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/proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Public Hearings

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

1. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1579.

2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1225.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 451.

4. Ordinance 286-H amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) to modify residential development standards. (City File LDR-2017-01)

5. Ordinance 287-H amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) to establish the process for modifying previously approved special exceptions and site plans with multiple property owners. (City File LDR-2017-06)

6. Ordinance 1099-V approving the vacation of a 20-foot east/west alley in the block bounded by Central Avenue and 1st Avenue North between 16th Street North and 17th
Street North, an Ingress-Egress Easement and a Stormwater Drainage Easement as described in OR Book 18990, Page 1941, and a 5-foot wide Perpetual and Exclusive Easement for Water Meter(s), Water Distribution Line(s) and Backflow Prevention Device(s) within Lot 13 as described in OR Book 12688, Page 1910. (City File 17-33000006) [ITEM DEFERRED TO AUGUST 3, 2017 CITY COUNCIL MEETING.]

E. Reports

1. The Program for Public Information (PPI) report that provides education to the public regarding flooding hazards within the City of St. Petersburg.

2. FY 2018 Budget

   (a) A resolution adopting tentative millage rate necessary to fund the tentative operating budget, other than the portion of said budget to be funded from sources other than Ad Valorem Taxes for fiscal year 2018.

   (b) A resolution setting the dates for public hearings upon the tentative operating budget and proposed millage rate for fiscal year 2018.

3. A resolution of the St. Petersburg City Council approving that $475,000 of funds reserved from the BP Settlement proceeds be approved as a supplemental appropriation from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor’s Office (0001-0020) for the implementation of a City-wide Tree Planting Program.

4. Sewer Reports

   (a) A resolution approving Amendment No. 1 to Task Order No. 16-06-KHA/T dated March 2, 2017, between the City of St. Petersburg, Florida (City) and Kimley-Horn and Associates, Inc. (A/E) for A/E to provide professional engineering services for the final design and construction plans of the Southwest Water Reclamation Facility (SWWRF) Access Improvements Project in an amount not to exceed $58,142.00, for a total amount not to exceed $140,535.44 (Engineering Project No. 17064-111; Oracle No. 15967); approving a supplemental appropriation in the amount of $292,128.00 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF SW Access Improve FY17 Project (15967) to provide the necessary funding for this Task Order and other project related costs such as engineering services, contingency and other soft costs and construction costs; authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date.

   (b) Approving Florida Department of Environmental Protection Consent Order OGC File No. 16-1280; authorizing the Mayor or his Designee to the same and providing an effective date.

   (c) A resolution approving Partial Control Estimate #3 for WRF SW Capacity Upgrades FY17 Project (Engineering No. 16109-111; Oracle No. 15965) in an amount not to exceed $3,016,309; acknowledging funding available from bids received compared to estimates previously approved for WRF SW Capacity Upgrades FY17 Project; providing that the total Partial Control Estimate for WRF SW Capacity Upgrades FY17 Project (Engineering No. 16109-111; Oracle No. 15965) shall not to exceed $11,413,668; approving Partial Control Estimate #3 for WRF SW New Injection Wells FY17 Project (Engineering No. 16110-111; Oracle No. 15838) in an amount not to exceed $800,612; acknowledging funding available from bids received compared to
estimates previously approved for WRF SW New Injection Wells FY17 Project; providing that the total Partial Control Estimate for WRF SW New Injection Wells FY17 Project (Engineering No. 16110-111; Oracle No. 15838) shall not to exceed $4,786,308; approving the revised Partial Control Estimate for WRF SW New Filters FY17 Project (Engineering No. 16093-111; Oracle No. 15928) to modify the costs and increase the amount for a revised amount not to exceed $2,973,119; authorizing the Mayor or his designee to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and the Haskell company dated March 22, 2017, as amended to incorporate the above referenced Partial Control Estimates into such Contract and modify other necessary sections; and providing an effective date.

(d) Awarding a blanket purchase agreement to SAK Construction, LLC, for Sanitary Sewer Inflow/Infiltration Priority Area CIPP Lining FY17, in the amount of $2,250,000 (Engineering Project No. 17048-111; Oracle No. 15813).

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

G. New Business

1. Requesting the attached memorandum regarding LDR revisions to be read into the record on July 13, 2017 as part of first reading and on July 20, 2017 as part of the public hearing. (Councilmember Kornell)

2. Requesting an amendment to Industrial Zoning category to include Churches. (Councilmember Wheeler-Bowman)

H. Council Committee and Intergovernmental Reports

1. Homeless Leadership Board - (Oral) (Councilmember Foster)

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

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

4. Energy, Natural Resources & Sustainability Committee (6/15/2017)

I. Legal

1. Legal update regarding lawsuit styled Mark Talafer and Janan Talafer v. City of St. Petersburg, Pinellas County Case No.: 16-005926-CI-8.

2. An Attorney-Client Session, to be heard at 4:00 p.m., or soon thereafter, pursuant to Florida Statute 286.011(8), in conjunction with the lawsuit styled City of St. Petersburg v. Aude Smith Architecture, Inc. AIA f/k/a Aude, Shand & Williams, Inc., et al., Case No. 15-004928-CI.

J. Open Forum

K. Adjournment

1. On Thursday, July 20, 2017 in City Council Chambers, at 4:00 p.m. or as soon thereafter as the same may be heard, an attorney-client session, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled City of St. Petersburg v.
Aude Smith Architecture, Inc. AIA f/k/a Aude, Shand & Williams, Inc., et al., Case No. 15-004928-CI. Any or all of the following persons will be attending: Charles Gerdes; Jim Kennedy; Ed Montanari; Darden Rice, Chair; Steve Kornell; Karl Nurse; Lisa Wheeler-Bowman, Vice Chair; Amy Foster, Mayor Rick Kriseman; Jacqueline M. Kovilaritch, City Attorney; Jeannine Williams, Assistant City Attorney; Jane Wallace, Assistant City Attorney; Ken MacCollom, Assistant City Attorney; and Joseph Patner, Assistant City Attorney. The open City Council meeting will begin at 3:00 p.m. in City Council Chambers, 175 Fifth Street North, St. Petersburg, Florida. During the public meeting, the session will be closed at 4:00 p.m. or as soon thereafter as the closed session may be heard, and only those persons described above together with a certified court reporter will be allowed to be present. The subject matter of the meeting shall be confined to settlement negotiations and/or strategy related to litigation expenditures. At the conclusion of the closed session the meeting will be re-opened to the public and the closed session will be terminated.
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. Awarding a blanket purchase agreement to SAK Construction, LLC, for Sanitary Sewer Inflow/Infiltration Priority Area CIPP Lining FY17, in the amount of $2,250,000 (Engineering Project No. 17048-111; Oracle No. 15813). [MOVED TO REPORTS AS E-4(d)]

2. Approving the purchase of vehicles and heavy equipment from Environmental Products Group, Inc., EFE, Inc., Nortrax, Inc., Palmetto Ford Truck Sales, Inc., Sun State International Truck Sales, LLC, Thompson Pump and Manufacturing Company, Inc., and Rick Croft Enterprises, Inc., for the Fleet Management Department, at a total cost of $1,844,825; and approving a supplemental appropriation in the amount of $278,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Street Sweeping (400-1325).

3. Approving the purchase of 14 vehicles from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $1,046,543.66; and approving a supplemental appropriation in the amount of $53,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Mowing Operations (400-1321).

4. Approving the renewal of blanket purchase agreements with Ram Tool & Supply Co Inc, Fastenal Company, and Bert Lowe Supply Company for industrial supplies, at an estimated annual cost of $150,000 for a total contract amount of $565,000.

5. Approving the renewal of blanket purchase agreements for electrical supplies with Mayer Electric Supply Company, Inc., Rexel Inc., and Electric Supply of Tampa, Inc., at an estimated annual cost of $125,000 for a total contract amount of $520,000.
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 purchase of a vacuum tanker truck from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $385,106.

2. Approving the renewal of a blanket purchase agreement with The School Board of Pinellas County, Florida for the after-school snack program for the Parks & Recreation Department, at an estimated annual cost of $193,880 for a total contract amount of $372,600.

3. Approving the purchase of a bucket truck from Altec Industries, Inc., for the Fleet Management Department, at a total cost of $208,480.

4. Rescinding an award to Compuquip Technologies LLC in the amount of $155,324 and awarding a contract to PC Solutions & Integration, Inc., for Next Generation Firewall Equipment for the Department of Technology Services at a total cost of $133,588.80.

5. Approving the purchase of a trencher from Vermeer Southeast Sales & Services, Inc., for the Fleet Management Department, at a total cost of $87,692.

6. Authorizing the Mayor or his designee to execute task order #4 with Thompson Consulting, LLC for disaster-related reimbursement assistance consulting services for the total amount of all task orders not to exceed $82,950.

7. Accepting the bid from Quality Roofing Inc., in the amount of $74,000 for replacing the corrugated metal roof at the Albert Whitted Airport Hangar #1 and approving a supplemental appropriation of $13,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033) to this project.

8. Approving the purchase of a steel drum roller from Ring Power Corporation for the Fleet Management Department, at a total cost of $52,215.

9. Approving the purchase of a portable air compressor from Ring Power Corporation, for the Fleet Management Department, at a total cost of $22,521.00.

10. Approving a two-year agreement with The Sembler Company, for property management services for Tangerine Plaza, for a monthly management fee of the greater of four percent of all receipts or $2,500, plus commission on leases.

(City Development)
11. **A Resolution authorizing the Mayor, or his designee, to execute a State of Florida Department of Environmental Protection (FDEP) Florida Clean Vessel Act Program Agreement (“FDEP Agreement”) (No. MV210; Project No. CVA16-787) between the City of St. Petersburg and FDEP, which provides grant funding in the amount of $85,575 (75%) and requires City matching funds in the amount of $28,525 (25%) for the purchase of a pump-out boat and pump-out station; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.**

12. **Authorizing the Mayor, or his designee, to execute a one (1) year Lease Agreement with Pinellas Suncoast Transit Authority (“PSTA”), an independent special district of the State of Florida, for the use of a portion of PSTA’s Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg, for the purpose of operating a Police Resource Center.**

13. **Resolution approving a supplemental appropriation of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund to the US EPA Brownfield Assessment Grant Project, from the U.S. Environmental Protection Agency in the amount of $400,000 to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfields sites in the South St. Petersburg Community Redevelopment Area; and providing an effective date.**

**(Miscellaneous)**

14. **Authorizing the Mayor or his designee to accept the proposal submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage for Tangerine Plaza effective July 21, 2017 until March 31, 2018, at an estimated cost of $1,795, and to execute all documents necessary to effectuate this transaction; and providing an effective date.**

15. **Approving the professional services agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. (“Consultant”) for Consultant to develop an integrated sustainability action plan and provide other services for an amount not to exceed $247,450.**
Note: An abbreviated listing of upcoming City Council meetings.

- **Budget, Finance & Taxation Committee**
  Thursday, July 20, 2017, 8:00 a.m., Room 100

- **Public Services & Infrastructure Committee**
  Thursday, July 20, 2017, 9:15 a.m., Room 100

- **Youth Services Committee**
  Thursday, July 20, 2017, 10:30 a.m., Room 100

- **City Council Meeting: Setting of Millage Rate**
  Thursday, July 20, 2017, 3:00 p.m., Council Chamber

- **Budget, Finance & Taxation Committee**
  Thursday, July 27, 2017, 8:00 a.m., Room 100

- **Public Services & Infrastructure Committee**
  Thursday, July 27, 2017, 9:15 a.m., Room 100

- **Housing Services Committee**
  Thursday, July 27, 2017, 10:30 a.m., Room 100

- **CRA / Agenda Review (8/3/17)**
  Thursday, July 27, 2017, 1:30 p.m., Room 100

- **Co-Sponsored Events Committee**
  Thursday, July 27, 2017, 2:30 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)
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.
CONFIRMING PRELIMINARY ASSESSMENT FOR LOT CLEARING NUMBER(S) LCA 1579

The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA: 1579
NUMBER OF STRUCTURES: 46
ASSESSABLE AMOUNT: $9,163.01

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $9,163.01 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________
COUNCIL ACTION: __________________

FOLLOW-UP: ________________________ AGENDA NO. ____________
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<th>ASSESSMENT NUMBER</th>
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<td>958 10TH AVENUE LAND TRUST 350 GULF BLVD ST PETE BEACH</td>
<td>25 31 16 00648 000 0130 ALMA HEIGHTS REV LOT 13</td>
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<td>TARALON HOMES LLC PO BOX 10617 TAMPA</td>
<td>07 31 17 02754 007 0200 BARNARD, ERASTUS A.'S REV SUB BLK 7, LOT 20 &amp; E 14FT OF LOT 19</td>
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<td>PHYSICIAN PLAZA PO BOX 67128 SAINT PETERSBURG</td>
<td>02 32 16 08327 001 0041 BETHEL COMMUNITY BAPTIST CHURCH SUB BLK 1, E 229.31FT OF LOT 4</td>
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<td>12 31 16 11754 006 0070 BROADWAY ADD BLK F, LOT 7</td>
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### Special Assessments Division

**FINAL ASSESSMENT ROLL**

7-20-2017

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**TOTAL NUMBER OF ASSESSMENTS:** 46

**TOTAL ASSESSMENT AMOUNT:** 9,163.01
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<td>ADMINISTRATIVE FEE</td>
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A RESOLUTION CONFIRMING AND 
APPROVING PRELIMINARY ASSESSMENT 
ROLLS FOR LOT CLEARING NO. 1579; 
PROVIDING FOR AN INTEREST RATE ON 
UNPAID ASSESSMENTS; AND PROVIDING 
AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1579 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1579 are approved; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00330265
CONFIRMING PRELIMINARY ASSESSMENT FOR BUILDING DEMOLITION NUMBER DMO 451

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

DMO: 451
NUMBER OF STRUCTURES: 8
ASSESSABLE AMOUNT: $112,218.70

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $112,218.70 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________________

FOLLOW-UP: ____________________________  AGENDA NO. ____________
### BUILDING DEMOLITION NUMBER DMO 451

**COST/FUNDING/ASSESSMENT INFORMATION**

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<td>Administrative Fee</td>
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TOTAL NUMBER OF ASSESSMENTS: 8

TOTAL ASSESSMENT AMOUNT: 112,218.70
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 451 ("DMO NO. 451") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 451 ("DMO No. 451"); and

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

WHEREAS, the City Council has held a public hearing on July 20, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 451 ("DMO No. 451") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00330259
ST. PETERSBURG CITY COUNCIL

MEETING OF: July 20, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1225

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

SEC: 1225
NUMBER OF STRUCTURES 17
ASSESSABLE AMOUNT: $3,749.11

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $3,749.11 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: __________________________ AGENDA NO. ____________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME / MAILING ADDRESS</th>
<th>PARCEL ID / LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
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<tbody>
<tr>
<td>SEC 1225 07745</td>
<td>958 10TH AVENUE LAND TRUST 350 GULF BLVD ST PETE BEACH FL 33706</td>
<td>25 31 16 00648 000 0130 ALMA HEIGHTS REV LOT 13</td>
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<td>CLAUSEN, KATHERINE J EST 23 ANONDALE DR HUNTINGTON NY 117435001</td>
<td>27 31 16 13860 000 0050 CARTER &amp; FOLEY'S SUB LOT 5</td>
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<td>SEC 1225 07747</td>
<td>KHOURI GROUP # 1 LLC 25760 RUSTIC LN WESTLAKE OH 441455475</td>
<td>02 32 16 25888 001 0010 ENGELKE BLK A 2ND PARTIAL REPLAT BLK A, LOT 1 LESS S 112FT</td>
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<tr>
<td>SEC 1225 07748</td>
<td>T HATTON INVESTMENTS LLC 4951-43RD AVE N SAINT PETERSBURG FL 337095501</td>
<td>18 31 16 44622 011 0060 JUNGLE COUNTRY CLUB 3RD ADD BLK 11, LOT 6 LESS E 10FT</td>
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<td>SEC 1225 07749</td>
<td>SCHUCK, JERRY L EST 7670 8TH ST N SAINT PETERSBURG FL 337025230</td>
<td>30 30 17 45666 000 0630 KELLY, JOHN ALEX SUB LOT 63</td>
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<td>30 31 17 46404 003 0080 KERR ADD BLK 3, LOT 8</td>
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<td>SEC 1225 07751</td>
<td>VALENTINE, LEVI JR EST 2108 12TH ST S SAINT PETERSBURG FL 337052908</td>
<td>25 31 16 48960 000 0230 LAKEVIEW HEIGHTS LOT 23</td>
<td>2108 12TH ST S</td>
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SAS805R
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<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
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<tr>
<td>SEC 1225 07752</td>
<td>GOOD SAMARITANS PROPERTY MAINT</td>
<td>36 31 16 49176 000 0810</td>
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<td>SEC 1225 07753</td>
<td>MERAI, NAZIEH</td>
<td>27 31 16 53532 000 0060</td>
<td>MCCLAY’S, J.O. SUB LOT 6</td>
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<td>1834 MICHIGAN AVE NE</td>
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<td>SEC 1225 07754</td>
<td>GALLINA, ALEXANDRA</td>
<td>07 31 16 68598 002 0150</td>
<td>PHAIR ACRES BLK B, LOT 15</td>
<td>216.50</td>
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<td>7305 36TH AVE N</td>
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<td>SAINT PETERSBURG FL 337101215</td>
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<tr>
<td>SEC 1225 07755</td>
<td>FEDERAL HOME LOAN MTG CORP</td>
<td>13 32 16 71244 010 0050</td>
<td>PINELLAS POINT ADD SEC A MOUND SEC BLK 10, LOTS S AND 6</td>
<td>143.68</td>
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<td>5000 PLANO PKWY</td>
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<td>SEC 1225 07756</td>
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<td>22 31 16 72756 009 0090</td>
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<td>5720 PREMIER PARK DR ATTN: VAULT DEPT</td>
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<td>SEC 1225 07757</td>
<td>NORWOOD, DOROTHY J</td>
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<td>ROSE GARDEN UNIT NO. 1 BLK 1, LOT 25</td>
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<td>SEC 1225 07758</td>
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<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
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<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
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<tr>
<td>SEC 1225 07759</td>
<td>FUTURE ALTERNATIVE FUEL LLC</td>
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<td>4770 LANCASHURE LN</td>
<td>SHADOW LAWN</td>
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<td>SEC 1225 07760</td>
<td>GLOVER, RICHARD T</td>
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<td>6711 30TH AVE N</td>
<td>TERESA GARDENS</td>
<td>LOT 150</td>
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<td>SEC 1225 07761</td>
<td>ANTONIORE, RICHARD F</td>
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<td>2047 2ND AVE N</td>
<td>VINSETTA PARK ADD REV</td>
<td>BLK 7, LOT 16</td>
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<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337138805</td>
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TOTAL NUMBER OF ASSESSMENTS: 17

TOTAL ASSESSMENT AMOUNT: 3,749.11
## Building Securing Number SEC 1225

### Cost/Funding/Assessment Information

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount to Be Assessed</th>
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</thead>
<tbody>
<tr>
<td>Securing Cost</td>
<td>$1,980.00</td>
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<tr>
<td>Material Cost</td>
<td>$566.00</td>
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<tr>
<td>Legal Ad</td>
<td>$438.11</td>
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<tr>
<td>Admin. Fee</td>
<td>$765.00</td>
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**Total:** $3,749.11
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1225 ("SEC 1225") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1225 ("SEC 1225"); and

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

WHEREAS, the City Council has held a public hearing on July 20, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1225 ("SEC 1225") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00330267
TO:          The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT:   City File LDR-2017-01: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") to modify the land development regulations related to residential development.

REQUEST:   Second reading and public hearing of the attached ordinance amending the LDRs making regulatory changes, clarifications, technical corrections and improving consistency with state and local law.

ANALYSIS:  The Planning and Economic Development Department, working with the City Attorney’s office, has prepared the attached proposal to amend the LDRs. The proposal includes 85 items for consideration, classified into one (1) of three (3) categories:

- **Substantive (Regulatory) Changes** mean amendments resulting from new issues that were not originally contemplated or whose need has emerged from staff’s experience in administering the city code. This amendment package includes forty (40) regulatory changes;

- **Clarifications** means the ongoing effort to provide clear and intuitive code language for the benefit of staff and customers using the regulations. These are not policy or regulatory changes; they are simply a clarification or rewrite of existing language. This amendment package includes thirty-seven (37) clarifications;

- **Consistency Improvements** means to maintain consistency with changes in federal, state and local law or to remove internal inconsistencies within the City Code. This amendment package includes eight (8) consistency improvements.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

- On June 7, 2017, the DRC reviewed the proposed amendments and voted unanimously to make a finding of consistency with the City’s Comprehensive Plan.
Public Notice:

- In accordance with City policy, e-mail notification of this proposed text amendment was sent to the following organizations and included a copy of the Development Review Commission ("DRC") staff report: Council of Neighborhood Associations; St. Petersburg Area Chamber of Commerce; St. Petersburg Downtown Partnership; Pinellas Realtors Organization; and the Chair of the City's Development Review Commission. Additional notice was provided to applicable City Departments and private citizens who have requested to receive such notices.

- In addition to the normal public notice requirements for the Development Review Commission, proper notice shall be published in the Tampa Bay Times for each City Council public hearing.

Citizen Input:

- A Public Participation Report published in January along with a Public Participation Report Addendum are attached which outline the public outreach, community workshops, presentations and meetings that were held regarding the proposed changes. Summaries of the community workshops are included, along with all documents submitted to staff throughout the process.

- At the Development Review Commission hearing, twenty-three (23) citizens spoke. One (1) spoke in support, with a request for staff to evaluate an exemption of FAR for accessory dwelling units. Twenty-one (21) spoke against certain aspects of the modifications. One spoke against the non-contiguous dock fence regulations. The majority of the citizens requested adoption of a lower FAR standard, ranging from 0.30 to 0.40, and consideration of establishing an FAR for each neighborhood. One citizen spoke against adoption of any FAR standard, and provided a financial analysis of the impact of such a restriction on the value of residential properties. Judy Landon representing CONA stated that CONA generally supports the package, with the recommendation to modify the FAR to 0.40 with 0.30 bonus provision. One citizen requested an amendment to prohibit redevelopment applications in the Historic Old Northeast neighborhood.

Recommended City Council Action:

1. CONDUCT the second reading and public hearing and;
2. APPROVE the proposed ordinance.

Attachments: Ordinance
Table of Proposed Amendments (dated June 1, 2017)
DRC Staff Report (Includes and Housing Affordability Impact Statement)
<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>SECTION TITLE</th>
<th>COMPLEXITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 16.20.01.05</td>
<td>Neighborhood Traditional Single-Family Districts Maximum development potential</td>
<td>Regulatory Change</td>
<td>Problem Statement: Concerns have been expressed regarding the size and bulk of new homes being built, particularly in the traditional neighborhoods, and their consistency with the surrounding neighborhood and development pattern. Many new homes have 2nd stories built close to or at the minimum required setbacks, creating a box-like, bulky appearance. Research on the average home size and FAR indicates significant increases for new construction. Requested Action: Create standards to limit the size and bulk of new homes to be proportionate with the lot size by establishing a maximum building coverage standard and a maximum Floor Area Ratio. Establish standards for bonuses if the development incorporates design elements beneficial to the character of the neighborhood including providing greater second floor setbacks in the front or side and providing an extended front porch.</td>
</tr>
<tr>
<td>2. 16.20.01.05</td>
<td>Neighborhood Traditional Single-Family Districts Minimum Lot Size</td>
<td>Regulatory Change</td>
<td>Problem Statement: Minimum Lot Area in NT-1 is not reflective of the existing development pattern, rendering many lots unbuildable without a variance, which puts an undue burden on the property owners and discourages redevelopment efforts. Requested Action: Reduce the minimum lot size in the NT-1 zoning districts to 4,500 s.f.</td>
</tr>
<tr>
<td>3. 16.20.01.05</td>
<td>Neighborhood Traditional Single-Family Districts Maximum development potential Maximum Intensity</td>
<td>Regulatory Change</td>
<td>Problem Statement: Code currently addresses Impervious Surface Ratio, but does not limit building coverage, which creates issues with allowing enough area for pools, decks and patios. Requested Action: Establish a maximum building coverage limit of 0.50.</td>
</tr>
<tr>
<td>4. 16.20.01.06</td>
<td>Neighborhood Traditional Single-Family Districts Building envelope: Maximum height and minimum setbacks.</td>
<td>Regulatory Change</td>
<td>Problem Statement: Interior side yard setback of 10% for lots less than 60-feet allows structures too close to the property line and is not consistent with the building code. Requested Action: Add “Site” to description.</td>
</tr>
<tr>
<td>5. 16.20.01.06</td>
<td>Neighborhood Traditional Single-Family Districts Building envelope: Maximum height and minimum setbacks.</td>
<td>Regulatory Change</td>
<td>Problem Statement: This section addresses both building and site design, but section title only references building design. Requested Action: Establish standards for bonuses if the development incorporates design elements beneficial to the character of the neighborhood including providing greater second floor setbacks in the front or side and providing an extended front porch.</td>
</tr>
<tr>
<td>6. 16.20.01.06</td>
<td>Neighborhood Traditional Single-Family Districts Building envelope: Maximum height and minimum setbacks.</td>
<td>Regulatory Change</td>
<td>Problem Statement: This section allows reduced front and side yard setbacks based on the neighborhood pattern. There is no practical way to get accurate measurements of existing side yard setbacks on the subject and adjacent blocks, and it is not appropriate to allow a reduction of side yards without such data. Requested Action: Eliminate the allowance for a side yard reduction based on neighborhood pattern.</td>
</tr>
<tr>
<td>7. 16.20.01.07</td>
<td>Neighborhood Traditional Single-Family Districts Roof Lines &amp; Slopes</td>
<td>Regulatory Change</td>
<td>Problem Statement: Not clear that driveways are only allowed if the alley access is obstructed. Requested Action: Add clarifying language.</td>
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<tr>
<td>8. 16.20.01.08</td>
<td>Neighborhood Traditional Single-Family Districts Setbacks consistent with established neighborhood patterns.</td>
<td>Regulatory Change</td>
<td>Problem Statement: This section addresses both building and site design, but section title only references building design. Requested Action: Add clarifying language.</td>
</tr>
<tr>
<td>9. 16.20.01.11</td>
<td>Neighborhood Traditional Single-Family Districts Building Design</td>
<td>Clarification</td>
<td>Problem Statement: NS includes language stating that accessory structures shall be located behind the front facade of the principal structure, but no such language exists for NT. Requested Action: Add same language to NT for consistency.</td>
</tr>
<tr>
<td>10. 16.20.01.11</td>
<td>Neighborhood Traditional Single-Family Districts Building Design Building and parking layout and orientation</td>
<td>Clarification</td>
<td>Problem Statement: Not clear that driveways are only allowed if the alley access is obstructed. Requested Action: Add clarifying language.</td>
</tr>
<tr>
<td>11. 16.20.01.11</td>
<td>Neighborhood Traditional Single-Family Districts Building Design Vehicle connections (i.e. &amp; 1.d.)</td>
<td>Clarification</td>
<td>Problem Statement: NS includes language stating that accessory structures shall be located behind the front facade of the principal structure, but no such language exists for NT. Requested Action: Add same language to NT for consistency.</td>
</tr>
</tbody>
</table>
| 12. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Vehicle connections. | Clarification | Problem Statement: Not clear that an additional driveway apron is allowed only if a driveway on the front is allowed  
Requested Action: Add clarifying language |
| 13. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Pedestrian connections. | Clarification | Problem Statement: This section also speaks to porches, in addition to pedestrian connections  
Requested Action: Add "Porches" to description |
| 14. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Pedestrian connections. | Regulatory Change | Problem Statement: Requiring pedestrian connection from the sidewalk to the curb on a major street with no on-street parking is a safety hazard and requiring a separate walkway for homes with front driveways is not necessary as pedestrians can access the public sidewalk and street via the drive. This adds to both cost and additional impervious surface in the front yard  
Requested Action: Add an exemption for such major streets and add a new subsection exempting separate walkway when there is a driveway in the front |
| 15. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Pedestrian connections. | Clarification | Problem Statement: Not clear that an additional driveway apron is allowed only if a driveway on the front is allowed  
Requested Action: Add clarifying language and graphics |
| 16. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Building Style | Clarification/ Regulatory Change | Problem Statement: Description of the district notes that the intent is to support the appearance and character of neighborhoods developed over time, but code does not provide a clear, measurable standard to regulate repetitive design  
Requested Action: Create new Repetitive Design Standard: Design of homes located on the same block face or within three lots on an adjacent block face with similar design shall be varied, such that a substantially similar design cannot be replicated. Variation shall include at least three of the following elements: architectural style, roof form, materials, and details (doors, windows, columns); Add graphic |
| 17. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Building Façade | Clarification/ Regulatory Change | Problem Statement: Requirement for height to width ratio needs clarification  
Requested Action: Add clarifying language stating that height to width ratio is for front façade only |
| 18. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Wall Composition (1.) | Clarification | Problem Statement: Language regarding blank façade on multi-story buildings is confusing  
Requested Action: Modify to state that there shall not be blank areas greater than 16-feet in width for both first and second stories, except for one-story garage in the rear third of the building, in the interior side yards |
| 19. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Wall Composition (2.) | Regulatory Change | Problem Statement: The percentage of fenestration and glazing is excessive for all architectural styles and has caused the need for frequent design variances  
Requested Action: Reduce minimum percentages to be reflective of typical architectural styles; limit side requirement to front 2/3, eliminate rear requirement unless on corner lot; clarify through lots |
| 20. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Wall Composition | Regulatory Change | Problem Statement: Requires windows on street-side façade to be evenly distributed, however this is not appropriate for certain architectural styles; and need clarification on window design standards  
Requested Action: Modify subsection, to allow a variation based on architectural style and clarify window design requirements |
| 21. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Wall Composition | Regulatory Change | Problem Statement: New homes in the flood plain can be required to be significantly higher than existing grade, which results in a greater expanse of wall area below the first floor  
Requested Action: Add new standard: The base may consist of a different material or decorative band, depending on the architectural style |
| 22. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Garage Doors | Clarification | Problem Statement: Not clear what constitutes a decorative garage door and not clear that garage doors be 10-feet behind the main structure, includes the front porch. Concerns have been raised in certain neighborhoods regarding the location of the garage  
Requested Action: Add additional language to clarify. Change NT-3 to require 10-feet behind the main structure, not including the front porch. |
| 23. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Building Design Building Materials | Regulatory Change/ Clarification | Problem Statement: Standards do not articulate the architectural design practice which dictates that heavier materials such as brick or stone should be placed below lighter materials such as stucco or siding on a wall face  
Requested Action: Add additional language to clarify |
| 24. 16:20:010:11 | Neighborhood Traditional Single-Family Districts Accessory Structures | Consistency | Problem Statement: Accessory structure design requirements are located in multiple sections of the code and need to be consolidated for clarity  
Requested Action: Reformat for clarity |
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<thead>
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<th>No.</th>
<th>Section</th>
<th>Neighborhood</th>
<th>Problem Statement</th>
<th>Requested Action</th>
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<tr>
<td>22.</td>
<td>16 20 010.11</td>
<td>Neighborhood Traditional Single-Family Districts Accessory Structures</td>
<td>Problem Statement: Not clear that design standards apply to garage apartments</td>
<td>Requested Action: Add garage apartments</td>
</tr>
<tr>
<td>26.</td>
<td>16 20 020.6</td>
<td>Neighborhood Suburban Single-Family Districts Maximum development potential</td>
<td>Problem Statement: Concerns have been expressed regarding the size and bulk of new homes being built, particularly in the traditional neighborhoods, and their consistency with the surrounding neighborhood and development pattern. Many new homes have 2nd stories built close to or at the minimum required setbacks, creating a box-like, bulky appearance. Research on the average home size and FAR indicates significant increases for new construction</td>
<td>Requested Action: Create standards to limit the size and bulk of new homes to be proportionate with the lot size by establishing a maximum building coverage standard and a maximum Floor Area Ratio. Establish standards for bonuses if the development incorporates design elements beneficial to the character of the neighborhood including providing greater second floor setbacks in the front or side and providing an extended front porch</td>
</tr>
<tr>
<td>27.</td>
<td>16 20 020.6</td>
<td>Neighborhood Traditional Single-Family Districts Maximum development potential Maximum Intensity</td>
<td>Problem Statement: Code currently addresses Impervious Surface Ratio, but does not limit building coverage, which creates issues with allowing enough area for pools, decks and patios</td>
<td>Requested Action: Establish a maximum building coverage limit of 0.50</td>
</tr>
<tr>
<td>28.</td>
<td>16 20 020.7</td>
<td>Neighborhood Suburban Single-Family Districts Building envelope: Maximum height and minimum setbacks.</td>
<td>Problem Statement: Language is not clear that open porch setback applies to a one-story porch</td>
<td>Requested Action: Modify the footnote to clarify that a covered two-story porch is required to meet the principal structure setbacks</td>
</tr>
<tr>
<td>29.</td>
<td>16 20 020.11</td>
<td>Neighborhood Suburban Single-Family Districts Setbacks consistent with established neighborhood patterns.</td>
<td>Problem Statement: This section allows reduced front and side yard setbacks based on the neighborhood pattern. There is no practical way to get accurate measurements of existing side yard setbacks on the subject and adjacent blocks, and it is not appropriate to allow a reduction of side yards without such data. In addition, this section has a procedure for approval that is inconsistent with language in NT and also references the incorrect commission</td>
<td>Requested Action: Eliminate the allowance for a side yard reduction based on neighborhood pattern and revise language to be consistent with NT section</td>
</tr>
<tr>
<td>30.</td>
<td>16 20 020.12</td>
<td>Neighborhood Suburban Single-Family Districts Building Design</td>
<td>Problem Statement: This section addresses both building and site design, but section title only references building design; Accessory structure placement not clear</td>
<td>Requested Action: Add &quot;Site&quot; to description and add language clarifying that accessory structures/sheds shall be located behind the front facade</td>
</tr>
<tr>
<td>31.</td>
<td>15 20 020.12</td>
<td>Neighborhood Suburban Single-Family Districts Building Design Clarification</td>
<td></td>
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</tr>
<tr>
<td>32.</td>
<td>16 20 020.12</td>
<td>Neighborhood Suburban Single-Family Districts Building Design Wall Composition (1)</td>
<td>Problem Statement: Limits blank walls to no more than 16 linear feet; difficult and impractical to design to this standard for garages, which typically are at least 20-feet</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>16 20 020.12</td>
<td>Neighborhood Suburban Single-Family Districts Building Design Wall Composition (3)</td>
<td>Problem Statement: New homes in the flood plain can be required to be significantly higher than existing grade, which results in a greater expanse of wall area below the first floor</td>
<td>Requested Action: Add new standard: &quot;New homes in the flood plain can be required to be significantly higher than existing grade.&quot;</td>
</tr>
<tr>
<td>34.</td>
<td>16 20 620.12</td>
<td>Neighborhood Suburban Single-Family Districts Building Design Accessory structures</td>
<td>Problem Statement: Accessory structure design requirements are located in multiple sections of the code and need to be consolidated for clarity</td>
<td>Requested Action: Reform for consistency</td>
</tr>
<tr>
<td>35.</td>
<td>16 20 120.8</td>
<td>Downtown Center Districts Building Design</td>
<td>Problem Statement: DC section does not clearly state that sidewalks need to be improved to current subdivision standards, current language is in the non-conforming lot section of code</td>
<td>Requested Action: Add language to this section</td>
</tr>
<tr>
<td>36.</td>
<td>16 40 020.1</td>
<td>Architecture and Building Design Architectural Styles</td>
<td>Problem Statement: Photos and descriptions of architectural styles need updating. Descriptions are very limited and most photos are not from the City</td>
<td>Requested Action: Eliminate detail in this section and refer to design guidelines for historic properties; anticipated adoption 06-01-17</td>
</tr>
<tr>
<td>37.</td>
<td>16 40 030.4</td>
<td>Drainage and Surface Water Management Clification</td>
<td>Problem Statement: No definition of &quot;common place of development&quot; and add definition in definition section of code</td>
<td>Requested Action: Replace with &quot;unified plan of development&quot; and add definition in definition section of code</td>
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<td>38.</td>
<td>16.40.030.6</td>
<td>Drainage and Surface Water management Rules and Regulations (C.1.c. and C.2.c.)</td>
<td>Clarification/Change</td>
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<td>Problem Statement: Exemption language needs to be revised per practice and interpretation</td>
<td>Requested Action: Replace &quot;single-family home, duplex, triplex or quadraplex&quot; with &quot;development of up to four dwelling units&quot; and change &quot;common plan of development&quot; to &quot;unified plan of development&quot;</td>
<td></td>
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<td>39.</td>
<td>16.40.040.3.2</td>
<td>Fence, Wall and Hedge Regulations Waterfront yards (all uses), Maximum Height</td>
<td>Clarification/Change</td>
<td></td>
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<td>Problem Statement: Height of solid fences, walls and hedges are limited to 3-feet in height in the waterfront yard. There are many types of plant material other than hedges that can block waterfront views</td>
<td>Requested Action: Change &quot;hedge&quot; to &quot;landscape materials, other than trees&quot;</td>
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<td>40.</td>
<td>16.40.040.3.2</td>
<td>Fence, Wall and Hedge Regulations Waterfront Yards</td>
<td>Regulatory Change</td>
<td></td>
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<td></td>
<td>16.40.040.5.C.12</td>
<td>Problem Statement: Gates and fencing for docks on non-contiguous water lots (Coffee Pot Boulevard, Sunrise Dr. S., Sunset Drive N. and S.) are not separately regulated, and specific standards for materials, height and width, are needed to protect the public view of these water lots from the adjacent streets</td>
<td>Requested Action: Add regulations to limit the height to 5-feet, with a maximum gate height of 6-feet and a maximum arch structure of 7.5-feet. Any fencing projecting beyond the limits of the dock shall be limited to 5-feet in height and 3 feet in width. Add language requiring materials to be decorative wrought iron, aluminum, masonry, concrete, stone, vinyl, or composite. Wood fences and gates may be repaired but not replaced; Update graphic for clarity</td>
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<td>41.</td>
<td>16.40.060.2.1.2</td>
<td>Landscaping/Fencing Additional requirements for new and existing one- and two-unit residential properties</td>
<td>Consistency Change</td>
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<td>Problem Statement: Fence code references landscaping required for 6-foot high fences over 150 linear feet in length, but landscape section of the code does not include a standard for residential</td>
<td>Requested Action: Add standard, same as commercial</td>
<td></td>
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<tr>
<td>42.</td>
<td>16.40.090.3.3</td>
<td>Development standards for private one- and two-family properties Parking</td>
<td>Clarification</td>
<td></td>
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<td></td>
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<td>Problem Statement: Driveway standards and size of parking space need updating &amp; surface materials for required parking spaces need clarification</td>
<td>Requested Action: Update standards, add language to Surface materials (8.) clarifying that all required parking spaces must be on an improved surface</td>
<td></td>
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<tr>
<td>43.</td>
<td>16.40.090.3.4</td>
<td>Development standards for all other uses</td>
<td>Clarification</td>
<td></td>
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<td></td>
<td>Problem Statement: Code is not clear as to maintenance responsibilities for aprons, driveways and parking areas</td>
<td>Requested Action: Add clarifying language (section 7. And new subsection 13)</td>
<td></td>
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<tr>
<td>44.</td>
<td>16.40.100.5</td>
<td>Parking, Enforcement Domestic equipment parked place, or stored on neighborhood zoned property</td>
<td>Clarification</td>
<td></td>
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<td>Problem Statement: Need to revise to be enforceable based on court case</td>
<td>Requested Action: Add clarification regarding number (2) and location (on private property)</td>
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<td>45.</td>
<td>16.40.140.2.4.D</td>
<td>Subdivisions Lot line adjustments and lot splits</td>
<td>Clarification</td>
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<td>Problem Statement: Need clarifying language to reference when platting is required for lot splits under common ownership or part of unified plan of development</td>
<td>Requested Action: Add new section with clarifying language</td>
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<tr>
<td>46.</td>
<td>16.40.140.3</td>
<td>Subdivisions Plats, preliminary and final</td>
<td>Clarification</td>
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<td>Problem Statement: Need clarification language regarding timing of permits during the platting process, and actions that trigger platting</td>
<td>Requested Action: Allow permits to be issued after preliminary plat approval and clarify when platting is required for lots under common ownership or part of a unified plan of development</td>
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<tr>
<td>47.</td>
<td>16.40.140.4.7</td>
<td>Subdivisions Excavation, fill, and tree removal</td>
<td>Clarification</td>
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<td>Problem Statement: Restricts permit issuance for land clearing to approval of final plat which is unduly restrictive</td>
<td>Requested Action: Amend language to allow issuance of permits after preliminary plat is approved</td>
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<tr>
<td>48.</td>
<td>16.50.010.2</td>
<td>Accessory Dwelling and Accessory Living Space Generally</td>
<td>Clarification</td>
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<td></td>
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<td>Problem Statement: Accessory dwelling units and accessory living space are treated the same, and there should be more flexibility for accessory living space</td>
<td>Requested Action: Provide separate code sections for accessory dwelling units and accessory living space</td>
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</tr>
<tr>
<td>49.</td>
<td>16.50.010.2</td>
<td>Accessory Dwelling and Accessory Living Space Purpose and intent (1.)</td>
<td>Regulatory Change</td>
<td></td>
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<td>Problem Statement: Prohibits variance to any standards related to accessory dwelling units and accessory living space. Given the very limited number of accessory dwelling units constructed in the last ten years, this provision seems unduly restrictive</td>
<td>Requested Action: Delete subsection in its entirety</td>
<td></td>
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<tr>
<td>50.</td>
<td>16.50.010.3</td>
<td>Accessory Dwelling and Accessory Living Space Purpose and intent (2.)</td>
<td>Consistency</td>
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<td></td>
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<td>Problem Statement: Language references reinstatement process for grandfathered accessory dwelling units, which is not consistent with those sections of code related to grandfathered use and reinstatements</td>
<td>Requested Action: Delete subsection in its entirety</td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>16.50.010.4</td>
<td>Accessory Dwelling and Accessory Living Space Establishment</td>
<td>Clarification</td>
<td></td>
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<td></td>
<td></td>
<td>Problem statement: Reference to accessory owning use vs. unit is confusing</td>
<td>Requested Action: Change &quot;use&quot; to &quot;unit&quot; throughout subsection</td>
<td></td>
</tr>
<tr>
<td>52. 16 50 010.4</td>
<td>Accessory Dwelling and Accessory Living Space Establishment (3.)</td>
<td>Problem Statement: Accessory dwelling use is required to be subordinate in height to the principal structure. This does not allow a 2-story garage structure when there is a one story home on a property. It is very typical in traditional neighborhoods for there to be a 2-story garage structure with a one story house.</td>
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<td>requester_action: Delete &quot;height&quot;</td>
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</tbody>
</table>

