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

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

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

If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

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

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:

Firefighter Abner L. Daughtry - March 4, 1954

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. Awards and Presentations

1. Memorial Tribute for Frances Stavros

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

Public Hearings

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

1. Ordinance 1091-V approving a vacation of a 30-foot wide ingress/egress easement as dedicated by the Hollywood Park Subdivision First Addition Plat as recorded in Plat Book 74, Page 33, Public Records of Pinellas County, Florida. (City File 16-33000012)

2. Ordinance 260-H in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement (JPA) for the Taxiway C Rehab Project (Project #15120), to be executed by the City, as a requirement
for receipt of Florida Department of Transportation (FDOT) funds (Grant) including but
not limited to the Aviation Program Assurances (Grant Assurances), 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; authorizing the Mayor or his designee to accept the
Grant in an amount not to exceed $19,600; authorizing the Mayor or his designee to
execute all documents necessary to effectuate this Ordinance; providing an effective date;
and providing for expiration.

3. Ordinance 261-H in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter,
authorizing the restrictions contained in the Joint Participation Agreement (JPA) for the
Taxiway C South Ramp Project (Project #15617), to be executed by the City, as a
requirement for receipt of Florida Department of Transportation (FDOT) funds (Grant)
including but not limited to the Aviation Program Assurances (Grant Assurances), 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; authorizing the Mayor or his designee to accept
the Grant in an amount not to exceed $308,000; authorizing the Mayor or his designee to
execute all documents necessary to effectuate this Ordinance; providing an effective date;
and providing for expiration.

4. Ordinance 262-H calling a special election for May 2, 2017, for the purpose of holding a
referendum regarding an agreement, with a term not exceeding 25 years and under certain
conditions, for Al Lang Field to be used for the primary but not sole purpose of providing
a home field for a Major League Soccer expansion team; authorizing the City Council to
approve such an agreement following approval of the referendum by a majority vote;
providing the referendum ballot title and summary; directing the City Clerk to provide
notice of the special election; making findings; and providing an effective date.

5. Ordinance 263-H amending Section 21-38(d) of the St. Petersburg City Code, allowing
the consumption and sale of beer and wine Williams Park and Elva Rouse Park when
activities are sponsored or co-sponsored by the City or which have received a park permit
or other approval from the City. [DELETED]

6. Ordinance 1090-V approving a vacation of street and alley rights-of-way generally located
between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street
South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue
South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-
foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue
South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the
block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between
22nd Street South and 24th Street South, a portion of Fairfield Avenue South between
22nd Street South and 23rd Street South a portion of 7th Avenue South between 22nd
Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue
South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South
located between 23rd Street South and by Interstate 275 and 24th Street South. (City File
16-33000015)

F. Reports

1. STAR Communities Results Report
2. Approving a First Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building Inc. ("Skanska") dated July 13, 2015, for Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for total preconstruction phase services not to exceed $871,200) for the new pier; authorizing the Mayor or his designee to execute the First Amendment and all other necessary documents.

3. Approving a Multi-Year Funding Agreement between the City of St. Petersburg and St. Pete Pride, Inc.

4. Resolution approving the Grant Agreement with the Greater St. Petersburg Area Economic Development Corporation (EDC), for its funding and operation, and committing the City's investment of $100,000, for a four year term. [DELETED]

5. A resolution approving an Amended and Restated Agreement between the City of St. Petersburg, Florida ("City") and Wenger Corporation ("Wenger") to remove fabrication of the forestage canopy, expand Wenger’s duties to include the installation of the orchestra shell, increase to contract price by an amount not to exceed $744,152 (for a total contract price not to exceed $1,494,152), modify certain provisions and add additional provisions; authorizing the City Attorney’s office to make non-substantive changes to the Amended and Restated Agreement; authorizing the Mayor or his designee to execute the Amended and Restated Agreement and all other documents necessary to effectuate this transaction; and providing an effective date. (Engineering Project No. 15218-019; Oracle No. 14661).

6. Sewer Report

   (a) A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-06-KHA/T to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water Reclamation Facility (SWWRF) Access Improvements Traffic Study; approving a supplemental appropriation in the amount of $96,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the SW Access Improve FY17 Project (Engineering Project No. 17064-111; Oracle No. 15967).

   (b) A resolution acknowledging the selection of the Haskell Company ("Haskell") as the most qualified firm to provide construction manager services for the Southwest Water Reclamation Facility improvements; authorizing the Mayor or his designee to negotiate an the construction manager contract ("Contract") with Haskell for construction manager services for the Southwest Water Reclamation Facility improvements, which contract is subject to City Council approval.

7. Accepting the bid from R. Krueger Construction, Inc., for the Northwest Pool Bathhouse Renovations Project, in the amount of $308,096; rescinding unencumbered appropriations in the amount of $240,000, from the Swimming Pool Improvement FY17 project (15653) in the Recreation and Culture Capital Improvement Fund (3029) and $120,000 from the City Facility Roof/Waterproof FY16 project (15115) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $240,000 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) and a supplemental appropriation in the amount of $120,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from these rescissions to the Northwest Pool Bathhouse Renovations Project.
8. Accepting a proposal from Perfect Settings, Inc., a sole source supplier, for replacement and repairs of water slides at various locations for the Parks and Recreation Department, at a total cost of $95,000.

9. Public Arts Commission - (Oral) (Councilmember Kornell)

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

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

Setting March 16, 2017 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving owner-initiated listing of the “700 Block of 18th Avenue Northeast District,” located between Walnut Street Northeast and Elm Street Northeast, as a local historic district in the St. Petersburg Register of Historic Places. (City File HPC 16-90300008)

2. Ordinance approving a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly’s Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. (City File 16-33000018)

3. Ordinance approving a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South. (City File 16-33000022)

H. New Business

1. Requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Visit Florida. (Councilmember Gerdes)

(a) A resolution opposing proposed legislation which would abolish Visit Florida or substantially decrease funding to Visit Florida; urging the Pinellas County Delegation to oppose legislation which would abolish Visit Florida or substantially decrease funding to Visit Florida; instructing the City Clerk to transmit the resolution to certain persons and entities.

2. Requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Enterprise Florida. (Councilmember Gerdes)

(a) A resolution opposing proposed legislation which would abolish Enterprise Florida; urging the Pinellas County Delegation to oppose legislation which would abolish Enterprise Florida; instructing the City Clerk to transmit this resolution to certain persons and entities.

3. Requesting Administration provide a report to City Council on the status of Tangerine Plaza. (Councilmember Montanari)
4. **Requesting Administration provide a report to City Council on the status of the Manhattan Casino. (Councilmember Montanari)**

5. **Requesting Council's support for a Resolution to oppose or support certain legislation amending section 790.06(12)(a), Florida Statutes; urging the Pinellas County delegation to oppose or support certain legislation. (Vice-Chair Wheeler-Bowman)**

   (a) A resolution opposing proposed legislation which would remove Florida’s prohibition preventing concealed carry licensees from openly carrying their handguns or carrying concealed weapons and firearms inside City Council meetings, schools, career centers, college or university facilities and airport passenger terminals; supporting proposed legislation prohibiting concealed carry licensees from openly carrying their handguns or carrying concealed weapons and firearms inside theaters; urging the Pinellas County Delegation to oppose or support certain legislation; instructing the City Clerk to transmit this resolution to certain persons and entities.

6. **Requesting Council's support for a Resolution supporting proposed legislation prohibiting the sale, transfer or possession of an assault weapon or large-capacity ammunition magazine. (Councilmember Kennedy)**

   (a) A resolution supporting SB 254, HB 167 and similar legislation limiting the sale or transfer of assault weapons or high capacity ammunition magazines; urging the Pinellas County Delegation to support certain legislation; instructing the City Clerk to transmit this resolution to certain persons and entities.

7. **Requesting an amendment to the City Council Policy and Procedure Manual Chapter 3, Section I, adding a new Subsection F and renumber of remainder of Section I. (Chair Rice)**

8. **Private Laterals Pilot Rebate Program (Councilmember Kornell)**

I. **Council Committee & Intergovernmental Reports**

1. **Co-Sponsored Events Committee (2/2/17)**

   (a) An Ordinance amending Section 21-38(d) of the St. Petersburg City Code, allowing the consumption and sale of beer and wine Williams Park and Elva Rouse Park when activities are sponsored or co-sponsored by the City or which have received a park permit or other approval from the City.

   (b) A resolution in accordance with City Code Section 21-38(d) exempting Rebolution Fest (Vinoy Park) and Reggae Rise Up (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at their respective venues, during their events as set forth herein.

   (c) 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 Childhood Apraxia of Speech Association of North America authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
(d) A resolution approving events for co-sponsorship in name only by the City for FY2018; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Design Ofresco Corp, Beach Drive Events, LLC., Paragon Fine Arts Festivals Inc., Local Shopper LLC., and Yachting Promotions, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(e) A resolution in accordance with City Code Section 21-38(d) exempting Chillounge Night (North Straub Park), St. Pete Wine and Food (North Straub Park), Ribfest (Vinoy Park) and St. Pete Power and Sailboat Show (Albert Whitted 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.

(f) 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 University of South Florida Foundation, Inc. authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(g) A resolution approving events for co-sponsorship in name only by the City for FY17; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Active Endeavors, Inc.; We Are Concerts LLC.; One More Rep Sports Performance and Weight Loss, LLC.; Wanderlust Festivals, LLC.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

2. Energy, Natural Resources & Sustainability Committee (2/9/17)

3. Committee of the Whole: Police Headquarters Update (2/16/17)

4. Housing Services Committee (2/16/17)

(a) Authorizing the Mayor or his designee to: 1) convey 2 vacant City-owned NSP-3 lots located at 807 14th Avenue South and 4119 13th Avenue South for $1 each to Bright Community Trust, Inc. as trustee of the Pinellas County Housing Program Land Trust Single Family 1, dated June 1, 2010 (BCT) for the purpose of using the properties for the implementation of the BCT Rental Program; 2) convey the City-owned NSP-3 constructed home located at 868 15th Avenue South to BCT for the appraised value of $90,000 for use for the BCT Rental Program; 3) convey 2 City-owned NSP-1 vacant lots located at 2660 3rd Avenue South and 931 57th Avenue North to BCT for $1 each for the purpose of using the properties for the implementation of the BCT Home Ownership Program; 4) negotiate and provide three 0% interest Neighborhood Stabilization Program (NSP) Developer Loans in the amount of $163,684 each ($491,052 cumulative) to BCT for the development of new single family homes on 3 of the 4 City owned vacant NSP lots conveyed to BCT, and 5) negotiate and provide a 0% interest $90,000 forgiven loan for acquisition of the City-owned NSP-3 constructed home located at 868 15th Avenue South to BCT, subject to compliance with all of the applicable NSP-1 and NSP-3 program guidelines in order to provide long term affordability of the properties; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions.
(b) A resolution extending the deadline for closing imposed by the Termination Agreement between the City of St. Petersburg, Florida, and Jordan Park Development Partners, LTD., that was approved by City Council on December 1, 2016; and authorizing the Mayor or his designee to execute the Termination Agreement with such a modification.

5. **Budget, Finance & Taxation Committee (2/9/17 and 2/23/17)**

6. **Public Services & Infrastructure Committee (2/9/17 and 2/23/17)**

7. **Land Use & Transportation - (Oral) (Chair Rice)**

   (a) Forward Pinellas

   (b) Tampa Bay Transportation Management Area (TBTMA) (Councilmember Kennedy)

   (c) MPO Action Committee

   (d) PSTA - (Chair Rice)

   (e) Tampa Bay Area Regional Transportation Authority (TBARTA) - (Chair Rice)

J. **Legal**

1. Retainer Agreement with Manson-Bolves Donaldson Varn, PA in the amount of $75,000.

2. Funding and agreements required to carry out special election and referendum that may be called for May 2, 2017, regarding Al Lang Field

K. **Open Forum**

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

(Procurement)

1. Approving five-year blanket purchase agreements with Nubro, Inc., d/b/a Brodart Company, Midwest Tape, Baker & Taylor, and five other vendors for library books and related materials for the libraries, at an estimated annual amount of $717,000, for a combined total contract amount not to exceed $3,585,000. [DELETED]

2. Accepting a bid from Ajax Paving Industries of Florida LLC, for the Treasure Island Causeway Trail Project, in the amount of $1,102,912.40, (Engineering Project No. 13075-112; Oracle No. 14036); and providing an effective date. [DELETED]

3. Approving additional blanket purchase agreements to Everingham Electric, Inc. and P & L Electric, Inc., for City-owned street lighting for the Public Works Administration at a total amount not to exceed $914,000. [DELETED]
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the renewal of Microsoft Office licenses from SHI Inc. for the Department of Technology Services at an annual cost of $314,929.28. [DELETED]

2. Accepting the bid from R. Krueger Construction, Inc., for the Northwest Pool Bathhouse Renovations Project, in the amount of $308,096; rescinding unencumbered appropriations in the amount of $240,000, from the Swimming Pool Improvement FY17 project (15653) in the Recreation and Culture Capital Improvement Fund (3029) and $120,000 from the City Facility Roof/Waterproof FY16 project (15115) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $240,000 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) and a supplemental appropriation in the amount of $120,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from these rescissions to the Northwest Pool Bathhouse Renovations Project (Engineering/CID Project No. 16230-017; Oracle No. 15972); and providing an effective date. [MOVED TO REPORTS AS ITEM F-7]

3. Accepting the bid from Hodge Management, LLC, for the Coliseum Window Replacement Project, in the amount of $159,359 (Engineering Project No.15204-219, Oracle Project No.15113); and providing and effective date. [DELETED]

4. Accepting a proposal from Perfect Settings, Inc., a sole source supplier, for replacement and repairs of water slides at various locations for the Parks and Recreation Department, at a total cost of $95,000. [MOVED TO REPORTS AS ITEM F-8]

5. Rescinding an agreement with Disposall Inc. of Pinellas, and approving a blanket purchase agreement with Portable Sanitation of Tampa Inc. for the rental of portable toilets, for an annual amount of $30,000, and a total contract amount not to exceed $60,000. [DELETED]

(City Development)

6. Resolutions approving issuance of the historic property ad valorem tax exemption for the following properties and forwarding to the Pinellas County Board of County Commissioners.

   (a) The Lathrop Residence, located at 2601 3rd Avenue North. (City File AVT #16-90400001)
7. Authorizing the Mayor, or his designee, to execute a site access agreement with EnviroTrac Ltd. Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of soil boring sampling and monitoring well installation, if necessary, on a portion of City-owned Woodlawn Park. (Requires an affirmative vote of at least six (6) members of City Council).

8. Authorizing the Mayor, or his designee, to sell a ±3-acre portion of the unimproved City-owned South Pasco Wellfield to Tampa Bay Water for expansion of a water treatment facility and to grant two (2) easements to accommodate water transmission equipment to be installed in conjunction with the water treatment facility expansion, for the aggregate price of $83,400. Requires an affirmative vote of at least six (6) members of City Council.

9. A resolution 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. 142.02.

10. Authorizing the Mayor, or his designee, to execute a License Agreement with Doo’s Amazing Segway Tours, LLC, a Florida limited liability company, for conducting operations in conjunction with a Segway electric vehicle tour business for the general public within the Dolphin Parking Lot for a period of one (1) year for a monthly rent of $250.00. Requires an affirmative vote of at least six (6) members of City Council.

11. Authorizing the Mayor, or his designee, to execute a site access agreement with Applied Science & Engineering, Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of the installation of monitoring wells on the City-owned Mercy Hospital site.

12. Authorizing the Mayor, or his designee, to execute a Lease Agreement with Rony and Ellen M. Shubich, for use of the improved property located at 3100 - 66th Street North, St. Petersburg, to provide a temporary location for Fire Station No. 2; approving a transfer in the amount of $46,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the General Fund (0001); approving a supplemental appropriation in the amount of $46,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer, to the Fire Rescue Department, Suppression (150-1497).

13. Authorizing the Mayor, or his designee, to execute a License Agreement with the Tampa Bay Model Boat Association, Inc., a Florida not-for-profit corporation, for use of a designated portion of upland lying on the West side of City-owned Blue Heron Lake.
("Lake") situated on the East side of 16th Street North between approximately 105th Avenue North and 109th Avenue North, St. Petersburg, to engage in remote-controlled model boat racing activities on the Lake, for a period of three (3) years, at an aggregate use fee of $36.00.

(Public Works)

14. A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-06-KHA/T to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water Reclamation Facility (SWWRF) Access Improvements Traffic Study; approving a supplemental appropriation in the amount of $96,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the SW Access Improve FY17 Project (Engineering Project No. 17064-111; Oracle No. 15967) [MOVED TO REPORTS AS ITEM F-6(a)]

15. A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 14-03-LMA/MMP to the Architect/Engineering Agreement dated September 3, 2014 between the City of St. Petersburg and Landon, Moree & Associates, Inc., an amount not to exceed $21,500 (for a total Task Order, as amended amount not to exceed $190,000) for additional scientific and professional engineering services related to the New Transient Dock Facility in the Central Yacht Basin. (Engineering Project No. 16062-119; Oracle Project No. 15358)

(Appointments)

16. Confirming the reappointment of Gary G. Cornwell, Mark Chmielewski and Mark Waterbury as regular members with a two-year term ending March 31, 2019 to the Investment Oversight Committee.

17. Confirmation of Appointment of Eric Lynn as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

(Miscellaneous)

18. A resolution of the City Council of the City of St. Petersburg, Florida, (City Council) to be known as the Nya Flickinger Smoke-Free Playground Resolution; supporting legislation removing State preemption to allow municipalities and counties to restrict smoking in public outdoor spaces such as parks and playgrounds; or alternatively urging the Pinellas County Delegation to propose and support legislation prohibiting smoking at outdoor playgrounds, athletic facilities and fields and other outdoor public recreational facilities; instructing the City Clerk to transmit this resolution to certain persons and entities.

19. Approving the one-year agreement between Spark Branding House, Inc. (“Spark”) and the City of St. Petersburg, Florida for Spark to provide marketing services to promote the City’s arts and economic development sectors in an amount not to exceed $225,000; authorizing the Mayor or his designee to execute the agreement and all other necessary documents.
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, February 23, 2017, 8:00 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, February 23, 2017, 1:30 p.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, February 23, 2017, 2:00 p.m., Room 100*

**Committee of the Whole: South St. Pete CRA Grant Process; Penny for Pinellas**  
*Thursday, March 2, 2017, 3:00 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, March 9, 2017, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, March 9, 2017, 9:15 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, March 9, 2017, 1:30 p.m., Room 100*

**City Council Meeting**  
*Thursday, March 9, 2017, 3:00 p.m., Council Chamber*

**Committee of the Whole: Meadowlawn Community Garden; Residential LDR Update**  
*Thursday, March 16, 2017, 8:00 a.m., Room 100*

**Youth Services Committee**  
*Thursday, March 16, 2017, 10:30 a.m., Room 100*

**City Council Meeting**  
*Thursday, March 16, 2017, 3:00 p.m., Room 100*
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)

Nuisance Abatement Board
2 Alternate Members
(Terms expire 8/31/18 and 11/30/18)
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.
February 17, 2017

TO: The Honorable Members of City Council

SUBJECT: Memorial Tribute for Frances Stavros

PRESENTER: Mayor or City Administrator

SCHEDULE FOR COUNCIL ON:

   Agenda of MARCH 2, 2017

Rick Kriseman
Mayor
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 30-foot wide ingress/egress easement as dedicated by the Hollywood Park Subdivision First Addition Plat as recorded in Plat Book 74, Page 33, Public Records of Pinellas County, Florida (City File No.: 16-33000012).

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The Request: The request is to vacate a 30-foot wide public ingress/egress easement. The existing easement provides vehicular access from 4th Street North to the mobile home park that is west of the subject property. The applicant will dedicate a new private ingress/egress easement along the north and a portion of the west side of the subject property that will replace the easement that will be vacated. The applicant’s goal is to redevelop the subject.

Discussion:
As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject easement would be consistent with the criteria in the City Code and the Comprehensive Plan. Staff is recommending approval of the vacation to City Council, subject to the suggested special conditions in the proposed ordinance.

Agency Review:
The application was routed to all affected City departments and outside utilities for review and comment. No objections were expressed.

DRC Action/Public Comments:
On September 7, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation.
RECOMMENDATION:
The Administration recommends APPROVAL of the vacation of the ingress/egress easement, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement as depicted on the attached drawing ("Attachment B").
2. If the improvements are not made prior to the expiration of the vacation, the vacation is null and void.
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF A 30-FOOT WIDE INGRESS/EGRESS EASEMENT AS DEDICATED BY THE HOLLYWOOD PARK SUBDIVISION FIRST ADDITION PLAT AS RECORDED IN PLAT BOOK 74, PAGE 33, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following easement is hereby vacated as recommended by the Administration and the Development Review Commission:

A 30-foot wide ingress and egress easement as dedicated by the Hollywood Park Subdivision First Addition Plat as recorded in Plat Book 74, Page 33, Public Records of Pinellas County, Florida.

Section 2. The above-mentioned easement is not needed for public use or travel.

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

1. Prior to recording of the vacation ordinance, the applicant shall dedicate a new easement as depicted on the attached drawing ("Attachment B").
2. If the improvements are not made prior to the expiration of the vacation, the vacation is null and void.

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

LEGAL:  

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
VACATION OF INGRESS/EGRESS EASEMENT
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on September 7, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000012
PLAT SHEET: F-38

REQUEST: Approval of a vacation of a 30-foot wide ingress/egress easement as dedicated by the Hollywood Park Subdivision First Addition Plat as recorded in Plat Book 74, Page 33, Public Records of Pinellas County, Florida.

OWNER: Phoenix Triangle, LLC
PO Box 76267
Saint Petersburg, Florida 33734-6267

AGENT: Jonathan Dorman
StorCon Development
2106 Bispham Road #B
Sarasota, Florida 34231

ADDRESS: 7220 4th Street North; 30-30-17-40749-001-0010
7250 4th Street North; 30-30-17-40749-001-0020

LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Suburban-1 (CCS-1)
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 30-foot wide public ingress/egress easement. The existing easement provides vehicular access from 4th Street North to the mobile park that is west of the subject property. The area of the easement proposed for vacation is depicted on the attached map (Attachment "A"). The applicant's goal is to redevelop the subject property with a 3-story, 600-unit self-storage facility. The applicant will dedicate a new private ingress/egress easement along the north and a portion of the west sides of the subject property that will replace the easement that will be vacated ("Attachment B").

Analysis. Staff's review of a vacation application is guided by:
A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

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

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

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

The application was routed to all affected City departments and outside utilities for review and comment. No objections were expressed.

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

If this application is approved, no substantial detrimental effect upon access to another lot of record is anticipated.

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

The vacation, if approved, will not result in adverse impacts to the existing network. Allowing these easement to be vacated will facilitate redevelopment of the subject property with a new project that is consistent with the overall goals of the CCS-1 zoning district.
4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

The subject ingress/egress easement was dedicated to accommodate vehicular access to a mobile home park that is located west of the subject property. The applicant proposes to dedicate a new private easement that will continue to provide access to the mobile park.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

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

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public

The application was routed to all affected City departments and outside utilities for review and comment. No objections were expressed. No comments from the public have been received as of the date of this report.

RECOMMENDATION. Staff recommends APPROVAL of the proposed vacation of a 30-foot wide public ingress/egress easement. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement as depicted on the attached drawing ("Attachment B").

REPORT PREPARED BY:

[Signature]

COREY MALYSZKA, Urban Design & Development Coordinator
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

[Signature]

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division
HOLLYWOOD PARK SUBDIVISION
FIRST ADDITION

THE EAST 253.33 FT OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, LYING SOUTH OF GLENSIDE SUBDIVISION, ACCORDING TO PLAT BOOK 46, PAGE 55, PINELLAS COUNTY RECORDS, AND NORTH OF DIXIE TERRACE SUBDIVISION, ACCORDING TO PLAT BOOK 9, PAGE 83, PINELLAS COUNTY RECORDS, LESS THE EAST 53.33 FT FOR STREET PURPOSES

CITY OF ST. PETERSBURG
PINELLAS COUNTY
FLORIDA

LEGAL DESCRIPTION:
From the Southwest corner of Section 30, Township 30 South, Range 17 East, Pinellas County, Florida, run N.00°14'01"W., 1096.91 feet; thence N.89°55'40"W., 239.29 feet along the south line of GLENSIDE SUBDIVISION, as recorded in Plat Book 46 Page 55, Public Records of Pinellas County, Florida, to the Point of Beginning; thence continue N.89°55'40"W., along the south line of GLENSIDE Subdivision, 200.00 feet to the west right-of-way line of 4th Street North (State Road 687); thence S.00°09'44"W., 330.99 feet along said west right-of-way line of 4th Street North to the north line of DIXIE TERRACE Subdivision, as recorded in Plat Book 9, Page 83, Public Records of Pinellas County, Florida; thence S.89°55'32"W., along said north line of DIXIE TERRACE Subdivision, 200.00 feet; thence N.00°14'01"W., 330.99 feet to the Point of Beginning.

DEDICATION:
The undersigned hereby certifies that he is the owner of the above described property and that besides his interest therein, there are no other outstanding interests in said property, which would affect the use of the public therein, and that they dedicate all streets, easements, parks, and public places as shown on this plat to the use of the public in general. The party joining herein is Hal Lyons, owner.

Hal Lyons, Owner

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Hal Lyons to be known and known to me as the individual executing the foregoing certificate of dedication and acknowledged to me that he executed the same for the purposes set out therein. Witness my hand and official seal at Pinellas County, Florida, this 16th day of April, 1981.

My Commission expires: 1-22-85

R. P. Worshaver
Manager

APPROVED by the Manager of Zoning and Subdivisions of the City of St. Petersburg, Pinellas County, Florida, this 6th day of April, 1984.

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this 6th day of April, 1984.

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this 6th day of April, 1984, provided that this plat has been filed for record in the Fifth Court of the Circuit Court of Pinellas County, Florida, within six (6) months from the receipt of this approval.

City Clerk

C. Fred Deuel and Associates, Inc.
CONSULTING ENGINEERS LAND PLANNERS LAND SURVEYORS
BY PETERSBURG • HUDSON • DUNEFIELD • CLEARWATER
1. Bearings are based on the westerly right-of-way line of 4th Street North being S.00°09'44"W. per Plat Book 74, Page 33, Hollywood Park Subdivision First Addition.

2. There may be additional easements, restrictions, and/or matters not shown on this survey which may be found in the public records of this county.

3. This sketch and legal description is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

4. This is not a boundary survey.

**Sketch & Legal Description**

**Surveyor's Certificate**

I hereby certify that the survey depicted hereon was prepared under my responsible charge on the date(s) shown, and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.
Beginning at the Northwest corner of Lot 2, HOLLYWOOD PARK SUBDIVISION FIRST ADDITION, as recorded in Plat Book 74, Page 33, Public Records of Pinellas County, Florida; thence N.89°55'40"E., along the North line of said Lot 2, for 200.00 feet to the West right-of-way line of 4th Street North (State Road 687); thence S.00°09'44"W. along said right-of-way line, for 30.00 feet; thence S.89°55'40"W., departing said right-of-way and parallel to the North line of Lot 2, for 170.00 feet; thence S.00°09'44"W., parallel to the West line of Lot 2, for 125.05 feet; thence S.25°48'16"W., for 27.73 feet; thence S.89°55'40"W., parallel to the North line of Lot 2, for 18.00 feet to the West line of Lot 2; thence N.00°09'44"E. along the West line of Lot 2, for 180.00 feet to the Point of Beginning. Containing 10,350.27 square feet, more or less.
City of St. Petersburg Application for Easement Vacation
(Project Number 16-34000012)

PROJECT NARRATIVE

This narrative is provided to support the requested vacation and relocation of an existing ingress / egress easement located at 7220 4th Street North, between parcels 30-30-17-40749-001-0010 and 30-30-17-40749-001-0020. The easement was originally dedicated to the public as part of the plat for Hollywood Park Subdivision, First Addition (Plat Book 73, Page 33). While it currently bisects the two parcels, the easement and its driveway are proposed to be relocated to the north end of the property as part of the development of Budget Self Storage 4th Street, a proposed self storage facility which is currently under review by the City of St. Petersburg for a Special Exception (project number 16-32000013).

The easement currently serves the Hollywood Mobile Home Park, who has consented to its relocation by way of the "Amended, Restated, and Expanded Easement and Relocation Agreement" executed and recorded in 2014 (O.R. Book 18547, Page 1107) between the mobile home park owner and the owner of the property containing the subject easement.

The proposed relocated easement and driveway shall meet the City's requirements, and no adverse impacts are proposed or anticipated.
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C Rehab Project (Project #15120), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $19,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

EXPLANATION: Section 1.02 (c) (5) B of the St. Petersburg City Code authorizes City Council, by a single ordinance dealing with only a single encumbrance, receiving a public hearing and receiving an affirmative vote for at least six (6) members of City Council, to permit the recording of encumbrances on Albert Whitted Airport as follows:

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

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

The Airport's Airfield Pavement Management Program ("PMP") specifies the need to rehabilitate the eastern half of Taxiway "C" which is currently in poor condition and continues to deteriorate. Exhibit "A" provides an aerial of the project area. The PMP primarily recommended pavement reconstruction due to the age and condition of the
pavement. Due to Federal Aviation Administration ("FAA") grant criteria, a little over half of the project area was deemed as not being eligible for federal funding. The Florida Department of Transportation ("FDOT") has agreed to participate in the federally eligible portion of this project by providing funding through the subject grant of this Ordinance. In addition, FDOT has agreed to provide funding for the non-federally eligible portion through an additional grant to be approved concurrently via a separate ordinance.

This FDOT grant provides $19,600 and will cover up to eighty percent (80%) of the City’s ten percent (10%) match requirement or eight percent (8%) of the project’s costs. The FAA will fund the remaining ninety percent (90%) of the project’s costs through a separate federal grant which should be presented to City Council for approval later this summer. The estimated funding breakdown for this project is:

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<th></th>
<th>Amount</th>
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<tr>
<td>FAA (90%)</td>
<td>$220,500</td>
</tr>
<tr>
<td>FDOT (8%)</td>
<td>$19,600</td>
</tr>
<tr>
<td>City (2%)</td>
<td>$4,900</td>
</tr>
<tr>
<td>Total</td>
<td>$245,000</td>
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</tbody>
</table>

The City’s two percent (2%) match of $4,900 has already been appropriated for this project (Project #15120) within the Airport’s CIP fund (4033).

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

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

A first reading of the ordinance was held on February 16, 2017.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C Rehab Project (Project #15120), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $19,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.
**Cost/Funding/Assessment Information:** This project is part of the adopted CIP plan for the Airport. The City receives funding from the FDOT in the total amount of $19,600 which will be used to cover up to eight percent (8%) of the total costs of the Taxiway C Rehab Project (#15120). The City's two percent (2%) match of $4,900 is available within the Project #15120 under Award #81125 and/or Award #81253. The FAA's ninety percent (90%) portion of the project funding (estimated at $220,500) should be made available through to the City later this summer after the project has been bid.

Approvals:

Legal: [Signature] Administration: [Signature]

Budget: [Signature]

Legal: 00306150.doc V. 1
EXHIBIT “A”: TAXIWAY “C” REHAB PROJECT AREA
Ordinance No. __________

An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C Rehab Project (Project #15120), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $19,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Section Two. The Florida Department of Transportation has offered the City a grant in the amount of $19,600. This funding is to be used to provide up to eighty percent (80%) of the City’s ten percent (10%) match requirement for a federal grant to be received later this year (or 8% of the total project costs) for the Taxiway C Rehab project (#15120).

Section Three. The restrictions which are set forth in the Joint Participation Agreement ("JPA"), including but not limited to the Aviation Program Assurances ("Grant Assurances") and any additional Supplemental Joint Participation Agreements ("JPAs") to be executed by the City, as a requirement for receipt of the Grant in an amount not to exceed $19,600 for the projects described in Section Two of this ordinance, 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 are authorized.
Section Four. The Mayor or his designee is authorized to accept the grant from the FDOT in the amount of $19,600.

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

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

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

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

Approvals:

Legal: __________________________ Administration: __________________________

Budget: __________________________

Legal: 00306151.doc V. 1
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C South Ramp Project (Project #15617), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $308,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

EXPLANATION: Section 1.02 (c) (5) B of the St. Petersburg City Code authorizes City Council, by a single ordinance dealing with only a single encumbrance, receiving a public hearing and receiving an affirmative vote for at least six (6) members of City Council, to permit the recording of encumbrances on Albert Whitted Airport as follows:

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

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

The Airport's Airfield Pavement Management Program ("PMP") specifies the need to rehabilitate the eastern half of Taxiway "C" which is currently in poor condition and continues to deteriorate. Exhibit "A" provides an aerial of the project area. The PMP primarily recommended pavement reconstruction due to the age and condition of the...
pavement. Due to FAA grant criteria, a little over half of the project area was deemed as not being eligible for federal funding. Fortunately the Florida Department of Transportation ("FDOT") has agreed to provide funding for the non-federally eligible portion of the project through this grant. In addition, FDOT has agreed to provide funding for the federally eligible portion through an additional grant to be approved concurrently via a separate ordinance.

This FDOT grant provides $308,000 and will cover up to eighty percent (80%) of the project's costs. The City's twenty percent (20%) match of $77,000 has already been appropriated for this project (Project #15617) within the Airport's CIP fund (4033).

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

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

A first reading of the ordinance was held on February 16, 2017

RECOMMENDATION: Administration recommends that City Council adopt the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C South Ramp Project (Project #15617), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $308,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

Cost/Funding/Assessment Information: This project is part of the adopted CIP plan for the Airport. The City receives funding from the FDOT in the total amount of $308,000 which will be used to cover up to eighty percent (80%) of the total costs of the Taxiway C South Ramp Project (#15617). The City's twenty percent (20%) match of $77,000 is available within the Project #15617 under Award #81253 ($81,000 available).

Approvals:

Legal: Administration: Budget:

Legal: 00306152.doc V. 1

Page 2 of 3
Ordinance No. __________

An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Joint Participation Agreement ("JPA") for the Taxiway C South Ramp Project (Project #15617), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), 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; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $308,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Section Two. The Florida Department of Transportation has offered the City a grant in the amount of $308,000. This funding is to be used to provide up to eighty percent (80%) of the total project costs for the Taxiway C South Ramp project (#15617).

Section Three. The restrictions which are set forth in the Joint Participation Agreement ("JPA"), including but not limited to the Aviation Program Assurances ("Grant Assurances") and any additional Supplemental Joint Participation Agreements ("JPAs") to be executed by the City, as a requirement for receipt of the Grant in an amount not to exceed $308,000 for the projects described in Section Two of this ordinance, 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 are authorized.
Section Four. The Mayor or his designee is authorized to accept the grant from the FDOT in the amount of $308,000.

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

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

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

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

Approvals:

Legal:_________________________Administration:_________________________

Budget:\

Legal: 00306153.docv.1
Attached, for the purpose of second reading and public hearing at the March 2, 2017, meeting of City Council, is a revised version of proposed ordinance 262-H, regarding authorization for City Council to approve an agreement, with a term not exceeding 25 years and under certain conditions, for Al Lang Field to be used for the primary purpose of providing a home field for a Major League Soccer expansion team.

This revised version of the proposed ordinance differs from the version distributed for first reading at the February 26, 2017 Council meeting as follows:

- The ordinance number has been included where appropriate.
- The ballot summary in section 5 has been revised to change “primary purpose” to “primary but not sole purpose” and to make other changes necessary to comply with the 75-word limit imposed by Florida Statutes section 101.161(1).
- For consistency with the ballot summary, references to “primary purpose” have been changed to “primary but not sole purpose” and references to “subject to” have been changed to “under,” as appropriate.
- A reference to “ballot title and text” in section 6 was changed to “ballot title and summary” for consistency with the Florida Statutes.
- The ordinance title has been revised to reflect the revisions described above, and the revised title will be reflected in notice scheduled for publication in the *Tampa Bay Times* on February 19, 2017.
ORDINANCE NO. 262-H

AN ORDINANCE CALLING A SPECIAL ELECTION FOR MAY 2, 2017, FOR THE PURPOSE OF HOLDING A REFERENDUM REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 25 YEARS AND UNDER CERTAIN CONDITIONS, FOR AL LANG FIELD TO BE USED FOR THE PRIMARY BUT NOT SOLE PURPOSE OF PROVIDING A HOME FIELD FOR A MAJOR LEAGUE SOCCER EXPANSION TEAM; AUTHORIZING THE CITY COUNCIL TO APPROVE SUCH AN AGREEMENT FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING THE REFERENDUM BALLOT TITLE AND SUMMARY; DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF THE SPECIAL ELECTION; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

1. **Findings:** The City Council of the City of St. Petersburg, Florida, (“City Council”) hereby makes the following findings:

   (a) Al Lang Field is identified as parcel 39 on the Park and Waterfront Map incorporated into the City Charter (the “Facility”).

   (b) The City currently has an agreement with Big 3 Entertainment, LLC, for the management, maintenance, and operation of a portion of the Facility that expires on November 30, 2020 (the “Current Agreement”).

   (c) Pursuant to the Current Agreement, the Facility is used for a variety of events, with its primary but not sole purpose being the home field for a professional soccer team that will compete in the United Soccer League during the upcoming season (the “Rowdies”).

   (d) Major League Soccer (“MLS”), which is considered the top-tier soccer league in the United States, is engaged in the process of selecting four cities to receive expansion teams
and the Rowdies have submitted a bid to secure one of those MLS expansion teams for St. Petersburg.

(e) As part of their bid to join MLS, the Rowdies have proposed a privately-funded makeover and expansion for the Facility’s stadium, and they have requested that the City authorize an agreement with a term not exceeding 25 years for the Facility to be used for the primary but not sole purpose of providing a home field for an MLS expansion team.

(f) Because the Facility is designated as waterfront property on the Park and Waterfront Map, section 1.02 of the Charter requires that a City-wide referendum be held to approve any agreement for the disposition of the Facility that exceeds 5 years.

(g) The Rowdies have agreed to cover the costs of a special election on May 2, 2017, for the purpose of holding this referendum as soon as possible.

(h) The City Council desires to seek authorization from the City’s electors, in accordance with the Charter, to approve an agreement, with a term not exceeding 25 years and under the conditions set forth in this ordinance, for the Facility to be used primarily as the home field for an MLS expansion team.

(i) The procedure provided by the Charter for providing notice of this ordinance for the disposition of park and waterfront property has been followed, and the City Council has received proof of delivery of the required notice.

(j) The Director of the Census has determined that Pinellas County is subject to the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) with respect to people of Hispanic heritage. As a result, all information provided by the City concerning the special election and referendum must be provided in both English and Spanish.

2. **Special Election for Referendum:** The City Council hereby calls a special election for May 2, 2017, for the purpose of holding a City-wide referendum in accordance with applicable law, including section 1.02 of the City Charter and the terms of this ordinance.

3. **Authorization for Agreement:** If the referendum is approved by a majority vote, the City Council may approve a lease, license, use agreement, management agreement, or other type of agreement for the Facility under the following conditions (the “**New Agreement**”):

   (a) Approval requires the affirmative vote of at least six members of City Council.

   (b) The term will not exceed 25 years.
(c) The Facility will continue to be used for a variety of events, with its primary but not sole purpose being a home field for an MLS expansion team.

(d) The New Agreement may go into effect only if the MLS selects St. Petersburg to receive an MLS expansion team.

(e) The City shall not pay for any upgrades to or expansion of the Facility’s stadium that have been proposed as part of the Rowdies’ bid for an MLS expansion team or that are required by MLS as a condition of selecting St. Petersburg to receive an expansion team.

(f) The City shall not pay, in whole or in part, any fees or other charges imposed by MLS as a condition of selecting St. Petersburg to receive an expansion team.

4. **Ballot Title:** On the special election ballot, the referendum question shall be titled as follows:

   Authorizing agreement not exceeding 25 years for Al Lang Field to host Major League Soccer

5. **Ballot Summary:** On the special election ballot, the referendum question shall be summarized as follows:

   May City Council approve an agreement regarding the disposition of Al Lang Field under conditions set forth in ordinance 262-H? These conditions include but are not limited to: term not exceeding 25 years; primary but not sole purpose is a home field for a Major League Soccer expansion team; and City funding shall not be used for stadium upgrades or expansion proposed in bid for expansion team or required for award of expansion team.

   YES             NO

6. **Notice:** The City Clerk is hereby directed to provide notice of this special election and referendum as required by law and to take all other actions necessary or useful to carry out this election, including translation of the ballot title and summary into Spanish and provision of all information concerning the electoral process in both English and Spanish in accordance with section 203 of the Voting Rights Act.

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

Approved as to form and content:

[Signature]
City Attorney (Designee)
The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approval of a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South (City File No.: 16-33000015).

Recommendation: The Administration recommends APPROVAL and the Development Review Commission will have a recommendation prior to First Reading.

Recommended City Council Action:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The request is to vacate street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically described above.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”), Sketch and Legal Description (Exhibit “A” - 3 pages). The applicant’s goal is to consolidate the land for redevelopment and for the provision of workforce housing. The applicant is the City of St. Petersburg.
This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and Interstate 275, between 22nd Street South and 26th Street South. A Lease and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

Discussion: This case was originally heard by the Development Review Commission (DRC) on December 7, 2016. Since that time, the area to be vacated has been expanded. The revised case is scheduled to be heard by the DRC on February 1, 2017. As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject rights-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

Agency Review: The prior application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have been added to address these concerns.

Public Comments: Prior to the date of the December Public Hearing, three calls were received from the public.

Mr. Bruce Allums, who owns property north of Fairfield Avenue and east of 23rd Street, indicated that he wanted to attend the Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-way north of Fairfield Avenue and have been advised by the City that any decision to vacate rights-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete. At the hearing of December 7, 2016, Mr. Allums spoke in opposition to the request. Dave Goodwin spoke with Mr. Allums again the week of January 9, 2017, regarding the expanded scope of the request.

Pastor John Anderson, of the church located at 2361 7th Avenue South, called with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South given that the primary entrance to the Church is on 7th Avenue South. Prior to the hearing of December 7, 2016, Pastor Anderson indicated that his concerns had been addressed. Dave Goodwin spoke with Pastor Anderson again the week of January 9, 2017, regarding the expanded scope of the request.

A call was also received from Howard Curd where he requested a copy of the Staff Report and indicating at that time he owned property in the area.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above, there are both City and private utilities within the rights-of-way proposed for vacation. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, while Level 3 indicated that they may have facilities in the areas proposed for vacation.
DRC Action: On February 1, 2016, the Development Review Commission (DRC) will be holding a public hearing on the subject application. A revised brief will be provided to the City Council prior to the scheduled public hearing on February 16, 2017, which will include the DRC recommendation.

RECOMMENDATION: The Administration recommends APPROVAL of the street and alley right-of-way vacations, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by either providing a public utility easement covering any portion of rights-of-way within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense, or by granting a private easement to the subject utility company. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated rights-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Attachment A and Attachment B, Ordinance with Exhibit “A”, DRC Staff Report
Attachment “A”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
Attachment “B”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
ORDINANCE NO. ______


THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 1, 2017 (City File No. 16-33000015):

Legal Description: See Attached Exhibit “A” – 3 pages

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

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering any right-of-ways within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense, or granting a private easement to the subject utility company. In either case a written letter of
no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated right-of-ways along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

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

LEGAL:

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST–WEST ALLEY LYING WITHIN BLOCK 4, HIGH–LAND–CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH


TOGETHER WITH

23RD STREET SOUTH LYING SOUTHERLY OF 7TH AVENUE SOUTH AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

8TH AVENUE SOUTH LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

THAT 10 FOOT WIDE EAST–WEST ALLEY LYING SOUTHERLY OF LOTS 8 THROUGH 14 AND LOTS 73 THROUGH 77 AND NORTHERLY OF LOTS 15 THROUGH 21 AND LOTS 68 THROUGH 72, REPLAT OF 2ND ROYAL SUB'N G.C. PRATHER–OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTIERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH

TOGETHER WITH

THAT 10 FOOT WIDE EAST–WEST ALLEY LYING SOUTHERLY OF LOTS 3 THROUGH 7 AND NORTHERLY OF LOTS 22 THROUGH 26, REPLAT OF 2ND ROYAL SUB'N G.C. PRATHER–OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTIERLY OF 23RD STREET SOUTH AND WESTERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

ST PETERSBURG, FLORIDA

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N00°23'58"E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT I, PLAT BOOK 137, PAGES 23 AND 24.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
Exhibit "A" 2 of 3

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FAIRFIELD AVENUE SOUTH

LINE BEARING DISTANCE
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L3 NOO'21'43''E 80.00'
L4 N89°31'02''W 36.15'
L5 NOO'29'58''E 60.00'
L6 S89°31'02''E 375.20'
L7 S00'21'43''E 80.00'
L8 N89°31'02''W 279.20'
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L10 S89°31'02''E 199.20'
L11 S00'21'43''E 10.00'
L12 N89°31'02''W 199.20'
L13 S00'21'43''E 80.00'
L14 S89°31'02''E 472.94'
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L18 NOO'21'43''E 80.00'
L19 N89°31'02''W 489.26'
L20 NOO'29'58''E 18.00'
L21 S89°41'06''E 383.40'
L22 S00'21'43''E 15.00'
L23 N89°41'06''W 383.40'
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 3, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

THAT PORTION OF FAIRFIELD AVENUE SOUTH (A 60.00 FOOT RIGHT OF WAY) LYING BETWEEN BLOCK 3 AND BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PORTION OF FAIRFIELD AVENUE LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

ST PETERSBURG, FLORIDA

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NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N00°23'58"E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, PLAT BOOK 137, PAGES 23 AND 24.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000015

PLAT SHEET: I-3 & I-5

REQUEST: Approval of a vacation of street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South, a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South.

OWNER: City of St. Petersburg
Planning and Economic Development
PO Box 2842
Saint Petersburg, Florida  33731-4842

Gloria Moorer
2308 7th Avenue South
Saint Petersburg, Florida  33712-1754
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LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Traditional (CCT-1)
        Industrial Traditional (IT)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate street and alley rights-of-way generally located between 6th Avenue South and Interstate 275, between 22nd Street South and 24th Street South which are more specifically described above.

A portion of this request was previously approved by the Development Review Commission (DRC) at the hearing of December 7, 2016. This revised request includes two additional portions of rights-of-way: a 16-foot east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South and a portion of Fairfield Avenue South between 22nd Street South and 23rd Street South.

The area of the rights-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B" and "C"), Sketch and Legal Description (Exhibit "A" – 3 pages). The applicant's goal is to consolidate the land for redevelopment and for the provision of workforce housing. The applicant is the City of St. Petersburg. This area was identified in the St. Petersburg Commerce Park Request for Proposals as an area available for vacation of rights-of-way (Attachment "D").
This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and I-275, between 22nd Street South and 26th Street South. A Lease and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

The portion of the site generally located south of 6th Avenue South and north of 8th Avenue South and I-275, between 22nd Street South and 23rd Street South, has recently completed a Future Land Use Map change and rezoning to change the Future Land Use Map designation from Industrial General/Target Employment Center Overlay to Planned Redevelopment-Mixed Use/Target Employment Center Overlay and the Official Zoning Map designation from IT (Industrial Traditional) to CCT-1 (Corridor Commercial Traditional), or other less intensive use.

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

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

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

**A. Land Development Regulations**

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

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

   This application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have been suggested at the end of this report.

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

   The entire property abutting the rights-of-way proposed for vacation consists of 52 parcels under the ownership of five entities (see Attachment E):

   City of St. Petersburg (47 parcels)
   Florida Department of Transportation (FDOT) (one lot)
Luis Martinez, 2226 6th Avenue South (one parcel – two lots)  
Highland Crest LLC, 2242 and 2262 6th Avenue South (two parcels, four lots)  
Gloria Moorer of 2308 7th Avenue South (one lot)

The east-west alleys, which are proposed for vacation, are not currently used to access properties to the north and south of the alleys. The lot owned by FDOT is immediately adjacent to the Interstate, which will provide future access to that lot. The lot owned by Gloria Moorer is accessed from the portion of 7th Avenue South not proposed for vacation, and the alley to the south of her property proposed for vacation is unimproved. The parcels owned by Luis Martinez and by Highland Crest face on 6th Avenue South, which is not included in this proposal, and the alley to the south of these properties which is proposed for vacation is unimproved. The alleys proposed for vacation are undeveloped and have no curb cuts.

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

Vacation of the street and alley rights-of-way, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks to facilitate land assembly. Access to 6th Avenue South and 7th Avenue South east of 23rd Street South will remain open.

The development of the interstate which cuts through the area just south of the rights-of-way proposed for vacation has already created dead end rights-of-way and termination of the historic grid development pattern.

During redevelopment of the blocks and through the platting process, traffic circulation and utilities will be addressed. Vacation of the street and alley rights-of-way will not detrimentally impact or impair access to any lot of record. An associated special condition of approval has been suggested at the end of this report.

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

The rights-of-way are not needed for the purpose for which the City has a legal interest and there is no known present or future need for the rights-of-way. The alleys were originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public and private utilities. Redevelopment of the subject blocks will eliminate the need for access from the alleys for vehicular traffic. The vacation of the portion of Fairfield Avenue South and the portion of 7th Avenue South will facilitate redevelopment of the area. 23rd Street South and 24th Street South will provide access to the remaining portions of Fairfield Avenue South, 7th Avenue South and 8th Avenue South. At the time of development, traffic circulation within the areas to be vacated will be addressed.

A suggested condition of approval will require that the applicant either grant utility easements as required to protect City and private utilities in the vacated rights-of-way, or relocate the facilities.
5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

There are no Comprehensive Plan policies that affect vacation of right-of-way in this area.

C. Adopted Neighborhood or Special Area Plans

This site is located within the boundaries of the South St. Petersburg CRA. The South St. Petersburg CRA Dependent Special District was established to remedy blighting conditions within the South St. Petersburg Community Redevelopment Area.

The South St. Petersburg Redevelopment Plan adopted by St. Petersburg City Council on May 21, 2015, has related policies and plans. In Chapter Three - Redevelopment Action Plan under the Manufacturing Development category there are two land Acquisition and Disposition policies that affect vacation of right-of-way:

1. When acquiring property, priority should be given to facilitating the creation of larger holdings suitable for industrial and business use.
2. Promote block consolidation through street and alley vacations as well as utility relocations.

It is also noted in Chapter Four - Redevelopment Program and Funding Strategy that:

1. Land assembly, consolidation and site preparation is essential for encouraging residential, commercial and industrial development to the South St. Petersburg CRA.
2. The land assembly effort may also involve vacating streets, alleyways and associated utilities such as water, sewer and stormwater facilities.

The subject right-of-way is within the boundaries of the Palmetto Park Neighborhood Association. There are no neighborhood plans which affect vacation of right-of-way in this area of the city. The subject rights-of-way are also adjacent to the boundaries of the Melrose Mercy Neighborhood.

Comments from Agencies and the Public

Prior to the date of the December Public Hearing, three calls were received from the public.

Mr. Bruce Allums, who owns property north of Fairfield Avenue and east of 23rd Street, indicated that he wanted to attend the Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-way north of Fairfield Avenue and have been advised by the City that any decision to vacate rights-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete. At the hearing of December 7, 2016, Mr. Allums spoke in opposition to the request. Dave Goodwin spoke with Mr. Allums again the week of January 9, 2017, regarding the expanded scope of the request.

Pastor John Anderson, of the church located at 2361 7th Avenue South, called with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South given that the primary entrance to the Church is on 7th Avenue South. Prior to the hearing of
December 7, 2016, Pastor Anderson indicated that his concerns had been addressed. Dave Goodwin spoke with Pastor Anderson again the week of January 9, 2017, regarding the expanded scope of the request.

A call was also received from Howard Curd where he requested a copy of the Staff Report and indicating at that time he owned property in the area.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above, there are both City and private utilities within the rights-of-way proposed for vacation. The City's Engineering and Water Resource Departments indicated that there are city facilities in the rights-of-way proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, while Level 3 indicated that they may have facilities in the areas proposed for vacation.

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by either providing a public utility easement covering any portion of rights-of-way within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner's expense, or by granting a private easement to the subject utility company. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated rights-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
REPORT PREPARED BY:

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

REPORT APPROVED BY:

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

Attachment “A”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
Attachment “B”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South

(nts)
Attachment “C”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between 6th Avenue South and Interstate 275
between 22nd Street South and 24th Street South
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, EASTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WESTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TOGETHER WITH

23RD STREET SOUTH LYING SOUTHERLY OF 7TH AVENUE SOUTH AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

8TH AVENUE SOUTH LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 8 THROUGH 14 AND LOTS 73 THROUGH 77 AND NORTHERLY OF LOTS 15 THROUGH 21 AND LOTS 68 THROUGH 72, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING WESTERLY OF 23RD STREET SOUTH

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 3 THROUGH 7 AND NORTHERLY OF LOTS 22 THROUGH 26, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF 23RD STREET SOUTH AND WESTERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

ST PETERSBURG, FLORIDA

LEGEND
LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES
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THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 3, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

THAT PORTION OF FAIRFIELD AVENUE SOUTH (A 60.00 FOOT RIGHT OF WAY) LYING BETWEEN BLOCK 3 AND BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID PORTION OF FAIRFIELD AVENUE LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

ST PETERSBURG, FLORIDA

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TO: Pamela Jones, Development Services  
FROM: Nancy Davis, Engineering Plan Review Supervisor  
DATE: January 17, 2017  
SUBJECT: Right of Way - Vacation 7th Ave S, 8th Ave S, 23rd St S, and E/W alleys  
FILE: 16-33000015 Revision 1 (to include two additional right of way vacations)

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REQUEST: Approval of a vacation of various street and alley rights-of-way generally located between 6th Avenue South and Interstate 275 between 22nd Street South and 24th Street South.

More specifically, the following right of way vacations have been requested:

- The 16-foot wide east/west alley in the block bounded by 6th Avenue South and Fairfield Avenue South between 22nd Street South and 23rd Street South.
- The 16-foot wide east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South.
- The 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South.
- A portion of Fairfield Avenue South between 22nd Street South and 23rd Street South.
- A portion of 7th Avenue South between 22nd Street South and 23rd Street South.
- A portion of 23rd Street South between 7th Avenue South and 8th Avenue South by Interstate 275.
- A portion of 8th Avenue South located between 23rd Street South at Interstate 275 and 24th Street South.

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

1. The 16-foot wide east/west alley located north of Fairfield Avenue between 22nd Street South and 23rd Street South contains an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.
2. The 16-foot wide east/west alley between 22nd and 23rd Street South, and between Fairfield and 7th Avenue South to be vacated contains an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

3. The 10-foot wide alley between I-275 and 24th Street South and between 7th – 8th Avenue South to be vacated contains an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

4. The right of way of Fairfield Avenue South to be vacated between 22nd Street South and 23rd Street South contains 15", 18", 24", and 54" storm sewer and a 2" potable water main. The entire vacated right of way must be retained as public utility easement.

5. City Utility maps indicate that the right-of-way of 7th Avenue South to be vacated contains a 12" & 6" potable water main, a 12" 18" & 24" storm sewer, and an 8" sanitary sewer main. The entire vacated right of way must be retained as public utility easement.

6. City Utility maps indicate that the right-of-way of 23rd Street South to be vacated contains an 8" sanitary sewer main, and a 24" storm sewer. The entire vacated right of way must be retained as public utility easement.

7. City Utility maps indicate that the right-of-way of 8th Avenue South to be vacated contains an 8" sanitary sewer, a 15" & 24" storm sewer, and a 6" potable water main. The entire vacated right of way must be retained as public utility easement.

8. Once redevelopment plans are available and a replat is provided, the developer may opt to abandon or relocate all or some of the existing utilities existing within the vacated rights of way provided that a plan for such work is prepared by the applicant’s Engineer and submitted to the City for approval. Also, as an option to dedicating the full width of the vacated right of way as public utility easement, all utilities may be field located by the developer and individual public easements must be dedicated, centered over the public utilities to remain. The width of required easement will be based on pipe size, location, and depth. Any future utility abandonment/relocation plans shall be in conformance with current City Engineering Standards and Specifications and shall be designed, permitted, and constructed by and at the sole expense of the developer.

9. Prior to the removal or alteration of existing road pavement within the vacated rights-of-way the applicant must submit plans for review of the existing grading and drainage systems. The applicant may be required to make necessary changes to the pavement grading and/or modifications to the drainage systems as necessary to accommodate the proposed changes.

10. Any existing agusta brick, granite curb or hex block sidewalk that is removed from the vacated rights-of-ways will remain the property of the City of St. Petersburg and must be returned to the City upon development or redevelopment of the property.

NED/MJR/jw

pc: Kelly Donnelly
Easement Vacation File 2016
Reading File
Correspondence File
February 13, 2017

TO: The Honorable Members of City Council

SUBJECT: STAR Communities Results Report

PRESENTER: Sharon Wright

SCHEDULE FOR COUNCIL ON:
   Agenda of March 2, 2017

Darden Rice, Council Chair
District 4
MEMORANDUM
City of St. Petersburg City Council
Meeting of March 2, 2017

To: The Honorable Darden Rice, Chair and Members of City Council
Date: February 25, 2017
Subject: STAR Communities Results Summary

BACKGROUND
As part of Mayor and ENRS Committee-led sustainability initiatives, the city joined STAR Communities. STAR is the nation’s leading framework and certification program for evaluating local sustainability, encompassing social, economic and environmental performance measures. STAR helps communities evaluate their strengths and weaknesses across seven areas: the built environment; climate and energy; economy and jobs; education, arts and community; health and safety; and natural systems. For instance, communities get credit for reductions in energy use or increased transportation access. STAR Communities provides support as localities benchmark progress, and a robust third-party verification process ensures accountability.

The data collection, review, and certification process took a little over one-year. Data was collected from city departments and local, regional, and federal sources, like the U.S. Census. Data was also collected from local community organizations. STAR Communities then performed a rigorous third party verification city’s submittal to ensure conformity with national standards and best practices before certifying a community.

STAR COMMUNITIES RESULTS
Overview
Communities accumulate points for their achievements, which then are used to determine their rating. There STAR members, reporting communities and certified cities. There are three STAR certification levels for those cities described in Table 1 below.
Table 1. Certification Rating Levels

<table>
<thead>
<tr>
<th>Certification Rating Levels</th>
<th>Point Range</th>
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<td>3-STAR Community&lt;br&gt;Recognized for sustainability leadership</td>
<td>200-399</td>
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<tr>
<td>Reporting STAR Community&lt;br&gt;Currently pursuing certification</td>
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At final third party verification, **St. Petersburg received a final score of 381.7 points**, qualifying for the Certified 3-STAR Community Rating for sustainability leadership. The sections below serve as an initial discussion of results as the comprehensive STAR framework will continue to be discussed in detail with city leaders and staff and the community.

**Strengths & Challenges/Opportunities**
Approximately 360 of 540 metrics were attempted and submitted. In some cases a metric was not attempted because of the hours and resources needed to collect and analyze data, and in other cases data was not available or not available in a way that meet an outcome or metric.

With 360+ metrics reviewed, attempted, and achieved or denied, there were many stories and ideas that unfolded. The process was very successful in collaboration, framing how the city might document its progress and how to better communicate stories to the public. Public input, staff ideas, and other lessons learned are not detailed in this summary, but will further unfold as the city uses the STAR framework moving forward. In short, the quantified results summarized here do not complete the story, but offer a fair and solid baseline and tools from which to work on improvements. Highlights for each goal area are summarized below.

**Built Environment**
St. Petersburg’s robust park system was a key component to a strong score in this goal area. The park system provides 24.6 acres per 1,000 residents. In addition, 72% of households are within a ½ mile walk to a public park and 99% of residents live within 3 miles of an off-road trail. Related to trails, the city also received high marks for the bike share program. Drinking water quality, compact and complete communities were other areas where the city is doing well or headed in the right direction.

Challenges in the Transportation Choices objective were related to challenges like the percent of income spent on transportation costs, decreasing vehicle miles traveled, demonstration of progress toward zero fatalities. The city also received local innovation points for the Cross-Bay Ferry Pilot Program.
Climate & Energy
Since 2014, the City has reduced energy use by 12.33% in energy intense infrastructure such as water facilities, streetlights, and water delivery. The City has also demonstrated a 13% reduction in total solid waste generated over the past 10 years. The long work of the city’s Green Team, led by procurement with participation from all city departments also received some recognition.

Challenges in the Climate & Energy goal area include the lack of a climate action and adaptation planning, ability to measure or demonstrate reduction in vulnerability in core natural, social, and economic areas, ability to measure and track greenhouse gas emission reduction, and greening of energy supply with renewable energy and alternative fuels.

Economy & Jobs
St. Petersburg did very well in Business Retention and Development by demonstrating an increase in the number of businesses and sales as well as an increase in employment. The city showed well in partnerships and services for economic development like the Greenhouse and other partnerships. Also, largely in part to the development and implementation of the Grow Smarter Strategy and the Southside CRA Redevelopment, the city did well in Targeted Industry Development.

Challenges include quality jobs and living wages and green market development.

Education, Arts & Community
Almost 100% of St. Petersburg residents attend a live performing arts event annually, and 54% attend an art museum at least once a year. 83% of residents live within 1 mile of a community venue that is open to the public and provides community events, and high school graduation rates have improved by 4%. Community Cohesion ranked well in part because of the many active neighborhood associations, the city’s neighborhood programs and services, and development of neighborhood plans. The city also showed well under social equity and diversity due the equity and diversity training received by staff, the many diverse and cultural events held in town, and programs that support the development of positive, strong youth leaders, particularly in low-income and/or minority neighborhoods.

Challenges included graduation rate equity, ability to provide full-day kindergarten for low-income students. The city did receive recognition for the many after school and summer programs. It should also be noted that while there is room for improvement in the education objectives, some points were not awarded due to limited time to coordinate data collection with the Pinellas County School Board.

Equity & Empowerment
The city was recognized for volunteerism, police officer training, and the services provided by 211, Daystar, and others that the city’s human services group works with. However, the objectives in this goal area were more difficult than others in collecting data and demonstrating actual outcomes mainly due the broad cross section of organizations and jurisdictions providing human services. A quick comparable check to other cities in this show there that was a common experience. STAR Communities has made some changes to this area in the new, current version.

That stated, this is an area where the city has begun a great deal of work, but did not have the longer trends to demonstrate for points and there is a good deal of additional work to be done.
One area to highlight is voter turnout rate. STAR Communities threshold for presidential elections is 70% or greater or 50% or greater during non-presidential years. Select years between 2007 and 2015 showed turnout to be under 20% locally.

Health & Safety
80% of adults in St. Petersburg reported leisure time physical activity during the reporting period. In addition, 3 hospitals in the county were recognized as top performers by the Joint Commission, and the St. Petersburg Fire Department received a Class 1 ISO Rating for Superior Fire Protection (the highest available). Several aspects of the Healthy Communities initiative were recognized; the city just made the threshold for active citizens, so continuing to boost that work will be important.

Challenges in this goal area included meeting lower thresholds from violent crime and school violence rates. The police department has implemented multiple programs addressing this and other safety needs, but comprehensive documentation has not yet fully been developed for those efforts. The Police Department leads are discussing further how to develop and document strategies for increased safety in ways that are more beneficial and balance staff resources’ time.

Natural Systems
In this goal area, the city showed well for air quality, water quality monitoring, water conservation programs, and the restoration activities in Tampa Bay.

Challenges were lack of watershed management planning, stormwater master planning, tree canopy planning, and comprehensive invasive species eradication.

Innovation & Process
The city earned exemplary performance points for its comprehensive planning process, for community participation in arts & culture, and for local innovations including:

- 100% clean energy commitment
- Divestment in fossil fuels
- Tampa Bay Estuary Program’s Economic Study of Tampa Bay
- The city’s development of a private sewer lateral program, and
- The development of a Seagrass Mitigation Bank

METRICS CURRENTLY BEING ADDRESSED
While a high 3 STAR Certification is something for the city to be very proud of, getting to a 5 STAR is the goal as it makes sense for the community. Many of the challenges highlighted are currently being addressed like the more system-wide approach to water resources planning, green infrastructure goals, encouraging more diversity in leadership, and climate action and resiliency planning. The city is headed in the right direction to become a 5 STAR Community and much more.

WHAT’S NEXT?
City departments and the community are already working together to address some of the STAR policies that the city may encourage, but perhaps has not yet set official policy.
A detailed, graphic report with comparative results is currently being developed by STAR Communities similar to ones they have done for other cities. That report will give the city a leg up as it begins the Integrated Sustainability Action Plan (ISAP). The report, upcoming community engagement relating to climate, STAR, and resiliency are next steps that are underway before a consultant is under contract for the ISAP.

To remain a STAR Community, the city must re-verify every three years. The Office of Sustainability goal is to get to a 5 STAR certification level before that certification deadline.

**TABLES ATTACHED**
Three tables/graphics are attached to this cover memo to the final results numbers in a little more detail in a summary and graphical way.

Cc: Mayor Rick Kriseman
Gary Cornwell
Tom Greene
Michael Dema
Chan Srinivasa
STAR’s Objectives

Each of the rating system’s 7 goal areas is supported by 5-7 Objectives. Objectives are the clear and desired outcome intended to move the community toward the broader sustainability goal. Below are the system’s 44 Objectives, organized by Goal Area.

### Table of STAR Goals and Objectives

<table>
<thead>
<tr>
<th>Built Environment</th>
<th>Climate &amp; Energy</th>
<th>Economy &amp; Jobs</th>
<th>Education, Arts &amp; Community</th>
<th>Equity &amp; Empowerment</th>
<th>Health &amp; Safety</th>
<th>Natural Systems</th>
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<td>Business Retention &amp; Development</td>
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<td>Resource Efficient Public Infrastructure</td>
<td>Workforce Readiness</td>
<td>Poverty Prevention &amp; Alleviation</td>
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## Summary Points by Goal

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## Summary Points by Objective

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**TOTALS -->** **381.7** **720**
City of St. Petersburg
3-STAR Community Certification
381.7/720 Points

5-STAR 600+ recognized as top tier achiever in national sustainability
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ST. PETERSBURG CITY COUNCIL
Meeting of March 2, 2017

REPORT

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approving a First Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building Inc. ("Skanska") dated July 13, 2015, for Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for total preconstruction phase services not to exceed $871,200) for the new pier; authorizing the Mayor or his designee to execute the First Amendment and all other necessary documents; and providing an effective date.

EXPLANATION: On July 9, 2015, City Council approved a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("CMAR Agreement") with Skanska for preconstruction and construction phase services for the new Pier. Preconstruction Phase services were authorized in an amount not to exceed $490,000.

Skanska’s Preconstruction Phase Services include cost estimating, constructability reviews, and value engineering services for ASD/Rogers Partners during development of design documents. The services also included construction phase planning to establish the logistics for construction of the new Pier, preparation of Guaranteed Maximum Price ("GMP") proposals as well as the development of a procurement schedule for items that must be ordered well in advance of construction. The CMAR Agreement allows for Skanska to coordinate the ordering and delivery of materials that must be ordered in advance of construction.

The First Amendment will authorize Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200. Such test piles are necessary to verify the length of piles to be used to support the pier superstructure, which is a key factor in the cost of the work. These test piles require a sixty (60) day lead time for fabrication and delivery. In addition, two (2) pile layout templates must be fabricated based on the specifications for pile spacing. These floating templates will be used throughout the course of pile installation; however, the layout templates also require a sixty (60) day lead time for fabrication. Upon approval of this First Amendment, Skanska will be authorized to proceed with the ordering and delivery of these materials needed to advance the construction.

