agreement between the City of St. Petersburg and the University of South Florida Board of Trustees for the St. Petersburg Archaeological Parks Virtual Application Planning and Design Project at a cost not to exceed \$91,361.49.
- ADD CB-14 Authorizing the Mayor or his designee to execute a Letter of Agreement and Contract with the University of South Florida (USF) for pass through of funds from the Florida Department of Transportation (FDOT) in the amount of \$70,000.00 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$70,000.00 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant (TBD).
- ADD CB-15 Reappointment of Council member Lisa Wheeler-Bowman to the PSTA Board of Directors for the term beginning October 1, 2016 – September 30, 2019.
- INFO D-1 Ordinance 243-H amending section 26-168 relating to Residential Parking Permits; implementing the Parking Permit Program and prohibiting parking for over two hours without a parking permit for parking in that portion of the City between Second Street North and Beach Drive Northeast and Fifth and Seventh Avenues; correcting typographical errors; and providing an effective date.
- MOVED D-3 City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs). (City File LDR 2016-04) [MOVED TO NEW ORDINANCES AS F-6]

- REVISED E-1 Public Arts Commission – (Oral) (Councilmember Kornell) *[Title correction only.]*
- ADD E-3 Approval of funding for Social Services programs for the period of October 1, 2016 through September 30, 2017. Two funding options are presented for your consideration. Resolution A provides funding in the amount of \$456,500 (the amount budgeted for Social Action Funding in FY 2017). Resolution B provides an additional \$20,500 in funding for a total of \$477,000.
- (a) Approving funding for various Social Service Agencies in the amount of \$456,500 for the period of October 1, 2016 through September 30, 2017 on the recommendation of the Social Services Allocations Committee; authorizing the Mayor or his designee to execute the City’s form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City’s form grant agreement.
- (b) Approving funding for various Social Service Agencies in the amount of \$477,000 for the period of October 1, 2016 through September 30, 2017 on the recommendation of the Social Services Allocations Committee; authorizing the Mayor or his designee to execute the City’s form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City’s form grant agreement.
- ADD E-4 Sewer Update
- ADD E-5 Tampa Bay Water – (Oral) (Councilmember Nurse)
- ADD F-5 An Ordinance amending Section 2-242 relating to approval authority; providing that purchases and contracts for supplies, services and construction for more than \$50,000 shall require City Council approval.
- ADD G-6 Request Council support of a resolution condemning violence and hate speech, expressing solidarity with Muslims and all those targeted for their ethnicity, race or religion. (Councilmember Rice)
- REVISE I-1 An Attorney-Client Session, to be heard at 10:00 a.m., or soon thereafter, pursuant to Florida State Statute 286.011(8) in conjunction with the lawsuit styled Bradley Westphal v. City of St. Petersburg, Case No: 1D12-3563. *[Time correction only.]*
- INFO I-2 Final approval of City of St. Petersburg Health Facilities Authority approval of the issuance of bonds by the Orange County Health Facilities Authority for health facilities in St. Petersburg, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended.

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- ADD I-3 Legal Update: Acie Jenkins v. City of St. Petersburg, Case No. 15-007037-CI (Pinellas County)
- ADD G-7 Referring to a Committee of the Whole meeting to discuss with the past, current, and future work of the city water resources consultants be asked to participate: 1) Black and Vetch Corporation, 2) Brown and Caldwell, 3) CDM Smith, 4) Carollo Engineers, and 5) Ch2M Hill.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

- DELETE CB-5 Authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of \$191,212 from the Florida Department of Health, Bureau of Childcare Food Programs for after school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Councilmember Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Melissa Terzi, 1465 51<sup>st</sup> Avenue NE, expressed her concerns regarding communication issues with the city concerning water quality.
2. Jeremiah Rohr, 2267 6<sup>th</sup> Avenue North, spoke concerning the upcoming Open Streets St. Pete.
3. Anthony Hart, spoke concerning the Lake Maggiore Gators.
4. Marion Harrington, spoke concerning the Lake Maggiore Gators.
5. Richetta Blackmon, 2601 22<sup>nd</sup> Avenue South, spoke concerning the Lake Maggiore Gators.

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In connection with reports, Assistant Police Chief Michael Kovasev, St. Petersburg Police Department gave a presentation to Council regarding a top deck solar photovoltaic system for the new St. Petersburg Police Department Headquarters multi-level parking garage.

Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2016-453 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND HARVARD JOLLY, INC. ("A/E") DATED AUGUST 20, 2015, FOR ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO A MULTI-LEVEL PARKING GARAGE WITH A TOP DECK SOLAR PHOTOVOLTAIC SYSTEM FOR THE NEW ST. PETERSBURG POLICE DEPARTMENT HEADQUARTERS PROJECT IN AN AMOUNT NOT TO EXCEED \$188,800, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$4,638,230; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Rice. Wheeler-Bowman. Nays. None. Absent. Nurse.

In connection with the Public Hearings, the Clerk read the title of proposed Ordinance 243-H. Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Neverne Covington, 236 7<sup>th</sup> Avenue NE, spoke in support of the proposed Ordinance.
2. Robert Birkenstock, 155 6<sup>th</sup> Avenue NE, spoke in support of the proposed Ordinance.

The following person(s) were present but did not wish to speak:

1. Silvia Hoyt, 206 7<sup>th</sup> Avenue NE, was in support of the proposed Ordinance.
2. Maria Thompson, 216 7<sup>th</sup> Avenue NE, was in support of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 243-H entitled:

**PROPOSED ORDINANCE NO. 243-H**

AN ORDINANCE AMENDING SECTION 26-168 RELATING TO RESIDENTIAL PARKING PERMITS; IMPLEMENTING THE PARKING PERMIT PROGRAM AND PROHIBITING

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PARKING FOR OVER TWO HOURS WITHOUT A PARKING PERMIT FOR PARKING IN THAT PORTION OF THE CITY BETWEEN THIRD STREET NORTH AND BEACH DRIVE NORTHEAST AND FIFTH AND EIGHTH AVENUES; CORRECTING TYPOGRAPHICAL ERRORS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with public hearings, the Clerk read the title of proposed Ordinance 244-H. Bruce Grimes, Director, Real Estate and Property Management, gave a presentation to Council regarding the grant of a Public Utility Easement to Duke Energy Florida, Inc. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 244-H entitled:

**PROPOSED ORDINANCE 244-H**

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN COCONUT PARK LOCATED AT 500 SUNSET DRIVE SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

be continued at the November 3, 2016 City Council meeting.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with first reading and public hearings, the Clerk read the title of proposed Ordinance 221-H. Derek Kilborn, Manager, Urban Planning and Historic Preservation Division gave a presentation to Council regarding the creation of a new zoning category. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

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Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 221-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; CREATING THE NEIGHBORHOOD PLANNED UNIT DEVELOPMENT-3 (NPUD-3), ZONING DISTRICT; PROVIDING FOR MINIMUM LOT SIZE, MAXIMUM INTENSITY, AND BUILDING SETBACKS; PROVIDING FOR INCLUSION OF THE NPUD-3 DESIGNATION IN THE ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES MATRIX AND THE USE PERMISSIONS, PARKING REQUIREMENTS AND ZONING MATRIX; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

Chair Foster recessed the meeting at 10:08 a.m. for a short break.

Chair Foster reconvened the meeting at 10:17 a.m.

In connection with a Legal Item, Chair Foster announced the commencement of an Attorney/Client Session, pursuant to Florida Statute 286.011(8), held in conjunction with the lawsuit styled Bradley Westphal v. City of St. Petersburg, Case No. 1D12-3563 and announced those who would be in attendance.

The meeting was closed at 10:19 a.m.

The meeting was reopened at 10:32 a.m. and the Attorney/Client Session was terminated with the following members present: Charles Gerdes, James R. Kennedy, Jr., Ed Montanari, Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

2016-454      A RESOLUTION APPROVING SETTLEMENT OF THE ATTORNEY'S FEES AND COSTS FROM WORKER'S COMPENSATION LAWSUIT OF BRADLEY R. WESTPHAL v. CITY OF ST. PETERSBURG, STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS, OFFICE OF THE JUDGE OF COMPENSATION CLAIMS, ST. PETERSBURG DISTRICT, OJCC CASE NO. 10-019508SLR; AND PROVIDING AN EFFECTIVE DATE.