| 53. 16 50 010.5 1 | Accessory Dwelling and Accessory Living Space Lot requirements | Problem Statement: Prohibits ADU for lots that have been refaced, which is unnecessarily restrictive. |
| requester_action: Change "use" to "unit" throughout subsection; eliminate limitation for lots that have been refaced; allow division if all LDRs are met |

| 54. 16 50 010.5 2 | Accessory Dwelling and Accessory Living Space Building Requirements | Problem Statement: Intro language is confusing. Should reference building and site requirements for accessory dwelling units (new and redeveloped). |
| requester_action: Amend language |

| 55. 16 50 010.5 2 | Accessory Dwelling and Accessory Living Space Building Requirements (1.) | Problem Statement: Minimum size of units specified as 375-square feet. Building code allows smaller units, and there is a desire for "Tiny" units. |
| requester_action: Delete required minimum; allow building code to regulate |

| 56. 16 50 010.5 2 | Accessory Dwelling and Accessory Living Space Building Requirements (2.) | Problem Statement: Incorrect reference to living space rather than unit. |
| requester_action: Change "space" to "unit" |

| 57. 16 50 010.5 2 | Accessory Dwelling and Accessory Living Space Building Requirements (5.) | Problem Statement: Requires a pedestrian connection to parking and to public sidewalk. Units are often on an alley, rendering connection to public sidewalk impractical. |
| requester_action: Delete required connection to public sidewalk, if there is direct access to the alley |

| 58. 16 50 010.5 3 | Accessory Dwelling and Accessory Living Space Visual Buffering (1.) | Problem Statement: Requirement to orient outdoor living areas to the interior of the property is confusing. |
| requester_action: Add language to clarify that all areas in the rear yard with a minimum of 10-foot setback are considered to be interior |

| 59. 16 50 010.5 3 | Accessory Dwelling and Accessory Living Space Visual Buffering (2.) | Problem Statement: Requires minimum 48" sill height, which conflicts with the building code. |
| requester_action: Eliminate sill height requirement |

| 60. 16 50 010.5 4 | Accessory Dwelling and Accessory Living Space Parking and accessibility | Problem Statement: Prohibits variances; which is an unduly restrictive; requires parking in rear, which is not always possible; requires decorative parking pads, requires storage area for solid waste container in alley. |
| requester_action: Modify subsection |

| 61. 16 50 010.5 5 | Accessory Dwelling and Accessory Living Space Accessory Living Spaces | Problem Statement: Requires accessory living space to meet all requirements for accessory dwelling unit, which is unduly restrictive. |
| requester_action: Re-write this section of code to separate accessory dwelling unit and accessory living space. |

| 62. 16 50 020.4 1 | Accessory Storage structure | Problem Statement: Accessory structures 200 square feet and over are required to be consistent with style, materials and color of the principal structure. Restrictions on open carports in the rear yard not visible from a City street do not support the purpose of this section of code related to the pedestrian experience, and create an undue financial burden on residents desiring to construct two-car carport structures. In addition, metal carports along alleys are very typical to the districts; Clarification on location on through lots. |
| requester_action: Allow exemption for open carports up to 400 s.f. feet up to 15 feet in height in the rear 1/3 of the yard, behind the principal structure, meeting principal structure side setbacks, not visible from the street and add clarification on through lots. |

| 63. 16 50 130.9 4 | Docks, Roof or canopy structures | Problem Statement: Concerns expressed about roof structures over docks along Coffee Pot Boulevard. |
| requester_action: Prohibit roof or canopy structures over docks on non-contiguous water lots on any street with a public sidewalk abutting the seawall |

| 64. 16 60 010.5 | Dimensional Regulations and Lot Characteristics Floor Area Ratio (E) | Problem Statement: This section of the Code refers to existing regulations for non-residential F.A.R. |
| requester_action: Add a statement clarifying that this section does not apply to Neighborhood Traditional or Neighborhood Suburban Single-Family zoning districts. |

<p>| 65. 16 60 136 | Dimensional Regulations and Lot Characteristics Height Measurement | Problem Statement: Language related to measurement of height in a special flood hazard area (flood zone) is not clear. |
| requester_action: Add clarifying language to delete as measured to the finished floor |</p>
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<tr>
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<th>Requirement</th>
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<th>Problem Statement</th>
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<tr>
<td>66.</td>
<td>16 60.0108.3</td>
<td>Dimensional Regulations and Lot Characteristics</td>
<td>Yards, rear (c)</td>
<td>Problem Statement: Language for through lots needs clarification to allow one side to be considered the rear for setbacks where such pattern is predominant</td>
</tr>
<tr>
<td>67.</td>
<td>16 60.10.9</td>
<td>Dimensional Regulations and Lot Characteristics</td>
<td>Nonrectangular lots (B) &amp; Measurements in the waterfront yard</td>
<td>Problem Statement: Nonrectangular lot graphic needs updating; Where there is no seawall or where property lines extend into the water (above submerged lands), it is not clear where the setback is measured from</td>
</tr>
<tr>
<td>68.</td>
<td>16 60.0302.B.3</td>
<td>Non-conforming Lots No non-conforming lots is common ownership.</td>
<td></td>
<td>Problem Statement: Minimum Lot Dimensions are often not consistent with underlying subdivision plat and the existing development pattern, rendering many lots unbuildable without a variance, which puts an undue burden on the property owners and discourages redevelopment efforts</td>
</tr>
<tr>
<td>69.</td>
<td>16 60.0500</td>
<td>Setbacks, allowable encroachments Arbor</td>
<td></td>
<td>Problem Statement: Need to clarify that arbors have open roof structure</td>
</tr>
<tr>
<td>70.</td>
<td>16 60.0500</td>
<td>Setbacks, allowable encroachments Garages, residential side-loading</td>
<td></td>
<td>Problem Statement: Garages facing an alley in Neighborhood Suburban zoning should have the same allowable encroachment as garages facing alleys in Neighborhood Traditional zoning.</td>
</tr>
<tr>
<td>71.</td>
<td>16 60.0500</td>
<td>Setbacks, allowable encroachments Sheds</td>
<td></td>
<td>Problem Statement: Current size limit is 10 feet by 10 feet, which doesn’t allow for other small sheds of equal square footage, such as 8 feet by 12 feet; additionally, a recent code change to allow sheds in the side yard inadvertently changed the allowance for a shed anywhere in the rear third; needs to be behind principal structure</td>
</tr>
<tr>
<td>72.</td>
<td>16 60.0500</td>
<td>Setbacks, allowable encroachments Patios &amp; Screen enclosures</td>
<td></td>
<td>Problem Statement: Current setbacks are 8-feet, but side yard for house is 7.5-feet, and needs clarification on leading edge and height of patio from grade</td>
</tr>
<tr>
<td>73.</td>
<td>16 60.0500</td>
<td>Setbacks, allowable encroachments Pergola, open</td>
<td></td>
<td>Problem Statement: Need to clarify that if the height of the porch exceeds 30&quot;, principal structure setbacks apply, clarify that eaves cannot project beyond these encroachments and add allowable encroachments for additional situations</td>
</tr>
<tr>
<td>74.</td>
<td>16 70.0401.14.D</td>
<td>Reinstatement of abandoned uses Procedure</td>
<td></td>
<td>Problem Statement: Administrative approvals are limited to one residential unit, requiring streamline and/or commission review, regardless if a variance is needed for reinstatement of additional residential units. This adds to cost and time for the applicant and creates additional work for staff. In review of cases over last ten years, all reinstatements without variances have been approved.</td>
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<tr>
<td>75.</td>
<td>16 70.0401.14.E.6</td>
<td>Reinstatement of abandoned uses Standards for review</td>
<td></td>
<td>Problem Statement: Conversion of dwelling units references one or more bedroom sizes</td>
</tr>
<tr>
<td>76.</td>
<td>16 70.0401.14.E.7 &amp; 8</td>
<td>Reinstatement of abandoned uses Standards for review</td>
<td></td>
<td>Problem Statement: Minimum size of units are specified, and a minimum of 375 square feet is required. Requirements for windows and egress are specified in the building code. This unduly restricts reinstatements of smaller units that may meet building code.</td>
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<tr>
<td>77.</td>
<td>16 70.0401.14.E.9</td>
<td>Reinstatement of abandoned uses Standards for review</td>
<td></td>
<td>Problem Statement: Specifies that units 220 square feet or less may not request a parking variance. Unduly restrictive to not allow an applicant with a small unit to apply for a variance</td>
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<td>76.</td>
<td>16 70 040 15 B 4</td>
<td>Redevelopment of Grandfathered uses Application</td>
<td>Problem Statement: Requires submittal of a financing plan with cost estimates, evidence of financing, and timetable for work. This type of requirement is not found in any other part of the code and seems unnecessary to the review and approval process for a redevelopment plan.</td>
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<td>Requested Action: Delete subsection in its entirety</td>
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<td>79.</td>
<td>16 70 040 15 C 1 e</td>
<td>Redevelopment of Grandfathered uses Conditions and requirements</td>
<td>Problem Statement: Specifies that redevelopment plans not propose to place structures on vacated public right-of-way. If a project was not subject to redevelopment, this restriction would not be in place. No public purpose related to such prohibition solely for a redevelopment project, which should be subject to the same setback parameters of any structure.</td>
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<td>Requested Action: Delete subsection in its entirety</td>
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<td>80.</td>
<td>16 70 040 15 C 2 a</td>
<td>Redevelopment of Grandfathered uses Conditions and requirements</td>
<td>Problem Statement: References minimum unit size of reinstatement section of the code, which is proposed to be eliminated.</td>
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<td>Requested Action: Delete subsection in its entirety</td>
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<tr>
<td>81.</td>
<td>16 70 040 15 D 1</td>
<td>Redevelopment of Grandfathered uses Procedure</td>
<td>Problem Statement: All redevelopment projects currently require a public hearing before DRC. This seems unduly burdensome for an applicant wanting to demolish a garage apartment and rebuild. Redevelopment of an existing accessory dwelling unit should be allowed to be processed as an administrative application, if no variances are requested.</td>
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<td>Requested Action: Add new subsection allowing one accessory dwelling unit to be reviewed as administrative application, at the discretion of the POD, provided no variances are requested.</td>
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<tr>
<td>82.</td>
<td>16 70 040 15 E 1</td>
<td>Redevelopment of Grandfathered uses Standards for review Building Height (2.)</td>
<td>Problem Statement: Requirement is based on zoning district.</td>
<td></td>
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<td>Requested Action: Delete subsection in its entirety</td>
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<td>83.</td>
<td>16 70 040 15 E 1</td>
<td>Redevelopment of Grandfathered uses Standards for review Non-traditional roadway network (2.)</td>
<td>Problem Statement: Requires sidewalk connections to surrounding streets, &quot;homes and businesses&quot;. Unclear what is meant by surrounding homes and businesses, difficult to regulate, and seems unnecessary to the purpose and intent of the redevelopment provisions.</td>
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<td>Requested Action: Delete &quot;homes and businesses&quot;</td>
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<td>84.</td>
<td>16 70 040 15 E 3</td>
<td>Redevelopment of Grandfathered uses Standards for review Floor area ratio bonus.</td>
<td>Problem Statement: Allows FAR bonuses up to .35, which is out of scale in any neighborhood.</td>
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<td>Requested Action: Reduce bonus for traditional style from 0.20 to 0.15 and eliminate 0.15 bonus for front porch, which is already required by the design standards in the Neighborhood Traditional zoning district. Reduces total bonus allowed from 0.35 to 0.15 or allow development consistent with FAR as specified in the zoning district.</td>
<td></td>
</tr>
<tr>
<td>85.</td>
<td>16 90 020 3</td>
<td>Definitions</td>
<td>Problem Statement: Many definitions need updating and there is a need for some additional definitions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Requested Action: Add definitions for Roof Line, Cooking Facilities and Unified Plan of Development; Revise definition of impervious surface to specifically include pavers and pools and 50% decks; update graphic for Group; revise Domestic Equipment to include barbecue grills.</td>
<td></td>
</tr>
</tbody>
</table>
AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR THE AMENDMENT OF THE ST. PETERSBURG CITY CODE LAND DEVELOPMENT REGULATIONS; AMENDING THE MAXIMUM DEVELOPMENT POTENTIAL BY ESTABLISHING FAR LIMITATIONS AND BONUSES IN NT AND NS DISTRICTS; AMENDING SETBACK REQUIREMENTS, BUILDING AND SITE DESIGN REQUIREMENTS AND ACCESSORY STRUCTURE REQUIREMENTS IN NT AND NS DISTRICTS; PROVIDING ADDITIONAL REQUIREMENTS FOR WATERFRONT YARDS, PARKING, AND DRIVEWAYS; AMENDING REGULATIONS RELATING TO ACCESSORY DWELLING UNITS AND LIVING SPACES; AMENDING REGULATIONS RELATING TO ACCESSORY STORAGE STRUCTURES ON THROUGH LOTS, ANCILLARY EQUIPMENT, AND ROOF OR CANOPY STRUCTURES ON DOCKS; AMENDING THE GATE AND FENCING REQUIREMENTS FOR DOCKS ON NONCONTIGUOUS WATER LOTS AND CONTIGUOUS WATER LOTS LOCATED ACROSS A RIGHT OF WAY FROM THE PRINCIPAL USE; AMENDING THE METHOD THAT BUILDING HEIGHT IS MEASURED IN SPECIAL FLOOD HAZARD AREAS; REVISI NG NONCONFORMING LOTS REQUIREMENTS; AMENDING THE ALLOWABLE ENCROACHMENT INTO SETBACKS REQUIREMENTS FOR ARBORS, PATIOS, SCREEN ENCLOSURES, GARAGES, AND SHEDS; AMENDING REQUIREMENTS FOR THE REINSTATEMENT OF ABANDONED USES AND REDEVELOPMENT OF GRANDFATHERED USES; PROVIDING FOR DRIVEWAY MAINTENANCE; PROVIDING FOR DOMESTIC EQUIPMENT REGULATIONS; PROVIDING FOR PUBLIC IMPROVEMENTS; PROVIDING FOR NEW AND REVISED DEFINITIONS; REVISI NG EXISTING GRAPHICS AND ADDING NEW GRAPHICS; MAKING INTERNAL LANGUAGE, TABLES AND CHARTS CONSISTENT; CODIFYING INTERPRETATIVE LANGUAGE AND CLARIFICATIONS; CORRECTING TYPOGRAPHICAL, GRAMMATICAL AND SCRIVENERS ERRORS; REMOVING OBSOLETE LANGUAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 16.20.010.5 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.5. - Maximum development potential.

Development potential is different within each district in order to respect the character of the neighborhoods. Previous regulations required larger lots and did not permit accessory dwelling units. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

To maintain community character and provide for desirable redevelopment and infill housing, homes shall be built using FARs as set forth herein. Various design standards may be used to increase the FAR and maintain the compatibility of new and modified homes with the existing neighborhood character. Therefore a maximum FAR is established and FAR bonuses may be permitted if the home incorporates design elements as set forth herein which are intended to be beneficial to the character of the neighborhood and reduce the appearance of mass and bulk from the public view.

Minimum Lot Size, Maximum Density and Maximum Intensity

<table>
<thead>
<tr>
<th></th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>Residential</td>
<td>45 ft.</td>
<td>50 ft.</td>
<td>60 ft.</td>
</tr>
<tr>
<td>Lot Width</td>
<td>Nonresidential</td>
<td>180 ft.</td>
<td>200 ft.</td>
<td>240 ft.</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Minimum Lot Area (square feet)</td>
<td>Residential</td>
<td>5,800-4,500</td>
<td>5,800</td>
<td>7,620</td>
</tr>
<tr>
<td></td>
<td>Nonresidential</td>
<td>22,860</td>
<td>25,400</td>
<td>30,480</td>
</tr>
<tr>
<td>Maximum Density (units per acre)</td>
<td>Residential</td>
<td>15</td>
<td>15</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>(1 principal unit and accessory unit per lot)</td>
<td>(1 principal unit and accessory unit per lot)</td>
<td>(1 principal unit and accessory unit not permitted)</td>
<td>(1 principal unit and accessory unit per lot)</td>
</tr>
<tr>
<td>Maximum Residential Intensity (floor area ratio)</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>Maximum Nonresidential Intensity (floor area ratio)</td>
<td>0.50</td>
<td>0.50</td>
<td>0.40</td>
<td>0.85</td>
</tr>
<tr>
<td>Maximum Residential Building Coverage (includes all enclosed structures) except where the primary structure is one story then a 0.60 building coverage is allowed</td>
<td>0.55</td>
<td>0.55</td>
<td>0.55</td>
<td>0.55</td>
</tr>
<tr>
<td>Maximum Impervious Surface (site area ratio)</td>
<td>Residential</td>
<td>0.65</td>
<td>0.65</td>
<td>0.65</td>
</tr>
<tr>
<td></td>
<td>Nonresidential</td>
<td>0.55</td>
<td>0.55</td>
<td>0.55</td>
</tr>
</tbody>
</table>

(1) Refer to use specific development standards for regulations regarding development of accessory dwelling and accessory living space.

(2) Residential Floor Area Ratio Exemption. The FAR includes any enclosed space above the required design flood elevation line, including enclosed garage space, but excludes that portion of the enclosed space that is below the required design flood elevation and up to 500 sf of the floor area of any detached accessory dwelling unit.

(3) Residential Floor Area Ratio Bonus. An FAR bonus of up to 0.20 shall be granted when structures incorporate design elements set forth herein. The following options may be utilized in any combination, however, the maximum FAR bonus is 0.20.

a. One story covered front porch with a separate roof structure with a minimum width of 60% of the front width.
façade: 0.08 bonus. No bonus is allowed if there is a second story deck, porch or roof structure.

b. Additional second story front setbacks: .01 bonus for every 1 foot of additional front setback of the entire façade, and .005 bonus for every 1 foot of additional front setback of at least one third of the façade but which is less than the entire façade, no bonus is allowed unless the setback is at least six feet, maximum 0.10 bonus. No bonus is allowed if there is a second story deck, porch or roof structure.

c. Additional second story side setbacks: .01 bonus for every 1 foot of additional side setback of the entire façade, maximum 0.05 bonus per side.

d. Total residential floor area of the second story does not exceed 75% of the first story (excludes garage sf): 0.05 bonus.

e. Reduction of the height of both the peak and roofline of a two story building from the maximum allowed height: 0.02 bonus per foot, maximum 0.06.

f. The entire peak of the primary roof structure of the front façade is parallel to the front property line: bonus 0.02, or if the entire peak of the primary roof structure of the front façade is parallel to the front property line and the roof has dormer(s) which are equal to at least 20% of the width of the front façade: 0.04 bonus.

g. Side façade articulation: side facades which feature offsets of at least two feet in depth that are at least twelve feet in length that divide the building design and are in the front two thirds of the side façade: 0.02 bonus per side, maximum 0.04.

h. Front facade articulation: front facades (excluding the porch) which feature offsets of at least six feet in depth for a minimum of one third of the front façade, 0.06 bonus for each additional foot, maximum 0.10

i. All windows have true or simulated divided light muntins on interior and exterior surfaces: 0.03 bonus.

Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface. For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).
SECTION 2. Section 16.20.010.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.6. - Building envelope: Maximum height and minimum setbacks.

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Beginning of Roofline</th>
<th>Top of Roof Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary building</td>
<td>24 ft.</td>
<td>36 ft.</td>
</tr>
<tr>
<td>Accessory building</td>
<td>20 ft.</td>
<td>30 ft.</td>
</tr>
</tbody>
</table>

Refer to technical standards regarding measurement of building height and height encroachments.

Minimum Building Setbacks

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>NT-1 and 2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>If building height is up to 18 ft.</td>
<td>15 ft. or M</td>
<td>15 ft. or M</td>
<td>35</td>
</tr>
<tr>
<td>If building height is over 18 ft. to 24 ft.</td>
<td>30 ft. or M</td>
<td>20 ft. or M</td>
<td>40</td>
</tr>
<tr>
<td>If building height is over 24 ft.</td>
<td>50 ft. or M</td>
<td>28</td>
<td></td>
</tr>
</tbody>
</table>

Front yard: $Stoop
<table>
<thead>
<tr>
<th>Interior side yard</th>
<th>Open Porch</th>
<th>18 ft. or M</th>
<th>18 ft. or M</th>
<th>35 ft.</th>
<th>23 ft. or M</th>
<th>40 ft.</th>
<th>12 ft. or M</th>
<th>28 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>25 ft. or M</td>
<td>25 ft. or M</td>
<td>35 ft.</td>
<td>30 ft. or M</td>
<td>40 ft.</td>
<td>18 ft. or M</td>
<td>28 ft.</td>
<td></td>
</tr>
<tr>
<td>For lots greater than 60 ft. in width</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
<td>12 ft.</td>
<td>7.5 ft. or M</td>
<td>16 ft.</td>
<td>5 ft. or M</td>
<td>10 ft.</td>
<td></td>
</tr>
<tr>
<td>For lots equal to or less than 60 ft. in width</td>
<td>10 percent of lot width</td>
<td>6 ft. or M</td>
<td>12 ft.</td>
<td>7.5 ft. or M</td>
<td>16 ft.</td>
<td>5 ft. or M</td>
<td>10 ft.</td>
<td></td>
</tr>
<tr>
<td>Street side yard</td>
<td>12 ft. or M</td>
<td>12 ft. or M</td>
<td>16 ft.</td>
<td>15 ft. or M</td>
<td>22 ft.</td>
<td>8 ft. or M</td>
<td>15 ft.</td>
<td></td>
</tr>
<tr>
<td>Rear yard, with alley</td>
<td>For alleys equal to or greater than 16 ft. in width</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
<td>20 ft.</td>
<td>7.5 ft. or M</td>
<td>20 ft.</td>
<td>5 ft. or M</td>
<td>20 ft.</td>
</tr>
<tr>
<td>For alleys less than 16 ft. in width</td>
<td>10 ft. or 22 ft. including the width of the alley, whichever is less, or M</td>
<td>10 ft. or 22 ft. including the width of the alley, whichever is less, or M</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear yard, no alley</td>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
<td></td>
</tr>
<tr>
<td>Waterfront yard</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
(1) Open porches are limited to a one story covered porch with or without a second story uncovered porch; two story covered porches shall meet the principal structure setback.
(2) For properties that are 50 feet or less in width, the minimum side yard building setback shall be 5 feet.

M (minor encroachment): Minor encroachments into normally prescribed setbacks may be allowed in order to accommodate an addition to align with the side of the existing structure, provided:
(a) The total floor area of the encroaching portion of an addition shall not exceed 50 square feet;
(b) No portion of the encroachment shall exceed 24 feet in height;
(c) In no case shall any encroaching structure be closer to a property line than four feet.
Refer to technical standards the Dimensional Regulations and Lot Characteristics and Height, Maximum Allowable and Encroachments Sections (currently 16.60.010 and 020) for yard types and setback encroachments.

Enclosing porches in the front yard setback is regulated by the general development standards. The larger of the minimum building separation distances required by the Florida Building Code or the fire prevention code or the minimum building setback established for the interior side yard setback shall apply; Building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.
Minimum Building Setbacks for SE Uses

<table>
<thead>
<tr>
<th>Building Setbacks SE Uses</th>
<th>NT-1 and 2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>All yards (including waterfront)</td>
<td>35 ft.</td>
<td>35 ft.</td>
<td>35 ft.</td>
</tr>
</tbody>
</table>

Refer to technical standards for yard types.

SECTION 3. Section 16.20.010.7 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.7. - Roof lines and slopes.

Required building setbacks increase above 24 feet in height except for towers, turrets, and dormers as provided herein. At 24 feet or below, a cornice line shall be provided and the roofline shall begin. The roof slope shall not exceed 45 degrees (12:12 pitch). The roof peak shall not exceed the maximum height of 36 feet. If a sloped roof is not characteristic of the design style, the wall shall be accentuated with a cornice line at or below 24 feet in height. Any portion of a wall exceeding 24 feet in height shall be set back at least twice the normally required side yard setback from the side property line.

SECTION 4. Section 16.20.010.10 of the St. Petersburg City Code is hereby amended to read as follows:
16.20.010.10. - Setbacks and FAR consistent with established neighborhood patterns.

There are building setback and FAR characteristics of existing neighborhoods related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, FAR, and alignment of buildings along the block face. Minimum yard setback and FAR characteristics of neighborhoods may differ from the requirements of this district. The POD may approve, without a variance, residential development that meets these setback and FAR characteristics and standards of a neighborhood having boundaries defined by an accepted neighborhood plan. Approval shall be based on the following:

1. Front and side-yard setbacks will be based on predominant building setbacks established in the block in which the development is proposed.
2. FAR will be based on predominant building FAR established in the block in which the development is proposed based on the Property Appraisers Records.
3. Predominant shall mean equal to or greater than 50%.
4. These are administrative approvals appealable only by the property owner.

Evaluation of building setbacks will also consider the pattern of building setbacks on the blocks adjacent to the block in which the development is proposed.

This approval shall follow the procedures for streamline approvals of variances.

SECTION 5. Section 16.20.010.11 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.11. - Building and site design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian. For a more complete introduction, see section 16.10.010.

Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

Building and parking layout and orientation.

1. For nonresidential uses, all service areas and loading docks shall be located behind the front facade line of the principal structure.
2. All mechanical equipment and utility functions (e.g. electrical conduits, meters and HVAC equipment) shall be located behind the front facade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.
3. Accessory structures (including sheds) shall be located behind the front facade of the principal structure.

Vehicle connections and parking.

1. The following vehicle connection regulations are required for properties located within NT-2, NT-3 or NT-4 and are recommended for properties located within NT-1. Access for new garages and driveways shall be designed to take advantage of the first available alternative in the following prioritized list:
   a. Driveways and garage doors shall face the alley;
b. Where no alley exists, driveways and garage doors shall face the side street and shall be restricted to the rear one-third of the lot;
c. Where access via the rear third of the lot is not possible and/or the alley is unable to be traversed with a vehicle due to physical obstructions or barriers, driveways and garage doors shall be permitted within the front two-thirds of the lot facing the side street;
d. In the absence of an alley and a side street, a single lane width curb cut and driveway shall be allowed which shall be located to the side of the principal structure. Parking Required parking shall be allowed only behind the front façade line of the principal structure, including the porch, if any.

2. When a driveway is allowed in the front yard, not more than one curb cut shall be allowed for each property except as follows:
   a. Where the property is abutting a major street identified on the Future Major Streets Map within the Comprehensive Plan; and
   b. Where in accordance with the access requirements of this section, the only available access point is from the major street; and
   c. Where a circular driveway and second curb cut is necessary to permit vehicles to enter and exit the major street in a forward motion. Pursuant to this section, a second curb cut shall only be approved for the purpose of improved traffic safety and shall not be approved for other ancillary uses, such as access to accessory parking spaces or the maneuvering of domestic equipment.

_Porches and Pedestrian connections._

1. Principal entries to a structure shall be connected to the public sidewalk and the curb of the primary street with a sidewalk except when the structure faces a major street which does not allow on-street parking in front of the property.

2. Where a driveway exists in the legal front yard, the required sidewalk from the principal entry may be connected to the driveway in lieu of the connection to the street.

3. Principal entries shall include a porch, portico or stoop, with a minimum usable depth of six feet (measured from the front façade of the structure to the interior side of the railing or, if there is no railing, the furthest edge of the floor) and 48 square feet of total floor area, excluding a 3-foot wide walkway to the primary entrance and the floor area of any column. Where a railing exists, only the floor area within the interior side of the railing shall count towards the minimum floor area.

4. Existing public sidewalks shall be repaired to City standards. Where no public sidewalk exists, a public sidewalk shall be constructed in accordance with the requirements of the subdivision section.
Building and architectural design standards. All buildings should present an inviting, human scale facade to the streets, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest.

Building style.
1. New construction shall utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies. See Architectural and Building Design Section, currently Section 16.40.020.

2. Design of homes on the same block face on either side of the street or within an adjacent block face on either side of the street shall be varied, such that a substantially similar design will not be replicated. There shall be a minimum separation of three parcels in every direction before a substantially similar design can be repeated. Variation shall include at least three of the following elements: architectural style, roof form (principal or porch), materials, architectural details (doors, windows, columns, porches).

Non-Repeating Façades

2. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.

Building form.

1. The front porch and street side of a building shall be elevated at least 12 inches above the abutting finished grade level as measured abutting the porch at the front entry, designed to give the appearance of an elevated floor at least 16 inches above grade level. Where slab on grade construction is proposed, this requirement can be satisfied by utilizing a raised front entry porch, elevated windows, doors and wall heights.

2. Buildings should The front façade of a building shall create a width-to-height ratio of no more than 1:1. Buildings that exceed the width-to-height ratio of 1:1 shall feature architectural fenestration creating a bay system that divides the building design into a maximum ratio of 1:1. This may be done through pilasters, arcades, building line and roof line off-sets, materials and other appropriate architectural features.

Wall composition and transparency. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest. Transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety. The following criteria shall not apply to accessory structures.

1. Doors, windows and other appropriate fenestration, architectural details, and features shall be incorporated into all sides of a building. There shall be no blank facades, except that garages located at the rear one-third of the lot may have blank facades but not on the street side. For multi-story buildings, no portion of a facade corresponding to the height between two floors shall contain a blank area greater than 16 feet in width.

2. At least 30 percent of primary and secondary street facades shall consist of fenestration or architectural details and features. At least 20 percent of the front two-thirds of interior side facades and rear facades shall consist of have fenestration or architectural details and features. At least 10 percent of the rear façade on corner lots and through lots shall consist of fenestration or
architectural details and features. At least two-thirds 50 percent of the required fenestration shall be transparent (i.e., window glass). One-third may consist of trim work, shutters, brackets and other architectural features. Entry doors shall be counted toward fenestration if side-panel or decorative windows are provided. Garage doors are not fenestration on street-facing facades.

For yards on through-lots see the Dimensional Regulations and Lot Characteristics Section.

3. Structures which are situated on corner lots, through lots, or, by the nature of the site layout have a facade which is clearly visible from rights-of-way, shall be designed with full architectural treatment on all sides visible from rights-of-way. Full architectural treatment shall include roof design, wall materials, architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout. Windows on the street side facades shall be evenly distributed in a consistent pattern, unless a different proportion is permitted or required by an identifiable architectural.

4. Windows sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.

5. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill. Trim is not required if not consistent with the architectural style, i.e. Modern or Mediterranean Revival.

6. Where the required design elevation is equal to or greater than 48” above finished grade, an articulated base is required to delineate the first floor level. The base may consist of a different material or decorative band, depending on the architectural style.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. Windows on the street side facades shall be evenly distributed in a consistent pattern.

2. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.

3. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian. The requirements relating to garage doors do not apply to garage doors facing alleys.

1. Garage doors facing the primary street:
   a. Shall be located at least ten feet behind the front facade line of the principal structure. In the NT-1, NT-2 and NT-4 districts, this distance shall be measured from the front of the front porch, if any.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure and shall have decorative garage doors. Decorative garage doors shall include raised panels with decorative hardware and/or glazing, or other designs approved by the POD which serve to visually break up a blank door.
2. Garage doors facing a non-primary side street, where adjoining side yard abuts another property's front yard:
   a. Shall be one or two single bay garage doors. Double garage bay doors are prohibited.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure.
   c. Shall be decorative garage doors or feature at least one of the following enhancements: an arbor system surrounding the garage doors, or a projecting balcony, cupola, or other decorative element above the garage to lessen the impact of the vehicular orientation of the house. The decorative feature proposed by the applicant shall be compatible with the principal structure and must be approved by the POD. This decision may only be appealed by the property owner.

Building materials. Building material standards protect neighboring properties by holding the building's value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.

1. Building materials shall be appropriate to the selected architectural style and shall be consistent throughout the structure except for one story covered patios or screen enclosures located at least ten feet behind the front facade of the principal structure. If multiple materials are used in a building facade, the visually heavier materials shall be located below the lighter materials, e.g. brick or stone shall be located below stucco or siding materials, unless they are used as architectural features.

Accessory structures and ancillary equipment and carports. Accessory structures shall reinforce the pedestrian character of the City. Above-ground utility and service features, accessory storage structures, and carports shall be located and designed to reduce their visual impact upon the streetscape. See Use Specific Standards for Accessory Structures.

1. Detached accessory structures, such as garages, and garage apartments and sheds over 100 square feet, shall be consistent with the architectural style, materials, and color of the principal structure. For multi-story accessory buildings, no portion of an exterior wall on any floor may contain a blank area greater than 16-feet in width except as allowed herein for garages.