The Preconstruction Phase fees are as follows:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Contract total Preconstruction Phase Fees</td>
<td>$490,000</td>
</tr>
<tr>
<td>First Amendment Additional Preconstruction Fees</td>
<td>$381,200</td>
</tr>
<tr>
<td>Revised Total Preconstruction Phase Fees</td>
<td>$871,200</td>
</tr>
</tbody>
</table>

The initial Construction Phase shall commence upon City Council’s approval of a partial Guaranteed Maximum Price Amendment ("GMP Amendment") for the Marine Structural components of the new Pier, and the issuance of a Notice to Proceed. The Partial GMP Amendment will include the Cost of the Work (piles, plus pier deck) plus the Construction Manager’s Fee. Staff anticipates recommending City Council approval of the partial GMP Amendment in May of 2017.
Based on the early delivery of the test piles and layout templates, Skanska will have the materials necessary to commence with the installation of the test piles upon approval of the partial GMP Amendment. During the Construction Phase, the Construction Manager will assume the responsibility as the Contractor and will proceed to construct the new Pier. All construction work will be competitively bid out by Skanska in accordance with the terms and conditions set forth in the CMAR Agreement.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving a First Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building Inc. ("Skanska") dated July 13, 2015, for Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for total preconstruction phase services not to exceed $871,200) for the new pier; authorizing the Mayor or his designee to execute the First Amendment and all other necessary documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Pier Visioning Project (11988).

ATTACHMENTS: Resolution

APPROVALS: Administrative

[Signature] Budget

[Signature]
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA USA BUILDING INC. (“SKANSKA”) DATED JULY 13, 2015, FOR SKANSKA TO PROVIDE ADDITIONAL PRECONSTRUCTION SERVICES WHICH INCLUDES FABRICATION AND DELIVERY OF TWENTY (20) TEST PILES AND TWO (2) OVERWATER PILE LAYOUT TEMPLATES IN AN AMOUNT NOT TO EXCEED $381,200 FOR THE NEW PIER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Skanska USA Building, Inc. (“Skanska”) entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“Contract”) on July 13, 2015 for Skanska to provide preconstruction and construction phase services for the new Pier; and

WHEREAS, following execution of the Contract, the City authorized Skanska to provide the preconstruction phase services in an amount not to exceed $490,000; and

WHEREAS, the City desires to amend the Contract for Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for the total preconstruction phase costs not to exceed $871,200).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building Inc. (“Skanska”) dated July 13, 2015, for Skanska to provide additional preconstruction phase services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 for the new pier is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment and all other necessary documents.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)

Approved by:

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering and Capita
Improvements Director

Final 309298
To: The Honorable Darden Rice, Chair, and Members of City Council

From: Joe Zeoli, Managing Director, City Development Administration

Subject: Approving an Agreement between the City of St. Petersburg, Florida and St. Pete Pride, Inc. to provide City funding for St. Pete Pride Events to be held from 2017 through 2021; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

Explanation: City Administration and St. Pete Pride have developed a multi-year funding agreement to assist St. Pete Pride in producing and conducting their St. Pete Pride Events within the City of St. Petersburg. The Agreement requires St. Pete Pride to conduct an LGBT Pride Parade and Pride Street Festival annually throughout the Term (2017-2021).

For 2017, the Parade will be conducted in downtown St. Petersburg and the Festival will be held in the Grand Central District (spanning 31st Street to 22nd Street on Central Avenue). The City will provide up to $45,000 of funding to offset City Service charges (50% of City Service charges up to $90,000). St. Pete Pride would be responsible for 50% of the City Service charges up to the agreed upon limit (i.e. $90K) plus 100% of any excess City Service charges.

For years 2018 through 2021, St. Pete Pride has the option of holding the Parade and Festival either in the Downtown or Grand Central District. Based on the location of the events, City funding will be provided as follows:

- If Parade and Festival are both held in Grand Central District – City will provide up to $45,000 of funding to offset City Service charges (50% of City Service charges up to $90,000).
- If Parade is held Downtown and Festival is held in Grand Central District – City will provide up to $35,000 of funding to offset City Service charges (50% of City Service charges up to $70,000).
- If Parade and Festival are both held in Downtown – City will provide up to $25,000 of funding to offset City Service charges (50% of City Service charges up to $50,000). Additionally, St. Pete Pride is required to hold a “Kick Off Event” in the Grand Central District on the Friday evening preceding the Parade/Festival.

In each case above, St. Pete Pride would be responsible for 50% of the City Service charges up to the agreed upon limit (i.e. $90K, $70K, or $50K) plus 100% of any excess City Service charges.

The City has the right to terminate the Agreement for its convenience upon 30 days prior written notice to St. Pete Pride.

Attach: Proposed Resolution
Funding Agreement
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ST. PETE PRIDE, INC., THAT PROVIDES FOR CITY SUPPORT OF THE ST. PETE PRIDE EVENTS TO BE CONDUCTED IN 2017 THROUGH 2021; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, St. Pete Pride, Inc. ("St. Pete Pride") desires to hold a variety of community events in St. Petersburg, including a LGBT Pride Parade and a Pride Street Festival in 2017 through 2021; and

WHEREAS, the City has agreed to provide St. Pete Pride annual funding to offset charges for City services provided to support the St. Pete Pride events conducted in 2017 through 2021 as follows: $45,000 in any year in which St. Pete Pride elects to conduct both the LGBT Pride Parade and Pride Street Festival in the Grand Central District; $35,000 in any year (including in the year 2017) in which St. Pete Pride elects to conduct either the LGBT Pride Parade or the Pride Street Festival in downtown St. Petersburg with the other being held in the Grand Central District; and $25,000 in any year in which St. Pete Pride elects to conduct both the LGBT Pride Parade and Pride Street Festival in downtown St. Petersburg, provided that St. Pete Pride would also be obligated to coordinate with Grand Central District Association, Inc. to conduct a kick-off event in the Grand Central District on the Friday preceding the St. Pete Pride Events occurring downtown at no additional cost to the City.

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 St. Pete Pride, Inc. that provides for City support of the St. Pete Pride events to be conducted in 2017 through 2021 is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the agreement to correct typographical errors and clarify provisions of the agreement to conform to City Council’s direction.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon adoption.

Approved as to Form and Content:

City Attorney (designee)  
00309190

City Development Administration
AGREEMENT
Between
THE CITY OF ST. PETERSBURG, FLORIDA
and
ST. PETE PRIDE, INC.

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2017 ("Execution Date"), by and between the City of St. Petersburg, Florida, a municipal corporation (the "City"), and St. Pete Pride, Inc., a Florida non-profit corporation ("St. Pete Pride"), (the City and St. Pete Pride collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the City desires to support 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 and cultural opportunities for the benefit of the City and its residents; and

WHEREAS, the City and St. Pete Pride have agreed that St. Pete Pride shall produce and conduct the St. Pete Pride Events (as defined herein) in St. Petersburg pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein (including those contained in the foregoing recitals), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

1.1 Definitions. The following 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: (i) police, fire and EMS services; (ii) garbage and refuse disposal; (iii) maintenance personnel; (iv) crowd control and traffic control; (v) utilities; and (vi) any additional services as the City deems appropriate in its sole and absolute discretion.

C. "Concessions" means all concessions associated with St. Pete Pride Events including, without limitation: (i) food; (ii) alcoholic beverages; (iii) non-alcoholic beverages; (iv) wearing apparel; (v) programs; (vi) souvenirs; (vii) seating; and (viii) all other merchandise or services offered for sale in
connection with the St. Pete Pride Events. The term Concessions specifically excludes 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 St. Pete Pride Events and 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.

D. "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.

E. "St. Pete Pride Events" means the LGBT Pride Parade and Pride Street Festival to be held in St. Petersburg. The dates of the St. Pete Pride Events to be conducted in the year 2017 will be June 24, 2017 and June 25, 2017. The dates of the St. Pete Pride Events to be conducted in years 2018 through 2021 shall be mutually agreed to by the Parties.

F. "St. Pete Pride Events Logo(s)" means the logo(s), mark(s), symbol(s), trademark(s), or trade name(s) used by St. Pete Pride in connection with the St. Pete Pride Events.

ARTICLE II: WARRANTIES AND REPRESENTATIONS

2.1 Warranties and Representations by St. Pete Pride. St. Pete Pride warrants and represents to the City as follows:

A. St. Pete Pride is a non-profit corporation, duly formed, presently existing and in good standing under the laws of Florida.

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

C. St. Pete Pride has the financial capability to conduct the St. Pete Pride Events in accordance with this Agreement.

2.2 Warranties and Representations by City. The City warrants and represents to St. Pete Pride 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. **Obligation to Conduct the St. Pete Pride Events.** St. Pete Pride shall produce and conduct the St. Pete Pride Events each year during the Term. The LGBT Pride Parade conducted in the year 2017 will be conducted in downtown St. Petersburg. The Pride Street Festival to be conducted in the year 2017 shall be conducted in the Grand Central District of St. Petersburg and shall span from 31st Street to 22nd Street (“Grand Central”). The LGBT Pride Parade and Pride Street Festival to be conducted in St. Petersburg in the years 2018 through 2021 shall be conducted in Grand Central and/or in downtown St. Petersburg, at St. Pete Pride’s option, subject to any applicable changes in funding pursuant to Article 3.2, the additional obligation to conduct a Kick-Off Event if required by Article 3.7, and any additional limitations set forth in this Article 3.1. Any LGBT Pride Parade conducted in downtown St. Petersburg during the Term shall start no later than 6:30 p.m. The St. Pete Pride Events shall be conducted in accordance with the terms and conditions of this Agreement. St. Pete Pride 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 St. Pete Pride Events or any Kick-Off Event (as defined herein), or any portion thereof, is endangering the health, safety or welfare of the general public. The safety of the St. Pete Pride Events participants and attendees shall be controlled by and be the sole responsibility of St. Pete Pride.

3.2. **Obligation to Conduct a Kick-Off Event.** In any given year during the Term in which St. Pete Pride conducts both the LGBT Pride Parade and the Pride Street Festival in downtown St. Petersburg, St. Pete Pride shall also conduct, at its own cost and expense, an event in Grand Central in the evening on the Friday preceding the St. Pete Pride Events for that year (“Kick-Off Event”). St. Pete Pride shall coordinate and collaborate with Grand Central District Association, Inc. regarding the details of the Kick-Off Event.

3.3. **Concession Rights.** The City hereby grants St. Pete Pride the right to operate, or to license (in whole or in part) to others, the Concessions from 8:00 a.m. on the Saturday of each of the St. Pete Pride Events until 11:00 p.m. on the Sunday of each of the St. Pete Pride Events. The City agrees not to hereafter extend any concession rights to any person or entity other than St. Pete Pride 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 St. Pete Pride Events so long as such concession does not compete with the Concessions contemplated herein of St. Pete Pride and its supporting sponsors. Further, provided, the City shall also be permitted to operate, at no cost to the City, up to five (5) informational booths from which Concessions are not sold. Notwithstanding the foregoing, this grant of rights to Concessions shall not affect

3
the activities of otherwise properly licensed St. Petersburg merchants and business persons in conducting their trade or business at their regular business premises during the St. Pete Pride Events.

3.4. **Media and Broadcast Rights.** The City hereby grants to St. Pete Pride the rights to license any and all media coverage, television broadcasts, or other broadcasts, locally, nationally, internationally, or otherwise, related to the St. Pete Pride Events. St. Pete Pride shall notify the City of the identity of media entities that will cover the St. Pete Pride Events. St. Pete Pride shall endeavor to reflect in such coverage and broadcast the location of the St. Pete Pride Events and the involvement of the City incident to this Agreement.

3.5. **St. Pete Pride Events Logo(s).**

A. The City acknowledges that St. Pete Pride is the owner of the St. Pete Pride Events Logo(s), and that the City shall not interfere with St. Pete Pride's use or licensing of such St. Pete Pride Events Logo(s), provided that St. Pete Pride complies with the provisions of this Article 3.5.

B. The City may use the St. Pete Pride Events Logo(s) for promotion of the City or the St. Pete Pride Events with St. Pete Pride's prior written consent, which consent shall not be unreasonably withheld or delayed. The City shall not alter or modify the St. Pete Pride Events Logo(s) without St. Pete Pride's prior written consent.

C. St. Pete Pride may use City owned logo(s) and trademark(s) for promotion of the St. Pete Pride Events with the City's prior written consent, which consent shall not be unreasonably withheld or delayed. St. Pete Pride shall not alter or modify the City's logo(s) or trademark(s) without the City's prior written consent.

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

3.7. **Business Plan, Records and Reports.**

A. On or before June 15 of each year during the Term, St. Pete Pride shall provide the City a detailed business plan which shall include a financial pro-forma identifying all revenues and expenses anticipated for the St. Pete Pride Events to be conducted in that year.

B. St. Pete Pride shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. St. Pete Pride shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at
no cost to the City, within ninety (90) days of such request. Except as
otherwise authorized by the City, St. Pete Pride shall retain all such books,
records and information for a minimum of five (5) years after the end of the
Term (as defined herein). 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. St. Pete Pride shall, at any reasonable time
requested by the City and as often as the City may deem necessary, make
available to the City for examination all of its books, records and
information with respect to all matters covered by this Agreement and shall
permit the City or its designated authorized representatives to audit and
inspect all such books, records and information relating to all matters
covered by this Agreement.

3.8. **Funding by the City.**

A. Subject to receipt of the business plan pursuant to Article 3.7A, the City
agrees that St. Pete Pride shall be responsible for payment of charges for
City Services for any St. Pete Pride Event conducted during the Term
(“Charges”) as follows:

1) In any year in which the LGBT Pride Parade and Pride Street
Festival are both conducted in Grand Central, St. Pete Pride shall be
responsible for fifty percent (50%) of Charges less than or equal to
ninety thousand dollars ($90,000), (e.g. if the Charges are ninety
two thousand dollars ($92,000), St. Pete Pride would be responsible for
paying forty-five thousand dollars ($45,000)). St. Pete Pride shall be
responsible for one hundred percent (100%) of all Charges in excess
of ninety thousand dollars ($90,000) (e.g. if the Charges are one
hundred thousand dollars ($100,000), St. Pete Pride would be
responsible for paying fifty-five thousand dollars ($55,000) [i.e.,
$45,000 (50% of the first $90,000) + $10,000 (Charges in excess of
$90,000)].

2) In any year in which the LGBT Pride Parade is conducted in
downtown St. Petersburg and the Pride Street Festival is conducted
in Grand Central (including in the year 2017), St. Pete Pride shall be
responsible for fifty percent (50%) of Charges less than or equal to
seventy thousand dollars ($70,000). (e.g. if the Charges are seventy
two thousand dollars ($72,000), St. Pete Pride would be responsible for
paying thirty-five thousand dollars ($35,000)). St. Pete Pride shall be
responsible for one hundred percent (100%) of all Charges in excess of
seventy thousand dollars ($70,000) (e.g. if the Charges are one
hundred thousand dollars ($100,000), St. Pete Pride would be
responsible for paying sixty-five thousand dollars ($65,000) [i.e.,
$35,000 (50% of the first $70,000) + $30,000 (Charges in excess of
$70,000)].
3) In any year in which the LGBT Pride Parade and Pride Street Festival are both conducted in downtown St. Petersburg, St. Pete Pride shall be responsible for fifty percent (50%) of Charges less than or equal to fifty thousand dollars ($50,000), (e.g. if the Charges are fifty thousand dollars ($50,000), St. Pete Pride would be responsible for paying twenty-five thousand dollars ($25,000)). St. Pete Pride shall be responsible for one hundred percent (100%) of all Charges in excess of fifty thousand dollars ($50,000) (e.g. if the Charges are one hundred thousand dollars ($100,000), St. Pete Pride would be responsible for paying seventy-five thousand dollars ($75,000) [i.e. $25,000 (50% of the first $50,000) + $50,000 (Charges in excess of $50,000)].

B. The City shall not be responsible for and shall not be deemed to have excused St. Pete Pride from the responsibility for any charges, fees, or other costs except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, all obligations of St. Pete Pride pursuant to this Agreement shall be performed by St. Pete Pride at its sole cost and expense unless this Agreement specifically provides otherwise.

C. Nothing in this Article 3.8 shall not be construed to limit St. Pete Pride from completing and returning to the City a co-sponsored events application.

D. All funding required to be provided by the City pursuant to this Agreement is subject to Article 7.12.

3.9. City Services. The City shall provide City Services for the St. Pete Pride Events, as requested by St. Pete Pride and which the City has available or at its disposal; provided that such City Services are mutually agreed upon in writing by the Parties. The City shall invoice St. Pete Pride for Charges for City Services in accordance with Article 3.8.A, and St. Pete Pride shall pay such amount within thirty (30) days after receipt of such invoice.

3.10. City Promotional Opportunities.

A. St. Pete Pride shall provide the City (i) at least five (5) complimentary entries in the LGBT Pride Parade to be conducted each year during the Term.

B. St. Pete Pride shall provide the City six (6) complimentary tickets to all St. Pete Pride fundraising events and galas held in St. Petersburg each year during the Term.

C. St. Pete Pride shall provide the City one (1) full page ad space in the official Pride guide for the St. Pete Pride Events to be conducted each year during the Term, at no cost to the City, for promotional purposes.
3.11. **Authorizations.** St. Pete Pride shall be responsible for seeking and obtaining any and all permits (e.g., street closure permit and parade permit), licenses, certifications, consents, or other authorizations required by any public or private entity for organizing and conducting the St. Pete Pride Events and all other matters in connection therewith.

3.12. **Unanticipated Events and Needs.** The Parties acknowledge that certain needs and/or changes related to the St. Pete Pride Events 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 other articles of this Agreement. In the event such notice is given pursuant to this Article 3.12, the Parties shall attempt to negotiate such amendments to this Agreement that may be necessary.

**ARTICLE IV: TERM AND EXTENSION**

4.1 **Term and Extension.** This Agreement shall commence on the Execution Date and expire at midnight on September 30, 2021 ("Term"), unless earlier terminated as provided for herein.

**ARTICLE V: DEFENSE OF CLAIMS, INDEMNIFICATION AND INSURANCE**

5.1 **Indemnification.**

A. St. Pete Pride 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, "Claim(s)") arising out of or in any way connected with the St. Pete Pride Events or any Kick-Off Event; 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 St. Pete Pride, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants, or customers; (ii) the negligence of the Indemnified Parties arising out of St. Pete Pride Events or any Kick-Off Event; (iii) the intentional wrongful acts and omissions of St. Pete Pride, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants or customers; (iv) any allegations of dangerous condition of public property or premises liability for the property of the Indemnified Parties; (v) the failure of St. Pete Pride, its agents, employees, contractors, subcontractors, concessionaires, licensees, patrons, spectators, volunteers, participants or customers to comply and conform with all applicable Laws; (vi) the St. Pete Pride Events or any Kick-Off Event or any portion thereof obstructing physical access to property; and (vii) the St. Pete Pride Events or any Kick-Off Event or any portion thereof...
causing a nuisance, including Claims in the nature of nuisance.

B. The City shall promptly notify St. Pete Pride in writing of any Claim against any of the Indemnified Parties of which the foregoing indemnification relates. St. Pete Pride shall have the right to control the defense of any Claim subject to indemnification and to settle any such Claim provided that St. Pete Pride pays the entire amount of any settlement or judgment and there is no finding of fault against the Indemnified Parties, or as otherwise agreed to in writing by the City.

C. The provisions of this Article 5.1 are independent of, and will not be limited by, any insurance required to be obtained by St. Pete Pride pursuant to this Agreement or otherwise obtained by St. Pete Pride, and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

5.2 Insurance Coverage.

A. St. Pete Pride shall carry the following minimum types and amounts of insurance at its own expense:

1) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) 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 St. Pete Pride’s insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
D. St. Pete Pride shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, St. Pete Pride shall provide copies of current policies with all applicable endorsements.

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

F. St. Pete Pride 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 St. Pete Pride.

**ARTICLE VI - TERMINATION**

6.1. For Convenience. The City may terminate this Agreement for its convenience upon thirty (30) days prior written notice to St. Pete Pride. In the event of termination pursuant to this Article 6.1, the City shall have no liability to St. Pete Pride related to termination of this Agreement by the City for convenience.

6.2. For Default. Either party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the notifying party specifying the default.

**ARTICLE VII - MISCELLANEOUS**

7.1. Notices.

A. Any and all notices to be given to St. Pete Pride under this Agreement or required by law to be given to St. Pete Pride 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:

St.Pete Pride, Inc.
2227 Central Avenue
St. Petersburg, FL 33713
727-342-0084
Attn: Eric Skains

B. Any and all notices to be given to the City under this Agreement or required by law 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:
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 7.1, which notice shall be effective upon receipt by the other party.

7.2. **Assignment.** St. Pete Pride 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 7.2, whether voluntary or involuntary, shall be void and shall confer no rights upon an assignee.

7.3. **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 St. Pete Pride shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

7.4. **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.

7.5. **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.

7.6. **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.

7.7. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
7.8. **Relationship of Parties.** This Agreement does not in any way constitute St. Pete Pride as the agent, employee or legal representative of the City for any purpose whatsoever. St. Pete Pride 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 St. Pete Pride. The City shall in no way be responsible for any debts incurred by St. Pete Pride.

7.9. **Nondiscrimination.** St. Pete Pride shall not discriminate against anyone in the participation in the St. Pete Pride Events or any Kick-Off Event because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

7.10. **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.

7.11. **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.

7.12 **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.

7.13 **No Third Party Beneficiaries.** Persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

7.14 **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. No change to this Agreement will be valid unless made by a written amendment duly executed by the Parties.

7.15 **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.

7.16 **Payment of Taxes.** Unless otherwise specifically provided for in this Agreement, St. Pete Pride shall pay before they become delinquent all applicable taxes associated with the St. Pete Pride Events or any Kick-Off Event required to be conducted pursuant to this Agreement.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
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: ___________________________ Chan Srinivasa, City Clerk
    Mayor or Designee

(Seal)

ST. PETE PRIDE, INC. WITNESSES

Sign:_________________________ Sign:_________________________
Print:________________________ Print:________________________
Title:________________________

Approved as to Content and Form:

_____________________________
City Attorney (Designee)

By:_________________________
Assistant City Attorney

Document No. 00309188
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: A resolution approving an Amended and Restated Agreement between the City of St. Petersburg, Florida ("City") and Wenger Corporation ("Wenger") to remove fabrication of the forestage canopy, expand Wenger's duties to include the installation of the orchestra shell, increase to contract price by an amount not to exceed $744,152 (for a total contract price not to exceed $1,494,152), modify certain provisions and add additional provisions; authorizing the City Attorney's office to make non-substantive changes to the Amended and Restated Agreement; authorizing the Mayor or his designee to execute the Amended and Restated Agreement and all other documents necessary to effectuate this transaction; and providing an effective date. (Engineering Project No. 15218-019; Oracle No. 14661).

Explanation: On January 21, 2016, City Council approved a State of Florida Cultural Facilities Grant in the amount of $1,000,000 to fund the design and manufacture of a new orchestra shell and forestage canopy for the Mahaffey Theater. The grant agreement required the City to encumber the grant funds by June 30, 2016 with an approved thirty (30) day extension to July 31, 2016. The grant funds were encumbered under two separate City Council actions. The first of these was approval of the design services with ARC3 Architecture, Inc. ("ARC3") which resulted in the encumbrance of approximately $250,000. The second action was to encumber the balance ($750,000) under a contract with a qualified acoustical orchestra shell manufacturer for the fabrication and installation of the shell itself.

On April 27, 2016, the City issued RFQ No. 6071 ("RFQ") for the fabrication and delivery of a new acoustic shell for the Mahaffey Theater stage and a forestage canopy. It was anticipated in the City’s RFQ, that the delivery and installation of the shell would be negotiated with the selected vendor at a later date. The City received two responses to the RFQ and a selection committee recommended selection of Wenger Corporation ("Wenger") as the most qualified vendor.

On July 28, 2016, the City and Wenger executed an agreement in an amount not to exceed $750,000 for Wenger to manufacture, temporarily store, deliver and either perform or monitor the installation of the orchestra shell and forestage canopy for the Mahaffey Theater. This effectively encumbering the balance of the $1,000,000 in State of Florida Cultural Facilities grant funds. Wenger’s RFQ response documents included an initial price proposal based on the preliminary design and other fabrication specifications included in the RFQ. The initial price proposal was for fabrication of the orchestra shell and a subsequently deleted forestage canopy only. Such initial price proposal did not include the demolition and removal of the existing shell, the delivery and installation services, or any adjustments in the fabrication costs as a result of changes from the preliminary design documents to the final design documents; however, since it was anticipated that these work elements would need to be added to the scope, provisions were included in the Wenger Agreement to allow for the future addition of the undetermined scope.
After execution of the agreement, Wenger commenced consultations with City’s acoustical design team, The Florida Orchestra staff and Mahaffey Theater staff to finalize the design and develop detailed shop drawings to fully meet the intent of the design. Based upon the final design, Wenger has provided the City with a revised price proposal for the remaining revised scope of work. This includes the following:

1. Revisions to the cost of fabrication of the new orchestra shell with necessary adjustments required to the structural support and rigging of the ceiling panels;
2. A credit for the deletion of the forestage canopy;
3. Labor and materials for the demolition and removal of the existing orchestra shell;
4. Transportation and delivery costs;
5. Labor and material costs for modifications to the rigging system to support the ceiling panels;
6. Labor and material costs required to provide electrical service to the shell lighting and motorized equipment; and
7. Complete installation of the new acoustical orchestra shell.

The installation of the shell must be completed during a two week period in the month of July that the Mahaffey Theater has blocked off for this work. The demolition and removal of the existing shell as well as other preparatory work will occur several weeks prior to the installation based on a schedule of available dates worked out with the Mahaffey Theater staff. In order to meet these critical dates, production of the orchestra shell within the scope of the initial $750,000 contract amount has been authorized. In order to authorize the complete fabrication and perform the balance of the work required for a turnkey installation, approval of an amended and restated agreement with a revised scope, modified terms and additional terms is requested.

Wenger has the means and resources to self-perform the entirety of this work via its own forces and those of its subsidiary, JR Clancy.

**Recommendation:** Administration recommends approving an Amended and Restated Agreement between the City of St. Petersburg, Florida and Wenger Corporation ("Wenger") to remove fabrication of the forestage canopy, expand Wenger's duties to include the installation of the orchestra shell, increase to contract price by an amount not to exceed $744,152 (for a total contract price not to exceed $1,494,152), modify certain provisions and add additional provisions; authorizing the City Attorney's office to make non-substantive changes to the Amended and Restated Agreement; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

**Cost/Funding/Assessment information:** Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Mahaffey Theater Orchestra Shell Replacement Project (Engineering/CID Project No. 15218-019; Oracle No. 14661).
Attachments: Resolution

Approvals:

[Signatures]

Administrative
Budget
RESOLUTION NO. 2017---

A RESOLUTION APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND WENGER CORPORATION ("WENGER") TO REMOVE FABRICATION OF THE FORESTAGE CANOPY, EXPAND WENGER'S DUTIES TO INCLUDE THE INSTALLATION OF THE ORCHESTRA SHELL, INCREASE TO CONTRACT PRICE BY AN AMOUNT NOT TO EXCEED $744,152 (FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $1,494,152), MODIFY CERTAIN PROVISIONS AND ADD ADDITIONAL PROVISIONS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AMENDED AND RESTATED AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 15218-019; ORACLE NO. 14661).

WHEREAS, on July 28, 2016, the City of St. Petersburg, Florida ("City") and Wenger Corporation ("Wenger") executed an agreement in an amount not to exceed $750,000 for Wenger to manufacture, temporary store, delivery, and either perform or monitor the installation of the orchestra shell and forestage canopy for the Mahaffey Theater; and

WHEREAS, the work and services to be performed and provided by Wenger were divided into two tasks; and

WHEREAS, it was anticipated that as the designed evolved that the initial price estimates would need to be revised and that changes to increase and/or modify the work and services would be necessary; and

WHEREAS, based on the work and services performed to date and after consultation with Wenger, City's design team (ARC3 Architecture), The Florida Orchestra staff, and Mahaffey Theater staff it has been determined that the forestage canopy should be removed and that Wenger's duties should be modified to include installation of the orchestra shell; and

WHEREAS, the City and the Wenger desire to amend and restate the existing agreement to remove fabrication of the forestage canopy, expand Wenger's duties to include the installation of the orchestra shell, increase to contract price by an amount not to exceed $744,152 (for a total contract price not to exceed $1,494,152), modify certain provisions and add additional provisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an Amended and Restated Agreement between the City of St. Petersburg, Florida and Wenger Corporation ("Wenger") to remove fabrication of the forestage canopy, expand Wenger's duties to include the installation of the orchestra shell, increase to contract price by an amount not to exceed $744,152 (for a total contract price not to exceed $1,494,152), modify certain provisions and add additional provisions is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Amended and Restated Agreement to correct typographical errors and clarify provisions of the Amended and Restated Agreement to conform to City Council's direction.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Amended and Restated Agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

Final

Approved by:

Brijesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-06-KHA/T to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water Reclamation Facility (SWWRF) Access Improvements – Traffic Study; approving a supplemental appropriation in the amount of $96,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the SW Access Improve FY17 Project (Engineering Project No. 17064-111; Oracle No. 15967)

EXPLANATION: On May 5, 2016, the City Council approved an Architect/Engineering Agreement with the professional consulting engineering firm of Kimley-Horn and Associates, Inc. ("A/E") for engineering services related to the design and construction of Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects.

The Southwest Water Reclamation Facility (SWWRF) located on 54th Avenue South and 41st Street, at the end of the I-275 southwest bound off ramp, is currently undergoing improvements and once it is completed will result in additional traffic trip generation to the treatment plant. The Traffic Study will provide a comprehensive evaluation and analysis of the overall traffic impacts to the SWWRF and surrounding area associated with the future expansion. The final study report will include a Justification Summary Memorandum of the proposed improvements, prepared for approval and concurrence by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA). The primary goal of the Traffic Study is to provide the City and other surrounding stakeholders with a better understanding of the traffic impacts. Stakeholders include, but are not limited to, FDOT, MPO, Eckerd College and neighboring community.

The scope of this project includes analysis and review of the crash history within the limits of this corridor, evaluating the existing operation of the traffic signals, projecting year 2040 traffic volumes and operations at the traffic signals. Also included is review of existing conditions along the corridor including relevant laneage, speed limits, signal traffic control and pedestrian and bicycle facilities. Two (2) field visits will be conducted to collect information and observe traffic operations. Additional data will be collected to supplement the traffic study and provide a better understanding of the overall traffic impacts to SWWRF associated with the future expansion plans of other stakeholders and facilities surrounding the SWWRF. A Justification Summary Memorandum will be prepared by the A/E describing the need and purpose of the proposed improvements with supporting data and documentation. The traffic analysis will be conducted to consider year 2020 and 2040 to support future traffic flow. A Draft Technical Memorandum (TM) will be prepared by the A/E of the data results analysis to be reviewed and commented on by the City Council and the City before preparing a final version to submit. After the TM is completed
A/E costs for Design Phase will be provided to Council for approval as an amendment to this Task Order.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-06-KHA/T to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water Reclamation Facility (SWWRF) Access Improvements – Traffic Study; approving a supplemental appropriation in the amount of $96,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the SW Access Improve FY17 Project (Engineering Project No. 17064-111; Oracle No. 15967).

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available upon the approval of a supplemental appropriation in the amount of $96,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the SW Access Improve Project (Engineering Project No. 17064-111; Oracle No. 15967).

ATTACHMENTS: Resolution
Task Order No. 16-06-KHA/T

APPROVALS:

[Signature]
Administrative

[Signature]
Budget
RESOLUTION NO. 2017-——

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-06-KHA/T TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $82,393.44 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY (SWWRF) ACCESS IMPROVEMENTS – TRAFFIC STUDY; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $96,000 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE SW ACCESS IMPROVE FY17 PROJECT (ENGINEERING PROJECT NO. 17064-111; ORACLE NO. 15967)

WHEREAS, on May 5, 2016, the City Council approved an Architect/Engineering Agreement with the professional consulting engineering firm of Kimley-Horn and Associates, Inc. ("A/E") for engineering services related to the design and construction of Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, the Southwest Water Reclamation Facility (SWWRF) located on 54th Avenue South and 41st Street, at the end of the I-275 southwest bound off ramp, is currently undergoing improvements which, once it is completed, will result in additional traffic trip generation to the treatment plant; and

WHEREAS, the proposed Traffic Study will provide a comprehensive evaluation and analysis of the overall traffic impacts to the SWWRF and surrounding area associated with the future expansion; and

WHEREAS, the Traffic Study includes analysis and review of the crash history within the limits of this corridor, evaluating the existing operation of the traffic signals, projecting year 2040 traffic volumes and operations at the traffic signals; and

WHEREAS, the final Traffic Study report will include a Justification Summary Memorandum of the proposed improvements for approval and concurrence by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA); and

WHEREAS, the primary goal of the Traffic Study is to provide the City and other surrounding stakeholders with a better understanding of the traffic impacts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 16-06-KHA/T to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water
to the agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. in an amount not to exceed $82,393.44 for professional engineering services for the Southwest Water Reclamation Facility (SWWRF) Access Improvements — Traffic Study; and

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Water Resources Capital Projects Fund (4003):

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Resources Capital Projects Fund (4003)</td>
<td>$96,000</td>
</tr>
<tr>
<td>SW Access Improve FY17 Project (15967)</td>
<td></td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

Approved by: Tom Greene
Budget Director

Approved by: Brijesh Prayman
Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
This Task Order No. 16-06-KHA/T is made and entered into this _____ day of ____________, 20____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRAFFIC CALMING, BICYCLE/PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACT PROJECTS dated June 1, 2016 (“Agreement”) between Kimley-Horn and Associates, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The CITY’s Southwest Water Reclamation Facility (SWWRF) located on 54th Ave. South and 41st St. South, off the I-275 southbound off-ramp, is currently undergoing expansion and once complete it will result in additional traffic trip generation to the treatment plant. In addition, as part of this traffic study, it is the CITY’s intent to better understand the overall traffic impacts to SWWRF associated with the future expansion plans of other stakeholders and facilities surrounding the SWWRF. Stakeholders of interest include FDOT, MPO, Eckerd College and the neighboring community.

The CITY has authorized the A/E to undertake a comprehensive traffic study/analysis of this corridor, within the limits of the southbound I-275 off-ramp and the signalized intersection at Avenue of States Drive (Eckerd Drive), which provides access to Eckerd College. The expanded traffic study area will provide recommendations for a dedicated left turn lane, access improvements and associated modifications required for accommodating all traffic entering and leaving the SWWRF. The A/E will also coordinate with the CITY, FDOT, MPO and Eckerd College to obtain available data and information for use in the traffic model. It is also expected that the A/E will obtain required approvals from the FDOT and the FHWA. From a safety perspective, it is conceivable that the proposed modification and improvements may include widening the southbound I-275 off-ramp to westbound 54th Ave. South, to facilitate a dedicated left turn lane into the SWWRF access drive at 41st St. South. From an efficiency standpoint, the A/E shall incorporate appropriate available data from other sources and/or previous studies to supplement this traffic study and to provide applicable information to FDOT and FHWA for the justification and safety considerations for a new dedicated left turn lane.

The study will include analysis and review of the crash history within the limits of this corridor, evaluating the existing operation of the signals, projecting year 2040 traffic volumes at the signalized intersections, as well as the current and projected traffic entering and exiting the SWWRF driveway as provided by the CITY, and evaluating the year 2040 traffic operations.

The A/E will provide the CITY with a Technical Memorandum identifying the results of this study addressing both intersection on 54th Ave. South at Avenue of States Drive (Eckerd Drive) and at the SWWRF access drive at 41st Street South.
II. **SCOPE OF SERVICES**

**Task 1 — Data Collection**

The A/E will identify the existing conditions within the limits of this corridor including relevant laneage, speed limits, signal traffic control, signage traffic control, and pedestrian and bicycle facilities. The A/E will conduct two (2) field visits to collect information and observe traffic operations. The A/E will request available traffic counts and three years of crash data from FDOT.

The A/E will collect intersection turning movements for both intersections on 54th Ave. South at Avenue of States Drive (Eckerd Drive) and at the SWWRF access drive at 41st Street South within the limits of this corridor for a duration of 12 hours from 7 AM to 7 PM on a weekday. The data will be reviewed to identify turning movement counts (vehicles, trucks and pedestrians) at peak times from 3:00 PM to 6:00 PM and from 7:30 AM to 9:30 AM. The A/E will also collect traffic signal timing data from the CITY for the periods analyzed.

To enhance the CITY’s overall objective of this traffic study, the A/E will also collect additional data to supplement the traffic study and provide a better understanding of the overall traffic impacts to SWWRF associated with the future expansion plans of other stakeholders and facilities surrounding the SWWRF. Stakeholders of interest include FDOT, MPO, Eckerd College and neighboring community. The A/E will review and document planned and programmed facility improvements that may potentially impact traffic flows at or near the Eckerd College and the SWWRF access drive, based on the information collected.

The A/E will also review relevant information and data from the stakeholders relative to their planned (future) facility improvements (i.e., growth, expansion, master plan studies, alternative access, etc.) that could have the potential to affect the future operation of the intersections at Avenue of States Drive (Eckerd Drive) and the SWWRF access drive at 41st St. South.

**Task 2 — Justification Summary Memorandum**

Due to the potential impacts of this project to the I-275 off-ramp, A/E will coordinate with FDOT relative to the required notification and approval process from the Federal Highway Administration (FHWA). Based on previous meetings and guidance from FDOT, it is understood that an Interchange Operational Analysis Report (IOAR) for this project will not be required. Instead a Justification Summary Memorandum for the proposed change(s) will be prepared for approval and concurrence by FDOT and FHWA. A/E will prepare this document/memorandum describing the access request including the need and purpose of the proposed improvements with supporting data/documentation. A/E will prepare graphics illustrating the SWWRF site, its current access and traffic movements allowed at its driveway connection to 54th Ave. South. Available data from FDOT and other relevant data obtained in Task 1 will be included in the summary.

**Task 3 — Traffic Operations Analysis and Recommendations**

The A/E will analyze existing conditions using SYNCHRO to model 54th Avenue South at intersection with Avenue of States Drive (Eckerd Drive) and the SWWRF access drive at 41st St. South, including the review of the crash history at both, these intersections.
Future intersection turning movements at the study intersections will be developed for two periods as indicated below:

1. Year 2020, the projected year of the completion of the SWWRF expansion
2. Year 2040.

For the 2020 analysis, future annual average daily traffic (AADT) volumes will be developed based on historic traffic trends for a minimum of the last ten years. Year 2020 trips accessing Eckerd College and the SWWRF facility at the study intersections will also be considered in developing the 2020 AADT volumes.

For the 2040 analysis, future AADT volumes will be developed after considering the results of the Tampa Bay Regional Planning Model (TBRPM), as well as historic trends. The TBRPM base year model will be reviewed to determine the accuracy of the model within the study area. In the event the base year model either underestimates or over estimates the base year traffic counts, adjustments to the model will be considered. These adjustments may include changes to facility types, area types or centroid connector locations. If these adjustments do not correct the over, or under estimating of traffic volumes, manual adjustments to future model results will be considered. After considering the model results and historic trends, a growth rate will be developed for projecting future AADT volumes.

The future AADT volumes will be used to develop turning movements at the study intersections. The A/E will coordinate with FDOT, and thru the CITY to determine if the Standard K Factor (9.0%) is appropriate, or if a lower K Factor should be used due to the influence of beach traffic. Once the K factor has been established, future turning movements will be developed at the study intersection. These volumes will be provided to FDOT thru the CITY for their approval, prior to conducting the 2020 and 2040 traffic operation analysis.

The A/E will analyze 2020 and 2040 conditions using SYNCHRO to model 54th Ave. South, at its intersection with Avenue of States Drive (Eckerd Drive) and the SWWRF access drive at 41st St. South. Anticipated operating conditions with and without the proposed dedicated left turn lane will be identified for 2020 and 2040 conditions. In addition, the A/E will perform a queuing analysis to determine the anticipated stacking or queueing length required for the proposed left turn lane.

Task 4 – Technical Memorandum and Study Results

A/E will prepare and document the results of the analysis in a Draft Technical Memorandum (TM), and submit the same to the CITY for review. A/E will meet with the CITY to discuss their review comments, provide responses to the CITY's concerns and answer any other questions. The A/E will incorporate the relevant comments and revise the TM accordingly. The Revised TM will be submitted to the CITY in electronic format (pdf) for submittal to FDOT for their review and comment. FHWA feedback and concurrence will be obtained thru the FDOT. A/E will organize and attend a joint review meeting with the CITY and FDOT to discuss FDOT's review comments, including any issues relevant to FHWA to document need and justification relative to the widening of the I-275 off-ramp. A/E will prepare the Final TM, incorporate all relevant review comments from FDOT and FHWA, and submit three (3) signed and sealed copies of the Final TM to the CITY.
Task 5 – Concept Left Turn Lane Plans and Probable Construction Cost

After the completion of Final TM, the A/E shall prepare concept level plans and opinion of probable construction cost for the left turn lane including the necessary coordination with the FDOT's current Milling and Resurfacing (3R) design project within this corridor of 54th Ave. South. A/E shall use available topographic data and as-built plans of I-275 and 54th Ave. South for preparing the concept level geometric layout of the left turn lane. It is also known that the FDOT's 3R project is at 60% Design and the letting is currently scheduled for October 2017, with the actual start of construction expected to be in February/March of 2018. The FDOT's project schedule will allow sufficient time to develop the construction plans for the proposed left turn lane for the SWWRF access drive, as well as, provide the opportunity to construct the project under a Joint Project Agreement (JPA) with FDOT. This collaborative approach with FDOT using the JPA project delivery method, will save the CITY both, construction time and cost.

Task 6 – Project Management & Admin

During the execution of this project, the A/E shall provide all project management and administration functions, including QA/QC, supervision, coordination, attendance at all required project meetings, prepare meeting minutes, and managing schedule/budget. The A/E will include a maximum of ten (10) meetings and prepare the associated meeting minutes for the various aspects of work during the performance of this study. The following project meetings are included in the scope of services with an aver:

- One (1) Project kick-off meeting with the CITY and FDOT
- Three (3) stakeholder meetings (Eckerd College and MPO)
- One (1) meeting with FDOT relative to adjacent RRR project
- Two (2) Technical Memorandum review meetings; one each with CITY and FDOT
- Two (2) progress review meetings with CITY
- One (1) Concept plans review meeting with CITY and FDOT

Task 7 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes the CITY requests, will be considered additional services and will be negotiated separately under a different Task Work Order. Additional services that can be provided may include, but will not be limited to, the following:

- Expanded data collection and traffic modeling.
- Preparation of materials other than Technical Memorandum
- Review of construction plans for the FDOT's 3R project
- Assistance and support for a Joint Project Agreement with FDOT
- Final design and construction plans for the dedicated left turn lane for the SWWRF access drive

III. SCHEDULE

The A/E shall provide the services described in the above Scope of Services based on the following schedule from the issuance of the Notice to Proceed (NTP) and assuming an expeditious reviews and turnaround time from FDOT, FHWA and the CITY:
Data Collection & Stakeholder Meetings | 4 weeks
Justification Summary Memorandum | 2 weeks
Traffic Operations Analysis | 4 weeks
Technical Memorandum | 4 weeks
Concept Access Drive Improvements | 2 weeks

TOTAL TIME FROM NTP | 16 weeks (includes reviews & meetings)

IV. **A/E'S RESPONSIBILITIES**

The A/E shall provide the services described in the above Scope of Services.

V. **CITY'S RESPONSIBILITIES**

The CITY's participation under this Task Order is anticipated to include, but not limited to, to the following:

- Provide available traffic data, reports, master plans, etc.
- Provide projected traffic data for the SWWRF based on the current and future expansion plans.
- Facilitate dialogue and communication with the key stakeholders and participate in meetings.
- Review and comment on the A/E’s deliverables.

VI. **DELIVERABLES**

Deliverables for this Task Order will consist of the following:

- A Justification Summary Memorandum
- A Technical Memorandum documenting the study findings and appropriate recommendations.
- Conceptual plans for the proposed dedicated left turn lane in accordance with the results of the traffic study and the proposed milling & resurfacing plans on 54th Avenue by FDOT within this corridor.

VII. **A/E’S COMPENSATION**

For work under Tasks 1 through 6, the CITY shall compensate the A/E in a lump sum amount of **$72,393.44** for services provided and expenses incurred, based on the Task Breakdown shown in the attached Appendix B.

This Task Order establishes an allowance in the amount of **$10,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The grand total for Tasks 1 through 6 and the Allowance is **$82,393.44**
VIII. **PROJECT TEAM**

A/E will subcontract traffic data collection services to National Data & Surveying Services. A copy of the subconsultant’s proposal is attached and the cost is included in the A/E’s compensation amount above.

IX. **MISCELLANOUS**

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

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

**ATTEST**

By: ____________________________
Chandrahasa Srinivasa
City Clerk

(SEAL)

**CITY OF ST. PETERSBURG, FLORIDA**

By: ____________________________
Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: ____________________________

**APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY’S OFFICE**

By: ____________________________
City Attorney (Designee)

**KIMLEY-HORN AND ASSOCIATES, INC.**

(Company Name)

By: ____________________________
Gary J. Nadeau, P.E. Vice President
(Printed Name and Title)

Date: 2/9/2017

**WITNESSES:**

By: ____________________________
Nizar Jetha, P.E. Project Manager
(Printed Name)

Date: 2/9/2017
## APPENDIX B

### Work Task Breakdown

**CITY of St. Petersburg SWWRF Access Drive Improvements**

### Traffic Study

#### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Project Role</th>
<th>Project Manager</th>
<th>Quality Assurance</th>
<th>Traffic Studies</th>
<th>Roadway</th>
<th>Travel Demand Modelling</th>
<th>Analysis</th>
<th>Cadd Production</th>
<th>Project Admin</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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</thead>
<tbody>
<tr>
<td>Employee Name</td>
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<td>Nadeau</td>
<td>Tate</td>
<td>Leap</td>
<td>Woodward</td>
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<td>Donahue</td>
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<td>$15.18</td>
<td>$10.96</td>
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#### TASK

1. **Data Collection includes site visits**
   - Task Cost: $8,014.82
   - Labor Cost: $281.20
   - Markup on Subconsultant Services: $305.00
   - Allowance: $30.50
   - Total Cost Without Allowance: $8,500.32
   - Total Cost With Allowance: $8,530.82
2. **Justification Summary Memorandum**
   - Task Cost: $5,610.50
   - Labor Cost: $264.34
   - Markup on Subconsultant Services: $- $-
   - Allowance: $- $-
   - Total Cost Without Allowance: $5,610.50
   - Total Cost With Allowance: $5,610.50
3. **Traffic Operations Analysis and Recommendations**
   - Task Cost: $12,624.80
   - Labor Cost: $250.13
   - Markup on Subconsultant Services: $158.91
   - Allowance: $107.79
   - Total Cost Without Allowance: $12,624.80
   - Total Cost With Allowance: $12,624.80
4. **Prepare TM including documentation of Traffic Study Results**
   - Task Cost: $10,226.32
   - Labor Cost: $141.63
   - Markup on Subconsultant Services: $158.91
   - Allowance: $107.79
   - Total Cost Without Allowance: $10,226.32
   - Total Cost With Allowance: $10,226.32
5. **Develop Concept Left Turn Lane Plans & Const Cost Estimate**
   - Task Cost: $8,727.46
   - Labor Cost: $141.63
   - Markup on Subconsultant Services: $158.91
   - Allowance: $107.79
   - Total Cost Without Allowance: $8,727.46
   - Total Cost With Allowance: $8,727.46
6. **Proj Mgmt/Admin (2 hrs/wk x 12 wks)**
   - Task Cost: $26,854.04
   - Labor Cost: $404.00
   - Markup on Subconsultant Services: $604.00
   - Allowance: $404.00
   - Total Cost Without Allowance: $26,854.04
   - Total Cost With Allowance: $26,854.04

**Totals**

- Task Cost: $72,057.94
- Labor Cost: $1,204.00

#### II. Fee Calculation

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#### III. Fee Limit

- Lump Sum Cost: $72,393.44
- Allowance: $10,000.00
- Total: $82,393.44

#### IV. Notes:

1. Rate x overhead + profit (per contract)
2. As negotiated with the City
3. Allowance to be used only upon City's written authorization
4. Includes 10 percent markup of SUBCONSULTANT (per contract)
To: S. Clifton Tate, Jr.
Kimley-Horn
3660 Maguire Blvd., Suite 200
Orlando, FL 32803
407-427-1628

<table>
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<th>Rate</th>
<th>Line Total</th>
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<td>$305.00</td>
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<tr>
<td></td>
<td>w/Sketches, Signal Timing and Phasing</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*7:30-9:30am &amp; 3-6pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1- Person</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total $305.00

Quotation prepared by: Diana Leon

To accept this quotation, sign here and return
Via email: diana@ndsdata.com Via Fax: 323-375-1666:

Thank you for your business!

NDS 7414 Surrey Pines Dr, Apollo Beach, FL 33572 P: 813-658-8121 E: diana@ndsdata.com
Corporate Office 8370 Wilshire Blvd, Ste 205, BH, CA 90211 323-782-0090
RESOLUTION NO. ______

A RESOLUTION ACKNOWLEDGING THE SELECTION OF THE HASKELL COMPANY (“HASKELL”) AS THE MOST QUALIFIED FIRM TO PROVIDE CONSTRUCTION MANAGER SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY IMPROVEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AN THE CONSTRUCTION MANAGER CONTRACT (“CONTRACT”) WITH HASKELL FOR CONSTRUCTION MANAGER SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY IMPROVEMENTS, WHICH CONTRACT IS SUBJECT TO CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) issued a Request for Qualifications (“RFQ”) for a Construction Manager for the Southwest Water Reclamation improvements on January 6, 2017; and

WHEREAS, the City received five (5) statements of qualifications from (1) Archer Western Construction, LLC; (2) MWH Constructors, Inc.; (3) PCL Construction, Inc.; (4) The Haskell Company and (5) Wharton-Smith, Inc. in response to the RFQ; and

WHEREAS, the selection committee (B rejesh Prayman, John Palenchar, Mike Ryle, John Parks, David Abbaspour and George “Kenny” Wise) met on February 13, 2017, to discuss the statements of qualifications and voted to short-list and hear presentations from PCL Construction, Inc.; The Haskell Company and Wharton-Smith, Inc.; and

WHEREAS, the three (3) short-listed firms made presentations to the selection committee on February 17, 2017; and

WHEREAS, based on the presentations, deliberations and statements of qualifications submitted by the three (3) short-listed firms, the selection committee on February 17, 2017, ranked The Haskell Company as the most qualified firm to provide construction manager services for the Southwest Water Reclamation improvements followed by Wharton-Smith, Inc. and PCL Construction, Inc.; and

WHEREAS, Administration recommends City Council acknowledge the selection of The Haskell Company as the most qualified firm to provide construction manager services for the Southwest Water Reclamation improvements; and

WHEREAS, Administration intends to present the negotiated construction manager contract as part of the Sewer Update Report on the March 16, 2017, City Council agenda.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida, that the selection of The Haskell Company (“Haskell”) as the most qualified firm to provide construction manager services for the Southwest Water Reclamation Facility Improvements is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to negotiate the construction manager contract (“Contract”) with Haskell for construction manager services for the Southwest Water Reclamation Facility improvements.

BE IT FURTHER RESOLVED that the mutually agreed upon Contract between the City of St. Petersburg, Florida and Haskell is subject to approval by City Council.

This resolution shall become effective immediately upon its adoption.

Approved by:

_________________________
Macall Dyer
Assistant City Attorney
March 2, 2017 Sewer Report final 310349
To:  The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from R. Krueger Construction, Inc., in the amount of $308,096, for the Northwest Pool Bathhouse Renovations Project; rescinding unencumbered appropriations in the amount of $240,000, from the Swimming Pool Improvement FY17 project (15653) in the Recreation and Culture Capital Improvement Fund (3029) and $120,000 from the City Facility Roof/Waterproof FY16 project (15115) in the City Facilities Capital Improvement Fund (3031); approving a supplemental appropriation in the amount of $240,000 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) and a supplemental appropriation in the amount of $120,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from these rescissions to the Northwest Pool Bathhouse Renovations Project (Engineering/CID Project No. 16230-017; Oracle No. 15972) to pay for the contract in the amount of $308,096 and engineering soft costs in the amount of $51,904; and providing an effective date.

Explanation: The Procurement Department received three bids for the renovations of the Northwest Pool Bathhouse. The bids were opened on January 10, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. Krueger Construction, Inc. (Oldsmar, FL)</td>
<td>$308,096</td>
</tr>
<tr>
<td>Trias Construction, LLC (Lutz, FL)</td>
<td>$344,655</td>
</tr>
<tr>
<td>Eveland Bros., Inc. (Clearwater, FL)</td>
<td>$353,640</td>
</tr>
<tr>
<td>Hodge Management, LLC (Seminole, FL)</td>
<td>$383,960</td>
</tr>
</tbody>
</table>

The work consists of providing all labor, materials and equipment to renovate and reroof the existing masonry pool building consisting of approximately 2,449 square feet. Renovations include an additional family restroom, new mechanical system, new interior partitions, new interior solid core wood doors, hollow metal frames, structural modifications, removal of existing overhead coiling door and replacement with new aluminum storefront opening, new electric service panels, LED lighting and power, and removal and replacement of existing roofing system. The bid also includes an allowance for unforeseen conditions.

The existing building, which was constructed in the mid 1970's, is the original bathhouse, which is currently being used for storage. A new pool entry building and restrooms were constructed in 2014, at which time the existing bathhouse building was left vacant for future repurposing and storage uses. The completed work will provide City Recreation Aquatics an interior training and meeting facility, including two small onsite office spaces to meet the demands of a growing Aquatic training program.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

R. Krueger Construction, Inc. (Oldsmar, FL) $308,096

Continued on Page 2
R. Krueger Construction Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6268, 2, dated December 12, 2016. They have completed similar work for the City of St. Petersburg, Children’s Board of Hillsborough County, Hillsborough and Pinellas County Schools, Tarpon Springs, and have performed satisfactorily. They are also a Certified Small Business Enterprise (SBE).

The contractor will begin work on the project within approximately ten (10) calendar days from written notice to proceed. Construction period will be seventy-five (75) calendar days to substantial completion and fifteen (15) calendar days to final completion, starting when a notice to proceed is issued.

Cost/Funding/Assessment Information: Funds will be available after rescinding unencumbered appropriations, in the amount of $240,000, from the Swimming Pool Improvement FY17 project (15653), in the Recreation and Culture Capital Improvement Fund (3029) and $120,000 from the City Facility Roof/Waterproof FY16 project (15115) in the City Facilities Capital Improvement Fund (3031); and approving a supplemental appropriation in the amount of $240,000 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) and approving a supplemental appropriation in the amount of $120,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from these rescissions to the Northwest Pool Bathhouse Renovations Project (Engineering/CID Project No. 16230-017; Oracle No. 15972) to pay for the contract in the amount of $308,096 and engineering soft costs in the amount of $51,904; and providing an effective date.

Attachments: Resolution

Approvals: 

Administrative  

Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO R. KRUEGER CONSTRUCTIN, INC. AT A TOTAL COST NOT TO EXCEED $308,096 FOR THE NORTHWEST POOL BATHHOUSE RENOVATIONS PROJECT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE AMOUNT OF $240,000, FROM THE SWIMMING POOL IMPROVEMENT FY17 PROJECT (15653) IN THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) AND $120,000 FROM THE CITY FACILITY ROOF/WATERPROOF FY16 PROJECT (15115) IN THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031); APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $240,000 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) RESULTING FROM THE $240,000 RESCISSION ABOVE TO THE NORTHWEST POOL BATHHOUSE RENOVATIONS PROJECT (ENGINEERING/CID PROJECT NO. 16230-017, ORACLE NO. 15972) AND IN THE AMOUNT OF $120,000 FROM THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE $120,000 RESCISSION ABOVE TO THE NORTHWEST POOL BATHHOUSE RENOVATIONS PROJECT (ENGINEERING/CID PROJECT NO. 16230-017, ORACLE NO. 15972) TO FUND THE CONTRACT WITH R. KRUEGER CONSTRUCTION, INC. IN THE AMOUNT OF $308,096 AND OTHER PROJECT COSTS IN THE AMOUNT NOT TO EXCEED $51,904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to renovate the Northwest Pool Bathhouse facility which will provide the City's Aquatic Program an interior training and meeting facility including small office spaces to meet the demands of a growing Aquatic training program; and
WHEREAS, R. Krueger Construction, Inc. has met the specifications, terms and conditions of Bid No. 6268 dated December 12, 2016; and

WHEREAS, the Procurement Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement to R. Krueger Construction, Inc. at a total cost not to exceed $308,096 for the Northwest Pool Bathhouse Renovations Project is hereby approved.

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

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $240,000 from the Swimming Pool Improvement FY17 Project (15653), Recreation and Culture Capital Improvement Fund (3029) is hereby rescinded.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $120,000 in the City Facility Roof/Waterproof FY16 Project (15115), City Facilities Capital Improvement Fund (3031) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) the following supplemental appropriation for FY17:

Recreation and Culture Capital Improvement Fund (3029)
Northwest Pool Bathhouse Renovations Project (15972) $240,000

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balances of the City Facilities Capital Improvement Fund (3031) the following supplemental appropriation for FY17:

City Facilities Capital Improvement Fund (3031)
Northwest Pool Bathhouse Renovations Project (15972) $120,000

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)

[Signature]
Budget Director
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of March 2, 2017

To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from Perfect Settings, Inc., a sole source supplier, for replacement and repairs of water slides at various locations for the Parks and Recreation Department, at a total cost of $95,000.

Explanation: The City received a proposal from Perfect Settings, Inc. for water slide replacement and repairs.

The vendor will install a new double flume water slide at Shore Acres Pool and make repairs to existing slides at eight locations: Walter Fuller, Fossil Park, Northwest, E. H. McLin, Lake Vista, Jennie Hall, Childs Park, and North Shore.

The repairs will include fittings, netting replacement, padding replacement and necessary slide maintenance. The slides at all the City's aquatic locations require very specific parts and specialized equipment based on manufacturer's safety recommendations and the need for this system to work in conjunction with existing equipment.

Since Perfect Settings, Inc. is the only vendor approved by the manufacturer of these slides to perform this type of work, a sole source procurement is requested.

The Procurement Department, in cooperation with Parks and Recreation Department, recommends approval:

Perfect Settings, Inc. ................................................................. $95,000

This purchase is made in accordance with Section 2-249 of the Procurement 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.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Swimming Pool Improvements FY17 Oracle Project Number 15653.

Attachments: Sole Source
Proposal (8 pages)
Resolution

Approvals: Sherry K. McAllister

By: Administrative

Sherry McAllister
Budget
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Parks and Recreation  Requisition No. ____________

Check One  X  Sole Source  ___ Proprietary Specifications

Proposed Vendor:  Perfect Settings

Estimated Total Cost:  $95,000

Description of Items (or Services) to be purchased: Water Slide Repair — eight (8) Slide Units — Various maintenance repairs including fittings, padding replacement, and slide repair. Replacement/rebuild of one (1) unit.

Purpose of Function of items: Repairs/Maintenance that ensures the safety of the City’s water slides located at our various aquatic locations.

Justification for Sole Source of Proprietary specification: The slides at all the City aquatic locations require very specific parts based on manufacture safety recommendations. This Contractor is the only vendor approved by the manufacturer of these slides to perform this work. Due to the specialization of this equipment and the need for this system to work in conjunction with specific existing equipment, is the purpose for this sole source request.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

 ____________________________  ____________________________  ____________________________
Department Director  Administrator Chief  Louis Moore, Director

Date  1/19/17  Date  1/19/17  Date  1/19/2017
Purchasing and Materials Management
Perfect Settings, Inc.
PO Box 662
Columbia, TN 38402
(931)982-0240
accounting@perfect-settings.com
www.perfect-settings.com

QUOTE

ADDRESS
Anita Westmoreland
St.Petersburg, FL 33713 USA

QUOTE # 3386
DATE 01/12/2017
EXPIRATION DATE 06/12/2017

PROJECT
Water Slide Repairs - 9 Sites

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Water Slide: Repair</td>
<td>1</td>
<td>18,146.56</td>
<td>18,146.56</td>
</tr>
<tr>
<td>Water slide Repair - Walter Fuller</td>
<td>1</td>
<td>15,117.13</td>
<td>15,117.13</td>
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<tr>
<td>Water Slide: Repair - Fossil Park</td>
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<td>1,420.13</td>
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<td>56,432.00</td>
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<tr>
<td>Water Slide: MC902</td>
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<td>New Slide - Double Flume Water Slide Model #902 as</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>described in drawing #170901 - Shore Acres</td>
<td></td>
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<td></td>
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<tr>
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<tr>
<td>Water Slide: Repair - Lake Vista</td>
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<td>480.00</td>
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</tr>
<tr>
<td>Water Slide: Repair - Jennie Hall</td>
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<tr>
<td>Water Slide: Repair - Childs Park</td>
<td>1</td>
<td>480.00</td>
<td>480.00</td>
</tr>
<tr>
<td>Water Slide: Repair - North Shore</td>
<td>1</td>
<td>1,420.13</td>
<td>1,420.13</td>
</tr>
</tbody>
</table>

All estimates are valid for 30 days unless otherwise specified.

TOTAL $95,000.00

*50% Deposit and Purchase Order due with signed quote.

Thank you for your consideration.

Accepted By

Accepted Date

Perfect Settings, Inc.
<table>
<thead>
<tr>
<th>Location</th>
<th>Slide Model</th>
<th>Built</th>
<th>Necessary Repairs</th>
<th>Repair Cost</th>
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<td>Walter Fuller</td>
<td>302 - w/8x8</td>
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<td>Replace the plastic, the cracked fittings, vandalized netting and Raised Bolt in the Entrance Panel. Pressure Wash the Slides and do a final inspection before opening</td>
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<td>2003</td>
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<td>Northwest</td>
<td>308</td>
<td>2005</td>
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<tr>
<td>Shore Acres</td>
<td>306</td>
<td>2005</td>
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<td>E. H. McLin</td>
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<tr>
<td>Jennie Hall</td>
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<td>2007</td>
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</table>
Shore Acres
St Petersburg, FL
902 - Pool Side Slide

Slide Details
Spiral Slide - Blue - 36' long
Hook Slide - Sta. Green - 41.5' long
Tuff Pad - Green
Roofs - Alternating
Flags - Match Roofs
Decks - Alternating

02S2.0
PLAN LAYOUT

01S2.0
ISOMETRIC VIEW

03S2.0
ELEVATION

Notes:
We recommend a professional installation by a certified pool slide installation company.
Shore Acres
St Petersburg, FL
902 - Pool Side Slide

We use T5 - 6061, Schedule 80 Aluminum Pipe not Galvanized Steel Pipe like our competitors. No matter how great the paint, all steel structures will eventually rust!

State of the Art Aluminum Magnesium Pipe Connectors like those used at NASA are used to connect the Aluminum Pipes.

Polyethylene Decks made with UV resistant resin ensure a virtually maintenance free life.

Ascent consists of 2' Deck Climbs

Safety is our first priority! Tuff Skin Post Pedaling surrounds all of the metal pipes and protects the kids should they fall.

Polyethylene Roof made w/ UV resistant resin

High Tenacity Polypropylene Netting

Our slides only require 15 to 20 gallons per minute to operate. Fiberglass slides require hundreds. By using less water you save money on both operations and maintenance.

We use only Polyethylene Tubes made with UV resistant resin not fiberglass! Fiberglass slides need to be reglazed every few years and are expensive to maintain.
Shore Acres
St Petersburg, FL
902 - Pool Side Slide

PLASTIC COLORS

Exact colors may vary due to differences in how monitors and printers display colors.
*Sandstone and White require additional upcharge.

POST PADDING COLORS

COLOR SELECTION
A RESOLUTION DECLARING PERFECT SETTINGS, INC. WATER SLIDES AND PLAYGROUNDS TO BE A SOLE SOURCE SUPPLIER FOR THE INSTALLATION OF ONE NEW WATER SLIDE AND THE REPLACEMENT AND REPAIR OF EIGHT EXISTING WATER SLIDES AT VARIOUS LOCATIONS FOR THE PARKS AND RECREATION DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A CONTRACT TO PERFECT SETTINGS, INC. WATER SLIDES AND PLAYGROUNDS FOR THE INSTALLATION OF ONE NEW WATER SLIDE AND THE REPLACEMENT AND REPAIR OF EIGHT EXISTING WATER SLIDES AT VARIOUS CITY LOCATIONS FOR THE PARKS AND RECREATION DEPARTMENT AT A TOTAL COST NOT TO EXCEED $95,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to install one new water slide at Shore Acres Pool and replace and repair eight existing water slides at various City locations for the Parks and Recreation Department; and

WHEREAS, Perfect Settings, Inc. Water Slides and Playgrounds is the sole source provider approved by the manufacturer of the new and existing slides to perform replacement and repair work; and

WHEREAS, Section 2-249 of the City Code provides requirements for sole source procurement 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 and Supply Management Department, in cooperation with the Parks and Recreation Department, recommends approval of the award to Perfect Settings, Inc. Water Slides and Playgrounds as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Perfect Settings, Inc. Water Slides and Playgrounds is a sole source supplier; and

BE IT FURTHER RESOLVED that the proposal is accepted and the award of a contract to Perfect Settings, Inc. Water Slides and Playgrounds for the installation of one new water slide and the replacement and repair of eight existing water slides at various City locations for the Parks and Recreation Department at a total cost not to exceed $95,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL
Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the “700 Block of 18th Avenue Northeast” Historic District, located between Walnut Street and Elm Street (City File HPC 16-90300008).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to designate the “700 Block of 18th Avenue Northeast” Historic District as a local historic district to be included in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On February 14, 2017, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for March 16, 2017.

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE “700 BLOCK OF 18TH AVENUE NORTHEAST” HISTORIC DISTRICT, LOCATED BETWEEN WALNUT STREET AND ELM STREET, AS A LOCAL HISTORIC DISTRICT AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the “700 Block of 18th Avenue Northeast” Historic District, located between Walnut Street and Elm Street, which is recognized for its significance as a highly intact collection of single-family residences dating to St. Petersburg’s 1920s “land boom” era, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the “700 Block of 18th Avenue Northeast” Historic District meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
(d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance, and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
(g) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and
(h) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

SECTION 2. The City Council finds that the “700 Block of 18th Avenue Northeast” Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
(f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time, and
(g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The “700 Block of 18th Avenue Northeast” Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Snell & Hamlett’s North Shore Addition Revised Replat, Block 67, Lots 6, 7, 8, 9, 10, and 11, and Snell & Hamlett’s North Shore Addition Revised Replat, Block 68, Lots 1, 2, 3, 4, 5, and 6, and as depicted on Exhibit “A.”

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

Approved as to Form and Substance:

City Attorney (or Designee) Date

Planning and Economic Development Department Date
Note: Commissioner Wolf was recused from the following item (HPC 16-90300008) due to a conflict.

A. City File HPC 16-90300008
   Contact Person: Laura Duvekot, 892-5451

   Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.
   Location: The proposed district includes all parcels facing the portion of 18th Avenue Northeast that lies between Walnut Street Northeast and Elm Street Northeast.

Staff Presentation
Laura Duvekot gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Elizabeth Skidmore, owner, gave a presentation in support of the request.

Public Hearing
The following people spoke in support of the designation:
David Novak, 735 18th Ave NE
William (Britt) Cobb, 226 18th Ave NE
Ward Boston, 745 18th Ave NE
Kendall Reid, 806 18th Ave NE
Mary Anne Boston, 745 18th Ave NE
Kim Cromwell, 706 18th Ave NE
Emily Elwyn, representing St. Petersburg Preservation
Robin Reed, representing Historic Old Northeast NA
Kate DeMarco, 636 18th Ave NE

Executive Session
Commission Chair Carter stated how pleased he is to see all the neighbors working together for the good of the neighborhood and community, and feels designating a small section of the neighborhood at a time is the way to go.