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Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a Legal Item, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

2016-456 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING, SOLELY FOR THE PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE BONDS (PRESBYTERIAN RETIREMENT COMMUNITIES PROJECT), SERIES 2016; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a Legal Item, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-455 A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF ACIE JENKINS v. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 15-007037-CI; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 098-HL. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 098-HL**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING BLOCK 25 (LOCATED BETWEEN CENTRAL AVENUE AND 1<sup>ST</sup> AVENUE NORTH, AND 2<sup>ND</sup> STREET NORTH AND 3<sup>RD</sup> STREET NORTH) AS A LOCAL

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LANDMARK DISTRICT AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 725-L. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 725-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 AT THE TERMINUS END OF BAYSIDE DRIVE SOUTH, FROM PLANNED REDEVELOPMENT-RESIDENTIAL TO PLANNED REDEVELOPMENT-RESIDENTIAL RESORT FACILITY OVERLAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 1086-V. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 1086-V**

AN ORDINANCE APPROVING A VACATION OF AN APPROXIMATELY TEN (10) FOOT PORTION OF 60<sup>TH</sup> STREET SOUTH RIGHT-OF-WAY LYING BETWEEN CENTRAL AVENUE AND 1<sup>ST</sup> AVENUE SOUTH; SETTING

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FOR THE CONDITIONS FOR THE VACATION TO BECOME  
EFFECTIVE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 1087-V. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 1087-V**

AN ORDINANCE APPROVING A VACATION OF RIGHTS-OF-WAY AND EASEMENTS AS DEDICATED ON SECTION 'D' FLORIDA RIVIERA PLAT NO. 5 AS RECORDED IN PLAT BOOK 17, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING WITHIN LOTS 23 AND 24; BLOCK 3; LOCATED NORTHWEST OF THE INTERSECTION OF SNUG HARBOR ROAD AND PLAZA COMERCIO; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 245-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 245-H**

AN ORDINANCE AMENDING SECTION 2-242 RELATING TO APPROVAL AUTHORITY; PROVIDING THAT PURCHASES AND CONTRACTS FOR SUPPLIES, SERVICES AND CONSTRUCTION FOR MORE THAN \$50,000 SHALL

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REQUIRE CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 246-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 20, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 246-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR THE AMENDMENT OF THE ST. PETERSBURG CITY CODE LAND DEVELOPMENT REGULATIONS; AMENDING THE DRUG STORE OR PHARMACY LAND USE WITHIN THE IC/I (INSTITUTIONAL CENTER/INSTITUTIONAL) ZONING CATEGORY; CORRECTING THE MAXIMUM DEVELOPMENT POTENTIAL WITHIN THE CCI-1 (CORRIDOR COMMERCIAL TRADITIONAL) ZONING CATEGORY ACTIVITY CENTER; DELETING THE CCS-3 (CORRIDOR COMMERCIAL SUBURBAN) ZONING CATEGORY; CORRECTING ADMINISTRATIVE APPROVAL PROCEDURES FOR BUILDING SETBACKS WITHIN THE NS(NEIGHBORHOOD SUBURBAN) ZONING CATEGORIES; CORRECTING HOTEL DENSITY WITHIN THE CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL) ACTIVITY CENTER; AMENDING LANGUAGE AND FLORIDA STATUTE REFERENCE PERTAINING TO THE FORECLOSURE OF LIENS; CLARIFYING EXTERIOR LIGHTING REQUIREMENTS; AMENDING SHARED PARKING RATIOS; ADDING A PARKING REDUCTION FOR WORKFORCE AND AFFORDABLE HOUSING; AMENDING THE VEHICLE STACKING REQUIREMENT FOR STRUCTURED PARKING; AMENDING DIGITAL OR ELECTRONIC MESSAGE CENTER SIGN REGULATIONS WITHIN THE NEIGHBORHOOD AND CORRIDOR RESIDENTIAL ZONING CATEGORIES; AMENDING LARGE FACILITY SIGN REGULATIONS TO PERMIT SPONSOR SIGNS; AMENDING SEPARATION REQUIREMENTS FOR COMMUNITY RESIDENTIAL HOMES;

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ADDING COVERAGE REQUIREMENTS FOR THE OUTDOOR STORAGE OF TIRES; ADDING ACCOMMODATION FOR LOW POWER FM RADIO; CLARIFYING THE PROHIBITION AGAINST FRACKING AMENDING THE QUALIFICATIONS FOR EXEMPTION WHERE BUILDING DEMOLITION WILL IMPACT A POTENTIALLY ELIGIBLE LOCAL LANDMARK; ADDING PROCEDURES FOR TARGET EMPLOYMENT CENTER (TEC) OVERLAY; DELETING THE PARKING VARIANCE PROHIBITION FOR REINSTATEMENT; DELETING THE ADDRESS REQUIREMENT FOR DOCKS; DELETING REFERENCES TO THE DOME INDUSTRIAL PARK REDEVELOPMENT PLAN; MAKING INTERNAL LANGUAGE TABLES AND CHARTS CONSISTENT; CODIFYING INTERPRETATIVE LANGUAGE AND CLARIFICATIONS; CORRECTING TYPOGRAPHICAL, GRAMMATICAL AND SCRIVENERS ERRORS; REMOVING OBSOLETE LANGUAGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with the Public Arts Commission report, Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Kornell.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

In connection with a new business item presented by Councilmember Steve Kornell, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Committee of the Whole for consideration to consider a discussion about reducing the Payment in Lieu of Franchise Fee (PILOF) that comes out of the wastewater enterprise fund to the city's general fund budget for the 2018 fiscal year budget.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

10/06/2016

In connection with the Land Use and Transportation Committee report presented by Councilmember Kennedy and Vice-Chair Rice, Transportation and Parking Management Director Evan Mory, Eric Carlson, Downtown Transportation Partnership and Heather Sobush gave a presentation to Council regarding Pier District Transportation, St. Pete Trolley and Downtown Circulation.

In connection with the Land Use and Transportation Committee report presented by Councilmember Kennedy and Vice-Chair Rice, Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request Administration to look at TIF Funding and other funding sources for electric bus charging stations.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

In connection with the Land Use and Transportation Committee report presented by Councilmember Kennedy and Vice-Chair Rice, Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use and Transportation report presented by Councilmember Kennedy and Council Vice-Chair Rice.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

In connection with the Public Services and Infrastructure Committee report, Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure report of September 22, 2016 presented by Councilmember Kornell.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

In connection with the Housing Services Committee report, Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing Services Committee report of September 22, 2016 presented by Councilmember Nurse.

10/06/2016

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

In connection with a new business item presented by Councilmember Lisa Wheeler-Bowman, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance and Taxation Committee for consideration to consider adding to the Weeki Wachee Project List the construction of a youth sports field at Thurgood Marshall Middle School.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Steve Kornell, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-457      A RESOLUTION OF THE CITY OF ST. PETERSBURG SUPPORTING THE PROPOSAL TO HOST THE TWENTY-FOURTH ANNUAL CONFERENCE OF THE NATIONAL ASSOCIATION FOR CIVILIAN OVERSIGHT OF LAW ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with a new business item presented by Council Vice-Chair Darden Rice, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the resolution of support condemning violence and hate speech, expressing solidarity with Muslims and all those targeted for their ethnicity, race or religion be brought before Council with suggested changes at a future meeting.

Roll Call. Ayes. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Foster.

Vice-Chair Rice recessed the meeting at 12:55 p.m. for a lunch break.

Vice Chair Rice reconvened the meeting at 2:01 p.m.

In connection with a new business item presented by Councilmember Steve Kornell regarding the referral to the Public Services and Infrastructure Committee for consideration to consider a further discussion regarding the possibility of reopening the Albert Whitted facility so there will be a chance to ask questions raised in the Brown and Caldwell study, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with the Hurricane Matthew update, Chief James Large, St. Petersburg Fire and Rescue gave a presentation to Council regarding the expected impact that Hurricane Matthew will have on the City of St. Petersburg and the preparations being made by the City to alleviate any potential damage. No action was taken.

In connection with reports, Cliff Smith, Social Services Planning Manager gave a presentation to Council regarding two funding options for Social Services programs for the period of October 1, 2016 through September 30, 2017. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2016-458      A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF \$477,000 FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY'S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Sewer Update, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding the reopening of the Albert Whitted Wastewater Treatment Plant. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council in connection with the independent investigation of the 2014 report, request Legal to prepare an Agreement with Laura Brock's firm not to exceed \$25,000.