SECTION 6. Section 16.20.020.6 of the St. Petersburg City Code is hereby amended to read as follows:


Development potential is slightly different within each district to respect the character of the neighborhoods. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

To maintain community character and provide for desirable redevelopment and infill housing, homes shall be built using FARs as set forth herein. Various design standards may be used to increase the FAR and maintain the compatibility of new and modified homes with the existing neighborhood character. Therefore a maximum FAR is established and FAR bonuses may be permitted if the home incorporates design elements as set forth herein which are intended to be beneficial to the character of the neighborhood and reduce the appearance of mass and bulk from the public view.

Minimum Lot Size, Maximum Density and Maximum Intensity
<table>
<thead>
<tr>
<th>Minimum lot width</th>
<th>Residential</th>
<th>NS-1</th>
<th>NS-2</th>
<th>NS-E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>75 ft.</td>
<td>100 ft.</td>
<td>200 ft.</td>
</tr>
<tr>
<td>Nonresidential</td>
<td></td>
<td>150 ft.</td>
<td>200 ft.</td>
<td>200 ft.</td>
</tr>
</tbody>
</table>

| Minimum lot area                   | Residential | 5,800 sq. ft. | 8,700 sq. ft. | 1.0 acre |
|                                   | Nonresidential | 1.0 acre | 1.0 acre | 2.0 acres |

<table>
<thead>
<tr>
<th>Maximum residential density (units per acre)</th>
<th>Residential</th>
<th>7.5</th>
<th>1 principal unit (accessory unit not permitted)</th>
<th>5</th>
<th>1 principal unit (accessory unit not permitted)</th>
<th>2</th>
<th>1 principal unit and 1 accessory unit per lot (see note 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Residential Intensity (floor area ratio)</td>
<td></td>
<td>0.50</td>
<td>0.50</td>
<td>0.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum nonresidential intensity (floor area ratio)</td>
<td></td>
<td>0.35</td>
<td>0.30</td>
<td>0.20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Maximum Residential Building Coverage (includes all enclosed structures) except where the primary structure is one story then a 0.60 building coverage is allowed |             | 0.55 | 0.55 | 0.55 |

| Maximum impervious surface (site area ratio) |             | 0.60 | 0.60 | 0.40 |

(1) Refer to use specific development standards for regulations regarding development of accessory dwelling and accessory living space.

(2) Residential Floor Area Ratio Exemption. The FAR includes any enclosed space above the required design flood elevation line, including enclosed garage space, but excludes that portion of the enclosed space that is below the required design flood elevation.

(3) Residential Floor Area Ratio Bonus. An FAR bonus of up to 0.20 shall be granted when structures incorporate design elements set forth herein. The following options may be utilized in any combination, however, the maximum FAR bonus is 0.20.

a. One story covered front porch with a separate roof structure with a minimum width of 60% of the front façade: 0.08 bonus. No bonus is allowed if there is a second story deck, porch or roof structure.

b. Additional second story front setbacks: .01 bonus for every 1 foot of additional front setback of the entire
façade, and 0.005 bonus for every 1 foot of additional front setback of at least one third of the façade but which is less than the entire façade, no bonus is allowed unless the setback is at least six feet, maximum 0.10 bonus. No bonus is allowed if there is a second story deck, porch or roof structure.

c. Additional second story side setbacks: 0.01 bonus for every 1 foot of additional side setback of the entire façade, maximum 0.05 bonus per side.

d. Total residential floor area of the second story does not exceed 75% of the first story (excludes garage sf): 0.05 bonus.

e. Reduction of the height of both the peak and roofline of a two story building from the maximum allowed height: 0.02 bonus per foot, maximum 0.06.

f. The entire peak of the primary roof structure of the front façade is parallel to the front property line: bonus 0.02, or if the entire peak of the primary roof structure of the front façade is parallel to the front property line and the roof has dormer(s) which are equal to at least 20% of the width of the front façade: 0.04 bonus.

g. Side façade articulation: side facades which feature offsets of at least two feet in depth that are at least twelve feet in length that divide the building design and are in the front two thirds of the side façade: 0.02 bonus per side, maximum 0.04.

h. Front façade articulation: front facades (excluding the porch) which feature offsets of at least six feet in depth for a minimum of one third of the front façade, 0.06 bonus for each additional foot, maximum 0.10.

i. All windows have true or simulated divided light muntins on interior and exterior surfaces: 0.03 bonus.

Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface. For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).

SECTION 7. Section 16.20.020.7 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.020.7. - Building envelope: Maximum height and minimum setbacks.

Maximum Building Height (All NS Districts)

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Beginning of Roofline</th>
<th>Top of Roof Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary building</td>
<td>24 ft.</td>
<td>36 ft.</td>
</tr>
<tr>
<td>Accessory building</td>
<td>20 ft.</td>
<td>30 ft.</td>
</tr>
</tbody>
</table>
Refer to technical standards regarding measurement of building height.

### Maximum Building Height, Minimum Building Setbacks

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>NS-1 If building height is up to 24 ft.</th>
<th>NS-2 If building height is over 24 ft.</th>
<th>NS-E If building height is up to 24 ft.</th>
<th>NS-E If building height is over 24 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stoop</td>
<td>17 ft. or M</td>
<td>35 ft.</td>
<td>22 ft. or M</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Open Porch (1)</td>
<td>20 ft. or M</td>
<td>35 ft.</td>
<td>25 ft. or M</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Building</td>
<td>25 ft. or M</td>
<td>35 ft.</td>
<td>30 ft. or M</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Interior Side Yard</td>
<td>7.5 ft. or M</td>
<td>15 ft.</td>
<td>7.5 ft. or M</td>
<td>15 ft.</td>
</tr>
<tr>
<td>Street Side Yard</td>
<td>12 ft. or M</td>
<td>20 ft.</td>
<td>15 ft. or M</td>
<td>25 ft.</td>
</tr>
<tr>
<td>Principal Rear Yard</td>
<td>20 ft. or M</td>
<td>30 ft.</td>
<td>20 ft. or M</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Accessory Rear Yard</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Waterfront Yard</td>
<td>15 ft.</td>
<td>20 ft.</td>
<td>15 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

**Notes:**

(1) Open porch shall be limited to a one-story covered porch with or without a second story uncovered porch; a two-story covered porch shall meet the principal structure setback.

M (minor encroachment). Minor encroachments into the normally prescribed setbacks may be allowed so that an addition may align with the side of the existing structure, provided:

(a) The total floor area of the encroaching portion of an addition shall not exceed 50 square feet;
(b) No portion of the encroachment shall exceed 24 feet in height;
(c) In no case shall any setback be less than four feet.

Refer to technical standards the Dimensional Regulations and Lot Characteristics and Height, Maximum Allowable and Encroachments Sections (currently 16.60.010 and 020) for yard types and stoop and setback encroachments.

Enclosing porches in the front yard setback is regulated by the general development standards. Building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.
SECTION 8. Section 16.20.020.11 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.020.11. - Setbacks and FAR consistent with established neighborhood patterns.

There are building setback and FAR characteristics of existing neighborhoods related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, FAR, and alignment of buildings along the block face. Minimum yard setback and FAR characteristics of neighborhoods may differ from the requirements of this district. The POD may approve, without a variance, residential development that meets these setback characteristics and standards of a neighborhood having boundaries defined by an accepted neighborhood plan. Approval shall be based on the following:

1. Front and side yard setbacks will be based on predominant building setbacks established in the block in which the development is proposed.

Minimum Building Setbacks for SE Uses

<table>
<thead>
<tr>
<th>Building Setbacks SE Uses</th>
<th>NS-1</th>
<th>NS-2</th>
<th>NS-E</th>
</tr>
</thead>
<tbody>
<tr>
<td>All yards, including waterfront</td>
<td>35 ft.</td>
<td>35 ft.</td>
<td>35 ft.</td>
</tr>
</tbody>
</table>

Refer to technical standards for yard types.
2. **FAR will be based on predominant building FAR established in the block in which the development is proposed based on the Property Appraisers Records.**

3. **Predominant shall mean equal to or greater than 50%.**

4. **These are administrative approvals appealable only by the property owner.**

   Evaluation of building setbacks will also consider the pattern of building setbacks on the blocks adjacent to the block in which the development is proposed.

   This approval shall follow the procedures for streamline approvals of variances.

**SECTION 9.** Section 16.20.020.12 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.020.12. – Building and site design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian. **For a more complete introduction, see section 16.10.010.**

**Site layout and orientation.** The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

**Building and parking layout and orientation.**

1. For nonresidential uses, all service areas and loading docks shall be located behind the front facade line of the principal structure.

2. All mechanical equipment and utility functions (for e.g., electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.

3. Accessory structures, not including a garage, shall be located behind the front facade line of the principal structure.

4. Existing public sidewalks shall be put in good repair. Where no public sidewalk exists, a public sidewalk shall be constructed in accordance with the requirements of the subdivision section.

**Building and architectural design standards.** All buildings should present an inviting, human scale facade to the streets, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest and shall be consistent with the chosen architectural style.

**Building style.**

1. New construction shall utilize an identifiable architectural style, which is recognized by design professionals as having a basis in academic architectural design philosophies. See Architectural and Building Design Section, currently Section 16.40.020.

2. Design of homes located within on the same block face on either side of the street or within on an adjacent block face on either side of the street shall be varied, such that a substantially similar design will not be replicated. There shall be a minimum separation of three parcels in every direction before a substantially similar design can be repeated. Variation shall include at least three of the following elements: architectural style, roof form (principal or porch), materials, architectural details (doors, windows, columns, porches).
3. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style, which is recognized by design professionals as having a basis in academic architectural design philosophies.

Wall composition. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest. Providing for transparency enhances visual connections between activities inside and outside buildings thereby improving pedestrian safety. The following criteria shall not apply to accessory structures.

1. Doors, windows and other appropriate fenestration, architectural details and features shall be incorporated into all sides of a building. With the exception of garages up to 15-feet in height located at the rear one-third of the lot there is no blank facades. For multi-story buildings, no portion of a façade on any story corresponding to the height between two floors shall contain a blank area greater than 16 feet in width.

2. Structures which are situated on corner lots, through lots, or by the nature of the site layout have a facade which is clearly visible from rights-of-way shall be designed with full architectural treatment on all sides visible from rights-of-way. Full architectural treatment shall include roof design, wall materials, architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout.

3. Where the required design elevation is equal to or greater than 48” above finished grade, an articulated base is required to delineate the first floor level. The base may consist of a different material or decorative band, depending on the architectural style.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings thereby improving pedestrian safety.

4. Windows on the street side facades shall be evenly distributed in a consistent pattern.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian.

1. Where alley access exists, alley access is highly encouraged.
2. Garage doors shall comprise no more than 60 percent of the linear frontage of the facade of the principal structure. When garage doors comprise more than 40 percent of the linear frontage of the facade, the principal structure shall feature a projecting entryway that shall have a minimum projected depth of five feet.

3. Where garages which project past the front facade of the principal structure and have garage doors that face the primary street, the garage entry shall feature at least one of the following enhancements: decorative garage doors, an arbor system surrounding the garage doors, a projecting balcony, cupola or other decorative element above the garage to lessen the impact of the vehicular orientation of the house. The decorative feature proposed by the applicant shall be compatible with the principal structure and must be approved by the POD. This decision may only be appealed by the property owner.

Building materials. Building material standards protect neighboring properties by holding the building’s value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.

1. Building materials shall be appropriate to the selected architectural style and shall be consistent throughout the structure except for one story covered patios or screen enclosures located at least ten feet behind the front facade of the principal structure. If multiple materials are used in a building facade, the visually heavier materials shall be located below the lighter materials, e.g. brick or stone shall be located below stucco or siding materials, unless they are used as architectural features.

Accessory structures and ancillary equipment and carports. Accessory structures shall reinforce the pedestrian character of the City. Above-ground utility and service features, accessory storage structures, and carports shall be located and designed to reduce their visual impact upon the streetscape. See Use Specific Standards for Accessory Structures.

1. Detached accessory structures, such as garages, and garage apartments and sheds over 100 square feet, shall be consistent with the architectural style, materials, and color of the principal structure. For multi-story accessory buildings, no portion of an exterior wall on any floor may contain a blank area greater than 16-feet in width.

SECTION 10. Section 16.40.020 of the St. Petersburg City Code is hereby amended by deleting the entire existing Section and amending Section 16.40.020 to read as follows:

16.40.020. - ARCHITECTURE AND BUILDING DESIGN


St. Petersburg has a rich architectural history dating to its founding. The City’s architecture includes a range of styles that showcase the diversity of its residents, shifts in tastes, advances in building materials and techniques, and development patterns. St. Petersburg’s earliest buildings, both residential and commercial, were primarily Folk Vernacular and generally frame or masonry construction. As the City of St. Petersburg became more popular, fine examples of other architectural styles such as Craftsman, Prairie and Foursquare, Art Deco and Art Moderne, Minimal Traditional, Mid-Century, and various revival styles including Mediterranean, Mission, Colonial, and Tudor became prevalent.

The publication titled, St. Petersburg's Design Guidelines for Historic Properties ("Guidelines"), adopted by the City Council by Resolution No. ___ on July 13, 2017, as amended by City Council resolution, was created to assist property owners in identifying the architectural style of their property and serve as a reference guide for property owners, architects, builders, contractors, and city officials in executing the various design requirements for both the City's historic preservation program and building design requirements contained within the individual zoning categories.
It is important to understand the style of a building when making decisions affecting the exterior appearances, including additions and replacement of damaged or missing elements. The Guidelines give a brief description and history of some of the most common architectural styles seen throughout St. Petersburg. Illustrations show a range of elements and features that are common to each style.

Due to the diversity of architectural styles observed throughout St. Petersburg, several styles are not included within the Guidelines and certain elements are not comprehensively covered. In each of these instances, reference may be made to other academic architectural resources for additional information, including but not limited to:


In addition to the styles illustrated in the publications listed above, there are other styles recognized by design professionals as having a basis in academic architectural design philosophies that may be utilized.

16.40.020.2 – Compliance.

When any provision of this Chapter requires construction, which includes new construction, additions, redevelopment, rehabilitation, or any other activity, to comply with or meet design requirements or an architectural style, the publications described herein provide those design and architectural requirements and are hereby adopted by reference and incorporated herein as a part of this Chapter.

SECTION 11. Section 16.40.040.3.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.040.3.2 Waterfront yards (all uses). Maximum Height.

<table>
<thead>
<tr>
<th>WATERFRONT YARDS (All uses)</th>
<th>Maximum Height</th>
<th>For IC/CRD-zoned properties</th>
<th>For commercial marinas</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 3 feet for a solid fence or wall of any style, or a hedge and any landscape materials except protected trees</td>
<td>4 feet for an open fence</td>
<td>10 feet for an open fence</td>
<td></td>
</tr>
<tr>
<td>b. 5 feet for a decorative open fence for a dock on a non-contiguous water lot, with a maximum gate height of 6 feet, and maximum arch structure height over the gate of 7.5 feet</td>
<td>6 feet for a vinyl-coated chain-link fence</td>
<td>- 6 feet for an open fence</td>
<td></td>
</tr>
<tr>
<td>In part of the waterfront yard there shall be no limit on the height of landscape materials or number of trees hedges (see 5.E.2, below)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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The diagram at right is intended to provide an illustrative view of the foregoing regulations as applied to rectangular lots platted in the traditional block pattern of the City. For non-rectangular lots or for lots with irregular lot lines, property owners are advised to contact the City to verify interpretation of the ordinance as applied to a specific property. The crosshatched area shown in the key is intended to illustrate subsection a. above. The dotted area shown in the key is intended to illustrate subsection b. above. 'X' is the setback set forth in the zoning district.

SECTION 12. Section 16.40.040.3.5.C. of the St. Petersburg City Code is hereby amended by adding a new subsection 12 to read as follows:

Section 16.40.040.3.5.C.12. Gates and fencing for docks on non-contiguous water lots, and docks on contiguous upland property that are located across a right of way or City owned easement from the principal use, shall be open and consist of decorative materials such as wrought iron, aluminum or other decorative metals suitable for the construction of fences, masonry, concrete, stone, and vinyl or composite manufactured specifically as fencing materials. Any fencing projecting beyond the width of the dock as measured at the seawall (the walkway) shall be limited 5 feet in height and 3 feet in width on each side of the walkway. Replacement of a dock or the existing gate or fencing, the replacement of a majority of the pilings, any expansion of the deck area or the addition of a boat lift(s) shall require gates and fences to be brought into compliance. This shall not apply to commercial marinas or properties in the IC/CRD land use category.

SECTION 13. Section 16.40.060.2.1.2 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.060.2.1.2. - Additional requirements for new and existing one- and two-unit residential properties.
A. **Required permeable green space for yards abutting streets.** Required front yards and required side yards abutting streets shall be maintained as permeable landscaped vegetative green space with the exception of driveways, walks, patios and similar paved areas and non-organic mulch areas, which areas combined shall not exceed 25 percent of the required yard area for corner lots and 45 percent of the required yard area for inside lots. Facilities constructed to achieve compliance with ADA requirements shall be exempt from this surface calculation. Yards abutting streets which do not conform to the provisions herein and which existed as of August 25, 1977, are grandfathered and exempt from this subsection.

B. **Ground cover, private property.** Permeable portions of private property including required yards shall be maintained with an herbaceous layer of sod or ground cover plant material. Installation of St. Augustine sod turf at a property with a new structure which receives construction permits is limited to a maximum of 50 percent of the permeable area of the lot.

C. **Ground cover, rights-of-way.** Permeable portions within the adjoining rights-of-way shall be maintained in accordance with an approved streetscape plan or, where an approved streetscape plan does not exist, with an herbaceous layer of sod or ground cover plant material. Where landscaping material is used in the right-of-way within four feet of the curb or road edge and there is no approved landscape plan, the landscaping materials, excluding sod, shall not exceed 24 inches in height above the top of the adjacent curb, or if there is no curb, the road bed, provided that the landscaping material does not result in a hazard or impairment to public vehicular or pedestrian traffic or violate the visibility at intersection section.

D. **Mulch.** Organic mulch is a beneficial addition to landscaping in many situations including providing a surface covering under shrubs, or where ground cover material is maturing. The intention of these regulations is to allow mulch within a landscape design while not allowing an entire yard to only be covered with mulch. The use of cypress mulch is discouraged.

   1. **Installation standards.** Where used in lieu of sod or ground cover plant material, mulch shall be placed to a minimum depth of three inches. The top level of the mulch shall not exceed the height of the immediately adjacent ground surface. Mulch shall not be placed directly against a plant stem or tree trunk. Non-organic mulch including rubber, decorative gravel or crushed stone shall be allowed only in planting areas (e.g., in gardens or hedge areas).

   2. **Limits on installation on one- and two-unit residential properties.**

      a. Organic mulch may be used without limit underneath shrubs and trees, provided the shrubs and trees or a combination thereof are planted and maintained at a cumulative ratio of at least one shrub or tree, planted within the mulch per each ten square feet of organic mulched area;

      b. No more than 50 percent of the required front and street side yard may be covered with mulch;

      c. Where a mulch parking surface has been permitted pursuant to the parking and loading design section, a separation consisting of an herbaceous layer of sod or ground cover of not less than eight feet in width shall be provided between the parking area and any adjacent mulch area allowed pursuant to this section.

   3. **Limits on installation in rights-of-way.** Organic mulch may be used in permeable areas of the right-of-way to keep moisture in the soil while other forms of approved ground cover plant material are maturing. Mulch is prohibited within four feet of the curb or road edge if there is no curb. Mulch in the right-of-way must be contained within borders sufficient to prevent flotation of mulch into the roadway. With the exception of permitted driveway or sidewalk materials, the use of shell, rock or other similar hardened non-organic mulch in the right-of-way is prohibited.

E. **Irrigation, existing one- and two-unit residential properties.** A permanent irrigation system is not required for existing one- and two-unit residential properties; however, where one is installed, it shall be designed to avoid runoff, overspray or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, roadways or structures. Irrigation systems shall be maintained so there are no broken irrigation heads or leaks. Automatic sprinkler systems shall install a rain sensor.
device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

F. Vegetation, existing one- and two-unit residential properties. Any one- or two-unit residential property that meets or exceeds the tree and/or shrub standards set forth in the previous section for new one or two unit residential properties, shall maintain the minimum standards for the property. This does not mean that existing one- or two-unit residential properties that do not meet the requirements set forth in the previous section for new one- or two-unit residential properties are required to install vegetation to meet those requirements.

G. Landscaping adjacent to mechanical equipment on site. Mechanical equipment, (e.g. backflow preventers, utility cabinets, air conditioners, etc.) visible from streets, excluding alleys, shall be landscaped with a continuous hedge comprised of shrubs planted no more than 30 inches on center or a decorative fence or architectural feature if the location is inadequate for landscape (e.g. too small, insufficient light). Landscaping shall be installed no less than three feet from the equipment to allow for access, maintenance and required air flow.

H. Landscaping adjacent to fences, walls, or dumpster enclosures. The exterior of any opaque fence or wall which exceeds 150 linear feet in length, visible from any street (not alley) shall be landscaped with a minimum of one shrub for every three linear feet and one under-story tree for every 25 linear feet.

I. Decorative objects, including, but not limited to, rocks and planter beds, shall not be located within four feet of the curb of the street or where there is no curb, the road edge.

SECTION 14. Section 16.40.090.3.3 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.090.3.3. - Development standards for private one- and two-family properties.

Parking.

1. Location. Required parking spaces shall be located on the same lot as the use.

2. Driveways. Driveways shall be designed in a manner that minimizes disruption of pedestrian corridors and the streetscape. Driveway locations shall be provided as required in the zoning district, except that no such driveways shall be allowed when a one- or two-family residential property abuts an alley and is located in a DC district.

3. Variances. Where unique conditions related to existing buildings, dimensional aspects of platted lots, or a lack of available space preclude strict compliance with these requirements, the POD may adjust the minimum requirements in accordance with the standards of review for the granting of a variance.

4. Visibility triangle. The visibility triangle is an area which has certain restrictions to allow for safe visibility when operating a motor vehicle or bicycle or for pedestrian movement. Driveways may encroach into the visibility triangle within the public right-of-way; however, driveways shall not encroach into the visibility triangle within the boundary of the private property.

5. Setbacks. Portions of a driveway located in the right-of-way shall meet a minimum setback of three feet from the extended interior and streetside property line.
6. **Dimensions.** Parking spaces shall be located completely on private property to prevent vehicles from overhanging into and obstructing the public right-of-way. Parking spaces shall be a minimum of 9 feet in width and 18 feet in length and completely on private property.

a. **Standard driveway.** Driveways shall measure no less than ten feet in width and no more than 20 feet in width, no more than 20 feet as the driveway crosses the property line and no more than 26 feet at the curb, which includes a three-foot by seven-foot triangular flare. The required minimum length for the portion of the driveway on the private property is 19 feet, measured from the property line.
b. *Circular driveway.* The circular portion of a driveway shall measure no less than ten feet in width and no more than 14 feet in width, no more than 14 feet as the driveway crosses the property line and no more than 20 feet at the curb, which includes a three-foot by seven-foot triangular flare. *Circular driveways are not allowed on lots less than 60 feet wide.*
c. *Ribbon driveway.* Ribbon driveways are an acceptable alternative to standard driveways, reducing the overall impervious surface coverage. Ribbon driveways are subject to the same maximum dimensional standards as dimensions for standard driveways. Individual "ribbons" are only permitted within the property (not the right-of-way) and shall measure between 1½ and 2½ feet in width.

### Ribbon Driveway

![Ribbon Driveway Diagram](image)

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d. *Accessory parking pad.* An accessory parking pad no wider than ten feet and not exceeding 400 square feet in area may be installed contiguous to a legally recognized driveway, subject to the condition that the parking surface area is located wholly within the property and no closer than three feet to the interior or street side property lines. See zoning district criteria for specific dimensions for parking pads.

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26
e. **Zoning specific criteria**.

1. When a property is located within a Neighborhood Traditional (NT) zoning district, any new, reconstructed or reconfigured driveway shall be no wider than 20 feet within the property boundaries, 12 feet as the driveway crosses the property line and 16 feet at the curb, which includes a two feet by seven feet triangular flare. Circular driveways within the front or street side yards are prohibited, except as otherwise allowed by the building design standards of the zoning district. Where a circular driveway is permitted, the circular portion of the driveway shall measure no less than ten feet in width and no more than 12 feet in width, no more than 12 feet as the driveway crosses the property line and no more than 16 feet at the curb, which includes a two-foot by seven-foot triangular flare.

2. When property is located within a Neighborhood Suburban (NS) zoning district, one driveway (inclusive of one portion of a circular driveway that extends to the curb) shall be no wider than 20 feet within the property boundaries, 20 feet as the driveway crosses the property line and 26 feet at the curb. All additional driveways (inclusive of one portion of a circular driveway that extends to the curb) shall be no wider than 14 feet within the property boundaries, 14 feet as the driveway crosses the property line and 20 feet at the curb. See also dimension requirements for circular driveways.
7. Sidewalks located within adjoining right-of-way. In traditional districts, where a driveway intersects a sidewalk located within the right-of-way, the portion of the sidewalk that crosses the driveway shall have a consistent finish and color as the abutting sidewalk and be visually delineated with expansion joints. In suburban districts, where a driveway intersects a sidewalk located within the right-of-way, the portion of the sidewalk that crosses the driveway shall be visually delineated with a change in color or material or with expansion joints. The abutting property owner shall be responsible for maintaining the sidewalk in good condition and repair with no cracks or voids larger than one inch.

8. Impervious surface coverage. The maximum impervious surface ratio is limited to those areas within the boundary of the private property and does not include the public right-of-way. For interior lots, no more than 45 percent of the land area between the front property line and front building setback line may be paved or covered with impervious surface materials. For corner lots, no more than 25 percent of the land area between the front and street side property lines and front and street side building setback lines may be paved or covered with impervious surface materials. Impervious surface materials include the surface materials identified in subsection 9 of this section.

9. Surface materials. The portion of the driveway located within the right-of-way shall be constructed of asphalt or concrete material, brick or decorative pavers. The portion of the driveway and all required parking spaces located within the property boundaries shall be constructed of asphalt or concrete material, brick or decorative pavers, grid pavers, crushed stone, rock, gravel or other materials approved by the POD. Crushed shell is prohibited. The abutting property owner shall be responsible for maintaining the surface in good condition and repair with no cracks or voids larger than one inch.

For accessory parking pads, only organic mulch is also an approved surface material and is subject to the following minimum technical standards. Mulch shall be at least four inches deep. The parking pad shall be bordered with a solid border at least four inches below the surface and extending at least two inches above the surface of the mulch on all sides except the driveway side, where it shall extend at least one inch above the mulch surface.

**Mulch Parking Pad**

![Mulch Parking Pad Diagram](image)

**Mulch Parking Pad**

SECTION 15. Sections 16.40.030.6.C.1.c and .3.aof the St. Petersburg City Code are hereby amended to read as follows:

1.c. A proposed residential development of up to four dwelling units individual single family home, duplex, triplex or quadruplex which is not part of a larger unified common plan of development shall be exempt from water quality requirements.
3. a. A proposed residential development of up to four dwelling units individual single family home, duplex, triplex or quadruplex which is not part of a larger unified common plan of development is exempt.

SECTION 16. Section 16.40.140.3 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.140.3. - Plats, preliminary and final.

A. Generally.

1. No permit shall be issued by the POD for the construction of any building or other improvement requiring a permit on property within a subdivision of land for which a plat is required, unless a preliminary plat thereof has been approved by the POD.

2. No street shall be accepted and maintained by the City, nor shall water, reclaimed water, or sewer service be extended by the City, nor shall a certificate of occupancy be approved for any permit be issued by the POD for the construction of any building or other improvement requiring a permit on property within a subdivision of land for which a plat is required by this section or was required prior to the adoption of this section, unless a final plat thereof has been approved and has been recorded in the office of the clerk of the circuit court of the county.

23. All unplatted, undeveloped land shall be platted prior to the issuance of a certificate of occupancy of any structure thereon; however, where a legal principal use already exists on unplatted land, permits for maintenance purposes and additions thereto may be issued.

4. Division of more than one platted lot under common ownership, or which are part of a unified plan of development, shall require that all lots be replatted or platted.

B. Procedures. For procedures, see applications and procedures section.

SECTION 17. Sections 16.40.140.2.4.C.3 and D of the St. Petersburg City Code are hereby amended to read as follows:

C.3. Consistency with the established neighborhood pattern shall be maintained, including lot dimensions, utility and parking functions, alley access, and sanitation services. New lot lines shall comply with the subdivision requirements when practical and shall be formed of one straight line.

*   *   *   *   *   *   *

D. Replatting. Replatting is required if the lot line adjustment or lot split results in the property that is the subject of the application being divided, and including any abutting property and lots in common ownership, or which are part of a unified plan of development, into a total of three or more lots.

SECTION 18. Section 16.40.140.4.7 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.140.4.7. - Excavation, fill, and tree removal.

Prior to any land excavation, fill operation, or tree removal in a proposed subdivision development, a final preliminary plat prepared in accordance with the provisions of this chapter shall be approved by the POD City Council.

1. Excavation. The owner requesting any excavation shall obtain a permit from the POD and shall comply with all other applicable local, county, state and federal requirements.
2. **Landfill.** Prior to commencing any landfill, plans and specifications for the clearing, filling and grading operation shall be submitted by a registered engineer who will supervise the actual clearing and filling operations and a permit shall be obtained from the POD. All conditions of the approved specifications shall be met and certified by a registered engineer in charge of the project.

3. **Tree removal.** Plans for tree preservation and removal shall be submitted for any plat in excess of three acres.

4. **Guarantee of improvements.** A guarantee of improvements shall be provided to ensure that all conditions of the permit shall be completed.

SECTION 19. Section 16.50.010 of the St. Petersburg City Code is hereby amended to read as follows:

**SECTION 16.50.010. - ACCESSORY DWELLING AND ACCESSORY LIVING SPACE**

16.50.010.1. - Applicability.

This section applies to accessory dwelling units and accessory living space as defined in the Matrix: Use Premises and Parking Requirements and to the construction of a single-family dwelling unit as a principal use on a lot where an accessory dwelling unit already exists.

16.50.010.2. - Generally.

Common names for accessory dwelling units and accessory living space include garage apartment, ancillary apartment, mother-in-law unit, guest house, carriage house or granny flat. For the purposes of these regulations, all of these building forms shall be referred to as an "accessory dwelling use" unless otherwise specified in this section. See the definition of Accessory Dwelling Unit in the Use Matrix for definition.

16.50.010.3. - Purpose and intent.

Accessory dwelling units are a recognized element of our traditional neighborhoods and provide for a variety of housing types. The following standards allow the continuation and establishment of this housing type in a manner consistent with the surrounding development.

Traditional neighborhoods in the City are under increasing development pressure. Redevelopment has occurred in a manner that is not consistent with the development pattern that makes these areas attractive and desirable. Appropriately channeling the form of redevelopment is critical to maintaining the character and viability of our traditional neighborhoods. Reintroducing the accessory dwelling use as a permitted use in these areas is intended to guide reinvestment and redevelopment in a manner that reinforces and protects the traditional pattern. This section is also intended to address the establishment of accessory living space which can be used in a manner that creates impacts similar to an accessory dwelling use. Protecting that pattern requires strict and complete compliance with all of the applicable development standards.

1. **Strict compliance with standards for a new accessory dwelling use.** The development standards in this section have been crafted within the context of an urban environment. The accessory dwelling use will be constructed either at the same time as a new house is built or as an addition where a principal dwelling unit already exists. In either case, strict compliance with the standards of this section shall be required. Where the accessory dwelling use is proposed in addition to an existing principal single-family use, compliance may require significant modification to the current configuration of the site. This section is not intended to prioritize one standard over another; all are equally important and necessary. Strict compliance with the criteria is critical to adequately and effectively mitigate the impacts and achieve the desired outcomes. A variance from any of the standards in this section to establish an accessory dwelling use would be inconsistent with the purpose and intent of this section; therefore, no variance to any provision of this section may be granted.
2. **Reinstatement of an abandoned accessory dwelling use.** The development standards of this section shall also be used to evaluate the merits of an application to reinstate the grandfathered status of an abandoned accessory dwelling unit. Reinstatement, if approved, shall remove the grandfathered status and make the accessory dwelling unit lawful pursuant to the current zoning regulations. Although no variances are allowed for new accessory dwelling uses, some relief from the standards of this section may be necessary in the context of a reinstatement because the principal and accessory structures already exist.

16.50.010.4. - Establishment.

Establishment or expansion of a lawful accessory dwelling unit use shall be subject to the following requirements:

1. Not more than one accessory dwelling unit use shall be permitted for each single-family dwelling in the districts where allowed by the Matrix: Use Permissions and Parking Requirements, subject to all requirements of this section.
2. An accessory dwelling unit use shall not be permitted before construction of the principal building has commenced or a lawful principal use is established.
3. An accessory dwelling unit use shall be subordinate to the principal use as to location, height, square footage, and building coverage.
4. An accessory dwelling unit use shall not be utilized as a transient accommodation use as defined and regulated by this chapter.

16.50.010.5. - Development standards.

16.50.010.5.1. - Lot requirements.

A. Establishment of a new accessory dwelling unit use shall only be allowed if:

1. The lot area shall be at least 5,800 square feet. There is no minimum lot area requirement for accessory living space;
2. If the lot is below the current minimum lot area requirements for the zoning district, the original platted lot or lawfully established lot of record has not been subdivided and remains under common ownership;
3. The if the accessory dwelling unit is detached and the legal front and rear of the lot are consistent with the front and rear yards of lots on the same block face. An attached accessory dwelling unit shall not be permitted where lots have been refaced such that the legal front yards face a different direction than the rest of the lots in the block or where refacing has eliminated alley access for a lot.

B. A lot containing an accessory dwelling unit use shall not be subdivided to separate the accessory dwelling unit use from the principal use, unless such division can meet all applicable standards of the zoning district and land development regulations.

16.50.010.5.2. - Building and site requirements.

Site plans for the establishment of any new accessory dwelling units use shall be subject to the following design standards for buildings:

1. The floor area of any accessory dwelling unit shall be no less than 375 square feet and shall not exceed 750 square feet.
2. For a multi-story, accessory building, the floor area of the portion of the building used for an accessory dwelling unit shall not exceed 50 percent of the gross floor area of the multi-story, accessory building. If the entire area used for the accessory dwelling unit is on the second floor of the building (not including the stairs) then the accessory dwelling unit may exceed 50 percent of the
gross floor area of the building. The remaining floor area shall be used only as garage, utility (washer, dryer, work room) or storage space. For a one-story, accessory building, the accessory dwelling unit use may use 100 percent of the gross floor area of the one-story, accessory building.

3. The portion of the building containing an accessory dwelling unit living space may be attached to the side or rear of the principal structure and shall comply with the setbacks of the zoning district.

4. Sides of buildings containing second floor porches, or unenclosed staircases which face the interior side yard of an adjacent property shall comply with the minimum setback of the zoning district or ten feet, whichever is greater. This requirement shall not apply to completely enclosed staircases.

5. A paved walkway at least two feet in width shall connect the main entrance of the accessory dwelling unit use with the off-street parking spaces and the public sidewalk.

6. The building containing an accessory dwelling unit use shall comply with the architectural standards for the zoning district and be compatible with the style of the building containing the principal use, including paint scheme.

16.50.010.5.3. - Visual buffering.

Given the compact urban form of traditional neighborhoods, it is necessary to establish minimum standards for visual buffering between uses to afford residents a reasonable level of privacy in rear yards. Each lot is different. Certain design solutions may be more effective or appropriate in some circumstances than others. The intent is to prioritize privacy for adjacent properties over the privacy between the principal and accessory use on the lot. Buildings for a new accessory dwelling unit shall comply with the following requirements:

1. Where an accessory dwelling unit is proposed at a second story level, all exterior doorways and outdoor living areas such as porches, or balconies, and unenclosed staircases shall be oriented toward the interior of the property or meet at least a ten foot side yard setback.

2. Sill heights for second story windows facing interior side yards shall be at least 48 inches above the finished floor elevation for the second story level.

16.50.010.5.4. - Parking and accessibility.

New or redeveloped accessory Accessory dwelling units use shall be subject to the following parking design standards:

1. Paved off-street parking spaces shall be provided for all uses on the site as required in the Matrix: Use Permissions and Parking Requirements.

2. No variances shall be granted to the number of required parking spaces for a new accessory dwelling use permitted after September 10, 2007.

3. The addition or reinstatement of an accessory dwelling unit shall require compliance with all of the parking requirements for the entire property.

4. All required off-street parking spaces shall be provided in the rear yard where the rear yard is adjacent to an alley. If no alley access exists, parking shall be contained within the rear portion of the site accessed by a driveway from the side street. Driveway access from the primary street shall only be permitted where there is no alley or side street and shall be no larger than a single lane wide.

5. The parking of vehicles in front of the principal structure is prohibited. Parking a vehicle on the street in front of the principal structure is not prohibited at a location where street parking is otherwise lawful.

6. Driveways for off-street parking areas shall comply with the design and location restrictions for the zoning district. None conforming driveways shall be modified to comply or shall be eliminated. The requirement to eliminate a nonconforming driveway or parking area in order to make a property
eligible for an accessory dwelling use shall not be deemed to constitute a hardship justifying a variance.

7-A. At least one of the required parking spaces shall be an unobstructed, unenclosed surface space for exclusive use by occupants of the accessory dwelling unit use.

8. Surface parking areas capable of accommodating more than three vehicles shall incorporate decorative pavement treatments throughout at least ten percent of the paved area, including the driveway. Plain asphalt or concrete shall not be permitted.