Commissioner Wannemacher asked if the City now has the responsibility to preserve all of the elements in the ROW (light poles, granite curbs, brick roadways, sidewalks, etc.). Ms. Duvekot stated that the City’s Traditional Streetscape regulations already protects those elements in the ROW because the proposed district is located within an existing historic district listed in the National Register.
Commissioner Wannemacher asked if a designation provides this district an extra level of protection (e.g. from any roadway or sidewalk improvements). Mr. Kilborn stated that a COA would have to be obtained for any ROW projects proposed within the subject district.

Commissioner Burke asked how the application met the criteria for being a geographically definable neighborhood. Ms. Duvekot stated that one criteria for a district designation is concentration, which is present (contained within one block) and along with such a high degree of owner support the Division felt it met the criteria.

Commissioner Michaels voiced his pleasure in seeing this come before them with such great support from people wanting to protect their neighborhood; he supports the request.

**MOTION:** Commissioner Bell moved and Commissioner Michaels seconded a motion approving the Local Historic District to the St. Petersburg Register of Historic Places for the “700 Block of 18th Avenue Northeast.”

**VOTE:**

- **YES** – Bell, Burke, Michaels, Reese, Wannemacher, Whiteman, Carter
- **NO** – None

Motion passed by a vote of 7 to 0.
STAFF REPORT
COMMUNITY PLANNING AND PRESERVATION COMMISSION
REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For Public Hearing and Recommendation to City Council on February 14, 2017 beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Commissioner Jeff Wolf resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

CASE NUMBER: HPC 16-90300008

STREET ADDRESSES: 705 18th Avenue Northeast 706 18th Avenue Northeast
715 18th Avenue Northeast 726 18th Avenue Northeast
725 18th Avenue Northeast 736 18th Avenue Northeast
735 18th Avenue Northeast 746 18th Avenue Northeast
745 18th Avenue Northeast 756 18th Avenue Northeast

LANDMARK NAME: 700 Block of 18th Avenue Northeast Historic District

OWNER: Multiple

APPLICANTS: Mary Anne Boston and Elizabeth Skidmore

REQUEST: Listing of the 700 Block of 18th Avenue Northeast Historic District in the St. Petersburg Register of Historic Places
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Recommendation ............................................................................................ 12

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Appendix A  Maps of Proposed District
Appendix B  Additional Photographs
Appendix C  Application for the St. Petersburg Register of Historic Places
Appendix D  Public Comment
Appendix E  Ballot Initiating Application to Consider Designation and Summary of Returns
Appendix F  Excerpts from National Register Nomination for North Shore Historic District
Appendix G  Timeline of Early Ownership
OVERVIEW

On December 30, 2016, an application for the listing of the 700 Block of 18th Avenue Northeast in the St. Petersburg Register of Historic Places as a local historic district was submitted by Mary Anne Boston and Elizabeth Skidmore, both of whom own property therein. The submission of this application followed a meeting held on December 16, 2016, which was hosted by City Staff at the applicants' request and attended by at least one homeowner from seven (7) of the 10 parcels encompassed by the proposed boundaries.

Following the application's receipt, City Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed to each of the 18 registered owners of the 10 properties within the proposed boundaries. A total of 12 ballots, representing all registered property owners of six (6) parcels, were received by City Staff on January 10, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, an additional two (2) ballots, representing the support of both registered owners of one (1) additional parcel, have been received. As of the submission of this report, ballots have not been received from the owners of the remaining three (3) parcels within the proposed district. A copy of this ballot and a summary of returns are included in Appendix E.

NARRATIVE DESCRIPTION AND BACKGROUND

As noted in the Application (Appendix C), as well as in the contextual narrative for the North Shore National Register Historic District (Appendix F), North Shore was platted by the Snell & Hamlett Real Estate Company. The company was formed by C. Perry Snell and James C. Hamlett, who began purchasing the land that would come to be the North Shore neighborhood in 1909. The North Shore neighborhood was developed over a period of roughly 35 years, beginning in the 1910s with construction in the area’s southernmost section, which lies just north of St. Petersburg’s downtown business section. At the time, the distance between the northern portions of the North Shore neighborhood and St. Petersburg’s small but growing downtown seemed expansive, so, as shown below, the company financed an extension of the city’s streetcar line which ran up Locust Street to promote development. Snell sought to promote his subdivisions as beautiful, exclusive, and prestigious through the addition of lush landscaping, neatly-gridded streets, and deed restrictions dictating the orientation and minimum cost of homes to be built therein, animals that could be kept, and even the race of residents.

---

By the early 1920s, St. Petersburg’s population was welcoming a dozen or more new residents each day. Its population more than doubled between 1920 and 1926 to a total of over 30,000.\(^2\) Though construction boomed throughout the city, North Shore had established itself as a high-end residential neighborhood by this time. “It is an admitted fact by everyone who knows that the most valuable residential section in St. Petersburg is the North Shore,” local realtor W. McKee Kelley was quoted as saying in 1923. “Every person familiar with St. Petersburg believes that St. Petersburg is going to grow very fast. As it grows, the demand for homes and lots in this choice section will steadily increase.”\(^3\)

Homes built in North Shore during this period included both those constructed specifically for individual owners and those constructed by speculative builders. Samuel V. Schooley and Perry M. Murphy were among the boom-era builders that had the greatest impact on the residential stock of St. Petersburg. Operating as the Schooley-Murphy Builders, they constructed hundreds of homes throughout the city, including three within the proposed district.\(^4\) Having both relocated to St. Petersburg from the Midwest with backgrounds in construction, the pair became known for single-family homes built of hollow-clay tile, a structural system which offered both a sense of permanence and stability, and decreased costs of maintenance and fire insurance, when compared to wood frame counterparts. Advertisements boast that the company’s intimate

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knowledge of the building trade resulted in efficiency of labor and the highest quality of materials obtained for the lowest prices.\textsuperscript{5} Schooley-Murphy homes, which often exhibited the fashionable Mediterranean Revival or Mission styles fit in well in the high-end North Shore section, and were purchased rapidly by investors, northerners seeking second homes, and full-time residents seeking to relocate to St. Petersburg permanently.

According to the National Register of Historic Places Registration Form and documentation for the North Shore Historic District, which includes the entirety of the proposed district,

\begin{quote}
The largest amount of building [in the North Shore neighborhood] took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include the Bungalow, Prairie, Frame Vernacular (which includes several of the houses within the proposed district that have been categorized as American Foursquare for the purposes of this report), Colonial Revival, and Mediterranean Revival.\textsuperscript{6}
\end{quote}

An architectural description of each of the ten properties located within the proposed district’s boundaries is included in the Application for Designation (Appendix C). The proposed district serves as a representative sample of the predominant architectural styles in the larger North Shore neighborhood. As shown below, 40% of the primary buildings exhibit the Mediterranean Revival style, 30% American Foursquare, and 10% each Colonial Revival, Mission Revival, and no academic style (sometimes classified as Frame Vernacular).

\textsuperscript{5} \textit{The Evening Independent}, "Three Schooley-Murphy Homes Bought Here for Investment," January 23, 1923.
\textsuperscript{6} Kate Hoffman and Carl Shiver, \textit{North Shore Historic District, Pinellas County, Florida}, National Register of Historic Places Registration Form, 2003. section 7-page 3 and section 7-pages 63-64.
While the house at 715 18th Avenue Northeast does not exhibit high academic architectural style as do the remaining properties within the proposed district, it nonetheless provides insight into the history of North Shore development. Interestingly, documentation suggests that this house was intended to be used as the garage apartment for a primary dwelling that was never built. The property was owned at the time by Benjamin L. Armstrong of New London, Connecticut, where he and his family operated the Brainerd & Armstrong Co., a silk manufacturer with four mills in Connecticut and selling agents across the United States. It is likely that Armstrong’s had intentions of completing a winter residence on the property that never came to fruition. St. Petersburg’s real estate bubble began to falter in 1926, only a year after the garage apartment’s 1925 construction. The garage apartment was occupied by a renter by 1926, though Armstrong, and later his wife Elizabeth, maintained ownership of the property until the mid-1940s. While the high styles of its neighbors speak to the optimism that marked the 1920s Florida “land boom,” the garage apartment at 715 18th Avenue speaks to the market’s cyclical nature and should, therefore, be considered a contributing resource within the proposed district.

8 Polk’s City Directory for St. Petersburg Florida 1926; City of St. Petersburg, Property Card for 715 18th Ave. NE.
The proposed district retains its historic landscape features to a large degree. Materials such as hexagonal concrete block sidewalks, granite curbing, and vitrified brick street surfaces speak to the more labor-intensive methods of construction that preceded the poured concrete and asphalt surfaces common to later neighborhoods. Mature street trees and tropical landscaping frame the buildings within the proposed district and provide both a sense of grandeur and much-needed shade. Although the buildings within the proposed district exemplify numerous styles, they share an overall consistency of scale and form. A nearly uniform setback and massing further contribute to a feeling of harmony between the proposed district’s resources. Collectively, the historic design, materials, and layout of the proposed district culminate in an overall historic feeling.

Status as Contributing Properties to National Register-Listed North Shore Historic District

The primary residence on each of the ten properties contained within the boundaries of the proposed local historic district is National Register listed as a contributing property to the North Shore Historic District (8P109640), as are the garage apartments on the properties of 705 and 745 18th Avenue Northeast and the detached garages on the properties of 706, 725, 726, 736, 746, and 756 18th Avenue Northeast.

The North Shore National Register Historic District was listed in 2003 for its significance in the areas of Architecture and Community Planning and Development under Criterion A, “The property is associated with events that have made a significant contribution to the broad patterns of our history,” and Criterion C, “The property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction.” While a property or district’s listing in the National Register and St. Petersburg Register are the result of separate processes and provide distinct recognition and protection, their eligibility evaluations follow parallel sets of criteria. In the case of the proposed 700 Block of 18th Avenue Northeast Local Historic District, its status as a relatively small collection of houses within the much larger North Shore National Register Historic District warrants consideration when evaluating its local eligibility.

Since development of the North Shore area began at its southern boundary of Fifth Avenue North and spread northward, St. Petersburg as a whole had grown notably and was experiencing its section major construction boom by the time that construction reached the area of the proposed district at 18th Avenue Northeast. The plat for the area, shown below, includes the entirety of the proposed district and was revised in 1916. The parcels within the proposed district were all developed between 1922 and 1929. As noted, the 1920s were a time of tremendous growth for St. Petersburg as a whole, and the most significant period of construction for the North Shore area. Fairly high style houses began to cluster near the area’s waterfront section during this time. These houses were built for and by the city’s wealthier residents, many of whom were recent northern transplants, prompted to purchase winter or year-round homes in the North Shore section because of its reputation as the premier residential section in one of Florida’s up-and-coming communities.
At the time of its listing, the North Shore National Register Historic District was found to have a total of 2,975 contributing buildings, including single-family and multi-family residential buildings, detached garages and garage apartments, and a small number of commercial buildings. The proposed 700 Block of 18th Avenue Northeast Local Historic District contains a total of ten single-family houses and nine detached garages or garage apartments, all of which are considered to contribute to the district’s context. Although it is part of a larger district, the proposed 700 Block of 18th Avenue Northeast Historic District demonstrates an impressive degree of integrity, retention of historic landscape elements – such as brick streets and granite curbs – and pervasiveness of high-style homes.

Roughly a decade before the North Shore National Register Historic District was designated as such, an architectural survey of North Shore, Roser Park, and a portion of Round Lake was conducted by Historic Property Associates, Inc. In addition to recommending the creation of what is now the North Shore National Register Historic District, the resulting report additionally identified a number of buildings within each of the three neighborhoods it covered that could be eligible for individual nomination to the National Register of Historic Places. A total of 32

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9 Hoffman and Shiver, section 7 – page 1.
resources in the North Shore neighborhood were identified as having sufficient significance to warrant consideration of individual listing in the National Register. Two of those 32 properties, 705 and 725 18th Avenue Northeast, are located within the proposed 700 Block of 18th Avenue Northeast District. The results of the 1994 report, along with numerous other surveys that have been conducted throughout the city, were used in the 2016 draft compilation of the City of St. Petersburg’s List of Eligible Properties, which is used as a reference by staff but has not been formally adopted by the Community Planning & Preservation Commission. Nonetheless, this concentration of significant properties, with two of the ten houses within the boundaries of the proposed district having been identified as potentially individually eligible as early as 1994, should be noted as further testament to the overall architectural significance of this collection of resources.

Although it may seem unconventional, or perhaps redundant to grant this subsection of the North Shore National Register Historic District the additional recognition of listing in the St. Petersburg Register of Historic Places as a local district, it should be noted that, though they follow parallel criteria, each distinction affords unique protections to its contributing resources. An example of a group of resources that was already contained within a National Register district but was later designated as a smaller local district can be found in Lang’s Bungalow Court Local Historic District, which lies within the boundaries of the Downtown St. Petersburg National Register Historic District (designated 2004) but sought and was granted local designation in 2014. Therefore, given the cohesive and intact nature of its resources Staff finds 700 Block of 18th Avenue Northeast section of the North Shore district to be worthy of designation as a local district in addition to its status as a portion of the much larger National Register district.

STAFF FINDINGS

Staff finds that the 700 Block of 18th Avenue Northeast Historic District is eligible for inclusion as a local historic district in the St. Petersburg Register of Historic Places. In St. Petersburg, such eligibility is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that the residences within the boundaries of the proposed district were constructed between 1923 and 1929, or between 95 and 88 years prior to this designation proposal, surpassing the minimum required age of 50. The period of significance for the proposed district is, therefore 1923 through 1929. Further, staff concurs with the application that the subject property satisfies criteria A, D, E, and F. Under the second test, staff finds that all of the seven factors of integrity are met.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an

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individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based off of the National Park Service’s criteria for placement in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed 700 Block of 18th Avenue Northeast Historic District, nomination documentation suggests that the property satisfies the St. Petersburg Register criteria as follows.

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
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<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

A) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;

The proposed 700 Block of 18th Avenue Northeast Historic District is significant under Criterion A in the area of Community Planning and Development. It lies within the larger North Shore neighborhood, which was platted by the Snell and Hamlett Real Estate Company beginning in 1909. North Shore developed by a number of speculative builders and individual property owners, primarily between the 1920s and the 1940s. All ten parcels within the proposed district, however, were developed between 1923 and 1928. These years, retrospectively known as the “land boom,” represented a time of enormous growth for St. Petersburg as a whole. The North Shore neighborhood, in particular, was marketed as the growing young city’s premier residential section. The area promised a good life, marked by high-quality construction and prestigious neighbors. The high caliber of the neighborhood remains visible throughout the proposed district: from the neatly-gridded vitrified brick streets with granite curbs, to the carefully-spaced houses. Placed on narrow but deep lots with vehicular access limited to alley-facing garages, the parcels within the proposed district reflect a design intended to promote order in the early years of the personally-owned automobile.

Further, the mixture of architectural styles found within the proposed district is reflective of the imagination and individuality that marked the higher end “land boom” architecture of the mid-1920s, even during times of incredibly rapid construction. Of the ten primary houses, four (705, 735, 745, and 746 18th Avenue Northeast) are Mediterranean Revival in style, three (706, 726, and 756 18th Avenue Northeast) are American Foursquare, and one each Mission (725 18th Avenue Northeast) and Colonial Revival (736 18th Avenue Northeast). The remaining house, at 715 18th Avenue Northeast, does not exhibit an academic architectural style.

D) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;

Three of the proposed district’s ten properties were constructed by the Schooley-Murphy Company, which, as demonstrated by the applicant, remains noteworthy for the high-quality hollow-tile homes it built.
E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and

F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;

As referenced above and by the application paperwork, numerous high styles are found within the proposed district. These include Mediterranean Revival, American Foursquare, Mission, and Colonial Revival, each of which experienced great popularity during the period of significance of 1923 through 1929. The clear differentiation between the individual properties within the proposed district, even those constructed by the same builders, further highlights the desire of early buyers to stand out among the crowd in this premiere neighborhood.

G) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and

H) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development; or

The proposed district retains not only its historic architecture, but the landscape elements which unite its resources and create a sense of immersion in the city’s past. While the proposed district is made of a section of the larger North Shore National Register Historic District, property owners’ continued commitment to the preservation of its historic fabric and appearance, coupled with its fine representation of numerous themes and styles that are present throughout the neighborhood as a whole, merit the heightened level of protection afforded by listing in the St. Petersburg Register of Historic Places. The proposed district contains a total of ten houses and nine detached garages or garage apartments, all of which were constructed during the district’s period of significance of 1923-1929, resulting in a total of 19 contributing and zero non-contributing resources.

Historic Integrity
Per St. Petersburg’s Code of Ordinances’ Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5, seven factors of integrity shall be considered once an individual resource or district is determined to meet one or more of the criteria for historic significance. However, because of their subjective nature, integrity of feeling and association, without meeting at least one other factor, are insufficient for designation. As shown below, the proposed district meets all seven factors of integrity.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
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<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

Location
No buildings have been relocated within the proposed district.
Design
Despite an expected degree of alterations to individual residences, the intended designs of the buildings within the proposed district remain clearly visible.

Setting
The proposed district is located within the North Shore National Register Historic District, a residential area which remains among St. Petersburg’s most historic and celebrated areas.

Materials and Workmanship
Maintenance, alterations, and additions to the properties have introduced some new materials and methods into the proposed district’s overall historic fabric. This is to be expected over time, and, in many cases, is necessary for a group of historic residences to remain useful as needs change. Overall, however, the proposed district’s materials and workmanship have been maintained and are clearly visible, further conveying the resources’ status as significant.

Feeling and Association
The proposed district successfully conveys its historic nature as a community of single-family residences dating to the Florida “land boom” of the 1920s.

Character-Defining Features
The character-defining features of a historic district are those elements that shall be retained in order for its historic significance to continue to be conveyed. In the case of a district containing multiple architectural styles, as is the case with the proposed 700 Block of 18th Avenue Northeast Historic District, care should be taken in order to respect each resource’s individual historic style as identified in this report, using the methods outlined for specific architectural elements in St. Petersburg’s Design Guidelines for Historic Properties.

In addition to the architectural significance of each property, the proposed 700 Block of 18th Avenue Northeast Historic District gains additional significance from those elements that unite its resources, including:

- Consistent front setbacks
- Overall consistency of height, with buildings one- to two-stories and low-pitched hipped or gabled or flat roofs,
- Vehicular access to properties generally limited to rear, detached garage buildings, accessible via alleyways,
- Historic street and sidewalk materials, including vitrified brick streets, granite curbing, and sidewalks constructed of hexagonal concrete blocks or poured concrete with manufacturers’ cartouches.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
The application for the designation of the 700 Block of 18th Avenue Northeast Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places was submitted by Mary Ann Boston and Elizabeth Skidmore, owners of two of the ten parcels contained within
the proposed district. Following the application’s receipt, City Staff prepared a ballot by which homeowners could show support or non-support of the application. Ballots were mailed to each of the 18 registered owners of the 10 properties within the proposed boundaries. A total of 12 ballots, representing all registered property owners of six (6) parcels, were received by City Staff on January 10, 2017, thus surpassing the ratio of fifty (50) percent plus one (1) parcel required to consider an application for local district designation complete. Since that date, an additional two (2) ballots, representing the support of both registered owners of one (1) additional parcel, have been received. As of the submission of this report, ballots have not been received from the owners of the remaining three (3) parcels within the proposed district. A copy of this ballot and a summary of returns is included in Appendix E.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark district designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objectives LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
• Degree of threat to the landmark
• Condition of the landmark
• Degree of owner support

RECOMMENDATION

Staff recommends approval of the application to add the 700 Block of 18th Avenue Northeast Historic District to the St. Petersburg Register of Historic Places, thereby referring the application of City Council for first and second reading and public hearing.

REFERENCES


City of St. Petersburg. *Property Cards.* On file, City of St. Petersburg.


*Polk's City Directories, St. Petersburg Florida.* On file, St. Petersburg Museum of History. 1925-1940.
Appendix A:
Maps of Proposed District
Appendix B:
Additional Photographs
Vitrified brick streets as remain intact throughout proposed district
Brick streets, granite curbs, and mature street trees within proposed district

Streetscape within proposed district
Appendix C
Application for the St. Petersburg Register of Historic Places
**Local Landmark Designation Application**

1. **NAME AND LOCATION OF PROPERTY**
   - historic name: SNELL & HAMLETT'S NORTH SHORE ADD REV. REPLAT Block 67/68
   - other names/site number: 700 Block of 18th Avenue Northeast
   - address: 700 Block of 18th Avenue Northeast

2. **PROPERTY OWNER(S) NAME AND ADDRESS**
   - name: See Attached
   - street and number: 700 block of 18th Avenue NE
   - city or town: St Petersburg
   - state: FL
   - zip code: 33704
   - phone number (h): ____________ (w): ____________ e-mail: ____________

3. **NOMINATION PREPARED BY**
   - name/title: Mary Anne Boston, Elizabeth Skidmore
   - organization: property owners
   - street and number: ____________
   - city or town: ____________ state: ____________ zip code: ____________
   - phone number (h): ____________ (w): ____________ e-mail: maryanneboston@gmail.com
   - date prepared: December 28th, 2016
   - signature: ____________

4. **BOUNDARY DESCRIPTION AND JUSTIFICATION**
   - Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

   see Continuation Sheet

5. **GEOGRAPHIC DATA**
   - acreage of property: more than one acre
   - property identification number: see Florida Master Site File attachment
700 Block of 18th Avenue NE Historic District
Name of Property

6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
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<td>RESIDENTIAL/single-family</td>
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</tr>
</tbody>
</table>

7. DESCRIPTION

**Architectural Classification**
(See Appendix A for list)
- Arts and Crafts/Craftsman
- Mediterranean Revival
- American Foursquare
- Mission
- Colonial Revival
- Frame Vernacular

**Materials**
- wood, brick, stucco over hollow tile,
- terra cotta tile

**Narrative Description**
On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
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<th>Noncontributing</th>
<th>Resource Type</th>
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<td>Buildings</td>
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<tr>
<td></td>
<td></td>
<td>Sites</td>
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<td>Total</td>
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</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 9. STATEMENT OF SIGNIFICANCE

**Criteria for Significance**  
(mark one or more boxes for the appropriate criteria)

- [ ] Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- [ ] Its location is the site of a significant local, state, or national event.
- [ ] It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- [x] It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- [x] Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- [x] It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- [x] Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- [ ] It is a character an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- [ ] It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

**Areas of Significance**  
(see Attachment B for detailed list of categories)

- **Architecture**
- **Community Planning and Development**
- **Period of Significance**
  - 1923-1956
- **Significant Dates (date constructed & altered)**
  - 1923-1956
- **Significant Person(s)**
- **Cultural Affiliation/Historic Period**
- **Builder**
  - P.M. Murphy, Schooley & Murphy, W.D. Berry
- **Architect**
  - Henry Dupont

**Narrative Statement of Significance**

(Explain the significance of the property as it relates to the above criterial and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

**10. MAJOR BIBLIOGRAPHICAL REFERENCES**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
St. Petersburg Local Landmark Designation Application

Name of property  700 Block of 18th Avenue NE Historic District

Continuation Section

see Continuation Sheets
BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary of the 700 Block of 18th Avenue NE Historic District consists of all of the lots on both the North and South sides of the 700 block of 18th Avenue Northeast between Elm Street Northeast and Walnut Street Northeast. The properties are within the Subdivision Plat of Snell & Hamlett’s North Shore Addition Revised Replat Block 67 (lots 6-11) & Block 68 (lots 1-6) recorded in Pinellas County Plat Book 4, page 39. All properties on the block are listed in the National Register of Historic Places as contributing properties to the North Shore Historic District. The block is remarkably intact and displays a wide range of architectural styles.

PHYSICAL DESCRIPTION

The district consists of relatively flat terrain composed of well-drained sandy soil. All 10 homes on the street are single family homes on lots ranging from 120 feet to 54 feet with 60’ foot lots being the average. The property at the Northeast corner (745) and Southwest corner (706) are both double lots, creating a feeling of space within the district. Several properties on the block have detached garages, some with living space above, bringing the total number of structures within the district to 18. Eighteenth Avenue bisects the district and is paved with brick, which is primarily Augusta Block. The service alleys to the north and south are paved with asphalt, but evidence of earlier brick pavers remain. Sidewalks are a mixture between continuous concrete pour and hexagonal block pavers that are natural concrete and dark gray concrete in color and laid in a ransom pattern. Curbing is granite. Mature trees and tropical landscaping complete the block.

Property Descriptions
705 18th Avenue NE
This 2-story Mediterranean Revival style house was constructed c. 1925 of hollow tile with rough stucco finish. It has an irregular plan consisting of a flat main roof and a domed roof over the one story section at the SE corner of the front elevation. The fenestration consists primarily of double hung sash windows with 1/1 lights. The arched windows of the one story southeast corner section are flanked by columns in the Gothic Moorish style. Additional notable architectural elements are the west end exterior chimney and an ornamental second floor balcony protruding over the arched front door.

In 1946, a 4-foot extension was added to the garage which is stuccoed to match the main house. Attached to the garage is a carport constructed of a stuccoed masonry knee wall and ornamental iron structure with barrel vault canvas roof. The garden is enclosed on the west with ornamental iron fencing and gate.
706 18th Avenue NE
This is an American Foursquare style house, the prominent feature of which is a Classical Revival entry porch that has a half circle plan with roof and balustrade supported by four Tuscan Order columns. The 2-story yellow brick veneer structure has a hip roof design, deep overhanging eaves and a gable dormer. The fenestration consists of double hung sash windows (replacements) with 1/1 lights. It has an east end exterior chimney. The garage matches the house in materials and roof style.

The house was constructed in 1928 by John Carson, a prominent St. Petersburg and Evansville, Indiana businessman and civic leader. It originally had a 2-car garage and cost $14,000 to build. A third bay was added to the garage in 1934, and in 1936, a room and a porch were added to the rear of the house. In 1985, the wall between this room and the porch was removed. A pool was added to the property in 1984/85.

715 18th Avenue NE
This house was constructed in 1929 by B.L. Armstrong in the Frame Vernacular style of architecture. The 2-story building sits back at the alley and was originally constructed as a garage with 4 rooms above the garage bays. It is wood-framed and sided mostly with beveled wood clapboard, but also has stuccoed panels mixed into the façade design. The asphalt shingled roof has a hip design with deep overhanging eaves and decorative wood brackets. The fenestration has double-hung sash windows that are either 3/1 or 4/1 lights. The front door is trimmed with an ensemble of flat pilasters on its flanks and broken pediment detail at the head. The building has a south end painted brick exterior chimney. A shadow box wood fence encloses the front yard. In 1956, 1st and 2nd story porches were added to the structure. A portion of the porch was enclosed in 1978.

725 18th Avenue NE
This 2-story rough texture stucco-clad, hollow tile house is an example of Mission style architecture. It has an irregular plan and a flat roof. The off-white stucco walls and parapets are accented with burnt red terra cotta tiles which include barrel shaped roof tiles as well as flat diamond shaped wall tiles and flat window sills. Another terra cotta accent in the façade is the use of tubular canals above windows. The fenestration consists of double-hung sash windows with 3/3 lights. A flat-roofed entrance porch with arched opening extends from the front façade. The entrance walk and steps are covered with terra cotta tiles. A notable architectural feature is the east end exterior chimney.

The property card indicates that the house was constructed in 1924 by P.M. Murphy who also built 735 and 746 18th Avenue NE. It originally had 8 rooms.
and was built at a cost of $8,000. In 1927, a 1-story, 3-room addition was put on the house. Well-known developer/contractor Cade B. Allen was hired to put in a new kitchen for the then-owner, Lotta Schick, in 1948. A porch which added an additional bay to the facade was added to the front of the house in 1990.

**726 18\textsuperscript{th} Avenue NE**

This 2-story wood-frame house is an example of the American Foursquare style. It has a rectangular plan and a hip roof with deep overhanging eaves. Fenestration consists of double-hung sash windows with 6/1 lights. The windows that face the street have applied decorative shutters. It has a west end, exterior chimney. The building has been altered by the addition of aluminum siding. The two car wood frame garage has a gable roof and vertical siding.

According to the 1923 Sanborn map, this house was in existence in 1923. In 1969, the garage was demolished, and rebuilt in 1973. At this time, a front porch was added and the aluminum siding put on the house. A "glass room enclosure" was added in 1986.

**735 18\textsuperscript{th} Avenue NE**

This 2-story, masonry house is in the Mediterranean Revival style. It has an irregular plan and a flat roof. The exterior wall surface is Permastone, a simulated stone veneer. Some of the parapet wall and balcony rail wall copings are barrel shaped terra cotta roofing tiles. Tubular shaped terra cotta tile canals also accent the façade. The fenestration consists of double-hung sash windows with 3/3 lights. The front door is sheltered by a sloped metal canopy structure that is supported with ornamental metal brackets and is covered with barrel shaped terra cotta roofing tiles.

The one story garage with laundry room has a gable roof with asphalt shingles and is sided with a plywood paneling in a vertical board and batten style. The property card for this building indicates that it was constructed in 1924 of hollow tile by P.M. Murphy at a cost of $12,000. The canopy over the front door was added in 1940. In 1948, it was refaced with Perma-stone (which should be considered historic). That same year a laundry addition was added to the garage. In 1982, a pool was added to the property.

**736 18\textsuperscript{th} Avenue NE**

This 2-story wood frame house is an example of Colonial Revival style. It has an irregular plan and a gable roof. Fenestration consists of casement windows with 8 lights. Other notable architectural elements include an east ridge chimney and a decorative broken pediment door surround. The structure has been altered by the application of aluminum siding. The rear accessory structure has a gable roof and siding that matches the main house.
This house is shown on the 1923 Sanborn Map. In 1959 a bedroom was added. Considerable interior changes were made in 1975. A family room was added, and the location of the dining room and kitchen-family room were reversed. A ribbon driveway, the only on the block, extends from 18th Avenue to the rear of the property.

**745 18th Avenue NE**

This 2-story, rough stuccoed hollow tile house is in the Mediterranean Revival style of architecture. It has an irregular plan and has a combination of hip, mansard and gable style roofs covered with barrel shaped terra cotta tiles. The fenestration facing the street at ground level has three arched, glass double doors that have divided lights. The arched motif is incorporated into the entry portico, the windows of the east ground level extension and the garden wall openings. Upper level windows are primarily 6/6 double hung sash. The east garden is enclosed by a chest high wall that is stuccoed to match the house. All garden entrances have metal ornamental gates. The garage off the alley with its second floor residential quarters is stuccoed and roofed to match the main house.

The house and the 1-story cement tile garage were constructed in 1926 by C.W. Sensenbaugh at a cost of $15,000. The contractor for the 8-room house was W.D. Berry. In 1935 a 2-story, 2-room addition was put on the house. Architect Dupont designed servants’ quarters on the 2nd floor of the garage in 1940. In 1979, a pool was added, and a year later a family room.

**746 18th Avenue NE**

This 2-story hollow tile, rough stucco clad house is an example of Mediterranean Revival style architecture. It has an irregular plan and flat roof, parapet walls of which are accented with barrel shaped terra cotta coping tiles. The one story entry section has a sloped roof with barrel shaped terra cotta roofing tiles. The front entry, accessed by decorative terra cotta steps with decorative metal guard rails, has an arched ensemble of a carved raised panel wooden door and glass sidelights. The window immediately east is in the same design. Decorative ceramic tiles are inlaid into the stucco above the first and second floor north windows. The fenestration primarily has double-hung sash windows with 6/6 lights. Other notable architectural features include a west end, exterior chimney and decorative terra cotta canals.

The property card for this house indicates that it was constructed in 1924 by P.M. Murphy at a cost of $8,000. F.J. Burns resided there for at least 35 years starting in 1926. That same year a 2-story, 2-room addition was added to the garage.
756 18th Avenue NE

This 2-story house is basically an American Foursquare design with Italian influence. The prominent hip and shed design roof with its barrel shaped red terra cotta roofing tiles, the deep overhanging eaves with decorative wooden brackets, and the smooth stucco walls evoke the image of detached grand Italian houses. The fenestration consists of double hung sash windows with 6/6 lights. An entrance porch with a hip roof, overhanging eaves and pointed arches is prominent on the north elevation. Other notable architectural elements include a south offset chimney and decorative ceramic tile and terra cotta crests.

The house was constructed according to the property card, in 1925 by Hallowell. In the late 1980s it was lived in by Paul Tash, current CEO of the Tampa Bay Times, who added a pool to the property.

Setting

Located within the Historic Old Northeast neighborhood, between Walnut Street and Elm Street, the 700 block of 18th Avenue Northeast is situated three blocks west of North Shore Park and midway between 5th and 30th Avenues, the southern and northern boundaries of the neighborhood. The immediate area is almost entirely single-family residential. The stately homes on the block were constructed between 1922 and 1929. By 1924, the immediate neighborhood was being built out. The 1924 city directory records two homes each on the 600 and 700 blocks of 18th Avenue Northeast (636, 645, 726, 736) and four homes on the 800 block (805, 806, 809, and 825).

The 700 Block of 18th Avenue Northeast Historic District has retained excellent integrity of setting, design, materials and workmanship. Modern alterations of the homes are minimal and all still exhibit a remarkable degree of integrity of both design and material.

The retention of the hexblock sidewalks, brick street, granite curbing as well as individual landscape features such a and the cast concrete walls and gates and the mature tropical landscaping further contributes to the integrity of the setting.
STATEMENT OF SIGNIFICANCE

Historical Context

Development of the Historic Old Northeast

On December 15, 1909, C. Perry Snell and James C. Hamlett formed the real estate company of Snell and Hamlett and together began to purchase vast tracts of farmland and wilderness north of the downtown area stretching to the tip of Coffee Pot Bayou. These purchases became some of the earliest planned neighborhoods of St. Petersburg. One of the largest purchases was of the "Tinson-Tunno-Flannery Property" stretching from 9th Avenue North to Coffee Pot Bayou. At the request of the property owners, the City annexed this land in 1914. This land was divided into numerous small subdivisions, including the 1916 Snell and Hamlett's North Shore Addition Replat which solely consisted of blocks 67 and 68. Snell and Hamlett made many land improvements prior to selling the individual lots for development, including the Coffee Pot seawall, roads, sewers and gas lines. Snell also invested in a trolley line to create easy access to the new subdivisions.

Snell and Hamlett promoted the North Shore neighborhood as the premier residential section of St. Petersburg. Deed restrictions were placed on the properties sold requiring all homes face north or south, with the exceptions of corner lots. All homes were to cost a minimum of $5,000. Livestock was not permitted to be kept in the premises. African Americans were not permitted to live in the primary homes, though those employed by home owners could live in the accessory buildings. Individuals who purchased lots built homes of varying architectural styles, including Mediterranean, Craftsman, Prairie, Mission, Tudor, Colonial and vernacular versions of these styles.

Although a number of the houses were constructed in the teens, the majority of the land was developed in the 1920s, 30s, and 40s. Following World War II, predominantly one-story homes were built on the remaining lots. More recently, larger homes have replaced a number of those located on Coffee Pot Bayou.

The neighborhood grew until the boundaries included the land from Fifth Avenue North to Thirtieth Avenue North. The eastern boundary stretched from Tampa Bay north to Coffee Pot Bayou. The Fourth Street North Business District defines the western boundary. The waterfront became the site of grand homes facing the bay and a string of parkland stretching south to downtown. Throughout the rest of the neighborhood, more modest homes randomly
alternate with larger ones, creating a unique blend of styles and sizes, appealing to a diverse group of homeowners.

The neighborhood's early 20th century development pattern resulted in narrow, gridded streets with spacious sidewalks, alleys, and deep narrow lots. The homes were built in a traditional pattern with porches and entryways to the front and garages to the rear. Although most homes are single-family, there are a number of small, high-quality early 20th century and mid-century modern apartment buildings located primarily in the southern part of the neighborhood.

Today, the neighborhood is still characterized by a diversity of architectural styles, waterfront green space, brick streets, granite curbs, hex block sidewalks and front porches. An enveloping street tree canopy reinforces the pedestrian quality of the neighborhood. Preserved waterfront parks form the eastern boundary of the neighborhood. To the west, on Fourth Street, Sunken Gardens has undergone major restoration and the business district is the site of redevelopment into a dining, retail and business corridor leading to downtown. The North Shore National Register District was created in 2003.

The 700 Block of 18th Avenue displays a remarkable architectural diversity, even within the context of the Historic Old Northeast neighborhood.

Significance

Architecture

(1) It has distinguishing characteristics of an architectural style valuable for the sturdy of a period, method or construction of use of indigenous materials.

The 700 Block of 18th Avenue displays a remarkable architectural diversity, even within the context of the Historic Old Northeast neighborhood. Each of the residential structures is of a unique design. Five of the ten residential structures were built in the Mediterranean Revival style, two are American Foursquare, one is Colonial Revival, one is Mission Revival, and one is considered a Frame Vernacular.

Three of the homes (725, 735, and 746) were constructed by P.M. Murphy of the Schooley-Murphy Company. Schooley-Murphy was know for using hollow tile in constriction and designing in the Mediterranean Revival and Mission Revival Style. They constructed numerous homes throughout St. Petersburg with concentrations in the Snell Isle, Euclid, Pasadena, Lakewood, and North Shore Neighborhoods. They also constructed several commercial and multi-family
Community Planning and Development

(1) Its character is a geographically definable area possessing a significant concentration or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

(2) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.

(3) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

The 700 Block of 18th Avenue Northeast Historic District is an intact example of the typical suburban development expanding from the core of St. Petersburg in the booming 1920s. It displays a rich mix of architectural styles to suit buyers from around the country who were flocking to St. Petersburg.

The 700 Block of 18th Avenue Northeast is carved out of a later subdivision of J.C. Hamlett and C. Perry Snell's North Shore Addition. Despite the inclusion of two separate platted blocks, the homes facing one another on 18th Avenue form a definable sub-neighborhood with unifying characteristics within the larger neighborhood.

The development of the North Shore as one of the premier residential neighborhoods in the city is clearly readable within the block with the fine single family homes located along the brick avenue. True to the tradition of Snell and Hamlett's development, all the homes were constructed by the individuals who purchased the lots and the styles vary according to personal taste.
Newspaper

St. Petersburg Times, 1923-1929.

Evening Independent, 1922-1929.

Other Sources


City of St. Petersburg, property cards

National Park Service, United Stated Department of the Interior, National Register of Historic Places Program.


Straub, William, History of Pinellas County, Florida, 1929.

SPORTSMAN, CIVIC WORKER, DIES HERE

BODY WILL LIE IN STATE TODAY; FUNERAL SERVICES TO BE HELD IN INDIANA

John Carson, 63, prominent St. Petersburg and Evansville, Ind., businessman, sportman, and civic worker, died yesterday afternoon at 3:45 o'clock at his home, 706 Eighteenth Avenue northeast, following an illness of several months.

The body will lie in state until 6 o'clock this evening at the William chapel. Funeral services will be held Monday afternoon at 2 o'clock in Evansville, where burial will take place.

Mr. Carson, a resident of this city since 1930, operated a number of Coca-Cola bottling plants in several northern cities, including large plants in Evansville.

Known for Charities

John Carson, prominent St. Petersburg and Evansville, Ind., businessman and civic leader, who died here yesterday.

a director of the Elks Harry-Anna Crippled Children's home at Umatilla.

Mr. Carson was well known to members of the local Elks lodge.
Helping his uncle who was the builder of the incline railroad up Lookout mountain, he was the first to take a train up the incline. Previous to this he had worked with Mr. Cross on the construction of Chickamauga Natural park in Chattanooga.

After the three years in Chattanooga he went to Paducah, Ky., where he, with his father and brother, Luther, obtained bottling rights for Coca-Cola in that district and opened a plant in March, 1903.

After two successful years in Paducah, he and his brother, Luther J. Cross, bought the franchise for portions of Indiana, Illinois and Kentucky and opened a plant at Evansville, Ind.

He soon became one of the leading business men of Evansville. He began enlarging his plant and eventually acquired 11 large plants in three states.

During his years in Evansville he was active in numerous organizations, including the Evansville Country club. He was a Mason and an honorary life member of both the Elks and the Shrine. He was also past grand ruler of the Elks.

Body to Lie in State

After he moved here he continued to visit his country home in McCutchanville, about five miles northeast of Evansville. Both in Evansville and St. Petersburg he was an ardent golfer.

Survivors include his widow, Mrs. Nellie Cross; one daughter, Mrs. Wally Bishop; a brother, Luther P. Cross, Paducah, Ky.; a nephew, William Cross, Bloomington, Ill., and a niece, Jane Cross, Paducah.

The body will lie in state from 3 until 6 o'clock this afternoon at the Wilhelm chapel. It will be sent to Evansville via Paducah.

John Cross, Sr., prominent St. Petersburg and Evansville, Ind., businessman, sportsman and civic worker, died quietly yesterday afternoon at 3:45 o'clock at his home, 708 Eighteenth avenue

Mr. Cross, who moved here from Evansville in 1880, was known as a tireless advocate of game and fish conservation. He was a prominent worker in behalf of various charitable organizations, and was named a director of the Elks' Harry-Ann Crippled Children's home at Umatilla in 1954.

Maintained Corn Preserve

He owned a game and fish preserve on the Wabashaccoe river and maintained his fishing beat, the Lomel. His sports activities had been curtailed in recent months, however, because of ill health.

Mr. Cross was born on July 19, 1870, in the little town of Kirksey, Ky., the son of Tom C. and Nellie Cross.

As a boy he attended the public school as any other lad and enjoyed no more than the ordinary boy's chances. Working with his father, he made no great name for himself, but was well liked by the people of that town.

He married Nellie Wilbur, of Chattanooga, Tenn., while living in Kirksey, and in 1900 he moved to Umatilla to enter business with his uncle, John J. Cross.

Operate Mountain Railroad

Helping his uncle who was the builder of the incline railroad up Lookout mountain, he was the first to take a train up the incline. Previous to this he had worked with Mr. Cross on the construction of Chickamauga Natural park in Chattanooga.

After the three years in Chattanooga...
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District

St. Petersburg Times - May 7, 1933

NOAH W. WILBUR

Noah Webster Wilbur, 90, winter visitor here for the past 10 seasons from Chattanooga, Tenn., died Saturday morning at 3 o'clock at his home, 706 Eighteenth avenue northeast. He was a retired realtor.

He is survived by four daughters, Mrs. John Carson and Mrs. Eva Perzina of this city; and Mrs. Willard Clippinger, Lookout Mountain, Tenn.; and Mrs. E. W. Scott, River Forest, Ill.; three sons, Webster Wilbur of St. Louis, Mo., Louis Wilbur of Bedford, Ind., and Jerry Wilbur of Johnstown, Pa.; and a brother, Warren Wilbur, Quincy, Mich.

The body will be sent to Chattanooga, this afternoon for funeral services and interment. Local arrangements are in charge of the J. W. Wilheim funeral home.
ST. PETERSBURG, FLORIDA, FRIDAY, DECEMBER 9, 1913

**Succumbs**

**ITALO-FRENCH CRISIS GROWS OVER COLONY**

Tension Increased by Rioting

PARIS—(AP)—Something like a European crisis has arisen over Italy's "unofficial" clamor for French-protected Tunisia.

Italian and anti-Italian demonstrations and disorders in the French north African protectorate, heavy reinforcement of the mobile guard there and reports that Italians in Tunisia were planning to defend themselves were the newest factors of the near-crisis yesterday.

Reports from the French-Spanish border that 40,000 Italian troops were massed in insurgent Spain just across the Pyrenees from France emphasized fears that Italy might be preparing to translate agitation into military action.

In the style of street demonstrations in Italy which followed Foreign Minister Ciano's Nov. 29 speech on Italian "aspirations" about how it would acquire the

DEATH CLAIMS JOHN CARSON AT HOME HERE

Body Will Lie in State Today
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  

Photo Page 1

705 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 2

706 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 3

715 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 4

725 18th Ave
St. Petersburg Landmark Designation Application

Name of Property _700 Block of 18th Avenue NE Historic District_ Photo Page 5

726 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 6

735 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property ___700 Block of 18th Avenue NE Historic District___ Photo Page 7

736 18th Ave NE
Name of Property __700 Block of 18th Avenue NE Historic District__  Photo Page 8

745 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property  700 Block of 18th Avenue NE Historic District  

746 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property 700 Block of 18th Avenue NE Historic District  Photo Page 10

756 18th Ave NE
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District

Maps Page 1

MAPS

Map Showing District Boundaries
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  Maps Page: 2

Property Owner Consent for Initiation of Designation

Letter of Intent to Apply for Designation as a Historic District

The below signed property owners on the 700 block of 18th Avenue NE between Elm Street and Walnut Street would like to complete an application to have our block designated a historic district.

NAME                      ADDRESS                        SIGNATURE

Elizabeth & David Scicluna 748 18th Ave NE  Mark M.
Ward and Mary Anne Boston 745 18th Ave NE  Mary Ann Boston
Dave & Alvis Noland 735 18th Ave NE  Alvis Noland
T. Kim Cromwell & Kathleen Cote 706 18th Ave NE  TK Cromwell

William & Catherine Cobb 726 18th Ave NE  James Cobb
Judy & Mary Jo Robinson 705 18th Ave NE  Mary Jo Robinson
Matthew & Mary Gracek 756 18th Ave NE  Matthew Gracek
St. Petersburg Landmark Designation Application

Name of Property: 700 Block of 18th Avenue NE Historic District  Maps Page: 3
Appendix D
Public Comment
No public comment has been received as of February 7, 2017.
Appendix E

Ballot Initiating Application to Consider Designation and Summary of Returns
I, _________________________________________, owner of the property located at _____________________________ St. Petersburg, Florida 33704:

☐ SUPPORT

☐ DO NOT SUPPORT

Initiating an application to consider designation as a local historic district. The proposed district boundary includes a portion of 18th Avenue Northeast, bound by Walnut Street NE to the west and Elm Street NE to the east, as shown on reverse. A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

______________________________________________  ________________
(Signature)  (Date)

Ballot Instructions:

Please sign and return this ballot on or before March 7, 2017. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, 18th Ave. NE LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission ("CPPC") and City Council. The application will be deemed complete immediately upon receipt of "support" votes representing at least six (6) of the tax parcels.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. Following return of the ballot, your position may not be changed for the purposes of meeting the minimum requirements to initiate the application.

Ballots not received or postmarked on or before March 7, 2017 will be recorded as a nonresponse and counted as a “do not support” vote.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days notice of a public hearing at which you may provide input regarding the potential district designation.
# 700 Block of 18th Ave NE Local Historic District – Ballot Returns

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<th>Address</th>
<th>Name</th>
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<td>Robinson, Jerry</td>
<td>Support</td>
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</tr>
<tr>
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<td>Robinson, Mary Jo</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>2S 706 18th Ave NE</td>
<td>Cote, Kathleen A</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Cromwell, Teresa K</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>3S 726 18th Ave NE</td>
<td>Cobb, Catherine Ross</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Cobb, William T. Jr.</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>4S 735 18th Ave NE</td>
<td>Novak, Alexis</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Novak, David</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>5S 745 18th Ave NE</td>
<td>Boston, Ward III</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td></td>
<td>Boston, Mary Anne</td>
<td>Support</td>
<td>1/10/2017</td>
</tr>
<tr>
<td>6S 746 18th Ave NE</td>
<td>Skidmore, Elizabeth H</td>
<td>Support</td>
<td>1/10/2017</td>
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<td>Skidmore, J David Jr.</td>
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<td>7S 756 18th Ave NE</td>
<td>Grecsek, Matthew</td>
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<td>1/17/2017</td>
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<td></td>
<td>Grecsek, May</td>
<td>Support</td>
<td>1/17/2017</td>
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Appendix F
Excerpts from National Register Nomination for North Shore Historic District
United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name NORTH SHORE HISTORIC DISTRICT
other names/site number Old Northeast Residential Neighborhood

2. Location

street & number Bounded by 4th St N, 5th Ave N, Tampa Bay, 30th Ave N
N/A □ not for publication
city or town St. Petersburg
N/A □ vicinity
state FLORIDA code FL county Pinellas code 103 zip code 33701/04

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this □ nomination □ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property □ does not meet the National Register criteria. I recommend that this property be considered significant □ nationally □ statewide □ locally. (□ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

Beverly C. Matlick, DSHPO for S+R 1-2-03
Florida State Historic Preservation Officer, Division of Historical Resources
State or Federal agency and bureau

In my opinion, the property □ does not meet the National Register criteria. (□ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

Thereby certify that the property is: □ entered in the National Register □ See continuation sheet
□ determined eligible for the National Register □ See continuation sheet.
□ determined not eligible for the National Register □ See continuation sheet.
□ removed from the National Register.
□ other, (explain) ________

Signature of the Keeper Date of Action
### 5. Classification

<table>
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<th>Ownership of Property</th>
<th>Category of Property</th>
<th>Number of Resources within Property</th>
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<td>(Check as many boxes as apply)</td>
<td>(Check only one box)</td>
<td>(Do not include any previously listed resources in the count)</td>
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<td>☒ private</td>
<td>☒ buildings</td>
<td>☐ contributing buildings</td>
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<tr>
<td>☐ public-local</td>
<td>☐ site</td>
<td>☐ contributing sites</td>
</tr>
<tr>
<td>☐ public-State</td>
<td>☐ structure</td>
<td>☐ contributing structures</td>
</tr>
<tr>
<td>☐ public-Federal</td>
<td>☐ object</td>
<td>☐ contributing objects</td>
</tr>
</tbody>
</table>

- **Contributing**: 2,975 buildings
- **Noncontributing**: 514 buildings
- **Sites**: 3 sites
- **Structures**: 0 structures
- **Objects**: 4 objects
- **Total**: 2,982 resources

### Name of related multiple property listings

(Enter "N/A" if property is not part of a multiple property listing.)

- **N/A**

### Number of contributing resources previously listed in the National Register

- **0**

### 6. Function or Use

<table>
<thead>
<tr>
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<th>Current Functions</th>
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<tbody>
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<td>(Enter categories from instructions)</td>
<td>(Enter categories from instructions)</td>
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<tr>
<td><strong>DOMESTIC/Single Dwellings</strong></td>
<td><strong>DOMESTIC/Single Dwellings</strong></td>
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<tr>
<td><strong>DOMESTIC/Multiple Dwellings</strong></td>
<td><strong>DOMESTIC/Multiple Dwellings</strong></td>
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</table>

### 7. Description

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<th>Architectural Classification</th>
<th>Materials</th>
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<td>(Enter categories from instructions)</td>
<td>(Enter categories from instructions)</td>
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<tr>
<td><strong>See continuation sheet: Section 7, Page 8</strong></td>
<td><strong>foundation</strong> Brick</td>
</tr>
<tr>
<td></td>
<td><strong>walls</strong> Wood</td>
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<tr>
<td></td>
<td><strong>Stucco</strong></td>
</tr>
<tr>
<td></td>
<td><strong>roof</strong> Asphalt</td>
</tr>
<tr>
<td></td>
<td><strong>other</strong> Wood; Porch</td>
</tr>
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</table>

**Narrative Description**

(Describe the historic and current condition of the property on one or more continuation sheets.)
8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

☐ A Property is associated with events that have made a significant contribution to the broad patterns of our history.

☐ B Property is associated with the lives of persons significant in our past.

☐ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

Property is:

☐ A owned by a religious institution or used for religious purposes.

☐ B removed from its original location.

☐ C a birthplace or grave.

☐ D a cemetery.

☐ E a reconstructed building, object, or structure.

☐ F a commemorative property.

☐ G less than 50 years of age or achieved significance within the past 50 years

Areas of Significance
(Enter categories from instructions)

ARCHITECTURE

COMMUNITY PLANNING AND DEVELOPMENT

Period of Significance

C. 1910-1950

Significant Dates

C. 1910

Significant Person

N/A

Cultural Affiliation

N/A

Architect/Builder

Architect: Unknown

Builder: Unknown

Narrative Statement of Significance
(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

☐ preliminary determination of individual listing (36 CFR 36) has been requested

☐ previously listed in the National Register

☐ previously determined eligible by the National Register

☐ designated a National Historic Landmark

☐ recorded by Historic American Buildings Survey

☐ recorded by Historic American Engineering Record

Primary location of additional data:

☒ State Historic Preservation Office

☐ Other State Agency

☐ Federal agency

☐ Local government

☐ University

☐ Other

Name of Repository

#
10. Geographical Data

Acreage of Property  425 approx.

UTM References
(Place additional references on a continuation sheet.)

<table>
<thead>
<tr>
<th>Zone</th>
<th>Easting</th>
<th>Northing</th>
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<tr>
<td>1 17</td>
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<td>3 0 7 5 8 6 0</td>
</tr>
<tr>
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<td>3 3 9 0 6 0</td>
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</tr>
<tr>
<td>4 1 7</td>
<td>3 3 9 2 2 0</td>
<td>3 0 7 3 4 4 0</td>
</tr>
</tbody>
</table>

Verbal Boundary Description
(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification
(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title  Kate Hoffman, Historic Consultant/Carl Shiver, Historic Sites Specialist
organization  Florida Bureau of Historic Preservation  date  January 2003
street & number  R.A. Gray Building, 500 S. Bronough Street  telephone  (850) 245-6333
city or town  Tallahassee  state  Florida  zip code  32399-0250

Additional Documentation
Submit the following items with the completed form:

Continuation Sheets
Maps
A USGS map (7.5 or 15 minute series) indicating the property's location.
A Sketch map for historic districts and properties having large acreage or numerous resources.
Photographs
Representative black and white photographs of the property.
Additional items
(check with the SHPO or FPO for any additional items)

Property Owner
(Complete this item at the request of SHPO or FPO.)

name  N/A
street & number
phone

city or town

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SUMMARY

The North Shore Historic District (also known as the Old Northeast Neighborhood) represents one of the most extensive and eclectic mixtures of residential architecture in the city of St. Petersburg. It comprises early to mid-twentieth century houses and apartment buildings interspersed with 1950s era and later infill construction. This district includes a high percentage of architectural styles that typify the Florida Land Boom era of the 1920s and that reflect the broad settlement patterns of the city of St. Petersburg. It encompasses approximately 425 acres and contains a variety of residential architectural styles, including Frame Vernacular, Masonry Vernacular, Classical Revival, Colonial Revival, Craftsman/Bungalow, Prairie, Mediterranean Revival, Minimal Traditional, Mission, Tudor Revival, Ranch, Art Moderne, and Monterey. The contributing resources in the district consists of one- and two-story residences built between c. 1910 and c. 1950. Of the 3,489 buildings in the district, 2,975 are contributing and 514 are noncontributing, a ratio of 77 percent contributing to 23 percent noncontributing. Of the contributing buildings, 1,305 (43 percent) represent garages or garage apartments. In addition to the residential buildings, the district also contains three landscaped traffic circles (plazas) and four contributing objects: two pergolas, an urn, and a fountain. Noncontributing buildings include those that were erected prior to 1950 that have lost their historic physical integrity through alterations made less than fifty years ago and those that were constructed after 1950.

SETTING

The city of St. Petersburg is located on the west coast of central Florida, in Pinellas County, at the south end of the Pinellas Peninsula, which separates Tampa Bay from the Gulf of Mexico. Other communities found on the peninsula, like Clearwater, Largo, Pinellas Park, and Gulfport, have grown with St. Petersburg to form an almost continuous urban landscape. St. Petersburg and its surrounding communities are part of the St. Petersburg/Tampa metropolitan area which has a population of more than 2,000,000 residents. The city is connected to Tampa and its environs by bridges across the bay, and to Bradenton and Sarasota by the twin span, 15 mile Sunshine Skyway Bridge across Tampa Bay and a part of the Gulf of Mexico. St. Petersburg has a subtropical climate and is principally a resort and residential city. The economy depends largely on tourism through visitors to the many beaches along St. Petersburg’s 33 miles of waterfront. Focal points of downtown tourist activity are Bayfront Auditorium and the Municipal Pier, both of which are located on Tampa Bay.

The North Shore Historic District is located north of downtown St. Petersburg on relatively high and well-drained land that slopes toward the water. It is bounded on the west by the 4th Street commercial area, on the east by Coffee Pot Bayou and Tampa Bay, on the north by 30th Avenue, and on the south by 5th Avenue. The dominant geographic theme is the waterfront, as virtually all areas of the neighborhood are in close proximity to the shores of either Tampa Bay or Coffee Pot Bayou.
PHYSICAL DESCRIPTION

The district consists of 160 partial or complete blocks. With the exception of Granada Terrace, subdivisions within the current neighborhood, as originally platted, consist of a network of parallel streets and avenues with associated alleys. Today, the street and block pattern maintains the same configuration as the original plats, and many of the streets and alleys retain the red brick paving original to the neighborhood. (Photos 1-2). A total of sixteen north-south streets and twenty-six east-west avenues traverse the neighborhood which is laid out on a rectangular grid system, except along the meandering waterfront (Photo 3) and within the Granada Terrace subdivision. It is connected via several major thoroughfares, including North Shore Drive Northeast and Beach Drive on the eastern edge and 4th Street on the western perimeter. The primary internal arteries are 1st Street, 9th Avenue, 22nd Avenue, Beach Drive, and Locust Street. Today, five non-historic entry monuments mark the major gateways into the neighborhood: the Snell Isle Bridge, 22nd Avenue, Beach Drive, and 1st Street (Photo 4). All of these structures lie outside the boundaries of the historic district.

The district is primarily composed of single family residences on single lot parcels (Photo 5). The majority of the houses within the district are owner occupied, particularly in that area north of 9th Avenue. In addition to the residences, a substantial number of outbuildings, including garages and garage apartments, exist (Photos 6 and 7). The neighborhood reflects the early influence of automobiles through its original garage outbuildings that architecturally complement the main houses. Garage entrances are relegated to parallel alleys located to the rear of the house, and many of these original garages remain with only minor modifications (Photos 8 and 9). The district also maintains many features of the original streetscape such as brick streets, granite curbs, hexagonal block sidewalks, and lush landscaping (Photos 10, 11, 12, and 13). Many of these elements remain in good to excellent condition. Contributing apartment buildings also exist within the district (Photos 14, 15, and 16), as well as four contributing objects, three of which are associated with the Granada Terrace subdivision. These resources include the Plaza Andalusia Pergola, the Granada Vista Pergola, and the Plaza Valencia Urn located within small parks with tropical landscaping (Photos 17, 18, and 19). The fourth contributing object consists of a fountain located at 2800 1st Street North (Photo 20).

Present Appearance

The North Shore District, which represents the largest and most intact residential neighborhood in St. Petersburg, developed from its southern perimeter (5th Avenue) northward. More than two dozen different subdivision plats and re-plats are recorded in the county record books, but today the entire neighborhood is called North Shore. The largest plat in the neighborhood is Snell and Hamlett’s North Shore subdivision, which along with Granada Terrace, contains some of the most distinctive residential buildings in the city. Examples include the Classical Revival style home located at 836 16th Avenue Northeast, the Mediterranean Revival style residence situated at 1400 Beach Drive Northeast, the Georgian style residence located at 201 14th Avenue North, and the Renaissance Revival style house located at 206 25th Avenue North (Photos 21, 22, 23, and 24).
The buildings in the North Shore District exhibit a variety of forms and styles dating from the c. 1910-1945 time period. The majority of the outbuildings reflect the style characteristics of the main structure on the property. The most common styles include Frame Vernacular and Bungalow, which account for 26 percent and 25 percent of the buildings, respectively. Other prevalent styles include Prairie (11 percent), Georgian (13 percent), Mediterranean Revival (8 percent), and Masonry Vernacular (5 percent).

The earliest intact subdivisions in the North Shore neighborhood date from the 1890s and are located in a two block area south of 9th Avenue. This region contains almost all of the buildings constructed before 1913. Over thirty subdivisions were platted between 1910 and 1917. The most significant include Snell & Hamlett’s North Shore and Bayview additions (1910), Erastus A. Barnard’s subdivision (1910), North Bay Heights (1912), Jackson’s subdivision (1912), and Colonial Heights (1917). By 1918, most of the areas were subdivided, but few buildings had been constructed. The remaining major subdivision was Perry Snell’s Granada Terrace, which was platted in 1924. Granada Terrace, which fronts Coffee Pot Bayou, features a Spanish theme, curvilinear streets, circular and oblong green spaces, and decorative landscape structures. The residences located at 2320 Andalusia Way Northeast and 2326 Andalusia Way Northeast represent the Mediterranean Revival typical of this subdivision (Photos 25 and 26). Both are considered to be contributing features of the neighborhood.

A total of 109 existing buildings in the neighborhood were constructed between 1914 and 1918. The dominant architectural styles of these early subdivisions were Frame Vernacular, Masonry Vernacular, and Craftsman/Bungalow. Many of the early residences in the neighborhood are simple one-story and two-story wood frame vernacular structures. An interesting example of the Frame Vernacular style is located at 195 23rd Avenue North (Photo 27). This two-story house features a cross-gable extension with a louvered vent, a side-gable roof, an offset entrance, and a porch with simple columns. The windows consist of double-hung sash and the exterior decoration is minimal.

Another early Frame Vernacular house is located at 940 Locust Street NE (Photo 28). This one-story house features a steeply–pitched gabled roof with a louvered vent and a cross-gable extension. Windows are double hung, and the house has an offset entrance. The original porch is now enclosed with wooden double-hung windows; but this enclosure also appears to be historic.

The largest amount of building construction took place during the Florida Land Boom years of the 1920s. More than 1,000 buildings in the neighborhood date to this period. Dominant architectural styles include Bungalow, Prairie, Frame Vernacular, Colonial Revival, and Mediterranean Revival. Also associated with the 1920s Land Boom period are a number of Tudor Revival, Renaissance Revival, and Classical Revival residences.
A substantial number of the residences in the neighborhood exhibit the Craftsman/Bungalow influence. The most common type of house to which this style was applied was the one-story and one and a half story residence. An ornate and interesting example is the residence located at 806 18th Avenue Northeast (Photo 29). The low roof pitch of this one-and-one-half story building emphasizes the horizontal intent of the design. The exterior wall fabric consists of wood shingle and brick mixed with concrete fragments set in a random pattern. An entrance porch extends from the facade and features decorative trusswork, truncated columns, and massive piers. A prominent end chimney rises from the west side of the building. Another example of a less elaborate two-story Bungalow is located at 445 11th Avenue Northeast (Photo 30).

Examples of undecorated and simple Bungalow influenced residences common throughout the neighborhood include those located at 325 19th Avenue Northeast and 526 16th Avenue Northeast (Photos 31 and 32).

The residence at 535 20th Avenue Northeast represents the Prairie style (Photo 33). This building exhibits a basic rectangular main unit with two one-story extensions. The roofs exhibit a low pitch with wide overhanging eaves. Paired brackets, while not a common element associated with this style, extend from the center of the facade. Pairs of double-hung sash windows flank the main entrance. The same type of window pierces the facade above the porch. Other examples of the Prairie style include the residences located at 125 8th Avenue Northeast and 245 8th Avenue Northeast (Photo 34 and 35).

Frame Vernacular houses are found throughout the neighborhood. A particularly notable example is the house located at 635 17th Avenue Northeast (Photo 36), because of its association with Babe Ruth, who occupied in the house during the 1920s when the New York Yankees baseball team did their Spring Training in the Tampa Bay area. Another vernacular building associated with the team, and which is unique in the North Shore Historic District, is a one-story log building located at 740 14th Avenue NE (Photo 37). This building, which sits on the back of the lot on the alley and is partially obscured by dense vegetation, served as the Yankee clubhouse during the 1920s.

Another Frame Vernacular house typical of those found throughout the neighborhood is located at 206 8th Avenue North (Photo 38). This two-story frame house features a low hip roof with a central gable vent and a wide veranda, now enclosed as a screened porch.

An example of a Colonial Revival house is located at 300 8th Avenue Northeast (Photo 39). This frame building consists of a center block plan with a west wing. The gabled roof features a central gabled dormer. Fenestration consists of paired, double-hung sash windows with six-over-one lights. A portico with an arched roof and column supports is centered on the main facade. Another Colonial Revival style building is the house located at 605 17th Avenue Northeast (Photo 40). Although less elaborate than the previously discussed
residence, this one-story frame house exhibits the central block with wing, gable roof, paired sash windows and portico typical of the Colonial Revival style.

The Dutch influenced variant of the Colonial Revival style is also found within the North Shore District. A representative example is located at 215 11th Avenue North (Photo 41). This building features a center block with wing plans, and a gable roof with a combination hip and shed dormer. The roofing material is slate, and the exterior walls consist of brick and stucco. A portico with an arched roof and Tuscan column supports is centered on the facade. A larger and somewhat more elaborate example, which faces the waterfront, is located at 1416 North Shore Drive Northeast (Photo 42).

Hegrado Apartments, located at 210 22nd Avenue Northeast represents a large and ornate example of the Mediterranean Revival style (Photos 14 and 15). This building features a U-shaped plan and a flat roof with an encircling parapet. A tiered arcade with a shed roof extends from the inside walls that face a landscaped courtyard. The inside corners of the building have hip roof towers with narrow casement windows, and terracotta crests adorn the base of each tower. Two sets of arched windows with spiral column dividers exist on the third story. Examples of Mediterranean Revival style residences include those located at 555 16th Avenue Northeast, 2321 Brevard Road Northeast, and 2320 Brevard Road Northeast (Photos 43, 44, and 45).

An example of a Masonry Vernacular residential building is located at 224 12th Avenue North (Photo 46). This building is constructed of concrete block finished with stucco and features a low-pitched roof with enclosed overhanging eaves. The only decorative feature consists of a round crest located in the center of the facade.

Although not a dominant style in the neighborhood, several buildings were constructed in the Mission style. San Rafel Apartments, located at 360 13th Avenue Northeast, represents a good example (Photo 47). This apartment building features a central curvilinear parapet and a domed tower. An arcade with round arches, which is currently partially enclosed, originally extended the length of the facade. The tower has two groups of recessed windows accentuated by spiral columns and topped with blind arches. The Old Northeast Bay Apartments located at 205 16th Avenue Northeast represents another less ornate example of a Mission style commercial building (Photo 48).

An example of a single family Mission style residence is located at 725 18th Avenue Northeast (Photo 49). This building has a flat roof with two curvilinear parapets. The exterior fabric is rough stucco and fenestration consists of single and triple double-hung sash windows. Decorative elements include ceramic tile appliqués, barrel tile parapet cresting, canales, and barrel tile roofs. Other examples include the residences located at 114 19th Avenue Northeast, 156 19th Avenue Northeast, and 162 19th Avenue Northeast (Photos 50, 51, and 52).
Several Tudor Revival Style buildings exist throughout the neighborhood. A common example is the residence located at 136 21st Avenue Northeast (Photo 53). This building features design elements typical of the style: a steeply-pitched gable roof, recessed arched entrance, decorative half-timbering, and an exterior chimney. Another Tudor Revival style house is located at 116 21st Avenue Northeast (Photo 54). Like the one previously described, this building also features a sharply-pitched gable roof and decorative half-timbering.

Although not as popular as other architectural revival styles, the Renaissance Revival style is represented in the North Shore district. One example is the residence at 1730 Beach Drive Northeast (Photo 55). This building features a low-pitched hip roof with barrel tile and wide eaves supported by decorative brackets. An ornate cornice encircles the main block of the house. The second story contains various groupings of casement windows with the spaces between the windows accented by masonry boxes filled with pebble-dash stucco. The main entrance, which consists of a pair of eight-panel doors, topped by a transom, is located in a flat roof sun porch that extends from the east side of the house. A one-story hip extension with notched rectangular openings projects from the northern elevation. Other decorative features include a round balconette, masonry window boxes, and sconces.

The house at 656 18th Avenue Northeast represents a less elaborate example of this style (Photo 56). It consists of a central block main unit with two projecting wings. The roof is clad with ceramic barrel tile and the eaves exhibit support brackets. The exterior fabric is brick and the central doorway includes fanlight and sidelight surrounds. A flat roof portico with paired columns extends from the main facade to cover the main entrance.

A fine example of a Classical Revival style home is “Seven Oaks” located at 1700 North Shore Drive Northeast (Photo 57). This grand building includes a symmetrical facade dominated by a full-height pedimented gable portico supported by massive Ionic colonnades. A balustraded balcony extends from the second story above the main entrance. Fenestration consists of double-hung sash windows with nine panes per window frame and a fan light above the entrance door. Another impressive example with a wrap-around second story balcony and pedimented portico is located at 166 6th Avenue Northeast (Photo 58). The exterior fabric of this building consists of rusticated block, while modillions accent the entablature, and massive Tuscan colonnades support the portico.