10/06/2016

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Tampa Bay Water report presented by Councilmember Karl Nurse, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Water report presented by Councilmember Nurse.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Steve Kornell, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer a Committee of the Whole for consideration to consider a discussion concerning communication requirements to the public in regards to sewer discharges.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Ed Montanari, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to a Committee of the Whole for consideration to consider a discussion with the past, current, and future work of city water resources consultants; and requesting at minimum, but not limited to the following consultants be asked to participate: 1) Black and Vetch Corporation, 2) Brown and Caldwell, 3) CDM Smith, 4) Carollo Engineers and 5) Ch2M Hill.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

10/06/2016

● CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

**Consent Agenda A  
October 6, 2016**

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

# CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda B October 6, 2016

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

- 2016-441 1. Renewing a blanket purchase agreement with Ring Power Corp, Inc., a sole source supplier, for the maintenance and repairs of generators for the Water Resources Department at an estimated annual amount of \$210,000.
- 2016-442 2. Awarding a contract to Himes Electrical Service, Inc. in the amount of \$206,850 for the Mirror Lake Complex Electrical & Civil Upgrades (Engineering/CID Project No. 11201-017; Oracle No. 12868.
- 2016-443 3. Renewing a blanket purchase agreement with Paramount Power, Inc. for maintenance and repair of generators at an estimated annual amount of \$106,000.
- 2016-444 4. Accepting a proposal from American Blast Systems, Inc., a sole source supplier, for rifle protection plates for the Police Department at a total cost of \$275,080.
5. ~~Authorizing the Mayor, or his Designee, to execute a Subordination Agreement with the Florida Department of Transportation ("FDOT") to subordinate the City of St. Petersburg's interest in a portion of a water main easement at 49th Street North and 118th Avenue North in Pinellas Park, Florida, associated with FDOT's Parcel No. 141.03.~~
- 2016-445 6. Authorizing the Mayor or his designee to execute a Supplemental Agreement to an existing Florida Department of Transportation ("FDOT") Joint Participation Agreement ("JPA") to expand the scope of the JPA to include the design and construction of Taxiway "C"; Approving a rescission of \$75,000 from a previous appropriation to the Hangar #1 Rehabilitation Project (#14075); Approving a Supplemental Appropriation of \$75,000 from the Airport CIP Fund (4033).
- 2016-446 7. Authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of \$191,212 from the Florida Department of Health, Bureau of Childcare Food Programs for after school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction.
- 2016-447 8. Authorizing the Mayor or his designee to accept the Partnerships to Improve Community Health (PICH) grant in the amount of \$46,850 from the State of Florida

Department of Health and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$46,850 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department.

9. ~~Approving the first amendment to the architect/engineering amended and restated agreement between the City of St. Petersburg and Harvard Jolly, Inc. for additional design and construction administration services related to a multi-level parking garage with a top deck solar photovoltaic system for the new St. Petersburg Police Department Headquarters project in the amount of \$188,800, for a total amended A/E fee of \$4,638,230; authorizing the Mayor or his designee to execute the A/E Agreement; and providing an effective date. (Engineering Project No. 11234-018, Oracle No. 12847). [MOVED TO REPORTS AS E-6]~~

2016-448

10. Rescinding an unencumbered appropriation in the amount of \$48,956.32 in the City Facilities Capital Improvement Fund (3031) from the Dwight Jones Improvements Project (14664); approving a supplemental appropriation in the amount of \$48,956.32 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from this rescission, to the Jamestown Buildings (constructed in 2008) Repair & Repainting Project (TBD); providing an effective date (Engineering & CID No. 16239-019; Oracle No. TBD).

2016-449

11. Approval of Arts Advisory Committee recommendations for FY2017 funding of \$275,000.00 for Arts and Cultural Grants for the period of October 1, 2016 through September 30, 2017.

12. ~~Approving funding in an amount not to exceed \$148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul Care Center for the period commencing October 1, 2016 and ending September 30, 2017; Authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction. [DELETED]~~

2016-450

13. Authorizing the Mayor or his designee to execute an Agreement between the City of St. Petersburg and the University of South Florida Board of Trustees for the St. Petersburg Archaeological Parks Virtual Application Planning and Design Project at a cost not to exceed \$91,361.49.

2016-451

14. Authorizing the Mayor or his designee to execute a Letter of Agreement and Contract with the University of South Florida ("USF") for pass through of funds from the Florida Department of Transportation ("FDOT") in the amount of \$70,000.00 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$70,000.00 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant (TBD).

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2016-452

15. Reappointment of Council member Lisa Wheeler-Bowman to the PSTA Board of Directors for the term beginning October 1, 2016 -- September 30, 2019.

There being no further business, Chair Foster adjourned the meeting at 6:59 p.m.

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Amy Foster, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST: \_\_\_\_\_  
Chan Srinivasa, City Clerk

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

## REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL THURSDAY, October 13, 2016, AT 3:00 P.M.

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Chair Amy Foster called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Ed Montanari, Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. Mayor Rick Kriseman, City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, Deputy City Clerk Patricia Beneby and Office Systems Specialist Paul Traci were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda as amended.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with the Awards and Presentations portion of the agenda, Tampa Bay Jazz Association Vice-President Bette Gregg gave a presentation to Council regarding past, current and future events at the Tampa Bay Jazz Association. The Al Downing Tampa Bay Jazz Association Students performed for Council. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Lealman Innovation Academy Principle Connisheia Mathews gave a presentation to Council regarding programs and curriculum offered to student who attend Lealman Innovation Academy. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Jason Ness, Lakewood High School Science Teacher, gave a presentation to Council regarding the Robotics Program at Lakewood High School. No action was taken.

In connection with the Awards and Presentation portion of the agenda, Mayor Rick Kriseman gave a presentation to Council regarding the SHINE Community Mural Project Recognition. No action was taken.

10/13/2016

In connection with a Proclamation recognizing the 100 Year Anniversary of Planned Parenthood, Mayor Rick Kriseman presented a Proclamation proclaiming the month of October 2016 as Planned Parenthood's Centennial Anniversary. No action was taken.

In connection with the Awards and Presentation portion of the agenda, a representative from Community Action Stops Abuse gave a presentation to Council regarding programs and services offered by Community Action Stops Abuse. No action was taken.

In connection with a Proclamation recognizing Domestic Violence Awareness, Mayor Rick Kriseman presented a Proclamation proclaiming the month of October 2016 as Domestic Violence Awareness Month.

In connection with a Proclamation recognizing Fire Prevention, Mayor Rick Kriseman presented a Proclamation proclaiming the week of October 9 through 15, 2016 as Fire Prevention Week.

In connection with a Proclamation recognizing SPIFFS International Folk Fair, Mayor Rick Kriseman presented a Proclamation proclaiming the week of October 27 through 30, 2016 as SPIFFS International Folk Fair Days.

In connection with a Proclamation recognizing Florida Native Plants, Mayor Rick Kriseman presented a Proclamation proclaiming the month of October 2016 as Florida Native Plant Month.

In connection with a Proclamation recognizing R'Clubs 'Lights on After School Day', Mayor Rick Kriseman presented a Proclamation proclaiming Thursday, October 20, 2016 as Keeping the Lights on After School Day.

In connection with the Awards and Presentations portion of the agenda, Suncoasters of St. Petersburg gave a presentation to Council regarding the SPFestival 16 Update. No action was taken.

In connection with a Proclamation recognizing World Pancreatic Cancer Day, Mayor Rick Kriseman presented a Proclamation proclaiming November 17, 2016 as World Pancreatic Cancer Day.

In connection with a Proclamation recognizing LocalShops1 and Shopapalooza, Mayor Rick Kriseman presented a Proclamation proclaiming the month of November 2016 as Buy Local! Eat Local! Live Local! Month.

In connection with a Proclamation recognizing Florida Manufacturing Month, Mayor Rick Kriseman presented a Proclamation proclaiming the month of October 2016 as Florida Manufacturing Month.