9. A storage area shall be reserved along the property line adjacent to the alley to provide storage of solid waste collection containers, where possible.

10. Storage areas shall be at least five feet wide and may be divided between two adjacent properties.

11. Storage areas shall be required along both sides of an alley, regardless of which side is currently used for solid waste collection service.

16.50.010.5.5. Accessory living spaces; additional restrictions.

   In addition to the restrictions applicable to accessory dwelling units, new accessory living spaces shall be subject to the following restrictions:

   1. An accessory living space shall operate as an extension of and be dependent upon the principal use and shall not be a separately functioning dwelling unit.

   2. Cooking facilities are prohibited within an accessory living space.

   3. Separate mailing addresses are prohibited for an accessory living space.

   4. Separate utility meters for electricity, gas, water, and other utility services are prohibited.

SECTION 20. The St. Petersburg City Code is hereby amended by adding a new Section 16.50.011, to read as follows:

SECTION 16.50.011. — Accessory living space.

16.50.011.1. - Applicability.

   This section applies to accessory living space as defined in the Matrix: Use Premises and Parking Requirements.

16.50.011.2. - Generally.

   These requirements apply to both attached and detached accessory living spaces.

16.50.011.3. - Establishment.

   Establishment or expansion of a lawful accessory living space shall be subject to the following requirements:

   1. Not more than one accessory living space shall be permitted for each single-family dwelling in the districts where allowed by the Matrix: Use Permissions and Parking Requirements, subject to all requirements of this section.

   2. An accessory living space shall not be permitted before construction of the principal building has commenced or a lawful principal use is established.

   3. An accessory living space shall be subordinate to the principal use as to location, square footage, and building coverage.
4. An accessory living space shall not be utilized as a transient accommodation use as defined and regulated by this chapter.

16.50.011.4. - Accessory living spaces; restrictions.

Accessory living spaces shall be subject to the following restrictions:

1. An accessory living space shall operate as an extension of and be dependent upon the principal use and shall not be a separately functioning dwelling unit.
2. Cooking facilities are prohibited within an accessory living space.
3. Separate mailing addresses are prohibited for an accessory living space.
4. Separate utility meters for electricity, gas, water, and other utility services are prohibited.

16.50.011.5. Building and site requirements.

1. Where an accessory living space is proposed at a second story level, all outdoor living areas such as porches, balconies, and unenclosed staircases shall be oriented toward the interior of the property or meet at least a ten foot side yard setback.

16.50.011.6. Parking and accessibility.

1. Paved off-street parking spaces shall be provided for all uses on the site as required in the Matrix: Use Permissions and Parking Requirements.

2. All required off-street parking spaces shall be provided in the rear yard where the rear yard is adjacent to an alley. If no alley access exists, parking shall be contained within the rear portion of the site accessed by a driveway from the side street. Driveway access from the primary street shall only be permitted where there is no alley or side street and shall be no larger than a single lane wide.

SECTION 21. Section 16.50.020.4.1 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.020.4.1. - Accessory storage structure and carports.

Within At any use in Neighborhood districts and at single family dwelling units in any district, one accessory storage structure (typically a pre-constructed shed) and one carport shall be allowed which are exempt from design requirements as set forth herein—as provided in the setbacks section, so long as it complies with all of the following criteria. Structures Any other such structures shall comply with the design requirements and setbacks for the zoning district.

1. General Requirements. Size and height. The structure shall not exceed 100 square feet in area and ten feet in height.
2a. Anchoring. The structure shall be properly anchored to resist wind and other forces.
3b. Utility easements. If a structure is secured to the ground by a foundation and not capable of being moved intact, no portion of the structure shall encroach into a utility easement.
4c. Right-of-way and access easements. No structure shall encroach into a right-of-way or private access easement.
5d. Use restrictions. The structure shall only be utilized for storage and shall not be used for operation of mechanical equipment.
6. Additional structures. Any additional accessory storage structures, regardless of size or type, shall comply with the setbacks for the zoning district.
7. **Street side and waterfront yards.** The structure shall not be located in street side or waterfront yards. Where such yards exist, the structure shall comply with the setbacks for these yards for the zoning district.

82. **Through lots Special circumstances for storage structure from front property line.** On a through lot which meets the width, depth and area requirements for a lot in that zoning district, if one front yard is determined to be a rear yard pursuant to the dimensional regulations, and lot characteristics section (currently Sec. 16.60.010) and has a solid, not less than five-foot high, decorative wall or fence, which allows no vehicular access through that front yard, one the exempt accessory storage structure is allowed no more than shall be setback at least ten feet from that the front property line.

93. **Design standards for accessory storage structures.**
   a. An accessory storage structure 100 s.f. or less and less than 10 ft. in height is exempt from the requirement to utilize the architectural style and construction materials of the existing principal structure. See allowable encroachment and setback section.
   b. Where an accessory storage structure is located within the rear one-third of a property, 200 square feet or less in gross floor area, ten feet or less in overall height to the top of roof peak, and screened by a solid masonry wall or decorative wood or vinyl fence measuring six feet or more in height, the accessory storage structure is exempt from the requirement to utilize the architectural style and construction materials of the existing principal structure.
   c. All other accessory storage structures shall comply with the design and setback requirements of the zoning district.

404. **Code compliance.** All accessory storage structures shall comply with the Florida Building Code and St. Petersburg Fire Code (e.g. building separation and egress).

5. a. A carport for a single family residential use is exempt from the requirement to utilize the architectural style and construction materials of the existing principal structure if it is; open on three sides, located within the rear one-third of the property, located behind the principal structure, meets the side yard setbacks for the principal structure (if on the streetside it must be hidden by another structure from view from the street), not greater than 440 square feet in area, not greater than 12 feet in height at the beginning of the roofline, and not greater than 15 feet in height at the peak of the roof.
   b. All other carports shall utilize the architectural style and construction materials of the existing principal structure.

SECTION 22. Section 16.50.130.9.4 of the St. Petersburg City Code is hereby amended to read as follows:

16.50.130.9.4. - Roof or canopy structures.

The maximum pitch of any roof or canopy constructed as part of a dock structure shall not exceed one foot of elevation per every 20 feet of horizontal coverage. Roof or canopy structures are prohibited on lots with less than 50 feet of waterfront frontage and on any non-contiguous water lots which have a public sidewalk abutting the seawall. Roof or canopy structures may not be placed within a side setback unless a variance is granted specifically for the roof or canopy structure. Boathouses are prohibited.

SECTION 23. Sections 16.60.010.5.A.1 and E of the St. Petersburg City Code are hereby amended to read as follows:

A.1. Public atriums, indoor plazas and courtyards, and porches and covered patios.
16.60.010.5.E. A variance to the maximum floor area ratio is not allowed, except in Neighborhood Traditional Single-family or Neighborhood Suburban Single-family zoning districts. Any other request to exceed the maximum floor area ratio requires a rezoning and future land use map amendment, where applicable.

SECTION 24. Section 16.60.010.6.B of the St. Petersburg City Code is hereby amended to read as follows:

16.60.010.6.B. Within special flood hazard areas, building height shall be measured from the required design flood elevation line as measured to the finished floor to the beginning of the roofline or roof peak, as determined within the individual zoning districts.

SECTION 25. Section 16.60.010.8.3.C of the St. Petersburg City Code is hereby amended to read as follows:

16.60.010.8.3.C. On through lots, one frontage may be considered the rear yard when 50 percent or more of the developed through lots in the block have established that frontage as a rear yard by both building design and usage. Where that percentage doesn’t exist, the yard which shall be considered a rear yard shall be determined based upon the following order of factors: a) the location of the rear yards of abutting through lots, (b) the predominant location of the rear yards of other developed lots on the block, c) the location of the front entry into the house on the subject lot, and d) the relationship of the yard to other yards on abutting properties.

SECTION 26. The existing graphic depiction in Section 16.60.010.9.B of the St. Petersburg City Code is hereby deleted and replaced with the following graphic to read as follows:

16.60.010.9.B. Nonrectangular lots; yard nomenclature, location. The following diagram is intended to illustrate the terminology used in reference to front, side, and rear yards on interior, corner, reversed frontage and through lots of nonrectangular shape.
SECTION 27. The Section 16.60.010.9.C of the St. Petersburg City Code is hereby amended to add the following graphic to read as follows:

C. **Measurements.** In the measurement of required waterfront yards, depth shall be measured perpendicular to the centerline of the seawall, or waterside lot line or the mean high water line, whichever is closer to the principal structure, for non-seawalled lots.

SECTION 28. The St. Petersburg City Code is hereby amended by adding a new section, Section 16.60.030.2.B.3, to read as follows:

16.60.030.2.B.3. The POD may administratively approve an application for development which otherwise complies with the land development regulations on a platted lot when:

a. 80% or more of the lots on the subject block and any lots on the surrounding block faces which block faces are wholly or partially within 500 feet of the subject lot, are also substandard for width and/or area, (this calculation shall not consider or include any lots which are across a major street or are in a different zoning district), or

b. the nonconformity is equal to or less than 5% of the required width and/or area.

SECTION 29. The Arbor; Patios, covered; Screen enclosure, patio (solid roof); Garages, residential sideloading or facing an alley; and Shed structure/improvements in the 'allowable encroachments and setbacks' chart in Section 16.60.050.2 of the St. Petersburg City Code are hereby amended to read as follows:

16.60.050.2. - Allowable encroachments and setbacks.

<table>
<thead>
<tr>
<th>Structure/Improvement</th>
<th>F=Front</th>
<th>Traditional Zoning Districts</th>
<th>Suburban Zoning Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbor (with a minimum of 50% open roof structure, up to 80 SF in area and no more than 12 ft. in height)</td>
<td>F, S, SS, R</td>
<td>To property line</td>
<td>To property line</td>
</tr>
<tr>
<td>• Patios, covered (no more than 12 inches above</td>
<td>S, SS, R</td>
<td>No closer to property line than 7.5 ft.</td>
<td>No closer to property line than</td>
</tr>
<tr>
<td>Existing grade or the top of an existing seawall</td>
<td>W</td>
<td>No closer to property line or seawall than 10 ft.</td>
<td>No closer to property line or seawall than 10 ft.</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
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<td>-------------------------------------------------</td>
</tr>
<tr>
<td>• Porch, open (less than 30 inches above existing grade or the top of an existing seawall)</td>
<td>F, SS</td>
<td>No Leading edge no more than 5 ft. from setback line</td>
<td>No Leading edge no more than 5 ft. from setback line</td>
</tr>
<tr>
<td>R</td>
<td>No encroachment permitted</td>
<td>Leading edge no more than 10 ft. from setback line</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W</td>
<td>Leading edge no more than 5 ft. from setback line</td>
<td>No encroachment permitted</td>
</tr>
<tr>
<td>• Screen enclosure, patio (solid roof)</td>
<td>S, SS, R</td>
<td>No closer to property line than 7.5 8-ft.</td>
<td>No closer to property line than 7.5 8-ft.</td>
</tr>
<tr>
<td></td>
<td>W</td>
<td>No closer to property line or seawall than 10 ft.</td>
<td>No closer to property line or seawall than 10 ft.</td>
</tr>
<tr>
<td></td>
<td>F</td>
<td>No encroachment permitted</td>
<td>No more than 8 ft. from setback line</td>
</tr>
<tr>
<td>Garages, residential side-loading or facing an alley</td>
<td>S</td>
<td>No more than 2 ft. from setback line, if garage door faces alley</td>
<td>No more than 2 ft. from setback line</td>
</tr>
<tr>
<td></td>
<td>SS</td>
<td>No more than 5 ft. from setback line, if garage door faces alley</td>
<td>No more than 5 ft. from setback line</td>
</tr>
<tr>
<td>Shed (only one shed may encroach into the setback. The maximum size is limited to 100 s.f. in area and 10 ft. in height horizontal dimension for each side shall be 10 ft. and the maximum height shall be 10 ft.)</td>
<td>F</td>
<td>No encroachment allowed, except as noted in the use-specific development standards for accessory structures and no part of the shed shall be located in front of the front façade line of the principal structure</td>
<td>No encroachment allowed, except as noted in the use-specific development standards for accessory structures</td>
</tr>
</tbody>
</table>
SECTION 30. Sections 16.70.040.1.14.D and E of the St. Petersburg City Code are hereby amended to read as follows:


1. Staff review and recommendation. Upon receipt of a reinstatement application, the POD shall determine whether the application complies with all submittal requirements and all standards for review. As a condition of processing the application, the applicant shall allow fire, Florida Building Code, certificate of inspection and property maintenance inspections of the property prior to and upon completion of the work:

   a. Administrative approval. If the request is for reinstatement of one abandoned residential units and the POD determines that the application complies with all submittal requirements and standards for review, the POD may administratively approve the application with or without conditions and without notice. The POD's final decision shall be in writing and shall state the reasons for such approval.

   b. Streamline approval. If the request is for reinstatement of two or three abandoned residential units with one variance and the POD determines that the application complies with all submittal requirements and standards for review, the POD may streamline approve such application with or without conditions. The POD shall provide written and posted notice prior to making a final decision. The POD's final decision shall be in writing and shall state the reasons for such approval.

   c. Appeals. A decision of the POD to approve, approve with conditions or deny a reinstatement may be appealed to the commission designated in the Decisions and Appeals Table, whose decision shall be deemed the final decision of the City.

2. Commission review and decision.

   a. Public hearing. If the request is for reinstatement of four or more abandoned residential units with more than one variance, or for reinstatement of an abandoned commercial use, or if the POD determines that the application requires review by the commission designated in the Decisions and Appeals Table because of new or unusual circumstances or that the application does not comply with all submittal requirements and standards for review, the POD shall send a report and recommendation to the commission designated in the Decisions and Appeals Table,
with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied and the grounds for such recommendation.

b. **Commission decision.** Upon receipt of the recommendation from the POD, the Commission shall conduct a public hearing on the application and shall approve, approve with conditions or deny the requested reinstatement. After considering the application and evidence, the Commission may defer action for no more than 60 days in order to obtain additional information.

**E. Standards for review.** In addition to the standards of review for a zoning and planning decision generally, a decision rendered under this section shall be guided by the following factors:

1. The degree to which the property’s proposed use and density is consistent with the City’s Comprehensive Plan and the character of the density, lot sizes and building types within the surrounding blocks;

2. The degree to which the property is currently or was at the time of construction in compliance with the use and density and intensity regulations of this chapter or then applicable zoning codes and Land Development Regulations;

3. The degree to which the property is and has been in compliance with other City codes;

4. The degree to which the property currently has or can provide adequate provisions for parking for the proposed number of units in accordance with the City’s current codes and ordinances;

5. The degree to which the property has an adverse impact on the neighborhood as a result of the use or number of residential units on the site in excess of that allowed under the current zoning designation, lack of needed on-site parking, substandard maintenance, or other similar factors related to the property;

6. A structure containing previously grandfathered boarding or rooming units in a zoning district where such units are prohibited shall be converted to dwelling units. The conversion to dwelling units shall be based on the minimum gross floor area size requirements for one or more bedroom dwelling units as set forth in the Florida Building Code in these standards of review;

7. The number of residential units reinstated shall be reasonably related to and accommodated by the size and design of the building so that floor plans are appropriate based on the required size for multiple-family dwellings as defined in this chapter. No unit with a floor area of less than 375 square feet may be reinstated, and no variance from this minimum requirement shall be granted except as provided for efficiency/studio units below. Except for efficiency/studio units, each residential unit shall have at least one bathroom, one bedroom, a kitchen and living room. Every room in an apartment shall have at least one window to ensure light and ventilation; however, bathrooms, kitchens and dining rooms need not have windows. At least one entrance from the exterior should be through the living room. Entrances from the exterior shall not be through bathrooms or bedrooms. Bathrooms shall not be the only entryway to any room;

8. The minimum size per unit shall be as follows:
   a. Efficiency/studio unit: 375 square feet;
   b. One bedroom unit: 500 square feet;
   c. Two bedroom unit: 750 square feet;
   d. For a dwelling unit having more than two bedrooms, an additional 200 square feet of dwelling area is required for each additional bedroom;

9. A dwelling unit having not less than 220 square feet and not more than 375 square feet may be reinstated if the site provides at least the minimum number of off-street parking spaces for the number of units to be reinstated. No variance from this minimum size requirement or this minimum parking requirement may be granted;
Reinstatement of units or a use shall not exceed the previously existing legally grandfathered number of units or intensity of use; for a property with up to two dwelling units, three parking spaces shall be provided for up to five bedrooms plus 0.5 parking spaces for each additional bedroom. For a property with more than two dwelling units, the property shall meet the parking requirements for multifamily dwellings of the zoning district.

SECTION 31. Section 16.70.040.1.15 of the St. Petersburg City Code is hereby amended to read as follows:

16.70.040.1.15. - Redevelopment of grandfathered uses.
A. Applicability. The commission designated in the Decisions and Appeals Table is authorized to approve redevelopment plans for the reconstruction of grandfathered uses which are destroyed or demolished and on property which was occupied by a grandfathered use.

B. Application. An application for redevelopment of a grandfathered use shall include the following information in addition to the information that the POD may generally require for a planning and zoning decision application:

1. A site plan of the subject property.
2. The number of copies required shall be established by the POD.
   a. All site plans shall include information required by the POD.
      (1) Floor plans shall include the dimensions and floor area in square feet of all rooms and units.
      (2) In case of doubt, the POD may require a surveyor's certificate on location of the proposed structure relative to the lot lines involved.
   b. If the proposed redevelopment requests modification of the minimum number of parking or parking layout, the site plan shall include required parking information.
   c. If the proposed redevelopment requests modification of the existing landscaping or installation of new landscaping, the site plan shall include required landscaping information.
3. Elevations depicting architectural details and materials for all sides of each structure.
4. A financing plan which shall include cost estimates for renovations or construction, proposed methods or evidence of financing and a timetable for start and completion of the work.

C. Conditions and requirements.
1. Requirements. The POD shall not accept an application which does not meet the following requirements:
   a. If the grandfathered use has been abandoned, an application to reinstate the use shall be submitted with the application to approve the redevelopment plan;
   b. A redevelopment plan for a structure which had been destroyed (excluding voluntary demolition) shall be filed not more than one year from the event that caused the destruction of the structure (e.g., the date of the fire, hurricane, etc.);
   c. In cases involving voluntary demolition of a grandfathered use, a redevelopment plan shall be approved prior to the demolition. If a redevelopment plan is not approved prior to demolition, new development shall conform to the regulations for the district in which the property is located, except when the demolition involves a mobile home park and conversion to another residential use; in that situation, the redevelopment plan shall be submitted within one year of the effective date of the zoning allowing the new residential use. The term "voluntary demolition" means any demolition which is not necessary because of damage to a structure as
the result of an unforeseen event (fire, hurricane, etc.) and shall include structures subject to City-initiated demolition cases;

d. Only property that has a grandfathered use shall be the subject of an application for a redevelopment plan. No property which does not have a grandfathered use may be included in an application for a redevelopment plan;

e. Applications for redevelopment plans shall not propose to place structures on vacated public right-of-way;

f. Application for a redevelopment plan for residential use on more than one lot shall be accepted only if:

(1) The lots are contiguous;

(2) Each lot contained grandfathered residential units;

(3) The number of residential units proposed for each lot will not exceed the number of grandfathered residential units for each lot.

2. Residential uses. Applications for residential uses shall include proposed redevelopment plans which shall comply with the following requirements:

a. All new structures shall meet the minimum gross floor area size requirements in the standards of review for reinstatement of abandoned uses for each dwelling unit;

b. Landscaping shall comply with the requirements of the landscaping section;

c. New structures shall comply with all codes relating to fire building construction standards and property maintenance;

d. New structures and additions shall comply with the design and dimensional requirements of the zoning district in which the property is located.

3. Nonresidential uses. Applications for nonresidential uses shall include proposed redevelopment plans which shall comply with the following requirements:

a. The number of on-site parking spaces required shall be based on the grandfathered use and shall be increased to meet the requirement for the additional square footage of any expansion or new construction;

b. Landscaping shall comply with the landscaping requirements of the landscaping section;

c. New structures shall comply with all City codes relating to fire building construction standards and property maintenance;

d. New structures and additions shall comply with the design and dimensional requirements of the zoning district in which the property is located.

D. Procedure.

1. Administrative approval. If the request is for redevelopment of one accessory residential unit without variances and the POD determines that the application complies with all submittal requirements and standards for review, the POD may administratively approve such application with or without conditions. The POD's final decision shall be in writing and shall state the reasons for such approval.

2. Staff review and recommendation. If the request is for redevelopment of more than one accessory residential unit or the request includes variances, after the POD has reviewed the application, the POD shall send a report to the commission designated in the Decisions and Appeals Table, with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied and the ground for such recommendation.
2. **Commission review.** Upon receipt of the recommendation from the POD, the Commission shall conduct a public hearing on the application and shall approve, approve with conditions or deny the requested redevelopment plan. After considering the application and evidence, the Commission may defer action for no more than 60 days in order to obtain additional information.

E. **Standards for review.** In addition to the standards of review for a zoning and planning decision generally, a decision rendered under this section shall be guided by the following factors:

1. **Criteria.** Redevelopment plans shall be reviewed for compliance with the criteria set forth in the following chart:

<table>
<thead>
<tr>
<th>Redevelopment Plan</th>
<th>Project less than a City block</th>
<th>Project equal to or greater than a City block</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building type (e.g., single-family homes with garage apartments, duplexes, multifamily uses, etc.)</td>
<td>Structures shall be required to match the predominant building type, setbacks and scale in the block face across the street or abutting residential uses.</td>
<td>Structures on the perimeter of the project shall be required to match the predominant building type, setbacks and scale in the block face across the street or abutting residential uses. Structures on the interior of the project shall comply with the requirements of the zoning district.</td>
</tr>
<tr>
<td>Building setbacks (including both perimeter and interior setbacks)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building scale (e.g., one-story or two-story principal structures)</td>
<td>Structures shall be required to match the predominant building type, setbacks and scale in the block face across the street or abutting residential uses. If alley access exists on the proposed site, garages and parking areas shall be designed for alley use.</td>
<td>Structures on the perimeter of the project shall be required to match the predominant development pattern in the block face across the street or abutting residential uses. If alley access exists on the proposed site, garages and parking areas shall be designed for alley use. Structures on the interior of the project shall comply with requirements of the zoning district.</td>
</tr>
<tr>
<td>Site development and orientation (e.g., location of buildings, front entries, driveways, parking and utility functions)</td>
<td></td>
<td></td>
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<tr>
<td><strong>Additional criterion for all projects</strong></td>
<td>Building mass shall be regulated by building setbacks and floor area ratio (FAR). The maximum FAR shall be the existing FAR of the property prior to redevelopment or 0.50 FAR, whichever is greater or the FAR plus bonuses allowed in the zoning district. Bonuses to this FAR are listed below. FAR shall include all enclosed space, including garage and storage space, except that open porches (not screened) and the first 300 sq. ft. of garage space shall be excluded from the existing FAR for each unit.</td>
<td>Residential structures for:</td>
</tr>
<tr>
<td>Building height</td>
<td>(1) A project less than a platted block, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(2) On the perimeter of a project equal to or greater than a platted block shall comply with the following building height and roof design requirements of the zoning district:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. The maximum height shall not exceed 24 ft. to the eave line and 36 ft. to the peak of the roof for principal structures;</td>
<td></td>
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</tbody>
</table>
2. The maximum height shall not exceed 20 ft. to the eave line and 32 ft. to the peak of the roof for secondary or accessory structures;

3. The maximum slope of any roof angle shall not exceed 12/12;

4. Dormers shall not occupy more than 50 percent of any roof surface; structures on the interior of a residential project equal to or greater than a platted block, and commercial structures shall comply with requirements of the zoning district.

<table>
<thead>
<tr>
<th>Development across multiple lots (for redevelopment containing more than two lots and having structures constructed across platted lot lines, the original lot lines shall be respected through building articulation)</th>
<th>Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Structures should be separated by zoning district setbacks; however, if the structures are not separated by zoning district setbacks, there shall be a break in the building and roof planes at each original lot line, equal to or greater than the combined side yard setbacks that would be required for each lot;</td>
<td>1. Both the width and depth of the break shall be equal to or greater than the dimension of the combined side yard setbacks.</td>
</tr>
</tbody>
</table>

| Single corner lots | Structures on single corner lots shall be oriented so that the front entrance of the structure faces the legal front yard. |

<table>
<thead>
<tr>
<th>Traditional grid roadway network</th>
<th>Traditional grid roadway network</th>
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<tbody>
<tr>
<td>For projects equal to or greater than a platted block, extensions of the traditional grid roadway network which:</td>
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<tr>
<td>(1) Abut the perimeter of the project area; or</td>
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<td>(2) Would logically be extended through the project area are required. Compliance with applicable subdivision and public improvement regulations is required.</td>
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</table>

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<tr>
<th>Non-traditional roadway network</th>
<th>Non-traditional roadway network</th>
</tr>
</thead>
<tbody>
<tr>
<td>For projects equal to or greater than a platted block, roadway and pedestrian networks shall meet the following requirements:</td>
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</tr>
<tr>
<td>1. There shall be at least two points of entry into the project;</td>
<td>1. There shall be at least two points of entry into the project;</td>
</tr>
<tr>
<td>2. Sidewalk connections shall be made to surrounding streets, homes and businesses;</td>
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</tr>
<tr>
<td>3. Streets shall be stubbed to property lines to allow for roadway extensions into abutting properties which may be developed or anticipated to be redeveloped in the future.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Density and intensity</th>
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<tbody>
<tr>
<td>Redevelopment projects shall not exceed the legally grandfathered number of units or intensity of use (e.g., if the use is office it cannot change to a more intensive grandfathered use such as retail). For mobile home park redevelopment, the maximum number of dwelling units shall be equal to the number of legal mobile home unit spaces (lots) within the park prior to redevelopment, or 140 percent of the maximum density of the future land use designation assigned to the property, whichever is less. No variance from this requirement shall be approved.</td>
<td>Redevelopment projects shall not exceed the legally grandfathered number of units or intensity of use (e.g., if the use is office it cannot change to a more intensive grandfathered use such as retail). For mobile home park redevelopment, the maximum number of dwelling units shall be equal to the number of legal mobile home unit spaces (lots) within the park prior to redevelopment, or 140 percent of the maximum density of the future land use designation assigned to the property, whichever is less. No variance from this requirement shall be approved.</td>
</tr>
</tbody>
</table>

2. **Perimeter.** Perimeter requirements shall not apply on portions of the property that abut or across the street from a nonresidential use or a water body greater than 150 feet wide.

3. **Floor area ratio bonus.** FAR bonuses shall only be allowed for originally platted lots which have not been joined together. Structures on joined or combined lots (two or more originally platted lots)
shall not be allowed FAR bonus and shall be developed following the development across multiple lots criteria indicated in the chart above.

a. An FAR bonus of 0.10 shall be granted when structures are located in a traditional neighborhood context and designed in a traditional building style as defined by the City's neighborhood design review manual or the Land Development Regulations. To qualify for this FAR bonus, the structure shall use the correct proportions, fenestration patterns, details, and materials. Structures that use finishes common to an identified style without proper design, detailing, and fenestration shall not qualify for this FAR bonus.

b. An FAR bonus of 0.05 shall be granted when structures are finished with decorative wall finishes typical of traditional development. This includes clapboard or single products of real wood, "Hardi-Plank" or the equivalent, rough textured or exposed aggregate stucco, tile, brick or stone. Vinyl or aluminum siding and smooth or knock-down stucco shall not qualify for this bonus.

c. An FAR bonus of 0.10 shall be granted when structures contain a front porch for each unit. Each porch shall measure a minimum area of 60 square feet and have a minimum functional depth of six feet.

SECTION 32. The definitions of ‘Impervious surface’ and ‘Domestic equipment’ in Section 16.90.020.3 of the St. Petersburg City Code are hereby amended to read as follows:

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is resistent to or prevents infiltration by stormwater. It includes, but is not limited to, roofed areas, pools, and surfaces such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, pavers, and other similar surfaces. For purposes of calculating the ISR, 50 percent of the surface area of decks shall be included as impervious surface.

Domestic equipment means, in connection with allowable parking on a residential lot or on a street in a residential district, accessory equipment not designed, used or intended to be used for commercial purposes. "Domestic equipment" is limited to the following types of equipment: all portable structures built or designed to be carried on a chassis and operated or transported whether or not self-propelled, including, but not limited to motor homes, mobile homes, campers, travel trailers, recreational vehicles, tent trailers, pop-out campers, pick-up campers, houseboats, boats, boat trailers, barbeque grills (or any other kind of grill) on trailers, and utility trailers. The term "domestic equipment" does not include self-propelled vehicles designed and licensed for use on the public roadways of 20 feet or less in overall length and seven feet or less in overall height.

SECTION 33. The definition of ‘Stoop’ in Section 16.90.020.3 of the St. Petersburg City Code is hereby amended by adding a graphic, to read as follows:

Stoop means the elevated landing and stairs, leading to the main entrance of a house. The stoop shall correspond directly to the building entry.
SECTION 34. Section 16.90.020.3 of the St. Petersburg City Code is hereby amended by adding a new definition for ‘Cooking facilities,’ ‘Roof line’ and ‘Unified plan of development,’ in the appropriate alphabetical order, to read as follows:

_Cooking facility_ means a kitchen or other designed food preparation area in a structure that is equipped with a range/oven. An area may be presumed to be intended for use as a cooking facility if it includes a refrigerator or sink and has a 220 volt electrical outlet or natural gas hookup which is not being actively used for water heaters or clothes dryers.

_Roof line_ means, for the purpose of height measurement, on a sloped roof the lowest point or edge of the roof at its farthest point from a side wall measured perpendicular to the wall, or on a flat roof, the highest point of the roofing materials.

_Unified plan of development_ shall have the same meaning as set forth in F.S. 380.0651(4).

SECTION 35. The Site layout and orientation subsection of Section 16.20.120.8 of the St. Petersburg City Code is hereby amended to read as follows:

_Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian._

1. Buildings shall be constructed to the right-of-way line or create outdoor areas that integrate into the public sidewalk utilizing sound urban design.
2. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not alleys).
3. No curb cuts shall be allowed on Central Avenue, Beach Drive or 2nd Avenue North east of Fifth Street.
4. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.
5. For any lot, public improvements (e.g. sidewalks, right of way, etc.) shall be provided to service the lot in accordance with the subdivision section.
SECTiON 36. Section 16.40.100.5 of the St. Petersburg City Code is hereby amended to read as follows:

16.40.100.5. - Domestic equipment parked, placed, or stored on neighborhood zoned property.

A. No person shall park, allow to be parked, place, allow to be placed, store, or allow to be stored more than two pieces of domestic equipment on neighborhood zoned property outside a legally constructed fully enclosed structure. Any domestic equipment parked, placed, or stored on neighborhood zoned property outside a fully enclosed structure shall not exceed 35 feet in overall length, shall not exceed eight feet in width and shall not exceed 12 feet in overall height. Whenever a piece of domestic equipment is parked, placed or stored on a trailer specifically designed to transport or carry the domestic equipment, this condition shall be counted as one piece of domestic equipment for purposes of this subsection.

B. Domestic equipment may be parked, placed or stored inside any legally constructed fully enclosed structure which meets the regulatory requirements of the zoning district.

C. A person may park, place or store up to two pieces of domestic equipment outside a fully enclosed structure provided all of the following conditions are met:

1. The equipment is parked, placed or stored in the rear yard, in the interior side yard, or in the allowable buildable area for a principal or accessory structure; however, it shall not be parked, placed or stored in the front yard, in the street side yard, or in the buildable area to the front of the principal structure.

2. When parked, placed or stored within any buildable area between the street side yard and the side of the principal structure, or within 50 feet of any street right-of-way, measured from the edge of the traveled road bed, equipment must be shielded from view from the street right-of-way by a solid six-foot high fence. Any portion of the required six-foot high shielding may also be accomplished with maintained vegetation forming a solid hedge. Any gate used to comply with this shielding requirement must also be solid, six feet high, and be kept closed whenever the equipment is not being moved through the gate. When any shielding is required, it must be located on the property where the equipment is stored, and the location, height and construction of the shielding must comply with all applicable ordinances and laws.

3. When parked, placed or stored adjacent to an alley, the equipment must not impede the visibility for vehicles entering the alley from adjacent driveways.

4. No equipment shall be in a waterfront yard except one boat is allowed to be placed or stored within any waterfront yard only when provisions exist to place the boat directly in the water from its location or storage place.

5. Equipment cannot obstruct any door, window or other opening of a dwelling which provides light, air, entrance to or exit from a dwelling.

6. Equipment must be in sound condition, good repair and free of deterioration or damage.

D. Limited exceptions: On the following days and times, domestic equipment may be temporarily parked or placed to the front of the principal structure or outside of any required shielding on private property, provided the equipment does not impede visibility for motorists and does not block any portion of the public sidewalk or roadway:

1. From Monday 8:00 a.m. through Thursday 4:00 p.m. for no more than four consecutive hours, and

2. From Thursday, 4:00 p.m. until Monday 8:00 a.m.

E. Each item of domestic equipment observed in violation of this section is a separate violation subject to a separate fine and each day that the observed violation continues to exist is a separate violation subject to a separate fine.

F. If any piece of domestic equipment is fitted with liquefied petroleum gas or other volatile liquid containers, such containers shall meet all local, state, and federal standards. In the event that
leakage is detected from such container, immediate corrective action must be taken by the property owner or equipment owner to make proper and safe repairs.

SECTION 37. Section 16.40.090.3.4.B.7.a of the St. Petersburg City Code is hereby amended to read as follows:

a. Permanent surface. Except as otherwise permitted in this section, all parking spaces, drive lanes and driveways shall be paved with asphalt or concrete material, brick or decorative pavers. The surface must be maintained in good condition and repair with no cracks or voids larger than one inch.

SECTION 38. The St. Petersburg City Code is hereby amended by adding a new Section 16.40.090.3.4.B.15 to read as follows:

15. Failure to construct and continuously maintain aprons, driveways and approved parking areas in compliance with all location, dimensional and materials requirements of the code is a violation of the Code. Regardless of whether the surface materials were installed before or after the effective date of this section, failure to comply with any of the design or maintenance requirements regarding aprons, driveways and parking areas is a violation of the Code.

SECTION 39. Section 16.01.040. of the St. Petersburg City Code is hereby amended to read as follows:

16.01.040. - Applicability.

This chapter applies to all development in the City. No development shall be undertaken except as authorized by this chapter. No structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any structure or land be used or occupied which does not comply with all the regulations established by this chapter for the district in which the building or land is located. When a violation of this Chapter exists on any property, no development permits shall be issued for such property, except permits which are necessary to correct the violation or for necessary maintenance, until the violation is corrected.

SECTION 40. The St. Petersburg City Code is hereby amended by adding a new section, Section 16.60.010.7.5, to read as follows:

7.5. For those lots that share characteristics of multiple lot types, the POD shall determine the lot type.

SECTION 41. The introductory paragraph in Sections 16.20.030.11, 16.20.050.8, 16.20.060.7, 16.20.070.7, 16.20.080.7, 16.20.090.7, 16.20.100.7, 16.20.110.6, 16.20.130.8, 16.20.130.7 of the St. Petersburg City Code relating to 'Building Design' are hereby amended to remove the last sentence of that paragraph, which currently reads 'For a more complete introduction, see section 16.10.010.'

SECTION 42. The first graphic in Section 2 amending Section 16.20.010.6 relating to roof and roofline measurements is replaced, the three new graphics in Section 5 amending Section 16.20.010.11 relating to Porches and Pedestrian Connections and Building Style are added, the new graphic in Section 8 amending Section 16.20.020.11 relating to Building Styles is added, the graphic in Section 14 amending Section 16.40.090.3.3.6.d relating to accessory parking pads is replaced, the graphic in Section 26 amending Section 16.60.010.9.B is replaced and the graphic in Section 33 relating to Stoops is added, with those graphics to read as shown in those sections. All other graphics remain unchanged by this ordinance.

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SECTION 43. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 44. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 45. 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)
APPLICATION: LDR 2017-01
Residential LDR Update

APPLICANT: City of St. Petersburg
275 5th Street North
St. Petersburg, Florida 33701

REQUEST: The City of St. Petersburg requests that the Development Review Commission ("DRC") review and recommend approval of the attached proposed amendments to the City Code of Ordinances, Chapter 16, Land Development Regulations (LDRs), confirming consistency with the City of St. Petersburg's Comprehensive Plan ("Comprehensive Plan").

AUTHORITY: Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.

EVALUATION:

Recommendation

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

Background

In October 2006 and August 2007, the City Council adopted several significant ordinances related directly to the implementation of the St. Petersburg Vision 2020 Plan and the new Land Development Regulations (LDRs). The adopted ordinances included text amendments to the City's Comprehensive Plan, including a new Vision Element, amendments to the Future Land Use Map (FLUM), the rezoning of the entire City and establishment of new land development regulations.

By 2015, the City started experiencing an accelerated rate of redevelopment in our residential neighborhoods. From 2007 through 2016, a total of 932 permits were issued for new single-family homes. In the fall of 2015, staff recognized that with this increase in new homes, there was a need...
to review the neighborhood residential land development regulations and evaluate the 2007 code changes to determine if the resulting built environment reflected the goals and visions established by our plans and recommend modifications to the code to improve clarity and consistency. The effort included a review for amendments that support and further our current design priorities.

**Public Participation**

A Public Participation Report published in January along with a Public Participation Report Addendum are attached which outline the public outreach, community workshops, presentations and meetings that were held regarding the proposed changes. Summaries of the community workshops are included, along with all documents submitted to staff throughout the process.