Most of the remaining available lots were developed during the 1930s and early 1940s. During the Great Depression of the 1930s, buildings constructed during this period tended to be smaller in scale and less elaborate than those built during the boom. Styles representative of this period include the vernacular designs, as well as Minimal Traditional, Ranch, Split Level, and Monterey.

Only a few examples of the Art Moderne style are found within the North Shore Historic District. The Hotel Lenox located at 325 6th Avenue North exhibits many elements characteristic of this style (Photo 59).
These include a flat roof, smooth stucco siding, masonry coping, corner pivot windows, and cantilevered overhangs. Another example is the Pan American Apartments located at 145 10th Avenue North (Photo 60). This two-story building features a flat roof and smooth stucco exterior walls. Curved balconies with horizontal pipe railings lend this building a nautical flare.

An example of a typical Ranch style residence is located at 105 17th Avenue Northeast (Photo 61). This low one-story building, which sits parallel to the street, has a low-pitched hip roof, a horizontal facade, and a corner window. A smaller Ranch style house with a low-pitched roof, casement windows, and low horizontal facade is located at 115 17th Avenue Northeast (Photo 62).

Although not prevalent, examples of the Monterey Style are scattered throughout the neighborhood. Two examples are the residences located at 224 26th Avenue North and 606 20th Avenue Northeast (Photos 63 and 64). The building at 224 26th Avenue features a low-pitched gable roof with a one-story cross-gable extension. A second story balcony covered by the principal roof faces the street and fenestration consists of double-hung sash windows with wooden shutters. The first and second stories of this residence, as well as the one at 224 26th Avenue North, exhibit different materials, a common element of the Monterey Style.

A typical Tudor Revival style building is located at 146 21st Avenue Northeast (Photo 65). The residence displays an arched entrance, a steeply pitched facade gable roof and front end chimney. The exterior fabric is frame and fenestration consists of pivot windows. Another example is located at 316 18th Avenue Northeast (Photo 66). This building also features a Tudor Revival influenced entrance, a large front-end chimney stack and a front-facing gable.

Two examples of Minimal Traditional style buildings in the historic district are the residences located at 436 20th Avenue Northeast and 516 21st Avenue Northeast (Photos 67 and 68). Both display the simple planning and vague references to historical styles that typify this type of house which had its origins in the 1930s.

ALTERATIONS

The majority of alterations within the neighborhood consist of exterior alterations, including window replacements, enclosed porches with aluminum jalousie, awning, or other modern windows, and vinyl or other siding. Most of the buildings remain structurally intact and possess good to excellent integrity. Exterior alterations to the garages and garage apartments consist primarily of modern garage doors, modern windows, and vinyl siding.
ARCHITECTURAL STYLES

1. Frame Vernacular
2. Masonry Vernacular
3. Bungalow
4. Mediterranean Revival
5. Mission
6. Colonial Revival
7. Tudor Revival
8. Art Moderne
9. Monterey
10. Minimal Traditional
11. Prairie
12. Classical Revival
SUMMARY PARAGRAPH

The North Shore Historic District is significant at the local level under criteria A and C in the areas of Community Planning and Development and Architecture. Representative of the early residential development of the city of St. Petersburg during the first half of the twentieth century, the neighborhood was one of the first suburban residential areas to be developed outside of the central business area of the city. Comprising a distinctive and sizable collection of intact early twentieth century suburban architecture, the North Shore Historic District is also architecturally significant. A wide variety of residential architectural styles from c. 1910 to c. 1945 are represented in the historic district. The district also retains many of its original design features, including brick streets and alleys, hexagonal block sidewalks, and granite curbing as well as its original layout and grid pattern with alleys that parallel the avenues. Based on this concentration of historic buildings and the retention of the historic character, the North Shore Historic District reflects the architectural influences of the decades before, during, and after the Florida Land Boom era of the 1920s.

HISTORICAL CONTEXT

For more than two decades following the conclusion of the Civil War, the southern portion of Florida remained a wilderness and predominantly unsettled.¹ During this period, the state of Florida was faced with a financial crisis involving the title to public lands. The trustees of the state’s Internal Improvement Fund had pledged public lands to underwrite the issuing of railroad bonds. This plan to bring the railroads to Florida left the state on the verge of bankruptcy and the public lands heavily mortgaged. This mortgage debt had to be cleared before the state could sell the land. Hamilton Disston, a wealthy Philadelphian, offered to purchase 4,000,000 acres of land in central and south Florida for twenty-five cents an acre, which in turn alleviated the state’s debt and allowed for new railroad construction.

With the possibility of new settlement and transportation improvements, many large landowners transferred their interests from agriculture to speculative development. One such man was John Constatine Williams, who owned 1,600 acres of land along the Pinellas Peninsula. William and Peter Demens, the owners of the Orange Belt Railroad, orchestrated an arrangement with Williams that would bring their rail line into the area. In 1888, a town site was surveyed and platted at the rail line terminus; this town was named St. Petersburg after the Demens brothers’ birthplace in Russia. Henry Bradley Plant, who incorporated the short line into this rapidly expanding interstate rail system, subsequently purchased the Orange Belt Railroad. The existence of a reliable rail transportation system provided the agricultural community with access to northern markets and brought new settlers and tourists to the area.

¹ Much of the information for the “Historical Context” section was taken from the Roser Park Historic District National Register Nomination, prepared by Janus Research in 1997.
In the early years of the twentieth century, improvements were undertaken in the expanding community of St. Petersburg. In 1904, a streetcar line was opened, streets were paved, and more developers purchased land for resale to prospective settlers. By the mid-1910s, a second railroad arrived and the first major motor vehicle road to the peninsula was completed. Four notable developers, Noel Mitchell, Charles Hall, C.M. Roser, and C. Perry Snell, converged upon St. Petersburg competing for the business of the hundreds of new residents and tourists arriving daily. These men platted numerous subdivisions and made infrastructure improvements in order to entice potential buyers to purchase building lots within their developments. Streets were laid out, trees were planted, streetlights were installed, and water and sewerage were provided to make the property more attractive.

The residential subdivisions of St. Petersburg grew rapidly during the Florida Land Boom of the 1920s. St. Petersburg’s population increased by 36,000 people in five years. Major destination hotels in St. Petersburg, such as the Vinoy (NR 1978) and the Soreno (destroyed 1992), were constructed in the Mediterranean Revival style and sited on the city’s waterfront. These hotels accommodated seasonal visitors and prospective land buyers. During this period, $12 million dollars were spent on road paving. The Municipal Pier opened in 1924, and the Gandy Bridge connecting Tampa to St. Petersburg was completed in 1925. However, by the mid-1920s, the development and construction frenzy of the Land Boom began to show a dramatic decline.

Several factors contributed to the failure of Florida’s real estate market. In the spring of 1925, many investors began to cancel all Florida real estate transactions as they became panicked by news of bogus Florida real estate ventures. The bust was brought on by excessive speculation that drove up the price of land and articles in the northern newspapers warning buyers of the Florida “land shark.” As building activity began to slow, other unfortunate events affected the area. In 1926 and 1928, devastating hurricanes swept through south Florida destroying thousands of buildings and completely halting further development plans in the area. Also, a Mediterranean fruit fly infestation threatened Florida’s profitable citrus industry. These incidents proved to be disastrous for Florida, which entered an economic depression several years before the rest of the country.

With the onset of the Great Depression of the 1930s, the local economy and construction industry further declined. The construction of new buildings declined rapidly, mortgage financing became problematical, and builders were out of work. Banks throughout Florida failed during the first years of the decade, including the Central and National Bank and Trust Company, which had been instrumental in financing real estate growth in St. Petersburg. Fortunately, the semi-tropical climate and the area’s Gulf of Mexico beaches continued to draw tourists to St. Petersburg during the 1930s. Also, financial relief projects undertaken during the administration of President Franklin D. Roosevelt assisted in the economic recovery of the city. Works Progress Administration projects helped boost building activity once again. The programs included housing industry revitalization measures such as insured bank deposits, the refinancing of home mortgages, and the financing of public construction projects.
The 1940s were dominated by the military activity of World War II, which brought over 120,000 military personnel into the Tampa Bay area. During and after World War II, infill housing was prevalent in the neighborhoods that had been platted during the Land Boom of the 1920s. The widespread demand for housing intensified and the city witnessed another building boom. After the end of the war, returning veterans were offered low interest, long term mortgages for the construction of new residences, and new technology and building materials allowed for buildings to be constructed quickly and inexpensively. Although many of St. Petersburg’s neighborhoods were largely built-out, houses and low-rise apartment buildings were constructed on many of the remaining vacant lots at this time. The increase in growth continued on from the 1950s through the 1970s, much of this expansion occurring in the residential neighborhoods outside of the city’s central core. In recent years, residents living within St. Petersburg’s older neighborhoods have made concerted efforts to revitalize the city’s historic areas. This National Register nomination reflects the desire of citizens to recognize and preserve their architectural and historic resources.

COMMUNITY PLANNING AND DEVELOPMENT

The property that presently makes up the North Shore Historic District remained largely uninhabited until the first years of the twentieth century, when several families settled on the land near Coffee Pot Bayou. One of the largest private landowners at this time was Erastus A. Barnard, a businessman from Chicago. Barnard’s land, which encompassed the northwestern portion of the current neighborhood, was initially used for agricultural purposes and was later subdivided for residential construction as the city of St. Petersburg began to grow rapidly. During this same period, the Tison-Turner Company of Savannah, Georgia, also controlled a large portion of the land that extended along the waterfront to Snell Isle.2

As the development of the North Shore got underway, C. Perry Snell, who would become one of the primary developers of the North Shore area, arrived in St. Petersburg. Snell, a pharmacist and drugstore owner from Louisville, Kentucky, had vacationed in St. Petersburg several times with his heiress wife, Lillian Allen. The Snells decided to make the city their place of permanent residence in 1904, and shortly thereafter Snell established the Bay Shore Land Company with F.A. Wood, A.E. Hoxie, and A.C. Lewis. Snell’s new organization quickly platted two large subdivisions south of Coffee Pot Bayou that were the beginnings of St. Petersburg’s landmark North Shore Park and the precursors to the North Shore neighborhood.3

A couple of years later, Snell teamed up with J.C. Hamlett to buy several hundred acres to add to his development. Platted in 1910, Snell and Hamlett’s North Shore Addition and Snell and Hamlett’s Bayview Addition were created from land formerly owned by the St. Petersburg Land and Improvement Company, the

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Tison-Turner Company, and Erastus Barnard. By 1911, Snell owned the major portion of the northeastern portion of the city. At this time, advertisements and articles appeared in the St. Petersburg Times and Evening Independent enticing potential buyers to purchase land in the North Shore area with promises of quality homes and progressive infrastructure such as artesian and soft water systems, sewerage systems, and sidewalks. Additionally, Snell addressed claims from critics that North Shore was too far from the center of the city, by financing a streetcar spur line to Coffee Pot Bayou. A number of residences were constructed in the North Shore area during the 1910s, but significant growth and expansion was yet to come.

As the Land Boom got underway in the 1920s, Snell platted two additions to the North Shore neighborhood including C. Perry Snell’s North Shore Addition in 1920 and Granada Terrace in 1924. Since residential development was rampant throughout St. Petersburg in the 1920s, Snell had to set his subdivisions apart from the others in the city; he did this by creating “residential areas of prestige and beauty.” He landscaped his neighborhoods with palms, magnolias and oak trees. Statuary and other decorative elements, such as tiles, which Snell acquired on buying trips to Europe and Mexico, were placed throughout North Shore. Granada Terrace, which was intended as an exclusive portion of the North Shore neighborhood, featured vine covered pergolas, curvilinear streets, open green spaces, and unobstructed views of Tampa Bay.

During the Land Boom, hundreds of homes were constructed in the North Shore neighborhood. Throughout Florida at this time, Spanish influenced architectural styles were the most popular and were being applied to residential and commercial buildings in the state. Although numerous homes of various styles—including Bungalow, Colonial Revival, and Frame Vernacular—were being constructed in North Shore, Snell promoted the Mediterranean Revival style in the neighborhood and in the city of St. Petersburg. Snell was considered the “Master of Mediterranean Kitsch,” encouraging the construction of the style in Granada Terrace and building structures such as his own extravagant home and golf club on Snell Isle, another of his speculative developments.

Boom time subdivisions such as Snell’s North Shore, as well as large hotels like the Vinoy, greatly affected the growth and development of St. Petersburg in the early 1920s. The physical size of the city expanded in response to increase in population. However, by late-1925, the collapse of the Land Boom was imminent, and even the successful C. Perry Snell was not immune to the effects of the Bust. During 1925, with the decline of the Florida real estate market on the horizon, Snell continued moving forward on his

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4 Mike Dailey, p.6.  
5 Mike Dailey, p.10.  
6 Raymond Arsenault, p. 137.  
8 Ibid.  
9 Mike Dailey, p. 11.  
10 Hap Hatton, pp. 75-76
developments, such as the exclusive Snell Isle and the $750,000 Snell Arcade Building (NR 1982) located in the heart of downtown St. Petersburg. Unfortunately, as Florida entered an economic depression, many of the land buyers in his developments were defaulting on their payments, causing Snell to put out a larger amount of his own capital. As the national Depression immersed the country further in financial turmoil, Snell eventually lost properties such as the Snell Building in foreclosure.  

By the end of the Land Boom era, the majority of the lots in the North Shore neighborhood had been built upon. Nonetheless, homes that had cost $40,000 to build several years before were selling for as little as $7,000 during the Depression. In those hard economic times, some of the larger homes were subdivided in order to create rooming houses or apartments, but overall, the fabric of the neighborhood changed very little during these years. Following World War II and the subsequent increase in population, simple homes, low-rise apartment buildings and small condominium buildings were constructed on many of the remaining lots in the North Shore area.

ARCHITECTURAL SIGNIFICANCE

The North Shore Historic District largely retains the architectural character of its development from the 1910s through the 1940s. The architectural styles reflect the trends and tastes of the first half of the twentieth century; consequently, the elaborate Victorian and Romantic styles of the late nineteenth century are not present in the district. The district possesses a high concentration of Frame Vernacular and bungalows. It also contains other notable buildings constructed in a number of architectural styles, including Frame Vernacular, Masonry Vernacular, Colonial Revival, Mediterranean Revival, Prairie, Tudor Revival, Minimal Traditional, Ranch, Mission, Classical Revival, Art Moderne, Renaissance Revival, Mission, and Monterey. Historic objects found within the district, such as pergolas, do not exhibit an architectural style. This large historic district also features numerous intact garages and garage apartments designed to compliment the main buildings. The majority of the buildings in the district maintain good to excellent integrity. Some buildings were constructed prior to 1920 and others date from the 1930s and 1940s, but the bulk of the buildings were constructed in the Land Boom years of the 1920s. Because of the overall architectural and contextual cohesiveness of the district and the retention of historic features such as the hexagonal sidewalk pavers, granite curbstones, and landscaping, the North Shore Historic District is distinguishable from other neighborhoods within the city of St. Petersburg.

11 Ibid.
12 Raymond Arsenault, p. 255.
13 Mike Dailey, p.11.
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ARCHITECTURAL STYLES

Frame Vernacular

The predominant house style within the North Shore Historic District is Frame Vernacular. These buildings were generally designed and constructed by local builders from readily available materials. The houses are usually rectangular in plan for economical construction. Most of the buildings have horizontal weatherboard siding. The overhanging roof eaves provide shade for the sides of the house and dormers supply additional air circulation. Common features are the hipped or gabled rooflines, roof overhangs with exposed rafter tails, and slat porch balusters. By the 1920s, the Craftsman bungalow began to significantly influence vernacular house designs. As a result, post-1920 Frame Vernacular houses often feature some Craftsman elements such as knee braces, exposed rafter tails, and crossover gabled roofs.

Masonry Vernacular

A number of single family residences and apartment buildings within the district are considered Masonry Vernacular. Similar to the Frame Vernacular houses in the district, Masonry Vernacular houses were inexpensive to construct and simple in design. In most cases, the houses constructed in this style date from the 1920s through the 1940s. They are constructed of brick, hollow tile, or concrete block, often covered with stucco and then painted. The houses are generally rectangular in plan, one to two stories in height, and exhibit little or no ornamentation. Like the Frame Vernacular residences in the district, the Masonry Vernacular houses in the neighborhood often have bungalow or even Prairie style elements. Masonry Vernacular buildings from the 1930s and 1940s show influences of the International and Modernistic styles such as bands scored in the stucco.

Craftsman/Bungalow

Bungalows are among the other prevalent house types in the district. Inspired by construction techniques and aesthetics of the English Arts and Crafts movement, Craftsman architecture was popularized in America primarily by the work of Greene and Greene, brothers and architects from California. During the first three decades of the twentieth century, the Craftsman bungalow became the favored house type throughout the country. Bungalows are typically one or two stories high and feature low-pitched, gabled roofs with wide eaves and exposed roof rafters. Decorative beams or knee braces are commonly added under the gables and tapered square columns support the porches. Exterior materials can vary among weatherboard, shingles, and stucco. Windows often have a three-over-one light configuration, but can also exhibit various multi-light windowpane configurations.
Colonial Revival

The Colonial Revival style embodies the massing and details of the early English and Dutch houses built in America during the seventeenth and eighteenth centuries. Although based primarily on the eighteenth century classical Georgian and Adam styles, the Colonial Revival houses found in the district are an eclectic mixture of several periods without reference to a particular period or formal style. These houses were popular in the United States from the 1910s through the 1930s, with a resurgence during the post-World War II years. Typical features include side-gabled roofs, symmetrical plans, front doors with pediments, transoms, fanlights, and sidelights, and small entrance porches with classically inspired columns. The most recognizable feature of Dutch Colonial Revival residences is the gambrel roof.

Prairie

The Prairie style was developed in Chicago and derived its name from the prairies of the Midwest and its low silhouette. This architectural style is exemplified through a horizontal emphasis and wide projecting eaves. It was developed primarily by architect Frank Lloyd Wright and his followers, who advocated a style that was integrated with the landscape and in harmony with its setting. Massive square piers that serve as porch supports, bands of windows, flat or low-pitched hipped roofs, and wide eaves characterize this style. Simplicity is a characteristic of these buildings, which is often reflected by an emphasis on massing versus decorative details. In this neighborhood, some examples of the style have paired brackets underneath the roof eaves that are not commonly associated with the Prairie style.

Mediterranean Revival

The Mediterranean Revival style is the architectural style most intimately linked with the 1920s Florida Land Boom. The style in Florida has its origin in the desire of early twentieth century architects to create a building style appropriate to the history of the Sun Belt areas of the United States. The style was intended to embody the history and romance of the state’s Spanish heritage, and draw new residents and winter tourists to the picturesque resort area. Sometimes referred to under various subheadings, including Spanish Colonial Revival, the style was influenced by building traditions in Spain and other countries along the Mediterranean Sea, including Italy and France. The style was often applied to domestic buildings in upper or middle class developments of the 1920s. The Mediterranean Revival homes and apartment buildings in the North Shore neighborhood are characterized by an eclectic mix of details such as cast stone columns and plaques, as well as stuccoed wall surfaces, and low-pitched red clay barrel tile roofs. Doors and windows are often arched and balconies are common.
Mission

The Mission style originated in California during the 1880s and 1890s in response to its Spanish heritage and the romantic Franciscan mission churches found along the state’s coastline. In keeping with Florida’s Spanish roots, the Mission style also became popular in the state during the Land Boom years. Generally, Mission houses are simple in design and were inexpensive to build. The district features one- and two-story residences and apartment buildings constructed in the Mission style, which often display flat roofs obscured by a shaped parapet and/or red barrel tile roof overhangs, stucco wall surfaces, and arched openings. Since the defining characteristic of the Mission style is simplicity, some examples are hard to distinguish from masonry vernacular residences.

Classical Revival

Held in Chicago, the World’s Colombian Exposition of 1893 revived an interest in the classical architectural designs of the ancient Greeks and Romans. Throughout the country, buildings inspired by classical precedents were being constructed at this time. The Classical Revival style was often applied to civic or commercial buildings, but it was also found on residences as well. Its occurrence in residential construction dates from c. 1895 to c. 1950. One of the main characteristics of the style includes a full-height entry portico or porch with massive columns. The porch roof, which is supported by classical columns, can be gabled, hipped, or flat. Windows are usually double-hung sash types, and doorways often feature Greek Revival, Georgian, or Adamesque accents.

Monterey

The Monterey style is a modern interpretation of the Anglo-influenced Spanish Colonial houses of northern California. Built from the 1920s through the 1950s, the houses combined Spanish adobe construction with pitched-roof, massed-plan English forms brought to California from the eastern United States. Examples from the early 1920s usually favor Spanish detailing, while those from the 1940s to the 1950s generally reflect American Colonial Revival elements. A common characteristic of the type is a full-width balcony on the second story of the main facade.
Art Moderne

The few examples of Art Moderne architecture in the historic district should be more aptly be called Modernistic, since they lack the elaborate decorative detailing of the Art Deco. Modernistic buildings, including residences, enjoyed a limited popularity in the United States during the 1920s and 1930s. The buildings usually feature smooth stucco wall surfaces, flat roofs with a low parapet or coping at the roof line. Horizontal grooves or lines in walls gave the buildings a horizontal emphasis, and balconies were often bordered with pipe metal balustrades.
MAJOR BIBLIOGRAPHICAL REFERENCES


City of St. Petersburg Planning Department. *St. Petersburg Architectural and Historic Resources*, 1981.


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**CONTINUATION SHEET**

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**PINELLAS COUNTY, FLORIDA**
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<td>1926,1927 Polk's</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Owned and occupied by Pauline Hodgson (widow, 62 b NY) and daughter Marion Hodgson (single, 25, b NY)</td>
<td></td>
<td></td>
<td>$25,000</td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>Home owned and occupied by James E. Harned (60, b IL) and wife Margaret Harned (50, b WI)</td>
<td></td>
<td></td>
<td>$8,000</td>
<td>1940 Census</td>
</tr>
<tr>
<td></td>
<td>1945</td>
<td>Owner Carson</td>
<td>Brown Roofing Co.</td>
<td>Reroof garage</td>
<td>$200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1946</td>
<td>Owner Mrs. Hammond</td>
<td>Contractor: Sherman King</td>
<td>4' addn to W.</td>
<td>$250</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1950</td>
<td>Owner Mrs. May Hammond</td>
<td>Interiorsalterations (new</td>
<td></td>
<td>$800</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1966</td>
<td>Owner Mrs. May Hammond</td>
<td>Contractor: Industrial</td>
<td>Reroof</td>
<td>$175</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1985</td>
<td>Owner McClenathen</td>
<td>Contractor: Tarheel Roofing</td>
<td>Reroof</td>
<td>$720</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1986</td>
<td>Owner Ernest L. Fiedman</td>
<td>Footing and concrete block</td>
<td></td>
<td>$650</td>
<td>Property Card</td>
</tr>
<tr>
<td>706 18th Ave NE</td>
<td>1928</td>
<td>Owner John F. Carson</td>
<td>American Foursquare SFR</td>
<td>2-story brick</td>
<td>$14,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Owner John Carson</td>
<td>John: manufacturer, 59 y/o born KY; living with wife, Nettie Carson (48, born TN) and widowed sister-in-law Eva Perzina (42, born MI)</td>
<td></td>
<td>$25,000</td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1934</td>
<td>Carson</td>
<td>Addition to garage</td>
<td></td>
<td>$100</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1936</td>
<td>Carson</td>
<td>Maynard, Inc.</td>
<td>1-story frame addition (1 room and porch) to res. And reroof</td>
<td>$3,000</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>--------------</td>
<td>----------</td>
<td>----------------------------</td>
<td>------------------------------------------------</td>
<td>-----------------</td>
<td>---------</td>
<td>-----------------</td>
</tr>
<tr>
<td>715 18th Ave NE</td>
<td>1940</td>
<td>No record of John Carson or W. Heagerty in St. Petersburg FL in 1940 Census</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1951-1954</td>
<td>Owner W.H. Heagerty</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1954</td>
<td>Haggerty</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1970-1974</td>
<td>Owner Jerry Bell</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1984</td>
<td>Owner Richard Nelson</td>
<td>Swimming pool and deck</td>
<td></td>
<td>$5,300</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1925</td>
<td>Owner B.L. Armstrong</td>
<td>2-story frame garage bldg., 4 rooms 24 x 36</td>
<td></td>
<td>$3,500</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926-1927</td>
<td>Occupied by Sidney B. Minen</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Benjamin L. Armstrong (59 and retired, born NJ) living in and owning $10,000 house at 33 Granite Street, New London CT with wife Elizabeth HC Armstrong (59, born CT), female single cousin B.D. Huntington (35, born NY) cook Ida Percival (52, born MA) and waitress Mary Fischer (20, born NC)</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>House rented by Eugene M. Binion (32, b AL, department head of a department store), wife Aletha R. Binion (26, b AL), and son Rutland Binion (5, b MS).</td>
<td></td>
<td></td>
<td>$42/month</td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1943</td>
<td>Owner Mrs. E.H. Armstrong</td>
<td>Repair fire damage</td>
<td>$1,100</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1947</td>
<td>H. Skyrn</td>
<td>Range</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1948</td>
<td>Owner Helen A. Skyrn</td>
<td>Reroof</td>
<td>$250</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1956</td>
<td>Helen Skyrn/Skym</td>
<td>2-story porch addition</td>
<td>$800</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1958</td>
<td>Skyrn</td>
<td>Correct violations</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1964</td>
<td>?</td>
<td>Meters for upper and lower apts</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1978</td>
<td>Owner Noel Francis Haney</td>
<td>Remodel, new kitchen, new bath, central A/C, make breezeway, storage wall side</td>
<td>$7,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-----------------</td>
<td>------</td>
<td>-------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
<td>-------</td>
<td>----------------</td>
</tr>
<tr>
<td>725 18th Ave NE</td>
<td></td>
<td></td>
<td></td>
<td>of porch, window in bathroom, and sliding</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>glass from BR to front patio</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1986</td>
<td>Owner Hainy/Haney</td>
<td></td>
<td>Fence/combine meters</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1924</td>
<td>Owner P.M. Murphy</td>
<td></td>
<td>2-story tile res. w/ 8 rms</td>
<td>$8,000</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926-1927</td>
<td>Occupied by Robert J. Mefford</td>
<td></td>
<td></td>
<td></td>
<td>1926, 1927 Polk's</td>
</tr>
<tr>
<td></td>
<td>1927</td>
<td>R.J. Mefford</td>
<td>1-story tile addition, 2 rooms</td>
<td>$1,600</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>RI Mefford living in $30,000 house at 416 Brightwaters Boulevard with wife Harriet and maid Emma McDonald</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td>726 18th Ave NE</td>
<td></td>
<td>Accountant for Industrial Engineering firm, William A. Schick living in and owning $15,000 house at 125 Addington Road, Brookline MA with wife Lotta B. Schick, son George B. Schick, and servant James B. Mayor. Lotta B. Schick Park is now at rear of that parcel.</td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1934</td>
<td>Owner Lotta B. Schick</td>
<td>Variance approved to encroach on front setback.</td>
<td>Glass in front porch and repairs</td>
<td>$400</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1948</td>
<td>Owner Mrs. William Schick</td>
<td>Contractor Cade Allen</td>
<td>Remodel kitchen</td>
<td>$300</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1964</td>
<td>W.A. Schick</td>
<td></td>
<td>Electrical/ A/C</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1974</td>
<td>Owner Shick</td>
<td></td>
<td>Gas upgrades</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1925</td>
<td>American Foursquare SFR</td>
<td>Approx. construction</td>
<td></td>
<td></td>
<td>PCPAO</td>
</tr>
<tr>
<td></td>
<td>1926-1927</td>
<td>Occupied by Sherman McVeigh</td>
<td></td>
<td></td>
<td></td>
<td>1926-7 Polk's</td>
</tr>
<tr>
<td></td>
<td>1933</td>
<td>Owner McVeigh</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1945</td>
<td>Owner McVeigh</td>
<td></td>
<td>Reroof</td>
<td>$170</td>
<td>Property Card</td>
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<tr>
<td></td>
<td>1950</td>
<td>Owner Mrs. M.M. Chamberlain</td>
<td></td>
<td>Install Heating System</td>
<td>$700</td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>-------------</td>
<td>------</td>
<td>------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-------</td>
<td>-----------------</td>
</tr>
<tr>
<td>735 18th Ave NE</td>
<td>1924</td>
<td>Owner P.M. Murphy</td>
<td></td>
<td>Demo existing garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner James Leavengood</td>
<td></td>
<td>Reroof</td>
<td>$4,200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1927</td>
<td>Vacant</td>
<td></td>
<td>Addition of bath to 2nd floor, enclose porch, construct 20x24 frame garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1927</td>
<td>Florida Housecraft, Inc.</td>
<td></td>
<td>Install aluminum siding</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner John Holmes</td>
<td></td>
<td>Slab for glass room enclosure</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1939</td>
<td>Owner John Holmes</td>
<td></td>
<td>2-story residence, 8 rooms</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>Owner Dr. R.R. Purdy</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>Mrs. Clara Tyree</td>
<td></td>
<td>Reface house with permastone</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>Owner Mrs. Frank Tyree</td>
<td></td>
<td>Canopy over front entrance</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>Occupied by Frank Huber</td>
<td></td>
<td>Electrical</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Occupied by Henry D. Wallin</td>
<td></td>
<td>Colonial Revival SFR</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>1926 Polk's</td>
<td></td>
<td>Approx construction date</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>735 18th Ave NE</td>
<td>1926</td>
<td>Owner P.M. Murphy</td>
<td></td>
<td>Demo existing garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner James Leavengood</td>
<td></td>
<td>Reroof</td>
<td>$4,200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Vacant</td>
<td></td>
<td>Addition of bath to 2nd floor, enclose porch, construct 20x24 frame garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Florida Housecraft, Inc.</td>
<td></td>
<td>Install aluminum siding</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner John Holmes</td>
<td></td>
<td>Slab for glass room enclosure</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner John Holmes</td>
<td></td>
<td>2-story residence, 8 rooms</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner Dr. R.R. Purdy</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Mr. Clara Tyree</td>
<td></td>
<td>Reface house with permastone</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner Mrs. Frank Tyree</td>
<td></td>
<td>Canopy over front entrance</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Occupied by Frank Huber</td>
<td></td>
<td>Electrical</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Colonial Revival SFR</td>
<td></td>
<td>Approx construction date</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>735 18th Ave NE</td>
<td>1926</td>
<td>Owner P.M. Murphy</td>
<td></td>
<td>Demo existing garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner James Leavengood</td>
<td></td>
<td>Reroof</td>
<td>$4,200</td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Vacant</td>
<td></td>
<td>Addition of bath to 2nd floor, enclose porch, construct 20x24 frame garage</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Florida Housecraft, Inc.</td>
<td></td>
<td>Install aluminum siding</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner John Holmes</td>
<td></td>
<td>Slab for glass room enclosure</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner John Holmes</td>
<td></td>
<td>2-story residence, 8 rooms</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner Dr. R.R. Purdy</td>
<td></td>
<td>Reroof</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Mr. Clara Tyree</td>
<td></td>
<td>Reface house with permastone</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner Mrs. Frank Tyree</td>
<td></td>
<td>Canopy over front entrance</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Occupied by Frank Huber</td>
<td></td>
<td>Electrical</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Colonial Revival SFR</td>
<td></td>
<td>Approx construction date</td>
<td></td>
<td>Property Card</td>
</tr>
</tbody>
</table>

Notes:
- Owner: Individual or entity owning the property
- Year: Year of the action mentioned
- Address: Address of the property
- Action: Description of the action taken
- Value: Financial value associated with the action
- Source: Source of the information

Sample entries:
- 1969 Owner Anne Bywater: Demo existing garage
- 1972 Owner James Leavengood: Reroof
- 1973 Owner James Leavengood: Addition of bath to 2nd floor, enclose porch, construct 20x24 frame garage
- 1973 Owner James Leavengood: Install aluminum siding
- 1973 Owner James Leavengood: Slab for glass room enclosure
- 1973 Owner James Leavengood: 2-story residence, 8 rooms
- 1986 Owner John Holmes: Florida Housecraft, Inc. Install aluminum siding
- 1990 Owner Dr. R.R. Purdy: Mr. Clara Tyree, widowed mother
- 1990 Owner Mrs. Frank Tyree: House owned and occupied by Clara B. Tyree, 65 y/o widow born WV and Melissa Bardisk, 92 y/o
- 1940 Owner Dr. R.R. Purdy: Canopy over front entrance
<table>
<thead>
<tr>
<th>Address</th>
<th>Year</th>
<th>Owner</th>
<th>Notes</th>
<th>Action</th>
<th>Value</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1927</td>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1927 Polk's</td>
</tr>
<tr>
<td>1930</td>
<td>No Dr. F.J. Burns in 1930 Census</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1930</td>
<td>Property owned and occupied by Henry D. Wallin (41, b GA, automobile agent and dealer), wife Pearl D. Wallin (42, b OH), and daughter Virginia E. Wallin (10, b TN)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1930 Census</td>
</tr>
<tr>
<td>1940</td>
<td>House rented by insurance company office manager Evelyn R. Arnold (38 y/o widow, b IL), and mother Elizabeth Erickson (63 y/o widow, b Sweden), both of whom had lived in Birmingham in 1935</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1940 Census</td>
</tr>
<tr>
<td>1952</td>
<td>Owner Dr. FJ Burns</td>
<td>a/c</td>
<td>Bedroom addn to side, 8x14</td>
<td>$1,300</td>
<td></td>
<td>Property Card</td>
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<tr>
<td>1959</td>
<td>Owner Dr. FJ Burns</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1970</td>
<td>Owner Robert T. Pittman</td>
<td>Reroof</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1975</td>
<td>Owner Robert T. Pittman</td>
<td>Pool enclosure, addn of 16.5x14.5 family room and switch location of kitchen and dining room; 400 sq ft wood deck</td>
<td>$9,500</td>
<td></td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>1976</td>
<td>Pittman</td>
<td>Swimming pool</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1985</td>
<td>Rear yard encroachment</td>
<td>Room addition and screen pool closure</td>
<td></td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1926</td>
<td>Owner C.W. Sensenbauch</td>
<td>W.D. Berry Contractor</td>
<td>2-story block residence, 8 rooms</td>
<td>$15,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>1926</td>
<td>W.D. Berry Contractor</td>
<td>1-story cement tile garage, 2 cars/1 room</td>
<td>$2,000</td>
<td></td>
<td>Property Card</td>
<td></td>
</tr>
<tr>
<td>1930</td>
<td>Sensenbaugh in St. Petersburg, per 1930 Census.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1935</td>
<td>Sensenbaugh</td>
<td>2-story, 2 room addition</td>
<td></td>
<td>$1,200</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>----------------------</td>
<td>-----------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>-------</td>
<td>------------</td>
</tr>
<tr>
<td>746 18th Ave NE</td>
<td>1924</td>
<td>Owner P.M. Murphy</td>
<td>Construction of 2-story tile residence, 33x46, 8 rooms. Construction garage</td>
<td>$8,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1925</td>
<td>Owner F.J. Burns</td>
<td>Water heater</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926-7</td>
<td>Occupied by F. Joseph Burns</td>
<td></td>
<td></td>
<td></td>
<td>1926, 1927 Polk's</td>
</tr>
<tr>
<td></td>
<td>1926</td>
<td>Owner F.J. Burns</td>
<td>2nd Story 2-room block addition over garage</td>
<td>$2,000</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Dr. F.J. Burns not found in 1930 Census</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>House owned and occupied by Real Estate Broker F.J. Burns (42, b Erie PA), wife Marie Burns (41, b NY), and son F.J. Burns, Jr (13, b. NJ), all of whom lived in same place in 1935. Value $14,000</td>
<td></td>
<td>1940 Census</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1946</td>
<td>Owner F.J. Burns</td>
<td>&quot;install small washroom 4x4 consisting of toilet &amp; lavatory (ground floor) for use of</td>
<td>$300</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td>Address</td>
<td>Year</td>
<td>Owner</td>
<td>Notes</td>
<td>Action</td>
<td>Value</td>
<td>Source</td>
</tr>
<tr>
<td>---------------</td>
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<td>-------------------</td>
<td>------------------------------------------------</td>
<td>-------------------</td>
<td>--------</td>
<td>-----------------</td>
</tr>
<tr>
<td>756 18th Ave NE</td>
<td>1925</td>
<td>Charles F. Walker or Charles Walker Hayes</td>
<td>American Foursquare SFR and garage</td>
<td>Approx Construction</td>
<td></td>
<td>PCPAO</td>
</tr>
<tr>
<td></td>
<td>1925</td>
<td>Owner Allen</td>
<td></td>
<td>Power</td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1926-7</td>
<td>Occupied by Charles F. Walker</td>
<td></td>
<td></td>
<td></td>
<td>1926, 1927 Polk’s</td>
</tr>
<tr>
<td></td>
<td>1930</td>
<td>Owner and occupied by Charles F. Walker (64, b NY) and wife Sarah B. Walker (65, b NY)</td>
<td></td>
<td></td>
<td>$20,000</td>
<td>1930 Census</td>
</tr>
<tr>
<td></td>
<td>1940</td>
<td>House vacant. Resident Charles Walker &quot;gone north)&quot;</td>
<td></td>
<td></td>
<td></td>
<td>1940 Census</td>
</tr>
<tr>
<td></td>
<td>1967</td>
<td>Owner AL Price</td>
<td>Water Heater</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1975</td>
<td>Owner AL or AW Price</td>
<td>Reroof</td>
<td></td>
<td></td>
<td>Property Card</td>
</tr>
<tr>
<td></td>
<td>1988</td>
<td>Owner M. Tash</td>
<td>Pool</td>
<td></td>
<td>$11,000</td>
<td>Property Card</td>
</tr>
</tbody>
</table>
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly’s Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. (City File No.: 16-33000018)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for March 16, 2017

The Request: The request is to vacate an ingress egress easement located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. The subject ingress/egress easement was dedicated to the City in 1994 by the owners (Our Lord Ukranian Catholic Church) for ingress, egress and turnaround to and from a dead end alley created by the vacation of 200-feet of an east west alley within the block. Utilities serving the Church property were also allowed to transverse the easement. The alley utilizing the turnaround was subsequently vacated in 1999.

There is also an existing 16-foot public utility easement (OR Book 8545 Pg 1365) and a 20-foot public utility easement (OR 8698 P 944) which overlap the center portion of the ingress/egress easement proposed for vacation. The 16-foot and 20-foot public utility easements are to remain.

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

Agency Review: The application was routed to the standard list of City Departments and Utility providers. TECO/Peoples Gas indicated that they have facilities within this easement. An associated special condition of approval has been added at the end of this report.
Public Comments: No comments were received from the public in response to this application.

DRC Action/Public Comments: On February 2, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends APPROVAL of the ingress/egress easement vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which are to remain and which underlie the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner's expense, or provide TECO/Peoples Gas with a private easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.

Attachments: Parcel Map, Aerial, Ordinance, DRC Report
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF AN INGRESS/EGRESS EASEMENT DEDICATED AS SHOWN IN OR BOOK 8698, PAGES 947-949, LOCATED WITHIN LOT 9 OF JOHN ALEX KELLY PINE HILL SUBDIVISION AND LOT 9 OF JOHN ALEX KELLY'S GEORGIAN TERRACE, GENERALLY LOCATED WITHIN THE BLOCK BETWEEN 90TH AVENUE NORTH AND 91ST AVENUE NORTH BETWEEN 4TH STREET NORTH AND 5TH STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 2, 2017 (City File No. 16-33000018):

Legal Description: Attached Exhibit “A”.

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

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

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which are to remain and which underlie the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner’s expense, or provide TECO/Peoples Gas with a private easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.

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

LEGAL: [Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT: [Signature]
A PORTION OF THE EAST 36 FEET OF THE NORTH 27.5 FEET OF LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AS RECORDED IN PLAT BOOK 9, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF 16 FOOT WIDE ALLEY (VACATION PROPOSED) LYING BETWEEN THE NORTH BOUNDARY LINE OF SAID LOT 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AND THE SOUTH BOUNDARY LINE OF A PORTION OF LOTS 8 AND 9, ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S PINE-HILLS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH THE EAST 26 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 9, AND A PORTION OF THE WEST 10 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 8, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S PINE-HILLS SUBDIVISION. ALL LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, RUN THENCE SOUtherLY 9.07 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE WESTERLY, 31 FEET; THENCE NORTHERLY 71 FEET; THENCE EASTERLY 31 FEET; THENCE SOUTHERLY 13.43 FEET; THENCE DEFLECTING 45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY, 25.07 FEET TO THE POINT OF BEGINNING.

Exhibit "A"
Page 1 of 2
Exhibit "A"
Page 2 of 2
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000018

REQUEST: Approval of a vacation of an ingress/egress easement dedicated as shown in OR Book 8698, Pages 947-949, located within Lot 9 of John Alex Kelly Pine Hill Subdivision and Lot 9 of John Alex Kelly's Georgian Terrace, generally located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North.

OWNER: S & L Properties St. Petersburg
2651 Kirkling Court
Portage, Wisconsin 53901

OWNER: St. Josaphat's Ukranian Catholic Diocese
434 90th Avenue North
Saint Petersburg, Florida 33702-3142

AGENT: Chris McGuire
McCon Building Corporation
1059 Circle Drive
Highland, Wisconsin 53543

ADDRESS: 450 91st Avenue North; 19-30-17-69354-000-0090
477 90th Avenue North; 19-30-17-30690-000-0090

LEGAL DESCRIPTION: On File
ZONING: Neighborhood Suburban Multi-Family (NSM-1) and Neighborhood Suburban (NS-1)

DISCUSSION AND RECOMMENDATION:

Request The request is to vacate an ingress egress easement located within the block between 90th Avenue North and 91st Avenue North between 4th Street North and 5th Street North. The subject ingress/egress easement was dedicated to the City in 1994 by the owners (Our Lord Ukranian Catholic Church) for ingress, egress and turnaround to and from a dead end alley created by the vacation of 200-feet of an east west alley within the block. Utilities serving the Church property were also allowed to transverse the easement. The alley utilizing the turnaround was subsequently vacated in 1999.

There is also an existing 16-foot public utility easement (OR Book 8545 Pg 1365) and a 20-foot public utility easement (OR 8698 P 944) which overlap the center portion of the ingress/egress easement proposed for vacation. The 16-foot and 20-foot public utility easements are to remain.

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

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

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

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

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

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

The application was routed to the standard list of City Departments and private utility providers. TECO/Peoples gas indicated that they have facilities within the easement to be vacated. An associated special condition of approval is suggested at the end of this report.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.
The vacation of the subject ingress/egress easement will not affect access to any lot of record. The ingress/egress easement and turnaround was at the terminus of an east/west alley to the east, which was vacated in 1999, so the turnaround is not serving its intended purpose.

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

The vacation of the subject ingress/egress easement will not affect the existing roadway network. Alleys within the block have previously been vacated and the surrounding properties consolidated.

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

The easement is not needed for the purpose for which the City has a legal interest.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

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

C. Adopted Neighborhood or Special Area Plans

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public The application was routed to the standard list of City Departments and Utility providers. TECO/Peoples Gas indicated that they have facilities within this easement. An associated special condition of approval has been added at the end of this report.

RECOMMENDATION. Staff recommends APPROVAL of the proposed ingress/egress easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, if the facilities are not already protected by the existing 16-foot and 20-foot east/west public utility easements which overlay the ingress/egress easement, the applicant shall work with TECO/Peoples Gas to obtain a letter of no objection to the proposed vacation, or relocate any facilities within the area of the ingress/egress easement not protected by a utility easement at the owner's expense, or provide TECO/Peoples Gas with a private easement for their facilities. In either case a written letter of no objection from TECO/Peoples Gas is required.
REPORT PREPARED BY:

[Signature]

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

REPORT APPROVED BY:

[Signature]

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

Attachments: A – Parcel Map, B – Aerial Map, Exhibit “A” – Sketch and Legal Description
A PORTION OF THE EAST 36 FEET OF THE NORTH 27.5 FEET OF LOT 9,
ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AS
RECORDED IN PLAT BOOK 9, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;
TOGETHER WITH THAT PORTION OF 16 FOOT WIDE ALLEY (VACATION
PROPOSED) LYING BETWEEN THE NORTH BOUNDARY LINE OF SAID LOT 9,
ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AND
THE SOUTH BOUNDARY LINE OF A PORTION OF LOTS 8 AND 9, ACCORDING TO THE
MAP OR PLAT OF JOHN ALEX KELLY’S PINE—HILLS SUBDIVISION, AS RECORDED IN
PLAT BOOK 8, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;
TOGETHER WITH THE EAST 26 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 9,
AND A PORTION OF THE WEST 10 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 8,
ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S PINE—HILLS
SUBDIVISION. ALL LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, ACCORDING TO SAID MAP
OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, RUN THENCE SOUTHERLY
9.07 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9; THENCE DEFLECTING
45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY 13.43 FEET;
THENCE WESTERLY, 31 FEET; THENCE NORTHERLY 71 FEET; THENCE EASTERLY 31
FEET; THENCE SOUTHERLY 13.43 FEET; THENCE DEFLECTING 45 DEGREES,
SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY, 25.07 FEET TO THE POINT OF
BEGINNING.

Exhibit "A"
Page 1 of 2
INGRESS / EGRESS EASEMENT
OFFICIAL RECORDS BOOK 8698, PAGE 947–949

A PORTION OF THE EAST 36 FEET OF THE NORTH 27.5 FEET OF LOT 9,
ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AS
RECORDED IN PLAT BOOK 9, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY,
FLORIDA; TOGETHER WITH THAT PORTION OF 16 FOOT WIDE ALLEY (VACATION
PROPOSED) LYING BETWEEN THE NORTH BOUNDARY LINE OF SAID LOT 9,
ACCORDING TO THE MAP OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, AND
THE SOUTH BOUNDARY LINE OF A PORTION OF LOTS 8 AND 9, ACCORDING TO THE
MAP OR PLAT OF JOHN ALEX KELLY’S PINE—HILLS SUBDIVISION, AS RECORDED IN
PLAT BOOK 8, PAGE 27, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;
TOGETHER WITH THE EAST 26 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 9,
AND A PORTION OF THE WEST 10 FEET OF THE SOUTH 27.5 FEET OF SAID LOT 8,
ACCORDING TO SAID MAP OR PLAT OF JOHN ALEX KELLY’S PINE—HILLS
SUBDIVISION. ALL LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, ACCORDING TO SAID MAP
OR PLAT OF JOHN ALEX KELLY’S GEORGIAN TERRACE, RUN THENCE SOUTHERLY
9.07 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9; THENCE DEFLECTING
45 DEGREES, SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY 13.43 FEET;
THENCE WESTERLY, 31 FEET; THENCE NORTHERLY 71 FEET; THENCE EASTERLY 31
FEET; THENCE SOUTHERLY 13.43 FEET; THENCE DEFLECTING 45 DEGREES,
SOUTHEASTERLY, 7.07 FEET; THENCE SOUTHERLY, 25.07 FEET TO THE POINT OF
BEGINNING.

Exhibit "A"
Page 2 of 2

SEE SHEET 1 FOR LEGAL DESCRIPTION

Boggs Surveying Inc.
P.O. Box 1450
New Port Richey, Florida 34656
Phone (727) 818-0025
Certificate of Authorization LB 8087
State of Florida

PROJECT NAME:
CULVER’S
ST. PETERSBURG

PINELLAS COUNTY, STATE OF FLORIDA
SEC 19, TWN 30 S, RNG 17 E

STATE OF FLORIDA
LICENSE NUMBER LS-6069

DENNIS R. BOGGS, PSM
DATE: 1/24/2017
PAGE 2 OF 2
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South. (City File No.: 16-33000022)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for March 16, 2017

The Request: The request is to vacate a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South. This pedestrian and bicycle easement was dedicated by the plat of Coast Central Replat, and required as a condition of the vacation of right-of-way of a 40-foot portion of 6th Avenue South, which is now included in the subject parcel (Exhibit C). The easement that was dedicated does not cover the area of the easternmost portion of the City's bicycle and pedestrian trail, which is a part of the Pinellas Trail system.

The area of the right-of-way proposed for vacation is depicted on the attached maps and Sketch and Legal Description. The applicant's goal is to consolidate the property for redevelopment, while relocating a portion of the trail to the south on the subject property and within the easement to remain. The applicant has committed to provide an additional easement located to the west of the existing easement.

This proposed new easement has been reviewed by the City's Transportation and Engineering Departments and they have no objection to the proposed vacation of a portion of the easement.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.
Agency Review and Public Comments: The application was routed to City Departments and outside utility providers and no objections were received. No phone calls were received from the public in response to this request.

DRC Action/Public Comments: On February 2, 2017, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION: The Administration recommends APPROVAL of the public pedestrian and bicycle easement vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement to the west of the existing easement as described in Exhibit "B" of the February 2, 2017 DRC staff report.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant.

Attachments: Parcel Map, Aerial, Ordinance, DRC Report
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000022
Address: 6th Avenue South at Dr. Martin Luther King Jr Street South
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 7-FOOT PORTION OF A 20-FOOT WIDE PUBLIC PEDESTRIAN AND BICYCLE EASEMENT NORTH OF 6TH AVENUE SOUTH AS DEDICATED BY THE PLAT OF LOT 1 OF COAST CENTRAL REPLAT, LOCATED NORTHWEST OF THE INTERSECTION OF DR. MARTIN LUTHER KING JR. STREET SOUTH AND 6TH AVENUE SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 2, 2017 (City File No. 16-33000022):

Legal Description: Attached Exhibit “A”

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

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

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement to the west of the existing easement as described in Exhibit “B”.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant.

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

LEGAL:  

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE EAST BOUNDARY THEREOF AND THE WEST RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. STREET SOUTH N 00° 00' 02" E, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 58' 12" W, A DISTANCE OF 124.53 FEET; THENCE N 00° 01' 48" E, A DISTANCE OF 7.00 FEET; THENCE N 89° 58' 12" E, A DISTANCE OF 124.53 FEET TO THE SAID EAST BOUNDARY AND WEST RIGHT-OF-WAY LINE; THENCE S 00° 00' 02" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 873 SQUARE FEET, MORE OR LESS

Exhibit "A"
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE SOUTH BOUNDARY THEREOF AND THE NORTH RIGHT-OF-WAY LINE OF 6TH AVENUE SOUTH S 89' 58' 12" W, A DISTANCE OF 169.97 FEET TO THE POINT OF BEGINNING; THENCE S 89' 58' 12" W, CONTINUING ALONG SAID SOUTH BOUNDARY AND NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 51.00 FEET AND A CHORD WHICH BEARS N 69' 32' 59" E, A DISTANCE OF 20.28 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 20.42 TO THE BEGINNING OF A NON-TANGENTIAL REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 78.89 FEET AND A CHORD WHICH BEARS N 74' 01' 31" E, A DISTANCE OF 43.40 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.97 FEET TO THE END OF SAID CURVE; THENCE N 89' 58' 12" E, A DISTANCE OF 11.39 FEET; THENCE S 44' 57' 41" W, A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 722 SQUARE FEET, MORE OR LESS

Exhibit "B"
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on February 1, 2017 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000022
PLAT SHEET: G-3

REQUEST: Approval of a vacation of a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South.

OWNER: St. Petersburg Apartments, LLC
477 South Rosemary Avenue #301
West Palm Beach, Florida 33401-5758

OWNER: 5th Avenue Residences, LLC
PO Box 4189
Clearwater, Florida 33758-4189

AGENT: Luis Serna
CGA Solutions
13535 Feather Sound Drive
Clearwater, Florida 33762

ADDRESSES and PARCEL ID NOS.: 555 Dr. Martin Luther King Jr Street South; 24-31-16-16871-001-0010
None; 24-31-16-16871-001-0013

LEGAL DESCRIPTION: On File
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 7-foot portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South. This pedestrian and bicycle easement was dedicated by the plat of Coast Central Replat, and required as a condition of the vacation of right-of-way of a 40-foot portion of 6th Avenue South, which is now included in the subject parcel (Exhibit C). The easement that was dedicated does not cover the area of the easternmost portion of the City's bicycle and pedestrian trail, which is a part of the Pinellas Trail system.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Sketch and Legal (Exhibit "A") The applicant's goal is to consolidate the property for redevelopment, while relocating a portion of the trail to the south on the subject property and within the easement to remain. The applicant has committed to provide an additional easement located to the west of the existing easement (Attachment D).

This proposed new easement has been reviewed by the City's Transportation and Engineering Departments and they have no objection to the proposed vacation of a portion of the easement.

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

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

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

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

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

   This case involves the vacation of a pedestrian and bicycle easement. In addition, all utility providers have indicated no objection to the vacation.

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

   The vacation of the pedestrian and bicycle easement will have no effect on access to any lot of record.
3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation of the pedestrian and bicycle easement will have no effect on the existing roadway network.

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

The portion of the easement being vacated is not needed for the purpose for which the City has a legal interest. The newly dedicated easement will protect the existing and reconstructed portions of the bicycle and pedestrian trail which will now be wholly within an easement.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

Policies regarding bicycle and pedestrian access in the Comprehensive plan are included below.

Transportation Element Policy T13.4 The City shall require development to provide, where appropriate, facilities that support alternative modes of transportation. These facilities shall include bus stops, bus shelters, bus turn-outs, sidewalks, wheelchair ramps, crosswalks, bicycle racks and bicycle lockers.

This application is in support of this policy.

Transportation Element Objective T15: The City shall encourage and increase bicycle and pedestrian travel throughout the City of St. Petersburg for commuting to work and school as well as for recreation.

This application is in support of this objective.

Transportation Element Policy T15.15 The City shall require a minimum width of ten (10) feet for the construction of dual-use bicycle/pedestrian facilities.

This application is in support of this policy.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Intown Activity Center and Campbell Park Neighborhood Association. There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.
Comments from Agencies and the Public: The application was routed to City Departments and outside utility providers and no objections were received.

RECOMMENDATION. Staff recommends APPROVAL of the proposed Bicycle and Pedestrian Easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall dedicate a new easement to the west of the existing easement as described in Exhibit “B”.

2. Comply with the conditions in the Engineering Memorandum dated January 20, 2017 prior to a Certificate of Occupancy. All work required to relocate the trail shall be at the sole expense of the applicant. (Exhibit F)

REPORT PREPARED BY:

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

DATE
1/25/17

REPORT APPROVED BY:

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

DATE
1-25-17

Attachments: A – Parcel Map, B – Aerial Map, C – Existing and Proposed Trail Location, D – Proposed Trail Dedication, E – Applicant’s Application and Narrative, Attachment F – Engineering Memorandum dated January 20, 2017, Exhibit “A” – Sketch and Legal Description of the portion of the Pedestrian and Bicycle Easement to be vacated
Location of proposed new easement

20 foot easement of which the north 7-feet is proposed for vacation

Attachment C
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000022
Address: 6th Avenue South at Dr. Martin Luther King Jr Street South
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 1 OF COAST CAPITAL REPLAT AS RECORDED IN PLAT BOOK 135, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND PROCEED ALONG THE SOUTH BOUNDARY THEREOF AND THE NORTH RIGHT-OF-WAY LINE OF 6TH AVENUE SOUTH S 89° 58' 12" W, A DISTANCE OF 169.97 FEET TO THE POINT OF BEGINNING; THENCE S 89° 58' 12" W, CONTINUING ALONG SAID SOUTH BOUNDARY AND NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 53.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 51.00 FEET AND A CHORD WHICH BEARS N 69° 32' 59" E, A DISTANCE OF 20.28 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 20.42 TO THE BEGINNING OF A NON-TANGENTIAL Reverse CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 78.89 FEET AND A CHORD WHICH BEARS N 74° 01' 31" E, A DISTANCE OF 43.40 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.97 FEET TO THE END OF SAID CURVE; THENCE N 89° 58' 12" E, A DISTANCE OF 11.39 FEET; THENCE S 44° 57' 41" W, A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 722 SQUARE FEET, MORE OR LESS

Aaron J. Murry, P.E.M.
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

Date 1/11/17
December 7, 2016

City of St Petersburg  
Planning and Zoning  
PO Box 2842  
St Petersburg, FL 33731

RE: Vacation and Re-description of 20’ Bike and Pedestrian Easement

Planning and Zoning Staff:

Please accept this application to vacate the current 20’ bike and pedestrian easement (PB 135 Pgs 51-53) which is adjacent to our approved 132 unit multi-family apartment community. During our pre-application meeting, we agreed to relocate the trail to the South and grant a new 10’ bike and pedestrian easement over the new trail location area. A sketch and legal of the proposed easement location and current easement location have been provided which our application. We have agreed that if we are able to gain site control of the adjacent property to the South of 6th Avenue South driveway connection, we will re-locate the trail to that area at our expense. The following details have been added to our engineering site plan in addition to the above commitment if we are able to gain site control of the adjacent property.

- Owner will be responsible for the cost of design, construction, and any permits required to relocate the segment of trail to the other side of the property
- 20’ bike/pedestrian easement will be moved to the new trail alignment at that time
- Trail will be constructed to AASHTO bike guide standards
- The programmed reconstruction of the 9th Street bridge will likely include a new trail under the bridge on the north side of the creek with the intention of connecting to this section of trail
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: January 20, 2017
SUBJECT: Right of way - Vacation
FILE: 16-33000022

LOCATION: 555 Dr. Martin Luther King Jr. Street South
AND PIN: 24/31/16/16871/001/0013
ATLAS: G-3
PROJECT: Easement - Vacation
REQUEST: Approval of a vacation of a 7-foot wide portion of a 20-foot wide public pedestrian and bicycle easement north of 6th Avenue South as dedicated by the plat of Lot 1 of Coast Central Replat, located northwest of the intersection of Dr. Martin Luther King Jr. Street South and 6th Avenue South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request with the following comments/conditions:

1. The applicant has demonstrated that the remaining portions of the Public Bicycle and Pedestrian Easement, and the existing 4-foot wide Access and Egress easement (both per Coast Capital Replat, OR BK 135, PG 53), together with dedication of the additional Bicycle Easement (legal description and sketch included as part of the vacation submittal), can accommodate the required 4-foot wide clear zone on the south edge of the trail, the minimum 10-foot wide trail, and the minimum 2-foot wide clear zone along the north edge of the trail. As a condition of this vacation request, the applicant must relocate the Trail and required clear zones adjacent to the trail as necessary to be contained entirely within the remaining and proposed trail easement areas. All necessary work shall be designed, permitted, and constructed by and at the sole expense of the applicant prior to Engineering departmental release of any project Certificate of Occupancy.

2. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public 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.

3. It is noted that the existing easement for the Trail is called a “Bicycle and Pedestrian Easement” but the legal description and sketch provided for the additional easement to be dedicated for the realigned trail is called a “Bicycle Access Easement”. Engineering recommends that City Legal and City Real Estate verify that the new easement is properly labeled as appropriate to allow trail construction, trail maintenance, and public use of the easement area for pedestrian and bicycle purposes.
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 10, 2017

COUNCIL DATE: February 16, 2017 deferred to March 2, 2017

RE: Resolution Opposing Legislation that would Abolish Visit Florida

ACTION DESIRED:

Respectfully requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Visit Florida.

Charlie Gerdes
Council Member
A RESOLUTION OPPOSING PROPOSED LEGISLATION WHICH WOULD ABOLISH VISIT FLORIDA OR SUBSTANTIALLY DECREASE FUNDING TO VISIT FLORIDA; URGING THE PINELLAS COUNTY DELEGATION TO OPPOSE LEGISLATION WHICH WOULD ABOLISH VISIT FLORIDA OR SUBSTANTIALLY DECREASE FUNDING TO VISIT FLORIDA; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (the “City”) is committed to creating, fostering and maximizing economic opportunities for entrepreneurship and employment for all of its residents; and

WHEREAS, the City actively participates in and holds a voting seat on the Pinellas County Tourist Development Council pursuant to Section 125.0104, Florida Statutes (the “TDC”); and,

WHEREAS, the Pinellas County TDC is responsible for the stewardship and prudent investment of the Tourist Development Tax funds collected in Pinellas County pursuant to Section 125.0104, Florida Statutes; and

WHEREAS, the tourism industry in Pinellas County had an economic impact in excess of $9 Billion in 2016, and is responsible for the employment of over 10,000 county residents, many of whom are citizens of the City of St. Petersburg, and;

WHEREAS, the Florida House of Representatives has initiated and passed through the House Careers & Competition Subcommittee PCB CCS-17-01 that would abolish Visit Florida, Inc. (“Visit Florida”); and

WHEREAS, Visit Florida is the state level direct-support organization of the Florida Commission on Tourism which was established by Section 288.1226, Florida Statutes, to manage and make expenditures for the operation of the activities, services, functions and programs of the State of Florida which relate to statewide, national and international promotion of marketing and tourism; and,

WHEREAS, each of the fifty (50) states in the U.S. have established and fund taxpayer money to promote, nurture and grow tourism in the respective state for the very purpose of economic benefit and development in their own state, thereby creating a competitive marketplace to attract visitors, vacationers, business conferences and conventions; and,
WHEREAS, in order to carry out its statutory purpose, Visit Florida works closely with a statewide network of tourism development partners, including the Pinellas County TDC, and with private for-profit tourism based enterprises in cooperative advertising and promotion activities to promote tourism to the State of Florida through participation in domestic and international travel trade and consumer shows, as well as media missions to the top global visitor markets; and,

WHEREAS, the Office of Economic and Demographic Research has reported a 3.2 return on investment on the tourism promotional and advertising administered by Visit Florida; and

WHEREAS, Visit Florida is a critical and essential partner and resource to the efforts and success of the Pinellas County TDC and its mission to support, nurture and grow the tourism enterprise throughout Pinellas County, including the City of St. Petersburg; and

WHEREAS, the proposed termination and abolishment of Visit Florida and its programs or the proposed substantial decrease in funding to Visit Florida would severely affect the success of the Pinellas County TDC and thereby diminish and decrease the economic and employment futures and sustainability of the residents of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to strongly oppose the advancement and passage of PCB CCS 17-01 or any other similar legislation which would abolish Visit Florida or substantially decrease funding to Visit Florida.

BE IT FURTHER RESOLVED that City Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
TO: Members of City Council

DATE: February 10, 2017

COUNCIL DATE: February 16, 2017 - deferred to March 2, 2017

RE: Resolution Opposing Legislation that would Abolish Enterprise Florida

ACTION DESIRED:

Respectfully requesting the City Attorney draft and present a resolution opposing any legislation that would abolish Enterprise Florida.

Charlie Gerdes
Council Member
WHEREAS, the City of St. Petersburg (the “City”) is committed to creating, fostering and maximizing economic opportunities for entrepreneurship and employment for all of its residents; and

WHEREAS, the City has collaborated with the St. Petersburg Chamber of Commerce (the “Chamber”) in a public-private partnership to fund and establish the St. Petersburg Area Economic Development Corporation to support, nurture and grow existing businesses, large and small, and to identify, solicit and attract new business employment opportunities for location in the City; and

WHEREAS, the City and the Chamber have mutually invested capital and intellectual resources in the “Grow Smart” plan as the mission strategy for the St. Petersburg Area Economic Development Corporation to identify, solicit and attract certain targeted industry employers to the City compatible with and complimentary to the existing business culture, resources and skill sets existing and developing in the City; and

WHEREAS, forty (40) of the fifty (50) states in the United States (including Florida) have legislatively adopted and funded Job Creation Incentives, including tax abatement and other financial incentives, to spur economic and employment growth intended to achieve long term economic sustainability for their citizens and communities (http://www.ncsl.org/research/financial-services-and-commerce/job-creation-tax-credits.aspx); and,

WHEREAS, the widespread establishment of Job Creation Incentives in the United States marketplace for the attraction, retention and development of existing and relocating businesses and entrepreneurial activity makes it apparent that the free market has determined such incentives are necessary and effective to compete for the capture and retention of business activity beneficial to the States; and,

WHEREAS, the Florida House of Representatives has initiated and passed through the House Careers & Competition Subcommittee PCB CCS-17-01 that would abolish Enterprise Florida, Inc. (“Enterprise Florida”); and
WHEREAS, Enterprise Florida is the state level public-private partnership which was established by Section 288.901, Florida Statutes, to do as follows, among other things:

(a) Market the state both as a pro-business location for new investment and as an unparalleled tourist destination;
(b) Promote opportunities for minority-owned businesses;
(c) Assist and market professional and amateur sport teams and sporting events in Florida; and
(d) Assist, promote, and enhance economic opportunities in Florida’s rural and urban communities; and

WHEREAS, in order to carry out its statutory purpose, Enterprise Florida works closely with a statewide network of economic development partners, including the St. Petersburg Area Economic Development Corporation, to recruit new business to the state, works to retain and expand existing industry and businesses, supports small and minority businesses through its capital programs, and markets and promotes Florida as a premier business destination (https://www.enterpriseflorida.com/about-efi/); and

WHEREAS, the Office of Economic and Demographic Research has reported a 4.4 return on investment on the Qualified Target Industry Incentives program administered by Enterprise Florida; and

WHEREAS, the Qualified Target Industry Incentives are contingent upon the actual performance of promised job creation and economic activity so that the government is not picking winners and losers because only those business that perform on their own merit can obtain the benefits of the incentives; and,

WHEREAS, Enterprise Florida is a critical and essential partner and resource to the efforts and success of the St. Petersburg Area Economic Development Corporation and its mission to support, nurture and grow existing businesses, large and small, and to identify, solicit and attract new business employment opportunities for location in the City; and

WHEREAS, the proposed termination and abolishment of Enterprise Florida and its programs would severely constrain and diminish the success of the St. Petersburg Area Economic Development Corporation and thereby constrain and diminish the economic and employment futures and sustainability of the residents of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to strongly oppose the advancement and passage of PCB CCS 17-01 or any other similar legislation which would abolish Enterprise Florida.

BE IT FURTHER RESOLVED that City Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.
This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

Jim Wallace
City Attorney (designee)
TO: Members of City Council

DATE: February 21, 2017

COUNCIL DATE: March 2, 2017

RE: Tangerine Plaza

ACTION DESIRED:

Respectfully requesting Administration provide a report to City Council on the status of Tangerine Plaza.

Ed Montanari
Council Member, District 3
TO:         Members of City Council

DATE:       February 21, 2017

COUNCIL DATE: March 2, 2017

RE:         Manhattan Casino

ACTION DESIRED:

Respectfully requesting Administration provide a report to City Council on the status of the Manhattan Casino.

Ed Montanari
Council Member, District 3
TO:  Members of City Council

DATE:  February 21, 2017

COUNCIL DATE:  March 2, 2017

RE:  Resolution to oppose or support certain legislation amending section 790.06(12)(a), Florida Statutes

ACTION DESIRED:

Respectfully requesting Council’s support for a Resolution opposing proposed legislation which would remove Florida’s prohibition preventing concealed carry licensees from openly carrying their handguns or concealed weapons and firearms inside City Council meetings, schools, career centers, college or university facilities and airport passenger terminals; supporting proposed legislation prohibiting concealed carry licensees from openly carrying their handguns or carrying concealed weapons and firearms inside theaters; urging the Pinellas County delegation to oppose or support certain legislation.