In connection with a Legal item, City Attorney Jacqueline Kovilaritch announced an Attorney-Client Session, pursuant to Florida Statute 286.01 (8), to be held on Thursday, October

10/13/2016

20, 2016 at 4:00 p.m. or soon thereafter, in conjunction with the lawsuit styled Michael Berg v. City, OJCC Case No: 15-008989SLR and EEOC Charge No. 511-2016-00119.

In connection with a Legal item, Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-459      A RESOLUTION WAIVING ST. PETERSBURG CITY CODE SECTIONS 2-247 AND 2-248; APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KERKERING, BARBERIO & CO. ("FIRM") FOR FIRM TO PROVIDE AN INDEPENDENT REVIEW OF THE BROWN & CALDWELL SOUTHWEST WATER RECLAMATION FACILITY WET WEATHER AND LIQUID PROCESS CAPACITY ASSESSMENT DATED JULY 31, 2014 IN AN AMOUNT NOT TO EXCEED \$25,000; AUTHORIZING THE CITY AUDITOR TO EXECUTE THE AGREEMENT WITH FIRM; APPROVING A TRANSFER IN THE AMOUNT OF \$25,000 FROM THE UNENCUMBERED APPROPRIATION IN THE GENERAL FUND CONTINGENCY(250-3201) TO THE OFFICE OF THE CITY AUDITOR (260-1789) TO FUND THIS AGREEMENT WITH FIRM; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Wheeler-Bowman. Nays. None. Absent. Rice.

In connection with a Legal item, Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council change the meeting schedule for Thursday, October 20, 2016.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Wheeler-Bowman. Nays. None. Absent. Rice.

There being no further business, the Chair adjourned the meeting at 5:17 p.m.

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Amy Foster, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST: \_\_\_\_\_  
Patricia Beneby, Deputy City Clerk



# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

## REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL THURSDAY, October 20, 2016, AT 3:00 P.M.

\*\*\*\*\*

Chair Amy Foster called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Ed Montanari, Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Administrator Dr. Gary Cornwell, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

- |         |      |  |
|---------|------|--|
| REVISED | CA-1 | Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of \$3,300,000 for FY 2017. <i>(Revised resolution and corrected numbering.)</i> [MOVED TO REPORTS AS ITEM E-5]   |
| MOVED   | CA-2 | Accepting a proposal from Community Champions Corporation for foreclosure registry services for the Codes Compliance Assistance Department at an estimated annual fee of \$404,500 for a total contract amount of \$1,213,500. [MOVED TO REPORTS AS ITEM E-8]  |
| REVISED | CB-3 | Awarding a contract to Gibson Air Conditioning & Refrigeration, LLC in the amount of \$393,260.00 for the Leisure Services Complex HVAC Project; rescinding unencumbered appropriations (\$61,500) from the Recreation Center Improvements FY16 Project (15095) of the Recreation and Culture Capital Improvement Fund (3029) to the City Facilities Capital FY16 Fund (3031); approving a supplemental appropriation in the amount of \$61,500 from the increase in the unappropriated balance of the City Facilities Capital FY16 Fund (3031), resulting from this rescission to the Leisure |

Services Complex HVAC Project (Engineering Project No. 12221-219; Oracle Project No. 15117). (*Revised resolution.*)

- MOVED      CB-5      Accepting a proposal from Gallagher Benefit Services, Inc. for employee benefits consulting services for the Human Resources Department at an estimated annual cost of \$95,000 for a total contract amount of \$285,000. [MOVED TO REPORTS AS E-6]
- DELETE      CB-12      Awarding a two-year blanket purchase agreement with Emergency Communications Network LLC., for an emergency notification system and related support services for the Police Department for a total contract amount of \$50,000.
- REVISED      CB-16      Authorizing the Mayor, or his Designee, to execute an Agreement with Main Street Wheel Works, LLC d/b/a Wheel Fun Rentals terminating the License Agreement for conducting a wheel rental business. (*Revised title and backup.*)
- DELETE      CB-18      Acknowledging the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects for the City of St. Petersburg (City); authorizing the Mayor or his designee to execute the City's standard form
- REVISED      D-1      An Ordinance authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement ("SJPA") amending the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 ("Revised Grant Amount") and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, *inter alia*, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance. (*Revised resolution.*)

- INFO E-4 Bike Share Update  
 (a) Approving the First Amendment to the Agreement between the City of St. Petersburg, Florida, and CycleHop, LLC dated May 23, 2016 to revise the set-up schedule, change the active management term and modify other provisions; and authorizing the Mayor or his designee to execute the First Amendment.
- ADD E-7 A Resolution of the City Council of the City of St. Petersburg, Florida, expressing solidarity with Muslims and all those targeted for their ethnicity, race or religion; condemning violence and hate crimes directed at Muslims, those perceived to be Muslims, immigrants and people of color; rejecting political tactics that use fear to manipulate voters or to gain power or influence; committing to pursue a policy agenda that affirms civil and human rights; reaffirming the value of a pluralistic society.
- ADD F-5 Referring to the Public Services and Infrastructure Committee a request to add to the list for potential Weeki Wachee funding a discussion of creating a skating rink in south St. Petersburg. (Councilmember Kornell)
- ADD F-6 Requesting a presentation to City Council from Administration and Pinellas County on Mosquito/Zika control and genetically modified mosquitoes. (Councilmember Kennedy)
- ADD F-7 Requesting a status update to City Council from Administration and Pinellas County School Board on Public Schools within the City of St. Petersburg. (Councilmember Kennedy)
- ADD F-8 Referring to relevant committee a new business item to ban smokeless tobacco (i.e., chewing tobacco) at Tropicana Field and ticketed games in the City. (Vice-Chair Rice)
- DELETE F-9 Referring to a Committee of the Whole meeting for discussion on the funding a youth sports field at Thurgood Marshall Middle School from Weeki Wachee funds. (Councilmember Wheeler-Bowman)
- ADD F-10 Requesting City Council approval for revisions to the City Council Policy & Procedures Manual (Amended and Restated April 7, 2016) Chapter Two Section 1B(1) limiting the number of awards or presentations placed on the agenda at each mini-meeting to a cumulative total of no more than 4 awards or presentations per mini-meeting from Administration or City Staff. (Chair Foster)
- ADD F-11 Requesting that City Council adopt a Resolution expressing support of making the City of St. Petersburg the winter home of the Tall Ship Lynx. (Councilmember Montanari)

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| ADD  | F-12 | Respectfully requesting a referral to the BF&T Committee to remove the Childs Park Lake Project from the Weeki Wachee Project List. (Councilmember Wheeler-Bowman) |
| INFO | G-1  | Budget, Finance, & Taxation Committee (10/13/16)   |
| INFO | G-2  | Public Services & Infrastructure Committee (10/13/16)  |
| ADD  | G-3  | Co-Sponsored Events Subcommittee (10/13/16)  |
- (a) A Resolution in accordance with City Code Section 21-38(d) exempting 97X BBQ (Vinoy Park) and Extreme Mudwars (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38 (d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at their respective venues, during their events as set forth herein.
- (b) A Resolution waiving the six month requirement of Section "D" of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Hall of Fame Foundation, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
- (c) A Resolution approving events for co-sponsorship in name only by the City for FY2017; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Sideline Apparel, Inc., Cox Media, LLC, D & M Promotions Inc., Active Endeavors, Inc. Carson International, Inc. and Live Nation Worldwide, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
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|------|-----|---|
| INFO | I-7 | Ordinance 246-H amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) pertaining to amending the drug store or pharmacy land use within the IC/I zoning category; correcting the maximum development potential within the CCT-1 zoning category Activity Center; deleting the CCS-3 zoning category; correcting administrative approval procedures for building setbacks within the NS zoning categories; correcting hotel density within the CCT-2 Activity Center; amending language and Florida State Statute reference pertaining to the foreclosure of liens; clarifying exterior lighting requirements; amending shared parking ratios; adding a parking reduction for (cont.) workforce and affordable housing; amending the vehicle stacking requirement for structured parking; amending digital or electronic message center sign regulations within the Neighborhood and Corridor Residential |
|------|-----|---|

zoning categories; amending large facility sign regulations to permit sponsor signs; amending separation requirements for community residential homes; adding coverage requirements for the outdoor storage of tires; adding accommodation for low power FM radio; clarifying the prohibition against fracking; amending the qualifications for exemption where building demolition will impact a potentially eligible local landmark; adding procedures for Target Employment Center Overlay; deleting the parking variance prohibition for reinstatement; deleting the address requirement for docks; deleting references to the Dome Industrial Park Redevelopment Plan; making internal language, tables and charts consistent; codifying interpretative language and clarifications; correcting typographical, grammatical and scrivener's errors; and removing obsolete language. (City File LDR 2016-04)