**Proposal**

The Planning and Economic Development Department, working with the City Attorney’s office, has prepared the attached proposal to amend the Land Development Regulations (LDRs). The proposal includes approximately 85 items for consideration, generally classified into one (1) of three (3) categories:

- **Substantive (Regulatory) Changes** means amendments resulting from new issues that were not originally contemplated or whose need has emerged from staff’s experience in administering the city code. This amendment package includes forty (40) substantive (regulatory) changes;

- **Clarifications** means the ongoing effort to provide the clearest language in the city code for benefit of staff and customers using the regulations. This amendment package includes thirty-six (37) clarification changes;

- **Consistency Improvements** means to maintain consistency with changes in federal, state and local law or to remove internal inconsistencies within the City Code. This amendment package includes eight (8) consistency reviews;

For the benefit of City staff, residents, and customers interpreting and using the City’s land development regulations, the proposed amendments are part of the department’s ongoing effort to provide the clearest language possible. Most of these amendments involve aspects of the LDRs that are applied in the Neighborhood Suburban or Neighborhood Traditional zoning districts. The attachments to this report includes the full list of items proposed for amendment.

**Compliance with the Comprehensive Plan**

The following objectives and policies from the City’s Comprehensive Plan are applicable to the attached proposed amendments:

**Objective V1:** When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable.

**Policy V1.1:** Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.
Objective LU7: The City will continue to revise and amend the land development regulations, as necessary, to ensure compliance with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. The City will amend its land development regulations consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy LU7.1: Pursuant to the requirements of Chapter 163.3202 F.S. and Chapter 9J-24 F.A.C., the land development regulations will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

Objective LU20: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU20.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, and special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

Housing Affordability Impact Statement

The proposed amendments will have positive impact on housing affordability, availability or accessibility. This application includes numerous modifications to the residential land development regulations which will support new infill development including the reduction of the lot area minimum size in the NT-1 zoning district, provision to allow administrative approval for development of non-conforming lots, and the changes to the fenestration and transparency requirements in the NT districts. Additional details are included in the following attachments.

Adoption Schedule

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

- July 13, 2017: First Reading
- July 20, 2017: Second Reading and Adoption Public Hearing

Exhibits and Attachments

1. Table of Proposed Amendments (dated June 1, 2017)
2. Proposed Ordinance
City of St. Petersburg
Housing Affordability Impact Statement

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

I. Initiating Department: Planning & Economic Development

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

The Planning and Economic Development Department, working with the City Attorney’s office, has prepared the attached proposal to amend the LDRs. The proposal includes 85 items for consideration, classified into one (1) of three (3) categories:

- Substantive (Regulatory) Changes mean amendments resulting from new issues that were not originally contemplated or whose need has emerged from staff’s experience in administering the city code. This amendment package includes forty (40) regulatory changes;

- Clarifications means the ongoing effort to provide clear and intuitive code language for the benefit of staff and customers using the regulations. These are not policy or regulatory changes; they are simply a clarification or rewrite of existing language. This amendment package includes thirty-seven (37) clarifications;

- Consistency Improvements means to maintain consistency with changes in federal, state and local law or to remove internal inconsistencies within the City Code. This amendment package includes eight (8) consistency improvements.

The proposed amendments will generally have positive impact on housing affordability, availability or accessibility. This application includes numerous modifications to the residential land development regulations which will support new infill development including the reduction of the lot area minimum size in the NT-1 zoning district, provision to allow administrative approval for development of non-conforming lots, and the changes to the fenestration and transparency requirements in the NT districts. The recommended inclusion of a residential FAR limit may increase cost of larger homes, as design bonuses will be required for those exceeding the recommended 0.50 FAR limit. Based on data from homes built in 2015 and 2016, this would affect homes exceeding 3,400 square feet in living area, or 4,000 square feet including garage/storage space.
III. **Impact Analysis:**

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

No ___ X ___ (No further explanation required)

Yes ___ Explanation:

If yes, the **per unit cost increase** associated with this proposed policy change is estimated to be $__________________.

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

No ___ X ___ (No Further explanation required)

Yes ___ Explanation:

IV. **Certification**

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

CHECK ONE:

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

Department Director (signature)  
6-26-17 Date

OR

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

Department Director (signature)  
Date

Copies to: Chan Srinivasa, City Clerk
Joshua A. Johnson, Director of Housing & Community Development
Background:
In October 2006 and August 2007, the City Council adopted several significant ordinances related directly to the implementation of the St. Petersburg Vision 2020 Plan and the new Land Development Regulations (LDRs). The adopted ordinances included text amendments to the City’s Comprehensive Plan, including a new Vision Element, amendments to the Future Land Use Map (FLUM), the rezoning of the entire City and establishment of new land development regulations.

By 2015, the City started experiencing an accelerated rate of redevelopment in our residential neighborhoods. From 2007 through 2016, a total of 932 permits were issued for new single-family homes. The average size of the homes was 2,569 sq ft, and the median (mid-point) size 3,112 sq ft.

<table>
<thead>
<tr>
<th>Year</th>
<th># Permits</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>58</td>
<td>129%</td>
</tr>
<tr>
<td>2009</td>
<td>29</td>
<td>50%</td>
</tr>
<tr>
<td>2010</td>
<td>44</td>
<td>152%</td>
</tr>
<tr>
<td>2011</td>
<td>79</td>
<td>180%</td>
</tr>
<tr>
<td>2012</td>
<td>72</td>
<td>91%</td>
</tr>
<tr>
<td>2013</td>
<td>109</td>
<td>151%</td>
</tr>
<tr>
<td>2014</td>
<td>139</td>
<td>128%</td>
</tr>
<tr>
<td>2015</td>
<td>166</td>
<td>127%</td>
</tr>
<tr>
<td>2016</td>
<td>191</td>
<td>98%</td>
</tr>
<tr>
<td>Total</td>
<td>932</td>
<td></td>
</tr>
<tr>
<td>Difference 2007-2016</td>
<td>146</td>
<td>424%</td>
</tr>
</tbody>
</table>

In the fall of 2015, staff recognized that with this increase in new homes, there was a need to review the neighborhood residential land development regulations and evaluate the 2007 code changes to determine if the resulting built environment reflected the goals and visions established by our plans and recommend modifications to the code to improve clarity and consistency. The effort included a review for amendments that support and further our current design priorities.
Public Outreach Program:
Staff recognized the need for an extensive public outreach program; the purpose of this report is to summarize the program and provide the feedback received. The program included the following elements:

1. Create a list of stakeholders and City staff
2. Establish a webpage format for posting information
3. Schedule public workshops on individual topics
4. Research identified topics
5. Host workshops
6. Meet with interested parties and receive feedback

Stakeholder Identification:
City staff included representatives from the following teams: Development Review Services, Urban Planning & Historic Preservation, Codes Compliance, Construction Services & Permitting, City attorneys, Sustainability Coordinator, and Community Services. The Development Review Services Division served as team lead for this effort.

The following efforts were employed to create a stakeholder list of interested participants. An invitation was prepared; see Attachment 1. The invitation was posted to the Development Review Services webpage and posted at the Zoning Counter. Staff polled frequent customers including homeowners, architects, designers, attorneys, builders, developers and contractors for interest, created an email list of potential stakeholders, and then sent the invitation on February 18, 2016, to these people along with the following groups:

- Neighborhood Associations & CONA
- Central Avenue Council
- St. Petersburg Area Chamber of Commerce
- St. Petersburg Downtown Partnership
- Pinellas Realtors Association
- Development Review Commission
- Community Planning and Preservation Commission
- Building Official’s contractor email list
- Southside CRA Community Advisory Committee

Agendas and meeting summaries were posted to the Development Review Services webpage.
Community Workshops:
Staff scheduled and held five public workshops to get feedback from a variety of stakeholders from March 2016 to October 2016. Each meeting addressed specific topics identified by our team for discussion and potential changes; see meeting summary table below.

Table 2: Workshops

<table>
<thead>
<tr>
<th>Topic</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheds, Carports, Fencing</td>
<td>03/08/16</td>
</tr>
<tr>
<td>Neighborhood Suburban Design Standards</td>
<td>05/10/16</td>
</tr>
<tr>
<td>Domestic Equipment parking</td>
<td></td>
</tr>
<tr>
<td>Water Yard fencing, landscaping and equipment screening</td>
<td></td>
</tr>
<tr>
<td>Accessory Dwelling Unit &amp; Accessory Living Space</td>
<td>06/21/16</td>
</tr>
<tr>
<td>Reinstatement of Grandfathered Uses (Residential)</td>
<td></td>
</tr>
<tr>
<td>Residential Redevelopment Plans</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Traditional Design Standards</td>
<td>08/23/16</td>
</tr>
<tr>
<td>Carport Design Standards</td>
<td></td>
</tr>
<tr>
<td>Fence Materials in Residential Zoning Districts</td>
<td></td>
</tr>
<tr>
<td>Summary and Overview</td>
<td>10/25/16</td>
</tr>
</tbody>
</table>

Staff presented their research on each of the topics, answered questions, and received feedback. Attendees included residents, builders, designers and engineers from neighborhoods throughout the City. Participation ranged from 21 to 49 people, for a total of 154 at the five meetings. Summaries of these workshops are attached to this report. Staff received emails and submittals from stakeholders throughout the process. Materials received are attached to this report.

Additional Meetings with Stakeholders
A number of stakeholders requested one-on-one meetings with staff, and the following meetings were held in addition to the workshops:

- September 22, 2016 - Old Northeast, Historic Kenwood
- October 3, 2016 - Old Northeast, Historic Kenwood
- November 15th – Old Northeast, Historic Kenwood
- November 17th – Habitat for Humanity

CRA Citizen Advisory Committee - December 6, 2016 and January 10th, 2017 meetings:

At the October 27th meeting of the Housing Services Committee, CM Nurse requested a discussion with staff on the design requirements in the CRA and the potential of reducing certain requirements due to the additional costs associated with meeting those requirements. Habitat for Humanity provided staff with a cost breakdown to itemize the additional costs for compliance with the design requirements. Staff met with representatives from Habitat for Humanity on November 17, 2017, for further discussions on
the design requirements in code, potential changes, and how to minimize costs in meeting the current standards.

Staff was instructed to bring this issue to the Citizen Advisory Committee for further discussion and input. We were looking for feedback on whether or not there is interest in creating different standards within the CRA boundary to incentivize redevelopment efforts.

**Specific requirements under discussion for modification:**

1. Reduction in the requirements for fenestration – in the Neighborhood Traditional districts, there is a minimum requirement for windows and architectural features to improve the appearance of the home and reduce long stretches of blank walls. Staff has worked with Habitat and a number of other builders to reduce the amount of windows, and thereby reduce costs. Habitat has estimated that these requirements add $1,500 to $2,500 per house.

2. Eliminate the requirement for 360-degree architecture – all sides of the homes need to be finished in a consistent way. For example, if the front of the home has a stucco finish, the sides and rear must also have the same finish.

3. Appearance of a raised entry – in the Neighborhood Traditional districts, code requires that the finished floor of the home be 16” above the existing grade, or have the appearance of being raised. Habitat has indicated that this adds $500.00.

4. Provision of a walkway from the front door to the street – in the Neighborhood Traditional districts, there is a requirement that a pedestrian walkway be provided to connect the front door to the sidewalk or the street where there is not sidewalk. Habitat has indicated that this costs approximately $400.00.

5. Front facing garage door - in the Neighborhood Traditional districts, if there is no alley and the garage must face the front, it is required to have an enhanced design with either windows in the door (estimated cost $300.00) or stucco banding.

A question was raised at the meeting regarding the number of variances issued within the CRA boundary. There have been a total of 30 variances in the CRA from 2007 to present. The majority of the variances were related to commercial development.

*Table 3: Summary of Variances within the CRA – 2007-Present*

<table>
<thead>
<tr>
<th>Year</th>
<th># Variances</th>
<th># Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>2008</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>2010</td>
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</tr>
<tr>
<td>2011</td>
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<td>2012</td>
<td>5</td>
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</tr>
<tr>
<td>2013</td>
<td>4</td>
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<tr>
<td>2014</td>
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<td>2</td>
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<tr>
<td>2015</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Total</td>
<td>33</td>
<td>16</td>
</tr>
</tbody>
</table>
January 10, 2017 Meeting

Staff was asked to come back again to the January meeting for further discussion and input. Staff provided an overview of the six items noted above, and details of which items were being addressed through citywide changes. The CAC asked staff to return again once definitive changes to the LDR’s were prepared.

Housing Services Subcommittee Meeting December 15, 2016
At the December 15th meeting of the Housing Services Committee, CM Nurse initiated discussions with staff on the following topics:

1. Infill multi-units within Traditional Neighborhoods — CM Nurse discussed the idea of allowing a variety of housing types including small apartment buildings, duplexes and townhouses in traditional neighborhoods.
2. Rezoning to allow multi-family housing — staff discussed efforts underway to analyze the major corridors.
3. Inclusionary Zoning — CM Nurse discussed the potential for adding affordable housing requirements.
4. Minimum Lot Size — due to the September 2015 changes related to substandard lots, development on undeveloped substandard lots in common ownership requires a variance, which results in a time delay and additional cost. Staff discussed the option of lowering the minimum lot size in the NT-1 zoning district, creating an administrative variance for lots meeting a defined minimum criteria to demonstrate consistency with the neighborhood pattern, creating a new zoning classification and rezoning certain neighborhoods to allow development on smaller lots.

Staff discussed the potential for creating separate design standards for the CRA.
Staff was directed to report back in two months.

Attachments:
Invitation
Workshop Summaries
Public Input
Attachment 1

Meeting Invitation
Email Invitation

You Are Invited: City of St. Petersburg 2016 Residential LDR Update

The City of St. Petersburg cordially invites you to join in the review of our Residential Land Development Regulations (LDRs). We will be holding a series of workshops over the next eight months to review the zoning requirements in our residential neighborhoods. This effort will include a review for potential changes to support and further our current design standards.

Each meeting will address specific topics identified by our team for discussion and potential changes, see the meeting schedule below. Neighborhood Suburban relates to our suburban neighborhoods with “NS” zoning, including Snell Isle, Shore Acres, Jungle Terrace, Coquina Key, Lakewood Estates, and Riviera Bay. Neighborhood Traditional relates to our traditional neighborhoods with “NT” zoning, including Old Southeast, Bartlett Park, Childs Park, Old Pasadena, Crescent Lake, Historic Old Northeast, Historic Uptown and Historic Kenwood. A complete list of our neighborhoods and their zoning classification(s) is attached for your convenience.

All workshops will be held at the Main Library located at 3745 9th Avenue North, from 6 PM to 8 PM. If you are interested in receiving email updates which will include detailed agendas for each meeting and meeting summaries following each meeting, please email us at DevRev@StPete.org

Information regarding this effort will be posted on our web page, www.StPete.Org/LDR

<table>
<thead>
<tr>
<th>Topic</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fences: Water lot gates; Measurement</td>
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</tr>
<tr>
<td>Accessory Structures: Sheds, Carports, RV parking</td>
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<tr>
<td>Neighborhood Suburban Design Standards – Meeting 1</td>
<td>04/12/16</td>
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<tr>
<td></td>
<td><strong>Tentative Dates</strong></td>
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<tr>
<td>Neighborhood Suburban Design Standards – Meeting 2</td>
<td>05/10/16</td>
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<tr>
<td>Redevelopment &amp; Reinstatement</td>
<td>05/21/16</td>
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<tr>
<td>Neighborhood Traditional Design Standards – Meeting 1</td>
<td>07/12/16</td>
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<tr>
<td>Neighborhood Traditional Design Standards – Meeting 2</td>
<td>08/23/16</td>
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<tr>
<td>Draft code revision review – Meeting 1 (NT)</td>
<td>09/27/16</td>
</tr>
<tr>
<td>Draft code revision review – Meeting 2 (NS)</td>
<td>10/25/16</td>
</tr>
</tbody>
</table>

Revised 02/18/16
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The City of St. Petersburg cordially invites you to join in the review of our Residential Land Development Regulations (LDRs). We will be holding a series of workshops over the next eight months to review the zoning requirements in our residential neighborhoods. This effort will include a review for potential changes to support and further our current design standards.

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All workshops will be held at the Main Library located at 3745 9th Avenue North, from 6 PM to 8 PM. If you are interested in receiving email updates which will include detailed agendas for each meeting and meeting summaries following each meeting, please email us at DevRev@StPete.org

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<td>Neighborhood Suburban Design Standards – Meeting 1</td>
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</tr>
<tr>
<td>Neighborhood Suburban Design Standards – Meeting 2</td>
<td>05/10/16</td>
</tr>
<tr>
<td>Redevelopment &amp; Reinstatement</td>
<td>06/21/16</td>
</tr>
<tr>
<td>Neighborhood Traditional Design Standards – Meeting 1</td>
<td>07/12/16</td>
</tr>
<tr>
<td>Neighborhood Traditional Design Standards – Meeting 2</td>
<td>08/23/16</td>
</tr>
<tr>
<td>Draft code revision review – Meeting 1 (NT)</td>
<td>09/27/16</td>
</tr>
<tr>
<td>Draft code revision review – Meeting 2 (NS)</td>
<td>10/25/16</td>
</tr>
</tbody>
</table>

Revised 02/18/16
Attachment 2

Workshop Summaries
1. Sheds/Accessory Storage Structures (20 minutes)

Issue Statement: Consistency: Sheds regulations are not clear and consistent. Regulated under three different sections of code, need modifications for consistency for placement and size.

Placement: Code was recently changed to allow sheds in the side yard with a 3-foot setback; Prior language allowed shed anywhere in the rear 20-feet of the lot. Unintended consequence is there is now a 3-foot side yard setback in the rear; applicants object to the additional side yard setback.

Design: Design standards require sheds over 200 s.f. to the match house, regardless of whether the shed is visible from the street; applicants frequently object to this requirement due to additional cost associated with compliance.

Feedback:

- Visibility to neighbors is important. Using the term “visibility” is too vague and we should not only be considering visibility from the street. The neighbors are the ones most affected by these structures.
- Design requirements for sheds greater than 200 s.f.
  - Overall, the sentiment seemed to be that design standards should stay in place for structures 200 s.f. and greater. One suggestion was also to not have design requirements if properly screened (fencing or landscape buffers).
- Sheds less than 100 s.f. not requiring permits
  - Dimensions should not be limited to 10 x 10. 8 x 12 sheds work better in NT districts and are still under 100 s.f.
  - Issues with title problems and maintenance if the shed is installed on a portion of the neighbor’s property, or not properly located 3 ft from the side property line. Keep the 3 ft setback from side property lines.
  - There was also a suggestion to require a setback off of the rear property line, to address possible issues with people unknowingly installing something on a neighboring property.
  - Possible footnote in Code to check for easements or utilities, not only setback requirements.
  - Roof overhang should be considered.
  - Anchoring considerations, take Building Code requirements into account.
2. Carports (20 minutes)

**Issue Statement:** Design standards require carports to match the house, regardless of whether the carport is visible from the street; applicants frequently object to this requirement due to additional cost associated with compliance.

**Feedback:**
- Look to Vision 2020 for guidance on this issue.
- Visibility to neighbors is important. Using the term “visible” is not a strong enough word and we should not only be considering visibility from the street.
- Instead of using terms like “visibility” and “visible from the street” or similar language, perhaps limit the distinction to whether it is front loading or alley loading. Potential relief for design requirements for carports off of an alley should be considered.
- Suggestion for different standards for NT-1 vs NT-2 and NT-3.
- Room for administrative discretion?
- Type of metal roof/quality should be considered. Not all metal roofs are alike.
- Porte cochere should be considered differently than carports. Design consistency is definitely important for a porte cochere.
- How to address the use of pergolas for carports – not consistent with the design of the home but still adds aesthetic value and can serve the same purpose.
- Timing/staging – we cannot approve accessory structures that are not consistent with the current design of the home, but many times people cannot afford to do everything at once and want to do it in stages, to eventually bring the house up to a different design style and improve it aesthetically overall. This issue applies to design standards for carports, sheds, accessory structures, and other things in general as well.

3. Fences: (30 minutes)

**Water Lot Gates:**

**Issue Statement:** Code does not specifically address gates on non-contiguous water lots, and there have been concerns expressed by citizens regarding percent opacity and regarding roof structures.

**Finished Side Design Requirement**

**Issue Statement:** Code requires finished side to be on the outside, facing neighbors and if there is an existing fence on the neighbor’s property, it is impractical to do so. Code requires neighbor’s signature, which cannot always be obtained.

**Feedback (Water Lot Gates):**
- Consistency – Many concerns were raised over consistency and appearance of waterlot gates, especially in historic areas. Coffee Pot was the major focus of discussion in relation to this and many were concerned with the value of the scenic view/drive being lost.
- Suggestion to offer specific limited options that would be approvable for waterlot gates.
- More regulation on materials that can be used.
- Height of the overall gate as well as height and width of the “wingwall” portion
- General feeling that waterlot gates, especially on the smaller contiguous lots, are starting to make the area look like a marina, or give the appearance of continual fencing along the water, because of the lack of space in between the small lots. Suggestion for limit on width of “wingwalls” and considerations for the distance between gates.
• Look at neighboring City's codes to see how it is handled in different jurisdictions.
• CPTED considerations – solid gates or gates that are hard to see through pose potential safety threats, a person could hide behind the gate. There was a suggestion to look into other options for security of the docks since the methods that are currently being used doesn’t actually prevent people from getting onto the dock anyway. Look into whether or not there have been security issues (PD).
• Suggestion to incorporate these requirements into the dock permitting process. When is compliance triggered?
• Roof structures – should they be allowed at all? They can block views. Perhaps prohibit in historic areas. Materials should be restricted.
• Look at Waterfront Master Plan for guidance as well.
• Notification of these structures being installed was an expressed concern.

Feedback (Finished Side Design Requirement)
• Keep the regulations as they are and enforce them. It’s a “good neighbor” policy.
• There are problems following this requirement at times when access to a neighbor’s property may be needed for installation. Neighbors won’t always let that happen and should people really have to go on their neighbor’s property to install their fence?
• Start requiring permits for fencing again, or some sort of review process. This needs to be further discussed with the Construction Services and Permitting Division.
• Enforcement issues – it’s too late to do anything about it as a neighbor after the fence has already been installed. Homeowners have to pay attorney’s fees and may never get it resolved. Permits should be required so that somebody is checking to make sure the fence is not installed on neighbor’s property and so that the City can enforce the regulations.

4. In addition to comments expressed at the workshop, 6 comment cards were received regarding the topics discussed, which are outlined below on page 4.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Session Attended</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workshop #1 Meeting 1</td>
<td></td>
<td>1) Proportions that = 400 sf seems OK, but maybe not too narrow to be not structurally sound or funny looking; 2) &quot;not visible&quot; is a matter of perspective and too subjective, and may change over time. &quot;From the ROW&quot; is not enough to protect the neighbor’s 2nd floor window or balcony; 3) is there any current data on non-cont. docks? 4) FEMA constr. stds?; 5) Regulate access like a walkway or driveway? Q: Is a masonry &quot;fence&quot; really a fence? Or a wall? Please review wall (fence) at sw corner of 13th Avenue Northeast at Bay Street (and is it really 2’ off the sidewalk?). To me, a fence is a visible, construction issue that affects the neighborhood. A permit seems a worthwhile process. Better yet, just make them get their neighbors to sign off on it. I’m always amazed at the lack of communication between neighbors - problem - not all neighbors live next door. And maybe call sunshine/CBYD, too.</td>
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<tr>
<td></td>
<td>Meeting 1</td>
<td>Good start to the process! Surveys should be absolute requirement for all construction, sheds, and fences!</td>
</tr>
<tr>
<td>Carports &amp; Fences Meeting 1</td>
<td></td>
<td>Carports - I support some more flexibility in design standards for carports such as requirements based on a cohesive look (eg. Similar colors) rather than specific materials. Maybe some minimum design standards could be developed based on neighborhood type to provide an alternative to having to have original structures designed / built, which may be cost prohibitive for some. I support a review process for both new and replacement fences to proactively address potential and/or existing fence issues.</td>
</tr>
<tr>
<td></td>
<td>Meeting 1</td>
<td>Sheds-Provide flexibility on design &amp; different shapes. Carports-allow design flexibility (recent sunshade installed next to my house that is nice but does not match house (matches only in color) especially if detached. Fences - water lot gates - should match house and be consistent especially on Coffee Pot and on the other neighborhoods on the east. Part of the waterfront masterplan - consistence along the stretch</td>
</tr>
<tr>
<td>Docks Meeting 1</td>
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<td>One recommendation for criteria on width of fencing outside a gate is no more than 0.5 or 0.75 the total width of the dock on either side. This is an objective criteria which maintains proportionality to the existing dock.</td>
</tr>
<tr>
<td>LDR Update Meeting 1</td>
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<td>Good job</td>
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## 2016 Residential LDR Update - Meeting Evaluations - Meeting 1

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<tr>
<th></th>
<th>Strongly Disagree</th>
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<td>The workshop was a valuable use of my time</td>
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<td>If you disagreed with the above question, was the meeting length</td>
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<td>I feel that my contributions to the discussions will be utilized by leadership</td>
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<tr>
<td>The format of the workshop was effective for achieving the shared objectives</td>
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<td>Presentation materials</td>
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### What did you like most about this workshop?

- Effective leadership/questioning by Liz and her staff; they seemed genuinely interested in what attendees had to say. Also staying on agenda, good use of time.
- Open discussion on pros and con of subject
- Dialog from attendees and staff interaction
- Everyone had a chance to speak.
- Information on changes that was not made available to homeowner
- City employees are endlessly patient. Thank you! Liz is awesome.
- Straight forward with plenty of input from participants

### What did you like least about this workshop?

- Trouble hearing people.
- N/A
- Over Regulation
<table>
<thead>
<tr>
<th>Other Comments?</th>
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<tbody>
<tr>
<td>Would like to see more structure regarding comments, i.e., encouraging people to help develop actionable changes rather than just commenting on things they don't like. &quot;How would you like to see this fixed?&quot; Encourage commentary to solution-oriented rather than open-ended.</td>
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<td>Next meeting you may want to start with a recital of the parts of Vision 20/20 that are applicable to the issues being reviewed. Sort of a &quot;How we got here&quot; for background</td>
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<tr>
<td>Carports to allow Sunbrella style w/o setback regulation, ie in front of garage. RV carport to be allowed or continued to be allowed in side yards, Remove need for fence permit, make it the way it was (no permit needed). This is over regulation</td>
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<tr>
<td>During GIS update regarding permit lookup, consider adding a functionality that allows residents to register as users and set a notification criteria. For instance, within 500 feet, within neighborhood, within zip code; only variance requests, only redevelopment, only new construction. This might alleviate criticism from people who are not aware of issues and provides the City with statistical information about how many people were notified by the system.</td>
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<tr>
<td>Should have building official here. Might focus on various neighborhood districts instead of city-wide. Might have waters for attendees.</td>
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</table>
1. Neighborhood Suburban Design Standards
   Height measurement overview: Recent changes to the building code have increased the minimum finish floor elevation by a foot; Height is measured from the minimum design elevation in special flood areas
   Building Design Standards overview: See code section 16.20.020.12, Building Design
   Feedback:
   • Considering costs when requiring additional architectural treatment is important. Requiring extra materials to delineate floors could get expensive, and there are already additional costs being incurred to construct in a special flood hazard area. Is it a big enough issue that it warrants requiring the property owner to incur the additional cost?
   • There was a suggestion to allow for different heights for different architectural styles.
   • Setbacks for additional height could be challenging on some lots that are not large enough.
   • Window/glazing requirement on street sides vs. interior sides – should they be treated differently?
   • Fenestration and glazing requirements should be better defined.
   • There are economic challenges with fitting a garage under living space.
   • Are there issues with grade changes and changes in elevation in relation to flooding onto neighboring properties? City response – bringing in fill and building up the lot is not permissible in the City any longer, so there haven’t been many issues with that.
   • What is the definition of a decorative garage door? It is hard to know what can be considered as “decorative”, and there are challenges with balancing the decorative requirement with affordability.

2. Domestic Equipment Parking
   Issue Statement: Citizen initiated review of placement standards, due to concern of neighbor parking RV next to side property line
   Placement: If outside of a building, must be in rear or interior side yard or in the allowable buildable area; not allowed in front or street side yard
   Feedback:
   • Setbacks for domestic equipment should be required similar to sheds
   • There should be no additional regulations for domestic equipment
   • Larger structures require setbacks; setbacks should also be required for large RVs that stay in one location most of the time. Domestic equipment does not typically move frequently, so in effect they become a large structure very close to the property line.
   • More screening requirements may be a better way to address the issue as opposed to requiring setbacks for domestic equipment such as RVs – perhaps allowing greater height for fences. The current Code allowance of an extra 2-ft in height for a 16-ft portion of the fence is not enough; many RVs are longer than 16ft.
   • It should be the responsibility of the owner of the RV to screen it from view, not the responsibility of the neighbors that have to see it; neighbors should add to their fence height
   • There are issues with enforcement when people are living in RVs on a neighbor’s property. It is challenging to prove.
3. Water Yard fencing, landscaping and equipment screening

Issue Statement: Code limits height of fences and hedges in the water front yards. There is no limit on other types of vegetation, which can impede views. Height of solid fence is limited to 3-feet and open fence to 4-feet, see attached Fence Handout. Mechanical equipment screening relates to streets only, should this include water yards? This is a citizen initiated review.

Feedback:

- Hedge regulation is too specific and does not cover all types of landscaping.
- Too many loopholes in the restrictions on “hedges” in waterfront yards.
- Pool code requires a 4-ft tall fence, this is sometimes an issue in waterfront yards that restrict fence height to 3-ft.
- Where did the 3-ft requirement come from? Why 3-feet vs 4-feet? Staff’s general response was that 3-feet is more conducive to allowing neighboring property owners to maintain views of the waterway when sitting in their backyard.
- Designers are finding that a solid fence or wall is generally preferred by residents and this is a challenge in waterfront yards which limit the wall height to 6-feet.
- FEMA regulations increase the grade of the property.
- Would there be potential for allowing variances for fence height if neighbors sign off on it, similar to dock variances? One problem with this method would be that the variance runs with the land and future neighbors may not agree.
- There was a suggestion to allow for higher fence height to accommodate for the more elevated structures that are being built as a result of FEMA requirements. Since the finished floor starts so high in some areas (over 6ft) the standards 6-ft fence does not provide for privacy. Perhaps the neighborhood scale could warrant a higher fence in some areas.
- Comments were also made that 6-ft is an appropriate fence height as it limits it to a human scale. Allowing height over 6-ft leads to a more institutional feeling. Increasing the allowable fence height is concerning to some.
- A concern was brought up over recently implemented requirements by Duke Energy that a meter must be elevated and a platform must be constructed in order for meters to be accessed. These platforms/staircases encroach into setbacks and the presence of the meter at such a high elevation along with the platforms detracts from the attractiveness of a new home.
- Screening (architectural or landscaping) should be required for ancillary equipment in water yards.
- Airflow should be considered when requiring architectural screening for A/C units.

4. In addition to comments expressed at the workshop Staff received several comments regarding the topics discussed, which are outlined below.

- The design standards do not take into consideration narrower lots and affordable housing.
- Would like my HCA president to attend and share. Would like hedges and shrubs in a row be considered the same.
- A welcome change in process from the previous administration.
- It would be useful to provide some context for topics being raised so we can know how prevalent issues are. For example, the RV parking case presented tonight. How many complaints are received or is it just a case of vocal, involved residents making themselves heard.
- I don’t support setbacks as a solution to issues neighbors might have with visibility of parked/stored domestic vehicles. Where side yards are already limited in width, setbacks could eliminate the ability to legally store these vehicles for those who have stored them w/o issue for years. Focus on screening, or only apply setbacks to wider yards maybe.
<table>
<thead>
<tr>
<th>Question</th>
<th>Strongly Disagree</th>
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<tr>
<td>The workshop was a valuable use of my time</td>
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<td>The workshop was the right length of time</td>
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<td>If you disagreed with the above question, was the meeting length too long?</td>
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Please rate each of the following aspects of the workshop:

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What did you like most about this workshop?

- Having the personnel from the City to field questions. 
- Informative
- Allow direct education to residents of St. Pete. Interesting and informative.
- The City's interest in getting input from stakeholders regarding proposed code changes.
- Allowing citizens to bring issues to the meeting for discussion. Liz staying on agenda and her great attitude!
- Good time management and facilitation.
- The workshop provided some candid discussion regarding some potential LDR changes. It was good to hear from city staff prior to implementation.

What did you like least about this workshop?

- Too narrow. The concentration of the discussion and the samples provided were only focus on a very limited area within flood zones and waterfront properties.
- Personal photos and discussions about "their" issues.
How do others who don't attend get information that the codes have changes? Answered by Liz and Gary.

Lots of jargon used to describe some issues, not always clear to general public.

Several residents tried to hijack the meeting to focus on their individual problems. The focus of the meeting was to discuss city-wide issues, not a disagreement between two neighbors over an RV in the back yard.

Other Comments?

The design standards do not take into consideration narrower lots and affordable housing.

Would like my HOA president to attend and share. Would like hedges and shrubs in a row be to considered the same.

A welcome change in process from the previous administration.

It would be useful to provide some context for topics being raised so we can know how prevalent issues are. For example, the RV parking case presented tonight. How many complaints are received or is it just a case of vocal, involved residents making themselves heard.

I don't support setbacks as a solution to issues neighbors might have with visibility of parked/stored domestic vehicles. Where side yards are already limited in width, setbacks could eliminate the ability to legally store these vehicles for those who have stored them w/o issue for years. Focus on screening, or only apply setbacks to wider yards maybe.

Thank you for distributing meeting materials on the web prior to the meeting.
The city code should not place additional regulation on where residents can store domestic equipment. The city code already places significant restrictions on what may or may not be seen in the front yard, and side yard locations. As a property owner, my backyard is my business, and not the City's. The example photo showed an RV behind a 6-foot vinyl fence. Only the top two or three feet of the RV is visible from the adjoining property. In Shore Acres and Snell Isle, it is not unusual for a 1950's home, which is less than 12' high, to be right next to a 36-foot high single family structure. The air conditioner and water heater units for these homes are usually mounted on the side of the home, much taller than this RV shown in the example. The citizens who initiated this issue should be allowed to increase the height of their vinyl fencing if they so choose, but they have no right to regulate a neighbor's use of his or her property. If the complaining homeowner wished, they could plant a few Areca palms (*Dypsis lutescens*) to shield their view of the RV. In two years, they would never know it was there. Although the slide was only up for a moment, it appeared that St. Petersburg's LDR codes were more restrictive than Clearwater and City of Tampa. I would recommend staff contact the City of Tampa to learn if that city has a smoother interaction with the residents regarding the storage of domestic equipment. We are a city surrounded by water. Many residents enjoy getting out on the water, but are unable to store their vessel without running afoul with City Code Enforcement staff. James (City of St. Petersburg Code Enforcement Staff), attended the meeting and did a great job articulating the challenges of code enforcement.

It only makes sense to increase the maximum height of a residential structure to match the increase in design flood elevation. When presenting this to Council, I strongly recommend showing the "pre-2012" FEMA elevation, as well as the current AE and V elevations on the graphic. It is important for Council to understand the ramifications of their actions to agree to raising this elevation incrementally. Noah Taylor already has this graphic and can readily provide. Regarding additional finishes should not be be required on the ground elevation. The increase in elevation alone adds tens of thousands of dollars to home construction costs, and has devalued structures built according to code at lower elevations. Any additional finishes below this elevation would likely be destroyed in a storm, so if we are really interested in reducing flood exposure, no fancy finishes should be required.
2016 Residential LDR Update

MEETING SUMMARY – Workshop #3
June 21, 2016
Main Library – 3745 9th Ave N; 6 PM-8 PM

1. Accessory Dwelling Unit & Accessory Living Space

Accessory Dwelling Units – Common names include garage apartment, mother-in-law unit, guest house, carriage house or granny flat. These units contain kitchens and can be legally rented. In some zoning districts (NT-1 & NT-2), one unit is allowed if the lot is at least 5,800 square feet. There are specific design standards for these units.

Accessory Living Space – This typically refers to a detached building on a single-family property that is used by the homeowner for additional living area, such as a pool house. This could include space above a detached garage. These areas cannot have a kitchen and cannot be legally rented.

Feedback:
- Clarify code sections for new vs. existing
- Consider eliminating minimum size of 375 s.f. to allow “Tiny Homes”
- Eliminate size standards for studio, 1 and 2 bedroom units
- Orientation and setbacks of exterior stairs and decking
- Set maximum size based on percentage of lot or building?
- Need more research on other Florida jurisdictions
- Accessibility issues and retrofitting
- Allow single story main house and two story garage?
- Change minimum area for second unit from 5,800 to 5,715?
- Modify required parking?
- Why aren’t ADU’s allowed in NT-3?

2. Reinstatement

Grandfathered Use/Units – These are uses/units that were legally built but are no longer allowed under current code. This could include a garage apartment in a zoning district that no longer allows them, such as in the NS or NT-3 districts. There are also a number of older homes that were originally used as rooming houses or boarding houses, with multiple grandfathered units. Rooming houses are no longer permitted.

Reinstatement of Grandfathered Use/Units – if a grandfathered use has lost its grandfathered status, this is a process to reestablish the grandfathered use, with certain minimum standards and improvements, such as providing parking, landscaping and sidewalks

Feedback:
- Allow administrative reinstatement if no variances are required?
3. Redevelopment
Redevelopment of Grandfathered Use/Units –
Feedback:
- Allow administrative for one unit?
- Modify FAR bonus criteria
- Eliminate Redevelopment provision from code
- Are townhouses compatible with neighborhoods?
- Decrease required parking
- Add the "design goal" statement at the very beginning of this section
- Street line/build-to-line line needs to be established/enforced in traditional neighborhoods.
  Please research thoroughly.
- We need to adopt a "No variance" culture.
- I think the full review process should be maintained for all units regardless of size.
- The FAR bonuses should be reviewed so criteria that would be required by design standards are
  not used to get FAR bonuses.