Lisa Wheeler-Bowman
Council Member, District 7
A RESOLUTION OPPOSING PROPOSED LEGISLATION WHICH WOULD REMOVE FLORIDA’S PROHIBITION PREVENTING CONCEALED CARRY LICENSEES FROM OPENLY CARRYING THEIR HANDGUNS OR CARRYING CONCEALED WEAPONS AND FIREARMS INSIDE CITY COUNCIL MEETINGS, SCHOOLS, CAREER CENTERS, COLLEGE OR UNIVERSITY FACILITIES AND AIRPORT PASSENGER TERMINALS; SUPPORTING PROPOSED LEGISLATION PROHIBITING CONCEALED CARRY LICENSEES FROM OPENLY CARRYING THEIR HANDGUNS OR CARRYING CONCEALED WEAPONS AND FIREARMS INSIDE THEATERS; URGING THE PINELLAS COUNTY DELEGATION TO OPPOSE OR SUPPORT CERTAIN LEGISLATION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, citizens are already allowed to carry concealed weapons or firearms with a permit in many locations; and

WHEREAS, while Florida law currently allows duly-licensed individuals to carry concealed weapons or firearms, it also recognizes a variety of contexts and locations where such use should not be permitted; and

WHEREAS, Section 790.06(12)(a), Florida Statutes, already prohibits concealed carry licensees from openly carrying a handgun or carrying a concealed weapon or firearm into a police station; detention facility; courthouse; polling place; meeting of the governing body of a county, public school district, municipality, or special district; meeting of the Florida Legislature; school, college, or professional athletic event not related to firearms; elementary or secondary school facility or administration building, or college or university facility; career center; and passenger terminal of an airport; and

WHEREAS, handguns and other concealed weapons or firearms have no place in a learning environment, legislative policy making setting, passenger airport terminal or theater; and

WHEREAS, the City of St. Petersburg is preempted by Florida law from enacting any prohibitions on its own because section 790.33, Florida Statutes, provides that the State of
Florida has occupied the whole field relating to the regulation of firearms and ammunition to the exclusion of all existing and future county, city, town or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto; and

WHEREAS, proposed legislation has been filed for consideration during the 2017 session of the Florida Legislature which would amend section 790.06(12)(a), Florida Statutes, to permit open carrying of handguns or carrying a concealed weapon or firearm into locations where currently prohibited; and

WHEREAS, SB 626 and HB 803 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize concealed carry licensees to carry a concealed weapon or firearm into any meeting of the governing body or a county, public school district, municipality, or special district; and

WHEREAS, SB 620 and HB 803 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize concealed carry licensees to carry a concealed weapon or firearm into any meeting of the Legislature or a committee thereof; and

WHEREAS, SB 618 and HB 6001 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize concealed carry licensees to carry a concealed weapon or firearm into the passenger terminal of any airport; and

WHEREAS, SB 640 and HB 803 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize concealed carry licensees to carry a concealed weapon or firearm into any career center; and

WHEREAS, SB 140 and HB 6005 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize concealed carry licensees to carry a concealed weapon or firearm into any college or university facility; and

WHEREAS, SB 622 and HB 803 have been filed for consideration during the 2017 session of the Florida Legislature and propose to authorize a concealed carry licensees to carry a concealed weapon or firearm into any college athletic event; and

WHEREAS, SB 140 and HB 803 have been filed for consideration during the 2017 session of the Florida Legislature and propose to permit concealed carry licensees to openly carry a handgun or carry a concealed weapon or firearm into: (1) any meeting of the governing body of a county, public school district, municipality or special district; (2) any meeting of the Legislature or a committee thereof; (3) any elementary or secondary school facility or administration building; (4) any career center; (5) any college or university facility; and (6) the passenger terminal of any airport; and

WHEREAS, the current law does not prohibit the carrying of a concealed weapon or firearm into a theater; and
WHEREAS, SB 170 and HB 235 have been filed for consideration during the 2017 session of the Florida Legislature and propose to include any performing arts center or legitimate theater as locations where such use should not be permitted; and

WHEREAS, the Florida Legislature should consider the danger associated with passing this legislation that would allow concealed carry licensees to carry firearms into city council meetings, passenger terminals at airports, career centers, schools, and college and university facilities; and

WHEREAS, the City Council of the City of St. Petersburg (the “City Council”) has consistently supported reasonable and sensible measures to help prevent potential violence when and where practicable.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to oppose legislation which would remove Florida’s prohibition preventing concealed carry licensees from openly carrying their handguns or concealed weapons and firearms inside meetings of the governing body of a city or county, meetings of the Florida Legislature, school facilities, career centers, and the passenger terminal of airports.

BE IT FURTHER RESOLVED that City Council urges the Pinellas County Delegation to support legislation prohibiting the carrying of a handgun or a concealed weapon or firearm into a theater.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________
City Attorney (designee)
TO: Members of City Council

DATE: February 21, 2017

COUNCIL DATE: March 2, 2017

RE: Resolution of support prohibiting the sale, transfer or possession of an assault weapon or large-capacity ammunition magazine

ACTION DESIRED:

Respectfully requesting Council’s support for a Resolution supporting proposed legislation prohibiting the sale, transfer or possession of an assault weapon or large-capacity ammunition magazine.

Jim Kennedy
Council Member, District 2
WHEREAS, the confluence of the world wide web, international and lone wolf domestic terrorism, underfunded community mental health programs and easy access to military grade-high capacity magazine assault weapons has created circumstances which have led to an unprecedented number of mass shootings in American communities in recent years; and

WHEREAS, in recent years mass shootings involving military grade-high capacity magazine assault weapons have occurred at Sandy Hook Elementary in Monroe, Connecticut, at the Century 16 Movie Theater in Aurora, Colorado, at a retirement party in a social services office in San Bernadino, California, and at the Pulse Nightclub in Orlando, Florida, resulting in the tragic death and maiming of large numbers of innocent citizens at great pain and costs to their families and their communities; and

WHEREAS, the military scaled weaponry used in these and similar mass shootings exceeds the weaponry generally available to local law enforcement officers putting them, their communities and safe gathering places where community life is enjoyed in great and unnecessary peril; and

WHEREAS, military grade-high capacity magazine assault weapons and the grave hazard they present to communities and innocent citizens have no valid role to serve in community and civilian life and are even disavowed by most reputable pro-hunting organizations; and

WHEREAS, as indicated through national surveys, a majority of the American public, including legal gun owners, support limiting the availability and use of military grade-high capacity magazine assault weapons to bona-fide and highly trained law enforcement agencies; and

WHEREAS, the City Council of the City of St. Petersburg (the “City Council”) has consistently supported reasonable and sensible measures to help prevent potential violence when and where practicable; and
WHEREAS, SB 254 and HB 167 have been filed for consideration during the 2017 session of the Florida Legislation and propose to create section 790.30, Florida Statutes, to provide limitations on the sale or transfer of assault weapons or high capacity ammunition magazines; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to support the advancement and passage of SB 254, HB 167 and any other similar legislation which would provide limitations on the sale or transfer of assault weapons or high capacity ammunition magazines.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
TO: Members of City Council

DATE: February 23, 2017

COUNCIL DATE: March 2, 2017

RE: Policy and Procedures Manual Amendment – Information required in Agenda Packets

ACTION DESIRED:

Requesting an amendment to the City Council Policy and Procedure Manual Chapter 3, Section I, adding a new Subsection F and renumber of remainder of Section I.

Darden Rice, Council Chair
District 4
to Council Members on Friday two weeks before the City Council meeting.

2. The City Clerk’s Office will update the agenda packets by providing Adds and Deletes. Barring unavoidable difficulties or holidays, Adds and Deletes packets will be distributed to Council Members by Friday the week preceding the City Council meeting. Available Adds and Deletes may be discussed at Agenda Review.

3. Backup materials for Agenda items provided to the City Clerk’s Office after the Adds and Deletes deadline (Thursday at 5:00 p.m. one week prior to the City Council meeting) should also be provided to Council Members (through the Council Administrative Officer) at the earliest possible time and should only be provided on the dais on the day of the City Council meeting if there is no reasonable alternative. (See Sub. I.A.4. regarding agenda addition approval requirements).

F. Information Required in Agenda Packets.

1. The following information must be included as part of the backup materials for all single project A/E agreements in excess of $100,000, construction agreements in excess of $100,000, continuing A/E agreements and resolutions acknowledging the ranking of firms prior to negotiating one of the foregoing agreements:
   a. Procurement method utilized (e.g., RFP, RFQ).
   b. Summary of the reason(s) for selecting the firm.
   c. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.
   d. Copy of minutes of all selection committee meetings. Administration has stated that such minutes shall include (at a minimum): (i) names of all firms who submitted proposals or statements of qualifications, names of all short-listed firms, and numerical rankings, (ii) evaluation criteria, and (iii) dates of selection committee meetings.
   e. To the extent such information is provided by the firm pursuant to the procurement process or otherwise discovered as part of the procurement process: (i) litigation involving the firm, (ii) any failure of the firm to pay contractors for work performed, (iii) any wage theft complaints filed against the firm, and/or (iv) any failure of the firm to comply with applicable laws or licensing/permit requirements.
   f. Any protests/disputes received.
2. The following information must be included as part of the backup materials for task orders and task order amendments issued under a continuing A/E agreement (if the task order as amended exceeds $50,000 and requires City Council approval):
   a. Summary of the reason(s) for issuing the task order to the firm (i.e., why the firm being issued the task order is preferable for the specified services compared to other firms with continuing A/E agreements).
   b. Summary of transactions listing the current work being performed by the firm for the City and associated cost of such work.

F. Special Meetings. Where special meetings of City Council are scheduled, the City Clerk shall attempt to maintain comparable agenda preparation times and shall notify staff and City Council of any necessary changes.

G. Reordering Agenda items.
   1. During the City Council meeting, the Chair may reorder items on the Agenda to accommodate the public or address other concerns without a vote of the City Council. City Council may override the announced Agenda order by a motion. The motion must be seconded and a majority vote of the quorum present is required for passage.

II. The Consent Agenda.
   A. The Consent Agenda shall consist of matters considered to be routine and will be approved by roll call vote. There will be no discussion of these items unless a Council Member requests that specific items be removed (pulled) from the Consent Agenda for separate discussion and action on the Regular Agenda. Items should be pulled and discussed at Agenda Review, if possible. However, items may also be pulled by written notice to the City Clerk or on the dais.
   B. The Council Member pulling an item from the Consent Agenda shall state if it is a ‘good news’ item or requires a report by staff.
   C. Items pulled from the Consent Agenda shall be addressed immediately after the Consent Agenda is approved (especially ‘good news’ items since this saves staff time) unless specifically moved to Reports.
   D. If the Council Member pulling the item does not state that a report is necessary, then the item shall be considered to be a ‘good news’ item and addressed as set forth in subsection C above.

III. Open Forum.
ACTION DESIRED:

On February 7, 2017 the St. Petersburg City Council received a copy of a Final Report from Reiss Engineering entitled Analysis of Maximo Flow Collection System Flow Monitoring Data – Final. In the report it looked at several basins served by 3 manholes in the Maximo Moorings Neighborhood area of St. Petersburg. For all of the basins in the study the city repaired and/or relined the main sewer pipes and the publicly owned laterals. For some of the basins this rehab work greatly improved the amount of Infiltration and Inflow (I & I). For others, these repairs did not provide improvement in the amount of infiltration and inflow. It is possible that in these areas the continued infiltration and inflow is being caused by leaks in privately owned laterals.

In order to support the next phase of this study and to do a small pilot program in relation to providing rebates to citizens who have their private laterals repaired, I am respectfully requesting that the St. Petersburg City Council ask that our Water Resources staff develop a plan to do a pilot program for the homes where these manhole basins are located to provide a $1,000 rebate for each homeowner who documents that they have repaired the laterals on their property.

I am further requesting that this plan, when drafted, be presented to the PSI committee before coming to the full City Council for a final vote. Part of the draft plan should include the number of homes in this area, so we have an idea of how much money would need to be allocated for this pilot program.

Other items that should be included in the plan are:

- Requirement that the pipes are examined by a licensed plumber
- The form that the homeowner and/or plumber would fill out to participate in the program
- List of homes in the area that will become eligible for the pilot program
- Communication plan for notifying homeowners of the pilot program
- Any other information that staff deems appropriate to include in the draft plan for the private lateral rebate program.

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Steve Kornell, Council Member
District 5
ORDINANCE NO. ________

AN ORDINANCE AMENDING SECTION 21-38(D) OF THE ST. PETERSBURG CITY CODE BY ADDING WILLIAMS PARK AND ELVA ROUSE PARK TO THE LIST OF LOCATIONS WHERE A PERMIT TO SELL, SERVE, DISPENSE, POSSESS, USE AND/OR CONSUME BEER OR WINE (FOR ON PREMISE CONSUMPTION ONLY) MAY BE ISSUED IN CONNECTION WITH CITY SPONSORED OR CO-SPONSORED EVENTS; AND PROVIDING AN EFFECTIVE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 21-38(d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) A permit to sell, serve, dispense, possess, use and/or consume beer or wine (for on premise consumption only) may be issued in connection with City sponsored or co-sponsored events in:
(1) Soreno/Straub Park;
(2) Spa Beach;
(3) Demens Landing Park;
(4) Maximo Park;
(5) The Pier Approach (east of Bayshore Drive);
(6) Poynter Park;
(7) Dell Holmes Park;
(8) Vinoy Park and Mole;
(9) Edgewater Waterfront Park;
(10) That portion of North Shore Park lying east of Bayshore Drive to the seawall and north of Seventh Avenue Northeast (extended) to the seawall (excluding the playground area);
(11) That portion of Lake Maggiore Park abutting the Education Center at 1101 Country Club Way South.
(12) Williams Park
(13) Elva Rouse Park

Nothing in this subsection shall prevent the issuance of a permit for alcoholic beverages (for on-premise consumption only) to be sold, served, dispensed, possessed, used and/or consumed in the foregoing parks, or portions thereof, which have been exempted from this restriction by resolution of the City Council. The resolution shall identify the event, its duration, hours of operation, and location, and any conditions placed on the permit related to the on-premises consumption of the alcoholic beverages.
Section 2. Words that are underlined are additions to the existing St. Petersburg City Code.

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

Approved:

Legal: __________________________ Administration: ___________________________

Legal 00309711.doc V. 3
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING REBOLUTION FEST (VINOY PARK) AND REGGAE RISE UP (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED AND/OR CONSUMED AT THEIR RESPECTIVE VENUES, DURING THEIR EVENTS AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rebolution Fest and Reggae Rise Up have been approved as Co-Sponsored Events; and

WHEREAS, the promoters of these events have requested, in accordance with Section 21-38 (d) of the City Code, that they be exempt from the beer and wine only restrictions of the serving of alcoholic beverages set forth in City Code Section 21-38 (d) on 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; and

WHEREAS, Rebolution Fest will take place August 24 & 25, 2017 between the hours of 1:00 p.m. and 10:00 p.m. in Vinoy Park; and

WHEREAS, Reggae Rise Up will take place March 4 & 5, 2017 between the hours of 1:00 p.m. and 10:00 p.m. in Vinoy Park; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Rebolution Fest (Vinoy Park) and Reggae Rise Up (Vinoy Park) are exempt from the beer and wine only restrictions on the serving of alcoholic beverages 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 the times and on the dates of their events as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ____________________________  Administration: ____________________________

Legal: 00307306.doc V. 1
Resolution No. 2017-_______

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 CHILDHOOD APRAXIA OF SPEECH ASSOCIATION OF NORTH AMERICA AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section “D” of City Council Resolution No. 2000-562, as amended, ("Section D") requires that all requests for co-sponsorship must be made no fewer than six (6) months prior to the first date of the event; and

WHEREAS, City Council Resolution No. 2009-353 amended Section D to establish a $1,200 waiver fee for applicants seeking a waiver of the six (6) month requirement of Section D; and

WHEREAS, the application of Childhood Apraxia of Speech Association of North America did not meet the six (6) month requirement of Section D; and

WHEREAS, in order for City to enter into a contract with Childhood Apraxia of Speech Association of North America, the six (6) month requirement of Section D must be waived by the City Council; and

WHEREAS, Childhood Apraxia of Speech Association of North America has requested that City Council waive the payment of the $1,200 waiver fee for the following reason:

Although the event is typically been held in October, the group would like their local event to coincide with the National Apraxia Awareness Day as well as the National Speech and Hearing month.

WHEREAS, the Co-Sponsored Events Committee has reviewed Childhood Apraxia of Speech Association of North America application and has no opposition to the waiver of payment of the waiver fee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that 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 Childhood Apraxia of Speech Association of North America is waived; and the Mayor or his designee is authorized to execute all documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: __________________________ Administration: __________________________
Legal: 00307292.doc V. 1
Resolution No. 2017-________

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2018; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY DESIGN OFRESCO CORP, BEACH DRIVE EVENTS, LLC., PARAGON FINE ARTS FESTIVALS INC., LOCAL SHOPPER LLC. AND YACHTING PROMOTIONS, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events in name only for FY18; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application.

;and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from the non-profit requirements of Resolution No. 2000-562(a) 8; and

WHEREAS, Design Ofresco Corp, Beach Drive Events LLC., Paragon Fine Arts Festivals, Inc., Local Shopper LLC., and Yachting Promotions, Inc. (collectively, “For Profit Entities”), do not meet the non-profit requirement of Resolution No. 2000-562(a) 8; and

WHEREAS, in order for the City to enter into co-sponsorship agreements with the For Profit Entities, the non-profit requirements of Resolution No. 2000-562 (a) 8 must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the various entities and recognize them as events that will benefit the community and recommend approval of the events for co-
sponsorship and that a waiver be granted to the For Profit Entities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for Fiscal Year 2018, provided that the For Profit Entities shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:

**FY17 Events**

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chillounge Night</td>
<td>CREATIVE CLAY INC.</td>
<td>DESIGN OFRESCO CORP.</td>
<td>11/18/17</td>
</tr>
<tr>
<td>St Pete Wine and Food</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td>BEACH DRIVE EVENTS, LLC</td>
<td>11/02/17, 11/03/17, 11/04/17, 11/05/17</td>
</tr>
<tr>
<td>SPIFFS</td>
<td>ST. PETERSBURG INTERNATIONAL FOLK FAIR SOCIETY, INC.</td>
<td></td>
<td>10/26/17 - 10/27/17, 10/28/17, 10/29/17</td>
</tr>
<tr>
<td>Dragon Boat Races</td>
<td>LAO ARTS AND CULTURAL FOUNDATION, INC.</td>
<td></td>
<td>11/04/17</td>
</tr>
<tr>
<td>Ribfest</td>
<td>NORTHEAST EXCHANGE CLUB OF ST. PETERSBURG, FLORIDA, INC.</td>
<td></td>
<td>11/10/17, 11/11/17, 11/12/17</td>
</tr>
<tr>
<td>Folkfest St Pete</td>
<td>CREATIVE CLAY INC.</td>
<td></td>
<td>11/04/17, 11/05/17</td>
</tr>
<tr>
<td>Making Strides</td>
<td>AMERICAN CANCER SOCIETY, INC.</td>
<td></td>
<td>10/14/17</td>
</tr>
<tr>
<td>Out of the Darkness Community Walk</td>
<td>AMERICAN FOUNDATION FOR SUICIDE PREVENTION, INC.</td>
<td></td>
<td>10/21/17</td>
</tr>
<tr>
<td>Purplestride Run / Walk</td>
<td>PANCREATIC CANCER ACTION NETWORK, INC.</td>
<td></td>
<td>10/28/17</td>
</tr>
<tr>
<td>Boley Centers Jingle Bell Run</td>
<td>BOLEY CENTERS, INC.</td>
<td></td>
<td>12/13/17</td>
</tr>
<tr>
<td>St. Petersburg Holiday of the Arts</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td>PARAGON FINE ARTS FESTIVALS, INC.</td>
<td>12/16/17 &amp; 12/17/17</td>
</tr>
<tr>
<td>Aids Walk St Pete</td>
<td>EMPATH HEALTH, INC.</td>
<td></td>
<td>12/10/16</td>
</tr>
<tr>
<td>SPCA Petwalk 3K</td>
<td>SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, TAMPA BAY, FLORIDA, INC.</td>
<td></td>
<td>10/7/17</td>
</tr>
<tr>
<td>Komen Suncoast Race for the Cure</td>
<td>FLORIDA SUNCOAST AFFILIATE OF THE SUSAN G. KOMEN BREAST CANCER FOUNDATION, INC.</td>
<td></td>
<td>10/7/17</td>
</tr>
<tr>
<td>Shopapalooza</td>
<td>CHART 411, INC.</td>
<td>LOCAL SHOPPER, LLC</td>
<td>11/18/17 &amp; 11/25/17</td>
</tr>
<tr>
<td>St. Pete Power and Sailboat Show</td>
<td>TBA</td>
<td>YACHTING PROMOTIONS, INC.</td>
<td>11/30/17 - 12/3/17</td>
</tr>
<tr>
<td>Craft Art Festival 2017</td>
<td>FLORIDA CRAFTSMAN</td>
<td></td>
<td>11/18/17 - 11/19/17</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a) 8 is waived for the Co-sponsored Events to be presented in FY 2018 by Design Ofresco Corp, Beach Drive Events, LLC., Paragon Fine Arts Festivals, Inc., Local Shopper, LLC, and Yachting Promotions, Inc.;

and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ___________________________ Administration: ___________________________

Legal: 00307298.doc V. 1
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING CHILLOUNGE NIGHT (NORTH STRAUB PARK), ST PETE WINE AND FOOD (NORTH STRAUB PARK), RIBFEST (VINOY PARK) AND ST PETE POWER AND SAILBOAT SHOW (ALBERT WHITTED 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.

WHEREAS, Chillounge Night, St. Pete Wine and Food, Ribfest and St. Pete Power and Sailboat Show have been approved as Co-Sponsored Events; and

WHEREAS, the promoters of these events have requested, in accordance with Section 21-38(d) of the City Code, that they be exempt from the beer and wine only restrictions of the serving of alcoholic beverages set forth in City Code Section 21-38 (d) on 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; and

WHEREAS, Chillounge Night will take place November 18, 2017 between the hours of 5:00 p.m. and 11:00 p.m. in North Straub Park; and

WHEREAS, St. Pete Food and Wine will take place November 2 - 5, 2017 between the hours of 6:00 p.m. and 9:00 p.m. (Thursday), 4:30 p.m. and 9:30 p.m. (Friday), 12:00 p.m. and 6:00 p.m. (Saturday) and 12:00 p.m. and 6:00 p.m. (Sunday) in North Straub Park; and

WHEREAS, Ribfest will take place November 10-12, 2017 between the hours of 11:00 a.m. and 10:00 p.m. in Vinoy Park; and

WHEREAS, St. Pete Power and Sailboat Show will take place November 30 – December 3, 2017 between the hours of 10:00 a.m. and 7:00 p.m. daily in Albert Whitted Park; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Chillounge Night (North Straub Park), St. Pete Food and Wine (North Straub Park), Ribfest (Vinoy Park) and St. Pete Power and Sailboat Show (Albert Whitted Park) are exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38 (d) on 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 the times and on the dates of their events as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ___________________________ Administration: ___________________________

Legal: 00307303.doc V. 1
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 UNIVERSITY OF SOUTH FLORIDA FOUNDATION, INC AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section “D” of City Council Resolution No. 2000-562, as amended, (“Section D”) requires that all requests for co-sponsorship must be made no fewer than six (6) months prior to the first date of the event; and

WHEREAS, City Council Resolution No. 2009-353 amended Section D to establish a $1,200 waiver fee for applicants seeking a waiver of the six (6) month requirement of Section D; and

WHEREAS, the application of University of South Florida Foundation, Inc. did not meet the six (6) month requirement of Section D; and

WHEREAS, in order for City to enter into a contract with University of South Florida Foundation, Inc. the six (6) month requirement of Section D must be waived by the City Council; and

WHEREAS, University of South Florida Foundation, Inc. has requested that City Council waive the payment of the $1,200 waiver fee for the following reason:

The Girls on the Run event was held in St. Petersburg for the first time in December 2016; previous events have always been held in Tampa. The event organizers were so pleased with the location of the event, as well as City staff and business support they received, that the organizers decided to move their May 2017 event to St. Petersburg instead of holding it in Tampa.

WHEREAS, the Co-Sponsored Events Committee has reviewed University of South Florida Foundation, Inc. application and has no opposition to the waiver of payment of the waiver fee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that 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 University of South Florida Foundation, Inc. is waived; and the Mayor or his designee is authorized to execute all documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: Administration:
Legal: 00307313.doc V. 1
A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY17; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(a)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY ACTIVE ENDEAVORS, INC.; WE ARE CONCERTS LLC.; ONE MORE REP SPORTS PERFORMANCE AND WEIGHT LOSS, LLC.; WANDERLUST FESTIVALS, LLC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events in name only for FY17; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application.

;and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from the non-profit requirements of Resolution No. 2000-562(a) 8; and

WHEREAS, Active Endeavors, Inc., We Are Concerts, LLC, One More Rep Sports Performance and Weight Loss, LLC, and Wanderlust Festivals, LLC (collectively, “For Profit Entities”), do not meet the non-profit requirement of Resolution No. 2000-562(a) 8; and

WHEREAS, in order for the City to enter into co-sponsorship agreements with the For Profit Entities, the non-profit requirements of Resolution No. 2000-562 (a)8 must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the various entities and recognize them as events that will benefit the community and recommend approval of the events for co-sponsorship and that a waiver be granted to the For Profit Entities.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY17, provided that the For Profit Entities shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:

FY17 Events

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting in the Park 2017</td>
<td>MUSEUM OF FINE ARTS OF ST PETERSBURG, FLORIDA, INC.</td>
<td></td>
<td>4/30/17</td>
</tr>
<tr>
<td>Lord of the Wings Festival</td>
<td>PIER AQUARIUM INC</td>
<td>ACTIVE ENDEAVORS, INC.</td>
<td>4/1/17</td>
</tr>
<tr>
<td>Rebolution Fest</td>
<td>REFUGE MINISTRIES OF TAMPA BAY, INC.</td>
<td>WE ARE CONCERTS LLC</td>
<td>08/24/17 - 08/27/17</td>
</tr>
<tr>
<td>St. Petersburg Festival - SPF17</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td></td>
<td>9/23/17</td>
</tr>
<tr>
<td>Battle at the Bay</td>
<td>KINGDOM OF GOD INTERNATIONAL CHURCH, INC.</td>
<td>ONE MORE REP SPORTS PERFORMANCE AND WEIGHT LOSS LLC</td>
<td>09/02/17</td>
</tr>
<tr>
<td>Girls on the Run 5K</td>
<td>UNIVERSITY OF SOUTH FLORIDA FOUNDATION, INC.</td>
<td></td>
<td>05/06/17</td>
</tr>
<tr>
<td>Tampa Bay Superheroes Unite</td>
<td>NATIONAL CHILDHOOD CANCER FOUNDATION DBA CANCER RESEARCH FOR CHILDREN</td>
<td></td>
<td>09/16/17</td>
</tr>
<tr>
<td>Nomadic Tempest</td>
<td>NATIONAL CARAVAN STAGE COMPANY, INC.</td>
<td></td>
<td>04/04/17 - 04/09/17</td>
</tr>
<tr>
<td>St Petersburg Wanderlust 108</td>
<td>TBA</td>
<td>WANDERLUST FESTIVALS, LLC</td>
<td>09/16/17</td>
</tr>
<tr>
<td>Lionfish Safari</td>
<td>REEF MONITORING, INC.</td>
<td></td>
<td>09/09/17 &amp; 09/10/17</td>
</tr>
<tr>
<td>One Step Closer 5K</td>
<td>CELMA MASTRY OVARIAN CANCER FOUNDATION, INC.</td>
<td></td>
<td>09/23/17</td>
</tr>
<tr>
<td>2017 TB Walk for Children with Apraxia</td>
<td>CHILDHOOD APRAXIA OF SPEECH ASSOCIATION OF NORTH AMERICA</td>
<td></td>
<td>5/13/17</td>
</tr>
<tr>
<td>Komen Florida Suncoast Pink Stiletto Run</td>
<td>FLORIDA SUNCOAST AFFILIATE OF THE SUSAN G. KOMEN BREAST CANCER FOUNDATION, INC.</td>
<td></td>
<td>05/20/17</td>
</tr>
<tr>
<td>Back to School Care Fair</td>
<td>THE JUNIOR LEAGUE OF ST. PETERSBURG FLA., INCORPORATED</td>
<td></td>
<td>7/29/17</td>
</tr>
</tbody>
</table>
; and

BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a) 8 is waived for the Co-sponsored Events to be presented in FY17 by Active Endeavors, Inc., We Are Concerts, LLC, One More Rep Sports Performance and Weight Loss, LLC, and Wanderlust Festivals, LLC;

and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ___________________________ Administration: ___________________________

Legal: 00307588.doc V. 3
Present: Chair Darden Rice and Councilmembers Karl Nurse, Ed Montanari, Steve Kornell, Charlie Gerdes

Absent: Lisa Wheeler-Bowman (Alternate)

Also: Assistant City Attorney Michael Dema, Sustainability Manager Sharon Wright, Sr. Energy Efficiency Engineer, Lisa Glover-Henderson, Budget Director, Tom Greene, Public Works Communications Manager Bill Logan, City Clerk Specialist, Paul Traci

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

Approval of January 19, 2017 Minutes: Passed 4-0

Emergency Management Follow Up
Pinellas County is divided into 5 evacuation zones (A-E). It is important to note that the shelters available are based on these evacuation zones and are not municipality specific. In Pinellas County, approximately 47,136 persons are expected to seek space in a public risk shelter in a Level E evacuation (based on the State Regional Hurricane Evacuation Study, 2015 projections).

Currently there is a deficit of public shelter spaces in the event of a Level E evacuation. Due to a chronic deficit of risk shelter space, to calculate the number of available spaces in a shelter 15 sq. feet/person is used, rather than the Florida Department of Emergency Management (FDEM) recommended 20 sq. feet/person allowance. The available shelter space based on the 15 sq. feet/person calculation is 46,552, therefore closing the shortage gap. South Pinellas County has a capacity for 27,359 in a Level E evacuation at 14 shelters, 10 shelters located in St. Petersburg account for 14,818 of that total.

Footnotes:
1. Pinellas County is only at a deficit in a Level E evacuation.
2. Pinellas County Emergency Management is currently reevaluating sheltering based on National Hurricane Center - Sea, Lake, and Overland Surges from Hurricanes (SLOSH) study.

Takeaway:
In a worst case evacuation Level E, Pinellas County is projected to be about 615 places short, but decreasing required sf/person to 15 or 10/sf per person covers that gap. In any other scenario, the county is projected to have enough space. St. Petersburg shelters account for a little over 50% of the shelter space in South Pinellas County.

You cannot know everything for sure, but county does not anticipate turning anyone away.

Misc. Sustainability/Resiliency Updates
- Integrated Sustainability Action Plan (ISAP) will be out end of February
Preliminary work is under way including tree planting site evaluations, STAR metrics tracking, and energy efficiency analysis are all underway
- County Vulnerability Assessment RFP is out now
- STAR results report out set for City Council March 2, 2017
- Office of Sustainability planning a milestone event to bring all of the current efforts together and involve the community. The event will include a report out from local scientists, the Urban Land Institute, and more. The event will happen in March and kick start some momentum for Earth Day in April.

Chair Rice discussed the importance of finding ways for the community to engage, even though there are so many efforts going at once that may not always be a clearly delineated project to work on.

Councilmember Montanari suggested the idea of tying an event to Green Thumb Festival and Earth Day events. Sharon Wright responded that Office of Sustainability participated in both last year, and plan to do the same this year through staff and information sharing at the events.

**Pelican Mortality Update**
1/31/2017 Fish Wildlife Conservation Update
- Reports from Gulfport, Pass-A-Grille, Riviera Bay Lake #1, Coffee Pot Bayou, and Bayou Grande
- At least 70 dead or ill brown pelicans
- 24+ treated and ready for release
- Tests negative for avian flu and arboviruses; avian botulism pending
- Algae, red tide tests on going, but minor findings to date

2/6/2017 Update
- Significant nutrient impact on Riviera Bay Lake (a stormwater lake)
- Potential sources of nitrogen: fertilizers and animal waste
- Other possibilities like a pathogen are being investigated
- Best Management Practices (BMPs) are currently being developed to minimize nutrient issues

Update Sources
http://www.stpete.org/water/waterquality.php
@StPetePW

Councilmember Kornell raised the issue that it is good that the scientists are testing and doing the work so that we, as a community, are not jumping to what might seem obvious when, truly, there are a lot of ecosystem factors at play.

He also pointed out that the city be careful in how it communicates high nutrient levels for stormwater detentions ponds/lakes like Riviera Bay because collecting nutrients is a key part of their purpose.
Chair Rice further added that while sewage discharge is not being omitted as a possible factor to consider, there are also nutrient, inversion, and other factors to be evaluated before any conclusions will be made.

Councilmember Montanari mentioned his recent trip to Pass-A-Grille and a red tide event was noticeable there. He also reminded the committee that the next PSI meeting will be held at 2:30 in the afternoon in Room 100 and will include local scientists and other teams available to discuss water quality in more detail.

**Energy Efficiency Financing Options**

Sharon Wright provided an update on financing options that are currently being explored with city administration including Finance and Budget.

- **Qualified Energy Conservation Bonds (QECB)**
  - Additional vetting in progress with financial advisor & bond council
  - Authorized by Congress Oct 2008
  - Direct subsidy bonds similar to Build America Bonds (BABs)
  - $2,570,381 allocation available to St. Petersburg
  - Unclaimed allocations may be available from other communities
  - Broad projects: Building energy retrofits, renewable energy systems, “green community program

- **Energy Efficiency Program Fund – Bond Option**
  - Timing & methodology options being evaluated

- **Energy Savings Company (ESCO)/Performance Contracting**
  - Not pursuing at this time
  - More expensive
  - With good rating, financing does not make as much sense
  - Easy for guarantees to be rescinded when operations change

- **PACE** – reviewing provider info

Councilmember Nurse inquired about timing and could the city be ready with energy fund needs estimate in time to be bonded and included in current budget cycle and possibly with the Police Department bond issue in the next couple of months.

Tom Greene responded that staff believes they are close enough to discuss QECBs by next week’s COW on the Police Headquarters, but that we are working through the energy efficiency funding bond option.

Chair Rice reminded the committee that the solar pv feature of the police headquarters is not yet funded, and that will also be discussed at the 2/16 COW.

Councilmember Nurse moved to request staff research and create budget option and bring it back to City Council. Committee approved motion unanimously.

**Central Chiller Plant Feasibility Study (Part 2)**

Lisa Glover-Henderson provided a refresher of the Part 1 or preliminary study results reported in December 2016. In that study, Griner Engineering created a computer model and a simple payback method for $6,200 to use preliminary results to determine what next steps should be taken. That
study showed that a simple payback of a central chiller plant hooked to 10 government buildings would have a payback length of about 40 years. A larger plant with more consumers would make such a project more financially feasible.

Lisa then provided an overview of the next scope of work that would be needed for a deeper review that included a lifecycle cost analysis, code review, and more detailed strategy. The total cost for the study would be approximately $74,250.

Councilmember Gerdes commented that this type of study and project fits well with criteria for spending BP Settlement Funds toward sustainability projects that are one-time costs.

The committee had further discussion about the scalability of the study, how it would address locations and be attractive to developers and questions about how long the study would benefit the city with so many variables like Tropicana Field. Lisa commented that Griner will use the current stadium data in the study as a starting point.

Councilmember Kornell inquired about how fast the technology changes. Joe Griner responded that the basic concept for chiller plants has been the same since invented one hundred years ago, and that improvements occur, but not the type that would outdate such a study. He cited magnetic bearing technology as an example: it makes plants more efficient, but does not change their purpose or performance with other buildings.

Councilmember Nurse made a motion to bring the study to City Council as outlined for approval. Motion unanimously passed.

**Next Steps**
All business referral items are underway with the exception of earnest start of Green Fleets working group and program. That is on the list to start soon.

Since ENRS Committee does not meet again until April, Chair Rice asked that Sharon and staff stay in touch with committee related to suggested milestone event and other status updates.

**2017 Meeting Schedule:** Next ENRS Committee meeting is scheduled for **April 13, 2017 at 10:30 a.m.**

**Backup Attached for this Report:**

- Presentation slides
- Pelican Mortality Report 1/31/2017
- New releases related to water testing and pelican
- Scope of Work for Chiller Plant Feasibility work (Part 2)
Pinellas County is divided into 5 evacuation zones (A-E). It is important to note that the shelters available are based on these evacuation zones and are not municipality specific. In Pinellas County, approximately 47,136 persons are expected to seek space in a public risk shelter in a Level E evacuation (based on the State Regional Hurricane Evacuation Study, 2015 projections).

Currently there is a deficit of public shelter spaces in the event of a Level E evacuation. Due to a chronic deficit of risk shelter space, to calculate the number of available spaces in a shelter 15 sq. feet/person is used, rather than the Florida Department of Emergency Management (FDEM) recommended 20 sq. feet/person allowance. The available shelter space based on the 15 sq. feet/person calculation is 46,552, therefore closing the shortage gap. South Pinellas County has a capacity for 27,359 in a Level E evacuation at 14 shelters, 10 shelters located in St. Petersburg account for 14,818 of that total.

Footnotes:
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2. Pinellas County Emergency Management is currently reevaluating sheltering based on National Hurricane Center - Sea, Lake, and Overland Surges from Hurricanes (SLOSH) study.

EMERGENCY MANAGEMENT FOLLOW UP

Takeaway:
In a worst case evacuation Level E, Pinellas County is projected to be about 615 places short – decreasing required space covers that gap and any other scenario, the county is projected to have enough space. St. Petersburg shelters account for a little over 50% of the shelter space in South Pinellas County. You cannot know everything for sure, but county does not anticipate turning anyone away.
SUSTAINABILITY/RESILIENCY PROCUREMENT STATUS

- Integrated Sustainability Action Plan (ISAP)
  - RFP out end of February
  - Preliminary internal work – STAR metrics, tree planting/site evaluations, energy efficiency all under way

- County Vulnerability Assessment
  - RFP out now

STAR COMMUNITIES, ULI RESILIENCY/EQUITY, CLIMATE UPDATE

- STAR Communities
  - Results Report Out – City Council March 2
  - Certification & Benchmarking Report – Finalized in April
  - Climate update, ULI Resiliency & Equity, STAR, Tree +more: Event/Celebration?

PELICAN MORTALITY UPDATE

1/31/2017 Fish Wildlife Conservation Update

- Reports from Gulfport, Pass-A-Grille, Riviera Bay Lake #1, Coffee Pot Bayou, and Bayou Grande
- At least 70 dead or ill brown pelicans
- 24+ treated and ready for release
- Tests negative for avian flu and arboviruses; avian botulism pending
- Algae, red tide tests on going, but minor findings to date
PELICAN MORTALITY UPDATE

2/6/2017 Update
- Significant nutrient impact on Riviera Bay Lake (a stormwater lake)
- Potential sources of nitrogen: fertilizers and animal waste
- Other possibilities like a pathogen are being investigated
- Best Management Practices (BMPs) will be recommended to minimize nutrient issues

WATER QUALITY INFORMATION & UPDATES

http://www.stpete.org/water/waterquality.php
@StPetePW

ENERGY EFFICIENCY FINANCING OPTIONS: RESEARCH STATUS

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  - Additional vetting in progress with financial advisor & bond council
- Energy Efficiency Program Fund – Bond Option
  - Timing & Methodology Options
- Energy Savings Company (ESCO)/Performance Contracting
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DISCUSSION

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www.nounproject.com
Thi Dieu Linh
Anthony Liu
Planocon
Till Trench

ENERGY EFFICIENCY FINANCING OPTIONS: RESEARCH STATUS

Energy Efficiency Program Bond – Methods to Estimate
- ASHRAE LEVEL 2 Audits (9 months – 1 year)
- ASHRAE LEVEL 1 Audits (2-3 months)
- Desktop Analysis (< 1 month)
LED STREET LIGHT RETROFITS

- Duke is finalizing cost estimates for roadways only – once complete will go to City Council
- Current crews will start on Central Avenue around 9th Street and head toward 20th
- Crews being mobilized
- 4,000 lumens for corridors
- 3,000 lumens for neighborhoods likely
Life Cycle Cost Analysis Proposal: District Cooling Plant for The City of St. Petersburg

Preliminary Analysis Highlights

- $6,200 study, Task Order 13-03-GRI/SEM, Proj. No. 13169
- Griner Engineering, Inc.
- Computer modeled 10 government owned and operated buildings
- $10,518,880 total estimated cost to build the system
- Simple ROI 40.5 years, IRR -3.4%

Scope of Work LCCA

- Life cycle cost analysis for a baseline design and then compare to 3 designs
  - Baseline: 10 original buildings with current equipment
  - Design 1: 10 original buildings on District Cooling system
  - Design 2: 10 original buildings on District Cooling system with plant enhancements
  - Design 3: 10 original buildings on District Cooling system plus four (4) private buildings
  - Estimate a cost to produce and sell chilled water commodity
  - Analysis of codes, regulations, rebates, grants and tax credits
  - Prepare bid document to solicit businesses interested in building and operating DCP
  - Develop strategy to expand system
Cost Summary and Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Griner Engineering</td>
<td>$49,250</td>
</tr>
<tr>
<td>City Design Engineering</td>
<td>$15,000</td>
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<tr>
<td>Temporary Electrical Sub-metering</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$74,250</strong></td>
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</tbody>
</table>

Questions?
Pelican Mortality Update 1/31/2017

- Since January 11, 2017, FWC has received 35 reports about dead or ill pelicans across southern Pinellas County, including eight requests for information. Initial reports were received from Gulfport and Pass-A-Grille. FWC staff investigated subsequent reports from Riviera Bay Lake #1, Coffee Pot Bayou, and Bayou Grande and observed dead and sick pelicans.

- To date, we have confirmed reports of at least 70 dead or ill brown pelicans and at least one white pelican. (See map with locations of reports to date below.)

- FWC has been working with the City of St. Petersburg, Busch Gardens, Seaside Seabird Sanctuary, Owl's Nest Sanctuary for Wildlife, and other local rehabbers to respond to this event. At least 24 birds have been successfully treated in local wildlife rehabilitation centers and have been released or are ready to be released.

- FWC and partners have collected 23 pelicans for necropsy, although some are not useful due to the state of decomposition. FWC-FWRI staff at the Wildlife Lab in Gainesville and in St. Petersburg have necropsied five pelicans; veterinarians at SCWDS (the Southeastern Cooperative Wildlife Disease Study) in Georgia have necropsied four pelicans; and veterinarians at Busch Gardens have necropsied at least five pelicans.

- Gross necropsies did not yield any remarkable findings. All birds were in good nutritional condition. Tests for avian influenza in 13 birds and arboviruses in 4 birds have been negative. Other diagnostic tests (i.e. avian botulism) are still pending.

- FWC staff have been monitoring an ongoing bloom of the red tide alga, *Karenia brevis*, along Pinellas and Manatee counties (including areas in Lower Tampa Bay). Red tide was not detected in event response samples collected in Coffee Pot Bayou on 1/13 and just outside the Bayou on 1/18. Through targeted water sampling conducted on 1/18 in Mid and Lower Tampa Bay, and routine coastal sampling conducted weekly, FWC has confirmed that bloom levels of *Karenia brevis* persist in Lower Tampa Bay. Monitoring for harmful algal blooms is ongoing, and results are updated biweekly at [http://myfwc.com/redtidestatus](http://myfwc.com/redtidestatus).

- Samples from 15 pelicans were sent to FWC-FWRI staff in St. Petersburg for algal toxin testing to determine if these mortalities are potentially related to the ongoing red tide. Low levels of brevetoxin (the red tide toxin) were detected in the gastrointestinal contents of some of the pelicans, demonstrating some exposure, however tissue samples were negative for the toxin.
Testing is still in progress, and the results to date are inconclusive. Given the low levels measured and the lack of any other affected species, the deaths may not be related to red tide.

- Citizens observing sick or dead birds or other wildlife are encouraged to make an online [bird mortality report](https://www.fwc.gov) or to call FWC’s Fish Kill Hotline at 1-800-636-0511.

Locations of sick or dead pelicans reported between January 11 and January 30, 2017.
CONTACT: Bill Logan, Public Works Communications Manager, 727-893-7250 (o); 813 610-8126 (c) or bill.logan@stpete.org

City of St. Petersburg Assisting With Discovery of Dead And Sick Pelicans:
Testing Water For Potential Cause

FOR IMMEDIATE RELEASE

ST. PETERSBURG, FL (January 16, 2017) – After more than one dozen pelicans have been found dead or sick in or near local waterways, the City of St. Petersburg Public Works Administration, which includes Water Resources and Stormwater departments, are working alongside the Florida Fish and Wildlife Conservation Commission and other local partners to remove the birds and identify the cause of the illness.

“We are testing the water for biological indicators and dissolved oxygen content and expect results on Tuesday. Per Mayor Rick Kriseman’s direction, we are also pursuing more extensive testing in order to better determine a cause prior to Florida Fish and Wildlife’s necropsy results,” said Interim Director of Water Resources John Palenchar.

A cold-weather fish kill near Riviera Bay Lake last week was also accompanied by reports of sick pelicans. John Norris, Director for Stormwater, Pavement and Traffic Operations for the city said that more than one ton of fish were removed from the lake by his crew. “We have not yet determined if there is a connection between the fish kill in Riviera Bay and the pelicans found sick or dead in other parts of the city,” said Norris.

The Department of Environmental Protection has also been notified, although there are no reports of a recent spill or discharge into our waterways.

In an abundance of caution, signs with the following message have been posted along waterways from St. Petersburg’s downtown to Weedon Island.
WARNING
Unknown Potential Health Risk
DO NOT PLAY SWIM OR FISH IN THIS AREA

Due to recent Bird illnesses in this vicinity, residents and cautioned to avoid contact with surface water until further notice. Water Samples are being taken and the Florida Fish and Wildlife Conservation Commission is being apprised of the situation. FWCC can be contacted at 888-404-FWCC. The City Water Resources Department can be contacted at 727-893-7261.

-end-

17-10 bl
FOR IMMEDIATE RELEASE

St. Petersburg Brings in Additional Assistance to Investigate Sick Pelicans – Update #1

ST. PETERSBURG, FL (January 17, 2017) – In an effort to expedite and enhance current testing and investigation into a troubling discovery of sick birds near local waterways, the city of St. Petersburg is calling in an independent ecologist to assist.

Scientists with Arcadis U.S., based in Melbourne, Florida, have joined with St. Petersburg Water Resources and investigative crews from the Florida Fish and Wildlife Conservation Commission (FWCC) to gather clues into what is causing the Pelicans’ sickness.

“We want to have experts evaluating this,” said John Palenchar, Interim Water Resources Director, “Independently tasked to find out – as soon as possible – what’s causing this.”

St. Petersburg has been dealing with this situation since last week, when a fish-kill was reported on January 12, at a stormwater retention pond in the Riviera Bay area.

“RBLake #1” is a freshwater stormwater pond with many exotic tilapia, which are susceptible to low temperature and Dissolved Oxygen (DO) issues. Adequate dissolved oxygen is necessary for good water quality, as well as a necessary element to all forms of life. Natural stream purification processes require adequate oxygen levels in order to provide for aerobic life forms. As dissolved oxygen levels in water drop below 5.0 mg/l, aquatic life is put under stress. The lower the concentration, the greater the stress. Oxygen levels that remain below 1-2 mg/l for a few hours can result in large fish kills.

Preliminary data from that pond showed readings at approximately 0.32 mg/l, with 4,900 pounds of fish removed from Riviera Bay Lake.
FWCC have taken water and algae samples to test for quality and is also testing the birds that died to determine cause of death.

The second location is Coffee Pot Bayou, about 3 miles south of Riviera Bay. Scientists are investigating the probability that the affected birds initially fed on fish at RB Lake#1 and flew to Coffee Pot Bayou, which is near a substantial pelican habitat.

All testing -- by the FWCC, City of St.Petersburg, and now Arcadis -- will be coordinated and used to formulate a plan to keep the birds safe, as well as to alert residents and recreational water users to any potential problems. Further details and results will be released when they become available.
CONTACT: Bill Logan, Public Works Communications Manager, 727-893-7250 (o), (813) 610-8126 (c), or bill.logan@stpete.org

FOR IMMEDIATE RELEASE

Riviera Bay, Coffee Pot Bayou Water Test Results Near Normal; Bird Testing Continues

ST. PETERSBURG, FL (January 17, 2017) – Initial test results from water samples taken from waters in and around Coffee Pot Bayou and Riviera Bay have shown no abnormalities.

“From all we’ve seen, the water there is in overall good shape,” said Interim Water Resources Director John Palenchar. “But we will continue testing, and so the signs will stay up for awhile.”

Warnings for recreational water users about the dead pelicans (first seen at a retention pond near Riviera Bay, then over the past weekend in and around Coffee Pot Bayou) were posted along the shore line from North Shore Park through Coffee Pot Bayou. The signs informed residents about the enhanced and cooperative testing being spearheaded by the city of St. Petersburg and the Florida Fish and Wildlife Conservation Commission (FWCC). The City has also brought in an independent biologist to further study what’s causing the birds to be sick.

Initial water samples from the retention pond where the sick birds were first encountered showed low levels of dissolved oxygen. Samples from nearby Riviera Bay and waters further south into Coffee Pot Bayou had normal levels of oxygen. In addition, the other tested elements fell within normal parameters for recreational waterways, with the exception of a lone site near the Coffee Pot Bayou boat ramp that showed poor water quality.

“We will continue to work with the FWCC and our independent partners to pinpoint the problem,” said Palenchar. Palenchar added that the incident is in no way related to last summer’s heavy rains and the subsequent discharge of potentially treated sewage water.
The latest information can be found at www.stpete.org/water/waterquality.php. More information will be released when it becomes available.

-end-

17-12
FOR IMMEDIATE RELEASE

City Continues Water Testing Regarding Bird Deaths Alongside FWC Investigation

ST. PETERSBURG, FL (January 18, 2017) – St. Petersburg Public Works employees have collected 15 dead or dying pelicans since January 12. They’ve also stepped up to assist in the investigation as what’s making the birds so sick, working with the Florida Fish and Wildlife Conservation Commission, local rescue groups and learning institutions.

Since Stormwater, Pavement, and Traffic Operations Director John Norris and his crews responded to fish kill in a retention pond earlier this month near Riviera Bay, St. Petersburg Public Works staffers have assisted with everything from gathering water samples to sign placement – warning residents and recreational water users of the enhanced testing.

“The good news is that the water is in good shape,” said John Palenchar, Interim Water Resources Director. “We are continuing with follow-up sampling and data sharing with FWC and our environmental consultant.”

A reminder from the FWC: Citizens observing sick or dead birds or other wildlife are encouraged to make an online bird mortality report or to call FWC’s Fish Kill Hotline at 1-800-636-0511.

The City of St. Petersburg is continually updating our water quality samples and posting the information through the "Recreational Water Quality” tab at www.stpete.org/waterquality.php.

Further findings will be updated as they become available both at www.stpete.org and through @StPetePW.

-end-

17-14 bl
FOR IMMEDIATE RELEASE

Warning Signs Removed; Water Quality Testing Continues

ST. PETERSBURG, FL (January 19, 2017) – Following recent tests on water in and around Coffee Pot Bayou which have come back within normal ranges, Public Works crews have removed the warning signs around the shoreline. The warning signs had been recently placed around Coffee Pot Bayou as tests were being conducted following the discovery of numerous sick and dying brown pelicans.

“The water quality is not in question in Coffee Pot Bayou,” stated John Palenchar, Interim Water Resources Director. “And we are working with all concerned to try and find out what made the birds sick.”

A total of 17 pelicans have been sent to the Florida Fish and Wildlife Commission (FWC) Wildlife Lab in Gainesville for necropsy. Samples taken during necropsy will be sent to the Southeastern Cooperative Wildlife Disease Study (SCWDS) in Georgia for further testing and additional samples will be sent to FWC’s Fish and Wildlife Research Institute in St. Petersburg to be tested for algal toxins. Busch Gardens is sending blood, fecal, and tissue samples to the Fish and Wildlife Research Institute to be tested for algal toxins. Toxin analysis to determine if this is potentially related to red tide will be available 2-3 days after samples are received. Results from samples submitted to SCWDS will take longer, possibly weeks.

Today, biological testing experts from Arcadis are taking further samples for their independent testing.

“There is no pre-conceived notion as to what may be going on out here,” said Scott Lehman, Arcadis Senior Asset Consultant. “Our intent is to be that third party review to see if we find anything independent of what the city is finding.”
So far, Palenchar says the city has found that the water quality is “well within the parameters for recreational usage.”

The test results from the independent consultant Arcadis will likely be ready by early next week.

For updates, visit www.stpete.org/water/waterquality.php or follow us @StPetePW.

-end-

17-15 bl
FOR IMMEDIATE RELEASE

Rehabilitated Pelicans Released; Studies Continue Into Avian Sickness

ST. PETERSBURG, FL (January 26, 2017) – Following two weeks of care and rehabilitation, seven brown pelicans have been released back into their native habitat – near the rookery at Snell Isle in the waters of Coffee Pot Bayou.

“I’m happy with that,” said Kris Porter with Owl’s Nest Sanctuary for Wildlife. Porter and her team of rescuers were responsible for nursing the sick pelicans back to health after almost 70 birds were found sick or dead near the site of a fish kill earlier this month in a retention pond near Riviera Bay located close to the pelican’s breeding colony at Snell Isle. That rookery is also home to hundreds of birds who have exhibited no ill effects since the initial discoveries.

Warning signs were posted by the city of St. Petersburg on January 15 as a precaution, while scientists took water samples and studied potential causes of the avian sickness. The signs were later removed as water quality test results were found to be well within the accepted parameters for recreational use. Studies by the Florida Fish and Wildlife Conservation Commission and Arcadis, an independent firm hired by the city, continue. Those results are expected within the week. So far, tests have ruled out a number of possibilities, but no specific reason has been found.

Porter, who has more than 40 years’ experience working with wildlife and wildlife rescues, says while the pelican deaths may actually be from natural causes, the nearby fish kill and red tide caused by the cold weather inversion, may also be factors. “It seems that we see pelican issues every January, but I’m just happy to have these birds better.”

More information will be released when results of toxicology and in-depth water testing are finalized.

-end-

17-22
CONTACT: Bill Logan, Public Works Communications Manager, 727-893-7250 (o); 813-610-8126 (c) or bill.logan@stpete.org

FOR IMMEDIATE RELEASE

Water Quality Tests Continue After Nanoplankton And Red Tide Found

ST. PETERSBURG, FL (January 20, 2017) – Warning signs have been removed from waters along Coffee Pot Bayou, but state-sponsored and independent scientists continue to study the water quality following the recent rash of pelican deaths.

Initial test results, compared with a recent baseline series of samples provided by the city of St. Petersburg, showed water was within recreational use parameters. Despite increased water testing in the area, recent events have not caused a decrease in visitors to Coffee Pot Park. Activity by residents on social media indicate that there is more fish and wildlife activity in the waters over the past week.

A water sample collected Thursday, January 19, by Florida Fish and Wildlife Conservation Commission staff at Riviera Lake #1, the site of an initial cold weather inversion-related fish kill last week which led to discoveries of sick or dead brown pelicans, has turned up bloom concentrations of nanoplankton. Meanwhile, a water sample collected at Bayou Grande, meanwhile, where a dead white pelican was found, showed background concentrations of Karenia brevis, or red tide. Results of those tests, as well as necropsies on the dead pelicans, should be ready by next week. Research teams from the city, state and an independent study group will continue to monitor the waters for any unusual activity during the weekend.

The latest information is available at www.stpete.org/water/waterquality.php.

-end-

17-19 bl
CONTACT: Bill Logan, Public Works Communications Manager, 727-893-7250 (o) or bill.logan@stpete.org

FOR IMMEDIATE RELEASE

*Tests Continue to Determine Cause of Pelican Deaths*

**ST. PETERSBURG, FL (February 3, 2017)** – Scientists continue looking into the January illness and death of Pinellas County brown pelicans following initial inconclusive test results. A report released by the Florida Fish and Wildlife Conservation Commission indicates more testing is needed to determine the cause of death of the 70 brown and one white pelicans.

Since January 11th St. Petersburg Water Resources workers have collected water samples – with results showing water quality within acceptable ranges for recreational use. Also, independent biologists from Arcadis, brought in to investigate the water quality and to provide more in-depth testing, as well as the Florida Fish and Wildlife Conservation Commission (FWC), have continued their pursuit of a basis for the sickness.

To date, no definitive source has been identified, although tests for avian influenza and arboviruses, have been negative. Other diagnostic tests, including those for avian botulism, are still pending.

The full findings are detailed in the FWC Pelican Mortality Update, which is available at www.stpete.org/water/waterquality.php.

-end-

17-32 bl/jeb
FOR IMMEDIATE RELEASE

LATEST FINDINGS RELEASED IN PELICAN DEATHS

ST. PETERSBURG, FL (February 6, 2017) – After initial testing in and around a retention pond known as Riviera Bay Lake, independent biologists from Arcadis have discovered a potential cause.

“There’s a significant nutrient impact on this stormwater lake,” said Interim Water Resources Director John Palenchar, “A lot of nitrogen was seen in the analytical results that came back from this lake.”

Arcadis biologists say potential sources of the increased nitrogen could be from runoff containing fertilizers which create the neighborhood’s landscaping up to the lake shore, as well animal waste. They also point to a cold-weather snap that occurred the first week of January, which produced an inversion event. Inversion events occur when the surface water temperature drops dramatically and is replaced with a bottom layer of water, containing lower levels of oxygen. That led to a substantial fish kill in the lake – primarily of tilapia. Tilapia are mainly freshwater fish, known for an inability to survive in cooler waters, and inhabit shallow streams, ponds, rivers and lakes and less commonly found living in brackish water – and are a food source of pelicans.

“It was very likely some sort of pathogen within the freshwater fish that may have caused this,” said Palenchar. While studies continue to further pinpoint the problem, including tests on samples obtained along Coffee Pot Bayou, Palenchar is confident that Florida Fish and Wildlife Commission-initiated necropsies and future Arcadis findings will help chart a course of action to remedy the situation, including aerating dissolved oxygen in the lake.

“Being able to put in a fountain or a pump could actually alleviate that,” he said. “We are asking Arcadis to look at any best management practices or improvements that can be done to improve water quality.”

The latest findings from Arcadis, as well as updated recreational water quality results, are available at www.stpete.org/water/waterquality.php.
This Amendment No. 1 to Task Order No. 13-03-GRI/SEM is made and entered into this ___ day of ________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR ENERGY, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION PROJECTS dated February 5, 2015 (“Agreement”) between GRINER ENGINEERING, INC. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg is interested in developing sustainable community projects that will stimulate economic development, reduce greenhouse gas emissions and improve the reliability of air conditioning systems within the city. On November 22, 2016, the A/E was commissioned to perform a simple study of the feasibility of a district cooling plant serving the eastern St. Petersburg downtown core. The results of this study estimated a cost of $10,518,880 with a 40.5 year payback and -3.4% internal rate of return to build the plant and supporting infrastructure to connect ten (10) buildings to the new chilled water loop. The ten (10) buildings are publically owned and operated facilities which include six (6) City of St. Petersburg buildings, three (3) Pinellas County buildings and one (1) Florida State building.

In this Amendment, the A/E will provide a more thorough analysis of the system economics using supporting data to improve the already developed energy model. The result of this analysis will be a Study that includes a life cycle cost analysis with present value estimates. The baseline design for this Study will be the ten (10) buildings in the original Task Order as they stand today, compared to three options: Option 1 - the ten (10) buildings on the new loop, Option 2 – the ten (10) buildings with energy enhanced equipment in the Plant, and Option 3 – the ten (10) buildings plus four (4) privately owned buildings.

The ultimate goal of this enhanced study is for the City of St. Petersburg to fully understand if implementing a central chilled water plant in the downtown core is economically viable and provide the data necessary to make the decision of whether this concept should proceed into a design phase.

II. SCOPE OF SERVICES

Task No. 1 – Provide a Life Cycle Cost Analysis (LCCA) report for a baseline design and then compare the baseline design to three (3) options. Include a present value cost for a 25-year period and a simple payback for each option including the baseline.

A. Baseline: Do nothing – all 10 buildings currently identified stay stand alone
   - Update the energy model created in Phase 1 with actual building information to improve accuracy
   - Collect and use current maintenance costs (staff, contracts, parts, etc.) in LCCA
- Follow ASHRAE guidelines to complete utility bill analysis to include in LCCA. For buildings served by chillers, if specific data is required for the existing systems City will hire a sub-contractor to install temporary sub-meters to collect accurate data
- Conduct site visits to collect age of equipment and estimate capital cost replacement for LCCA

B. 10 Buildings on DCP as designed
- Assist City in securing letters of interest from County and State for their buildings to be part of the DCP loop
- Review building HVAC infrastructure to improve accuracy of estimate to tie each building into the loop
- Solidify piping path and costs by creating a plan and collecting rough order of magnitude budgets
- Support City in identifying potential sites for DCP and include real estate costs in LCCA

C. 10 Buildings on DCP with enhancements to Plant
- Conduct a LCCA with the following Plant enhancements to identify which are viable.
- Perform the analysis of each as stand-alone enhancements and then combined to give the best financially option available
  - Thermal ice storage tanks
  - Ground source
  - Sea water

D. 10 + private buildings on DCP
- Assist City by attending meetings with potential private owners interested in DCP
- Create new LCCA built on A-2 and A-3 (best combination only) when City identifies a new potential load from a private building
- Estimate the cost to build in this capacity

Task No. 2 – Estimate a cost to produce and sell the chilled water commodity.
- Operation cost review of Plant
- Estimate a cost to produce based on LCCA scenarios
- Suggest sale price equivalent to current market of other DCP in the region

Task No. 3 – Provide a thorough code review for building a district cooling plant in downtown St. Petersburg, FL.
- Perform codes and regulations review to summarize impacts based on the different options in A

Task No. 4 – Describe all rebate/grant/tax credit opportunities available for constructing a district cooling plant.
- Review availability and work into LCCA
- Include deadlines and other criteria

Task No. 5 – Support the City as they work to identify potential private building owners interested in being connected to the new cooling loop.
- Participate in the survey of potential customers
- Provide up to four (4) LCCA for potential interested private building owners that will compare their current equipment to connecting to the new cooling loop
- Present results in this report

Task No 6 – Produce bid documents for the City to run solicitation of businesses interested in building and operating a DCP
- Identify companies interested in bidding for such a project

Task No. 7 – Develop ideas of how this plant could expand towards the Tropicana Field site and new police station or be prepared for new customers in the downtown core.
- Assuming the redeveloped Tropicana site has the same load capacity of the current field
- Provide cost estimate figure that City can use to evaluate growth opportunities.
III. SCHEDULE
NTP + 4 weeks:
- Collect utility bills for 10 buildings and update model
- Conduct Site visits to collect age of equipment and estimate capital costs
- Work with City to identify real estate location
- Collect relevant data from other local plants

NTP + 4-8 weeks:
- Install electrical sub-meters where needed
- Solidify piping layout based on real estate location
- Research code and regulation impacts
- Research grant and rebate possibilities
- Start to meet with potential customers, as set up by City

NTP + 8-12 weeks:
- Analyze sub-meter data and adjust models
- Build model for Task 3
- Conduct PV calculations for Task 1 – 3
- Analyze and model potential customers
- Develop strategy for growth

NTP + 13–16 weeks:
- Deliver results to potential customers
- Produce draft report
- Start solicitation document

NTP + 17-24 weeks:
- Complete solicitation document
- Produce final report

NTP + 25-28 weeks:
- Present results to City

IV. A/E’S RESPONSIBILITIES
- A/E will provide engineering analysis and support for items in Section II Scope of Services
- A/E will attend meetings and presentations in support of the project
- A/E will respond to Council questions and comments

V. CITY’S RESPONSIBILITIES
- CITY will provide A/E with utility information for the buildings to be included in the analysis
- CITY will provide A/E with assistance in obtaining information on existing HVAC equipment
- CITY will provide access to facilities for purposes of the analysis
- CITY will assign a local project representative and point of contact to communicate and coordinate with the A/E
- CITY will hire an electrical contractor to install sub-meters on equipment to define the electrical load better, as required
VI. DELIVERABLES
- A/E will deliver updates and analyses monthly or more often as needed
- A/E will deliver four (4) hard copies to the local project representative, and e-mail electronic copies to the local project representative, the City Council Administrative Service Officer and each City Council member.
- A/E will deliver eleven (11) hard copies – two (2) to the local project representative and nine (9) to each of the City Council Administrative Service Officer, and e-mail electronic copies to the local project representative, the City Council Administrative Service Officer and each City Council member
- A/E will include clear descriptions of all data utilized, methodology utilized and assumptions made. All calculations, specifications and quotes will be included as well.

VII. A/E’S COMPENSATION
- Architecture, Structural, Energy, Mechanical, Electrical, Plumbing Engineering: $49,250, lump sum
- Please see attached Task Fee Breakdown

VIII. PROJECT TEAM
- Griner Engineering

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.

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

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________  By: ________________________________
Chandrahasa Srinivasa                      Brejesh Prayman, P.E., ENV SP, Director
City Clerk                                  Engineering & Capital Improvements

(SEAL)                                      DATE: ________________________________

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY’S OFFICE

By: ________________________________
City Attorney (Designee)
Griner Engineering Inc.  
(Company Name)

By: ________________________________  
(Signature)

Joseph H. Griner III, President  
(Printed Name and Title)

Date: ________________________________

WITNESSES:

By: ________________________________  
(Signature)

__________________________________  
(Printed Name)

By: ________________________________  
(Signature)

__________________________________  
(Printed Name)
### St. Petersburg District Cooling Phase II

#### Engineering Fee Breakdown

**2/1/2017**

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| **A.2. Buildings on DCP as Designed** | | | |
| Mechanical | | | |
| Clerical | 8 | 40 | $320 |
| Drafter | 20 | 50 | $1,000 |
| Designer | 0 | 65 | $0 |
| Engineer | 100 | 75 | $7,500 |
| Principal | 8 | 125 | $1,000 |
| **Subtotal** | | | $9,820 |

| **A.3. 10 Buildings on DCP with Enhancements to the Plant** | | | |
| Mechanical | | | |
| Clerical | 8 | 40 | $320 |
| Drafter | 20 | 50 | $1,000 |
| Designer | 0 | 65 | $0 |
| Engineer | 60 | 75 | $4,500 |
| Principal | 4 | 125 | $500 |
| **Subtotal** | | | $6,320 |

| **A.4. 10 + Private Buildings on DCP** | | | |
| Mechanical | | | |
| Clerical | 10 | 40 | $400 |
| Drafter | 20 | 50 | $1,000 |
| Designer | 0 | 65 | $0 |
| Engineer | 60 | 75 | $4,500 |
| Principal | 4 | 125 | $500 |
| **Subtotal** | | | $6,400 |

| **B. Cost to Produce and Sale Price** | | | |
| Mechanical | | | |
| Clerical | 6 | 40 | $240 |
| Drafter | 0 | 50 | $0 |

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**C. Code Review**

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**D. Rebate/Grant/Tax Credit Opportunities**

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### ESTIMATED COST FOR DESIGN PERSONNEL

**Project:** District Cooling Plant Amendment No. 1  
**Project No.:**

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**DESIGN PERSONNEL COST TOTAL:** $16,000
TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Lisa Wheeler Bowman, Councilmember, Amy Foster, Councilmember, and Charlie Gerdes, Councilmember-Alternate

RE: Housing Services Committee Meeting of February 16, 2017

New Business:

**Update of the Sale of Jordan Park Housing Development, Brett Pettigrew, Assistant City Attorney**

Mr. Pettigrew discussed with the Committee that he received good news on the closing on Jordan Park. He said that the process took longer than expected because of the involvement of various agencies. A closing was supposed to have happened on February 2, 2017, and a new decision was reached to close on March 31, 2017.

**Action:** A motion was made to accept the March 31, 2017 closing date.

**Report of Available Community Development Block Grant (CDBG) funding that can be reallocated to capital projects, Mike Dove, Neighborhood Services Administrator**

Mr. Dove discussed that the Housing and Community Development Department provides information on budgeted versus actual expenditures each month, but thought that a discussion on the availability of CDBG funds and what is planned for the use of those funds moving forward. He discussed the remaining balance in the Rental Rehabilitation line item and provided information that staff is working with representatives of the Merriweather Building to see if CDBG and HOME funding can be leveraged to assist with the redevelopment of the historic facility. Discussions are at a preliminary stage and we will know at a later date what may or may not be possible.