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|--------|------|---|
| DELETE | I-12 | Ordinance 725-L amending the Future Land Use Map designation for the single-family residence from Planned Redevelopment-Residential to Planned Redevelopment-Residential/Resort Facility Overlay (RFO). There is no Official Zoning Map change proposed. (City File FLUM-43)  |
| ADD    | H-2  | Carolanne Marie Niblack v. City of St. Petersburg, Case No. 16-62-CI-7 – Legal Update   |
| ADD    | H-3  | Angela Vazquez v. City of St. Petersburg, Case No. 15-000020-CI – Legal Update  |
| ADD    | H-4  | Gary Bourland v. City of St. Petersburg, Case No. 14-6249-CI – Legal Update   |
| ADD    | H-5  | Announcement of an Attorney-Client Session, pursuant to Florida Statute 286.011(8), to be held on November 3, 2016 at 10:00 a.m. or soon thereafter, in conjunction with the lawsuit styled City of St. Petersburg, Florida v. BP Exploration & Production, Inc.; BP America Production Company; BP P.L.C.; Transocean Ltd.; Transocean Offshore Deepwater Drilling, Inc.; Transocean Deepwater, Inc.; Transocean Holdings, LLC; Triton Asset Leasing GMBH; Halliburton Energy Services, Inc.; and Sperry Drilling Services, a Division of Halliburton Energy Services, Inc., Case No. 8:13-cv-01014-EAK-AEP. |
| ADD    | E-9  | Approving a supplemental appropriation in the amount of \$58,517 from the unappropriated fund balance of the Stormwater Utility Operating Fund (4011), to the Stormwater Administration (400-1293) for the purchase of the property located at the intersection of Dr. Martin Luther King Jr. Street and 6 <sup>th</sup> Avenue South.  |

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

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In connection with approval of the Consent Agenda, Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolutions be adopted approving the attached Consent Agenda as amended.

MOVE        CB-13            Approving the Repetitive Loss Area Analysis documents that evaluate the flooding hazards within the most severely flooded areas of the City of St. Petersburg; and providing an effective date.  
[MOVED TO REPORTS AS E-10]

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the approval of the agenda, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

DELETE        E-1                Homeless Leadership Board (Oral) (Chair Foster)

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, there were no person(s) wishing to be heard.

In connection with reports, Claude Tankersley, Public Works Administrator and CH2M Consultant Susan Moisio presented the Sewer Update. Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

2016-476        A RESOLUTION APPROVING THE SECOND YEAR RENEWAL OPTION TO THE AGREEMENT (BLANKET AGREEMENT) WITH ALL AMERICAN CONCRETE, INC. FOR SANITARY SEWER REPAIR & REPLACEMENT FOR FY 2017 AT A COST NOT TO EXCEED \$3,300,000 FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$9,457,000 FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

Chair Foster recessed the meeting at 12:27 p.m.

Chair Foster reconvened the meeting at 3:01 p.m.

In connection with reports, Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

2016-477 A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$58,517 FROM THE UNAPPROPRIATED FUND BALANCE OF THE STORMWATER UTILITY OPERATING FUND (4011), TO THE STORMWATER ADMINISTRATION (400-1293) FOR THE PURCHASE OF THE PROPERTY LOCATED AT THE INTERSECTION OF DR. MARTIN LUTHER KING, JR. STREET AND 6<sup>TH</sup> AVENUE SOUTH; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Kornell.

In connection with reports, Evan Mory, Transportation and Parking Management Director presented the Bike Share Update. Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

2016-479 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND CYCLEHOP, LLC DATED MAY 23, 2016 TO REVISE THE SET-UP SCHEDULE, CHANGE THE ACTIVE MANAGEMENT TERM AND MODIFY OTHER PROVISIONS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Nurse. Rice. Wheeler-Bowman. Nays. Kornell. Montanari. Absent. None.

In connection with reports, Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

2016-478 A RESOLUTION ACCEPTING A PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO GALLAGHER BENEFIT SERVICES, INC. FOR EMPLOYEE BENEFITS CONSULTING SERVICES FOR THE HUMAN RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$95,000 FOR A TOTAL CONTRACT AMOUNT OF \$285,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 247-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 3, 2016 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 247-H**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (SJPA) AMENDING THE JOINT PARTICIPATION AGREEMENT FOR THE SOUTHWEST HANGAR REDEVELOPMENT PROJECT (PROJECT #14168), EXECUTED BY THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ON JANUARY 25, 2016 (JPA) IN THE AMOUNT OF \$600,000 WHICH INCREASES THE AMOUNT OF THE JPA TO \$1,200,000 (REVISED GRANT AMOUNT) AND, AS AUTHORIZED BY SECTION 1.02(C)(5)B OF THE ST. PETERSBURG CITY CHARTER, AUTHORIZES THE ~~EXTENDS THE~~ RESTRICTIONS CONTAINED IN THE JPA, WHICH, *INTER ALIA*, REQUIRE THAT THE CITY MAKE ALBERT WHITTED AIRPORT AVAILABLE AS AN AIRPORT FOR PUBLIC USE ON FAIR AND REASONABLE TERMS, AND MAINTAIN THE PROJECT FACILITIES AND EQUIPMENT IN GOOD WORKING ORDER FOR THE USEFUL LIFE OF SAID FACILITIES OR EQUIPMENT, NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE JPA FOR THE REVISED GRANT AMOUNT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with reports, Robert Gerdes, Codes Compliance Director gave a presentation to Council regarding foreclosure registry services. Councilmember Nurse moved with the second of Councilmember Rice that the following resolution be adopted:

2016-480      A RESOLUTION ACCEPTING A PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO COMMUNITY CHAMPIONS CORPORATION FOR FORE-CLOSURE REGISTRY SERVICES FOR THE CODES COMPLIANCE ASSISTANCE DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$404,500 FOR A THREE-YEAR CONTRACT AMOUNT NOT TO EXCEED \$1,213,500; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO

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EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with reports, Councilmember Montanari moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Energy, Natural Resources and Sustainability Committee for consideration to consider a discussion on the Repetitive Loss Area Analysis documents that evaluate the flooding hazards within the most severely flooded areas of the City of St. Petersburg.

Roll Call. Ayes. Foster. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Gerdes.

In connection with reports, Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

2016-481 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, EXPRESSING SOLIDARITY WITH MUSLIMS AND ALL THOSE TARGETED FOR THEIR ETHNICITY, RACE OR RELIGION; CONDEMNING VIOLENCE AND HATE CRIMES DIRECTED AT MUSLIMS, THOSE PERCEIVED TO BE MUSLIMS, IMMIGRANTS AND PEOPLE OF COLOR; REJECTING POLITICAL TACTICS THAT USE FEAR TO MANIPULATE VOTERS OR TO GAIN POWER OR INFLUENCE; COMMITTING TO PURSUE A POLICY AGENDA THAT AFFIRMS CIVIL AND HUMAN RIGHTS; REAFFIRMING THE VALUE OF A PLURALISTIC SOCIETY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Gerdes.

In connection with the reports, Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Regional Planning Council report presented by Vice-Chair Rice.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

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In connection with a Legal Item, Chair Foster announced the commencement of an Attorney/Client Session, pursuant to Florida Statute 286.011(8), held in conjunction with the lawsuit styled Michael Berg v. City of St. Petersburg, OJCC Case No: 15-008989SLR and EEOC Charge No. 511-2016-00119.

The meeting was closed at 10:19 a.m.

The meeting was reopened at 10:32 a.m. and the Attorney/Client Session was terminated with the following members present: Charles Gerdes, James R. Kennedy, Jr., Ed Montanari, Darden Rice, Steve Kornell, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2016-482 A RESOLUTION APPROVING SETTLEMENT OF MICHAEL BERG v. CITY OF ST. PETERSBURG, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, CHARGE NO. 511-2016-00119; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

2016-483 A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF MICHAEL BERG v. CITY OF ST. PETERSBURG, OFFICE OF JUDGES OF COMPENSATION CLAIMS, ST.PETERSBURG, FLORIDA, CASE NO. 15-008989SLR; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a Legal item, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-484 A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF CAROLANNE MARIE NIBLACK v. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 16-000062-CI-7; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with a Legal item, Joseph Patner, Assistant City Attorney gave an update on the lawsuit styled Gary Bourland v. City of St. Petersburg, Case No. 14-6249-CI. No action was taken.