General Discussion followed regarding number of variance cases.
- Arbitrary and capricious?
- Where are the variances cases most prevalent?
- Neighborhood approval should NOT be a criteria considered by staff, as neighbors don't want
  to fight
- Parking requirement is too onerous and should be reduced for residential

Next meeting: September 27 - Main Library – 3745 9th Ave N; 6 PM-8 PM
Topics: Neighborhood Traditional Design Standards; Carport Design; Public Notice

For information on upcoming meetings, go to www.StPete.org/LDR
Comments on these topics and ideas for future topics can be sent to us at DevRev@StPete.org
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<tr>
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What did you like most about this workshop? Staff was receptive, informed, good discussion. Appreciate the transparency and reach-

What did you like least about this workshop? Slides hard to read - lots of info. Nature of the beast I guess.

Other Comments? Good mid-city location, nice facility, good parking. Thank you.
I support using building code for minimum size requirements.
I think the full review process should be maintained for all units regardless of size. The FAR bonuses should be reviewed so criteria that would be required by design standards are not used to get FAR bonuses.

Thank you! I learned a lot. Very interesting and thought provoking. Lots of viewpoints. Great discussion. Is the powerpoint available on line? Blight, keeping properties neat and maintained is important. Blight and rentals are worrisome and quality of life goes down. CODE ENFORCEMENT is so vital. Alleys tend to be blight sites/sights. Appreciate buffering

Sec 16.70.040.1.15 - Please add the "design goal" statement at the very beginning of this section. Street line/build-to-line line needs to be established/enforced in traditional neighborhoods. Please research thoroughly. We need to adopt a "No variance" culture.
2016 Residential LDR Update

MEETING SUMMARY – Workshop #4
September 27, 2016
Main Library – 3745 9th Ave N; 6 PM-8 PM

1. Introduction (5 minutes) – Elizabeth Abernethy, Zoning Official
   Overview of effort and meeting format
   - Introduced Divisions and Staff present.
   - Related zoning history – Vision 2020 – LDRs 2007

2. Neighborhood Traditional Design Standards (45 minutes) – Kathryn Younkin, Deputy Zoning Official
   - Height measurement overview: Recent changes adopted by City for the building code have increased the minimum finish floor elevation; Height is measured from required design flood elevation line in special flood areas.
   - Design Standards overview: See attached code section 16.20.010.12, Building Design
   - Repetitive Design: To support the appearance and character of neighborhoods developed over time, add clarifying language to address use of similar building models within close proximity to each other

Feedback:
- 9th Ave N. & 23rd St: Domain – Repetitive issue.
- Eave height arrows are in the wrong place in LDRs.
- Massing and Scale: too big, not enough to just put a porch or add a window. 2-story next to 1-story has a towering impact. Wants design review in north neighborhoods.
- Comment from CM Nurse: Get building in Childs Park/Midtown – ask that building not be so restrictive in those neighborhoods. “If you build a house to the Florida Building Code, it will be the nicest house in the neighborhood.”
- Encourage growth in Midtown – NT-1 & NT-2, too many restrictions on the community. 25’ front setback too much, makes lots unbuildable. Do whatever it takes to build on lots on south side.
- Need to be careful – These are zoning regulations, not deed restricted communities. We need new housing. 2-story, 2,000 sq. ft. to have a family live there. We have a housing deficit in Pinellas County and St. Petersburg.
• Old NE – new buildings are too massive. No permeable space. Permeable space very important to decrease runoff.
• Maybe NT-1 on south side should be different zoning district to allow new building.
• 12 new homes built in neighborhood have violated current code. Ask that inspections be done – that built matches plans.
• 600-800 sq. ft. aren’t viable, need bigger home for today’s market.
• Height – flood regulations SFHA question.
• “Urban Village” offer lifestyle people want. Maintain character of neighborhood – Kenwood & Historic Old NE are “rare gems.”
• Southside should stay NT-1 & NT-2 to continue to allow garage apartments.
• The LDRs that came from Vision 2020 are great because it’s designed for whole the city. Concern with “big houses” and “massing.” Need room to breathe (room between houses).
• CONA has been talking about this issue, shared four goals:
  1. Compatibility with existing context.
  2. Diversity of housing stock.
  3. Maintain green space.
• Man owns 1200-1500 sq. ft. house. Loves it. Issue with wall at setback line – not pedestrian friendly. Should walls (8’ high) be set back?
• Concerns over character of new houses. Maybe go back to design review for some neighborhoods. Concerns over what’s being built not matching plans. Trees being torn down.
• “Developed over time” vs. preserving past. What is the real intent of the LDRs?
• $250 appeal fee too high, maybe $100 more affordable. $250 is a big ask for most neighborhood associations.
• People more here for the traditional neighborhood, but infill housing is changing feel of neighborhood.

3. Carport design standards (15 minutes) – Liz Abernethy
What are appropriate materials in the front yard or rear yard?

Feedback:
• Same standards should apply in rear and front; neighbors have to see it every day.
• 360 ° architecture.
• Back should look as good as front.
• Square footage calculation question – Roofline?
• Canvas material – allowed elsewhere in Florida.
• Garage doors - two are different. Allowed?
4. Fence Materials in Residential Neighborhoods (10 minutes) – Liz Abernethy

Code requires that fences be constructed of standard fence materials such as stockade, board-on-board, shadowbox, tongue-and-groove, picket, split rail and chain link. Alternatives may be approved by staff “if the proposed form complies with the intent of the provisions of this section and that the form requested is at least the equivalent to the industry standard in quality, strength, effectiveness, fire resistance, durability and safety”. Staff has received a request for corrugated metal fencing in a residential neighborhood, which was not approved.

Feedback:
- Doesn’t like metal fencing – across alley is metal fence – sun reflects off fencing into his house, increased electric bill by $35.
- Material question.
- “Natina” can finish steel so not as reflective.
- Height measurement question.
- Thinks there should be a setback for fences regardless of height.
- Height of fence blocking lake view (side yard).

General Discussion
- “Bungalow” houses – allowing two story (building up) can increase ISR (open space).
- Elevation entry way comment – creating flooding issues for neighbors.
- Examine code across the board to see what can be removed to increase affordability.
- Wheelchair access – 16” required entryway – limits ADA access.

Next meeting: October 25- Main Library – 3745 9th Ave N; 6 PM-8 PM
Topic: Wrap-Up and discussion on code revisions

For information on upcoming meetings, go to www.StPete.org/LDR
Comments can be sent to us at DevRev@StPete.org
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What did you like most about this workshop?  
- Ability to give input  
- Consistent clarity  
- The opportunity to be heard and our ideas considered  
- Excellent location for coming west or east, north, south. Good parking, lovely building - Good to have a 1 closing time for cut-off. Nicely facilitated. Good give & take & idea exchange.  
- Opportunity to hear different perspective  
- I like that citizens are engaged

What did you like least about this workshop?  
- Nothing
2016 Residential LDR Update - Meeting #4 Evaluations

It was difficult to see the screen and there was an echo in the room that made it hard to hear every speaker.

Acoustics a bit echoey. Riverberates. Speakers/questions a little hard to hear when air conditioning was on, but overall people spoke up.

Couldn't hear speakers - please future meetings use a mike.

Unclear Goals

Other Comments?

Thank you! So great to have this shared information. Truly appreciate it. No matter what is done - CODE ENFORCEMENT is vital to neighborhood safety, beauty, and quality of life. Unmaintained mansion with RV's boats, etc., unattractive and junky. Yard waste, alleys are barely passable. 3rd World look. "Back Alley" look. Big dumpy, unmaintained, clera mowed, maintained alleys are vital to public safety. 1. Allows police clear view, 2. Fire trucks full access. 3. Sanitation trucks able to see around end of alley so they don't mow down pedestrians, bicyclists, and other vehicles. 4. Every alley should have no/zero overgrowth or fences, especially where alleys intersect the streets - Historic Park Street has lots of alleys. Old Northeast & Kenwood are not the only neighborhoods with alleys. Again, alleys are a pet peeve of mine. I adopted a mile via Keep Pinellas Clean & picked up/pick up so much litter and trash in alleys (& Sunset Park and at intersection of Park Street North & Central) while folks wait for light change, they dump. Thanks for listening. Alleys make me upset. They are treated like dumps.
Thank you for having these meetings and allowing for an exchange & expression of ideas and feelings. Nothing carries more emotion than "home." "Off alley" alley apartments - alley is front yard - view is ugly & unkept. Setbacks from neighbors, etc. May be minimum lot size to allow an RV or boat or garage to house and hide RV's and boats and trailers with tarps and mildew are bigger than the houses and they should be stored elsewhere. Don't meet Florida Building Codes. I'd rather have a neat maintained house of any kind (almost) than so many accessory vehicles. Not tied down, nor up to Miami Dade. But they are quite prevalent. Lots of overgrowth and yard waste. Alleys are a mess. ZIKA nests. Why should alleys be pig sty messes? Alley apartments - alley is our front yard pumping, overgrowth - I spend a large part of my life mowing and maintaining the alley. Quality of life matters in the back too. One of my biggest pet peeves. Like 2 different worlds lovely fronts with 3rd world country in back. Ruts, pot holes, weeds, trash, dukmping, tarps. Invitation to crime and blight and sleeping in alleys. I could go on forever!! Thanks!

Please consider flexibility and expanding setbacks and minimum lot requirements in NT-2, NT-1 in the CRT

I agree with council Member Nurse. The City should relax enforcement of NT-1/NT-2 on lots in the southside. The City should encourage any building which meets Florida Building Code in the southside. We all need affordable solutions. Thanks.

The City must allow flexibility on accessory structures. Steel is a far superior product and should be allowed.
EASEL NOTES:

- Fences – Staff no proposing change of materials language in regards to fences.
- Dock fencing – proposing standards for height/opacity.
- Roof over docks – staff to review (dock canopies).
- Open Porch – continue to allow encroachment for enclosed portion of structure.
- Affordable SFRD w/south sp CRA – staff reviewing design standards vs. affordable structures.
- Zoning vs an overlay to review.
- Access structure – can accommodate a boat.
- Regs vehicular parking remains for SFR.
- Waterfront yards (view) current regulations 3’ with hedge, 4’ open fence. Review height of other vegetation.
- Sheds – clarified current shed regs. RV’s greater than 12’ look at a greater setback than 3’.
- Ass. D.U. – concern no variances allow – staff to review.
- Reinstatement – reviewed parking regulations case by case – parking variances may be supported with certain conditions.
- Unpermitted work structures – once cited would be subject to project codes process. Possible DRC variance request fence Height – 6’ concern can exceed that height.
- Concern – mass/scale of new build in relation to built context – staff is reviewing this concern.
- ISR std. What is appropriate? Staff to review.
- Staff looking at FAR on built structures. Way to regulate large builds on small lots?
- Clarification of visitability regs – lower elevation? TBD by staff review.
- Affordable homes – design changes? Staff to review appropriate manner to address. Design vs. cost.
- Update website – agendas/synopsis of meetings. Maybe presentations – TBD.
- Mod Homes in Kenwood concern of size/mass. Context protected thru a process by Historic Preservation?
- Concern of teardowns – small homes to build larger/contemporary structures. Prevent demo of older structures? No code to address unless historic design.
- Protection of National Historic District? No present – not proposed with these changes currently. Follow-up with Derek.
- New Dev. Should be compatible with context. This is one purpose of this process.
- Hex block protection – no substitutes desired.
- Clarified no variance to any current stds when prohibited until/if LDR changes are adopted.
- Designate architectural “styles” for various neighborhoods. Not considered with this process at this time. Suggestion – use of cafeteria style regs to design a specific architectural style with certain design elements. Mass/scale concerns of new build.
- Accessory Equipment at 3’ to P/L. Concern of noise of pool equipment / A/C condensers.
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**What did you like most about this workshop?**

Learning about the zoning regulations and hearing other's ideas. Chance to input concerns especially about accessory vehicles and making alleys as attractive as the main street - especially since garage apartments look out over alleys.

**What did you like least about this workshop?**

Thought it was all great - many meetings, lots of notice and follow-up. Any one with an interest could come. Not limited to neighborhood "leaders," etc. Citizens included.

**Other Comments?**


Please try to regulate RV's, boats, trailers that are often taller/bigger than the houses. Covered in tarps and mildew, full of trash (trailers) safety hazard in storms. Not to Miami Dade - Winds can pick-up and cause damage to nearby homes - 150 mph wind loads per Ronn Ginn. Unsightly everyday. Storage space is available. Great job! Thank you! M. Abbott
Attachment 3

Public Input
March 4, 2016

Elizabeth Abernethy
Zoning Official, Development Review Services Manager
Planning and Economic Development Department
P.O. Box 2842
St. Petersburg, Florida 33731

Dear Ms. Abernethy,

Within the past year a number of new homes have been constructed (and more are planned) which have caused considerable unease and concern of Historic Kenwood residents who love and appreciate the traditional look and character of our older neighborhood. We have concerns that NT-2 zoning regulations which are our primary source of protection are not consistently followed. Variances to building elevation and architectural requirements seem to be occurring yet no variance is granted through the appropriate review body where public notification would be given.

Therefore, we are requesting that staff review several past projects to determine what guidelines may have been overlooked, or are being altered from the plans provided for review so that projects moving forward do indeed meet the minimum standards required by the NT-2 zoning regulations.

The following observations state our general concerns. These are followed with addresses and critiques of the new construction so as to specifically cite examples that the staff can review.

APPEARANCE OF A RAISED FOUNDATION:

Consistently we see that the new homes are being built slab on grade. NT-2 STATES “The front and street side of a building shall be designed to give the appearance of an elevated floor at least 16 inches above grade level. Where slab-on-grade construction is proposed, this requirement can be satisfied by utilizing a raised front entry porch, elevated windows, doors and wall heights.”

ENTRY PORCHES:

A number of new homes do not appear to have the required entry or porch sequence. NT-2 states “Principle entries shall include a porch, portico or stoop, with a minimum usable depth of six feet and 48 square feet of total floor area.” Several new homes lack the porch depth or area which leaves it impossible to place a chair or have social interactions as is vital to creating and maintaining community.
DESIGN SPECIFICATIONS:

A number of new homes do not appear to be following the design specifications. NT-2 states "Doors, windows and other appropriate fenestration shall be incorporated into all sides of a building. There shall be no blank facades. For multi-story buildings, no portion of a façade corresponding to the height between two floors shall contain a blank area greater than 16 feet in width."

NT-2 also states "At least 30 percent of primary and secondary street facades shall consist of fenestration. At least 20 percent of interior side and rear facades shall have fenestration. At least two-thirds of the fenestration shall be transparent (i.e. window glass). One-third may consist of trim work, shutters, brackets and other architectural features. Entry doors shall be counted toward fenestration if side panel or decorative windows are provided."

NT-2 states that "Windows on the street side facades shall be evenly distributed in a consistent pattern. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style." "Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill."

We also raise concern over landscaping. While many of the homes are well landscaped, others lack the required minimum landscaping requirements of shade trees and foundation planting. Some have minimal to no landscaping.

After reading the requirements a group of us drove the neighborhood and reviewed the new homes. We made the following observations with specific addresses as to be helpful with your review.

- 2240 3rd Avenue North: Built slab on grade without required elevation. It lacks window fenestration and adequate number of windows. The window pattern is haphazard with varying styles of windows on the front façade. The front door is recessed to the side of the house. There is no landscaping.
- 2251 3rd Avenue North: This modern style home is under construction and is nearly complete. The front porch does not appear to be the appropriate size lacking 6 feet of "usable depth." The windows are not consistently sized and have varying heights. While the windows are recessed, there are no visible windowsills.
- 2220 4th Avenue North: The front porch of this modern style home does not appear to have the appropriate depth and size. The home is built slab on grade. Of note, the sloped roof of this home seems to "fit in better" with the neighborhood as compared to the flat roofed modern style home noted above. The windows are better arranged but again lack windowsills.
- 2311 4th Avenue North: The home is built slab on grade.
- 2627 Dartmouth Avenue: The home is built slab on grade.
- 2736 Dartmouth Avenue: The home is under construction and has been built slab on grade. The front door is recessed to the side of the house. The same issues with the
We do wish to point out that a number of new homes have been built that do follow the regulations. In the upcoming review of the LDR's they may be helpful in assisting with any changes to the regulations. They are as follows:

-2163 2nd Avenue North has appropriate elevation, vernacular architectural style with large front porch and all components of the façade reinforce the style of the home.
-2250 2nd Avenue North: although quite large it is compliant with zoning regulations.
-2526 4th Avenue North is craftsman bungalow style with large front porch and roof sloping toward street. However it is large and looms over the adjacent small homes. This possibly could've been mitigated had the foundation not been elevated as high as it was while still meeting code.
-2635 4th Avenue North has appropriate elevation with multiple appropriate design materials and a large front porch reinforcing the bungalow style of the home.
-2120 Dartmouth Avenue seems to have appropriate elevation with multiple design materials in keeping with the bungalow style. Front porch is of large enough size to accommodate seating and the landscape and fencing is well done.
-2836 7th Avenue North: All of the bungalow style details and front porch are appropriate and the size of the home fits well with the oversized lot. However, it may not have the required elevation.

In closing, we encourage investment in our neighborhood. However, we also wish to maintain the basic elements of the character during new construction that the NT-2 zoning provides. We request that the city assess the elements of non-compliance that have been identified to determine where this is occurring, and then make sure that the NT-2 zoning regulations are consistently met and variances are not overlooked.

Sincerely,

Brenda Gordon, President
Historic Kenwood Neighborhood Association

cc: Amy Foster, City Council Chairwoman
    NT-2 Designated Neighborhood Associations
NEIGHBORHOOD GOALS and ISSUES
September 22, 2016

GOALS:

- Ensure compatibility of new construction with existing context
- Maintain diversity of housing styles, size, and price range to retain diversity among residents
- Maintain or increase green space to provide for better drainage and protection from flooding
- Maintain pedestrian character, avoiding the ‘compound’ appearance of some new construction with over-sized houses and high walls.

ISSUES:

1. Height, mass and scale – fitting into context is more than just setbacks
   a. Reduce allowable height
   b. Create FAR

2. Redevelopment – Increases density and encourages demolition
   a. Eliminate for traditional neighborhoods

3. Reinstatement – Increases density, exacerbates parking and impermeable surface issues
   a. Eliminate for some neighborhoods

4. Impermeable Surface – Little open/green space to provide for drainage and prevent flooding
   a. Decrease impermeable surface ratio

5. Design Guidelines/Architectural Style – New construction often fails to exhibit a recognizable architectural style
   a. Incorporate and enforce new Design Guidelines

6. Variances – Setback variances lead to increased mass and scale
   a. Strictly enforce setbacks

7. Enforcement – LDRs are often not enforced
   a. Inspect projects for compliance and enforce

8. Trees - trees are being removed for new construction at an alarming rate
   a. Increase penalty fees for tree removal without permit
   b. Encourage developers to maintain and plant tree canopy in parkway
9. Streamlining – Neighbors do not receive notice of streamlining; high fee for appealing
   a. Eliminate streamlining – fees are onerous for many neighborhood associations
      and neighbors should be noticed for variance requests

Specific to Old Northeast

10. Dock Roofs – Roofed docks detract from the residential character of the neighborhood;
    the concern is that over time, the area will look more ‘marina’ than residential. They
    obstruct views of the Bayou and clutter the viewshed. Coffeepot Boulevard is a posted
    ‘scenic route’ and the land adjacent to the water lots was considered parkland during
    the waterfront master planning process. Their location makes these docks accessible to
    the public in a unique way. At least 25% of the docks today are owned by those who do
    not live on Coffeepot; they may not have the same pride and respect for the
    neighborhood that residents do.
    a. Prohibit roof docks along Coffeepot Boulevard.

11. Beach Drive – Six-foot walls along Beach Drive are not pedestrian friendly; they give the
    appearance of compounds
    a. Remove ‘collector’ (?) status for Beach Drive

“The purpose of the NT district regulations is to protect the traditional single-family character of these neighborhoods, while permitting rehabilitation, improvement and redevelopment in a manner that is consistent with the scale of the neighborhood.”

-- 16.20.010.2 Land Development Regulations, 2007

St. Petersburg’s neighborhoods are the backbone of our city. Many people choose to live here because of the sense of community and distinctive character they find in our traditional neighborhoods. It is important that we recognize, support, and maintain the unique and distinct qualities of these neighborhoods.

In many ways, the LDRs approved in 2007 were successful in supporting neighborhood character. However, with our booming economy, the size, mass, and scale of much of the new construction is overwhelming the existing housing stock. These houses do not fit within the existing context or complement the established character. In addition, other concerns have been raised regarding redevelopment, reinstatement, impermeable surface ratio, design guidelines, and enforcement, which often have contributed to this incompatibility.

Over the past several years, Historic Old Northeast has been working to find solutions to the unintended consequences of these new regulations. In the process, we discovered that other traditional neighborhoods share many of our concerns. Last year, Allendale held a meeting to discuss new development, and subsequently sought re-zoning of portions of their neighborhood. In early 2016, Crescent Lake sponsored a meeting regarding inappropriate development which drew 50 people from neighborhoods including Crescent Lake, Historic Kenwood, Greater Pinellas Point, Allendale, Harris Park, Tropical Shores, Driftwood, Downtown, Crescent Heights, and Historic Old Northeast.

We appreciate that Zoning staff recognizes that some of the 2007 regulations are not achieving stated goals. Neighborhood representatives have attended all of the LDR workshops held throughout this year. When neighborhoods were notified that photographs were needed to assist with research, Old Northeast immediately started a photo project which used objective criteria to critique the new (2007-2015) construction. On page 5 are two examples of the 40+ houses surveyed in the Old Northeast.

In June, we took our methodology and template to a CONA Land Development and Historic Resources Committee meeting. We were invited to present a program on our concerns and our method of critiquing new construction to the wider CONA membership. At that meeting, seven
neighborhoods including Disston Heights, Greater Pinellas Point, Methodist Town, Historic Kenwood, Historic Roser Park, Melrose Mercy and Euclid-St. Paul, signed up for more information and to participate in the LDR update process.

Pursuant to that meeting, we initiated a series of meetings with the CONA Land Development and Historic Resources Committee. The first was held on September 6th followed by meetings on September 12th, 15th, and 19th. Participating neighborhoods included Azalea, Riviera Bay, Harris Park, Downtown, Historic Kenwood, Historic Roser Park, Crescent Lake, Allendale, West Side, Driftwood, and Historic Old Northeast. Concurrent with those meetings, additional research was conducted on FARs and ISRs for new construction in several neighborhoods; that data was compared with FARs and ISRs for older structures more typical of the neighborhoods in order to identify trends.

The following goals were agreed upon by the participating neighborhoods:

- Ensure compatibility of new construction with existing context
- Maintain diversity of housing styles, size, and price range to retain diversity among residents
- Maintain or increase green space to provide for better drainage and protection from flooding
- Maintain pedestrian character, avoiding the often unfriendly and overpowering appearance of much of the new construction with over-sized houses and high concrete block walls.

At the committee level CONA endorsed the group's efforts to “preserve the character of traditional neighborhoods.” On September 22nd, representatives of Historic Old Northeast and Historic Kenwood met with Elizabeth Abernethy, Kathryn Younkin, Luis Teba and Derek Kilborn to review the above goals and the issues identified in these joint CONA meetings. Below is a list of the issues discussed and possible solutions for consideration.

**ISSUES**

1. **Height, mass and scale – Fitting into context is more than just setbacks**
   a. Reduce allowable height
   b. Create residential FAR (floor area ratio)

2. **Redevelopment of grandfathered uses – Increases density and encourages demolition**
   a. Eliminate for traditional neighborhoods
3. Reinstatement of abandoned uses – Increases density, exacerbates parking and impermeable surface issues
   a. Eliminate for some neighborhoods

4. Impermeable surface – Little open/green space to provide for storm water drainage and prevent flooding
   a. Decrease impermeable surface ratio (ISR)

5. Design guidelines/architectural style – New construction often fails to exhibit a recognizable architectural style
   a. Incorporate and enforce new design guidelines
   b. Adopt a pattern book describing appropriate architectural styles and detailing for traditional neighborhoods

6. Variances – Setback variances lead to increased mass and scale
   a. Strictly enforce setbacks

7. Enforcement – LDRs are often not enforced
   a. Inspect projects for compliance and enforce
   b. Increase staffing in Zoning and Building departments

8. Tree canopy - Trees are being removed for new construction at an alarming rate
   a. Increase penalty fees for tree removal without a permit and consider other types of penalties
   b. Encourage developers to maintain and plant tree canopy in parkway

9. Streamlining
   a. Limit streamlining
   b. Reduce appeal fees (currently $250)

10. Pile driving
    a. Eliminate pile driving in residential neighborhoods

Specific to publicly-accessible waterfront

11. Dock roofs – Roofed docks detract from the residential character of the neighborhood. They obstruct views and clutter the view corridor. Their location makes these docks accessible to the public in a unique way.
For example, Coffeepot Boulevard is a posted scenic route and the land adjacent to the water lots was considered parkland during the waterfront master planning process.

a. Prohibit dock roofs along designated scenic routes and publicly-accessible waterfront (e.g. Coffeepot Boulevard, Brightwaters)

Summary
When new development replaces badly deteriorated properties and is respectful of existing context and housing stock, it enhances neighborhoods. However, a number of houses constructed since 2007 are over-sized in relation to lot size and frequently include setback variances that increase the FAR and ISR. These houses overpower older houses on the block.

As a way to study the mass and scale issue, in September a subcommittee studied FARs and ISRs for 56 houses in four traditional neighborhoods using county appraiser records, permit information, and site visits. Though more study is needed, it appears that FARs have increased since the 2007 code update. ISRs are difficult to measure and monitor though this is currently one method used by the City to regulate mass and scale. We expect to provide more analysis and recommendations on setback requirements, FARs, ISRs, and building footprint (structure area ratio) soon.

The current economic boom and resulting new development have resulted in an increase in demolition of older structures; demolition permits citywide doubled between 2014 and 2015. New construction that fails to respond to the existing context of our neighborhoods detracts from the established character and eventually destroys a neighborhood’s distinctive sense of place and community. Our goal is to make sure that all new development respects the established character and protects the integrity of our traditional neighborhoods in both boom and bust cycles.

September 30, 2016
145 16th Ave. NE

- Height - Yes. Dominant element, doesn't overpower the neighborhood.
- Street line - Yes. Aligns well with the existing streetscape.
- Façade composition - Yes. Well-proportioned with good rhythm.
- Exterior materials - Yes. Siding complements the neighborhood.
- Rhythm/pedestrian experience - Yes. Fits well with the existing streetscape.
- Architectural design - Craftsman.

Example of compatible new construction

225 17th Ave. NE

- Height - Yes. Consistent with neighborhood.
- Street line - Yes. Aligns with existing streets.
- Façade composition - Yes. Balanced with good rhythm.
- Exterior materials - Yes. Siding complements the neighborhood.
- Rhythm/pedestrian experience - Yes. Fits well with the existing streetscape.
- Architectural design - Craftsman.

Example of compatible new construction
Elizabeth Abernethy

From: Robin Reed <rlreed@tampabay.rr.com>
Sent: Thursday, October 06, 2016 7:42 AM
To: Elizabeth Abernethy
Subject: Additional Comments

Ms. Abernethy,

Old Northeast would also like to weigh in on two topics that were discussed at the recent LDR Workshop:

We are opposed to ‘alternative’ materials such as corrugated metal for use as fencing material. We also think chain link fencing should be prohibited in NT2 and NT3 neighborhoods, at least in street front yards.

We are opposed to canvas roofs on carports.

Another issue has recently surfaced which we feel needs attention. When codes was contacted about a boat parked in the front driveway (off a circular driveway) at 1400 Beach Drive, we were told that it is legal because of the length of the lot and the fact the front of the house which faces Beach Drive is the legal side yard and the setback is appropriate. We do not think it is appropriate to park a boat in the front yard regardless of whether it is considered the legal front yard or the side yard. In this case, Beach Drive is certainly considered to be the major roadway as opposed to 14th Avenue, and it contains landscaped medians indicting a more important roadway.

Regards,
Robin Reed, Historic Old Northeast Planning and Preservation Committee

Virus-free. www.avast.com
October 30, 2016

City's Text Amendment

To Whom It May Concern:

We're writing to ask permission to apply for a variance to parking requirements for a six-unit building we recently purchased. It's been brought to our attention that a text amendment is being considered, and that this amendment would allow us to seek reinstatement.

As this decision is made, we ask that you not only consider the individual homeowners within these neighborhoods, but also those who can't afford to own their own home... these lesser represented individuals are looking for smaller, more affordable housing within the downtown area of St. Petersburg.

If properties like ours are not even given the opportunity to 'seek' reinstatement, these often times overlooked citizens, may not ever get a chance to live within the community where they work. This downtown community is diverse, and therefore should be able to continue to provide opportunities of housing to meet that diversity.

It should be noted, that we're not asking 'to be reinstated', but instead, that we are simply asking for 'the opportunity to seek reinstatement' with the city's review and approval.

Additionally, many residents use public transportation and bike and walk within these communities, so any parking requirements made and agreed to, may simply go unused and become an unsightly addition to an otherwise, beautiful neighborhood.

Thank you for your time and consideration in this matter.

Professionally,

Brian Wedlake
Cato Holdings, LLC
323.377.5811
SECTION 16.20.010. - NEIGHBORHOOD TRADITIONAL SINGLE-FAMILY DISTRICTS ("NT")

Typical Houses in a Neighborhood Traditional District

Common features of these districts include:

- Narrow rectangular lots facing the avenue.
- Houses built toward the front of the lot with reduced setbacks.
- Front porches and primary entrances facing the avenue.
- Sidewalk connections leading to the public sidewalk and the street.
- Vehicular access from the rear alley instead of driveways in front yards.
- Recognized architectural styles with consistent and appropriate materials.
16.20.010.1. - History and composition of traditional neighborhoods.

Generally, the traditional neighborhoods of the City were platted between the incorporation of the City and the mid-1920's, before multi-car households became common and when most people walked or rode public transportation. As such, these neighborhoods feature streets and buildings oriented to the needs of pedestrians rather than to the needs of cars.

Lots in traditional neighborhoods are narrow compared to lots in suburban neighborhoods. Traditional lot widths typically range between 45 and 60 feet. Widths in excess of 60 feet exist in certain areas, but are relatively rare. Sidewalks are provided along all sides of blocks and on both sides of the street. ADD IN RERERECE TO FLLOR AREA RATIO AND ISRS

The homes in traditional neighborhoods were typically constructed prior to 1950 and exhibit architecture of the early 20th Century. Buildings typically feature vertically-oriented architecture and were constructed close to the street. Front doors face the street and are enhanced with architecturally appropriate features. Front porches or stoops are common and add emphasis and visual interest to the primary entrance. Side and rear yard setbacks are minimal. Building heights typically do not exceed 24 feet. Buildings include a variety of roof designs such as gable, hip, and gambrel. The upper portions of taller buildings typically taper or step back from the property lines.

Alleys are the primary means of providing areas for utilities and access to off-street parking to the rear of the properties. Driveways and garages in front yards are not typical in most traditional neighborhoods.

While traditional neighborhoods are primarily characterized by single-family residential structures, house sizes and types are varied. Small apartment buildings and ancillary dwelling units, such as garage apartments, are sprinkled throughout many of these areas. The diverse housing opportunities allow for persons in different stages of life and at different income levels to enjoy the same neighborhood. Residents can remain in the same neighborhood throughout their lives, even though an individual's housing needs and preferences may change (lifecycle housing). There are also several remaining corner stores located within the heart of some traditional neighborhoods. Historically, these small stores provided basic goods and services to residents within walking distance.


16.20.010.2. - Purpose and intent.

The purpose of the NT district regulations is to protect the traditional single-family character of these neighborhoods, while permitting rehabilitation, improvement and redevelopment in a manner that is consistent with the scale of the neighborhood. The standards for each of the NT districts are intended to reflect and reinforce their unique character. Street standards are intended to preserve the alley system as a mechanism to provide limited access for parking and utility functions in the rear of the site.

(Code 1992, § 16.20.010.2; Ord. No. 876-G, § 2, 2-21-2008)

16.20.010.3. - Permitted uses.

Uses in these districts shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements.

16.20.010.3.1. Preservation of single-family character.

NT districts are primarily single-family in character. While some NT districts allow accessory units or limited neighborhood-scale mixed uses, the character and context along the street should reinforce the pattern of a traditional single-family neighborhood. Generally, duplex and multifamily buildings are prohibited. Some multifamily uses are existing and grandfathered.

16.20.010.3.2. Grandfathered units. (See use matrix.)
Multifamily units were built in many traditional neighborhoods to accommodate the winter tourist industry in the first half of the 20th Century. These units provide a diversity of housing stock which enriches the neighborhood and provides lifecycle housing. Renovation and revitalization of these units can create a highly desirable amenity within the neighborhood and is an ideal way of providing workforce-housing units. Restoration of these resources is desirable over replacement. Special approval may be required to redevelop these uses as established by the process in the application and procedures section. Replacement construction should be consistent with the development pattern and architectural context of the neighborhood.


16.20.010.4. - Introduction to NT districts.

The NT districts are the NT-1, NT-2, NT-3 and NT-4 districts. The standards for the NT districts are intended to allow for redevelopment of the traditional neighborhoods with modern amenities, while respecting the existing development pattern and unique character of these areas.


16.20.010.4.1. Neighborhood Traditional Single-Family-1 (NT-1).

In the NT-1 district, single-family homes are the primary intended use. Accessory dwelling units, such as garage apartments, are allowed, subject to compliance with standards regulating minimum lot size, building setbacks, parking and other applicable requirements. The design guidelines are intended to ensure compatibility with the existing character and pattern of these neighborhoods by requiring compatible building design and limiting the locations of driveways to certain areas of the property.

Typical Single-Family Homes within the NT-1 District


The NT-2 district generally includes neighborhoods already developed by the end of the 1920s. These areas typically exhibit a higher degree of architectural legacy and have a well-developed network of alleys. Allowable uses and standards are similar to the NT-1 district. Site layout and architectural detailing is emphasized to preserve and reinforce the existing development pattern. Driveways, garages, and utility uses are limited to the rear of the property.
Typical Single-Family Homes within the NT-2 District
16.20.010.4.3. Neighborhood Traditional Single-Family-3(NT-3).

The NT-3 district reflects the character of several traditions. Lot widths are larger, ranging between 60 and 65 feet. These areas are typically adjacent to large public parks utilized for numerous City-wide events generating large crowds, high volumes of traffic and other disruptions not typical for most neighborhoods. The architectural legacy and alley network are similar to NT-2 areas. The development pattern typically features greater front and side yard building setbacks than the NT-2 district. The NT-3 district generally allows the same uses as NT-1 and NT-2, with the exception that accessory dwelling units, such as garage apartments, are not permitted.

Typical Single-Family Homes within the NT-3 District
16.20.010.4.4. Neighborhood Traditional Mixed Use (NT-4).

The NT-4 district recognizes the small pockets of traditional mixed-use development in certain areas. Historically, these were neighborhood-scale corner stores and restaurants on the first floor with apartments above. These uses typically exist at the intersections of busier residential streets or around public parks. Storefronts are close to the street with loading and parking areas to the rear. The design of the buildings is compatible with the scale and architecture of the surrounding neighborhood and signage is minimal.
Typical Row of Mixed Uses within the NT-4 District

16.20.010.5. - Maximum development potential.

Development potential is different within each district in order to respect the character of the neighborhoods. Previous regulations required larger lots and did not permit accessory dwelling units. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, and building setbacks.

### Minimum Lot Size, Maximum Density and Maximum Intensity

<table>
<thead>
<tr>
<th>Minimum Lot Width</th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>45 ft.</td>
<td>50 ft.</td>
<td>60 ft.</td>
<td>45 ft.</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>180 ft.</td>
<td>200 ft.</td>
<td>240 ft.</td>
<td>180 ft.</td>
</tr>
<tr>
<td>Minimum Lot Area (square feet)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>5,800 (2)</td>
<td>5,800 (2)</td>
<td>7,620</td>
<td>5,800</td>
</tr>
<tr>
<td>Nonresidential</td>
<td>22,860</td>
<td>25,400</td>
<td>30,480</td>
<td>22,860</td>
</tr>
</tbody>
</table>

**Maximum Residential Density** (units per acre)

<table>
<thead>
<tr>
<th></th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 (1 principal unit and 1 accessory unit per lot)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 (1 principal unit and 1 accessory unit per lot)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 (1 principal unit; accessory unit not permitted)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 (1 principal unit and 1 accessory unit per lot)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Maximum Residential Floor Area Ratio (FAR) for a 1 story building**

<table>
<thead>
<tr>
<th></th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5</td>
<td>0.5</td>
<td>0.475</td>
<td>0.5</td>
<td></td>
</tr>
</tbody>
</table>

**Maximum Residential Floor Area Ratio (FAR) for a 2 story building**

<table>
<thead>
<tr>
<th></th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.42</td>
<td>0.42</td>
<td>0.4</td>
<td>0.45</td>
<td></td>
</tr>
</tbody>
</table>

**should there be some sort of allowance for existing conditions to encourage retention**
Maximum Nonresidential Intensity (floor area ratio) | 0.50 | 0.50 | 0.40 | 0.60
---|---|---|---|---
Residential Building Envelope for 1 story building | 0.40 | 0.40 | 0.40 | 0.50
Residential Building Envelope for 2 story building | 0.35 | 0.35 | 0.35 | 0.4
Total Residential ISR | 0.45 | 0.45 | 0.45 | 0.60
Nonresidential | 0.55 | 0.55 | 0.55 | 0.55

should there be some sort of exemption to encourage retention of existing?