Mr. Dove further discussed unobligated funding that resulted from having funded agencies that had a project to implement and decided not to move forward, funding that resulted from recapture of those funds, and funding that resulted from the City receiving program income from projects that were implemented in previous year that are paying back a loan. He discussed the First Tee project and its need for an additional $87,500 to move forward with implementation, and the difficulty it had with trying to secure bids. First Tee had to contend with a fuel tank located on the property and how to safeguard the tank in proximity to the proposed building that is being constructed. The City receive clearance from the U.S. Department of Housing and Urban Development (HUD), after complying with HUD’s environmental review requirements. Mr. Dove discussed that an Annual Action Plan amendment will be presented at a public hearing on April 6, 2017 to allocate the $87,500 in CDBG funding to move forward with the construction of the project.

Mr. Dove also discussed that in the future, agencies with capital projects may receive funding for its architectural and engineering during the first year of funding with construction to follow during the second year. He further discussed that staff has also been working with the Engineering Department to discuss funding for sidewalk repairs and replacement and to provide a project in the City’s Annual Action Plan.
where funding will be placed as it becomes available to address the need for sidewalk replacements in the South St. Petersburg CRA. Mr. Dove reported that we are currently in compliance with HUD’s timeliness requirements.

Chair Nurse asked whether shipping containers are eligible for CDBG assistance being that they build them in the City of St. Petersburg, but they are taken to Pinellas Hope to provide new homes for the homeless. Mr. Dove responded that he would follow-up with the Chair at a later date.

Councilmember Foster discussed that she would like changes to the way in which funds are allocated, to include the changes that can be made to insure projects are shovel ready. She did not initially approve of First Tee, but have decided to support the project since other projects are not ready. She would like to see a larger pool of projects in the future.

Councilmember Wheeler-Bowman asked about the 22nd Street South Lighting and Landscaping project and whether funding could be utilized to assist the project. Mr. Dove responded that the project was pulled because the bids response were excessive.

**Action:** No action taken.

**Conveyance of Properties to Bright Communities Trust, Inc. Stephanie Lampe, Sr. Housing Development Coordinator**

Ms. Lampe discussed and provided a PowerPoint presentation of the Neighborhood Stabilization Program (NSP). The purpose for funding NSP was to eliminate blighting conditions brought on by the housing foreclosure crisis, and to stabilize the neighborhoods impacted. She provided before and after pictures of properties that were acquired, rehabilitated, demolished, and constructed. She also discussed that the City utilized some NSP funding to assist the Codes Compliance Assistance Department with demolitions of properties that were causing blighting conditions.

Ms. Lampe discussed the development of multi-family units (Burlington Gardens & Fountain-view Apartments) that were redeveloped in partnership by Boley Centers and Catholic Charities. The units were redeveloped to provide housing for persons/households whose incomes were at or below 50% of area median income.

Ms. Lampe provided information on the number of new single-family units constructed, existing single-family units rehabilitated, the number of multi-family units redeveloped, and the number of vacant land that remains in the City’s land bank.

Ms. Lampe proceeded to discuss that the City has four (4) properties that are to be conveyed to Bright Communities Trust. Units placed in the Trust will keep them affordable for many years into the future. She discussed one unit that has been constructed that will be conveyed to the Trust to be rented to households whose incomes are at or below 50% of area median income to help us meet the 25% set aside.

Vice-Chair Rice asked how does the land trust work and how does an owner receive their equity if they sell. Mr. Anthony Jones, President of Bright Communities Trust responded that the Trust acquires properties from local communities and from the National Land Trust. He also provided that an owner can build some equity of 3% per year. However, if the owner decides to sell during the first two years, they will receive no equity. This is to ensure that flipping of properties is not encouraged.

**Action:** A motion was made to recommend the item be presented to Full Council for approval.
Skinny Houses, Shawn Amarani, City Development Administration

Mr. Amarani began his presentation with a PowerPoint and by discussion that over the past eight months he has heard about the lack of affordable housing. He disclosed that for economic development activities there must be residential growth. He said that two months prior, Chair Nurse discussed with him his interest in him providing a discussion on Skinny Homes and how they meet the requirements of affordable housing with floor plans of 3 bedrooms two bathroom homes. Cities where skinny homes are constructed includes San Francisco, Portland, and Seattle, among others. The square footage ranges between 1400 – 2000 square feet, and are mostly two stories.

Mr. Amarani discussed the advantages and disadvantages of having skinny houses. The discussion included how skinny homes can work in NT-5 zoning code. It included that skinny homes are intended for large developments of 50 units or more, with a minimum lot width of 20 feet, and a setback with a 2 feet minimum and 3 feet maximum. The setback of the home in the front yard is 12 feet minimum and 5 feet with a front porch.

Chair Nurse discussed that the assumption is to prepare an Ordinance Change and go neighborhood to neighborhood and come back with an approval. His interest is Midtown where there are many vacant lots. Mr. Derek Kilborn, Planning Manager responded that the item will be presented to the Development Review Commission (DRC) to confirm it is consistent with the Comprehensive Plan and rezone the areas. It will require two public hearings and will be forwarded to the State of Florida. Mr. Kilborn continued that there is a second effort to review the City’s zoning and this may be synchronized with that initiative.

There were further discussions that skinny homes can only be constructed in districts with alley ways. Additionally, there were discussions about neighborhoods where lot sizes were 45 feet that will be turned to 20 feet, which will result in discussions of this detracting from the characteristics of the neighborhood.

Committee Members discussed the need to personally go into the neighborhoods and discuss this issue with residents and neighborhood associations, prior to its roll out. Committee Members also discussed that the Southside CRA have been asked for input and that, to date, there has been no feedback. The consensus was that the City needs to receive feedback from the Community Advisory Board prior to moving forward with implementation.

A question was asked of how much time staff needs to prepare and finalize a plan. The response was that the proposal will be presented to the DRC in a workshop setting.

Action: A motion was made to request a workshop of the DRC to discuss the item prior to going to City Council.

Next meeting: The next meeting is scheduled to be held on March 23, 2017 beginning at 10:30 a.m.

Topics:

Topics to be determined at a later date.

Committee Members
Karl Nurse, Chair
Darden Rice, Vice-Chair
Lisa Wheeler-Bowman, Councilmember
Amy Foster, Councilmember
Charlie Gerdes, Councilmember-Alternate
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO: 1) CONVEY 2 VACANT CITY-OWNED NSP-3 LOTS LOCATED AT 807 14TH AVENUE SOUTH AND 4119 13TH AVENUE SOUTH FOR $1 EACH TO BRIGHT COMMUNITY TRUST, INC. AS TRUSTEE OF THE PINELLAS COUNTY HOUSING PROGRAM LAND TRUST – SINGLE FAMILY 1, DATED JUNE 1, 2010 (“BCT”) FOR THE PURPOSE OF USING THE PROPERTIES FOR THE IMPLEMENTATION OF THE BCT RENTAL PROGRAM; 2) CONVEY THE CITY-OWNED NSP-3 CONSTRUCTED HOME LOCATED AT 868 15TH AVENUE SOUTH TO BCT FOR THE APPRAISED VALUE OF $90,000 FOR USE FOR THE BCT RENTAL PROGRAM; 3) CONVEY 2 CITY-OWNED NSP-1 VACANT LOTS LOCATED AT 2660 3RD AVENUE SOUTH AND 931 57TH AVENUE NORTH TO BCT FOR $1 EACH FOR THE PURPOSE OF USING THE PROPERTIES FOR THE IMPLEMENTATION OF THE BCT HOME OWNERSHIP PROGRAM; 4) NEGOTIATE AND PROVIDE THREE 0% INTEREST NEIGHBORHOOD STABILIZATION PROGRAM (“NSP”) DEVELOPER LOANS IN THE AMOUNT OF $163,684 EACH ($491,052 CUMULATIVE) TO BCT FOR THE DEVELOPMENT OF NEW SINGLE FAMILY HOMES ON 3 OF THE 4 CITY OWNED VACANT NSP LOTS CONVEYED TO BCT, AND 5) NEGOTIATE AND PROVIDE A 0% INTEREST $90,000 FORGIVEN LOAN FOR ACQUISITION OF THE CITY-OWNED NSP-3 CONSTRUCTED HOME LOCATED AT 868 15TH AVENUE SOUTH TO BCT, SUBJECT TO COMPLIANCE WITH ALL OF THE APPLICABLE NSP-1 AND NSP-3 PROGRAM GUIDELINES IN ORDER TO PROVIDE LONG TERM AFFORDABILITY OF THE PROPERTIES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Neighborhood Stabilization Program-1 (“NSP-1”) was authorized under Section 2301 (b) of the Housing and Economic Recovery Act of 2008 (“HERA”) to stabilize and revitalize communities hit hardest by the negative impact of the nation’s economic decline and housing market collapse; and

WHEREAS, on March 3, 2009, the City executed an Agreement with the U.S. Department of Housing and Urban Development (“HUD”) which enabled the City to receive $9,498,962 in NSP-1 funds which were fully committed by September 3, 2010; and
WHEREAS, the NSP-1 Program required that each grantee use at least 25% of the total NSP-1 grant, plus program income for the purchase and redevelopment of abandoned and foreclosed upon residential properties to house very-low income individuals or families with incomes at or below 50% of the area median income (“the LH25 Requirement”); and

WHEREAS, the City of St. Petersburg met and exceeded the LH25 Requirement for the NSP-1 grant with the help of Boley Centers who acquired two vacant, foreclosed apartment complexes (Burlington Gardens and Fountain View), fully renovated the units, and is renting them in compliance with the NSP-1 Program; and

WHEREAS, the Neighborhood Stabilization Program-3 (“NSP-3”) was authorized under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) to mitigate the negative impact of the nation’s economic decline and housing market collapse and to stabilize and revitalize the communities hardest hit; and

WHEREAS, on March 10, 2011, the City executed an Agreement with HUD which enabled the City to receive $3,709,133 in NSP-3 funds which were fully expended by March 2014; and

WHEREAS, the NPS-3 Program also requires that each grantee meet the LH25 Requirement for the amount of the grant plus any program income generated; and

WHEREAS, the City of St. Petersburg has only partially met the LH25 Requirement for the NSP-3 program income generated; and

WHEREAS, Bright Communities Trust, Inc. as Trustee of The Pinellas County Housing Program Land Trust – Single Family 1, Dated June 1, 2010 (“BCT”) applied to the City under the 2016 Consolidated Plan process requesting that the City fund BCT under 3 different strategies that will assure preservation of the affordability of city-owned NSP lots by using BCT’s ground lease model; and

WHEREAS, the 1st proposed Strategy would allow BCT to place NSP property in the land trust and then construct and operate single family rental units for households with incomes at or below 50% AMI using NSP – 3 or federal HOME Investment Partnership (“HOME”) funds: and

WHEREAS, the 2nd proposed Strategy would allow BCT to place NSP property in the land trust and construct and sell homes to households with incomes at or below 80% AMI when using HOME funds; and

WHEREAS, the 3rd proposed Strategy would allow BCT to place NSP property in the land trust and to construct and sell homes to households with incomes at or below 120% AMI using NSP funding; and
WHEREAS, the HOME funding for the 1st and 2nd proposed Strategies was approved as part of the 2016 Consolidated Annual Action Plan by City Council at its Public Hearing held on July 21, 2016 and approved by HUD on November 15, 2016; and

WHEREAS, the NSP funding for the 1st and 3rd proposed Strategies has not been approved; and

WHEREAS; the NSP funding and authorizations required for the implementation of the 1st proposed Strategy which will assist the City in meeting its NSP-3 LH25 Requirement and the 3rd Strategy which will assist the City in meeting the goals of the NSP Programs have been requested by the Administration.

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: 1) convey 2 vacant City-owned NSP-3 lots located at 807 14th Avenue South and 4119 13th Avenue South for $1 to Bright Community Trust, Inc. as Trustee of The Pinellas County Housing Program Land Trust – Single Family 1, Dated June 1, 2010 (“BCT”) for the purpose of using the properties for the implementation of the BCT Rental Program; 2) convey the City-owned NSP-3 constructed home located at 868 15th Avenue South to BCT for the appraised value of $90,000 for use for the BCT Rental Program; and 3) convey 2 City-owned NSP-1 vacant lots located at 2660 3rd Avenue South and 931 57th Avenue North to BCT for $1 each for the purpose of using the properties for the implementation of the BCT Home Ownership Program; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized: 1) to negotiate and provide three 0% interest Neighborhood Stabilization Program (“NSP”) Developer Loans in the amount of $163,684 each ($491,052 cumulative) to BCT for the development of new single family homes on 3 of the 4 City-owned vacant NSP lots conveyed to BCT, and 2) to negotiate and provide a 0% interest forgiven $90,000 acquisition loan for the City-owned NSP-3 constructed home located at 868 15th Avenue South to BCT, subject to compliance with all of the applicable NSP-1 and NSP-3 program guidelines in order to provide long term affordability of the properties; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

LEGAL: 

City Attorney (Designee)

HOUSING & COMMUNITY DEVELOPMENT:

Joshua Johnson, Director

Legal: 00306342.doc V. 4
RESOLUTION NO. 2017-________

A RESOLUTION EXTENDING THE DEADLINE FOR CLOSING IMPOSED BY THE TERMINATION AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JORDAN PARK DEVELOPMENT PARTNERS, LTD., THAT WAS APPROVED BY CITY COUNCIL ON DECEMBER 1, 2016; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE TERMINATION AGREEMENT WITH SUCH A MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jordan Park Apartments is an affordable housing facility with ancillary services that provides public housing to 237 very-low- and low-income households in St. Petersburg (“Jordan Park”); and

WHEREAS, from 2000–2002, Jordan Park was extensively redeveloped in accordance with a series of agreements involving the City of St. Petersburg, Florida, (the “City”); the Housing Authority of the City of St. Petersburg, Florida, (the “Authority”); and Jordan Park Development Partners, Ltd., (the “Developer”); and

WHEREAS, in July 2016, the Authority notified the City that the Authority was preparing to acquire the Developer’s interest in Jordan Park and requested that the City provide certain approvals that were necessary for that acquisition to proceed; and

WHEREAS, on December 1, 2016, City Council approved resolution 2016-557 (the “Original Resolution”), which provided the approvals from the City that were necessary for the Authority to complete its acquisition of Jordan Park from the Developer; and

WHEREAS, one of the approvals provided by the Original Resolution concerned a new agreement between the City and the Developer (the “Termination Agreement”), which was intended to terminate, cancel, and release certain obligations imposed upon the Developer in 2000 as part of the redevelopment; and

WHEREAS, the Termination Agreement reflected the Authority’s belief that the acquisition of Jordan Park would proceed quickly and effectively imposed a February 1, 2017 deadline for the closing; and
WHEREAS, the transaction has not moved as quickly as anticipated by the Authority, and when the Authority notified the City, on February 10, 2017, that it was ready to move proceed with closing, the February 1st deadline imposed by the Termination Agreement had already passed;

WHEREAS, the Authority has requested that the City extend the deadline for closing imposed by the Termination Agreement to March 31, 2017; and

WHEREAS, Administration recommends approval of such extension so that the Authority’s acquisition of Jordan Park from the Developer can proceed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby approves extending the deadline imposed by the Termination Agreement for the Authority to close on its acquisition of Jordan Park from the Developer from February 1, 2017, to March 31, 2017.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Termination Agreement with section 9 modified to reflect that new deadline.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]

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

Absent: Councilmember Darden Rice.

Also: Chief Assistant City Attorney, Jeannine Williams; City Administrator, Gary Cornwell; City Council Vice-Chair, Lisa Wheeler-Bowman; Finance Director, Anne Fritz; City Auditor, Bradley Scott; Treasurer, Thomas Hoffman, City Comptroller, Andrea Langhans; Budget Analyst, Jim Chisim; Chief, Dean Adamides and Senior Deputy City Clerk, Cathy E. Davis.

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

B. Approval of Agenda
In connection with the approval of the February 9th meeting agenda, Councilmember Gerdes motioned that the agenda be approved as submitted. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Montanari (alt). Nays. None. Absent. Rice.

C. Approval of Minutes
1. January 26, 2017
In connection with the approval of the January 26th meeting minutes, Councilmember Gerdes motioned that the minutes be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Montanari (alt). Nays. None. Absent. Rice.

D. New/Deferred Business
1 a. Weeki Wachee List – Childs Park Lake Project
1 b. Quarterly Financial Reports (Fritz/Greene)

Ms. Fritz reviewed the Quarterly Investment Report dated December 31, 2016 supplied in the backup and supported with a PowerPoint presentation. Ms. Fritz started with page 6, a summary of the quarterly investment report. Ms. Fritz advised that it states a book value of $625.2 million with a market value of $627.2 million with just a little of a $2 million market value gain. The internally managed portfolio has a small market value loss which was expected given that the rates went up in December at the Federal Reserve.

Ms. Fritz noted on page 12, the liquidity disclosure, we are positioned for higher rates because we have a large amount of maturities coming this year, because of that, we will be able to reinvest that at higher rates. Ms. Fritz mentioned that she expects rates to continue to go up a couple of times this year. We are well within our liquidity exposure.

Ms. Fritz reviewed Index Funds, committee members commented on discussions had at the Investment Oversight Committee meeting last week. Committee member Gerdes commented on the positive returns. Ms. Fritz reviewed dividends on page 14, which have pulled in over $1 million. Ms. Fritz discussed the twelve months of earnings of $7.9 million or 1.58% average over that period.

Ms. Fritz discussed updates to graph’s in the debt section to make it easier to read and understand. Ms. Fritz reviewed aspects of debt in the report and addressed committee member’s questions and comments. Mr. Greene assisted with answering debt questions relative to the 50/50 split. Pensions funding on page 43, 12 month change, had positive increases in all three funds from a percentage funding perspective using both methodologies.

Weeki Wachee, investments are in the alternative plan, invested by Graystone, from a funding perspective now have just under $1 million and have declined due to projects. Ms. Fritz discussed report from Graystone and market value changes.

Ms. Fritz reminded committee members that the quarter reflects revenue from property taxes. Committee member Gerdes commented on a report that came out that identified St. Petersburg as the most fiscally healthy city in the State of Florida and 23rd in the U.S. Committee member Gerdes thanked all those who work to make that possible. Mr. Gerdes stated he was grateful to Ms. Fritz and Mr. Greene and their staff for their efforts.

1 b. cont. Quarterly Budgetary Analysis (Greene)

Mr. Greene mentioned that this team reformatted the stoplight report to better reflect anticipated uses of resources and how they are used. Mr. Greene mentioned that his team takes the actuals from finance and project out what they think the end of FY17 will look like based on the actuals through the end of December 31, 2016. Mr. Greene discussed revenues and actuals and reviewed the PowerPoint with the Committee.

E. Upcoming Meetings Agenda Tentative Issues

1. February 23, 2017
   a. 2017 Management Evaluation (Scott)
   b. Quarterly Grant Reports (Ojah-Maharaj)

2. March 9, 2017
   a. Property Insurance Renewals (Mazzola/Guella)
   b. External Audit (Fritz)

G. New Business Item Referrals

H. Adjournment

There being no further business, the meeting was adjourned at 9:00 a.m.
Present: Committee Members - Chair James R. “Jim” Kennedy, Jr., Vice-Chair Charles Gerdes and Darden Rice.

Absent: Committee Member Karl Nurse and Ed Montanari (alternate).

Also: Chief Assistant City Attorney, Jeannine Williams; City Administrator, Gary Cornwell; City Council Vice-Chair, Lisa Wheeler-Bowman; Councilmembers Amy Foster, Steve Kornell, City Auditor, Bradley Scott; Budget Director, Tom Greene; Grant Coordinator Shrimatee Ojah-Maharaj; Procurement Analyst, Michael Schlesinger; Chief, Dean Adamides and Senior Deputy City Clerk, Cathy E. Davis.

A. Call to Order

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

B. Approval of Agenda

In connection with the approval of the February 23rd meeting agenda, Councilmember Gerdes motioned that the agenda be approved as submitted. All were in favor of the motion. Ayes. Kennedy. Gerdes. Rice. Nays. None. Absent. Nurse. Montanari (alt).

C. Approval of Minutes

1. February 9, 2017

In connection with the approval of the February 9th, meeting minutes, Councilmember Gerdes motioned that the minutes be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Rice. Nays. None. Absent. Nurse. Montanari (alt).

D. New/Deferred Business

1 a. 2017 Management Evaluation (Scott)

Mr. Scott discussed the four Water Resources Management Evaluation proposals, noting that all four proposals included the addition of an employee survey. Backup material included a proposal from each vendor and the matrix spreadsheet comparing pertinent aspects of each proposal. The Office of the
Auditor reviewed the financial statements submitted by each firm and Mr. Scott commented on their findings. Mr. Scott discussed with the committee the due diligence conducted by his office and the Procurement Department. Committee members commented on the proposals and questions were addressed as they related to the information found during the due diligence process. Ms. Williams commented on proposal’s that included exceptions to the City’s base agreement. Committee members asked several questions and made comments. Mr. Tankersley was asked to comment on our best practices, how Florida specific regulations might impact a proposer’s ability to provide this service.


2 b. Quarterly Grant Reports (Ojah-Maharaj)

Ms. Ojah-Maharaji reviewed with the committee backup material and a PowerPoint presentation related to the FY17 Q1 Grants Report. Highlights included: FY17 Q1 to Date, the City has received 9 grants totaling $1,434,295, this total does not included HUD Funds for CDBG, HOME, ESG which are expected in April of 2017. This same period in FY16 received 10 grants totaling $8,085,097. Ms. Ojah-Maharji reviewed a 17 and 10 year historical prospective of grants received and discussed the key elements of the Grants Working Group. The group reviewed 14 grants in Q1, receiving 1 and awaiting the results of 11. Also discussed were the recently received grants and the Five Point strategy. Ms. Ojah-Maharji and Mr. Greene answered questions posed by the committee and agreed to follow-up as requested.

Mr. Green spoke to the language included in the backup for reporting future on-going contractual, replacement or annual maintenance costs, if the estimate of these future expenses exceeds $100,000 additional reporting to City Council is required. This policy would be included in the administrative policy and procedures manual. The committee had no questions or discussion related to this language and posed no opposition to it being added to administrative policy.

E. Upcoming Meetings Agenda Tentative Issues

1. March 9, 2017
   a. Property Insurance Renewals (Mazzola/Guella)
   b. External Audit (Fritz)

2. March 23, 2017
   a. 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. (Kornell)
   b. Management Evaluations Presentations (Scott)
F. New Business Item Referrals

Pending/Continuing Referrals

Mr. Kennedy reviewed the referrals list commenting on the Police Headquarters item not having a note as to the action needed to be taken by the committee. Ch. Adamides agreed to follow-up on that item. Mr. Kennedy asked staff to work on filling in TBD dates.

Weeki Wachee Project list item Childs Park Lake Project can be removed.

F. Adjournment

There being no further business, the meeting was adjourned at 10:38 a.m.
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL
APPROVING THE RECOMMENDATION OF
THE BUDGET, FINANCE AND TAXATION
COMMITTEE TO REMOVE THE CHILDS PARK
LAKE PROJECT FROM THE WEEKI WACHEE
PROJECT LIST; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, City Council adopted Article IV, Chapter 21, which created procedures and criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee property; and

WHEREAS, Section 21-120(a), City Code, requires that removal of projects from the Weeki Wachee project list are processed in the same manner as projects are added to the project list which includes a recommendation in writing to City Council and referral to and recommendation from the Budget, Finance and Taxation Committee; and

WHEREAS, a City Council member recommended in writing the removal of the Childs Park Lake Project (Project) from the Weeki Wachee project list and the Budget, Finance and Taxation Committee recommends that the Project is removed from the Weeki Wachee project list.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the recommendation of the Budget, Finance and Taxation Committee to remove the Childs Park Lake Project from the Weeki Wachee project list is hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

_____________________________
City Attorney (designee)
00308291
RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $2,545,000 NON-AD VALOREM REVENUE NOTE, SERIES 2017A TO FINANCE THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO THE CITY’S MARINA, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS AND NOT TO EXCEED $3,290,000 NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2017B TO REFUND THE CITY’S OUTSTANDING LOAN RELATED TO FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2007, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT SUCH NOTES SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF SUCH NOTES; DESIGNATING AN ESCROW AGENT AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THERewith; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "Issuer") and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. In addition, the following terms,
unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.


"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer.

"City Clerk" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Notes pursuant to Section 10 hereof.

"Finance Director" shall mean the Finance Director of the Issuer, or her designee.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Issuer" shall mean the City of St. Petersburg, Florida, a municipal corporation of the State of Florida.

"2017A Maturity Date" shall mean July 1, 2031.

"2017B Maturity Date" shall mean July 1, 2022.

"Mayor" shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Finance Director to execute certificates, agreements and all other documents in connection with the issuance of the Notes.

"Non-Ad Valorem Revenues" shall mean all legally available revenues of the Issuer other than ad valorem tax revenues.

"2017A Note" shall mean the Issuer’s Non-Ad Valorem Revenue Note, Series 2017A authorized by Section 4 hereof.
"2017B Note" shall mean the Issuer’s Non-Ad Valorem Refunding Revenue Note, Series 2017B authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Notes" shall mean, collectively, the 2017A Note and 2017B Note.

"Original Purchaser" shall mean TD Bank, N.A.

"Owner" or "Owners" shall mean the Person or Persons in whose name or names the Notes shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Permitted Lender" shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the 2017A Note on deposit in the Project Fund as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, the office located at 2307 W. Kennedy Boulevard, Tampa, Florida, 33609, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Project" shall mean the acquisition, construction, reconstruction and equipping of various capital improvements to the Issuer’s Marina.

"Project Fund" shall mean the Project Fund established with respect to the 2017A Note pursuant to Section 11 hereof.

"Resolution" shall mean this Resolution, pursuant to which the Notes are authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

**Section 3: Findings.**

(A) For the benefit of its citizens, the Issuer finds, determines and declares that (i) it is beneficial for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance the costs of the Project and (ii) it is in the best financial interests of the
Issuer to provide funds, together with other legally available funds of the Issuer, to refinance the Issuer’s loan related to the 2007 Bonds.

(B) Debt service on the Notes will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Notes herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Notes shall not constitute a lien on any property owned by or situated within the city limits of the Issuer other than the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Notes and all other payment obligations hereunder.

(E) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on December 15, 2016 for financing the costs of the Project and refinancing the Issuer’s loan related to the 2007 Bonds and, and receiving multiple responses complying with the structure described in such request, has selected the Original Purchaser to purchase the Notes.

(F) In consideration of the purchase and acceptance of the Notes authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Purchaser or any subsequent Owners.

Section 4: Authorization of Notes, Project and Refinancing. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the “City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2017A” is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed $2,545,000 for the purpose of financing the costs of the Project, and paying the costs of issuing the 2017A Note. The use of the proceeds of the 2017A Note as heretofore described is authorized. The Project is also hereby authorized.

Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the “City of St. Petersburg, Florida Non-Ad Valorem Refunding Revenue Note, Series 2017B” is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed $3,290,000, together with other legally available funds of the Issuer, for the purpose of refinancing the Issuer’s loan related to the 2007 Bonds, and paying
the costs of issuing the 2017B Note. The use of the proceeds of the 2017B Note as heretofore described and the refinancing heretofore described is also authorized.

Because of the characteristics of the Notes, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Notes, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Notes at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Notes, the Issuer shall receive from the Original Purchaser a Purchaser’s Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

**Section 5: This Resolution to Constitute Contract.** In consideration of the acceptance of the Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners.

**Section 6: Description of the Notes.** The 2017A Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) **2017A Interest Rate.** The 2017A Note shall have a fixed interest rate equal to 2.80% per annum (subject to adjustment upon the occurrence of certain events as provided in the 2017A Note) calculated on a 30/360-day basis.

(B) **2017A Principal and Interest Payment Dates.** Interest on the 2017A Note shall be paid semi-annually on each January 1 and July 1, commencing July 1, 2017. Principal on the 2017A Note shall be paid in the amounts and on the dates set forth in the 2017A Note with a final maturity date of the 2017A Maturity Date.

(C) **Prepayment of the 2017A Note.** The 2017A Note shall be subject to prepayment as described in the 2017A Note.

(D) **Form of the 2017A Note.** The 2017A Note is to be in substantially the form set forth in Exhibit A-1 attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) **Original Denomination of the 2017A Note.** The 2017A Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

The 2017B Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:
(F) **2017B Interest Rate.** The 2017B Note shall have a fixed interest rate equal to 1.76% per annum (subject to adjustment upon the occurrence of certain events as provided in the 2017B Note) calculated on a 30/360-day basis.

(G) **2017B Principal and Interest Payment Dates.** Interest on the 2017B Note shall be paid semi-annually on each January 1 and July 1, commencing July 1, 2017. Principal on the 2017B Note shall be paid in the amounts and on the dates set forth in the 2017B Note with a final maturity date of the 2017B Maturity Date.

(H) **Prepayment of the 2017B Note.** The 2017B Note shall be subject to prepayment as described in the 2017B Note.

(I) **Form of the 2017B Note.** The 2017B Note is to be in substantially the form set forth in Exhibit A-2 attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(J) **Original Denomination of the 2017B Note.** The 2017B Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

**Section 7: Execution and Delivery of Notes.** The Notes shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Notes shall cease to be such officer or officers of the Issuer before the Notes so signed and sealed shall have been actually sold and delivered, such Notes may nevertheless be sold and delivered as if the persons who signed or sealed such Notes had not ceased to hold such offices. The Notes may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Notes shall hold the proper office, although at the date of such execution of the Notes such person may not have held such office or may not have been so authorized.

**Section 8: Registration and Exchange of the Notes; Persons Treated as Owners.** The Notes are initially registered to the Original Purchaser. So long as the Notes shall remain unpaid, the Issuer will keep books for the registration and transfer of the Notes. The Notes shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers, in whole or in part, or enter into participation agreements or securitization transactions with respect to the Notes; provided, however, such transfers shall be only to Permitted Lenders and the Notes may not be transferred in a denomination of less than $100,000 (or the total principal amount outstanding thereunder if less than $100,000).
The Persons in whose name the Notes shall be registered shall be deemed and regarded as the absolute Owners thereof for all purposes, and payment of principal and interest on such Notes shall be made only to or upon the written order of the Owners. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes to the extent of the sum or sums so paid.

**Section 9: Payment of Principal and Interest; Limited Obligation.** The Issuer promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. On parity and equal status with each other, the Notes are secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Notes shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Notes issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Notes, or be entitled to payment of such Notes from any funds of the Issuer except from the Pledged Revenues as described herein.

**Section 10: Covenant to Budget and Appropriate.** (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Notes not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 19 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owners of the Notes a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted,
appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad" valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Notes nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Notes to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2017A and Non-Ad Valorem Refunding Revenue Note, Series 2017B Debt Service Fund," which fund shall be a trust fund held by the Finance Director, which shall be held solely for the benefit of the Owners of the Notes. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owners of the Notes, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Notes, on parity and equal status with each other.
Section 11. Application of Proceeds of Notes; Approval of Escrow Agent and Escrow Deposit Agreement.

(A) The proceeds received from the sale of the 2017A Note shall be applied by the Issuer simultaneously with the delivery of the 2017A Note to the Original Purchaser, as follows:

(1) To the extent not reimbursed therefor by the Original Purchaser of the 2017A Note, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2017A Note;

(2) Remaining proceeds shall be deposited in the Project Fund.

The Issuer covenants and agrees to establish a special fund to be designated "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2017A, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the 2017A Note. Costs of the Project will be paid from the Project Fund.

(B) The proceeds received from the sale of the 2017B Note shall be applied by the Issuer simultaneously with the delivery of the 2017B Note to the Original Purchaser, as follows:

(1) To the extent not reimbursed therefor by the Original Purchaser of the 2017B Note, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2017B Note.

(2) A sum specified in the Escrow Deposit Agreement that, together with other legally available funds of the Issuer, shall be sufficient to pay the principal of and interest on the loan made to the Issuer from proceeds of the 2007 Bonds, shall be deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement.

Simultaneously with the delivery of the 2017B Note to the Original Purchaser, the Issuer shall enter into the Escrow Deposit Agreement with the U.S. Bank National Association, Orlando, Florida (the “Escrow Agent”) which shall provide for the deposit of sums, to be held uninvested, in an amount sufficient to make all the payments described in the Escrow Deposit Agreement. U.S. Bank National Association, Orlando, Florida is hereby appointed as Escrow Agent with respect to the loan made to the Issuer from proceeds of the 2007 Bonds. The execution of the Escrow Deposit Agreement in substantially the form attached hereto as Exhibit D is hereby approved, and the execution of the Escrow Deposit Agreement by the Mayor is hereby authorized, to be attested by the City Clerk, the form and correctness of which to be approved by the City Attorney. At the time of execution of the Escrow Deposit Agreement, the
Issuer shall furnish to the Escrow Agent named therein appropriate documentation to
demonstrate that the sums being deposited will be sufficient for such purposes.

On the date of issuance of the 2017B Note, the Issuer may transfer funds which
secured the loan made to the Issuer from proceeds of the 2007 Bonds and are legally available
therefor to the Escrow Agent to be held on behalf of the Issuer and to be used pursuant to the terms
of the Escrow Deposit Agreement.

Section 12: Tax Covenant. The Issuer covenants to the Owners of the Notes
provided for in this Resolution that the Issuer will not make any use of the proceeds of the Notes
at any time during the term of the Notes which, if such use had been reasonably expected on the
date the Notes were issued, would have caused such Notes to be "arbitrage bonds" within the
meaning of the Code. The Issuer will comply with the requirements of the Code and any valid
and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of
interest on the Notes from the gross income of the holders thereof for purposes of federal income
taxation.

Section 13: Amendment. This Resolution shall not be modified or amended in
any respect subsequent to the issuance of the Notes, except with the written consent of the
Owners of a majority in outstanding principal amount of the Notes.

Section 14: Limitation of Rights. With the exception of any rights herein
expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or
the Notes is intended or shall be construed to give to any person other than the Issuer and the
Owners any legal or equitable right, remedy or claim under or with respect to this Resolution or
any covenants, conditions and provisions herein contained; this Resolution and all of the
covenants, conditions and provisions hereof being intended to be and being for the sole and
exclusive benefit of the Issuer and the Owners.

Section 15: Notes Mutilated, Destroyed, Stolen or Lost. In case the Notes shall
become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver new Notes of
like tenor as the Notes so mutilated, destroyed, stolen or lost, in exchange and in substitution for
such mutilated Notes, or in lieu of and in substitution for the Notes destroyed, stolen or lost and
upon the Owners furnishing the Issuer proof of ownership thereof and indemnity reasonably
satisfactory to the Issuer and complying with such other reasonable regulations and conditions as
the Issuer may prescribe and paying such expenses as the Issuer may incur. The Notes so
surrendered shall be canceled.

Section 16: Impairment of Contract. The Issuer covenants with the Owners of
the Notes that it will not, without the written consent of the Owners of a majority in outstanding
principal amount of the Notes, enact any ordinance or adopt any resolution which repeals,
impairs or amends in any manner adverse to the Owners the rights granted to the Owners of the
Notes hereunder.

Section 17: Financial Information. Not later than 210 days following the close
of each Fiscal Year, the Issuer shall provide the Original Purchaser of the Notes with its
Comprehensive Annual Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. Not later than 60 days following its adoption, the Issuer shall provide the Original Purchaser of the Notes with its Annual budget. Upon request, the Issuer shall provide such other financial information as the Original Purchaser may reasonably request. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

Section 18: Events of Default; Remedies of Owners of the Note. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal or interest on the Notes or other debt payable from any Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Notes (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof or from the date when the Issuer was required under the immediately succeeding paragraph to provide notice thereof to the Owners of the Notes; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismitted or undischarged.

Upon the Issuer obtaining knowledge of an Event of Default, the Issuer shall within 5 days of obtaining such knowledge, provide written notice of any such Event of Default to the Owners of the Notes.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Notes may, in addition to any other remedies set forth in this Resolution or the Notes, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

The Issuer shall reimburse the Owners (and their agents) for all reasonable legal and collection costs incurred in the exercise of remedies hereunder, to collect payments due under the Notes or to enforce the provisions of this Resolution.

In case of (a) an Event of Default pursuant to clause (i) above or (b) the acceleration of any other debt of the Issuer which is secured by a covenant to budget and appropriate from legally available non-ad valorem revenues of the Issuer, upon written declaration of the Owners of at least 100% of the principal amount of the Notes, the entire debt then remaining unpaid under the Notes shall be immediately due and payable.

Section 19: Anti-Dilution Test. The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem
Revenues for the prior Fiscal Year were at least 2.00 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, “balloon indebtedness” includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 20: Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Notes issued thereunder.

Section 21: Business Days. In any case where the due date of interest on or principal of Notes is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

Section 22: Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 23: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.
Section 24: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: Members of the City Council Not Liable. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Notes shall be liable personally on the Notes or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Notes or this Resolution.

Section 26: Authorizations. The members of the City Council of the Issuer, the Mayor, the Finance Director and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Notes and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Original Purchaser to effectuate the sale of the Notes. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Notes is hereby approved, confirmed and ratified.

Section 27: Jury Trial Waiver. The Issuer and the Owners, by acceptance of the Notes, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Notes.

Section 28: Superseding of Inconsistent Resolutions. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.
Section 29: Effective Date. This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

__________________________  ______________________________
EXHIBIT A-1

[FORM OF 2017A NOTE]

Dated Date: February 22, 2017

$2,525,000

Interest Rate 2.80%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF ST. PETERSBURG, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2017A

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of TD Bank, N.A., or registered assigns (hereinafter, the "Owner"), the principal sum of $2,525,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of July 1, 2031.

The Interest Rate is equal to 2.80% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each January 1 and July 1, commencing on July 1, 2017.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Owner. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Owner, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Owner.
upon prepayment of the principal of this Note plus any accrued interest due as of the
prepayment date and is expressed in the following calculation:

\[
\text{Yield Maintenance Fee} = \left[ \text{Amount Being Prepaid} \times \left( \text{Stated Interest Rate} \times \text{Current Cost of Funds} \right) \times \text{Days in the Remaining Term} \right] / 360 \text{ days} + \text{any accrued interest due "Remaining Term."}
\]

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this
Note, or (ii) the remaining term of the then current fixed interest rate period.

If any date for the payment of principal and interest hereon shall fall on a day which is
not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such
date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not
receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then
to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE
ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR
CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE
OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO
REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF
THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR
THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL
OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS
PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II,
Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and a
resolution duly adopted by the Issuer on February 16, 2017, as amended and supplemented from
time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions
of the Resolution. All terms, conditions and provisions of the Resolution including, without
limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a
part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and
deposit Non-Ad Valorem Revenues of the Issuer and, on parity and equal status with the Issuer's
Non-Ad Valorem Refunding Revenue Note, Series 2017B, a pledge of and lien upon the Pledged
Revenues, in the manner and to the extent described in the Resolution. Terms used herein in
capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the
Resolution.
 Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2023</td>
<td>$250,000</td>
</tr>
<tr>
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<tr>
<td>07/01/2026</td>
<td>270,000</td>
</tr>
<tr>
<td>07/01/2027</td>
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<tr>
<td>07/01/2029</td>
<td>295,000</td>
</tr>
<tr>
<td>07/01/2030</td>
<td>305,000</td>
</tr>
<tr>
<td>07/01/2031</td>
<td>310,000</td>
</tr>
</tbody>
</table>

“Determination of Taxability” shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on this Note is or was includable in the gross income of the Owner for Federal income tax purposes as a result of action or inaction of the Issuer; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer’s own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

(i) In the event of a Determination of Taxability, the Interest Rate shall be adjusted to cause the yield on this Note to equal what the yield on this Note would have been absent such Determination of Taxability (the “Taxable Rate”) effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount (as defined herein). “Additional Amount” means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note (or portion thereof) loses its “tax-exempt” status and ending on the earlier of the date this Note ceases to be outstanding or such adjustment is no longer applicable to this Note (the “Taxable Period”) at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Owner to the Internal Revenue Service by reason of such Determination of Taxability.

The Owner shall promptly notify the Issuer in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Owner shall certify to the Issuer in writing the Additional Amount, if any, due to such Owner as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto to the contrary, in no event shall the Interest Rate on this Note exceed the maximum rate permitted by law.
(ii) Subject to the provisions of clause (iii) below, the Owner shall afford Issuer the opportunity, at Issuer’s sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on this Note, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); provided that, in no event shall the Owner be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Issuer or any other Person.

(iii) As a condition precedent to the exercise by Issuer of its right to contest as set forth in clause (ii) above, the Issuer shall, on demand, immediately reimburse the Owner for any and all expenses (including attorneys’ fees for services that may be required or desirable, as determined by the Owner in its sole discretion) that may be incurred by the Owner in connection with any such contest, and shall, on demand, immediately reimburse the Owner for any and all penalties or other charges payable by the Owner, as determined by the Owner for failure to include such interest in its gross income.

Amounts owing hereunder as a result of a Determination of Taxability shall survive payment on this Note until such time as the Federal statute of limitations under which interest on this Note could be declared taxable under the Code shall have expired.

In the enforcement of any remedy under this Note, to the extent permitted by law, the Owner shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the Issuer for principal, interest or otherwise under any of the provisions of this Note or of this Note then unpaid, at the Default Rate (as hereinafter defined), together with any and all costs and expenses of collection, enforcement of its rights under this Note and of all proceedings hereunder and under this Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Owner, and to recover and enforce any judgment or decree against the Issuer, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

If any payment due the Owner is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Upon and during the continuance of an Event of Default, this Note shall bear interest at the Default Rate. For purposes of this Note, the term "Default Rate" shall mean the lesser of (i) 6% per annum in excess of the Prime Rate as quoted in the Wall Street Journal, or (ii) the maximum interest rate permitted by applicable law.

If at any time this Note is outstanding and the unenhanced long-term ratings on any outstanding debt of the Issuer (each a "Public Debt Rating") are withdrawn or suspended for credit-related reasons, or if no debt of the Issuer is rated at least Baal, BBB+ or BB+, by Moody’s Investors Service, Inc., S&P Global Inc., or Fitch Ratings Ltd., respectively (or if any such rating agencies change their categories, the rating category that most closely approximates the ratings currently in effect), by this Note shall bear interest at the Financial Distress Rate. For purposes of this Note, the term "Financial Distress Rate" shall mean the lesser of (i) 6% per annum.
annum in excess of the Prime Rate as quoted in the Wall Street Journal, or (ii) the maximum interest rate permitted by applicable law. If the City no longer has any Public Debt Rating and the Financial Ratio (as defined below) (calculated as of September 30th of each year in that circumstance), is less than 1.50 times, this Note shall bear interest at the Financial Distress Rate. If the Issuer has no Public Debt Rating, the Issuer must calculate the Financial Ratio and provide such calculation to the Owner within 210 days of the end of the prior Fiscal Year. "Financial Ratio" means the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year divided by the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Issuer’s most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, “balloon indebtedness” includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.
IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Assistant City Attorney, either manually or with their facsimile signatures, and the corporate seal of the City, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

__________________________
Rick Kriseman, Mayor

ATTESTED:

__________________________
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

__________________________
Mark A. Winn, Assistant City Attorney
EXHIBIT A-2

[FORM OF 2017B NOTE]

Dated Date: February 22, 2017

$3,210,000

Interest Rate 1.76%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF ST. PETERSBURG, FLORIDA
NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2017B

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of TD Bank, N.A., or registered assigns (hereinafter, the "Owner"), the principal sum of $3,210,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of July 1, 2022.

The Interest Rate is equal to 1.76% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each January 1 and July 1, commencing on July 1, 2017.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Owner. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Owner, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Owner.
upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

\[
\text{Yield Maintenance Fee} = [\text{Amount Being Prepaid} \times (\text{Stated Interest Rate Current Cost of Funds}) \times \text{Days in the Remaining Term}/360 \text{ days}] + \text{any accrued interest due } \text{"Remaining Term."}
\]

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and a resolution duly adopted by the Issuer on February 16, 2017, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and, on parity and equal status with the Issuer's Non-Ad Valorem Revenue Note, Series 2017A, a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.
Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>07/01/2018</td>
<td>580,000</td>
</tr>
<tr>
<td>07/01/2019</td>
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<tr>
<td>07/01/2020</td>
<td>605,000</td>
</tr>
<tr>
<td>07/01/2021</td>
<td>615,000</td>
</tr>
<tr>
<td>07/01/2022</td>
<td>625,000</td>
</tr>
</tbody>
</table>

“Determination of Taxability” shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on this Note is or was includable in the gross income of the Owner for Federal income tax purposes as a result of action or inaction of the Issuer; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer’s own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

(i) In the event of a Determination of Taxability, the Interest Rate shall be adjusted to cause the yield on this Note to equal what the yield on this Note would have been absent such Determination of Taxability (the “Taxable Rate”) effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount (as defined herein). “Additional Amount” means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note (or portion thereof) loses its “tax-exempt” status and ending on the earlier of the date this Note ceases to be outstanding or such adjustment is no longer applicable to this Note (the “Taxable Period”) at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Owner to the Internal Revenue Service by reason of such Determination of Taxability.

The Owner shall promptly notify the Issuer in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Owner shall certify to the Issuer in writing the Additional Amount, if any, due to such Owner as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto to the contrary, in no event shall the Interest Rate on this Note exceed the maximum rate permitted by law.

(ii) Subject to the provisions of clause (iii) below, the Owner shall afford Issuer the opportunity, at Issuer’s sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on this Note, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); provided that, in no
event shall the Owner be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Issuer or any other Person.

(iii) As a condition precedent to the exercise by Issuer of its right to contest as set forth in clause (ii) above, the Issuer shall, on demand, immediately reimburse the Owner for any and all expenses (including attorneys’ fees for services that may be required or desirable, as determined by the Owner in its sole discretion) that may be incurred by the Owner in connection with any such contest, and shall, on demand, immediately reimburse the Owner for any and all penalties or other charges payable by the Owner, as determined by the Owner for failure to include such interest in its gross income.

Amounts owing hereunder as a result of a Determination of Taxability shall survive payment on this Note until such time as the Federal statute of limitations under which interest on this Note could be declared taxable under the Code shall have expired.

In the enforcement of any remedy under this Note, to the extent permitted by law, the Owner shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the Issuer for principal, interest or otherwise under any of the provisions of this Note or of this Note then unpaid, at the Default Rate (as hereinafter defined), together with any and all costs and expenses of collection, enforcement of its rights under this Note and of all proceedings hereunder and under this Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Owner, and to recover and enforce any judgment or decree against the Issuer, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

If any payment due the Owner is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Upon and during the continuance of an Event of Default, this Note shall bear interest at the Default Rate. For purposes of this Note, the term "Default Rate" shall mean the lesser of (i) 6% per annum in excess of the Prime Rate as quoted in the Wall Street Journal, or (ii) the maximum interest rate permitted by applicable law.

If at any time this Note is outstanding and the unenhanced long-term ratings on any outstanding debt of the Issuer (each a "Public Debt Rating") are withdrawn or suspended for credit-related reasons, or if no debt of the Issuer is rated at least Baa1, BBB+ or BBB+, by Moody’s Investors Service, Inc., S&P Global Inc., or Fitch Ratings Ltd., respectively (or if any such rating agencies change their categories, the rating category that most closely approximates the ratings currently in effect), by this Note shall bear interest at the Financial Distress Rate. For purposes of this Note, the term "Financial Distress Rate" shall mean the lesser of (i) 6% per annum in excess of the Prime Rate as quoted in the Wall Street Journal, or (ii) the maximum interest rate permitted by applicable law. If the City no longer has any Public Debt Rating and the Financial Ratio (as defined below) (calculated as of September 30th of each year in that circumstance), is less than 1.50 times, this Note shall bear interest at the Financial Distress Rate.
If the Issuer has no Public Debt Rating, the Issuer must calculate the Financial Ratio and provide such calculation to the Owner within 210 days of the end of the prior Fiscal Year. "Financial Ratio" means the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year divided by the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Issuer’s most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, “balloon indebtedness” includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.
IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Assistant City Attorney, either manually or with their facsimile signatures, and the corporate seal of the City, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

ATTESTED:

______________________________
Chan Srinivasa, City Clerk

CORRECTNESS

APPROVED AS TO FORM AND

______________________________
Mark A. Winn, Assistant City Attorney
EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the City of St. Petersburg, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its $2,525,000 Non-Ad Valorem Revenue Note, Series 2017A (the "2017A Note"), and of its $3,210,000 Non-Ad Valorem Refunding Revenue Note, Series 2017B (the “2017B Note”, together with the 2017A Note, the “Notes”) no inference should be drawn that the Purchaser, in the acceptance of said Notes, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the Assistant City Attorney, Mark A. Winn, Esq. ("General Counsel"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Council of the Issuer on February 16, 2017 (the "Resolution").

We are aware that investment in the Notes involves various risks, that the Notes are not general obligations of the Issuer or payable from ad valorem tax revenues, and that the payment of the Notes is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Notes and can bear the economic risk of our investment in the Notes.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the General Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Notes as investments for our own account and not with a present view to a resale or other distribution to the public. We understand that the Notes may be transferred in whole or in part; provided, however, we understand that the Notes may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Notes for the direct or indirect
promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 22nd day of February, 2017.

TD BANK, N.A.

By: __________________________________________
Name: Robert Catoe
Title:  Vice President
EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with City of St. Petersburg, Florida (the "Issuer") for the private purchase of its $2,525,000 Non-Ad Valorem Revenue Note, Series 2017A (the "2017A Note"), and of its $3,210,000 Non-Ad Valorem Refunding Revenue Note, Series 2017B (the “2017B Note”, together with the 2017A Note, the “Notes”). Prior to the award of the Notes, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Notes (such fees and expenses to be paid by the Issuer):

   $6,500
   Holland & Knight LLP, Purchaser's Counsel
   Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Notes to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

   (b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes.

3. The amount of the underwriting spread expected to be realized by the Purchaser is $0.

4. The management fee to be charged by the Purchaser is $0.

5. Truth-in-Bonding Statement:

   You have disclosed to us that the 2017A Note is being issued primarily to finance the acquisition, construction, reconstruction and equipping of various capital improvements to the Issuer’s Marina. You have disclosed to us that the 2017B Note is being issued primarily to refinance the Issuer’s loan related to the First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2007.
Unless earlier prepaid, the 2017A Note is expected to be repaid by July 1, 2031; at an interest rate of 2.80%, total interest paid over the life of the 2017A Note is estimated to be $745,074.17. Unless earlier prepaid, the 2017B Note is expected to be repaid by July 1, 2022; at an interest rate of 1.76%, total interest paid over the life of the 2017B Note is estimated to be $181,636.40.

The Notes will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in a resolution of the Issuer adopted on February 16, 2017 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Notes is estimated to result in an annual average of approximately $463,961.27 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Notes. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 W. Kennedy Boulevard
Tampa, Florida, 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 22nd day of February, 2017.

TD BANK, N.A.

By: ________________________________
Name: Robert Catoe
Title: Vice President
1) Call to Order – 9:15 a.m.

2) Approval of Agenda - CM Kornell motion to switch order of NBIs, Motion for Approval by CM Gerdes, all in favor.

3) Approval of Minutes – Motion for Approval by CM Gerdes, all in favor.
   a) January 26, 2017

4) New Business – Brittany Gordon Veterans Memorial at Dell Holmes Park
   a) CM Gerdes reviewed the project, stating that Charles Claybaker is requesting to install a memorial for those St. Pete residents that were killed in action. The location for the memorial garden was inspired by the current Gordon tree memorial at Dell Holmes Park. Claybaker has come up with funding for the installation and maintenance and no taxpayer money would be used to fund the project. He commended the Parks department for the ‘institutional breakthrough’ and for their support of the project.

   b) Mike Jefferies stated the Claybaker’s project team brings a lot of credibility.

   c) Claybaker stated that the name of the memorial is flexible and noted that the construction and possible maintenance will be completed by a group called “cons helping cons,” which teaches work skills to cons reintegrating back into society successfully. The design has minimal impact to the environment and they are raising the area where the memorial will be constructed to reduce flooding.

   d) Jefferies stated that while the Veterans Memorial in Williams Park is great, this memorial will be more of a reflection garden within nature.
e) CM Kennedy asked if all war timelines will be covered by the two memorials combined. Jefferies noted they will make sure all timelines are covered.

f) CM Kennedy asked is they received public input. Jefferies noted that coming to PSI was their first step.

g) CM Kennedy asked if we need a public referendum. Legal stated this project fits within the legal use so they wouldn’t need a referendum.

h) CM Montanari asked if additional capacity would be available in addition to the six spots planned in the design. Claybaker said yes.

i) CM Montanari asked for confirmation that all honored Vets were from St. Pete. Claybaker indicated all but one from Gulfport, which is close to the park.

j) CM Gerdes asked if the Gordon family was in the loop. Claybaker said yes and they are enthusiastic about the project.

k) CM Montanari asked if Council should draft a resolution of support.

l) CM Gerdes made a motion for the committee to have Council recommend the project move to the application phase and for Council to draft a resolution. All were in favor.

m) Contact information for Claybaker’s organization is claybakerdustoff.org and 727-643-8556.

5) Historic Guidelines – Historic Preservation Design Guidelines

a) Derek Kilborn summarized the process that led to this revised historic design guidelines, stating that Council asked for the guidelines to be updated and attached to the ordinance. The document had not been updated since it was created decades ago. The goal of the update was to fix the deficiencies and provide additional information that would help city staff make more objective decisions and help educate residents. Paul Palmer, architect, explained more of the new version in detail. Staff added history and ‘anatomy of a house’ sections that explained terminology and helps understand the graphics in the document. They added enhancements, like more photos and graphics, to help make the guidelines more useful and create tools to help guide the public. The guide includes 10 history styles of houses, each with six pages including: a gallery of examples, massing and composition, walls, eaves and roofs, and windows and doors. They added a new style section – mid-century modern. Kilborn also noted that the old guide focused on only residential properties while the new guide also provided standards for commercial properties, which will also help staff in their review processes. They also added enhancements to the project planning section. The local historic district section helps define some key characteristics that will assist staff in their decision making. They also added district features as a new enhancement. Zoning will have an interdisciplinary role.

b) CM Nurse asked how we can make the guidelines flexible enough to account for hurricane and storm preparedness and efficiency. Palmer said that the complete guide
does addresses those issues and provides solutions, especially in the planning section of the guidelines.

c) Derek reviewed their timeline for implementing the new guidelines. He said that Florida Trust is holding their annual conference in May, so they would like to complete stakeholder feedback and approval from Council by then (Tentatively going to Council April 20).

d) CM Kennedy wanted to know if any community outreach had been done. Kilborn indicated that three meetings have already happened with the historic districts and that next they would follow-up with a public meeting before the Development Review committee workshop of March 1 and the Community Planning and Preservation group meeting on March 14. Kennedy asked if they had presented to the Chamber Public Policy group and St. Pete Preservation. Kilborn indicated that while they did not have specific meetings with them, the groups did provide their input. He noted that those groups’ concerns mainly relate to the regulations surrounding historic preservation and that this document is not regulatory.

e) CM Kennedy asked that percentages be added to the colorful graphical pie charts. Staff indicated yes.

f) CM Gerdes asked if the guide was designed to be understandable by the lay/average person. Palmer indicated that was exactly how the guide was designed and that it should be comprehensible just from pictures alone.

g) CM Nurse noted the goal of the guidelines should be to make them friendly enough that they encourages more areas to want to be designated historic. Palmer noted they are designed to be accessible and friendly. Kilborn said they eliminated a lot of “don’t” and “can’t” language and replaced it with positive language.

h) CM Montanari asked how it compares to other cities’ guidelines, like Savannah. Palmer indicated they are similar to Roanoke, VA and Louisiana’s guides.

i) CM Montanari asked why all the colors were not represented on the district maps, like in the pie charts. Kilborn indicated they did that as to not be perceived as too prescriptive or ‘boxed in.’

j) CM Kornell tentatively scheduled another, more comprehensive review of the guidelines at the March 9 PSI meeting. All members were in favor of that.

6) Adjournment – 10:28 a.m.
1) Call to Order 2:32

2) Approval of Agenda – Vote of Approval with additional speaker Mary Yeargan from FDEP by CM Kennedy, all in favor.

3) Approval of Minutes - February 9, 2017 – Vote of Approval by CM Gerdes, all in favor

4) New Business – Public water quality monitoring along beaches and in Tampa Bay

   a) John Palenchar reviewed the City’s three water quality sampling programs: ambient water quality testing, beaches and recreational site testing, and incident response testing. The City took over the ambient water quality testing program from the County five years ago and the testing includes nine inland waterway sites, five inland lake sites, eight open water sites and six near shore sites. John said there are 1,840 analysis done on the inland waterways a year and 1,440 open-water analysis a year. He explained the incident response testing was implemented after last year’s storms and that they identified a number of locations where overflow impacted waterways. Now those locations are monitored every month, as well as follow-up sampling for a minimum of three days (or more) after each incident.

   b) Kelli Levy discussed the County’s water quality monitoring programs and said that the County follows the same regulatory requirements as the City. They have a routine program that monitors lakes, streams, estuarine waters – all that monitor the same parameters as mentioned in the City’s PowerPoint. She said that the County’s programs are designed to answer specific questions. The County also has a biological monitoring program that allows them to get a better analysis of watershed. Kelli stated there are
many opportunities to collaborate on monitoring with different government organizations like FDEP, FWRI, and local and regional agencies.

c) Mary Yeargan reviewed the FDEP’s domestic waste water program and the requirements for sanitary sewer overflows. She said the City is required to report effluent and reclaimed water quality monthly, quarterly, semi-annually. There are also SSO reporting requirements that say the City shall report any unauthorized waste water release or spills to the department that are under 1,000 gallons per incident within 24 hours and then a written notice must be submitted within 5 days. If the incident is more than 1,000 gallons, the same reporting requirements are in effect, but the agency to report to is the Warning Point Office. There are many requirements for the report, including the characteristics for the spill/release and the estimated discharge amount. The FDEP also monitors after the SSO.

d) Brandy Downing reviewed the County’s Healthy Beaches program and a data analysis of heavy rainfalls in 2015 and 2016 and how the Gulf waters recouped during and after those events. The results of testing showed adequate dilution and natural flushing of the Gulf waters and a timely recovery.

e) Gayle Guidash reviewed the basics of Epidemiology and waterborne diseases. She reviewed how waterborne diseases can be detected and common diseases in Florida. She stated that during the recent discharges, the Health Department didn’t see an increase in waterborne diseases or an outbreak of any kind, but stated that isn’t to say that there weren’t any, just that through their protocols and monitoring nothing was detected.

f) Mark Luther reviewed how water moves around in Tampa Bay. He explained that overturning is strong during storm incidents. He stated the USF College of Marine Science has modeling software that can show the tracking of pathogens and how long they stay in parts of the way. He explained that items in the ship channel flush quicker and that in downtown St. Pete it can take 25-30 days before it is fully flushed. He states that the college has real-time observation sites around Tampa Bay, including Clam Bayou, which could be utilized for additional water monitoring in partnership with other agencies.

g) Mya Breitbart discussed that all natural water bodies contain bacteria and viruses and that it is necessary and valuable. She also discussed that fecal pollution has distinct markers and therefore we can detect if it is human or from another animal. She also stated that it is possible to determine the proportion of discharge that is waste water versus rainwater, and that models can predict which coastal areas will be impacted and for how long. She discussed a pepper virus as a possible wastewater-associated marker that can determine discharges during incidents. She said that the college can help provide data-driven advice to guide city management decisions.

h) Elizabeth Forys discussed the impact of the August 2016 storms and discharge on the black skimmer bird population, stating that 48 dead fledges were found on St. Pete Beach. Lab results show they died due to Salmonellosis probably from fish they ate. She stated they tracked their eating location and concluded that the dead birds had foraged for fish around Boca Ciega Bay, where discharges occurred.
i) Tony Janicki stated that Tampa Bay is in good shape, that we have gotten good reviews from Swiftmud on our increased seagrass levels and water quality targets. He stated that the City has a big part in that. He said the bad thing is what happened in June 2015 and August 2016 but that these events are going to happen and we cannot control that. He said that how the City responded was poor and communication needed to be better.

j) CM Rice asked for clarification on the difference between certified and non-certified labs and asked which present organizations use certified labs. Mr. Palenchar explained that certified labs meet EPA accepted certification and auditing. All agencies, except for USF due to their research-oriented nature, use certified labs for testing.

k) CM Rice asked where the public can go to find comprehensive test results. Mrs. Yeargan stated that it is can be difficult to aggregate data on one site due to the variability of timing and the types of data, but that it is possible to work together to do that. Mrs. Levy stated that the County’s WaterAtlas website provides all local and state government data and is searchable by water body in Pinellas County. Mr. Luther stated that the Marine Discover Center will focus on providing data from a neutral party and in a way that is digestible to the public.

l) CM Rice expressed concern about the testing sites and the timing of posting the results. Mrs. Levi noted that it is a challenge because water moves and a sample can only show one point in time at one location. Mrs. Breitbart said that their models can help model general predictions during storms and they can help provide conservative estimates to pre-warn the public. Mr. Palenchar stated that the recreational water quality monitoring webpage is on the city’s site but that there is a lag time and he would like to work to improve on that lag time.

m) CM Gerdes asked how the City can participate in USF’s real-time monitoring sites. Mr. Luther stated it was possible to increase the number of sites monitored but it would take partnership and increased funding.

n) CM Kennedy asked that City staff continue to partner with the agencies present. Mr. Palenchar stated that they do regularly meet with most agencies except for the college, but that moving forward they would increase collaboration and that a working group would be a great idea. Mr. Tankersley stated that the City has already incorporated a proposed budget for some of the group’s suggested monitoring ideas.

o) CM Gerdes asked if we have measurement devices at the discharge locations. Mr. Tankersley said yes and that they have added additional devices since last summer.

p) CM Kornell stated that since bacteria is getting flushed pretty quickly according to the reports given today, that the City communication needs to be almost immediate. Mrs. Levi followed up that the public should use common sense and stay away from the water after an incident. Mrs. Yeargan stated that people shouldn’t be afraid to go in our waters because we have some of the best waters in the nation, but to use common sense during storms. Mrs. Guidash stated that while communications is very important that sometimes it is hard for the public to understand all of the terminology so it is better to be cautious during the incidents.

5) Adjournment – 4:50 p.m.
MEMORANDUM

TO: Mayor Rick Kriseman
Honorable Amy Foster, Chair, and Members of City Council

FROM: Jacqueline M. Kovilaritch, City Attorney

DATE: February 17, 2017

RE: Continued Retention of Outside Counsel

In accordance with the City Charter regarding the retention of special legal counsel to represent the City of St. Petersburg, I have continued to retain the firm of Manson and Bolves.

Senior Partner Doug Manson has more than twenty-five years of experience representing governments, including the City of St. Petersburg, in water, environmental and administrative law. I believe this experience will be invaluable to the City as we move forward with litigation brought under the Clean Water Act, as well as other investigations and negotiations involving water and sewer issues. The total cost of the continuing retainer is $75,000.00. Any further appropriations will be brought forward to City Council.

If you have any questions, please feel free to contact me.
MEMORANDUM
Council meeting of March 2, 2017

TO: City Council Chair, Darden Rice, and members of City Council
FROM: Brett B. Pettigrew, Assistant City Attorney
SUBJECT: Funding and agreements required to carry out special election and referendum that may be called for May 2, 2017, regarding Al Lang Field

City Council is currently considering ordinance no. 262-H, which would call a special election for May 2, 2017, for the purpose of holding a referendum regarding an agreement, with a term not exceeding 25 years and under certain conditions, for Al Lang Field to be used for the primary but not sole purpose of providing a home field for a Major League Soccer expansion team.

First reading of this ordinance was held at the February 16, 2017 meeting of City Council. Immediately following that first reading, City Council passed a related resolution, which authorized the City to (i) escrow funding provided by the Tampa Bay Rowdies ("Rowdies") for the purpose of covering the costs of the proposed special election and (ii) enter into agreements with the Rowdies regarding the election funding and escrow arrangements.

This ordinance is scheduled for second reading and public hearing at the March 2, 2017 meeting of City Council. If the ordinance is adopted, the attached resolution needs to be adopted immediately thereafter to allow the City Clerk to make the necessary arrangements for the special election.

Specifically, this resolution authorizes transfer of the escrowed election funding into the General Fund (001) and a supplemental appropriation of that funding to make it available for the City Clerk to spend on election-related expenses (210-1725), including payment to the Pinellas County Supervisor of Elections ("SOE") on March 3, 2017. This resolution also authorizes execution of the necessary agreements and documents with the SOE and with others, as needed to carry out the special election in accordance with applicable law.

Attachment:

1. A resolution authorizing a transfer and supplemental appropriation to fund a special election that has been called for May 2, 2017, for the purpose of holding a referendum regarding an agreement, with a term not exceeding 25 years and under certain conditions, for Al Lang Field to be used for the primary but not sole purpose of providing a home field for a Major League Soccer expansion team; authorizing execution of agreements and other necessary documents with the Pinellas County Supervisor of Elections; authorizing execution of other agreements and documents as needed to hold the special election in accordance with applicable law; and providing an effective date.
RESOLUTION NO. 2017-_______

A RESOLUTION AUTHORIZING A TRANSFER AND SUPPLEMENTAL APPROPRIATION TO FUND A SPECIAL ELECTION THAT HAS BEEN CALLED FOR MAY 2, 2017, FOR THE PURPOSE OF HOLDING A REFERENDUM REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 25 YEARS AND UNDER CERTAIN CONDITIONS, FOR AL LANG FIELD TO BE USED FOR THE PRIMARY BUT NOT SOLE PURPOSE OF PROVIDING A HOME FIELD FOR A MAJOR LEAGUE SOCCER EXPANSION TEAM; AUTHORIZING EXECUTION OF AGREEMENTS AND OTHER NECESSARY DOCUMENTS WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING EXECUTION OF OTHER AGREEMENTS AND DOCUMENTS AS NEEDED TO HOLD THE SPECIAL ELECTION IN ACCORDANCE WITH APPLICABLE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Al Lang Field is identified as parcel 39 on the Park and Waterfront Map incorporated into the City Charter (the “Facility”) and currently serves as the home field for the Tampa Bay Rowdies, a professional soccer team (the “Rowdies”); and

WHEREAS, the Rowdies have requested that the City authorize an agreement with a term not exceeding 25 years for the Facility to be used for the primary but not sole purpose of providing a home field for a Major League Soccer expansion team; and

WHEREAS, because the Facility is designated as waterfront property on the Park and Waterfront Map, section 1.02 of the Charter requires that a City-wide referendum be held to approve any agreement for the disposition of the Facility that exceeds 5 years; and

WHEREAS, such a City-wide referendum will be held during a special election that has been called by City Council for May 2, 2017; and
WHEREAS, the City must enter into an agreement with the Pinellas County Supervisor of Elections (the “SOE”) to obtain the SOE’s assistance in holding this special election; and

WHEREAS, the City will incur a variety of other costs to hold this special election in accordance with applicable law, including but not limited to costs for translation services in accordance with the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) and costs for various forms of public notice; and

WHEREAS, the Rowdies have agreed to cover the costs incurred by the City in holding this special election and, in anticipation of the special election being called, have placed $270,543 into escrow with the City, which represents the projected cost of the special election; and

WHEREAS, now that the special election has been called, the City Council desires to make the escrowed funding available through a supplemental appropriation and to authorize execution of agreements and other documents necessary to conduct the special election in accordance with applicable law.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby authorizes the transfer of $270,543 from the General Fund Escrow account to the General Fund (0001) and the following supplemental appropriation for FY 17:

| General Fund (0001) | City Clerk Administration Division (210-1725) | $270,543 |

BE IT FURTHER RESOLVED that the City shall use this supplemental appropriation exclusively to cover the costs of a special election on May 2, 2017, that has been called for the purpose of holding a City-wide referendum, in accordance with section 1.02 of the City Charter, to authorize City Council to approve an agreement, with a term not exceeding 25 years and under certain conditions, for Al Lang Field to be used for the primary but not sole purpose of providing a home field for a Major League Soccer expansion team.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor or his designee to execute an agreement and any other necessary documents with the SOE for the purpose of holding this special election.