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In connection with Legal items, Ken MacCollom, Assistant City Attorney gave an update on the lawsuits styled Angela Vazquez v. City of St. Petersburg, Case No. 15-000020-CI and Carolanne Marie Niblack v. City of St. Petersburg, Case No. 16-62-CI-7. No action was taken.

In connection with a Legal item, City Attorney Jacqueline Kovilaritch announced an Attorney-Client Session, pursuant to Florida Statute 286.011(8), to be held on November 3, 2016 at 10:00 a.m. or soon thereafter, in conjunction with the lawsuit styled City of St. Petersburg, Florida v. BP Exploration & Production, Inc.; BP America Production Company; BP P.L.C.; Transocean Ltd.; Transocean Offshore Deepwater Drilling, Inc.; Transocean Deepwater, Inc.; Transocean Holdings, LLC; Triton Asset Leasing GMBH; Halliburton Energy Services, Inc.; and Sperry Drilling Services, a Division of Halliburton Energy Services, Inc., Case No. 8:13-cv-01014-EAK-AEP.

Chair Foster recessed the meeting at 4:01 p.m. for a short break.

Chair Foster reconvened the meeting at 4:17 p.m.

In connection with a new business item presented by Councilmember Lisa Wheeler-Bowman, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request that the City Attorney's Office request an opinion from the Florida Attorney General as to whether passing a resolution expressing support of, or opposition to, proposed state or federal legislation regulating firearms or ammunition would violate the provisions of Florida Statute 790.33.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with a new business item presented by Vice-Chair Darden Rice, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Energy, Natural Resources and Sustainability Committee for consideration to consider a discussion regarding a new business item to ban smokeless tobacco (i.e., chewing tobacco) at Tropicana Field and ticketed games in the City.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

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In connection with a new business item presented by Councilmember Steve Kornell, Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jim Sweeny, 4830 Osprey Drive South #606, spoke in support of the new business item.
2. Dana Battle, 2130 9<sup>th</sup> Avenue South, spoke in support of the new business item.
3. Lorielle J. Hollaway, 300 8<sup>th</sup> Street North #802, spoke in support of the new business item.
4. Carla Bristol, 909 22<sup>nd</sup> Street South, spoke in support of the new business item.
5. Carl Lavender, 2448 14<sup>th</sup> Avenue, spoke in support of the new business item.
6. Lynnette Hardy, 2491 Quebec Avenue South, spoke in support of the new business item.
7. Betty Harden, 5108 Brittany Drive, spoke in support of the new business item.
8. Lewis Stephens, Jr., 1919 44<sup>th</sup> Street South, spoke in support of the new business item.
9. Llani O'Connor, spoke in support of the new business item.
10. Terri L. Scott, 2240 9<sup>th</sup> Avenue South, spoke in support of the new business item.

Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider a discussion regarding making the Manhattan Casino the new home of the Dr. Carter G. Woodson African American Museum.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

Chair Foster recessed the meeting at 5:26 p.m. for a dinner break.

Chair Foster reconvened the meeting at 6:08 p.m.

In connection with a new business item presented by Vice-Chair Rice, Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Arden Katcha, spoke in favor of the new business item.
2. Martha Collins, 17<sup>th</sup> Avenue Northeast, spoke in favor of the new business item.
3. William Ward, 606 Riviera Dunes Way, Palmetto, spoke in favor of the new business item.
4. Justin Bloom, spoke in favor of the new business item.

Councilmember Rice moved with the second of Councilmember Kennedy that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to Administration for consideration to consider setting at minimum two public hearings to allow input and to answer the public's questions as part of the process of drafting the final Consent Decree Order OGC File No. 16-1280 with Florida DEP regarding issues associated with waste water discharges from the Collections Systems and Water Reclamation Facilities owned and operated by the City of St. Petersburg.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with public hearings, Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2016-485 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1570; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

2016-486 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1216 ("SEC 1216") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2016-487 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 442 ("DMO NO. 442") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Kornell.

In connection with public hearings, the Clerk read the title of proposed Ordinance 1086-V. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1086-V entitled:

**PROPOSED ORDINANCE NO. 1086-V**

AN ORDINANCE APPROVING A VACATION OF AN APPROXIMATELY TEN (10) FOOT PORTION OF 60TH STREET SOUTH RIGHT-OF-WAY LYING BETWEEN CENTRAL AVENUE AND 1ST AVENUE SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Kornell.

In connection with public hearings, the Clerk read the title of proposed Ordinance 1087-V. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1087-V entitled:

**PROPOSED ORDINANCE NO. 1087-V**

AN ORDINANCE APPROVING A VACATION OF RIGHTS-OF-WAY AND EASEMENTS AS DEDICATED ON SECTION "D" FLORIDA RIVIERA PLAT NO. 5 AS RECORDED IN PLAT BOOK 17, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING WITHIN LOTS 23 AND 24; BLOCK 3; LOCATED NORTHWEST OF THE INTERSECTION OF SNUG HARBOR ROAD AND PLAZA COMERCIO; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Kornell.

In connection with public hearings, the Clerk read the title of proposed Ordinance 245-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

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Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 245-H entitled:

**PROPOSED ORDINANCE NO. 245-H**

AN ORDINANCE AMENDING SECTION 2-242 RELATING TO APPROVAL AUTHORITY; PROVIDING THAT PURCHASES AND CONTRACTS FOR SUPPLIES, SERVICES AND CONSTRUCTION FOR MORE THAN \$50,000 SHALL REQUIRE CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. Kornell.

In connection with public hearings, the Clerk read the title of proposed Ordinance 246-H. Derek Kilborn, Urban Planning and Historic Preservation Division Manager gave a presentation to Council regarding proposed Ordinance 246-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council defer Section 27 of proposed Ordinance 246-H.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

Councilmember Rice moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council strike Section 29 of proposed Ordinance 246-H.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 246-H entitled:

**PROPOSED ORDINANCE NO. 246-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR THE AMENDMENT OF THE ST. PETERSBURG CITY CODE LAND DEVELOPMENT REGULATIONS; AMENDING THE DRUG STORE OR PHARMACY LAND USE WITHIN THE IC/I (INSTITUTIONAL CENTER/INSTITUTIONAL) ZONING CATEGORY; CORRECTING THE MAXIMUM DEVELOPMENT POTENTIAL WITHIN THE CCI-1 (CORRIDOR COMMERCIAL TRADITIONAL) ZONING CATEGORY ACTIVITY CENTER; DELETING THE CCS-3 (CORRIDOR COMMERCIAL SUBURBAN) ZONING CATEGORY; CORRECTING ADMINISTRATIVE APPROVAL PROCEDURES FOR BUILDING SETBACKS WITHIN THE NS(NEIGHBORHOOD SUBURBAN) ZONING CATEGORIES; CORRECTING HOTEL DENSITY WITHIN THE CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL) ACTIVITY CENTER; AMENDING LANGUAGE AND FLORIDA STATUTE REFERENCE PERTAINING TO THE FORECLOSURE OF LIENS; CLARIFYING EXTERIOR LIGHTING REQUIREMENTS; AMENDING SHARED PARKING RATIOS; ADDING A PARKING REDUCTION FOR WORKFORCE AND AFFORDABLE HOUSING; AMENDING THE VEHICLE STACKING REQUIREMENT FOR STRUCTURED PARKING; AMENDING DIGITAL OR ELECTRONIC MESSAGE CENTER SIGN REGULATIONS WITHIN THE NEIGHBORHOOD AND CORRIDOR RESIDENTIAL ZONING CATEGORIES; AMENDING LARGE FACILITY SIGN REGULATIONS TO PERMIT SPONSOR SIGNS; AMENDING SEPARATION REQUIREMENTS FOR COMMUNITY RESIDENTIAL HOMES; ADDING COVERAGE REQUIREMENTS FOR THE OUTDOOR STORAGE OF TIRES; ADDING ACCOMMODATION FOR LOW POWER FM RADIO; CLARIFYING THE PROHIBITION AGAINST FRACKING AMENDING THE QUALIFICATIONS FOR EXEMPTION WHERE BUILDING DEMOLITION WILL IMPACT A POTENTIALLY ELIGIBLE LOCAL LANDMARK; ADDING PROCEDURES FOR TARGET EMPLOYMENT CENTER (TEC) OVERLAY; DELETING THE PARKING VARIANCE PROHIBITION FOR REINSTATEMENT; DELETING THE ADDRESS REQUIREMENT FOR DOCKS; DELETING REFERENCES TO THE DOME INDUSTRIAL PARK REDEVELOPMENT PLAN; MAKING INTERNAL LANGUAGE TABLES AND CHARTS CONSISTENT;

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CODIFYING INTERPRETATIVE LANGUAGE AND CLARIFICATIONS; CORRECTING TYPOGRAPHICAL, GRAMMATICAL AND SCRIVENERS ERRORS; REMOVING OBSOLETE LANGUAGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading as amended.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. None. Absent. None.