(1) Refer to use specific development standards for regulations regarding development of accessory dwelling and accessory living space.
Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface.
For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).

(2) The POD can approve the development of a platted lot that is smaller than the minimum lot size if the lot was part of the original plat and is characteristically similar to adjacent parcels. However larger lots if subdivided must meet the current minimum lot size.

16.20.010.6. - Building envelope: Maximum height and minimum setbacks.

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Beginning of Roofline</th>
<th>Top of Roof Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary building</td>
<td>24 ft.</td>
<td>36 ft.</td>
</tr>
<tr>
<td>Accessory building</td>
<td>20 ft.</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Porches</td>
<td>20 ft.</td>
<td>24 ft.</td>
</tr>
</tbody>
</table>

Refer to technical standards regarding measurement of building height and height encroachments.
Insert diagram showing porch heights

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>If building height is up to 18 ft.</th>
<th>If building height is +18 ft. to 24 ft.</th>
<th>If building height is over 24 ft.</th>
<th>If building height is up to 24 ft.</th>
<th>If building height is over 24 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front yard</td>
<td>Stoop</td>
<td>15 ft. or M</td>
<td>15 ft. or M</td>
<td>35 ft.</td>
<td>20 ft. or M</td>
</tr>
<tr>
<td></td>
<td>Open Porch</td>
<td>18 ft. or M</td>
<td>18 ft. or M</td>
<td>35 ft.</td>
<td>23 ft. or M</td>
</tr>
<tr>
<td></td>
<td>Building</td>
<td>25 ft. or M</td>
<td>25 ft. or M</td>
<td>35 ft.</td>
<td>30 ft. or M</td>
</tr>
<tr>
<td>Interior side yard</td>
<td>For lots 60 feet or greater in width</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
<td>12 ft.</td>
<td>7.5 ft. or M</td>
</tr>
<tr>
<td>--------------------</td>
<td>------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td>For lots equal to or less than 60 ft. in width</td>
<td>10 ft. or M</td>
<td>12 ft.</td>
<td>7.5 ft. or M</td>
<td>16 ft.</td>
</tr>
<tr>
<td>Street side yard</td>
<td>12 ft. or M</td>
<td>12 ft. or M</td>
<td>16 ft.</td>
<td>15 ft. or M</td>
<td>22 ft.</td>
</tr>
<tr>
<td>Rear yard, with alley</td>
<td>For alleys equal to or greater than 16 ft. in width</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
<td>20 ft.</td>
<td>7.5 ft. or M</td>
</tr>
<tr>
<td></td>
<td>For alleys less than 16 ft. in width</td>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
<td>20 ft.</td>
<td>10 ft. or M</td>
</tr>
<tr>
<td>Rear yard, no alley</td>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
<td>10 ft. or M</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Waterfront yard</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

Notes:

*M* (minor encroachment): Minor encroachments into normally prescribed setbacks may be allowed in order to accommodate an addition to align with the side of the existing structure, provided:

(a) The total floor area of the encroaching portion of an addition shall not exceed 50 square feet;

(b) No portion of the encroachment shall exceed 24 feet in height;

(c) In no case shall any encroaching structure be closer to a property line than four feet.

Refer to technical standards for yard types and setback encroachments. Enclosing porches in the front yard setback is regulated by the general development standards.

The larger of the minimum building separation distances required by the Florida Building Code or the fire prevention code or the minimum building setback established for the interior side yard setback shall apply. Building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.
Required building setbacks increase above 24 feet in height except for towers, turrets, and dormers as provided herein. At 24 feet or below, a cornice line shall be provided and the roofline shall begin. The roof slope shall not exceed 45 degrees (12:12 pitch). The roof peak shall not exceed the maximum height of 36 feet. If a sloped roof is not characteristic of the design style, the wall shall be accentuated with a cornice line at or below 24 feet in height. Any portion of a wall exceeding 24 feet in height shall be set back at least twice the normally required side yard setback from the side property line.
PORTIONS OF BUILDINGS ABOVE 24 FEET MUST BE CONTAINED WITHIN A ROOF

PORTIONS OF BUILDINGS ABOVE 24 FEET MUST MEET ADDITIONAL SETBACKS

SLOPED ROOFED STRUCTURES  FLAT ROOFED STRUCTURES


16.20.010.8. - Towers and turrets.

Many architectural styles feature towers and turrets. A tower or a turret may exceed the roof slope, provided no horizontal wall dimension exceeds 16 feet and for a tower or turret with a non-straight (or rounded) wall, this dimension shall be calculated using the smallest rectangle which will enclose the wall.


16.20.010.9. - Dormers.

Many architectural styles feature dormers. A dormer may exceed the roof slope above 24 feet, provided the width of the dormer wall or the total width of the dormer walls, if more than one dormer, shall not exceed 50 percent of the roof width, or 16 feet of width, whichever is less. Dormers shall be compatible with the chosen architectural style.

16.20.010.10. Setbacks consistent with established neighborhood patterns.

There are building setback characteristics of existing neighborhoods related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, and alignment of buildings along the block face. Minimum yard setback characteristics of neighborhoods may differ from the requirements of this district. The POB may approve, without a variance, residential development that meets setback characteristics and standards of a neighborhood having boundaries defined by an accepted neighborhood plan. Approval shall be based on the following:

1. Front and side yard setbacks will be based on predominant building setbacks established in the block in which the development is proposed.

2. Evaluation of building setbacks will also consider the pattern of building setbacks on the blocks adjacent to the block in which the development is proposed.

This approval shall follow the procedures for streamline approvals of variances.


16.20.010.11. Building design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian. For a more complete introduction, see section 16.10.010.

Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

Building and parking layout and orientation.

1. For nonresidential uses, all service areas and loading docks shall be located behind the front facade line of the principal structure.

2. All mechanical equipment and utility functions (e.g. electrical conduits, meters and HVAC equipment) shall be located behind the front facade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.

Vehicle connections.
1. The following vehicle connection regulations are required for properties located within NT-2, NT-3 or NT-4 and are recommended for properties located within NT-1. Access for new garages and driveways shall be designed to take advantage of the first available alternative in the following prioritized list:
   a. Driveways and garage doors shall face the alley;
   b. Where no alley exists, driveways and garage doors shall face the side street and shall be restricted to the rear one-third of the lot;
   c. Where access via the rear third of the lot is not possible, driveways and garage doors shall be permitted within the front two-thirds of the lot facing the side street;
   d. In the absence of an alley and a side street, a single lane width curb cut and driveway shall be allowed which shall be located to the side of the principal structure. Parking shall be allowed only behind the front façade line of the principal structure.

2. Not more than one curb cut shall be allowed for each property except as follows:
   a. Where the property is abutting a major street identified on the Future Major Streets Map within the Comprehensive Plan; and
   b. Where in accordance with the access requirements of this section, the only available access point is from the major street; and
   c. Where a circular driveway and second curb cut is necessary to permit vehicles to enter and exit the major street in a forward motion. Pursuant to this section, a second curb cut shall only be approved for the purpose of improved traffic safety and shall not be approved for other ancillary uses, such as access to accessory parking spaces or the maneuvering of domestic equipment.

**Porches and Pedestrian connections.**

1. All exterior porches shall be additive to the body of the primary structure. A separate roof line which is of a lesser height than the main structure shall be utilized. (See diagram)

2. Principal entries shall include a porch, portico or stoop, with a minimum usable depth of six feet between the exterior plane of the main house and the interior side of railings and 48 square feet of total floor area.

3. Principal entries to a structure shall be connected to the public sidewalk and the curb of the primary street with a sidewalk. The Primary entry door shall be visible from the sidewalk and shall be in the front plane of the building or no more than 6 feet behind the front plane if recessed into an entry alcove.

4. The design and detailing of porches, stoops or other entry features shall be consistent with the architectural style of the house.

**Building and architectural design standards.** All buildings should present an inviting, human scale facade to the streets, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest.

**Building style.**

1. New construction shall utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies. (Insert referral to pattern book being created)

2. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.
3. In new construction and renovations, building form, architectural fenestration, trim and detailing shall remain consistent with the identifiable architectural style selected for the structure.

Building form.

1. The front and streetside of a building shall be designed to give the appearance of an elevated floor at least 16 inches above grade level. Where slab-on-grade construction is proposed, this requirement can be satisfied by utilizing a raised front entry porch, elevated windows, doors and wall heights. (Illustrate)

2. Buildings should create a width-to-height ratio of no more than 1:1. Buildings that exceed the width-to-height ratio of 1:1 shall feature architectural fenestration creating a bay system that divides the building design into a maximum ratio of 1:1. This may be done through pilasters, arcades, building line and roof line off-sets, materials and other appropriate architectural features. This applies to front and all side facades.

Wall composition. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest.

1. Doors, windows and other appropriate fenestration shall be incorporated into all sides of a building. There shall be no blank facades. For multi-story buildings, no portion of a facade corresponding to the height between two floors shall contain a blank area greater than 16 feet in width. (Insert referral to pattern book being created)

2. At least 30 percent of primary and secondary street facades shall consist of fenestration. At least 20 percent of interior side and rear facades shall have fenestration. At least two-thirds of the fenestration shall be transparent (i.e., window glass). One-third may consist of trim work, shutters, brackets and other architectural features. Entry doors shall be counted toward fenestration if side panel or decorative windows are provided. Garage doors are not fenestration on street-facing facades.

3. Structures which are situated on corner lots, through lots, or, by the nature of the site layout have a facade which is clearly visible from rights-of-way, shall be designed with full architectural treatment on all sides visible from rights-of-way. Full architectural treatment shall include roof design, wall materials, architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. Windows on the street side facades shall be evenly distributed in a consistent pattern.

2. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.

3. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.
Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian.

1. Garage doors facing the primary street:
   a. Shall be located at least ten feet behind the front facade line of the principal structure.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure and shall have decorative garage doors.

2. Garage doors facing a non-primary side street, where adjoining side yard abuts another property's front yard:
   a. Shall be one or two single bay garage doors. Double garage bay doors are prohibited.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure.
   c. Shall be decorative garage doors.

Building materials. Building material standards protect neighboring properties by holding the building's value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.

1. Building materials shall be appropriate to the selected architectural style and shall be consistent throughout the structure. (Insert referral to pattern book being created)

Accessory structures and equipment. Accessory structures shall reinforce the pedestrian character of the City. Above-ground utility and service features shall be located and designed to reduce their visual impact upon the streetscape.

1. Detached accessory structures, such as garages, garage apartments and sheds over 100 square feet, shall be consistent with the architectural style, materials, and color of the principal structure


OTHER RELATED ISSUES:

16.50.010.4. - Establishment.
Establishment or expansion of a lawful accessory dwelling use shall be subject to the following requirements:

1. Not more than one accessory dwelling use shall be permitted for each single-family dwelling in the districts where allowed by the Matrix: Use Permissions and Parking Requirements, subject to all requirements of this section.

2. An accessory dwelling use shall not be permitted before construction of the principal building has commenced or a lawful principal use is established.

3. An accessory dwelling use shall be subordinate to the principal use as to location and site orientation, height, square footage, and building coverage. Heights of garage apartments shall comply to the overall maximum heights within the district for accessory structures.

4. An accessory dwelling use shall not be utilized as a transient accommodation use as defined and regulated by this chapter.
NT-1 OVERLAY DISTRICT TO ENCOURAGE INFILL CONSTRUCTION AND NEIGHBORHOOD REVITALIZATION WITHIN THE SOUTH CRA DISTRICT OR SPECIFIC NEIGHBORHOODS.

NEED TO DISCUSS WHY THIS OVERLAY IS APPROPRIATE TO SPARK INVESTMENT INTO THE SOUTH CRA.

THE OVERLAY DISTRICT WILL SUNSET AFTER A 5 YEAR PERIOD UNLESS RENEWED FOR AN ADDITIONAL 5 YEAR PERIOD.

(CODE 1992, § 16.50.010.4; ORD. NO. 876-G, § 24, 2-21-2008)


In the NT-i district, single-family homes are the primary intended use. Accessory dwelling units, such as garage apartments, are allowed, subject to compliance with standards regulating minimum lot size, building setbacks, parking and other applicable requirements. The design guidelines are intended to ensure compatibility with the existing character and pattern of these neighborhoods by requiring compatible building design and limiting the locations of driveways to certain areas of the property.

This overlay district will be in place from adoption date for a period of 5 years.

MAXIMUM BUILDING POTENTIAL:

Keep as is with the exception of MINIMUM LOT SIZE: Lots that were originally platted shall be considered to meet minimum lot size without a need for a variance.

SETBACKS: KEEP AS IS BUT UTILIZE THIS SECTION to allow variations to setbacks to be constant with the surrounding neighborhood context.

16.20.010.10. - Setbacks consistent with established neighborhood patterns.

There are building setback characteristics of existing neighborhoods related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, and alignment of buildings along the block face. Minimum yard setback characteristics of neighborhoods may differ from the requirements of this district. The POD may approve, without a variance, residential development that meets setback characteristics and standards of a neighborhood having boundaries defined by an accepted neighborhood plan OR based on the visual measurements of the POD.

Approval shall be based on the following:

1. Front and side yard setbacks will be based on predominant building setbacks established in the block in which the development is proposed.
2. Evaluation of building setbacks will also consider the pattern of building setbacks on the blocks adjacent to the block in which the development is proposed.

This approval shall follow the procedures for streamline approvals of variances.


BUILDING DESIGN:

Building and parking layout and orientation. KEEP THE SAME NT-1 DOES NOT REQUIRE GARAGES TO FACE THE ALLEY

1. For nonresidential uses, all service areas and loading docks shall be located behind the front facade line of the principal structure.

2. All mechanical equipment and utility functions (e.g. electrical conduits, meters and HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.

Vehicle connections.

1. The following vehicle connection regulations are required for properties located within NT-2, NT-3 or NT-4 and are recommended for properties located within NT-1. Access for new garages and driveways shall be designed to take advantage of the first available alternative in the following prioritized list:
   a. Driveways and garage doors shall face the alley;
   b. Where no alley exists, driveways and garage doors shall face the side street and shall be restricted to the rear one-third of the lot;
   c. Where access via the rear third of the lot is not possible, driveways and garage doors shall be permitted within the front two-thirds of the lot facing the side street;
   d. In the absence of an alley and a side street, a single lane width curb cut and driveway shall be allowed which shall be located to the side of the principal structure. Parking shall be allowed only behind the front façade line of the principal structure.

2. Not more than one curb cut shall be allowed for each property except as follows:
   a. Where the property is abutting a major street identified on the Future Major Streets Map within the Comprehensive Plan; and
   b. Where in accordance with the access requirements of this section, the only available access point is from the major street; and
   c. Where a circular driveway and second curb cut is necessary to permit vehicles to enter and exit the major street in a forward motion. Pursuant to this section, a second curb cut shall only be approved for the purpose of improved traffic safety and shall not be approved for other ancillary uses, such as access to accessory parking spaces or the maneuvering of domestic equipment.

Porches and Pedestrian connections.

1. All exterior porches shall be additive to the body of the primary structure—a separate roof line which is of a letter height than the main structure shall be utilized. (See diagram)

2. Principal entries shall include a porch, portico or stoop, with a minimum usable depth of six feet (between the exterior plane of the main house and the interior side of railings or porch columns) and 48 square feet of total floor area.
3. Principal entries to a structure shall be connected to the public sidewalk and the curb of the primary street with a sidewalk. The Primary entry door shall be visible from the sidewalk and shall be in the front plane of the building or no more than 6 feet behind the front plane if recessed into an entry alcove.

4. The design and detailing of porches, stoops or other entry features shall be consistent with the architectural style of the house.

Building and architectural design standards. All buildings should present an inviting, human scale facade to the streets, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest.

Building style.

1. New construction shall utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies. (Insert referral to pattern book being created)

2. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.

3. In new construction and renovations building form, architectural fenestration, trim and detailing shall remain consistent with the identifiable architectural style selected for the structure.

Building form.

1. The front and street side of a building shall be designed to give the appearance of an elevated floor at least 15 inches above grade level. Where slab on grade construction is proposed, this requirement can be satisfied by utilizing a raised front entry porch, elevated windows, doors and wall heights. (Illustrate)

2. Buildings should create a width to height ratio of no more than 1:1. Buildings that exceed the width to height ratio of 1:1 shall feature architectural fenestration creating a bay system that divides the building design into a maximum ratio of 1:1. This may be done through pilasters, arcades, building line and roof line offsets, materials and other appropriate architectural features. This applies to front and all side facades

ARCHITECTURAL APPEARANCE SHALL BE REQUIRED ON THE FRONT FACADE AND STREET SIDE FACADES ONLY Wall composition. Wall composition standards ensure that ground level storefronts and multifamily and single family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest.

1. Doors, windows and other appropriate fenestration shall be incorporated into all sides of a building. There shall be no blank facades. For multi-story buildings, no portion of a facade corresponding to the height between two floors shall contain a blank area greater than 16 feet in width. (Insert referral to pattern book being created)

2. At least 30 percent of primary and secondary street facades shall consist of fenestration. At least 20 percent of interior side and rear facades shall have fenestration. At least two thirds of the fenestration shall be transparent (i.e., window glass). One third may consist of trim work, shutters, brackets and other architectural features. Entry doors shall be counted toward fenestration if side panel or decorative windows are provided. Garage doors are not fenestration on street facing facades.
Structures which are situated on corner lots, through lots, or, by the nature of the site layout have a facade which is clearly visible from rights of way, shall be designed with full architectural treatment on all sides visible from rights of way. Full architectural treatment shall include roof design, wall materials, architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. Windows on the street side facades shall be evenly distributed in a consistent pattern.
2. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.
3. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian.

1. Garage doors facing the primary street:
   a. Shall be located at least ten feet behind the front facade line of the principal structure.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure and shall have decorative garage doors.

2. Garage doors facing a non-primary side street, where adjoining side yard abuts another property's front yard:
   a. Shall be one or two single bay garage doors. Double garage bay doors are prohibited.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure.
   c. Shall be decorative garage doors.

Building materials. Building material standards protect neighboring properties by holding the building’s value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.

1. Building materials shall be appropriate to the selected architectural style and shall be consistent throughout the structure. (Insert referral to pattern book being created)

Accessory structures and equipment. Accessory structures shall reinforce the pedestrian character of the City. Above-ground utility and service features shall be located and designed to reduce their visual impact upon the streetscape.

1. Detached accessory structures, such as garages, garage apartments and sheds over 100 square feet, shall be consistent with the architectural style, materials, and color of the principal structure.

45' Width Parcels

**NT-1**

Height up to 18'
No Alley

<table>
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926
1262
127

Sq.ft of lot: 5715
Front: 25'
Side: 10% lot width
Rear: 10'
Buildable area: 3312
%building coverage: = .579

**NT-1,2**

Height up to 24'+
No Alley

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21
12
62

Sq.ft of lot: 5715
Front: 35'
Side: 12'
Rear: 30'
Buildable area: 1302
%building coverage: = .229

### NT-1

Height up to 18'
Alley < 16

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%building coverage: = .579

### NT-1,2

Height up to 18'-24'
Alley < 16

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21
12
62

Sq.ft of lot: 5715
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Side: 12'
Rear: 30'
Buildable area: 1302
%building coverage: = .229

### NT-1

Height up to 18'
Alley < 16

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926
1262
127

Sq.ft of lot: 5715
Front: 25'
Side: 10% lot width
Rear: 10'
Buildable area: 3312
%building coverage: = .579

### NT-1,2

Height up to 24'+
Alley < 16

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21
12
62

Sq.ft of lot: 5715
Front: 35'
Side: 12'
Rear: 30'
Buildable area: 1302
%building coverage: = .229
45' Width Parcels

NT-1
Height up to 18'
Alley ≥ 16

NT-1,2
Height up to 18'-24'
Alley ≥ 16

NT-1,2
Height up to 24'+
Alley ≥ 16

Sq.ft of lot: 5715
Front: 25'
Side: 10% lot width
Rear: 6'
Buildable area: 3456
%building coverage: = .605

Sq.ft of lot: 5715
Front: 25'
Side: 6'
Rear: 6'
Buildable area: 3168
%building coverage: = .554

Sq.ft of lot: 5715
Front: 35'
Side: 12'
Rear: 20'
Buildable area: 1512
%building coverage: = .265
50' Width Parcels

NT-2
Height up to 18'
No Alley

NT-1,2
Height up to 24'+
No Alley

NT-1,2
Height up to 24'+
No Alley

Sq.ft of lot: 6350
Front: 25'
Side: 10% lot width
Rear: 10'
Buildable area: 3772
%building coverage: = .594

Sq.ft of lot: 6350
Front: 25'
Side: 6'
Rear: 10'
Buildable area: 3496
%building coverage: = .55

NT-2
Height up to 18'
Alley < 16

NT-1,2
Height up to 18'-24'
Alley < 16a

NT-1,2
Height up to 24'+
Alley < 16

Sq.ft of lot: 6350
Front: 25'
Side: 10% lot width
Rear: 10'
Buildable area: 3772
%building coverage: = .594

Sq.ft of lot: 6350
Front: 25'
Side: 6'
Rear: 10'
Buildable area: 3496
%building coverage: = .55

Sq.ft of lot: 6350
Front: 35'
Side: 12'
Rear: 20'
Buildable area: 1872
%building coverage: = .295
50' Width Parcels

NT-2
Height up to 18'
Alley ≥ 16

NT-1.2
Height up to 18'-24'
Alley ≥ 16

NT-1.2
Height up to 24'+
Alley ≥ 16

50

50

50

25

25

25

41

41

41

96

96

96

127

127

127

4.5

4.5

4.5

6

6

6

96

96

96

127

127

127

%building coverage: = .62

%building coverage: = .574

%building coverage: = .295

Sq.ft of lot: 6350
Front: 25'
Side: 10% lot width
Rear: 6'
Buildable area: 3936

Sq.ft of lot: 6350
Front: 25'
Side: 6'
Rear: 6'
Buildable area: 3648

Sq.ft of lot: 6350
Front: 35'
Side: 12'
Rear: 20'
Buildable area: 1872
60' Width Parcels

NT-2
Height up to 24'
No Alley

NT-1,2
Height 24'+
No Alley

Square footage of lot: 7620
Front: 30'
Side: 7.5'
Rear: 10'
Buildable area: 4140
%building coverage: = .543

Square footage of lot: 7620
Front: 40'
Side: 16'
Rear: 30'
Buildable area: 2576
%building coverage: = .338

NT-2
Height up to 24'
Alley < 16

NT-1,2
Height 24'+
Alley < 16a

Square footage of lot: 7620
Front: 30
Side: 7.5'
Rear: 10'
Buildable area: 
%building coverage: =

Square footage of lot: 7620
Front: 40'
Side: 16'
Rear: 20'
Buildable area: 
%building coverage: =
50' Width Parcels

NT-2
Height up to 24'
Alley ≥ 16

NT-1,2
Height 24'+
Alley ≥ 16

```
60

30

45

7.5

96

7.5

127

7.5
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Sq.ft of lot: 7620
Front: 30'
Side: 7.5'
Rear: 7.5'
Buildable area:
%building coverage: =