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

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor or his designee to execute any other agreement or document that is necessary to carry out
this special election in accordance with applicable law, including but limited to agreements or documents related to translation services or various forms of public notice.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]

City Attorney (Designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council
FROM: Larry Frey, PhD, AICP, Historic Preservationist II
SUBJECT: Review of Ad Valorem Property Tax Exemption Applications for the following historic properties:

- 2601 3rd Avenue N, Lathrop Residence (Contributing to Kenwood Historic District)
- 436 12th Avenue NE, Rosenberg Residence (Contributing: North Shore Historic District)
- 806 18th Avenue NE, Reid/Winters Residence (Sargent House Local Historic Landmark and Contributing to North Shore Historic District)
- 600 Beach Drive NE, Sadler Residence (Ridgely House Local Historic Landmark and Contributing to North Shore Historic District)
- 750 3rd Street N, Grimes Residence (Monticello Apartments Local Historic Landmark)

BACKGROUND: In 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on certain improvements to eligible historic properties. The City of St. Petersburg adopted this amendment (Section 16.30.070.4) on July 21, 1994, giving the City’s historic property owners a strong financial incentive to preserve and sensitively improve buildings of architectural and historical significance. The ad valorem tax exemption was subsequently adopted by Pinellas County in 1996 as part of intergovernmental coordination efforts, authorizing certain county-wide exemptions to make the overall incentive even more appealing.

In St. Petersburg today, this incentive program allows for the exemption of up to 100 percent of the resulting assessed value of “qualifying improvements” to “eligible” historic properties. An eligible historic property in the City of St. Petersburg is defined as real property that is:

- Designated as a local historic landmark or part of a multiple property landmark in the City’s Register of Historic Places;
- Contributing to a local historic district listed in the City’s Register of Historic Places;
- Individually listed in the National Register of Historic Places;
- Contributing property in a historic district listed in the National Register of Historic Places; or
- Proposed for listing as an individual or contributing resource on either register.

Qualifying improvements must be appropriate to the historic architectural character of a resource in reference to recognized standards of preservation, restoration, or rehabilitation, as guided by City Code criteria and the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Applicants generally have two years
to complete the qualifying improvements, which must be supported by detailed expense accounting. Working closely with the property owner, City staff provides valuable technical assistance, site inspections, and prepares the application documents for review and approval by the St. Petersburg City Council, the Pinellas Board of County Commissioners, and the Pinellas County Property Appraiser. The latter performs the final assessment of the property to determine the resulting ad valorem tax exemption, if any, and potential tax savings that is applied for the ten-year period. Nearly every applicant participating in the program since its beginning has realized some tax savings, and the exemption automatically transfers to future property owners during the exemption period.

The ad valorem tax exemption process requires that the owner submit a *Part 1 – Preconstruction Application* package prior to initiating any qualifying improvements. A Certificate of Appropriateness application is required at this stage to document and evaluate the rehabilitation work, along with other required paperwork, as necessary. Qualifying improvements to the property must equal or exceed 10 percent of its assessed value (based on the year the Part 1 application is approved);

When the approved work is completed, the property owner submits a *Part 2 – Post-construction Request for Review of Completed Work Application*, which includes a table of expenses, changes to the scope of work, if any, that were approved by City Historic Preservation staff during the construction, and an on-site inspection by City Historic Preservation staff. Extensions up to one year may be authorized by the City.

In addition, certain procedural requirements are necessary, as follows:

1) A covenant, in the form which has been approved by the City Attorney, must be executed by the property owner before an exemption can be approved by the City Council. The covenant provides that the property owner shall maintain and repair the property so as to preserve and maintain the historic architectural qualities or historical or archaeological integrity of the qualifying property for which an exemption is granted;

2) If the exemption is granted, the property owner shall record the covenant with the Pinellas County Clerk of the Circuit Court prior to the effective date of the exemption. The covenant shall be binding on the property owner, transferees, and their heirs, successors or assigns. The applicant shall provide a certified copy of the recorded covenant to the POD within 120 days of the City Council approval of the exemption, or said approval by City Council shall be made null and void. If the property changes ownership during the exemption period, the requirements of the covenant are transferred to the new owner;

3) As part of City Council approval, a resolution will be passed and the exemption will be valid for a period of up to ten years;
4) The City Council approval will be forwarded to the Pinellas County Board of County Commissioners for its approval in order to qualify for an exemption to the County ad valorem tax, as well; and

5) The Pinellas County Property Appraiser will reassess the subject property according to the improvements made and its market value for each given year.

EXPLANATION: Five individual property reports, resolutions, and ad valorem tax exemption covenants are attached; each has been determined by staff to meet all requirements for the ad valorem tax exemption as outlined in City Code, Section 16.30.070.4.

RECOMMENDATION: Staff recommends APPROVAL of the attached resolutions and ad valorem tax exemption covenants. The form of the joint City of St. Petersburg and Pinellas County covenant showing the rights, obligations, and responsibilities of the property owner, City and County has been provided in lieu of individual covenants for each property.

EXEMPTION IMPACTS: The five property owners seeking ad valorem tax exemptions paid pre-rehabilitation taxes collectively totaling approximately $25,360. They will continue to pay this amount overall – and any inflationary increases, or tax adjustments – during the life of the exemption. Based on 2016 tax exemption categories, the combined city/county tax savings for all five historic properties is estimated to range from $2811-$4475 annually for ten years based on current applicable millage categories totaling $121,077 ($67.55 city, $53.52 county) per $10,000 of available exemption.

Estimating potential ad valorem exemptions is rarely accurate, since there is no precise formula for determining the ultimate exemption in advance. In some cases, any individual or set of improvements provides no guarantee of a property value increase for tax purposes, which is now less clear with the elimination of monetary caps for qualified improvements assessments. The types of improvements and their effects on the historic property, as well as, real estate market values can influence final exemption determinations.

<table>
<thead>
<tr>
<th>Case #</th>
<th>Property</th>
<th>AVT File #</th>
<th>Pre-constr Assessed Value</th>
<th>Pre-constr Tax Basis</th>
<th>Qualifying Rehab Costs</th>
<th>*Estimated City/County Annual Tax Exemption</th>
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*Estimate based on Qualifying Construction Costs x 0.00677/2 x 0.67; alternate estimates available

**ATTACHMENTS:** Staff Reports, Covenants, and Resolutions for five historic properties, and 2017 Ad Valorem Tax Exemption for Historic Properties Summary Table.

**APPROVALS:** Administrative: [Signature]

Budget: [Signature]

Legal: [Signature]
| Property Name                                                                 | Address                                                                 | Exemption Type | Exempted Year | Principal Value | Current Rate | Current Value | Tax Rate | Current Tax | Exempted Tax | Exemption Value | Future Tax | Future Value | Exemption Value | Total Tax | Total Value | Exemption Value | Annual Tax | Annual Value | Exemption Value |
|------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------|----------------|-----------------|--------------|---------------|----------|-------------|--------------|----------------|------------|--------------|----------------|-----------|-------------|----------------|-----------|-------------|----------------|-----------|-------------|----------------|-----------|-------------|----------------|-----------|
| James Henry Residence                                                      | 2009 9501 12th Street N                                                | Historic Tax   | 2017           | 202,057         | 3,749        | 194,130       | 96.08%   | 574         | 5,739        | 13,744         | 574        | 5,739         | 13,744          | 1,049     | 1,049       | 13,744          | 475       | 475         | 13,744          | 1,049     | 1,049       | 13,744          |           |           |
| Cade Allen Residence                                                        | 2015 3601 Foster Hill Dr N                                             | Historic Tax   | 2017           | 282,365         | 6,525        | 173,220       | 61.35%   | 586         | 5,863        | 11,357         | 586        | 5,863         | 11,357          | 464       | 464         | 11,357          | 840       | 840         | 11,357          |           |           |
| Lavery House                                                                 | 2014 2361 17th Avenue SE                                               | Historic Tax   | 2017           | 217,924         | 3,746        | 31,236        | 14.33%   | 106         | 1,057        | 836           | 106        | 1,057         | 836             | 84       | 84         | 836             | 249       | 249         | 836             |           |           |
| Moure Building                                                              | 2015 909-13 22nd Street S                                              | Historic Tax   | 2017           | 36,500          | 844          | 183,402       | 50.24%   | 621         | 6,208        | 11,118         | 621        | 6,208         | 11,118          | 491       | 491         | 11,118          | 1,111     | 1,111       | 11,118          |           |           |
| Cade Allen Residence                                                        | 2015 3601 Foster Hill Dr N                                             | Historic Tax   | 2017           | 282,365         | 6,525        | 173,220       | 61.35%   | 586         | 5,863        | 11,357         | 586        | 5,863         | 11,357          | 464       | 464         | 11,357          | 840       | 840         | 11,357          |           |           |
| approved                                                                     |                                                                        |                |                |                |              |               |         |             |              |                |           |              |                |           |           |                |           |           |                |           |           |
| Sunset Hotel (CrystalBay)                                                   | 2016 1224 Dr MLK Jr St S                                               | Historic Tax   | 2017           | 1,069,400       | 23,484       | 447,980       | 41.89%   | 1,516       | 15,164       | 11,992         | 1,516      | 15,164        | 11,992          | 972       | 972         | 11,992          | 2,490     | 2,490       | 11,992          |           |           |
| Residence)                                                                   | 2016 1224 Dr MLK Jr St S                                               | Historic Tax   | 2017           | 1,069,400       | 23,484       | 447,980       | 41.89%   | 1,516       | 15,164       | 11,992         | 1,516      | 15,164        | 11,992          | 972       | 972         | 11,992          | 2,490     | 2,490       | 11,992          |           |           |
| Henry Bryan House (Everett)                                                 | 2017 7503rd St N                                                        | Historic Tax   | 2017           | 344,435         | 3,659        | 203,000       | 58.94%   | 687         | 6,872        | 5,434          | 687        | 6,872         | 5,434           | 364       | 364         | 5,434           | 1,231     | 1,231       | 5,434           |           |           |
| Hanson/Lucas Residence                                                      | 2016 936 17th Ave NE                                                   | Historic Tax   | 2017           | 348,784         | 6,768        | 255,013       | 73.11%   | 863         | 8,632        | 6,826          | 863        | 8,632         | 6,826           | 458       | 458         | 6,826           | 1,546     | 1,546       | 6,826           |           |           |
| Residence)                                                                   | 2016 936 17th Ave NE                                                   | Historic Tax   | 2017           | 348,784         | 6,768        | 255,013       | 73.11%   | 863         | 8,632        | 6,826          | 863        | 8,632         | 6,826           | 458       | 458         | 6,826           | 1,546     | 1,546       | 6,826           |           |           |

2017-AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

2017-AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

2017-AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

2017-AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

2017-AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE
Property Name

SnellArcade,Suite25O
Wilhelm-Thurston Funeral
Home/Dupont Building
Totals
Residential Unit 145
Residential Unit 147
Residential Unit 151
Commercial Unit 155
Residential Unit786
Expired
““Monticello
““Pennsylvania Hotel
136 16th Ave NE
Emerson Apartments
Sealtest Bldg
430 5th Street N
156 20th Avenue NE
306 18th Avenue NE
335 22nd Avenue NE
Snell Arcade, Suite 300
Snell Arcade, Suite 350
Snell Arcade, Suite 400
Snell Arcade, Suite 500
Snell Arcade, Suite 600
Snell Arcade, Suite 100”
605 13th Avenue NE
456 18th Avenue NE
705 16th Avenue NE
Wellington Lake House
Nolen Grocery, Unit 1
Nolen Grocery, Unit 2
Nolen Grocery, Unit 3
Nolen Grocery, Unit 4
Nolen Grocery, Unit 5
Thomas Whitted
**Bradshaw House
SCL Depot
Kress Building
St. Petersburg Savings and
Loan
Womans Town
Improvement Assoc.
Boyce Guest House

2017-AD VALOREM

St. Petersburg (6.7550 mils)

Pinellas County 5.3527 mils
(5.3377 mils + .0150 mils PPC)

TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

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2007
2007
2006
2006
2005
2005
2005
2005
2005
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2005
2005
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2005
2005
2005
2005
2005
2004
2004
2004
2004
2004
2004
2003
2003
2003
2002

2008
2008
2008
2008
2008
2008
750 3rd Street N
300 4th Street N
136 16th Avenue NE
305 5th Street S
1601 3rd Street S
430 5th Street N
156 20th Avenue NE
306 18th Avenue NE
335 22nd Avenue NE
401 Central Avenue
401 Central Avenue
401 Central Avenue
401 Central Avenue
401 Central Avenue
401 Central Avenue
605 13th Avenue NE
456 18th Avenue NE
705 16th Avenue NE
619 65th Street S
2300 1st Avenue N
2302 1st Avenue N
2304 1st Avenue N
2306 1st Avenue N
2308 1st Avenue N
656 1st Street N
609 11th Avenue S
420 22nd St S
475 Central Avenue

145 8th Street N
147 8th Street N
151 8th Street N
155 8th Street N
7862ndAvenueN

14,226
2,240.0
1,735.2
2,132.3
5,694.1
2,424.4

440
1910
1350
1350
1750

$300,600
$963,400
$152,700
$68,100
$125,000
$225,000
$162,300
$157,600
$121,200
$81,700
$127,400
$91,000
$91,000
$91,200
$557,800
$78,400
$282,700
$671,400
$205,700
$8,088
$35,110
$24,816
$24,816
$32,169

$497,500
$78,335
$60,682
$74,569
$199,129
$84,784
$6,087
$23,540
$2,893
$1,664
$4,861
$6,441
$4,030
$3,913
$3,152
$1,378
$3,096
$2,226
$2,226
$2,231
$13,560
$2,561
$7,012
$10,017
$4,413
$342
$921
$696
$696
$752

$11,520
$1,814
$1,405
$1,727
$4,611
$1,963

$485,219
$4,878,045
$183,519
$814,766
$729,301
$216,000
$115,000
$107,352
$109,350
$148,485
$335,935
$156,432
$145,912
$170,320
$568,842
$71,642
$212,000
$136,500
$114,120
$50,225
$150,675
$100,450
$100,450
$130,950
$40,000
$500,000
$750,000
$775,910

$1,424,949
$224,370
$173,807
$213,582
$570,350
$242,840

.

.

.

Total
‘1 2.1 077 mils’l

.

$68

.

$6,062
$1,212
$1,212
$1,212
$1,212
$1,212

.

$5,600

$0
$0
$0
$0
$0
$0
$0
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$0
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$0
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$0
$0
$0
$0
$0
$0
$0
$0
$0
$0

Address

$10,803

$14,520
$500,000
$3,241
$100,000
$1,878
$100,000
$2,160
$100,000
$6,162
$100,000
$2,160
$100,000
$3,073,437
$2,928
$276,086
$29,439 $2,273,905
$0
$100,000
$0
$395,000
$0
$75,000
$0
$42,900
$0
$49,900
$0
$51,600
$0
$44,400
$0
$100,000
$0
$100,000
$0
$100,000
$0
$100,000
$0
$100,000
$0
$167,200
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$78,200
$0
$100,000
$0
$100,000
$0
$100,000
$0
$47,444
$0
$100,000
$0
$100,000
$0
$1 00,000
$0
$1 00,000
$0
$40,000
$0
$312,870
$0
$405,000
$0
$881,400

$0

Year

Rev. Est.
Tax
Savings
Est. (x .67) 2

$1,080

$72,601
$10,803
$9,388
$10,803
$30,806
$10,803

$110,500

$0

$2,160

.

Rev. Est.
Alt. Annual
Alt.
Tax
Exemption tax savings
Savings
calc.
caic.
Est. (x .67) 2

Est. Tax
Savings
(10 yr pd)

$1,467

$7,260
$1,080
$939
$1,080
$3,081
$1,080

$29,283
$294,390
$12,011
$53,326
$47,733
$14,137
$7,527
$7,026
$7,157
$9,718
$21,987
$10,238
$9,550
$11,147
$37,231
$4,689
$13,507
$8,934
$7,469
$3,287
$9,862
$6,574
$6,574
$8,571
$2,618
$32,725
$49,088
$50,783

$0

$125,400

$0

Est. Tax
Savings (10
yr pd)

$4,890

$9,859
$1,467
$1,275
$1,467
$4,184
$1,467

$2,928
$29,439
$1,201
$5,333
$4,773
$1,414
$753
$703
$716
$972
$2,199
$1,024
$955
$1,115
$3,723
$469
$1,351
$893
$747
$329
$986
$657
$657
$857
$262
$3,273
$4,909
$5,078

$10,472

$0

$116,000

.

Rev. Est.
Tax
Savings
Est (x .67) 2

$489

$32,865
$4,890
$4,250
$4,890
$13,945
$4,890

$2,654
$26,683
$563
$2,501
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
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$0
$0
$0
$0
$0
$0
$0
$0
$0
$0

$1,047

$11,033

$0

Est.
Annual
Tax
Savings
Est. Tax
Savings
(10 yr pd)

$1,774

$3,286
$489
$425
$489
$1,395
$489

$13,271
$133,415
$5,634
$25,013
$22,390
$6,631
$3,531
$3,296
$3,357
$4,558
$10,313
$4,802
$4,479
$5,229
$17,463
$2,199
$6,140
$4,191
$3,503
$1,542
$4,626
$3,084
$3,084
$4,020
$1,228
$15,350
$23,025
$23,820

$0

$1,103

$13,003

.

$5,913

$11,921
$1,774
$1,541
$1,774
$5,058
$1,774

$1,327
$13,341
$563
$2,501
$2,239
$663
$353
$330
$336
$456
$1,031
$480
$448
$523
$1,746
$220
$614
$419
$350
$154
$463
$308
$308
$402
$123
$1,535
$2,303
$2,382

$4,912

$0

$1,300

Est.
Annual
Tax
Savings
$591

$39,737
$5,913
$5,138
$5,913
$16,861
$5,913

$3,202
$32,195
$638
$2,831
$0
$0
$0
$0
$0
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$0
$0
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$0
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$0
$0
$0
$0
$0
$0
$0
$0
$0

$491

$5,175

$0

Page 2 of 3

Est.
Annual
Tax
Savings

PreQualifying
Construction Construction Percentage
Tax Basis
Costs
of
(approval
(No cap as of Investment
year)
2015)
$7,213
261.85%
$815,668

$3,974
$591
$514
$591
$1,686
$591

$16,012
$160,975
$6,377
$28,313
$25,343
$7,506
$3,996
$3,730
$3,800
$5,160
$11,674
$5,436
$5,070
$5,919
$19,767
$2,490
$7,367
$4,743
$3,966
$1,745
$5,236
$3,491
$3,491
$4,551
$1,390
$17,375
$26,063
$26,963

$0

$518

$6,099

PreConstruction
Assessed
Value

286.42%
286.42%
286.42%
286.42%
286.42%
286.42%

$1,601
$16,098
$638
$2,831
$2,534
$751
$400
$373
$380
$516
$1,167
$544
$507
$592
$1,977
$249
$737
$474
$397
$175
$524
$349
$349
$455
$139
$1,738
$2,606
$2,696

$5,560

$0

$610

Percentage
Square
of
Footage
Ownership

161.42%
506.34%
120.18%
1196.43%
583.44%
96.00%
70.86%
68.12%
90.22%
181.74%
263.69%
171.90%
160.34%
186.75%
101.98%
91.38%
74.99%
20.33%
55.48%
620.98%
429.15%
404.78%
404.78%
407.07%

$556

$5,858

$0

$311,500

$1 60,000

$586

$6,904

1683

$168,575

$690

2008 405CentralAvenue

2001 556 Central Avenue

$1 98,667

100.00%
15.75%
12.20%
14.99%
40.03%
17.04%

2001 336 1st Avenue N
635 Bay St NEI
1999 205 6th Ave NE

1Qcc X .00677/2 2Qcc X .00677/2 X .67 3Est. improve value/i Ok X 121.077
**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.


### Pinellas County Summary Table

<table>
<thead>
<tr>
<th>Property Name</th>
<th>Year</th>
<th>Address</th>
<th>Footage</th>
<th>Value (as of 2015</th>
<th>Savings Est</th>
<th>Ownership</th>
<th>Tax Savings</th>
<th>Total Approved</th>
<th>Total In-Process and Approved</th>
<th>New Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harlan Hotel</td>
<td>1999</td>
<td>158th St N</td>
<td>$179,830</td>
<td>$6,249</td>
<td>$0</td>
<td>$552</td>
<td>$5,521</td>
<td>$1,177</td>
<td>$11,770</td>
<td>$0</td>
</tr>
<tr>
<td>Green Richman Arcade</td>
<td>1998</td>
<td>689 Central Ave</td>
<td>$250,000</td>
<td>$8,688</td>
<td>$0</td>
<td>$768</td>
<td>$7,675</td>
<td>$1,636</td>
<td>$16,363</td>
<td>$0</td>
</tr>
<tr>
<td>Willie Keys House</td>
<td>1998</td>
<td>9th St S</td>
<td>$19,562</td>
<td>$680</td>
<td>$0</td>
<td>$60</td>
<td>$601</td>
<td>$128</td>
<td>$1,280</td>
<td>$0</td>
</tr>
<tr>
<td>Robert West House</td>
<td>1998</td>
<td>10th Ave NE</td>
<td>$287,996</td>
<td>$10,008</td>
<td>$0</td>
<td>$884</td>
<td>$8,841</td>
<td>$1,885</td>
<td>$18,849</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL APPROVED</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TOTAL IN-PROCESS AND APPROVED</strong></td>
<td></td>
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</tr>
</tbody>
</table>

**Note:** Qualifying improvement exceeded caps subject to LDR's Section 16.30.070 (before 2015). This property is owned by a Non-Profit entity.
CITY OF ST. PETERSBURG
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CASE #1: CITY FILE AVT 16-90400001

Name of Property: Lathrop Residence, 2601 3rd Avenue N

Designation Type/Date: Contributing Property to the Kenwood National Register Historic District (August 2003)

Request: Approve Historic Property Ad Valorem Tax Exemption

Recommendation: City Administration Recommends APPROVAL of the Ad Valorem Tax Exemption for the Lathrop Residence at 2601 3rd Avenue N

General Eligibility Requirements
The subject property, constructed in 1938, 1939, and 1952, is a contributing property to the Kenwood Historic District listed in the National Register of Historic Places, and is therefore, a “qualifying property” for the ad valorem tax exemption for historic properties. The applicant has met all procedural, technical, and financial requirements set forth in City Code Chapter 16, sub-Section 16.30.070.4, and was approved for the Part 1 Preconstruction Application on August 9, 2016 prior to beginning the applicable improvements on the subject property. The Part 2 Request for Review of Completed Work was completed and approved on November 9, 2016.

Eligibility for the ad valorem tax exemption under City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by the Historic Preservation staff to be sympathetic to its architectural and/or historical integrity. Per City Code, qualifying improvements generally do not include land acquisition or relocation costs, non-historic adaptations, recreation facilities or landscaping features, appliances, counters, etc.

For the purposes of this ad valorem tax exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser’s assessed property value for the year 2016, which was $106,692. To date, the applicant has documented $18,511 in qualified improvement expenses for the rehabilitation of the building, which is approximately 17.3 percent of the 2016 assessed value.

Fiscal Impact of Ad Valorem Tax Exemption
For the 2016 assessment, the subject property had an ad valorem tax basis of $1,922.07, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the 10-year ad valorem tax exemption period. The actual ad valorem tax exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation, which may be affected by any resulting increase or decrease in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as, the qualified improvements, once approved by the St. Petersburg City Council and the Board of Pinellas County Commissioners.

Since 12.1077 mils (6.7550 City, 5.3377 County-wide, 0.0150 Pinellas County Planning Council) of the total current year (2016) millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners currently save approximately $121.07 for every $10,000.00 of qualifying market value increase, with no apparent cap on qualifying expenses or ultimate exemption amount. It must be noted that annual millage rates and market values may fluctuate, and may affect industry appraisal formulas that are the ultimate determinants for calculating the actual tax increase to be applied (exempted). Therefore, precise factual accounting in advance of any applied tax year is limited for the purposes of this report, though a rough set of estimates is provided in the attached “Summary Table.”

Compliance with Secretary of Interior’s Standards for Historic Preservation
According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties subject to the ad valorem tax exemption must comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the applicant is determined by Staff to be in compliance with these requirements. The Photo Reference Table below provides a general overview of the major completed improvements to the subject property, followed
by photographs of noteworthy rehabilitation improvements as referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Eligible Improvement</th>
<th>Photo Reference</th>
<th>Sympathetic/Compatible to Historic Character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character-defining features</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-rehabilitation roof deterioration</td>
<td>1, 2, 3</td>
<td>1950s Roof</td>
</tr>
<tr>
<td>Pre/Post-rehabilitation roof replacement</td>
<td>4-5</td>
<td>Yes</td>
</tr>
</tbody>
</table>

City Council
AVT 16-90400001
March 17, 2017
Appendix A
(Photographs)

**Photo 1:** Asbestos roof deterioration. Photo by Staff, 2016.

**Photo 2:** Deteriorated asbestos shingles-front entry. Photo by Staff, 2016.
Photo 3: Roof shingle damage at valley (typ.). Photo by Staff, 2016.

Photos 4, 5: Comparison of old (L) and new (R) roof systems. Photo by Staff, 2017.
RESOLUTION NO. ______

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE LATHROP RESIDENCE, LOCATED AT 2601 3RD AVENUE NORTH, A CONTRIBUTING PROPERTY TO THE KENWOOD HISTORIC DISTRICT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City’s historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the Lathrop Residence, a contributing property to the Kenwood Historic District listed in the National Register of Historic Places, and described as below (herein, the “Property”), which according to public record is presently owned by Randall A. Lathrop:

HALL’S CENTRAL AVE NO. 1 BLK 8, LOT 16; and

WHEREAS, the Keeper of the National Register in Washington, D.C. on February August 4, 2003, approved the nomination of the Kenwood Historic District to the National Register of Historic Places; and

WHEREAS, Planning and Economic Development staff approved the Part I ad valorem tax exemption application (AVT 16-90400001) on August 9, 2016; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the rehabilitation work on the Property meets all the criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and
WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E); and

WHEREAS, the tax exemption shall be for a period of ten years which is from January 1, 2017, to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Lathrop Residence, a contributing property to the Kenwood Historic District listed in the National Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of March, 2017.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

1-26-17

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT  DATE

CITY ATTORNEY (DESIGNEE)  DATE
This Covenant is made the ___ day of __________, 2017, by RANDALL A. LATHROP, (hereinafter referred to as the “Owner”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation, or rehabilitation of a certain property located at 2601 3rd Avenue North, St. Petersburg, Florida (hereinafter, the “Property”), also known as the Lathrop Residence, which is owned in fee simple by the Owner. The Property is a contributing property to the Kenwood Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

HALL'S CENTRAL AVE NO. 1 BLK 3, LOT 16

In consideration of the historic preservation property tax exemption granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:
3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an
assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owner in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost
or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNERS

RANDALL A. LATHROP
By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided ______________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
By:
Witness Signature
__________________________

Owner Signature
__________________________

Printed or typed name of Witness
__________________________

Printed or typed name of Owner
__________________________

Date
__________________________

Date
__________________________

Witness Signature
__________________________

Printed or typed name of witness
__________________________

Date
__________________________

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of ____________
A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City
Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation,
existing under the laws of the State of Florida, on behalf of the corporation. They are
personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: __________________________

APPROVED AS TO FORM:

City Attorney (Designee)
By: __________________________

ATTEST:
KENNETH BURKE, CLERK

By: __________________________
Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: __________________________
Gary Cornwell, City Administrator

ATTEST:

By: __________________________
Chandrahasa Srinivasa, City Clerk

(Seal)

APPROVED AS TO FORM:

Office of the County Attorney

PINELLAS COUNTY, FLORIDA,
by and through its Board of County
Commissioners,

By: __________________________
Chairman
This Covenant is made the ___ day of _________, 2017, by RANDALL A. LATHROP, (hereinafter referred to as the “Owner”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation, or rehabilitation of a certain property located at 2601 3rd Avenue North, St. Petersburg, Florida (hereinafter, the “Property”), also known as the Lathrop Residence, which is owned in fee simple by the Owner. The Property is a contributing property to the Kenwood Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

HALL'S CENTRAL AVE NO. 1 BLK 8, LOT 16

In consideration of the historic preservation property tax exemption granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:
3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an
assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

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8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost
or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12(3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNERS

RANDALL A. LATHROP
By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of __________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided _____________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided ______________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS  

The foregoing instrument was acknowledged before me this ___ day of __________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: _______________________

ATTEST:
KENNETH BURKE, CLERK

By: _______________________

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: _______________________
Gary Cornwell, City Administrator

ATTEST:
By: _______________________
Chandrahasa Srinivasa, City Clerk

(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

City Attorney (Designee)
By: _______________________

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: _______________________
Chairman

APPROVED AS TO FORM:

Office of the County Attorney
This Covenant is made the ___ day of __________, 2017, by RANDALL A. LATHROP, (hereinafter referred to as the “Owner”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation, or rehabilitation of a certain property located at 2601 3rd Avenue North, St. Petersburg, Florida (hereinafter, the “Property”), also known as the Lathrop Residence, which is owned in fee simple by the Owner. The Property is a contributing property to the Kenwood Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

HALL'S CENTRAL AVE NO. 1 BLK 8, LOT 15

In consideration of the historic preservation property tax exemption granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:
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5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an
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or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided __________________________________ as identification.
By:
Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of ____________, 2017, by RANDALL A. LATHROP, in his capacity as Owner of 2601 3rd Avenue North, the Lathrop Residence, who is personally known to me, or has provided _________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA   )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this ___ day of __________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: ____________________________

ATTEST:
KENNETH BURKE, CLERK

By: ____________________________

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney
CITY OF ST. PETERSBURG
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CASE #2: CITY FILE AVT #14-90400013

Name of Property: Rosenberg Residence, 436 12th Avenue NE

Designation Type/Date: Contributing Property to the North Shore National Register Historic District (February 2003)

Request: Approve Historic Property Ad Valorem Tax Exemption

Recommendation: City Administration Recommends APPROVAL of the Ad Valorem Tax Exemption for the Rosenberg Residence at 436 12th Avenue NE

General Eligibility Requirements
The subject property, constructed circa 1923, is a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and is therefore, a “qualifying property” for the ad valorem tax exemption for historic properties. The applicant has met all procedural, technical, and financial requirements set forth in City Code Chapter 16, sub-Section 16.30.070.4, and was partially approved for the Part 1 Preconstruction Application on December 22, 2015 prior to beginning the applicable improvements on the subject property. The 2015 approval did not include the addition, which has been reconsidered under the current City ordinance that now allows compatible additions. The Part 2 Request for Review of Completed Work was approved on December 30, 2016, with completion of the work during April 2016.
Eligibility for the ad valorem tax exemption under City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by the Historic Preservation staff to be sympathetic to its architectural and/or historical integrity. Per City Code, qualifying improvements generally do not include land acquisition or relocation costs, non-historic adaptations, recreation facilities or landscaping features, appliances, counters, etc. For the purposes of this ad valorem tax exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser's assessed property value for the year 2015, which was $279,411. To date, the applicant has documented $152,405 in qualified improvement expenses for the rehabilitation of the building, which is approximately 54.5 percent of the 2015 assessed value.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2015 assessment, the subject property had an ad valorem tax basis of $5,421.80, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the 10-year ad valorem tax exemption period. The actual ad valorem tax exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation, which may be affected by any resulting increase or decrease in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as, the qualified improvements, once approved by the St. Petersburg City Council and the Board of Pinellas County Commissioners.

Since 12.1077 mills (6.7550 City, 5.3377 County-wide, 0.0150 Pinellas County Planning Council) of the total current year (2016) millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners currently save approximately $121.07 for every $10,000.00 of qualifying market value increase, with no apparent cap on qualifying expenses or ultimate exemption amount. It must be noted that annual millage rates and market values may fluctuate, and may affect industry appraisal formulas that are the ultimate determinants for calculating the actual tax increase to be applied (exempted). Therefore, precise factual accounting in advance of any applied tax year is limited for the purposes of this report, though a rough set of estimates is provided in the attached "Summary Table."
Compliance with Secretary of Interior’s Standards for Historic Preservation

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties subject to the ad valorem tax exemption is sought must comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the applicant is determined by Staff to be in compliance with these requirements. The Photo Reference Table below provides a general overview of the major completed improvements to the subject property, followed by photographs of noteworthy rehabilitation improvements as referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Eligible Improvement</th>
<th>Photo Reference</th>
<th>Sympathetic/Compatible to Historic Character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character-defining features</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-rehabilitation/post rehabilitation comparison of frontal view</td>
<td>1a, 1b</td>
<td>Yes</td>
</tr>
<tr>
<td>Addition connections reveal compatible alignment, continuity</td>
<td>2a, 2b</td>
<td>Yes</td>
</tr>
<tr>
<td>New Hardie board plank siding</td>
<td>7</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Appendix A
(Photographs)

Photos 1a, b: Pre-(1a) and post-construction (1b) comparison reveals no change to frontal view perspective. Photos by Staff, 2014/2017, respectively.

Photos 2a, b: Addition connection reveals compatible alignment, continuity. Photo by Staff, 2017.

Photo 4: View of pre-construction rear/side elevation. Photo by Staff, 2014.

Photo 5: View non-historic, pre-construction aluminum window sets. Photo by Staff, 2014.
Photo 6: View historic double-hung window sets. Photo by Staff, 2014.

Photo 7: New Hardie board siding reveals a more appropriate treatment versus the pre-existing vinyl siding (see Photo 6), and earlier asbestos shingles. Photo by Staff, 2017.
RESOLUTION NO. ______

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE ROSENBERG RESIDENCE, LOCATED AT 436 12TH AVENUE NORTHEAST, A CONTRIBUTING PROPERTY TO THE NORTH SHORE HISTORIC DISTRICT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the Rosenberg Residence, a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Brooke N. Rosenberg and Todd F. Rosenberg:

BAY FRONT SUB BLK D, LOT 3

WHEREAS, the Keeper of the National Register in Washington, D.C. on February 20, 2003, approved the nomination of the North Shore Historic District to the National Register of Historic Places; and

WHEREAS, Planning and Economic Development staff approved the Part I ad valorem tax exemption application (AVT 14-90400013) on December 22, 2015; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section
16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E); and

WHEREAS, the tax exemption shall be for a period of ten years which is from January 1, 2017, to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Rosenberg Residence, a contributing property to the North Shore Historic District listed in the National Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of March, 2017.

____________________________
Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

____________________________
1-26-17
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT DATE

____________________________
2-1-17
CITY ATTORNEY (DESIGNEE) DATE
This Covenant is made the ___ day of __________, 2017, by BROOKE N. ROSENBERG AND TODD F. ROSENBERG, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 436 12th Avenue Northeast, St. Petersburg, Florida, the Rosenberg Residence, which is owned in fee simple by the Owners. The Property (hereinafter, the “Property”) is a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY FRONT SUB BLK D, LOT 3

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
The foregoing instrument was acknowledged before me this ____ day of ____________, 2017, by BROOKE N. ROSENBERG, in her capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Signature)
Commission expires:
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by TODD F. ROSENBERG, in his capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ___ day of ____________ A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Stamp

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: __________________________

(Notary Signature)

Commission Expires:

APPROVED AS TO FORM:

City Attorney (Designee)

By: __________________________

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: __________________________

Gary Cornwell, City Administrator

ATTEST:

By: __________________________

Chandrahasa Srinivasa, City Clerk

(Affix Seal)

PINELLAS COUNTY, FLORIDA,

by and through its Board of County Commissioners,

By: __________________________

Chairman
This Covenant is made the ___ day of __________, 2017, by BROOKE N. ROSENBERG AND TODD F. ROSENBERG, (hereinafter referred to as the "Owners"), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as "City") and PINELLAS COUNTY, FLORIDA (hereinafter referred to as "County"), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 436 12th Avenue Northeast, St. Petersburg, Florida, the Rosenberg Residence, which is owned in fee simple by the Owners. The Property (hereinafter, the "Property") is a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY FRONT SUB BLK D, LOT 3

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Economic Development Department  
Post Office Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5470 Phone  
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

OWNERS

BROOKE N. ROSENBERG
By:

Witness Signature

Owner Signature

Printed or typed name of Witness

Printed or typed name of Owner

Date

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by BROOKE N. ROSENBERG, in her capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided ________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by TODD F. ROSENBERG, in his capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided ________________________ as identification.
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of __________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: 

APPROVED AS TO FORM:

City Attorney (Designee)

By: 

ATTEST:
KENNETH BURKE, CLERK

By: 

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By:____________________

Gary Cornwell, City Administrator

ATTEST:

By:____________________

Chandrahasa Srinivasa, City Clerk

(Seal)

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By:____________________

Chairman
City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the ___ day of __________, 2017, by BROOKE N. ROSENBERG AND TODD F. ROSENBERG, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 436 12th Avenue Northeast, St. Petersburg, Florida, the Rosenberg Residence, which is owned in fee simple by the Owners. The Property (hereinafter, the “Property”) is a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY FRONT SUB BLK D, LOT 3

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning.
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Economic Development Department  
Post Office Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5470 Phone  
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNERS

BROOKE N. ROSENBERG
By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by BROOKE N. ROSENBERG, in her capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided ___________________________________ as identification.

(Notary Signature)
Commission expires:
TODD F. ROSENBERG
By:

Witness Signature

Owner Signature

Printed or typed name of Witness

Printed or typed name of Owner

Date

Date

Witness Signature

Printed or typed name of witness

Date

STATE OF FLORIDA
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me this ____ day of __________, 2017, by TODD F. ROSENBERG, in his capacity as Owner of 436 12th Avenue Northeast, the Rosenberg Residence, who is personally known to me, or has provided ____________________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
WITNESSES

________________________
Witness Signature

________________________
Printed or Typed Name of Witness

________________________
Witness Signature

________________________
Printed or Typed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS  

The foregoing instrument was acknowledged before me this ____ day of ____________ , A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: ____________

APPROVED AS TO FORM:

City Attorney (Designee)
By: ____________

ATTEST:
KENNETH BURKE, CLERK

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney
CITY OF ST. PETERSBURG
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CASE #3: CITY FILE AVT #15-90400002

Name of Property: Reid/Winters Residence, 806 18th Avenue NE

Designation Type/Date: Local Historic Landmark (HPC 16-90300001) and Contributing Property to the North Shore National Register Historic District (February 2003)

Request: Approve Historic Property Ad Valorem Tax Exemption

Recommendation: City Administration Recommends APPROVAL of the Ad Valorem Tax Exemption for the Reid/Winters Residence at 806 18th Avenue NE.

General Eligibility Requirements
The subject property, constructed in 1923 was listed as a local historic landmark in the St. Petersburg Register of Historic Places in 2016, and is a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and is therefore, a “qualifying property” for the ad valorem tax exemption for historic properties. The applicant has met all procedural, technical, and financial requirements set forth in City Code Chapter 16, sub-Section 16.30.070.4, and was partially approved for the Part 1 Preconstruction Application of the ad valorem tax exemption on May 12, 2015 prior to beginning the applicable improvements on the subject property. The 2015 approval acknowledged the detached shed and now demolished garage. The Part 2 Request for Review of Completed Work was approved on January 10, 2017, with completion of the work by December 31, 2016.
Eligibility for the ad valorem tax exemption under City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by the Historic Preservation staff to be sympathetic to its architectural and/or historical integrity. Per City Code, qualifying improvements generally do not include land acquisition or relocation costs, non-historic adaptations, recreation facilities or landscaping features, appliances, counters, etc.

For the purposes of this ad valorem tax exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2015, which was $397,892. To date, the applicant has documented $79,065 in qualified improvement expenses for the rehabilitation of the building, which is approximately 19.8 percent of the 2015 assessed value.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2015 assessment, the subject property had an ad valorem tax basis of $9,815.80, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the 10-year ad valorem tax exemption period. The actual ad valorem tax exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation, which may be affected by any resulting increase or decrease in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as, the qualified improvements, once approved by the St. Petersburg City Council and the Board of Pinellas County Commissioners.

Since 12.1077 mils (6.7550 City, 5.3377 County-wide, 0.0150 Pinellas County Planning Council) of the total current year (2016) millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners currently save approximately $121.07 for every $10,000.00 of qualifying market value increase, with no apparent cap on qualifying expenses or ultimate exemption amount. It must be noted that annual millage rates and market values may fluctuate, and may affect industry appraisal formulas that are the ultimate determinants for calculating the actual tax increase to be applied (exempted). Therefore, precise factual accounting in advance of any applied tax year is limited for the purposes of this report, though a rough set of estimates is provided in the attached "Summary Table."

**Compliance with Secretary of Interior’s Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the applicant is determined by Staff to be in compliance with these requirements. The Photo Reference Table below provides a general overview of the major completed improvements to the subject property, followed...
by photographs of noteworthy rehabilitation improvements as referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Eligible Improvement</th>
<th>Photo Reference</th>
<th>Sympathetic/Compatible to Historic Character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character-defining features</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-rehabilitation/post rehabilitation comparison of roof cladding</td>
<td>1a, 1b</td>
<td>Yes</td>
</tr>
<tr>
<td>Exposed, character-defining roof elements and active repair</td>
<td>2a, 2b</td>
<td>Yes</td>
</tr>
<tr>
<td>Repaired mortar for clinker brick masonry</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>Repaired, reconditioned front entry door</td>
<td>4</td>
<td>Yes</td>
</tr>
<tr>
<td>Roof beams/structure repaired</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td>Non-historic carport replaced with newer shed</td>
<td>6a, 6b</td>
<td>Yes</td>
</tr>
<tr>
<td>Window sets repaired and preserved</td>
<td>7a, 7b</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Appendix A
(Photographs)

Photos 1a, b: Pre-(1a) and post-rehabilitation (1b) comparison of roof cladding. Photos by Staff, 2015/2016, respectively.

Photos 2a, b: Deteriorated roof components (2a), and active rehabilitation to exposed roof structural and decorative elements (2b). Photos by Staff, 2015/2016, respectively.

Photo 3: Repointed character-defining clinker brick (typ.). Photo by Staff, 2016.
Photo 4: Reconditioned frontal entry door assumed to be original. Photo by Staff, 2016.

Photo 5: Close-up of repaired roof beams/structure at frontal porch. Photo by Staff, 2017.
Photos 6a, b: Non-historic carport at rear (6a) replaced with more compatible shed (6b). Photos by Staff, 2015/2017, respectively.

Photos 7a, b: Non-operable window sets (7), and repaired windows (7b). Photos by Staff, 2015/2016 respectively.
RESOLUTION NO. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE REID/WINTERS RESIDENCE (THE SARGENT HOUSE), LOCATED AT 806 18TH AVENUE NORTHEAST, A LOCAL HISTORIC LANDMARK LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES, AND A CONTRIBUTING PROPERTY TO THE NORTH SHORE HISTORIC DISTRICT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the Reid/Winters Residence (the Sargent House), a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Kendall M. Reid and Sharon A. Winters:

SNELL & HAMLETT'S NORTH SHORE ADD BLK 69, LOT 4

WHEREAS, the St. Petersburg City Council on May 19, 2016 approved the designation of the Reid/Winters Residence (the Sargent House) to the St. Petersburg Register of Historic Places, and the Keeper of the National Register in Washington, D.C. on February 20, 2003, approved the nomination of the North Shore Historic District to the National Register of Historic Places; and
WHEREAS, Planning and Economic Development staff approved the Part I ad valorem tax exemption application (AVT 15-90400002) on May 12, 2015; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E); and

WHEREAS, the tax exemption shall be for a period of ten years which is from January 1, 2017, to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Reid/Winters Residence (the Sargent House), a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of March, 2017.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:_____________________
Chan Srinivasa, City Clerk
This Covenant is made the ___ day of __________, 2017, by KENDALL M. REID AND SHARON A. WINTERS, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain Property located at 806 18th Avenue Northeast, St. Petersburg, Florida, also known as the Reid/Winters Residence (landmarked as the Sargent House), which is owned in fee simple by the Owners. The Property (hereinafter, the “Property”) is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

SNELL & HAMLETT'S NORTH SHORE ADD BLK 69, LOT 4

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Owner Signature

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNERS

KENDALL M. REID

By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of ____________, 2017, by KENDALL M. REID, in his capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________________________ as identification.

(Notary Signature)
Commission expires:
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day of ______________, 2017, by SHARON A. WINTERS, in her capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Stamp)

Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

By: ___________________________
City Attorney (Designee)

APPROVED AS TO FORM:

By: ___________________________
Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: ___________________________
Gary Cornwell, City Administrator

ATTEST:

By: ___________________________
Chandrahasa Srinivasa, City Clerk

PINFELLAS COUNTY, FLORIDA,

by and through its Board of County Commissioners,

By: ___________________________
Chairman
This Covenant is made the ____ day of ____________, 2017, by KENDALL M. REID AND SHARON A. WINTERS, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain Property located at 806 18th Avenue Northeast, St. Petersburg, Florida, also known as the Reid/Winters Residence (landmarked as the Sargent House), which is owned in fee simple by the Owners. The Property (hereinafter, the “Property”) is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

SNELL & HAMLETT'S NORTH SHORE ADD BLK 69, LOT 4

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNERS

KENDALL M. REID

By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ______________, 2017, by KENDALL M. REID, in his capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________作为 identification.

(Notary Stamp)

(Notary Signature)

Commission expires:
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by SHARON A. WINTERS, in her capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA                         
COUNTY OF PINELLAS   

The foregoing instrument was acknowledged before me this _____ day of ____________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

(Notary Signature)
Commission Expires:

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: 

APPROVED AS TO FORM:

City Attorney (Designee)
By: 

ATTEST:
KENNETH BURKE, CLERK

By: 

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: Gary Cornwell, City Administrator

ATTEST:

By: Chandrahasa Srinivasa, City Clerk

(Attix Seal)

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: Chairman
This Covenant is made the ___ day of __________, 2017, by KENDALL M. REID AND SHARON A. WINTERS, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain Property located at 806 18th Avenue Northeast, St. Petersburg, Florida, also known as the Reid/Winters Residence (landmarked as the Sargent House), which is owned in fee simple by the Owners. The Property (hereinafter, the “Property”) is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

SNELL & HAMLET'S NORTH SHORE ADD BLK 69, LOT 4

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of __________, 2017, by KENDALL M. REID, in his capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________________ as identification.
SHARON A. WINTERS
By:

Witness Signature

Owner Signature

Printed or typed name of Witness

Printed or typed name of Owner

Date

Date

Witness Signature

Printed or typed name of witness

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of __________, 2017, by SHARON A. WINTERS, in her capacity as Owner of 806 18th Avenue Northeast, the Reid/Winters Residence, who is personally known to me, or has provided __________________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

CITY OF ST. PETERSBURG,
FLORIDA

By:_____________________
Gary Cornwell, City Administrator

ATTEST:

By:_____________________
Chandrahasa Srinivasa, City Clerk

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ___ day of ____________,
A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City
Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation,
eexisting under the laws of the State of Florida, on behalf of the corporation. They are
personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: Michael J. Dern

APPROVED AS TO FORM:

City Attorney (Designee)
By:

ATTEST:
KENNETH BURKE, CLERK

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

PINELLAS COUNTY, FLORIDA,
by and through its Board of County
Commissioners,

By:_____________________
Chairman
CITY OF ST. PETERSBURG
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CASE #4: CITY FILE AVT #14-90400004

Name of Property: Sadler Residence (Ridgely House), 600 Beach Drive NE

Designation Type/Date: Local Historic Landmark (HPC 09-03) and Contributing Property to the North Shore National Register Historic District (February 2003)

Request: Approve Historic Property Ad Valorem Tax Exemption

Recommendation: City Administration Recommends APPROVAL of the Ad Valorem Tax Exemption for the Sadler Residence (Ridgely House) at 600 Beach Drive NE.

General Eligibility Requirements
The subject property, constructed in 1910 was listed as a local historic landmark in the St. Petersburg Register of Historic Places in 2009, and is a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and is therefore, a “qualifying property” for the ad valorem tax exemption for historic properties. The applicant has met all procedural, technical, and financial requirements set forth in City Code Chapter 16, sub-Section 16.30.070.4, and was partially approved for the Part 1 Preconstruction Application of the ad valorem tax exemption on January 23, 2013 prior to beginning the applicable improvements on the subject property. The applicant was approved for two six-month extensions. The Part 2 Request for Review of Completed Work was approved on January 10, 2017, with completion of the work by December 31, 2016.

Eligibility for the ad valorem tax exemption under City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on “qualifying improvements,” which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by the Historic Preservation staff to be sympathetic to its architectural and/or historical integrity. Per City Code, qualifying improvements generally do not include land acquisition or relocation costs, non-historic adaptations, recreation facilities or landscaping features, appliances, counters, etc.

For the purposes of this ad valorem tax exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser’s assessed property value for the year 2014 which was $239,955. To date, the applicant has documented $239,310 in qualified improvement expenses for the rehabilitation of the building, which is approximately 99.7 percent of the 2014 assessed value.

Fiscal Impact of Ad Valorem Tax Exemption
For the 2014 assessment, the subject property had an ad valorem tax basis of $4,541.25, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the 10-year ad valorem tax exemption period. The actual ad valorem tax exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation, which may be affected by any resulting increase or decrease in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as, the qualified improvements, once approved by the St. Petersburg City Council and the Board of Pinellas County Commissioners.

Since 12.1077 mills (6.7550 City, 5.3377 County-wide, 0.0150 Pinellas County Planning Council) of the total current year (2016) millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners currently save approximately $121.07 for every $10,000.00 of qualifying market value increase, with no apparent cap on qualifying expenses or ultimate exemption amount. It must be noted that annual millage rates and market values may fluctuate, and may affect industry appraisal formulas that are the ultimate determinants for calculating the actual tax increase to be applied (exempted). Therefore, precise factual accounting in advance of any applied tax year is limited for the purposes of this report, though a rough set of estimates is provided in the attached “Summary Table.”

Compliance with Secretary of Interior’s Standards for Historic Preservation
According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the applicant is determined by Staff to be in compliance with these requirements. The Photo Reference Table below provides a general overview of the major completed improvements to the subject property, followed
by photographs of noteworthy rehabilitation improvements as referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Eligible Improvement</th>
<th>Photo Reference</th>
<th>Sympathetic/Compatible to Historic Character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character-defining features</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-rehabilitation/post rehabilitation comparison of south elevation of east facade</td>
<td>1a, 1b</td>
<td>Yes</td>
</tr>
<tr>
<td>Window replacement from non-historic aluminum to wood.</td>
<td>2a, 2b</td>
<td>Yes</td>
</tr>
<tr>
<td>Before and after photos of interior front revealing new window sets</td>
<td>3a, 3b</td>
<td>Yes</td>
</tr>
<tr>
<td>Typical pre-rehabilitation wood deterioration and post-rehabilitation result</td>
<td>4a, 4b, 4c</td>
<td>Yes</td>
</tr>
<tr>
<td>Typical plumbing upgrade work</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td>Active interior repairs</td>
<td>6a, 6b</td>
<td>Yes</td>
</tr>
<tr>
<td>Frontal entry sidelights replaced</td>
<td>7a, 7b</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Appendix A
(Photographs)

Photos 1a, b: Pre-(1a) and post-rehabilitation (1b) comparison of south side and facade. Photos by Staff, 2013/2017, respectively.

Photos 2a, b: Before (2a) and after (2b) window sets as typical for entire building. Photos by Staff, 2013/2015, respectively.
Photo 3: Before (3a) and after (3b) of frontal lower floor sunroom revealing replacement windows. Photos by Staff, 2013/2015, respectively.

Photos 4a, b, c: Typical wood deterioration (4a, 4b) and repair (4c). Photos by Staff, 2013, 2017, respectively.
**Photo 5:** Typical plumbing upgrade showing active work. Photo by Staff, 2013.

**Photos 6a, b:** Active interior repairs. Photos by Staff, 2013/2015, respectively.

**Photos 7a, b:** Non-historic sidelights (7a), and more appropriate replacement set (7b). Photos by Staff, 2009/2016, respectively.
RESOLUTION NO. ______

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE SADLER RESIDENCE (THE RIDGELY HOUSE), LOCATED AT 600 BEACH DRIVE NORTHEAST, A LOCAL HISTORIC LANDMARK LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES, AND A CONTRIBUTING PROPERTY TO THE NORTH SHORE HISTORIC DISTRICT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the Sadler Residence (the Ridgely House), a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Bruce A. Sadler and Mary D. Sadler:

BAY SHORE REV BLK 7, LOT 17 & S 10FT OF LOT 16 & E 10FT OF LOT 15 & W 5FT OF E 15FT OF N 36 FT OF LOT 15 & VAC ALLEY

WHEREAS, the St. Petersburg City Council on August 6, 2009 approved the designation of the Sadler Residence (the Ridgely House) to the St. Petersburg Register of Historic Places, and the Keeper of the National Register in Washington, D.C. on February 20, 2003, approved the nomination of the North Shore Historic District to the National Register of Historic Places; and
WHEREAS, Planning and Economic Development staff approved the Part I ad valorem tax exemption application (AVT 14-90400004) on January 23, 2014; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E); and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2017, to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Sadler Residence (Ridgely House), a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of March, 2017.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY ATTORNEY (DESIGNEE)
This Covenant is made the ___ day of __________, 2017, by BRUCE A. SADLER AND MARY D. SADLER, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 600 Beach Drive Northeast, St. Petersburg, Florida, (hereinafter, the “Property”), also known as the Sadler Residence (landmarked as the Ridgely House), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY SHORE REV BLK 7, LOT 17 & S 10FT OF LOT 16 & E 10FT OF LOT 15 & W 5FT OF E 15FT OF N 36 FT OF LOT 15 & VAC ALLEY

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Economic Development Department  
Post Office Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5470 Phone  
(727) 892-5001 Fax  

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by BRUCE A. SADLER, in his capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ___________________________________ as identification.

(Notary Signature)
Commission expires:
MARY D. SADLER
By:

Witness Signature

Printed or typed name of Witness

Date

Owner Signature

Printed or typed name of Owner

Date

Witness Signature

Printed or typed name of witness

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by MARY D. SADLER, in her capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ____________________________ as identification.

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ____ day of __________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: ____________________________

City Attorney (Designee)
By: ____________________________

ATTEST:

KENNETH BURKE, CLERK

By: ____________________________

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Gary Cornwell, City Administrator

ATTEST:

By: ____________________________
Chandrahasa Srinivasa, City Clerk

(Notary Seal)

APPROVED AS TO CONTENT:

(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

City Attorney (Designee)
By: ____________________________

City Attorney (Designee)
By: ____________________________

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: ____________________________
Chairman
This Covenant is made the ___ day of __________, 2017, by BRUCE A. SADLER AND MARY D. SADLER, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 600 Beach Drive Northeast, St. Petersburg, Florida, (hereinafter, the “Property”), also known as the Sadler Residence (landmarked as the Ridgely House), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY SHORE REV BLK 7, LOT 17 & S 10FT OF LOT 16 & E 10FT OF LOT 15 & W 5FT OF E 15FT OF N 36 FT OF LOT 15 & VAC ALLEY

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Economic Development Department  
Post Office Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5470 Phone  
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
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7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Owner

Witness

Owner

By:

Witness

Owner

Date

Date

Owner

Printed or typed name of witness

Printed or typed name of Owner

Witness

Printed or typed name of Witness

Date

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by BRUCE A. SADLER, in his capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ______________________________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
MARY D. SADLER
By:

Witness Signature

Owner Signature

Printed or typed name of Witness

Printed or typed name of Owner

Date

Date

Witness Signature

Printed or typed name of witness

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by MARY D. SADLER, in her capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ___________________________ as identification.

(Notary Stamp)

Notary Signature

Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ___ day of ____________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: __________________________

APPROVED AS TO FORM:

City Attorney (Designee)

By: __________________________

ATTEST:
KENNETH BURKE, CLERK

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney
This Covenant is made the ___ day of __________, 2017, by BRUCE A. SADLER AND MARY D. SADLER, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 600 Beach Drive Northeast, St. Petersburg, Florida, (hereinafter, the “Property”), also known as the Sadler Residence (landmarked as the Ridgely House), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places, and a contributing property to the North Shore Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BAY SHORE REV BLK 7, LOT 17 & S 10FT OF LOT 16 & E 10FT OF LOT 15 & W 5FT OF E 15FT OF N 36 FT OF LOT 15 & VAC ALLEY

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by BRUCE A. SADLER, in his capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ___________________________________ as identification.

(Notary Signature)
Commission expires:
The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by MARY D. SADLER, in her capacity as Owner of 600 Beach Drive Northeast, the Sadler Residence (Ridgely House), who is personally known to me, or has provided ______________________ as identification.
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS  

The foregoing instrument was acknowledged before me this ___ day of ____________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: Michael J. DeBenedetti

APPROVED AS TO FORM:

City Attorney (Designee)

By: ______________________

ATTEST:
KENNETH BURKE, CLERK

By: ______________________

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG, 
FLORIDA

By: ______________________
Gary Cornwell, City Administrator

ATTEST:

By: ______________________
Chandrahasa Srinivasa, City Clerk

(Attach Seal)

APPROVED AS TO FORM:

Office of the County Attorney

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: ______________________
Chairman
CITY OF ST. PETERSBURG
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CASE #5: CITY FILE AVT 13-90400005

Name of Property: Grimes Residence (Monticello Apartments), 750 3rd Street N
Designation Type/Date: Local Historic Landmark (HPC 05-01)
Request: Approve Historic Property Tax Exemption
Recommendation: City Administration Recommends APPROVAL of the Ad Valorem Tax Exemption for the Grimes Residence (Monticello Apartments) at 750 3rd Street N

General Eligibility Requirements
The subject property includes a main house and a detached garage separately relocated from different sites in 2005 and 2013, respectively. Typically, relocated buildings are disqualified from historic designation, or as a contributing status since relocation tends to severely diminish integrity of location and setting. However, the preservation of the two buildings within a similar historical context, in comparison to demolition, provides a benefit to community historic preservation that fosters retention of historic elements and retention of materials, building design, workmanship, and association within a character-rich urban neighborhood. Therefore, the subject property that now includes two contextually important historic buildings renders an eligibility that runs outside of typical approvals, but that is important to providing preservation incentives that give weight to preserving a diminishing historic building stock.

The main house was constructed circa 1909, and the detached garage was likely constructed in 1917 by a local building supplier. The main building was listed as a local historic landmark in the St. Petersburg Register of Historic Places in 2009. A COA approved for the garage relocation in 2013 recognizes and conditions the relocation of the garage as a compatible change in order for the site as a whole to retain its landmark designation status, an thusly, establishes it as a “qualifying property” for the ad valorem tax exemption for historic properties.

The applicant has met all procedural, technical, and financial requirements set forth in City Code Chapter 16, sub-Section 16.30.070.4, and was approved for the Part 1 Preconstruction Application on September 30, 2013 prior to relocation and beginning the applicable improvements on the subject property. The applicant was subsequently approved for two six-month extensions. The Part 2 Request for Review of Completed Work was approved on January 10, 2017, with completion of the work by September 30, 2016.
Eligibility for the ad valorem tax exemption under City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property as determined by the Historic Preservation staff to be sympathetic to its architectural and/or historical integrity. Per City Code, qualifying improvements generally do not include land acquisition or relocation costs, non-historic adaptations, recreation facilities or landscaping features, appliances, counters, etc.

For the purposes of this ad valorem tax exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser’s assessed property value for the year 2013 which was $344,435. To date, the applicant has documented $203,000 in qualified improvement expenses for the rehabilitation of the relocated building, which is approximately 58.9 percent of the subject property’s 2013 assessed value.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2013 assessment, the subject property had an ad valorem tax basis of $3,658.67, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the 10-year ad valorem tax exemption period. It must be noted that an increase in the tax basis for the property will likely be higher due to the 2016 expiration of the AVT exemption of $276,086 associated with the main house rehabilitation, which was approved during the 2007 AVT cycle. The actual ad valorem
tax exemption for the relocated garage will apply only to the increase in taxes resulting from its addition to the subject property and its qualifying rehabilitation, which may be affected by any resulting increase or decrease in market value as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as, the qualified improvements, once approved by the St. Petersburg City Council and the Board of Pinellas County Commissioners.

Since 12.1077 mils (6.7550 City, 5.3377 County-wide, 0.0150 Pinellas County Planning Council) of the total current year (2016) millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners currently save approximately $121.07 for every $10,000.00 of qualifying market value increase, with no apparent cap on qualifying expenses or ultimate exemption amount. It must be noted that annual millage rates and market values may fluctuate, and may affect industry appraisal formulas that are the ultimate determinants for calculating the actual tax increase to be applied (exempted). Therefore, precise factual accounting in advance of any applied tax year is limited for the purposes of this report, though a rough set of estimates is provided in the attached “Summary Table.”

**Compliance with Secretary of Interior’s Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the applicant is determined by Staff to be in compliance with these requirements. The Photo Reference Table below provides a general overview of the major completed improvements to the subject property, followed by photographs of noteworthy rehabilitation improvements as referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Eligible Improvement</th>
<th>Photo Reference</th>
<th>Sympathetic/Compatible to Historic Character</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character-defining features</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-relocation condition</td>
<td>1a, 1b</td>
<td>N/A</td>
</tr>
<tr>
<td>Pre-relocation view of subject property; post-relocation/rehabilitation view of completed project</td>
<td>2a, 2b</td>
<td>Yes</td>
</tr>
<tr>
<td>Pre-rehabilitation condition of interior space</td>
<td>3</td>
<td>N/A</td>
</tr>
<tr>
<td>Typical pre-rehabilitation wood deterioration</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>Active rehabilitation of interior</td>
<td>5a, 5b</td>
<td>Yes</td>
</tr>
<tr>
<td>Preservation of characteristic roof features</td>
<td>6</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Appendix A
(Photographs)

Photos 1a, b: Pre-relocation (1a), post-relocation (1b), and placement (1c) of garage. Photos by Staff, 2013 and 2015.

Photos 2a, b: Subject property before relocation as vacant part of overall property (2a); Permanent placement on subject property after relocation (2b). Photos by Staff, 2013/2017, respectively.

Photo 3: Pre-rehabilitation condition. Photo by Staff, 2013.
Photo 4: Typical damage to wood components pre-rehabilitation. Photo by Staff, 2013.

Photos 5a, b: Active rehabilitation of interior. Photo by Staff, 2016.
Photo 6: Roof cladding and Dutch gable preserved. Photo by Staff, 2017.
RESOLUTION NO.  

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE GRIMES RESIDENCE (MONTICELLO APARTMENTS), LOCATED AT 750 3rd STREET NORTH, A LOCAL HISTORIC LANDMARK LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLA COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City’s historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the Grimes Residence (Monticello Apartments), a local historic landmark listed in the St. Petersburg Register of Historic Places, and described as below (herein, the “Property”), which according to public record is presently owned by Kenneth L. Grimes and Elizabeth A. Grimes:

EASLEY’S, R. W. ADD BLK C, LOT 1 & E 5.50 FT OF LOT 2

WHEREAS, the St. Petersburg City Council on January 5, 2006 approved the designation of the Grimes Residence (Monticello Apartments) to the St. Petersburg Register of Historic Places; and

WHEREAS, Planning and Economic Development staff approved the Part I ad valorem tax exemption application (AVT 13-90400005) on September 30, 2013; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section
WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E); and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2017, to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Grimes Residence (Monticello Apartments), a local historic landmark listed in the St. Petersburg Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of March, 2017.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ____________________________
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

CITY ATTORNEY (DESIGNEE)
City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the ___ day of ___________, 2017, by KENNETH L. GRIMES AND ELIZABETH A. GRIMES, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 750 3rd Street North, St. Petersburg, Florida (hereinafter, the “Property”), the Grimes Residence (landmarked as the Monticello Apartments), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, ( ) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

EASLEY'S, R. W. ADD BLK C, LOT 1 & E 5.50 FT OF LOT 2

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, “gross negligence” means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
The foregoing instrument was acknowledged before me this _____ day of ____________, 2017, by KENNETH L. GRIMES, in his capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided _______________________ as identification.

(Notary Signature)
Commission expires:
The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by ELIZABETH A. GRIMES, in her capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided ______________________ as identification.
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA  )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this ___ day of __________., A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: __________________________

(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

City Attorney (Designee)

By: 

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: __________________________

Chairman

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: __________________________
Gary Cornwell, City Administrator

ATTEST:

By: __________________________
Chandrahasa Srinivasa, City Clerk

(Attest Seal)
This Covenant is made the ___ day of __________, 2017, by KENNETH L. GRIMES AND ELIZABETH A. GRIMES, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 750 3rd Street North, St. Petersburg, Florida (hereinafter, the “Property”), the Grimes Residence (landmarked as the Monticello Apartments), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, ( ) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

EASLEY'S, R. W. ADD BLK C, LOT 1 & E 5.50 FT OF LOT 2

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning.
3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owners will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owners shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
The foregoing instrument was acknowledged before me this ____ day of ______________, 2017, by KENNETH L. GRIMES, in his capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided ______________________ as identification.
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by ELIZABETH A. GRIMES, in her capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided ______________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

<table>
<thead>
<tr>
<th>City Attorney (Designee)</th>
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<tr>
<td>By: Michael S. Deno</td>
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APPROVED AS TO FORM:

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<th>City Attorney (Designee)</th>
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<td>By:</td>
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</tbody>
</table>

ATTEST:

KENNETH BURKE, CLERK

By: Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: _______________________
Gary Cornwell, City Administrator

ATTEST:

By: _______________________
Chandrahasa Srinivasa, City Clerk

(APPROX: PINELLAS, FLORIDA, KENNETH BURKE, CLERK
by and through its Board of County Commissioners,

By: _______________________
Chairman

APPROVED AS TO FORM:

Office of the County Attorney
This Covenant is made the ___ day of _________, 2017, by KENNETH L. GRIMES AND ELIZABETH A. GRIMES, (hereinafter referred to as the “Owners”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 750 3rd Street North, St. Petersburg, Florida (hereinafter, the “Property”), the Grimes Residence (landmarked as the Monticello Apartments), which is owned in fee simple by the Owners. The Property is a local historic landmark listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: (x) architecture, ( ) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

EASLEY'S, R. W. ADD BLK C, LOT 1 & E 5.50 FT OF LOT 2

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owners, the Owners hereby agree to the following for the period of the tax exemption, which is from January 1, 2017, to December 31, 2026:

1. The Owners agree to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owners agree that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
Post Office Box 2842
St. Petersburg, Florida 33731
(727) 892-5470 Phone
(727) 892-5001 Fax

3. [Only for properties of archaeological significance] The Owners agree to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owners from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owners agree that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owners or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will report such violation to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owners shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
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7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owners will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. The Local Historic Preservation Office will evaluate the information provided, make a determination regarding removal of the Property from eligibility for tax exemption, and notify the Owners in writing of its determination regarding removal of the Property. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, the Local Historic Preservation Office will notify the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owners.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owners, the Local Historic Preservation Office shall notify the Owners in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owners shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owners cannot show such circumstances, the Owners shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owners shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owners and the Local Historic Preservation Office. If the Owners do not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such violation to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owners shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owners, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

________________________
Witness Signature

________________________
Printed or typed name of Witness

________________________
Date

________________________
Witness Signature

________________________
Printed or typed name of witness

________________________
Date

OWNERS

KENNETH L. GRIMES
By:

________________________
Owner Signature

________________________
Printed or typed name of Owner

________________________
Date

________________________
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017, by KENNETH L. GRIMES, in his capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided ____________________ as identification.

________________________
(Notary Signature)

Commission expires:
The foregoing instrument was acknowledged before me this ____ day of ____________, 2017, by ELIZABETH A. GRIMES, in her capacity as Owner of 750 3rd Street North, the Grimes Residence (Monticello Apartments), who is personally known to me, or has provided ____________________________ as identification.