In connection with the first reading and first public hearings portion of the agenda, the Clerk read the title of proposed Ordinances 726-L and 755-Z. Derek Kilborn, Urban Planning and Historic Preservation Division Manager gave a presentation to Council regarding proposed Ordinances 726-L and 755-Z. Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. James M. King, 1401 42<sup>nd</sup> Avenue North, spoke in support of the proposed Ordinances.
2. Nina Light, 940 42<sup>nd</sup> Avenue North, spoke in support of the proposed Ordinances.
3. Fonda Sabin, 1201 45<sup>th</sup> Avenue North, spoke in support of the proposed Ordinances.
4. Kate Finberg, 4114 11<sup>th</sup> Street North, spoke in support of the proposed Ordinances.
5. Peter B. Wells, 1311 Monticello Boulevard North, spoke in support of the proposed Ordinances.
6. Lisa Wells, 1311 Monticello Boulevard North, spoke in support of the proposed Ordinances.
7. Martha Banspach, 4140 14<sup>th</sup> Street North, spoke in support of the proposed Ordinances.
8. Bill Foster, 560 1<sup>st</sup> Avenue North, spoke in support of the proposed Ordinances.
9. Edward Amley, 1250 Monticello Boulevard North, spoke in support of the proposed Ordinances.

The following person(s) were present but did not wish to speak:

1. Rose Reed Morris, 1338 45<sup>th</sup> Avenue North, was in support of the proposed Ordinances.
2. Howard Finberg, 4114 11<sup>th</sup> Street North, was in support of the proposed Ordinances.
3. James Slattery, 1145 45<sup>th</sup> Avenue North, was in support of the proposed Ordinances.
4. Matt Davenport, 925 Monticello Boulevard, was in opposition to the proposed Ordinances.

5. Ross Canglla, 1219 45<sup>th</sup> Avenue North, was in support of the proposed Ordinances.
6. Sara C. Wallace, 1338 Monticello Boulevard North, was in support of the proposed Ordinances.
7. Margaret Amley, 1250 Monticello Boulevard North, was in support of the proposed Ordinances.
8. David C. Markwood, 1435 42<sup>nd</sup> Avenue North, was in support of the proposed Ordinances.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 19, 2017 as the second public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 726-L**

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF PROPERTIES IN ATTACHED "EXHIBIT A" GENERALLY BOUNDED BY 12<sup>TH</sup> STREET NORTH, 15 STREET NORTH, 42<sup>ND</sup> AVENUE NORTH, AND 45<sup>TH</sup> AVENUE NORTH, FROM PLANNED REDEVELOPMENT – RESIDENTIAL TO RESIDENTIAL URBAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**PROPOSED ORDINANCE NO. 755-Z**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF PROPERTIES IN ATTACHED "EXHIBIT A," GENERALLY BOUNDED BY 12<sup>TH</sup> STREET NORTH, 15<sup>TH</sup> STREET NORTH, 42<sup>ND</sup> AVENUE NORTH, AND 45<sup>TH</sup> AVENUE NORTH, FROM NT-1 (NEIGHBORHOOD TRADITIONAL -1) TO NS-1 (NEIGHBORHOOD SUBURBAN – 1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2016-488     A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the first reading and first public hearings portion of the agenda, the Clerk read the title of proposed Ordinance 221-H. Derek Kilborn, Urban Planning and Historic Preservation Division Manager gave a presentation to Council regarding proposed Ordinance 221-H. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 221-H entitled:

**PROPOSED ORDINANCE NO. 221-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; CREATING THE NEIGHBORHOOD PLANNED UNIT DEVELOPMENT-3 (NPUD-3), ZONING DISTRICT; PROVIDING FOR MINIMUM LOT SIZE, MAXIMUM INTENSITY, AND BUILDING SETBACKS; PROVIDING FOR INCLUSION OF THE NPUD-3 DESIGNATION IN THE ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES MATRIX AND THE USE PERMISSIONS, PARKING REQUIREMENTS AND ZONING MATRIX; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Wheeler-Bowman. Nays. Kornell.  
Absent. Rice.

The Clerk administered the oath to those present wishing to present testimony in connection with the quasi-judicial proceeding.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinances 724-L and 754-Z. A presentation was made by Derek Kilborn, Urban Planning and Historic Preservation Division Manager regarding proposed Ordinances 724-L and 754-Z. Chair Foster asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 724-L and 754-Z entitled:

**PROPOSED ORDINANCE NO. 724-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 NORTHEAST CORNER OF DR. MARTIN LUTHER KING JR. STREET SOUTH AND 6TH AVENUE SOUTH, AT 556 DR. MARTIN LUTHER KING JR. STREET SOUTH, FROM INSTITUTIONAL/ACTIVITY CENTER TO PLANNED REDEVELOPMENT MIXED-USE/ACTIVITY CENTER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**PROPOSED ORDINANCE NO. 754-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 NORTHEAST CORNER OF DR. MARTIN LUTHER KING JR. STREET SOUTH AND 6TH AVENUE SOUTH, AT 556 DR. MARTIN LUTHER KING JR. STREET SOUTH, FROM ICI (INSTITUTIONAL CENTER/INSTITUTIONAL) TO CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. Kornell. Absent. None.

Councilmember Nurse moved with the second of Councilmember Montanari that the following resolution be adopted:

2016-489      A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Montanari. Nurse. Rice. Wheeler-Bowman. Nays. Kornell. Absent. None.

The Chair recessed the meeting at 7:49 p.m. for a short break.

The Chair reconvened the meeting at 8:04 p.m.

The Clerk administered the oath to those present wishing to present testimony in connection with the quasi-judicial proceeding.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 098-HL. Dr. Larry Frey, Urban Planning and Historic Preservation Department gave a presentation to Council regarding proposed Ordinance 098-HL (City File HPC 15-90300001). Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Renee Long, 215 Central Avenue #2F, spoke in support of the proposed Ordinance.
2. Patrick Green, 200 4<sup>th</sup> Avenue South #216, spoke in support of the proposed Ordinance.
3. Gina Driscoll, 644 4<sup>th</sup> Avenue South, spoke in support of the proposed Ordinance.
4. Danielle Amico, spoke in opposition to the proposed Ordinance.
5. Anthony Amico, spoke in opposition to the proposed Ordinance.
6. Al Bobelis, 277 Central Avenue, spoke in opposition to the proposed Ordinance.
7. Janet Dunne, 300 Beach Drive NE #207, spoke in opposition to the proposed Ordinance.
8. David Giorgione, spoke in opposition to the proposed Ordinance.
9. Lori Burke, 305 15<sup>th</sup> Avenue NE, spoke in opposition to the proposed Ordinance.
10. Emily Elwyn, 836 16<sup>th</sup> Avenue NE, spoke in support of the proposed Ordinance.
11. Robin Reed, 705 16<sup>th</sup> Avenue NE, spoke in support of the proposed Ordinance.
12. Irma Wehle, 1935 Bonita Way South, spoke in support of the proposed Ordinance.
13. Francis King, 222 7<sup>th</sup> Avenue North, spoke in support of the proposed Ordinance.
14. Peter Bellmont, expressed his concerns regarding the proposed Ordinance.
15. Dan Harvey, Jr., 1425 Central Avenue, spoke in opposition to the proposed Ordinance.

16. Jeff Danner, 2351 Dartmouth Avenue, expressed his concerns regarding the proposed Ordinance.
17. Bill Griffin, spoke in opposition to the proposed Ordinance.
18. Ryan Griffin, spoke in opposition to the proposed Ordinance.
19. Jason Brazelton, spoke in opposition to the proposed Ordinance.
20. Bill Foster, 560 1<sup>st</sup> Avenue North, spoke in opposition to the proposed Ordinance.

Chair Foster recessed the meeting at 9:57 p.m. for a short break.

Chair Foster reconvened the meeting at 10:04 p.m. and continued with the quasi-judicial proceeding.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 098-HL entitled:

**PROPOSED ORDINANCE NO. 098-HL**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING BLOCK 25 (LOCATED BETWEEN CENTRAL AVENUE AND 1<sup>ST</sup> AVENUE NORTH, AND 2<sup>ND</sup> STREET NORTH AND 3<sup>RD</sup> STREET NORTH) AS A LOCAL LANDMARK DISTRICT AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kornell. Rice. Nays. Kennedy. Montanari. Nurse. Wheeler-Bowman. Absent. None. The motion failed.

In connection with a new business item presented by Councilmember Ed Montanari, Chair Foster asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Mario Faria, 210 14<sup>th</sup> Avenue South, spoke in support of the proposed resolution.

Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2016-490 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA EXPRESSING SUPPORT FOR MAKING THE CITY OF ST. PETERSBURG THE WINTER HOME OF THE TALL SHIP LYNX; REQUESTING ADMINISTRATION TO ENGAGE IN DISCUSSIONS WITH THE LYNX EDUCATION FOUNDATION IN AN EFFORT TO ESTABLISH THE CITY OF ST. PETERSBURG AS THE WINTER HOME OF THE TALL SHIP LYNX, SUBJECT TO ALL REQUIRED APPROVALS AND AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Co-Sponsored Events Subcommittee report, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-491 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING 97X BBQ (VINOY PARK) AND EXTREME MUDWARS (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38 (D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED AND/OR CONSUMED AT THEIR RESPECTIVE VENUES, DURING THEIR EVENTS AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

In connection with the Co-Sponsored Events Subcommittee report, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-492 A RESOLUTION WAIVING THE SIX MONTH REQUIREMENT OF SECTION "D" OF RESOLUTION NO. 2000-562, AND PAYMENT OF THE WAIVER FEE REQUIRED BY CITY COUNCIL RESOLUTION NO. 2009-353 AS TO HALL OF FAME FOUNDATION, INC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

10/20/2016

In connection with the Co-Sponsored Events Subcommittee report, Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2016-493      A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2017; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY SIDELINE APPARREL, INC., COX MEDIA, LLC, D & M PROMOTIONS INC., ACTIVE ENDEAVORS, INC. CARSON INTERNATIONAL, INC. AND LIVE NATION WORLDWIDE, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Foster. Gerdes. Kennedy. Kornell. Montanari. Nurse. Rice. Wheeler-Bowman.  
Nays. None. Absent. None.

10/20/2016

# CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda A October 20, 2016

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

1. ~~Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of \$3,300,000 for FY 2017. [MOVED TO REPORTS AS ITEM E-5]~~
2. ~~Accepting a proposal from Community Champions Corporation for foreclosure registry services for the Codes Compliance Assistance Department at an estimated annual fee of \$404,500 for a total contract amount of \$1,213,500. [MOVED TO REPORTS AS ITEM E-8]~~
3. Renewing a blanket purchase agreement with Johnson Controls, Inc. for an HVAC service agreement for the Real Estate and Property Management Department at an estimated cost of \$135,440, for a total contract amount of \$695,038.

2016-460

# CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda B October 20, 2016

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

- 2016-461 1. Awarding three-year blanket purchase agreements to Apollo Construction & Engineering Services, Inc. and Ross Plumbing & Heating, Inc. for plumbing services and repairs at an amount not to exceed \$420,000.
- 2016-462 2. Awarding a three-year blanket purchase agreement to Wurth USA Inc. for fastener replenishment services at an amount not to exceed \$405,000.
- 2016-463 3. Awarding a contract to Gibson Air Conditioning & Refrigeration, LLC in the amount of \$393,260.00 for the Leisure Services Complex HVAC Project; rescinding unencumbered appropriations (\$61,500) from the Recreation Center Improvements FY16 Project (15095) of the Recreation and Culture Capital Improvement Fund (3029) to the City Facilities Capital FY16 Fund (3031); approving a supplemental appropriation in the amount of \$61,500 from the increase in the unappropriated balance of the City Facilities Capital FY16 Fund (3031), resulting from this rescission to the Leisure Services Complex HVAC Project (Engineering Project No. 12221-219; Oracle Project No. 15117).
- 2016-464 4. Accepting a proposal from The Howard E. Nyhart Company, Inc. (Nyhart) for actuarial services for pension programs and other postemployment benefits for the Human Resources Department at an estimated annual cost of \$117,560 for a total contract amount of \$352,680.
5. ~~Accepting a proposal from Gallagher Benefit Services, Inc. for employee benefits consulting services for the Human Resources Department at an estimated annual cost of \$95,000 for a total contract amount of \$285,000. [MOVED TO REPORTS AS E-6]~~
- 2016-465 6. Awarding a three-year purchase agreement to Hach Company, a sole source supplier, for laboratory supplies, equipment repair and chemicals for the Water Resources Department at an estimated amount of \$285,000.
- 2016-466 7. Approving a three-year agreement with Motorola Solutions Inc., a sole source provider, for maintenance of communication consoles for the Police Department at total contract amount of \$236,000.

- 2016-467 8. Renewing a blanket purchase agreement with Ameron International Corporation for street lighting poles for the Public Works Administration at an amount not to exceed of \$50,000 for a total contract amount of \$200,000.
- 2016-468 9. Approving a three-year agreement with Municipal Emergency Services Inc., a sole source provider, for an online training database and learning management system for Fire Rescue for a total contract amount of \$81,567.
- 2016-469 10. Awarding a blanket purchase agreement with Florida Bullet Inc., a sole source supplier, for ammunition for the Police Department at an amount not to exceed \$75,000.
- 2016-470 11. Awarding a three-year blanket purchase agreement to Coca-Cola Beverages Florida for sports drinks at an amount not to exceed \$60,000.
12. ~~Awarding a two-year blanket purchase agreement with Emergency Communications Network LLC, for an emergency notification system and related support services for the Police Department for a total contract amount of \$50,000. [DELETED]~~
13. ~~Approving the Repetitive Loss Area Analysis documents that evaluate the flooding hazards within the most severely flooded areas of the City of St. Petersburg; and providing an effective date. [MOVED TO REPORTS AS E-10]~~
- 2016-471 14. Approving an agreement between the City and Advantage Village Academy, Inc. (in conjunction with SCLC of Pinellas County) that provides up to \$35,000 of City support for a MLK Family Festival to be held in the parking lots of Tropicana Field.
- 2016-472 15. Granting Habitat for Humanity of Pinellas County, Inc. an exception to the requirement that a property must be located within the Southside Community Redevelopment Area contained in the 2015 Special Assessment Lien Modification Program, Option "D", for the removal of principal and interest on special assessment liens subject to a Development Agreement for Release of Special Assessment Liens for a property located at 5027 – 4th Avenue South, St. Petersburg.
- 2016-473 16. Authorizing the Mayor, or his Designee, to execute an Agreement with Main Street Wheel Works, LLC d/b/a Wheel Fun Rentals terminating the License Agreement for conducting a wheel rental business.
- 2016-474 17. Authorizing the Mayor or his designee to accept the Foundation for a Healthy St. Pete – Community Resource Bus Grant in the amount of \$66,100 from the State of Florida Department of Health and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$66,100 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department.
18. ~~Acknowledging the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.;~~

10/20/2016

~~HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects for the City of St. Petersburg (City); authorizing the Mayor or his designee to execute the City's standard form architect/engineering agreement. [DELETED]~~

2016-475

19. Approving the City Council minutes of September 8, September 15, and September 22, 2016 City Council meetings.

There being no further business, Chair Foster adjourned the meeting at 11:02 p.m.

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Amy Foster, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST: \_\_\_\_\_  
Chan Srinivasa, City Clerk