(Notary Stamp)
CITY OF ST. PETERSBURG, FLORIDA

By: __________________________
Gary Cornwell, City Administrator

ATTEST:
By: __________________________
Chandrahasa Srinivasa, City Clerk

The foregoing instrument was acknowledged before me this ___ day of ____________, A.D. 2017, by Gary Cornwell and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Signature)
Commission Expires:

APPROVED AS TO CONTENT:

(APPROVED AS TO FORM:

City Attorney (Designee)
By: __________________________

City Attorney (Designee)
By: __________________________

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

(APPROVED AS TO FORM:

Office of the County Attorney

By: __________________________
Chairman
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a site access agreement with EnviroTrac Ltd. Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of soil boring sampling and monitoring well installation, if necessary, on a portion of City-owned Woodlawn Park; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Engineering and Capital Improvements Department ("ECI") received a request from EnviroTrac Ltd. Inc., an environmental consultant acting on behalf of the Florida Department of Environmental Protection ("FDEP"), to take soil boring samples and install monitoring wells, if necessary, within a portion of Woodlawn Park that runs parallel with 16th Street North ("Premises") in front of the building currently under a license agreement with the Police Athletic League ("PAL"), to test for petroleum contamination that may be originating from a nearby property. ECI subsequently requested Real Estate and Property Management Department ("REPM") to develop a site access agreement to allow for conducting soil boring sampling and installing monitoring wells, if necessary, on the Premises.

FDEP provides a petroleum contamination assessment program ("Program") for former petroleum storage tank sites where the petroleum tanks have been removed. As part of the Program, consultants take soil samples and place monitoring wells, if necessary, around the source of contamination to determine the extent of the contamination. The soil boring samples and installation of monitoring wells, if necessary, on the Premises will determine if there is any off-site contamination infiltrating through the Premises that is originating from nearby properties which previously had underground storage tanks. The Premises is not the source of the contamination.

The site access agreement developed by REPM defines the scope of work permitted as defined in Florida Administrative Code Chapter 62-780 or Chapter 62-730, specifies ownership of the equipment installed, and provides for the restoration of the property after the conclusion of the agreement. As the location of the soil bore sampling and monitoring wells, if necessary, is along a street right-of-way, there will be minimal impact to the ongoing use of the Premises and no cost to the City for this work.
As the portion of the Premises on which the soil boring sampling will occur and monitoring wells may be installed, if necessary, is in front of the building currently under a license agreement with PAL, an illustration depicting the area for soil boring and installation of monitoring wells, if necessary, was provided to PAL’s Director of Operations for review and subsequently approved.

The site access agreement allows for soil boring and subsequent installation of monitoring wells, if necessary, for a three (3) year term. Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property permits City Council approval of leases (this site access agreement is considered a lease under the terms of the City Charter) for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estates (NSE).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a site access agreement with EnviroTrac Ltd. Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of soil boring sampling and monitoring well installation, if necessary, on a portion of City-owned Woodlawn Park; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There is no cost to the City for this voluntary program.

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget: N/A

Legal:

(As to consistency w/attached legal documents)

Legal: 00308119.doc V. 3
ILLUSTRATION
Soil Boring Sampling & Monitoring Well Locations – Woodlawn Park

Police Athletic League

Soil Boring Sampling & Monitoring Well Area

15th Avenue North

16th Street North

13th Avenue North

CM 170302 – 2b RE FDEP Site Access Agreement © Woodlawn Park 00308119
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A SITE ACCESS AGREEMENT WITH ENVIROTRAC LTD. INC., AN ENVIRONMENTAL CONSULTANT FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO ALLOW FOR PETROLEUM CONTAMINATION SITE ASSESSMENT IN THE FORM OF SOIL BORING SAMPLING AND MONITORING WELL INSTALLATION, IF NECESSARY, ON A PORTION OF CITY-OWNED WOODLAWN PARK; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Engineering and Capital Improvements Department ("ECI") received a request from EnviroTrac Ltd. Inc., an environmental consultant acting on behalf of the Florida Department of Environmental Protection ("FDEP"), to take soil boring samples and install monitoring wells, if necessary, within a portion of Woodlawn Park that runs parallel with 16th Street North ("Premises") in front of the building currently under a license agreement with the Police Athletic League ("PAL"), to test for petroleum contamination that may be originating from a nearby property; and

WHEREAS, ECI subsequently requested Real Estate and Property Management Department ("REPM") to develop a site access agreement to allow for conducting soil boring sampling and installing monitoring wells, if necessary, on the Premises; and

WHEREAS, FDEP provides a petroleum contamination assessment program ("Program") for former petroleum storage tank sites where the petroleum tanks have been removed; and

WHEREAS, as part of the Program, consultants take soil samples and place monitoring wells, if necessary, around a source of contamination to determine the extent of the contamination; and

WHEREAS, the soil boring samples and installation of monitoring wells, if necessary, on the Premises will determine if there is any off-site contamination infiltrating through the Premises that is originating from nearby properties which previously had underground storage tanks; and

WHEREAS, the Premises is not the source of the contamination; and
WHEREAS, the site access agreement developed by REPM defines the scope of work permitted as defined in Florida Administrative Code Chapter 62-780 or Chapter 62-730, specifies ownership of the equipment installed, and provides for the restoration of the property after the conclusion of the agreement; and

WHEREAS, as the location of the soil bore sampling and monitoring wells, if necessary, is along a street right-of-way, there will be minimal impact to the ongoing use of the Premises and no cost to the City for this work; and

WHEREAS, as the portion of the Premises on which the soil boring sampling will occur and monitoring wells may be installed, if necessary, is in front of the building currently under a license agreement with PAL, an illustration depicting the area for soil boring and installation of monitoring wells, if necessary, was provided to PAL's Director of Operations for review and subsequently approved by PAL; and

WHEREAS, the site access agreement allows for soil boring and subsequent installation of monitoring wells, if necessary, for a three (3) year term; and

WHEREAS, Section 1.02(c)(1) of the City Charter, Park and Waterfront Property permits City Council approval of leases (this site access agreement is considered a lease under the terms of the City Charter) for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned Neighborhood Suburban Estates (NSE).

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 site access agreement with EnviroTrac Ltd. Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of soil boring sampling and monitoring well installation, if necessary, on a portion of City-owned Woodlawn Park; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00308119.doc V.3

APPROVED BY:

Brjesh Prayman
Director
Engineering & Capital Improvements

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to sell a ±3-acre portion of the unimproved City-owned South Pasco Wellfield to Tampa Bay Water for expansion of a water treatment facility and to grant two (2) easements to accommodate water transmission equipment to be installed in conjunction with the water treatment facility expansion, for the aggregate price of $83,400; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate & Property Management Department received a request from Tampa Bay Water ("TBW") requesting that the City sell to TBW a ±3-acre portion ("Parcel") of the City-owned South Pasco Wellfield ("Wellfield") and to create two (2) easements within the Wellfield ("Easements"). The Wellfield is generally located at the intersection of State Road 54 and Sunlake Boulevard in unincorporated Pasco County. The Parcel and Easements will allow for the expansion of an existing water treatment facility ("WTF") currently located within the Wellfield and the installation of water transmission equipment used in conjunction with the WTF.

TBW and the City's Water Resources Department staff met on several occasions to determine the scope of the request to ensure minimal impact on the Wellfield and the areas of the request were a result of those meetings.

In accordance with City policy, after queries with Administration and appropriate departments, the Parcel was declared surplus for City disposition and a sales contract was negotiated with TBW.

The Parcel is legally described as follows:

A parcel of land lying and being in Section 28, Township 26 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 28; thence N.00°23'48"E., along the westerly line of said Section 28, a distance of 1,467.34 feet; thence S.89°41'39"E., along the Centerline of the existing pavement, a distance of 769.89 feet; thence S.89°40'24"E., continue along the Centerline of the existing pavement, a distance of 32.23 feet; thence S.00°19'19"W., perpendicular to the previously described line a distance of 10.77 feet to the intersection with the southerly and easterly lines of a perpetual and non-exclusive easement as recorded in Official Records Book 4229 at Page 443 of the Public Records of Pasco County, Florida and to the Point of
The Wellfield was purchased by the City in 1966 for use as an additional source of water for the City. In 1998, ownership of the well heads, well equipment and well water conveyance facilities located within the Wellfield were conveyed to TBW with the City retaining ownership of the Wellfield property. TBW subsequently constructed the existing WTF on a portion of the Wellfield property to pre-treat water being delivered to Pasco County potable water providers.

The Parcel will be used for expansion of the WTF to allow TBW to 1) use different chemicals in the pre-treatment of well water; 2) construct a new pump station; and 3) create a new stormwater retention pond.

The Easements will consist of two (2) water transmission easements - one encompassing 4,400 square feet situated to the immediate north of the Parcel ("Easement 1") and the other encompassing 8,233 square feet situated to the immediate west of the Parcel ("Easement 2"). The Easements will allow for underground water transmission pipes to be used in conjunction with the expansion of the WTF.

On October 7, 2016, an appraisal was performed by John S. Menard and Leslie A. McKeon, Valbridge Property Advisors | Entreken Associates Inc., who stated in their opinion the estimated market value as follows: 1) Parcel - $80,600; 2) Easement 1 - $1,000; and 3) Easement 2 - $1,800, for a total of $83,400 ("Sale Price").

TBW has executed a Purchase & Sale Agreement for the Sale Price that includes a Purchase Option which provides that in the event that the Parcel and Easements are no longer being used by TBW, the City will have the right to purchase the Parcel and Easements from TBW for the Sale Price, subject to City Council approval.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to sell a ±3-acre portion of the unimproved City-owned South Pasco Wellfield to Tampa Bay Water for expansion of a water treatment facility and to grant two (2) new easements to accommodate water transmission equipment to be installed in conjunction with the water treatment facility expansion, for the aggregate price of $83,400; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget: N/A

Legal:

(As to consistency w/attached legal documents)
Legal: 00308418.doc v. 1
ILLUSTRATION

SKETCH

Section 28, Township 26 South, Range 18 East, Pasco County, Florida

PROPOSED EASEMENT #1

Southerly line of a Perpetual and Non-Exclusive Easement, O.R. Book 4229, Page 443

PROPOSED EASEMENT #2

Existing Easement

CENTRELINE OF THE EXISTING PAVEMENT

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION 28-26-18

PROPERTY ACQUISITION

105,002 Sq. Ft. or 3.093 Acres

EXISTING EASEMENT NOTE:
The existing 30, 35, 40, 45 & 60 foot easements shown, are for the existing raw and treated water mains. The perpetual & non-exclusive easement is recorded in O.R. Book 4229 at page 443 of the public records of Pasco County, Florida.

NOTE: THIS IS NOT A BOUNDARY SURVEY.

PREPARED BY:

RAYMOND T. BRIGHAM
PROFESSIONAL LAND SURVEYOR
NO. 2570, STATE OF FLORIDA

DATE: 10/13/2016

DRAWN BY: RTB
CHECKED BY: IAG
SCALE: 1" = 100'
SHEET 1 OF 2 SHEETS
Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL A ±3-ACRE PORTION OF THE UNIMPROVED CITY-OWNED SOUTH PASCO WELLFIELD TO TAMPA BAY WATER FOR EXPANSION OF A WATER TREATMENT FACILITY AND TO GRANT TWO (2) NEW EASEMENTS TO ACCOMMODATE WATER TRANSMISSION EQUIPMENT TO BE INSTALLED IN CONJUNCTION WITH THE WATER TREATMENT FACILITY EXPANSION, FOR THE AGGREGATE PRICE OF $83,400; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Real Estate & Property Management Department received a request from Tampa Bay Water ("TBW") requesting that the City sell to TBW a ±3-acre portion ("Parcel") of the City-owned South Pasco Wellfield ("Wellfield") and to create two (2) easements within the Wellfield ("Easements"); and

WHEREAS, the Wellfield is generally located at the intersection of State Road 54 and Sunlake Boulevard in unincorporated Pasco County; and

WHEREAS, the Parcel and Easements will allow for the expansion of an existing water treatment facility ("WTF") currently located within the Wellfield and the installation of water transmission equipment used in conjunction with the WTF; and

WHEREAS, TBW and the City's Water Resources Department staff met on several occasions to determine the scope of the request to ensure minimal impact on the Wellfield and the areas of the request were a result of those meetings; and

WHEREAS, in accordance with City policy, after queries with Administration and appropriate departments the Parcel was declared surplus for City disposition and a sales contract was negotiated with TBW; and

WHEREAS, the Parcel is legally described as follows:

A parcel of land lying and being in Section 28, Township 26 South, Range 18 East, Pasco County, Florida, and being more particularly described as follows:
Commence at the Southwest corner of said Section 28; thence N.00°23'48"E., along the westerly line of said Section 28, a distance of 1,467.34 feet; thence S.89°41'39"E., along the Centerline of the existing pavement, a distance of 769.89 feet; thence S.89°40'24"E., continue along the Centerline of the existing pavement, a distance of 32.23 feet; thence S.00°19'19"W., perpendicular to the previously described line a distance of 10.77 feet to the intersection with the southerly and easterly lines of a perpetual and non-exclusive easement as recorded in Official Records Book 4229 at Page 443 of the Public Records of Pasco County, Florida and to the Point of Beginning; thence S.89°42'14"E., along the said southerly line of the said easement a distance of 300.01 feet; thence S.00°37'54"W., a distance of 450.01 feet; thence N.89°42'14"W., a distance of 300.01 feet to the intersection with the said easterly line of the said easement; thence N.00°37'54"E., along the said easterly line of the said easement a distance of 450.01 feet to the point of beginning and containing 135,002 square feet or 3.099 acres, more or less; and

WHEREAS, the Wellfield was purchased by the City in 1966 for use as an additional source of water for the City; and

WHEREAS, in 1998, ownership of the well heads, well equipment and well water conveyance facilities located within the Wellfield were conveyed to TBW with the City retaining ownership of the Wellfield property; and

WHEREAS, TBW subsequently constructed the WTF on a portion of the Wellfield property to pre-treat water being delivered to Pasco County potable water providers; and

WHEREAS, the Parcel will be used for expansion of the WTF to allow TBW to 1) use different chemicals in the pre-treatment of well water; 2) construct a new pump station; and 3) create a new stormwater retention pond; and

WHEREAS, the Easements will consist of two (2) water transmission easements - one encompassing 4,400 square feet situated to the immediate north of the Parcel ("Easement 1") and the other encompassing 8,233 square feet situated to the immediate west of the Parcel ("Easement 2"); and

WHEREAS, the Easements will allow for underground water transmission pipes to be used in conjunction with the expansion of the WTF; and

WHEREAS, on October 7, 2016, an appraisal was performed by John S. Menard and Leslie A. McKeon, Valbridge Property Advisors | Entreken Associates Inc., who stated in their opinion the estimated market value as follows: 1) Parcel - $80,600; 2) Easement 1 - $1,000; and 3) Easement 2 - $1,800, for a total of $83,400 ("Sale Price"); and
WHEREAS, TBW has executed a Purchase & Sale Agreement for the Sale Price that includes a Purchase Option which provides that in the event that the Parcel and Easements are no longer being used by TBW, the City will have the right to purchase the Parcel and Easements from TBW for the Sale Price, subject to City Council approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to sell a ± 3-acre portion of the unimproved City-owned South Pasco Wellfield to Tampa Bay Water for expansion of a water treatment facility and to grant two (2) new easements, as legally described above, to accommodate water transmission equipment to be installed in conjunction with the water treatment facility expansion, for the aggregate price of $83,400; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

John E. Palenchar, Director
Water Resources

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution 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. 142.02; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Florida Department of Transportation ("FDOT") has requested the City of St. Petersburg ("City") to subordinate 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. 142.02 ("Parcel").

The subordination of the City's interest in the Parcel does not require the City to remove or relocate any utilities, but does involve construction activity within the City’s easement. The portion of the easement to be subordinated contains ±1,941 square feet.

The Subordination Agreement was developed with the City’s Legal Department and FDOT to maintain essential City easement rights. The Subordination Agreement also provides that in the event the City's facilities need to be relocated at a future time, the cost associated with such relocation will be at FDOT's expense.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution 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. 142.02; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)

Legal: 00308322.doc v. 1

CM 170302 - 7 RE FDOT Subordination 49th St N & 118th Ave N-Pinellas Park (Parcel 142.02) 00308322.docx00308322
Resolution No. 2017 - ______

A RESOLUTION 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. 142.02; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has requested the City of St. Petersburg ("City") to subordinate 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. 142.02 ("Parcel"); and

WHEREAS, the subordination of the Parcel does not require the City to remove or relocate any utilities, but does involve construction activity within the City’s easement; and

WHEREAS, the portion of the easement to be subordinated contains +1,941 square feet; and

WHEREAS, the Subordination Agreement was developed with the City's Legal Department and FDOT to maintain essential City easement rights; and

WHEREAS, the Subordination Agreement also provides that in the event the City’s facilities need to be relocated at a future time, the cost associated with such relocation will be at FDOT’s expense.

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 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. 142.02 and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00308322.doc V. 1

APPROVED BY:

John Palenchar, Director
Water Resources

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Doo’s Amazing Segway Tours, LLC, a Florida limited liability company, for conducting operations in conjunction with a Segway electric vehicle tour business for the general public within the Dolphin Parking Lot for a period of one (1) year for a monthly rent of $250.00; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management Department received a request from Doo’s Amazing Segway Tours, LLC ("Licensee") to renew the license agreement with the City for its continued use of two (2) bus parking spaces within a portion of the Dolphin Parking Lot ("Premises"), as depicted in the attached Illustration, to conduct operations in conjunction with a Segway electric vehicle ("Segway") tour business for the general public. The Licensee originally entered into a 1-year agreement for use of the Premises, which commenced on April 1, 2016.

The Licensee has executed a new License Agreement ("Agreement") for a term of one (1) year, subject to City Council approval. The Licensee will be permitted to utilize two (2) bus parking spaces as a staging area to load and unload Segways from a trailer at the Premises, meet tour passengers on the Premises to begin and end Segway tours, and to train tour passengers on the use of the Segways. At the end of the tour, the Licensee will load the Segways on a trailer and remove the Segways from the Premises, as storing Segways on the Premises is not permitted under the terms of the Agreement. The Licensee shall pay the City rent in the amount of two hundred fifty dollars ($250.00) per month. The Licensee will keep and maintain the Premises and use all reasonable precautions to keep the Premises clean of debris or litter. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises. The Agreement may be terminated without cause by either party with twenty-four (24) hours written notice prior to the scheduled date of termination. Under the terms of the Agreement, “the City is under no obligation to locate or provide a replacement Premises under any circumstances.” It is anticipated that the Agreement will need to be terminated before the expiration of the term due to the Pier District construction project, but the date cannot be determined at this time. The Licensee is aware of and has acknowledged this circumstance.
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for commercially-zoned Waterfront and Park property for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-P) Downtown Center-Park.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with Doo's Amazing Segway Tours, LLC, a Florida limited liability company, for conducting operations in conjunction with a Segway electric vehicle tour business for the general public within the Dolphin Parking Lot for a period of one (1) year for a monthly rent of $250.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: 

(As to consistency w/attached legal documents) 

Legal: 00308367.doc V. 1
Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH DOO'S AMAZING SEGWAY TOURS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CONDUCTING OPERATIONS IN CONJUNCTION WITH A SEGWAY ELECTRIC VEHICLE TOUR BUSINESS FOR THE GENERAL PUBLIC WITHIN THE DOLPHIN PARKING LOT FOR A PERIOD OF ONE (1) YEAR FOR A MONTHLY RENT OF $250.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received a request from Doo's Amazing Segway Tours, LLC ("Licensee") to renew the license agreement with the City for its continued use of two (2) bus parking spaces within a portion of the Dolphin Parking Lot ("Premises") to conduct operations in conjunction with a Segway electric vehicle ("Segway") tour business for the general public; and

WHEREAS, the Licensee originally entered into a 1-year agreement for use of the Premises, which commenced on April 1, 2016; and

WHEREAS, the Licensee has executed a new License Agreement ("Agreement") for a term of one (1) year, subject to City Council approval; and

WHEREAS, the Licensee will be permitted to utilize two (2) bus parking spaces as a staging area to load and unload Segways from a trailer at the Premises, meet tour passengers on the Premises to begin and end Segway tours, and to train tour passengers on the use of the Segways; and

WHEREAS, at the end of the tour, the Licensee will load the Segways on a trailer and remove the Segways from the Premises, as storing Segways on the Premises is not permitted under the terms of the Agreement; and

WHEREAS, the Licensee shall pay the City rent in the amount of two hundred fifty dollars ($250.00) per month; and

WHEREAS, the Licensee will keep and maintain the Premises and use all reasonable precautions to keep the Premises clean of debris or litter; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the
City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises; and

WHEREAS, the Agreement may be terminated without cause by either party with twenty-four (24) hours written notice prior to the scheduled date of termination; and

WHEREAS, under the terms of the Agreement, "the City is under no obligation to locate or provide a replacement Premises under any circumstances"; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for commercially-zoned Waterfront and Park property for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (DC-P) Downtown Center-Park.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a License Agreement with Doo's Amazing Segway Tours, LLC, a Florida limited liability company, for conducting operations in conjunction with a Segway electric vehicle tour business for the general public within the Dolphin Parking Lot for a period of one (1) year for a monthly rent of $250.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00308367.doc V. 1

APPROVED BY:

Evan Mory, Director
Transportation & Parking Management

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a site access agreement with Applied Science & Engineering, Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of the installation of monitoring wells on the City-owned Mercy Hospital site; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Engineering and Capital Improvements Department ("ECI") received a request from Applied Science & Engineering, Inc., an environmental consultant acting on behalf of the Florida Department of Environmental Protection ("FDEP"), to install two (2) monitoring wells on City-owned property known as the Mercy Hospital site ("Premises"), currently under a long-term lease with Community Health Centers of Pinellas, Inc. ("CHC"), to test for petroleum contamination that may be originating from a nearby property. ECI subsequently requested Real Estate and Property Management Department ("REPM") to develop a site access agreement to allow for the installation of monitoring wells on the Premises.

FDEP provides a petroleum contamination assessment program ("Program") for former petroleum storage tank sites where the petroleum tanks have been removed. As part of the Program, a consultant places monitoring wells around the source of contamination to determine the extent of the contamination. The installation of monitoring wells on the Premises will determine if there is any off-site contamination infiltrating through the Premises that is originating from a nearby property that previously had underground storage tanks. The Premises is not the source of the contamination.

The site access agreement developed by REPM defines the scope of work permitted as defined in Florida Administrative Code Chapter 62-780 or Chapter 62-730, specifies ownership of the equipment installed, and provides for the restoration of the property after the conclusion of the agreement. As the location of the two (2) monitoring wells is within landscaped areas on the Premises, there will be minimal impact to the ongoing use of the Premises and no cost to the City for this work.

A site plan showing the location of the proposed monitoring wells for the Premises was provided to CHC for its review, which was subsequently approved by CHC.

The site access agreement allows for the installation and maintenance of two (2) monitoring wells on the Premises, provides for a five (5) year term in conformance with other FDEP monitoring agreements on City-owned property, requires the approval by CHC of the location of the
monitoring wells, and provides when the work required under the site access agreement can be performed.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a site access agreement with Applied Science & Engineering, Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of the installation of monitoring wells on the City-owned Mercy Hospital site; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There is no cost to the City for this voluntary program.

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: 

(As to consistency w/attached legal documents)

Legal: 00309239.doc V. 4
ILLUSTRATION
Monitoring Well Locations – Mercy Hospital
Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A SITE ACCESS AGREEMENT WITH APPLIED SCIENCE & ENGINEERING, INC., AN ENVIRONMENTAL CONSULTANT FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO ALLOW FOR PETROLEUM CONTAMINATION SITE ASSESSMENT IN THE FORM OF THE INSTALLATION OF MONITORING WELLS ON THE CITY-OWNED MERCY HOSPITAL SITE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Engineering and Capital Improvements Department ("ECI") received a request from Applied Science & Engineering, Inc., an environmental consultant acting on behalf of the Florida Department of Environmental Protection ("FDEP"), to install two (2) monitoring wells on City-owned property known as the Mercy Hospital site ("Premises"), currently under a long-term lease with Community Health Centers of Pinellas, Inc. ("CHC") to test for petroleum contamination that may be originating from a nearby property; and

WHEREAS, ECI subsequently requested Real Estate and Property Management Department ("REPM") to develop a site access agreement to allow for the installation of monitoring wells on the Premises; and

WHEREAS, FDEP provides a petroleum contamination assessment program ("Program") for former petroleum storage tank sites where the petroleum tanks have been removed; and

WHEREAS, as part of the Program, a consultant places monitoring wells around a source of contamination to determine the extent of the contamination; and

WHEREAS, the installation of monitoring wells on the Premises will determine if there is any off-site contamination infiltrating through the Premises that is originating from a nearby property that previously had underground storage tanks; and

WHEREAS, the Premises is not the source of the contamination; and

WHEREAS, the site access agreement developed by REPM defines the scope of work permitted as defined in Florida Administrative Code Chapter 62-780 or Chapter 62-730, specifies ownership of the equipment installed, and provides for the restoration of the property after the conclusion of the agreement; and
WHEREAS, as the location of the two (2) monitoring wells is within landscaped areas on the Premises, there will be minimal impact to the ongoing use of the Premises and no cost to the City for this work; and

WHEREAS, a site plan showing the location of the proposed monitoring wells for the City-owned Mercy Hospital site was provided to CHC for its review, which was subsequently approved by CHC; and

WHEREAS, the site access agreement allows for the installation and maintenance of two (2) monitoring wells, provides for a five (5) year term in conformance with other FDEP monitoring agreements on City-owned property, requires the approval by CHC of the location of the monitoring wells, and provides when the work required under the site access agreement can be performed.

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 site access agreement with Applied Science & Engineering, Inc., an environmental consultant for the Florida Department of Environmental Protection, to allow for petroleum contamination site assessment in the form of the installation of monitoring wells on the City-owned Mercy Hospital site; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00309239.doc V. 4

APPROVED BY:

Brijesh Prayman, Director
Engineering & Capital Improvements

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Lease Agreement with Rony and Ellen M. Shubich, for use of the improved property located at 3100 - 66th Street North, St. Petersburg, to provide a temporary location for Fire Station No. 2; approving a transfer in the amount of $46,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the General Fund (0001); approving a supplemental appropriation in the amount of $46,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer, to the Fire Rescue Department, Suppression (150-1497); authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: In 2016, St. Petersburg Fire Rescue ("SPFR") requested funding from the 2015 Staffing for Adequate Fire and Emergency Response ("SAFER") grant in order to hire 13 firefighters necessary to open a temporary station in the City's west end. The City's west end is made up of 9 different neighborhoods and is home to approximately 34,000 residents. In addition, 5 schools and over 400 commercial properties are located in this area.

In 2016, SPFR responded to over 61,000 calls for emergency service. A demand analysis of the west end area revealed that it accounted for nearly 4,200 of those requests, which represents a typical demand load for a fire station in the City of St. Petersburg. In 2015, approximately 3,500 responses to the area were provided by the limited resources of automatic aid from neighboring communities which are considerably smaller in comparison to the west end. Additionally, SPFR unit responses to this area are 1-3 minutes greater than other areas of St. Petersburg that are serviced with dedicated resources. Therefore, placing a fire station in service on the west end will increase the level of fire protection, EMS service, and quality of life for the area's residents while improving firefighter safety. In August 2016, SPFR was awarded a SAFER grant that will enable the department to address these needs by providing two (2) years of funding for 13 new firefighter positions.

In September 2016, SPFR requested Real Estate & Property Management ("REPM") to compile a list of potential sites for SPFR's consideration for temporarily locating Fire Station No. 2 ("FS2"). While researching potential sites, a former Allstate Insurance office located at 3100 - 66th Street North, St. Petersburg ("Premises"), zoned Corridor Residential Suburban-1 (CRS-1), became available for lease as listed by Roger Gillespie, Agent, RE/Max Metro ("Agent") on behalf of the owners, Rony and Ellen M. Shubich ("Owner"). Following an initial tour of the Premises on January 11, 2017 and a secondary tour the day after, SPFR instructed REPM to begin negotiations with the Owner through the Agent.
Subsequent to negotiations with REPM, the Owner executed a proposed lease agreement ("Lease"), subject to City Council approval, for a term of twenty-four (24) months ("Term"), at a rate of Three thousand dollars ($3,000.00) per month. At the end of the Term, the City may continue to occupy the Premises on a month-to-month basis until terminated by either party with thirty (30) days written notice. Considering the Premises were previously used as office space, the Owner has agreed to a list of initial improvements to the Premises by the City necessary to operate FS2 and accommodate station staff including, but not limited to, plumbing work for bathroom enhancements, electric receptacles for the kitchen range/hood, and installation of a dispatch alert system. In addition, the current zoning, CRS-1, necessitates a Special Exception for the contemplated "Government Use" of the Premises, for which SPFR made application and was approved by the Development Review Commission on March 1, 2017.

Under the terms of the Lease, the Owner shall pay all taxes, if any, levied on the Premises or its contents, in addition to having the following maintenance obligations during the Term: 1) perform all maintenance and repairs to the exterior of Premises and its systems including, but not limited to, the roof, exterior walls, all glass and doors, heating, ventilation, air conditioning, plumbing and electrical systems; 2) perform all maintenance and repairs to the interior of the Premises exceeding Five hundred dollars ($500.00) of value per occurrence; and, 3) maintain the Premises so as to meet all the requirements of any applicable city, county, state, and federal laws, codes and regulations applicable to the Premises.

The Lease requires that the City shall have the responsibility of performing or payment of the following maintenance obligations during the Term: 1) normal interior custodial services including the removal of trash from the Premises; 2) maintenance and repairs to the interior of the Premises, not to exceed Five hundred dollars ($500.00) of value per occurrence. In addition, the City shall pay all costs (including installation, deposits, and usage) for utilities and other services including, but not limited to, water, sewer, electric, gas, telephone, internet, cable/satellite service, security services and the removal of trash/garbage associated with its use of the Premises.

For the remainder of FY17, funding for the lease ($18,000) and improvements ($28,000) will be covered by a transfer from the General Capital Improvement Fund (3001) and will be taken from an assignment in the fund’s balance that has been held for future purchases of bunker gear for the SPFR.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Lease Agreement with Rony and Ellen M. Shubich, for use of the improved property located at 3100 - 66th Street North, St. Petersburg, to provide a temporary location for Fire Station No. 2; approving a transfer in the amount of $46,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the General Fund (0001); approving a supplemental appropriation in the amount of $46,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer, to the Fire Rescue Department, Suppression (150-1497); authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available for the lease and improvements after the approval of a transfer in the amount of $46,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the General Fund (0001) and a supplemental appropriation in the amount of $46,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer, to the Fire Department, Suppression (150-1497).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget:  

Legal:  

Legal: 00308833.docx V. 1
Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH RONY AND ELLEN M. SHUBICH, FOR USE OF THE IMPROVED PROPERTY LOCATED AT 3100 - 66TH STREET NORTH, ST. PETERSBURG, TO PROVIDE A TEMPORARY LOCATION FOR FIRE STATION NO. 2; APPROVING A TRANSFER IN THE AMOUNT OF $46,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE GENERAL FUND (0001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $46,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THIS TRANSFER, TO THE FIRE RESCUE DEPARTMENT, SUPPRESSION (150-1497); AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2016, St. Petersburg Fire Rescue ("SPFR") requested funding from the 2015 Staffing for Adequate Fire and Emergency Response ("SAFER") grant in order to hire 13 firefighters necessary to open a temporary station in the City’s west end; and

WHEREAS, the City’s west end is made up of 9 different neighborhoods and is home to approximately 34,000 residents, in addition, 5 schools and over 400 commercial properties are located in this area; and

WHEREAS, in 2016, SPFR responded to over 61,000 calls for emergency service; and

WHEREAS, a demand analysis of the west end area revealed that it accounted for nearly 4,200 of those requests, which represents a typical demand load for a fire station in the city of St. Petersburg; and

WHEREAS, in 2015, approximately 3,500 responses to the area were provided by the limited resources of automatic aid from neighboring communities which are considerably smaller in comparison to the west end; and
WHEREAS, additionally, SPFR unit responses to this area are 1-3 minutes greater than other areas of St. Petersburg that are serviced with dedicated resources; and

WHEREAS, placing a fire station in service on the west end will increase the level of fire protection, EMS service, and quality of life for the area’s residents while improving firefighter safety; and

WHEREAS, in August 2016, SPFR was awarded a SAFER grant that will enable the department to address these needs by providing two (2) years of funding for 13 new firefighter positions; and

WHEREAS, in September 2016, St. Petersburg Fire & Rescue ("SPFR") requested Real Estate & Property Management ("REPM") to compile a list of potential sites for SPFR’s consideration for temporarily locating Fire Station No. 2 ("FS2"); and

WHEREAS, while researching potential sites, a former Allstate Insurance office located at 3100 - 66th Street North, St. Petersburg, ("Premises"), zoned Corridor Residential Suburban-1 (CRS-1), became available for lease as listed by Roger Gillespie, Agent, RE/Max Metro ("Agent") on behalf of owners, Rony and Ellen M. Shubich ("Owner"); and

WHEREAS, following an initial tour of the Premises on January 11, 2017 and a secondary tour the day after, SPFR instructed REPM to begin negotiations with the Owner through the Agent; and

WHEREAS, subsequent to negotiations with REPM, the Owner has executed a proposed lease agreement ("Lease"), subject to City Council approval, for a term of twenty-four (24) months ("Term"), at rate of Three thousand dollars ($3,000.00) per month; and

WHEREAS, at the end of the Term, the City may continue to occupy the Premises on a month-to-month basis, under the terms of the Lease, until terminated by either party with thirty (30) day written notice; and

WHEREAS, considering the Premises were previously used as office space, the Owner has agreed to a list of initial improvements to the Premises by the City necessary to operate FS2 and accommodate station staff including, but not limited to, plumbing work for bathroom enhancements, electric receptacles for the kitchen range/hood, and installation of a dispatch alert system; and

WHEREAS, the current zoning, CRS-1, necessitates a Special Exception for the contemplated "Government Use" of the Premises, for which SPFR made application and was approved by the Development Review Commission on March 1, 2017.

WHEREAS, under the terms of the Lease, the Owner shall pay all taxes, if any, levied on the Premises or its contents, in addition to having the following maintenance obligations during the Term: 1) perform all maintenance and repairs to the exterior of Premises
and its systems including, but not limited to, the roof, exterior walls, all glass and doors, heating, ventilation, air conditioning, plumbing and electrical systems; 2) perform all maintenance and repairs to the interior of the Premises exceeding Five hundred dollars ($500.00) of value per occurrence; and 3) maintain the Premises so as to meet all the requirements of any applicable city, county, state, and federal laws, codes and regulations applicable to the Premises; and

WHEREAS, the Lease requires that the City shall have the responsibility of performing or payment of the following maintenance obligations during the Term: 1) normal interior custodial services including the removal of trash from the Premises; 2) maintenance and repairs to the interior of the Premises, not to exceed Five hundred dollars ($500.00) of value per occurrence; and

WHEREAS, the City shall pay all costs (including installation, deposits, and usage) for utilities and other services including, but not limited to, water, sewer, electric, gas, telephone, internet, cable/satellite service, security services and the removal of trash/garbage associated with its use of the Premises; and

WHEREAS, for the remainder of FY17, the funding for the lease ($18,000) and improvements ($28,000) will be covered by a transfer from the General Capital Improvement Fund (3001) and will be taken from an assignment in the fund’s balance that has been held for future purchases of bunker gear for the SPFR.

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 Lease Agreement with Rony and Ellen M. Shubich, for use of the improved property located at 3100 - 66th Street North, St. Petersburg, to provide a temporary location for Fire Station No. 2; and

BE IT FURTHER RESOLVED that there are hereby approved the following supplemental appropriations from the unappropriated balances of their respective funds, for FY 2017:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Capital Improvement Fund</td>
<td>$46,000</td>
</tr>
<tr>
<td>Transfer to General Fund</td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$46,000</td>
</tr>
<tr>
<td>Fire Rescue Department, Suppression</td>
<td></td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED that the Mayor, or his Designee, is authorized to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00308833.doc V. 1

APPROVED BY:

Tom Greene, Director
Budget & Management

APPROVED BY:

James D. Large, Fire Chief
St. Petersburg Fire & Rescue

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 2, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a License Agreement with the Tampa Bay Model Boat Association, Inc., a Florida not-for-profit corporation, for use of a designated portion of upland lying on the West side of City-owned Blue Heron Lake ("Lake") situated on the East side of 16th Street North between approximately 105th Avenue North and 109th Avenue North, St. Petersburg, to engage in remote-controlled model boat racing activities on the Lake, for a period of three (3) years, at an aggregate use fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Tampa Bay Model Boat Association, Inc. ("TBMBa") is a radio-controlled model power boat club sanctioned by the North American Model Power Boat Association and the International Model Boat Association whose purpose is to perpetuate, foster and encourage good sportsmanship, loyalty, and courage in accordance with the high spirit and honorable tradition of the sport of remote control racing of model boats.

On July 15, 2010, the City Code was amended by approval of Ordinance No. 984-G to accommodate TBMBa's request to include the operation of radio-controlled model power boats on City-owned Blue Heron Lake ("Lake") between 8:00 a.m. and 9:00 p.m. Subsequently, in April 2011, TBMBa initiated a license agreement for a term of three (3) years to utilize a portion of designated upland lying on the West side of the Lake situated on the East side of 16th Street North generally between approximately 105th Avenue North and approximately 109th Avenue North, St. Petersburg ("Property"), to engage in remote-controlled model boat racing activities on the Lake ("Activities"). Upon expiration of the initial term, TBMBa renewed the license agreement for a period of three (3) years, which is due to expire on March 31, 2017.

Real Estate and Property Management received a request from TBMBa to renew the license agreement with the City for another three (3) year term to continue its Activities on the Property that TBMBa has utilized since April 2011.

TBMBa has executed a License Agreement ("Agreement"), for a term of three (3) years, subject to City Council approval. The License Fee is $36.00 for the entire term. The Licensee shall maintain the Property and Licensee's sole cost and expense throughout the duration of each Licensee event during the Term and pay for any costs of utilities associated with its use of the Property. Licensee shall have the right to operate concessions for sale of soft drinks, food and/or souvenirs on the Property during its scheduled Activities on the condition that such concessions are operated by Licensee's members and volunteers only. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on
account of the Licensee's use of the Property. The Agreement may be terminated without cause by either party with thirty (30) days written notice prior to the date of termination set forth on the notice.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a License Agreement with the Tampa Bay Model Boat Association, Inc., a Florida not-for-profit corporation, for use of a designated portion of upland lying on the West side of City-owned Blue Heron Lake ("Lake") situated on the East side of 16th Street North between approximately 105th Avenue North and 109th Avenue North, St. Petersburg, to engage in remote-controlled model boat racing activities on the Lake, for a period of three (3) years, at an aggregate use fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Legal: 00308646.doc v. 1
Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE TAMPA BAY MODEL BOAT ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE OF A DESIGNATED PORTION OF UPLAND LYING ON THE WEST SIDE OF CITY-OWNED BLUE HERON LAKE ("LAKE") SITUATED ON THE EAST SIDE OF 16TH STREET NORTH BETWEEN APPROXIMATELY 105TH AVENUE NORTH AND 109TH AVENUE NORTH, ST. PETERSBURG, TO ENGAGE IN REMOTE-CONTROLLED MODEL BOAT RACING ACTIVITIES ON THE LAKE, FOR A PERIOD OF THREE (3) YEARS, AT AN AGGREGATE USE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Bay Model Boat Association, Inc. ("TB MBA") is a radio-controlled model power boat club sanctioned by the North American Model Power Boat Association and the International Model Boat Association whose purpose is to perpetuate, foster and encourage good sportsmanship, loyalty, and courage in accordance with the high spirit and honorable tradition of the sport of remote control racing of model boats; and

WHEREAS, on July 15, 2010, the City Code was amended by approval of Ordinance No. 984-G to accommodate TB MBA's request to include the operation of radio-controlled model power boats on City-owned Blue Heron Lake ("Lake") between 8:00 a.m. and 9:00 p.m.; and

WHEREAS, in April 2011, TB MBA initiated a license agreement for a term of three (3) years to utilize a portion of designated upland lying on the West side of the Lake situated on the East side of 16th Street North generally between approximately 105th Avenue North and approximately 109th Avenue North, St. Petersburg ("Property"), to engage in remote-controlled model boat racing activities on the Lake ("Activities"); and

WHEREAS, upon expiration of the initial term, TB MBA renewed the license agreement for a period of three (3) years, which is due to expire on March 31, 2017; and

WHEREAS, Real Estate and Property Management received a request from TB MBA to renew the license agreement with the City for another three (3) year term to continue its Activities on the Property that TB MBA has utilized since April 2011; and
WHEREAS, the proposed License Agreement ("Agreement") will be for a term of three (3) years, for a License Fee of $36.00 for the entire term, subject to City Council approval; and

WHEREAS, the Licensee shall maintain the Property at Licensee's sole cost and expense throughout the duration of each Licensee event during the Term and pay for any costs of utilities associated with its use of the Property; and

WHEREAS, the Licensee shall have the right to operate concessions for sale of soft drinks, food and/or souvenirs on the Property during its scheduled Activities on the condition that such concessions are operated by Licensee's members and volunteers only; and

WHEREAS, the Licensee shall have the right to operate concessions for sale of soft drinks, food and/or souvenirs on the Property during its scheduled Activities on the condition that such concessions are operated by Licensee's members and volunteers only; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Property; and

WHEREAS, the Agreement may be terminated without cause by either party by providing written notice no less than thirty (30) days prior to the scheduled date of termination set forth on the notice.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a License Agreement with the Tampa Bay Model Boat Association, Inc., a Florida not-for-profit corporation, for use of a designated portion of upland lying on the West side of City-owned Blue Heron Lake ("Lake") situated on the East side of 16th Street North between approximately 105th Avenue North and 109th Avenue North, St. Petersburg, to engage in remote-controlled model boat racing activities on the Lake, for a period of three (3) years, at an aggregate use fee of $36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Claude Tankersley, Administrator
Public Works

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 14-03-LMA/MMP to the Architect/Engineering Agreement dated September 3, 2014 between the City of St. Petersburg and Landon, Moree & Associates, Inc., an amount not to exceed $21,500 (for a total Task Order, as amended amount not to exceed $190,000) for additional scientific and professional engineering services related to the New Transient Dock Facility in the Central Yacht Basin. (Engineering Project No. 16062-119; Oracle Project No. 15358)

EXPLANATION: On June 6, 2013, the City Council approved a Master Agreement with the professional consulting engineering firm of Landon, Moree & Associates, Inc. for permitting, construction document development, bidding and construction support phase services related to Miscellaneous Professional Services for Municipal Marina and Port Projects.

On February 18, 2016, City Council approved Task Order No. 14-03-LMA/MMP in the amount of $168,500 for design and bidding phase services related to constructing a new transient visitor dock facility. Task Order No. 14-02-LMA/MMP pertains to specific surveying, scientific, engineering and permitting services related to the development of final design, including plans and technical specifications and contract documents, for construction of a dedicated 25 slip visitor floating transient dock facility. The proposed transient dock was one of 39 projects selected in January, 2015 to receive funding from the U.S. Fish and Wildlife Service’s Boating Infrastructure Grant (BIG) program. The service awarded more than $14,000,000 in competitive grants to 31 states in an effort to support recreational boating and job creation.

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

The current scope of services includes providing the following design and project management elements: Concept dock layout review, environmental permitting application preparations; field data collection (including hydrographic survey to be used in permitting and construction documents; aquatic resources investigations to be used in permitting; collecting tide, current and wave data to be used in design and permitting), flushing analysis (preparing a flushing model to evaluate the tidal flushing in the Marina basins in support of prepared environmental permit applications), development of construction plans and specifications. Additional services are bidding assistance services including attendance of Pre-Bid Conference, responding to prospective bidders’ questions/comments, preparation of contract Addenda as required, and reviewing/evaluating bidders’ proposals.

This Amendment No. 1 to Task Order No. 14-03-LMA/MMP in the amount of $21,500 provides for geotechnical and cost estimating engineering services not included in the original scope of services to continue design and permitting for the construction of the new transient visitor docks. Geotechnical services include standard penetration testing and sampling to evaluate the strength and bearing capacity of the existing soils for pile design. Construction cost estimates for alternative floating and fixed docks will assist in the selection of a floating concrete dock system as originally envisioned or, alternatively, a fixed concrete dock system, and assist in evaluation of the benefits, initial costs and operating/maintenance expenses for both systems. Amendment No. 1 also includes a sea grass survey at the project site if required to respond to FDEP permit application review and requests for additional information.

Contractor construction costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 14-03-LMA/MMP to the Architect/Engineering Agreement dated September 3, 2014 between the City of St. Petersburg and Landon, Moree & Associates, Inc., an amount not to exceed $21,500 (for a total Task Order, as amended amount not to exceed $190,000) for additional scientific and professional engineering services related to the New Transient Dock Facility in the Central Yacht Basin. (Engineering Project No. 16062-119; Oracle Project No. 15358)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Marina Capital Projects Fund (4043) Marina Transient Docks Project (15358)

ATTACHMENTS: Resolution
Task Order 14-03-LMA/MMP

APPROVALS: Administrative: Budget: 

rh
RESOLUTION NO. 2017-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 14-03-LMA/MMP TO THE ARCHITECT/ENGINEERING AGREEMENT DATED SEPTEMBER 3, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LANDON, MOREE & ASSOCIATES, INC., FOR AN AMOUNT NOT TO EXCEED $21,500 (FOR A TOTAL TASK ORDER, AS AMENDED AMOUNT NOT TO EXCEED $190,000) FOR ADDITIONAL SCIENTIFIC AND PROFESSIONAL ENGINEERING SERVICES RELATED TO THE NEW TRANSIENT DOCK FACILITY IN THE CENTRAL YACHT BASIN. (CITY PROJECT NO. 16062-119; ORACLE PROJECT NO. 15358)

WHEREAS, the City of St. Petersburg, Florida and Landon, Moree & Associates, Inc. ("A/E") executed an A/E Agreement on September 3, 2014 for Miscellaneous Professional Services for Municipal Marina and Port Projects; and

WHEREAS, Administration issued Task Order No. 14-03-LMA/MMP ("Task Order") in the amount of $168,500 for A/E to provide professional services for design and bidding phase services related to constructing a new transient visitor dock facility in the Central Yacht Basin; and

WHEREAS, Administration desires to amend this Task Order for A/E to provide geotechnical and cost estimating engineering services not included in the original scope of services to continue design and permitting for the construction of the new transient visitor dock facility in the Central Yacht Basin for an amount not to exceed $21,500.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 14-03-LMA/MMP to the Architect/Engineering Agreement dated September 3, 2014 between the City of St. Petersburg and Landon, Moree & Associates, Inc., for an amount not to exceed $21,500 (for a total Task Order, as amended amount not to exceed $190,000) for additional scientific and professional engineering services related to the new transient dock facility in the Central Yacht Basin.

This resolution shall become effective immediately upon its adoption.

Approved by:

By: (City Attorney or Designee)

Approved by:

By: (City Attorney or Designee)
This Task Order No. 14-03-LMA/MNP Amendment # 1 is made and entered into this ___ day of ______, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA AND PORT PROJECTS dated September 3, 2014 ("Agreement") between Landon, Moree & Associates, Inc. ("A/E"), and the City of St. Petersburg ("CITY"), and is made a part of the AGREEMENT

I. DESCRIPTION OF PROJECT

Transient Docks – Cost analyses of Fixed Docks vs Floating Docks and boring to support structural design of either type of facility

In a meeting with staff on January 10, 2017 to discuss wave analysis, the City asked A/E to cost out fixed docks vs the floating dock concept previously authorized.

The A/E will first conduct testing for pile design purposes.

The A/E will use this data to prepare an alternative fixed dock design and cost out along with approved floating dock concept discussed in the meeting on January 10th.

The A/E will meet with the city (once) to present the findings

II. SCOPE OF SERVICES

Task 1 – Borings (see attached proposal from Driggers Engineering Services)
Task 2 – Cost Analysis

III. SCHEDULE

Task 1 - Within 3 weeks of approved task order
Task 2 - completed within 3 weeks of receipt of testing report

IV. A/E'S RESPONSIBILITIES

Coordinate with Driggers Engineering/City/Woods Consulting/Clarson Engineering

V. CITY'S RESPONSIBILITIES

Provide drill rig access at City Marina Boat Ramp
VI. DELIVERABLES

Task 1 – Testing Report including design recommendations

Task 2 - Fixed dock conceptual design and cost estimate
   Compare to floating dock cost estimate previously authorized

VII. A/E’S COMPENSATION

Note: A/E’s Compensation should be detailed in an attachment and identified as a lump sum amount or hourly with not-to-exceed amount. (Compensation shall be consistent with fees and multipliers attached to Agreement)

Task 1- Cost Analysis $5,000 Lump Sum
Task 2 – Testing 15,000 Not to Exceed
Task 3 - Additional Sea Grass Survey if required by FDEP 1,500 Not to Exceed
   $21,500 Total

VIII. PROJECT TEAM

Note: List all sub consultants and include all sub consultant proposals (issued to the A/E not the City).

Task- 1 Cost Estimates
   Woods Consulting
   Clarson Engineering

Task-2 Testing
   Driggers Engineering Services Incorporated (see attached proposal)

Task- 3 Sea Grass Survey
   Lewis Environmental

IX. MISCELLANOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

REMAINING PORTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ____________________________
   Chandraghasa Srinivasa
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
   Brejesh Prayman, P.E., Interim Director
   Engineering & Capital Improvements

DATE: ____________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: ____________________________
   City Attorney (Designee)

Landon, Moree & Associates

(Company Name)

By: ____________________________
   (Signature)
   John Landon, President

(Printed Name and Title)

Date: ____________________________

WITNESSES:

By: ____________________________
   (Signature)
   Lindsey Granger

(Printed Name)
Landon, Moree & Associates, Inc.
31622 US Highway 19 North
Palm Harbor, Florida 34684

Attention: Mr. John Landon, P.E.

RE: Proposal for Geotechnical Services
Proposed Transient Docks
St. Petersburg Municipal Marina
St. Petersburg, Florida
Our File: DES 1710555P

Dear Mr. Landon:

Attached is the Agreement for Soil Engineering Services on the subject project. Included in Exhibit A of the attachments is our Proposal outlining the scope of services and projected costs. Should you desire to authorize this study, please execute the enclosed copies of this Agreement and return one copy to our office.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.

Wayne S. Driggers, P.E.
Senior Geotechnical Engineer

WSD-PROU1710555P
Copies submitted: (2)
AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT made this 13th day of January, 2017, by and between DRIGGERS ENGINEERING SERVICES, INC., Post Office Box 17839, Clearwater, Florida, 33762, hereinafter referred to as "ENGINEER" and Landon, Moree & Associates, Inc., hereinafter referred to as "CLIENT".

ARTICLE I. BACKGROUND

The limited geotechnical engineering services to be performed are summarized as follows and set forth in Exhibit A.

Geotechnical Services

Proposed Transient Docks
St. Petersburg Municipal Marina
St. Petersburg, Florida

For the fees set forth in the Agreement, CLIENT engages ENGINEER and ENGINEER agrees to perform the services set forth above. This Agreement is subject to all the following terms and conditions.

ARTICLE II. ENGINEER'S SERVICES AND RESPONSIBILITIES

1. ENGINEER shall provide only the services described above.
2. No services shall be required of ENGINEER during any phase (design, construction or completion of improvements) of the project unless specifically agreed to in a separate writing. Such a separate writing may request, as additional services, consultation during design and/or construction; however, ENGINEER shall not be required to provide any additional services without a prior written agreement concerning the scope of and compensation for same.
3. ENGINEER shall not have control or charge of, and shall not be responsible for design or construction means, methods, techniques, sequences or procedures for any improvements constructed on or at the project; or for safety precautions and progress in connection with the project, for the acts or omissions of any other engineer (of any type), architect, contractor, subcontractors or any other person performing work on the project or for the failure of any of them to carry out their work in accordance with their contracts and/or duties.
4. If, for any reason, the scope of the ENGINEER's services changes, ENGINEER's compensation shall be adjusted.
5. ENGINEER shall be required to perform this Agreement only in accordance with the degree and standard of care generally accepted in geotechnical engineering practice prevailing in Pinellas County, Florida, at the time any service is rendered. ENGINEER makes no warranties, expressed or implied, including, but not limited to, the implied warranties of fitness for a particular purpose or merchantability.

ARTICLE III. CLIENT'S RESPONSIBILITIES

The CLIENT shall:
1. Pay to the ENGINEER an amount as provided in the schedule attached as EXHIBIT A.
2. Provide all criteria and information requested by ENGINEER.
3. Assist ENGINEER by placing at his disposal all available written data pertinent to the project including, but not limited to, all previous geotechnical reports and any other data concerning the design and/or construction of improvements or in planning for the project. ENGINEER will take reasonable precautions to minimize any damage to the property but it is understood by CLIENT that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. CLIENT agrees to hold the ENGINEER harmless for any damages to subterranean structures which are not called to the ENGINEER's attention and correctly shown on plans furnished to ENGINEER.
4. Provide access to the project and make all provisions for ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his services under this Agreement.
5. Examine all reports and other documents presented by the ENGINEER and promptly render, in writing, decisions pertaining thereto within seven (7) days.
6. Designate a person to act as CLIENT's representative with respect to the ENGINEER's service to be performed under this Agreement. Such persons shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and make decisions with respect to any service covered by this Agreement.
7. Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any problem concerning the project.
8. Furnish to the ENGINEER, prior to any performance by the ENGINEER under this Agreement, a written copy of all design or construction standards or information the CLIENT shall require the ENGINEER to follow or take into account.
9. Waive any right of contribution and shall indemnify and hold harmless ENGINEER, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of any work on the project, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the CLIENT (including inaccuracies in information provided by the CLIENT), the owner of the project, any other engineer (of any type), any architect, any contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Agreement.

(PLEASE SEE 2ND PAGE OF AGREEMENT FOR ACCEPTANCE SIGNATURE)
10. In any and all claims against the ENGINEER or any of its agents or employees and consultants by agents or employees of any contractor, subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Paragraph 9 shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for anyone under Workmen's Compensation Acts, Disability Benefit Acts or other employee's benefit acts.

ARTICLE IV. Payment

1. All payments shall be made within thirty (30) days of the date of ENGINEER's invoice. Any amounts not paid shall bear interest at the rate of 12% per annum from the date of invoice. If any amount is not paid and is placed in the hands of a collector or attorney, additional charges will be due for the costs of collection, including all costs and reasonable attorney's fees.

2. If CLIENT does not make timely payments to ENGINEER, ENGINEER may terminate or suspend all services under this Agreement.

3. No deductions or retainage shall be made from the ENGINEER's compensation.

4. If ENGINEER's services for the project are suspended by the CLIENT, the project is abandoned in whole or in part by the CLIENT, the ENGINEER shall be paid for the total amount owed.

ARTICLE V. Termination

CLIENT may terminate or suspend ENGINEER's services under this Agreement upon paying all sums due ENGINEER and giving ENGINEER ten (10) days prior written notice stating the reasons for such termination or suspension, which notice must be received by the ENGINEER to satisfy the requirements of this section. CLIENT can not terminate or suspend said services for reasons not the fault of the ENGINEER unless ENGINEER is paid in full for all services rendered as of the date of the notice.

ENGINEER may terminate this Agreement by giving the CLIENT ten (10) days written notice stating the reasons for such termination. If ENGINEER terminates, he will be paid in full for all services performed prior to termination.

ARTICLE VI. Limitation of Liability

ENGINEER's liability for any claim or claims for direct injury, loss or damage made by the CLIENT shall be limited to the amount of ENGINEER's Professional Liability insurance, providing coverage for such claim. Under no circumstances shall ENGINEER be liable for any indirect, special or consequential damages.

ARTICLE VII. Miscellaneous

1. This Agreement is made under, and shall be governed by, the laws of the State of Florida.

2. The individuals signing this Agreement warrant that they have the authority to do so.

3. Neither party is an agent of the other nor has any power to act on behalf of or bind the other.

4. Should suit be brought, or legal action commenced, by either party in order to enforce any provisions of this Agreement or in regard to any work done pursuant to the contract, the prevailing party shall be entitled to reasonable attorney's fees plus court costs.

5. This Agreement sets forth all the rights and obligations of the parties with respect to the project, both with respect to work previously done and to be done.

6. This Agreement supersedes all prior agreements and understandings of any nature and may be modified only in writing.

7. This Agreement is binding upon and insures to the benefits of CLIENT and ENGINEER as well as their successors and assigns.

8. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the other provisions of this contract shall be valid and binding on the parties hereto.

9. ENGINEER is retained only in connection with geotechnical engineering on the project and shall not be responsible for any other phase, or portion, of any work.

10. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ENGINEER shall remain the property of ENGINEER.

11. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by CLIENT for any purposes whatsoever.

12. CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by the ENGINEER and that the data interpretations and recommendations of the ENGINEER are based solely on the information available to him. The ENGINEER will be responsible for these data. Interpretations and recommendations, but shall not be responsible for the interpretation by others for the information developed.

13. ENGINEER will retain all soil and rock samples for thirty (30) days. Further storage or transfer of samples can be made at owner's expense upon written request.

DRIGGERS ENGINEERING SERVICES, INC.

BY: 
TITLE: Senior Geotechnical Engineer

AUTHORIZED BY 
(Typed/Printed Signature)

MAILING ADDRESS: 

(By Legal Signature)

PHONE: ( )

E-MAIL: 
TITLE: 
FAX: ( )
Landon, Moree & Associates, Inc.
31622 US Highway 19 North
Palm Harbor, Florida 34684

Attention: Mr. John Landon, P.E.

RE: Proposal for Geotechnical Services
Proposed Transient Docks
St. Petersburg Municipal Marina
St. Petersburg, Florida
Our File: DES 1710555P

Dear Mr. Landon:

In accordance with your request, DRIGGERS ENGINEERING SERVICES, INC. is pleased to furnish a proposal for providing geotechnical services for the subject improvements. Included herein is a discussion of the proposed scope of services and a schedule of fees.

SOIL BORINGS - To investigate subsurface soil conditions within the area of proposed floating dockage, two (2) Standard Penetration Test (SPT) borings were requested within the water. The water borings will necessitate the utilization of our barge-mounted drilling equipment. The water boring is budgeted to a depth of about 50 feet below the water surface which equates to a depth of about 35 to 40 feet below the mudline elevation. It should be noted that we will need to be permitted to use the boat ramp area at the municipal marina to facilitate unloading and loading our barge and drill rig.

The Standard Penetration method of testing and sampling will be used in our field investigation to provide soil samples for visual classification and to develop Standard Penetration resistance data necessary to evaluate the strength and bearing capability of the soils penetrated.

LABORATORY TESTING - A limited laboratory testing program will be necessary to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests would include grain-size analyses, organic content determinations and Atterberg limits determinations, where warranted.
REPORT PRESENTATION - The results of our field and laboratory testing will be included in a geotechnical report encompassing a presentation and discussion of the following:

1. Logs of the test borings including a boring location plan
2. Discussion of subsurface soil conditions
3. Pile foundation design recommendations
4. Recommendations for quality assurance inspection and testing during the construction stage
5. Geotechnical construction impacts

REQUESTED FEES

Based on the above scope of work, we would suggest a budget of $9,165.00. It should be noted that there are appreciable costs associated with mobilizing our barge and equipment for water borings. The additive costs to do additional borings is nominal. In this regard, performing additional borings to similar depths would be an additive cost of $1,700.00 per additional boring.

Should conditions be encountered that would necessitate altering the scope of services, this office would certainly contact you and secure your authorization prior to exceeding this budget.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to assist you and we trust if you have any questions concerning our proposal, you will not hesitate to contact the undersigned.

Respectfully submitted,

DRIGGERS ENGINEERING SERVICES, INC.

Wayne S. Driggers, P.E.  
Senior Geotechnical Engineer

WSD-PRO\1710555P
Copies submitted: (2)
# UNIT FEES AND ESTIMATED COSTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT FEE</th>
<th>AMOUNT</th>
<th>ESTIMATED COST</th>
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<td>1.</td>
<td>Mobilization and Demobilization (Barge, Barge-Mounted Drilling Rig, Crane and Transport)</td>
<td>$3,000.00 LS</td>
<td>1</td>
<td>$. 3,000.00</td>
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<td>a) Crew Time</td>
<td>315.00/Hr.</td>
<td>4 Hrs.</td>
<td>1,260.00</td>
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<td>2.</td>
<td>Standard Penetration Test Boring (2 @ 50' below water line)</td>
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<tr>
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<td>a) Barge Rental</td>
<td>850.00/Day</td>
<td>1 Day</td>
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<td>b) Soil Boring</td>
<td>315.00/Hr.</td>
<td>8 Hrs.</td>
<td>2,520.00</td>
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<td>3.</td>
<td>Laboratory Testing</td>
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<td>200.00</td>
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<td>CADD Operator</td>
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<td>5.</td>
<td>Engineering Analysis and Report</td>
<td>150.00/Hr.</td>
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<td>TOTAL ESTIMATED COST:</td>
<td></td>
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<td>$9,165.00</td>
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</table>

Driggers Engineering Services Incorporated
MEMORANDUM

Council Meeting of March 2, 2017

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirmation of Reappointment to the Investment Oversight Committee

I respectfully request that Council confirm the reappointments of Mark Chmielewski, J. Mark Waterbury, and Gary G. Cornwell as regular members to the Investment Oversight Committee to serve a two-year term ending March 31, 2019.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment

cc: A. Fritz, Finance Director
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF REGULAR MEMBERS TO THE INVESTMENT OVERSIGHT COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Mark Chmielewski, J. Mark Waterbury, and Gary G. Cornwell as regular members to the Investment Oversight Committee to serve a two-year term ending March 31, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

__________________________________________
City Attorney (or Designee)
MEMORANDUM

Council Meeting of March 2, 2017

TO:                Members of City Council

FROM:              Mayor Rick Kriseman

RE:                Confirmation of Appointment of Eric Lynn as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

I respectfully request that Council confirm the appointment of Eric Lynn as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

A copy of Mr. Lynn’s resume has been provided to the Council office for your information.

RK/cs
Attachment
cc:  W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE INTERNATIONAL RELATIONS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Eric Lynn as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

____________________________
City Attorney (Designee)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, (“CITY COUNCIL”) TO BE KNOWN AS THE NYA FLICKINGER SMOKE-FREE PLAYGROUND RESOLUTION; SUPPORTING LEGISLATION REMOVING STATE PREEMPTION TO ALLOW MUNICIPALITIES AND COUNTIES TO RESTRICT SMOKING IN PUBLIC OUTDOOR SPACES SUCH AS PARKS AND PLAYGROUNDS; OR ALTERNATIVELY URGING THE PINELLAS COUNTY DELEGATION TO PROPOSE AND SUPPORT LEGISLATION PROHIBITING SMOKING AT OUTDOOR PLAYGROUNDS, ATHLETIC FACILITIES AND FIELDS AND OTHER OUTDOOR PUBLIC RECREATIONAL FACILITIES; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this issue was brought to City Council’s attention by Nya Flickinger, a 2nd grade student at Lakeview Elementary Fundamental School, who drafted a letter and presented to each member of City Council a bag filled with cigarette butts she had collected at her local playground; and

WHEREAS, Miss Flickinger made a presentation to City Council at its meeting on February 9, 2017 and requested that City Council take action to advance smoke-free playgrounds; and

WHEREAS, tobacco use and secondhand smoke are public health hazards, and according to the U.S. Department of Health and Human Services and the Center for Disease Control, second-hand smoke may be linked to increased health problems in children, including frequent lower respiratory illness, wheezing and coughing, more frequent and severe asthma attacks, and ear infections; and

WHEREAS, cigarette butts contain materials that are not bio-degradable and contain chemicals and materials that can be harmful to children; and

WHEREAS, cigarette butts overall contribute to a significant percentage of litter collected from public spaces, including playgrounds; and
WHEREAS, smoke-free zones, policies, and laws protect health and safety; and

WHEREAS, the State of Florida has preempted the regulation of smoking to the state since 1985 and has specifically provided that municipal ordinances on the subject shall have no force and effect; and

WHEREAS, due to the preemption, the City is currently unable to enact an ordinance to prohibit smoking in the City’s playgrounds, parks, and outdoor athletic facilities and fields; and

WHEREAS, protecting people, especially children, from the harmful effects of tobacco use and secondhand smoke is best accomplished by local communities working directly with the people most affected by smoking and other tobacco-related laws; and

WHEREAS, local governments should have the right to adopt ordinances that protect the health and safety of their residents against the harmful effects of tobacco use and secondhand smoke, especially in those public places owned or controlled by such local governments.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Florida Legislature to repeal the State’s preemption of local ordinances related to smoking, and restore the right of local governments to enact and enforce smoke-free air and other tobacco-related ordinances, including the creation of smoke-free outdoor public areas.

BE IT FURTHER RESOLVED that City Council requests that the Pinellas County Delegation, in the absence of the removal of the preemption on local regulations, make a deliberative and thorough effort to propose and support state-wide legislation prohibiting smoking at outdoor playgrounds, athletic facilities and fields, and other outdoor public recreational facilities.

BE IT FURTHER RESOLVED that City Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________
City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a one year agreement between Spark Branding House, Inc. ("Spark") and the City of St. Petersburg, Florida for Spark to provide marketing services to promote the City's arts and economic development sectors in an amount not to exceed $225,000; authorizing the Mayor or his designee to execute the agreement and all other necessary documents; and providing an effective date.

Explanation: The Procurement and Supply Management Department issued a request for qualifications ("RFQ") for the Marketing Department to select a group of qualified marketing agencies to provide miscellaneous marketing services for the City on an as-needed basis. Spark Branding House, Inc. (Spark), who met the qualifications set forth in the RFQ, was selected as one of eleven agencies to provide miscellaneous marketing services for the City on an as-needed basis.

The City desires to enter into an agreement with Spark for Spark to provide marketing services for the promotion of the City's arts and economic development sectors. Spark will support the Grow Smarter Study's recommendations for marketing the city's assets related to arts and economic development. These marketing efforts will incorporate social media strategies, digital media strategies, business intelligence and development strategies.

Spark was selected to provide these particular marketing services due to its knowledge of the City and its previous client list and project experience, including work with Visit Florida and the Dali Museum.

Cost/Funding/Assessment Information: Funds for such marketing services have been budgeted for in the FY17 general fund, Marketing Department, Advertising Line Item.

Attachments: Resolution

Approvals:

[Signatures]
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING A ONE YEAR AGREEMENT BETWEEN SPARK BRANDING HOUSE, INC. ("SPARK") AND THE CITY OF ST. PETERSBURG, FLORIDA FOR SPARK TO PROVIDE MARKETING SERVICES TO PROMOTE THE CITY'S ARTS AND ECONOMIC DEVELOPMENT SECTORS IN AN AMOUNT NOT TO EXCEED $225,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department issued a request for qualifications ("RFQ") for the Marketing Department to select a group of qualified marketing agencies to provide miscellaneous marketing services for the City on an as-needed basis; and

WHEREAS, Spark Branding House, Inc. (Spark) met the qualifications set forth in the RFQ and was selected as one of eleven agencies to provide miscellaneous marketing services for the City on an as-needed basis; and

WHEREAS, the City desires to enter into a one-year agreement with Spark for marketing services to promote the City's arts and economic development sectors in an amount not to exceed $225,000; and

WHEREAS, Administration recommends approval of an agreement with Spark for such services.

NOW THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida, that a one year agreement between Spark Branding House, Inc. ("Spark") and the City of St. Petersburg, Florida for Spark to provide marketing services to promote the City's arts and economic development sectors in an amount not to exceed $225,000 is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee) 309579

Approved by:

[Signature]
Kanika Temalin
Deputy Mayor, Marketing Administrator