```
60

40

28

16

96

16

20

16

127

7.5
```

Sq.ft of lot: 7620
Front: 40'
Side: 16'
Rear: 20'
Buildable area:
%building coverage: =
OLD NORTHEAST ANALYSIS
Nov. 14, 2016

Existing Housing Stock

Area included: 8 blocks, north and south sides, 75 single family, 26 multi-family

Of the total 101 houses:

- 38 or 38% have an FAR greater than .45
- 25 or 25% have an FAR greater than .50
- 23 or 23% have a Bldg. Envelope greater than .35
- 11 or 11% have a Bldg. Envelope greater than .40

Average FAR: .44   Average Bldg Envelope: .32
Median FAR: .43   Median Bldg Envelope: .31

Of the 75 single family houses:

- 19 or 25% have an FAR greater than .45
- 11 or 15% have an FAR greater than .50
- 7 or 9% have an FAR greater than .55
- 4 or 5% have an FAR greater than .60
- 2 or 3% have an FAR greater than .65
- 13 or 18% have a Bldg. Envelope greater than .35
- 6 or 8% have a Bldg. Envelope greater than .40
- 3 or 4% have a Bldg. Envelope greater than .45

Average FAR: .41   Average Bldg Envelope: .31
Median FAR: .39   Median Bldg Envelope: .30

New Construction> - Sample of 12 Large Single Family Houses

Of the total 12 houses:

- All or 100% have an FAR greater than .60
- 9 or 75% have an FAR greater than .65
- 6 or 50% have an FAR greater than .70
- 2 or 17% have an FAR greater than .75
- 1 or 8% have an FAR greater than .85

Of the 10 houses for which we have data:

- 8 or 80% have a Bldg. Envelope greater than .35
- 6 or 60% have a Bldg. Envelope greater than .40
- 4 or 40% have Bldg. Envelope greater than .45

Average FAR: .71   Average Bldg Envelope: .42
Median FAR: 71     Median Bldg Envelope: .43
### OLD NE FAR/BLDG ENVELOPE ANALYSIS

**Nov. 14, 2016**

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| 11th Ave NE |
| 300 Block |
| 11 Properties |
| MEDIAN  | 0.36 | 0.24  | 0.35          | 0.23             |
| 301     | 0.73 | 0.36  | 60x87         | 5220             | 3814     | MF        |
| 317     | 0.52 | 0.35  | 60x127        | 7620             | 3970     | MF        |
| 325     | 0.22 | 0.22  | 70x127        | 8890             | 1956     | SF^2      |
| 335     | 0.24 | 0.24  | 50x127        | 6350             | 1548     | SF^2      |
| 345     | 0.36 | 0.23  | 46x64         | 2944             | 1049     | MF        |
| 351     | 0.47 | 0.47  | 79x64         | 5056             | 2401     | SF^2      |
| 302     | 0.45 | 0.38  | 50x127        | 6350             | 4396     | MF        |
| 316     | 0.69 | 0.38  | 50x127        | 6350             | 4396     | MF        |
| 326     | 0.32 | 0.32  | 2              | 50x127            | 6350     | 2034      | SF^2      |
| 334     | 0.35 | 0.35  | 60x127        | 7620             | 2678     | MF        |
| 348     | 0.23 | 0.23  | 36x127+1\*    | 5790             | 1340     | SF        |

| 13th Ave NE |
| 400 Block |
| 12 Properties |
| MEDIAN  | 0.51 | 0.36  | 0.295         | 0.29             |
| 405     | 0.32 | 0.32  | 0.21          | 0.21             | 60x110   | 6600      | 2108      | SF         |
| 415     | 0.53 | 0.35  | 60x110        | 6600             | 3498     | MF        |
| 425     | 0.42 | 0.28  | 60x110        | 6600             | 2774     | MF        |
| 435     | 0.6  | 0.33  | 60x110        | 6600             | 3968     | MF        |
| 445     | 0.39 | 0.39  | 0.29          | 0.29             | 60x110   | 6600      | 2588      | SF         |
| 455     | 0.61 | 0.38  | 60x110        | 6600             | 3994     | MF        |
| 406     | 0.53 | 0.31  | 60x127        | 7620             | 4070     | MF        |
| 416     | 0.36 | 0.36  | 0.26          | 0.26             | 60x127   | 7620      | 2775      | SF         |
| 426     | 0.29 | 0.29  | 0.29          | 0.29             | 60x127   | 7620      | 2191      | SF         |
| 436     | 0.52 | 0.52  | 0.3           | 0.3              | 60x127   | 7620      | 3943      | SF         |
| 446     | 0.51 | 0.18  | 60x127        | 7620             | 3906     | MF        |
| 456     | 1.44 | 0.73  | 60x127        | 4320             | 6204     | MF 10+ Unit Apt |

13th Ave NE 500 Block
### 13 Properties

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**NEW CONSTRUCTION EXAMPLES**

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| 117 18th Ave NE | 0.64 | 0.64 | 0.38 | 0.38 | 50x125 | 6250 | 3980 | SF |
| 225 17th Ave NE | 0.66 | 0.66 | 0.35 | 0.35 | 60x110 | 6650 | 4352 | SF |
| 201 9th Ave NE  | 0.78 | 0.78 | 0.49 | 0.49 | 60x127 | 7620 | 5921 | SF |
| 305 12th Ave NE | 0.89 | 0.89 | 0.48 | 0.48 | 40x127 | 5080 | 4524 | SF |
| 168 13th Ave NE | 0.7  | 0.7  | 0.35 | 0.35 | 60x127 | 7620 | 5319 | SF |
| 712 16th Ave NE | 0.75 | 0.75 | 0.5  | 0.5  | 60x110 | 6600 | 4919 | SF |
| 145 18th Ave NE | 0.7  | 0.7  | 0.36 | 0.36 | 62x110 | 6620 | 4750 | SF |
| 525 15th Ave NE | 0.71 | 0.71 | 0.44 | 0.44 | 60+x110 | 6600+ lot | 4713 | SF |
| 345 21st Ave NE | 0.71 | 0.71 | 0.46 | 0.46 | 60x110 | 6600 | 4718 | SF |
| 215 9th Ave N  | 0.64 | 0.64 | 0.41 | 0.41 | 45x128 | 5760 | 3724 | SF |
| 2320 1st St N  | 0.71 | 0.71 |       |       |       | 6360 | 4530 | SF |
| 625 19th Ave NE | 0.64 | 0.64 |       |       | 66x100 | 6600 | 4236 | SF |
Liz and Kathryn,

Attached is the spreadsheet and analysis that we discussed at our meeting this morning. We very much appreciate you taking the time to meet with us, and to go over our findings regarding mass and scale of new and existing construction as well as Bob’s overview of the Traditional Neighborhoods section of the LDRs. It is reassuring to know that our concerns are understood and being taken into consideration.

Many thanks!
Robin
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### HISTORIC KENWOOD NEIGHBORHOOD

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### NEW CONSTRUCTION

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**FINDINGS:**

FARs and ISRs are much lower than anticipated. Make sure that 1 story houses are not penalized by numbers geared toward 2 story as 1 story is desirable form a contextual approach utilize incentives to keep existing houses and add on versus making it easier to demo and rebuild.

sort of 2 story but still property line to property line and very poor design 2 have been built in the neighborhood

1 story property line to property line but fits context well due to good design. Has sold twice since being built both sellers noted lack of yard
Liz,

I appreciate your follow up. I greatly admire you and your staff for stepping out in front of the general public like you have and opening up the code book for interpretation and assessment. It's definitely not easy to do.

My statements were made in a hypothetical format. I based my impervious surface comments based on a lot that we have purchased on 3rd Ave S in Palmetto Park. It is a 45’ x 127’ buildable lot where we will be proposing a 1,578 sq ft bungalow with an attached two car garage. My impervious surface on that plan is 49.43% Whereas, a two story plan, like the Egret and detached garage, would have a 32.49% impervious surface area. I understand that the NT-2 guidelines allow up to 65% impervious, but I wanted to disclose the differences in ratios for the public concerned about the impervious areas.

As for the detached garage comments, it was based on our experience dealing with lot fits in mainly Roser Park/Ingleside, Historic Uptown, Historic Kenwood and Euclid St Paul. For example, if I tried to build that same bungalow with a detached garage at 2300 9th Ave N (which some of the public specifically brought to attention), I would be 10’ too long to meet all NT-2 setbacks. On any lot 118’ and less with a 16’ alley, I cannot fit that 1,578 sq ft bungalow with a detached garage.

Like I said, my comments were made more in a hypothetical setting, but these lots show the adverse effects on building a bungalow style house. Please let me know if you have any other questions.

Thank you,

Blake Frazier

Domain Homes, Inc.
5701 S MacDill Ave
Tampa, FL 33611
Mobile: 813-508-6635

On Thu, Sep 29, 2016 at 1:38 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Can you send me an example of a NT lot that you are having trouble fitting the detached garage within the setbacks?
I want to evaluate that further to determine if we can consider a reduction in rear yard, perhaps establish a minimum back-out distance from the face of the garage to the alley (22 feet), so it would be dependent on the alley width. We allow 6-foot setback now with a 16-foot alley = 22 feet. If there is a 15-foot alley, setback goes to 10 feet, which is 25-feet back-up

thanks

Liz

Your Sunshine City
thank you, Liz, I believe that's the one I'm waiting on (I have no other independent text amendments)... I'll cross my fingers for January 19th, but if you can think of anything else we can do to help the cause of the text amendment being adopted, please don't hesitate to let me know.

In addition, we have plans to beautify the property, but of course, are waiting to find out what the city will require us to do.

Thanks again for the quick response!

---

On Fri, Jan 6, 2017 at 3:34 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

If you are processing an independent text amendment, that is handled by Derek's team.

Regarding the proposed changes that staff is initiating to the NS and NT zoning districts, we are presenting at a City council workshop on 01/19. The hearing schedule will depend on how that goes. The soonest the public hearings will start is March, with adoption in April.

Thanks!
--Liz

-----Original Message-----
From: Brian Wedlake <catoholdings@gmail.com>  
Sent: Friday, January 06, 2017 3:29 PM  
To: Elizabeth Abernethy  
Subject: 445 7th Ave north text amendment  

Hi Liz,

Happy New Year... just wanted to confirm the next meeting date with you for our proposed text amendment (Rich Allison's former 6 unit bldg on Round Lake), I'm anxious to get our application for reinstatement submitted, but of course, will need the amendment to go through.

Brian Wedlake  
323.377.5811  
Sent from my iPhone

Your Sunshine City<http://www.stpete.org/vision>
--

Brian Wedlake
VP of Business Development
Cato Holdings, LLC
323.377.5811
CatoHoldings@gmail.com
Rebecca et al,

St Pete Sustainability Council wants to showcase the tree effort this year (and beyond) in our work with Sharon Wright and as part of the STAR program, where we hope to accomplish the 3rd phase we've all felt was very important for tree protection and urban forest development going forward.

Certainly the LDR's are a factor in tree plantings and protection, so we should all be participating in both.

Hope to see some of you tonight at the CLNA calling all neighborhoods meeting.

Cathy Harrelson
President
St. Petersburg Sustainability Council
727-415-8805
charrelson.spsc@gmail.com

"We cannot just add sustainable development to our current list of things to do but must learn to integrate the concepts into everything that we do." The Dorset Education for Sustainability Network

On Wed, Feb 17, 2016 at 10:53 AM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Any of you interested in providing feedback on our design regulations are welcome to participate.

This effort is not related to your third phase, you should be working with Sharon Wright on that effort.

Thanks!

--Liz
February 17, 2016

Dear Liz

Thanks for letting us know

I am sure any of us that worked with you and your department on the revised tree ordinance will be happy to help on this new initiative if you need a citizens advisory group.

I wonder if this new initiative will be done in place of a THIRD phase for issues identified by the working group on the tree ordinance, such as

A city wide replanting project (no net loss of trees!)

A city wide survey of our existing tree canopy

A city wide educational program on value of trees

Thanks for your time on this. Sorry you wont be at this meeting tonight since there are many people in the neighborhoods that are upset over the continuing loss of trees.

Rebecca

Rebecca Falkenberry, CTA, ATC, DS

Brownell Travel, A Virtuoso Agency

301 Second Street North, Unit 18, St. Petersburg, Florida 33701

Office: 727-954-8252 NEW FAX: 205-803-0370

OFFICE HOURS: Monday through Thursday, 9 am to 5 pm, Eastern. Fridays by appointment.

www.brownelltravel.com
FYI

We will be initiating a review of our Residential LDRs this year, similar to what we did last year for the Tree & Landscape code requirements.

We will be focusing on the residential design standards.

See attached info.

Thanks!

--Liz
Dear Neighbors,

We had a great turnout at our last meeting and I hope to see even more at our next! Quite a few neighbors have expressed concerns about the new construction going on throughout our neighborhood. We have invited Rick Dunn with the city's construction services and permitting department to do a Q and A.

We will meet on February 17th at 6pm at the TASCÖ center located at 1320 5th St N. Rick asked that we provide a list of questions prior to the meeting so he can better prepare. Please feel free to respond to this email with your questions.

This is an open meeting so please feel free to invite any friends or neighbors from around our city.

Thank You,

Drew Glaser

Cathy Harrelson
President
St. Petersburg Sustainability Council
727-415-8805
chatrelson.spsc@gmail.com

"We cannot just add sustainable development to our current list of things to do but must learn to integrate the concepts into everything that we do." The Dorset Education for Sustainability Network

Your Sunshine City
Hello Ms. Abernethy,
We appreciate your attention to our concerns and for listening to our suggestions.

We’re hoping that you might be willing to review proposed plans for upcoming new construction on two lots in Historic Kenwood. Based upon the posted renderings (on Zillow) of the proposed design for the homes, we believe the design is non-conforming with some of the NT 2 zoning regulations. Modern Tampa Bay Homes is the builder. Noted below are the property addresses and our concerns regarding the proposed design as reflected on the Zillow website:
-2423 2nd Avenue North: posted design shows that the home will be built slab on grade, has a small front stoop, varying sized windows without decorative elements as described in the code.
-2214 2nd Avenue North: posted design depicts a small front porch with windows and placement non-conforming to the regulations. It does appear to have the required raised foundation.

If possible, myself and long term Historic Kenwood resident, leader and architect Bob Jeffrey would like to meet with you to discuss our concerns and the opportunity for the City to work with this builder before ground is broken to assure NT-2 design elements are incorporated into the plans. When is a good day/time for us to meet?

Thank you for your consideration.
With Regards,
Brenda Gordon
Historic Kenwood Neighborhood Association President
email: darbreg@aol.com
cell phone: 813-712-0796

In a message dated 3/16/2016 8:49:45 A.M. Eastern Daylight Time, Elizabeth.Abernethy@stpete.org writes:
Thank you for your additional suggestions. I will share this with my director.

Sent from my iPhone

On Mar 14, 2016, at 5:50 PM, "Darbreg@aol.com" <Darbreg@aol.com> wrote:

Hello Ms. Abernethy,

Thank you for reviewing our letter of concern outlining specific zoning variances of certain new construction homes in Historic Kenwood. I appreciate your action plan and have shared with our Board and will share with our general membership. Hopefully communicating the zoning expectations and use of checklists by developers and staff will improve design compliance.

Regarding budget approval for an additional planning position next year to assist with the additional workload, perhaps in-house personnel realignments could be considered for implementation now until such time as the budget process is completed? The level of concern voiced in our neighborhood as well as by those in other traditional neighborhoods would seem to make this a high priority to allocate staff to this issue now.

We appreciate that there is a plan to implement a compliance inspection. However, we question the usefulness of waiting until the Certificate of Occupancy is to be awarded before conducting this inspection. If staff wait until it’s time to issue the C.O., it seems the likelihood that an egregious variance (such as building slab on grade or failure to follow NT 2 design standards) will be remedied will be quite low.
We look forward to participating in the upcoming Neighborhood Traditional zoning workshops.

With regards,
Brenda Gordon
President, HKNA

In a message dated 3/8/2016 3:04:43 P.M. Eastern Daylight Time, Elizabeth.Abernethy@stpete.org writes:

Ms. Gordon,

As I follow-up, see attached my analysis and action plan, which responds to many of your concerns.

Since starting in my position in September 2015, I have been working diligently to make many improvements to the many tasks my team performs.

Consistency of review and compliance with our standards are a high priority, and to that end, we are committed to continuing to make improvements.

I hope that you will participate in our review of the standards, and continue to provide feedback.

Best regards,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.
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I hope that you will participate in our review of the standards, and continue to provide feedback.

Best regards,
Hello Ms. Abernethy,

I am the new President of the Historic Kenwood Neighborhood Association and have written a letter to you (attached) on behalf of our Association regarding concerns we have that NT-2 zoning regulations are not consistently followed with new construction in our neighborhood.

We very much would like to work collaboratively with you to assure projects moving forward meet the minimum standards required by the NT-2 zoning regulations.

Thank you for your review of this letter.

With Regards,

Brenda Gordon
President, HKNA

P.O. Box 15134
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Thank you for your review of this letter.

With Regards,

Brenda Gordon
President, HKNA
P.O. Box 15134
St. Petersburg, Florida 33733

e-mail: darbreg@aol.com

cell phone: 813-712-0796

Your Sunshine City
Here are some of the questions/concerns the neighbors had.

How are special variances obtained for removing large trees and setbacks.

How is architectural design decided for each neighborhood.

Concerns over too large of homes being built on smaller lots.

Concerns over construction sites not being secured and lack of oversight.

Please let me know if this helps.

Thank You,
Drew Glaser
From: Drew Glaser [mailto:dglaser@smithandassociates.com]
Sent: Wednesday, February 17, 2016 8:55 AM
To: Elizabeth Abernethy
Subject: Crescent Lake Meeting Tonight

Elizabeth,

I am Drew Glaser the President of The Crescent Lake Neighborhood Association. I spoke with Rick Dunn yesterday and was told he will not be able to attend our meeting but that you will be attending. Please let me know if this will be the case. We were really counting on someone from the city being there.

Thank You,

Drew Glaser

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Your Sunshine City

NOTICE: This e-mail and any files transmitted with it may contain confidential information, and are intended solely for the use of the individual or entity to whom they are addressed. Any retransmission, dissemination or other use of the information by persons other than the intended recipient or entity is prohibited. If you receive this e-mail in error please contact the sender by return e-mail and delete the material from your system. Thank you.
Comments:

Regarding domestic equipment in the rear yard: The city code should not place additional regulation on where residents can store domestic equipment. The city code already places significant restrictions on what may or may not be seen in the front yard, and side yard locations. As a property owner, my backyard is my business, and not the city’s.

The example photo showed an RV behind a 6-foot vinyl fence. Only the top two or three feet of the RV is visible from the adjoining property. In Shore Acres and Snell Isle, it is not unusual for a 1950’s home, which is less than 12’ high, to be right next to a 36-foot high single family structure. The air conditioner and water heater units for these homes are usually mounted on the side of the home, much taller than this RV shown in the example.

The citizens who initiated this issue, should be allowed to increase the height of their vinyl fencing if they so choose, but they have no right to regulate a neighbor’s use of his or her property. If the complaining homeowner wished, they could plant a few Areca palms (Dypsis lutescens) to shield their view of the RV. In two years, they would never know it was there.

Although the slide was only up for a moment, it appeared that St. Petersburg’s LDR codes were more restrictive than Clearwater and City of Tampa. I would recommend staff contact the City of Tampa to learn if that city has a smoother interaction with the residents regarding the storage of domestic equipment. We are a city surrounded by water. Many residents enjoy getting out on the water, but are unable to store their vessel without running afoul with City Code Enforcement staff. James (City of St. Petersburg Code Enforcement Staff), attended the meeting and did a great job articulating the challenges of code enforcement.
Regarding the height measurement: It only makes sense to increase the maximum height of a residential structure to match the increase in design flood elevation. When presenting this to Council, I strongly recommend showing the “pre-2012” FEMA elevation, as well as the current AE and V elevations on the graphic. It is important for Council to understand the ramifications of their actions to agree to raising this elevation incrementally. Noah Taylor already has this graphic and can readily provide.

Regarding Additional finishes should not be required on the ground elevation. The increase in elevation alone adds tens of thousands of dollars to home construction costs, and has devalued structures built according to code at lower elevations. Any additional finishes below this elevation would likely be destroyed in a storm, so if we are really interested in reducing flood exposure, no fancy finishes should be required.
John,

At the meeting at Robin Reed’s on Tuesday you mentioned that the City of St. Petersburg Planning and Economic Development is considering a “footprint” restriction for structures in residential districts. I have attached some excerpts from the Evanston, Illinois zoning ordinance that uses impervious surface area to restrict the bulk of a house and pavement on a lot. I hope this may be of help in your discussions with the group looking into ordinance revisions.

Doug Gillespie  
145 10th Ave. N.  Unit 9  
St. Petersburg, FL  33701  
773 405 0360
granting of a certificate of zoning compliance and restoration is actually begun within one (1) year after the date of such damage or destruction and is diligently pursued to completion. In no event shall any damage or destruction to such a structure by means within the control of the owner be repaired or restored except in accordance with Section 6-6-5-2.

6-6-6. - VARIATIONS PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a variation was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such variation.

6-6-7. - SPECIAL USES PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a special use was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such special use.

CHAPTER 7 - ZONING DISTRICTS AND MAP
SECTION:

6-7-1. - DISTRICTS.
In order to carry out the purposes of this Title, the City of Evanston is hereby divided into the following zoning districts:

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(Ord. 71-8-05)

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<th>(B) Business districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 Business district</td>
</tr>
<tr>
<td>B2 Business district</td>
</tr>
<tr>
<td>B3 Business district</td>
</tr>
<tr>
<td>B1a Business district</td>
</tr>
</tbody>
</table>

(Ord. 136-6-05)

<table>
<thead>
<tr>
<th>(C) Commercial districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Commercial district</td>
</tr>
<tr>
<td>C1a Commercial mixed use district</td>
</tr>
<tr>
<td>C2 Commercial district</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(D) Downtown districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 Downtown fringe district</td>
</tr>
<tr>
<td>D2 Downtown retail core district</td>
</tr>
<tr>
<td>D3 Downtown core development district</td>
</tr>
</tbody>
</table>
4. The number of clients on the subject property at any one (1) time and per day;
5. The hours of operation;
6. The hours during which pick up and delivery are permitted;
7. The manner in which utilities and other services are provided to the area;
8. Sources of noise, vibrations, smoke, dust, odor, heat, glare, or electrical interference with radio or television transmission to the area;
9. Exterior alterations to the residential appearance of the subject property, including, but not limited to, creating a separate or exclusive office entrance, signage or other advertising or display to identify the office, fencing, and outdoor storage; and
10. The taxable value of buildings and land on, and within the vicinity of, the subject property.

(D) If the City Council grants the special use, the property owner, or his or her agent, shall provide the Cook County assessor's office with appropriate documentation of the nonresidential use of the subject property. Including, but not limited to, the amount of floor area devoted to nonresidential use. The property owner, or his or her agent, shall cause to be placed on file in the office of the zoning division a copy of the above described document. Said document and copy shall be received by the Cook County assessor's office and zoning division before the City may issue a final certificate of occupancy for the nonresidential use.

(Ord. 88-0-09)

6-8-1-12. - TOWNHOUSE ORIENTATION.

Single-family attached dwelling units, commonly referred to as townhouses, shall have frontage on a public street.

(Ord. 95-0-09)

DISTRICT REQUIREMENTS

FOOTNOTE(S):
--- (5) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (6) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (7) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (8) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (9) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (10) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (11) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.

6-8-2. - R1 SINGLE-FAMILY RESIDENTIAL DISTRICT.

6-8-2-1. - PURPOSE STATEMENT.

The R1 single-family residential district is intended to provide for single-family development at the lowest density within the City, and to preserve the present physical character of that area while allowing for Infill development.

(Ord. 43-0-93)

6-8-2-2. - APPLICABILITY OF OVERLAY DISTRICTS.

The provisions of the residential estate overlay district as set forth in Section 6-15-12, "OR Residential Estate Overlay District," of this Title may apply to development in the R1 single-family residential district. Refer to the City of Evanston zoning map for the exact location of the OR overlay district.

(Ord. 43-0-93)

6-8-2-3. - PERMITTED USES.

The following uses are permitted in the R1 district:

Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Dwelling — single-family detached.

Dwelling — two-family (when located in a historic district designated by the Evanston preservation commission and constructed prior to the effective date hereof).
Educational institution — public.
Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).

Park.

Playground.

Residential care home — category I (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
6-8-2-4. - SPECIAL USES.

The following uses may be allowed in the R1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

- Bed and breakfast establishments (subject to the general requirements of Section 6-4-7, "Bed And Breakfast Establishments," of this Title).
- Cemetery.
- Child residential care home.
- Cultural facility.
- Daycare center — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
- Daycare center — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
- Education institution — private.
- Planned development (subject to the requirements of Section 6-8-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
- Public utility.
- Religious institution.
- Residential care home — category II (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
- Transitional treatment facility — category I (subject to the general requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

6-8-2-5. - LOT SIZE.

The minimum lot size in the R1 district is seven thousand two hundred (7,200) square feet, except as expressly allowed in Subsection 6-4-1-7(b) of this Title.

6-8-2-6. - LOT WIDTH.

The minimum lot width in the R1 district is thirty-five (35) feet.

6-8-2-7. - BUILDING LOT COVERAGE.

The maximum lot coverage in the R1 district is thirty percent (30%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

6-8-2-8. - YARD REQUIREMENTS.

The minimum yard requirements for the R1 district are as follows:

<table>
<thead>
<tr>
<th>(A) Residential structures:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
<td>Twenty-seven (27) feet; parking prohibited</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
<td>Fifteen (15) feet; parking prohibited</td>
</tr>
<tr>
<td>3. Side yard</td>
<td>Five (5) feet</td>
</tr>
<tr>
<td>4. Rear yard</td>
<td>Thirty (30) feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(B) Nonresidential structures:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
<td>Twenty-seven (27) feet for building; parking prohibited</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
<td>Fifteen (15) feet for building; parking prohibited</td>
</tr>
<tr>
<td>3. Side yard</td>
<td>Fifteen (15) feet for building; parking prohibited</td>
</tr>
</tbody>
</table>
3. Thirty (30) feet for building; five (5) feet for parking.

(C) Accessory uses and structures:

| 1. Front yard | Garages only, twenty-seven (27) feet |
| 2. Side yard abutting a street | Garages only, fifteen (15) feet |
| 3. Side yard | Five (5) feet |
| 4. Rear yard | Three (3) feet |

(Maximum Building Height)

(A) The maximum building height for any principal structure in the R1 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.

(B) Any building or structure legally existing as of the effective date of Ordinance 72-0-12 shall be deemed compliant with this maximum building height requirement and, with regard to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.

(Ord. 70-0-07; Ord. No. 72-012, § 2, 10-22-2012)

(ImperVIOUS SURFACE)

(A) The maximum impervious surface ratio for the R1 district is forty-five percent (45%).

(B) The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.

(C) The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surfaced, non-naturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, graveled areas, swimming pools, sidewalks, and paved recreation areas subject to the following exemptions:

1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be counted twice in the calculation of total defined net impervious surface.

2. Subject to the porch exemption of Section 6-8-2-11 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:

(a) All such structures to the extent that they are covered by a solid roof are impervious surfaces, but

(b) All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)(2)(e) through (C)(2)(f) of this Section.

(c) All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity are impervious surfaces, but

(d) All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material, regardless of whether such an area is finished with paving blocks, are pervious or impervious subject to Subsections (C)(2)(a), (C)(2)(b), (C)(2)(e) and (C)(2)(f) of this Section.

(e) All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of flooring, are impervious surfaces, but

(f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)(2)(a) through (C)(2)(d) of this Section.

3. Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.

(D) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.

(Ord. 112-9-03)

(PorCh Exemption)

Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:

(A) Fifty percent (50%) of the surface area of porches with the following characteristics:

1. Open to the air;
2. Not all weather;
3. Roofed or not roofed;
4. Screened or not screened;
5. Facing a street;
6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
7. Not separated from the street right of way by a fence with an opacity exceeding sixty percent (60%) and a height exceeding forty-eight (48) inches.

(Ord. 112-9-03)

(Access To On Site Parking)

(Ord. 43-0-93)
In the R1 district on any zoning lot served by an open alley, access to any on-site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on-site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on-site parking may be replaced even if on-site parking can access the subject property by an alley.

Ord. 112-0-03

6-8-3.1. R2 SINGLE-FAMILY RESIDENTIAL DISTRICT.

6-8-3.1.1. PURPOSE STATEMENT.

The R2 single-family residential district is intended to provide for small lot single-family development at a relatively low density and to preserve the present physical character of that area while providing for initial development.

Ord. 43-0-93

6-8-3.2. PERMITTED USES.

The following uses are permitted in the R2 district:

Daycare home — adult (subject to the general requirements of Section 6-4.3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4.2, "Child Daycare Homes," of this Title).
Dwelling — single-family detached.
Educational institution — public.
Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).
Park.
Playground.
Residential care home — category I (subject to the general requirements of Section 6-4.4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Ord. 43-0-93

6-8-3.3. SPECIAL USES.

The following uses may be allowed in the R2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Bed and breakfast establishments (subject to the general requirements of Section 6-4.7, "Bed And Breakfast Establishments," of this Title).
Cemetery.
Child residential care home.
Cultural facility.
Daycare center — adult (subject to the general requirements of Section 6-4.3, "Adult Daycare Homes," of this Title).
Daycare center — child (subject to the general requirements of Section 6-4.2, "Child Daycare Homes," of this Title).
Educational institution — private.
Planned development (subject to the requirements of Section 6-8.1.10, "Planned Developments," of this Chapter and Section 6-3.6, "Planned Developments," of this Title).
Public utility.
Religious institution.
Residential care homes — category II (subject to the general requirements of Section 6-4.4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
Transitional treatment facility — category I (subject to the general requirements of Section 6-4.5, "Transitional Treatment Facilities," of this Title).

Ord. 43-0-93 and Ord. 40-0-95

6-8-3.4. LOT SIZE.

The minimum lot size in the R2 district is five thousand (5,000) square feet, except as expressly allowed in Subsection 6-4.1.7(b) of this Title.

Ord. 70-0-07

6-8-3.5. LOT WIDTH.

The minimum lot width in the R2 district is thirty-five (35) feet.

Ord. 43-0-93

6-8-3.6. BUILDING LOT COVERAGE.

The maximum lot coverage in the R2 district is forty percent (40%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

Ord. 109-0-02

6-8-3.7. YARD REQUIREMENTS.

The minimum yard requirements for the R2 district are as follows: 
### 6-8-3-8. MAXIMUM BUILDING HEIGHT.

<table>
<thead>
<tr>
<th>(A) Residential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(B) Nonresidential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(C) Accessory uses and structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

(Ord. 43-0-93)

6-8-3-8. - MAXIMUM BUILDING HEIGHT.

(A) The maximum building height for any principal structure in the R2 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.

(B) Any building or structure legally existing as of the effective date of Ordinance 72-0-12 shall be deemed compliant with this maximum building height requirement and, with regards to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.

(Ord. 70-0-2; Ord. No. 72-0-12, §2, 10-22-2012)

6-8-3-9. - IMPERVIOUS SURFACE.

(A) The maximum impervious surface ratio for the R2 district is fifty-five percent (55%).

(B) The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.

(C) The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surfaced, nonnaturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, graveled areas, swimming pools, sidewalks, and paved recreation areas subject to the following exemptions:

1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be twice counted in the calculation of total defined net impervious surface.

2. Subject to the porch exemption of Section 6-8-3-10 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:

(a) All such structures to the extent that they are covered by a solid roof are impervious surfaces; but

(b) All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)(2)(c) through (C)(2)(f) of this Section.

(c) All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity, are impervious surfaces, but

(d) All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material regardless of whether such an area is finished with paving blocks are pervious or impervious subject to Subsections (C)(2)(a), (C)(2)(b), (C)(2)(e) and (C)(2)(f) of this Section.
All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of flooring are impervious surfaces, but

(f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)(2)(a) through (C)(2)(d) of this Section.

3. Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.

(D) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.

(Ord. 112-0-03)

6-8-3-10. - PORCH EXEMPTION.

Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:

(A) Fifty percent (50%) of the surface area of porches with the following characteristics:

1. Open to the air;
2. Not all weather;
3. Roofed or not roofed;
4. Screened or not screened;
5. Facing a street;
6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
7. Not separated from the street right of way by a fence with both an opacity exceeding sixty percent (60%) and a height exceeding forty-eight (48) Inches.

(Ord. 112-0-03)

6-8-3-11. - ACCESS TO ON SITE PARKING.

In the R2 district on any zoning lot served by an open alley, access to any on site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on site parking may be replaced even if on site parking can access the subject property by an alley.

(Ord. 112-0-03)

6-8-4. - R3 TWO-FAMILY RESIDENTIAL DISTRICT.

6-8-4-1. - PURPOSE STATEMENT.

The R3 two-family residential district is intended to provide for infill development of single-and two-family residences in moderate density neighborhoods and to preserve the present physical character of such neighborhoods.

(Ord. 43-0-93)

6-8-4-2. - PERMITTED USES.

The following uses are permitted in the R3 district:

Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Dwelling — single-family detached.

Dwelling — two-family.

Educational institution — public.

Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).

Park.

Playground.

Residential care home — category I (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

(Ord. 43-0-93)

6-8-4-3. - SPECIAL USES.

The following uses may be allowed in the R3 district, subject to the provisions set forth in Section 6-3-6, "Special Uses," of this Title:

Bed and breakfast establishments (subject to the general requirements of Section 6-4-7, "Bed And Breakfast Establishments," of this Title).

Cemetery.

Child residential care home.

Cultural facility.

Daycare center — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare center — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Educational institution — private.

Planned development (subject to the requirements of Section 6-8-1-9. "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public utility.

Religious institution.
Residential care homes — category II (subject to the general requirements of Section 6-4-4. “Residential Care Homes and Residential Residential Care Homes,” of this Title).

Transitional treatment facility — category I (subject to the general requirements of Section 6-4-5. “Transitional Treatment Facilities,” of this Title).

(Ord. 43-0-92; amd. Ord. 40-0-95)

6-8-4-4. - LOT SIZE.

The minimum lot size in the R3 district is five thousand (5,000) square feet for single-family dwellings, except as expressly allowed in Subsection 6-4-1-7(B) of this Title, three thousand five hundred (3,500) square feet per dwelling unit for two-family units and seven thousand two hundred (7,200) square feet for nonresidential uses.

(Ord. 70-0-07)

6-8-4-5. - LOT WIDTH.

The minimum lot width in the R3 district is thirty-five (35) feet.

(Ord. 43-0-93)

6-8-4-6. - BUILDING LOT COVERAGE.

The maximum lot coverage, including accessory structures, in the R3 district is forty five percent (45%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is: a) used for a “dwelling” or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

(Ord. 109-0-62)

6-8-4-7. - YARD REQUIREMENTS.

The minimum yard requirements in the R3 district are as follows:

<table>
<thead>
<tr>
<th><strong>A</strong> Residential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B</strong> Nonresidential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C</strong> Accessory uses and structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>
6-8-4-8. - MAXIMUM BUILDING HEIGHT.
(A) The maximum building height for any principal structure in the R3 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.
(B) Any building or structure legally existing as of the effective date of Ordinance 72-0-12 shall be deemed compliant with this maximum building height requirement and, with regards to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.
(Ord. 70-0-07; Ord. No. 72-0-12, §2, 10-22-2012)

6-8-4-9. - IMPERVIOUS SURFACE.
(A) The maximum impervious surface ratio for the R3 district is sixty percent (60%).
(B) The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.
(C) The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surfaced, non-naturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, graveled areas, swimming pools, sidewalks, and paved recreation areas subject to the following exemptions:
1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be twice counted in the calculation of total defined net impervious surface.
2. Subject to the porch exemption of Section 6-8-4-10 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:
   (a) All such structures to the extent that they are covered by a solid roof are impervious surfaces, but
   (b) All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)2(a) through (C)2(d) of this Section.
   (c) All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity, are impervious surfaces, but
   (d) All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material regardless of whether such an area is finished with paving blocks are pervious or impervious subject to Subsections (C)2(a), (C)2(b), (C)2(e) and (C)2(f) of this Section.
   (e) All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of floor are impervious surfaces, but
   (f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)2(a) through (C)2(d) of this Section.
   (g) Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.
(D) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.
(Or.112-0-03)

6-8-4-10. - PORCH EXEMPTION.
Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:
(A) Fifty percent (50%) of the surface area of porches with the following characteristics:
   1. Open to the air;
   2. Not all weather;
   3. Roofed or not roofed;
   4. Screened or not screened;
   5. Facing a street;
   6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
   7. Not separated from the street right of way by a fence with both an opacity exceeding sixty percent (60%) and a height exceeding forty-eight (48) inches.
(Ord. 112-0-03)

6-8-4-11. - ACCESS TO ON SITE PARKING.
In the R3 district on any zoning lot served by an open alley, access to any on site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on site parking may be replaced even if on site parking can access the subject property by an alley.
(Ord. 112-0-03)

6-8-5. - R4 GENERAL RESIDENTIAL DISTRICT.
6-8-5-1. - PURPOSE STATEMENT.
The R4 general residential district is intended to provide for a mix of residential types at a moderate density including multiple-family dwellings, two-family dwellings, townhouses, and single-family attached and detached dwellings.
(Ord. 49-0-93)

6-8-5-2. - PERMITTED USES.
The following uses are permitted in the R4 district:
Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Dwelling — multiple-family.
Dwelling — single-family attached.
Dwelling — single-family detached.
Dwelling — two-family.
granting of a certificate of zoning compliance and restoration is actually begun within one (1) year after the date of such damage or destruction and is diligently pursued to completion. In no event shall any damage or destruction to such a structure by means within the control of the owner be repaired or restored except in accordance with Section 6-6-5-2.

6-6-6. - VARIATIONS PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a variation was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such variation.

6-6-7. - SPECIAL USES PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a special use was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such special use.

CHAPTER 7 - ZONING DISTRICTS AND MAP
SECTION:

6-7-1. - DISTRICTS.
In order to carry out the purposes of this Title, the City of Evanston is hereby divided into the following zoning districts:

<table>
<thead>
<tr>
<th>(A) Residential districts:</th>
</tr>
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<tbody>
<tr>
<td>R1 Single-family residential district</td>
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<tr>
<td>R2 Single-family residential district</td>
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<tr>
<td>R3 Two-family residential district</td>
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<tr>
<td>R4 General residential district</td>
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<td>R4a General residential district</td>
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<tr>
<td>R5 General residential district</td>
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<td>R6 General residential district</td>
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| (B) Business districts:
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<tbody>
<tr>
<td>B1 Business district</td>
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<td>B2 Business district</td>
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<tr>
<td>B3 Business district</td>
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<tr>
<td>B1a Business district</td>
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</tbody>
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| (C) Commercial districts:
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<tbody>
<tr>
<td>C1 Commercial district</td>
</tr>
<tr>
<td>C1a Commercial mixed use district</td>
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<tr>
<td>C2 Commercial district</td>
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| (D) Downtown districts:
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<tbody>
<tr>
<td>D1 Downtown fringe district</td>
</tr>
<tr>
<td>D2 Downtown retail core district</td>
</tr>
<tr>
<td>D3 Downtown core development district</td>
</tr>
</tbody>
</table>
Elizabeth Abernethy

From: Robert M Gerdes
Sent: Thursday, March 24, 2016 9:05 AM
To: David Flintom; James A. Corbett
Cc: Jose L. Vasallo; Elizabeth Abernethy
Subject: RE: Request for Assistance - RV Parking - Peyton Yon 3-24-16

David:

Our Zoning Official, Liz Abernethy, is currently conducting a review of several sections of Chapter 16. I believe that domestic equipment falls under this review. I would suggest you contact Liz, and if she is ok with it, we could tell the property owner they could participate in the process and discuss the limited exception rule to include oversized domestic equipment.

Rob Gerdes
Director
Codes Compliance Assistance
P.O. Box 2842
St. Petersburg, Florida 33731-2842
727.893.7876
robert.gerdes@stpete.org

Any written or e-mail material received or generated by the City staff becomes public record and state law requires the record be made available for inspection by any citizen who requests it. This means it is impossible to provide anonymity to anyone who writes to the City via e-mail or letter containing any personal information.

From: David Flintom
Sent: Thursday, March 24, 2016 8:32 AM
To: James A. Corbett
Cc: Robert M Gerdes; Jose L. Vasallo
Subject: FW: Request for Assistance - RV Parking - Peyton Yon 3-24-16

Good morning – based on the notes in case 16-1725, it looks like the below issue has already been addressed with the property owner Mr. Yon by Codes and Legal. It sounds like he’s asking for the ‘limited exception’ provision to be expanded to include his vehicle which is over 35 feet. Let me know if there’s a particular reply that I should send on behalf of the Mayor’s office to address this request.

Call anytime,
David
893-7879

From: Peyton Yon [mailto:yonrealty@gmail.com]
Sent: Thursday, March 24, 2016 8:00 AM
To: Mayor <Mayor@stpete.org>
Cc: Kanika Tomalin <Kanika.Tomalin@stpete.org>
Subject: Request for Assistance - RV Parking - Peyton Yon 3-24-16
Dear Ms. Abernethy,

I moved to St. Pete because it's a small town, a perfect city. With real neighborhoods, nice lots, trees.

Please help us keep it not over-developed. Please help us keep St Pete St Pete and don't allow builders to put in housing that doesn't fit with the neighborhood.

So many of us feel so strongly about this.

--

Heather Sellers

www.heathersellers.com
Thank you again Elizabeth,

I would appreciate being added to the list.

Jack Spinrad

On Wednesday, May 18, 2016 3:33 PM, Darden Rice <Darden.Rice@stpete.org> wrote:

Hi, Jack.

You are very welcome. Anytime you would like me to come by neighborhood meetings, or address a topic of conversation, please let me know. I'm glad to be there and be of help. Thanks for all you do.

Warm regards,

Darden

Sent from my iPhone

On May 18, 2016, at 2:01 PM, Jack Spinrad <jrsinrad@yahoo.com> wrote:

I just wanted to thank you both for attending our meeting. You both were very informative and helped answer several questions that have concerned of our association for a while.

I look forward to seeing you at upcoming city meetings and functions,

Jack Spinrad
Magnolia Heights

Your Sunshine City
Hi Elizabeth,

Attached is a Pattern Book that has some good guidelines and design principles. Particularly, the Architectural Pattern section. There is also a book "Architecture: Form-Space & Order, by Francis D.K. Ching, (1979) which is very good. I don't know if it is still in print. I have a copy if your interested and cannot find a copy.
Hi Elizabeth,

You and your staff have been collecting information on the old north east, (where I own a home) and having public discussion around a number of issues including apartments above garages on laneways. Accordingly I thought you might find this article interesting.

Regards,

John Payne

124 7th Ave N
Saint Petersburg, Fl

238 Glenview Ave.
Toronto, ON

Elizabeth Abernethy

From: john payne <john.payne@rogers.com>
Sent: Wednesday, June 22, 2016 3:14 PM
To: Elizabeth Abernethy
Cc: John Payne
Subject: Re: City of St. Pete Residential LDR Update Meeting #3 Detailed Agenda - June 21st

Elizabeth, thanks very much for doing such a great job at the meeting last night.
As a newcomer to the area I was very interested in the discussion but somewhat hesitant to address one area of concern to me, particularly since I sensed that my opinion might be in the minority.
It does seem to me that there is a contradiction between the desire to make all accessory apartments similar in building materials to neighbouring properties, (I think I have captured the essence of the wording, if not the precise documentation of the zoning) and my desire at least to use more modern building materials when renovating the garage on my property at 124 7th Ave N.
The garage that came with the property has been damaged by termites over the years and certainly would not fare well in the event of severe weather. My preference would be to use more modern building materials rather than the wood construction currently in place, when renovating to ensure no repetition of the termite experience and also to have a structure more capable of handling Florida weather.
I am fortunate enough to have run across Richard McGinnis and he will be presenting a proposal to your department for the garage in the not too distant future but I did want to mention that there is at least one home owner in N2 who thinks there is room for diversity in building materials and styles, in the zoning regulations.

-- Regards,

John Payne

From: Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org>
Date: Friday, June 10, 2016 at 4:42 PM
To: Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org>
Subject: City of St. Pete Residential LDR Update Meeting #3 Detailed Agenda - June 21st

Good afternoon,

Please find attached a detailed agenda and code sections for the next Residential LDR Update meeting, to be held on Tuesday, June 21st

All workshops will be held at the Main Library located at
3745 9th Avenue North, from 6 PM to 8 PM

(Please feel free to bring your own non-alcoholic beverages, drinks are allowed!)

<table>
<thead>
<tr>
<th>Topic</th>
<th>Date</th>
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</table>
Meeting #3: Redevelopment & Reinstatement/Accessory Dwelling Unit & Accessory Living Space

Meeting #4: Neighborhood Traditional Design Standards
Meeting #5: Wrap-up Meeting, if needed
Meeting #6: Draft revision review

06/21/16
08/23/16
09/27/16
10/25/16

Comments on these topics and ideas for future topics can be sent to us at DevRev@StPete.org
Information regarding this effort is posted on our web page, www.StPete.Org/LDR

Please feel free to pass this along to anyone interested in participating.

Hope to see you there!

Best Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

Your Sunshine City
Hello,

Thank you for hosting the public workshops, they have been very insightful and well-run. I have some additional comments about the domestic equipment parking discussion. I don't support the suggestion of a setback for any domestic equipment taller than the 6 ft maximum fence height, which was proposed as one solution to address a resident's concern about being able to see the top of a large RV, parked in their neighbor's side yard, above their backyard fence.

First, I don't think the code should be changed based on the example situation presented at workshop # 2. Although the pictures were compelling, it seems like an extreme example and possibly not representative of most domestic equipment storage situations in the city due to the RV size and the fact that the RV owner's side yard runs along the backyard lot line of the concerned residents' property so that the RV is visible from the back porch. For instance, if the residents' neighbor was storing a ~24 ft boat in the side yard rather than the large RV, I don't think the image of a boat with a center console or even a T-top style shade (~4 feet wide, but open underneath) extending over top of the fence would have been as dramatic as the image of the solid, 25+ foot RV. Also, I would expect the majority of single family homes in St. Petersburg to be located side by side rather than backyard to side yard, which would have the RV adjacent to a garage, for example, where neighbors are already protected by the existing code 16.40.100.5.C.5 that prevents stored equipment from blocking, light, air, and property access.

Along those lines, I currently live in Tropical Shores, where most houses are oriented side-by-side and where some people have stored boats and trailers next to their homes without issue for at least the past 7 years since I've been there. Depending on lot sizes and floor plans of individual homes, I would expect that many of these homeowners could no longer legally store their equipment in their side yards if a setback was established. One example of someone that could be negatively affected has a boat stored at 2316 Tropical Shores DR SE (visible on Google street view), which is likely over 6 ft at the bow and center console and parked just inside the lot line adjacent to the neighbor's garage. Due to lot sizes, floor plans, and roof overhangs most homes could not fit a large RV in their side yard like the one shown at the workshop. Therefore, for neighborhoods like Tropical Shores, implementing a setback for all domestic equipment would only be a negative for these property owners.

Finally, I empathize with the concerned residents from the meeting and also appreciate that the city wants to address such concerns. So, if the city does implement a setback, I think setbacks should only apply to RV's and not to the other domestic equipment currently listed in the St. Pete code (e.g., boats and trailers that could be over 6 ft tall) so that the specific concerns of a massive RV looming over the fence can be addressed without negatively affecting other residents that want/need to store their equipment that isn't as visually imposing. I don't remember if this was mentioned, but the City of Gulfport code that was used as an example of setback requirements for equipment storage, does single out RVs for setback requirements and, based on a phone call to their code enforcement office, those restrictions do not apply to boats stored on trailers, for example, which can be parked anywhere within someone's personal property. Separately defining requirements for RVs vs other domestic equipment could be a good compromise.

Thank you again for the opportunity to participate in the review process. I hope you will consider all potential impacts of proposed changes to the domestic equipment parking code.

Sincerely,
Kathryn/Elizabeth. Would you mind taking a quick look at this plan under design and let me know your thoughts on the question of additional fenestrations by adding shutters or siding. Additionally, during the LDC workshops there was some discussions about reducing the amount of transparency on some architectural styles. In this particular case, this plan elevation A is a 1926 sq ft Mediterranean style and I am struggling as to where to add windows. If that concept is not likely to be part of the re-write I will go in a different direction. At any rate, I would like you to take a quick peek at this plan to get your ideas about what additional fenestration would most likely be approved by your department. Thanks Kevin Robles

From: Susan Williams [mailto:susan@domainhomes.com]
Sent: Thursday, December 15, 2016 10:22 AM
To: kevinrobles@verizon.net
Subject: Steller’s Jay

Hi Susan,

We ran the numbers for transparency and fenestration for the Steller’s Jay plan. We are short on transparency on the front, left and right sides and way short on fenestration on all sides. Below are a few questions and comments/ideas. I also attached the first and second floor plans and also the elevations to show additional windows that are needed for transparency.

- Do shutters count towards fenestration?
- Does siding count towards anything? (This question is a long shot)
- Does false fixed glass count towards transparency? Possibly for the front elevation.
  If we go to 4’-0” wide windows on the front we will meet the requirements. That won’t work for elevation “B” with the shutters though.
- We will need window trim on all sides and possibly continue the trim at the overhang around the house on each elevation.

Please take a look and let me know your thoughts on the list above. Let me know if I can provide you with any more info for this plan.

Thank you,
From: Susan Williams [mailto:susan@domainhomes.com]
Sent: Monday, December 05, 2016 10:03 AM
To: Ryan Hague
Cc: Matt Nelson
Subject: RE: new plan

I think that’s it. Thanks.

From: Ryan Hague [mailto:ryan@davisbews.com]
Sent: Monday, December 5, 2016 9:48 AM
To: Susan Williams
Cc: Matt Nelson
Subject: RE: new plan

Awesome and yes we will get one put together.
Is there anything else other than fenestration and transparency calcs that we need to do for St. Pete?

We also just received the trusses for the Fish Hawk. We will get those incorporated and sent off to Paul for engineering.

Thank you,

Ryan Hague | Project Manager
Kolbe: 6 - 7 - 3 - 3
Gallup Strengths: Adaptability - Arranger - Developer - Includer - Woo
Davis Bews Design Group, Inc. | 150 State Street East, Oldsmar, FL 34677
Tel: 813-925-1300 ext. 239 | Fax: 813-925-1800
Email: ryan@davisbews.com | Web: www.davisbews.com

Be Green. Reduce, Reuse, Recycle

From: Susan Williams [mailto:susan@domainhomes.com]
Sent: Monday, December 05, 2016 9:34 AM
To: Ryan Hague
Cc: Matt Nelson
Subject: new plan

We would like to create a Blue Jay plan for St Pete. It will be called Steller’s Jay and will need fenestration calcs on page 1. Can you give me a work order please.

Thanks,

Susan Williams
Director of Production
(813)546-4105
SECOND FLOOR

WILL NEED ANOTHER WINDOW ON THE FRONT ELEVATION OR BIGGER UNDOUS.

FIRST FLOOR

FAMILY ROOM

KITCHEN
Hello,

Thank you for hosting the public workshops, they have been very insightful and well-run. I have some additional comments about the domestic equipment parking discussion. I don’t support the suggestion of a setback for any domestic equipment taller than the 6 ft maximum fence height, which was proposed as one solution to address a resident’s concern about being able to see the top of a large RV, parked in their neighbor’s side yard, above their backyard fence.

First, I don’t think the code should be changed based on the example situation presented at workshop # 2. Although the pictures were compelling, it seems like an extreme example and possibly not representative of most domestic equipment storage situations in the city due to the RV size and the fact that the RV owner's side yard runs along the backyard lot line of the concerned residents' property so that the RV is visible from the back porch. For instance, if the residents' neighbor was storing a ~24 ft boat in the side yard rather than the large RV, I don’t think the image of a boat with a center console or even a T-top style shade (~4 feet wide, but open underneath) extending over top of the fence would have been as dramatic as the image of the solid, 25+ foot RV. Also, I would expect the majority of single family homes in St. Petersburg to be located side by side rather than backyard to side yard, which would have the RV adjacent to a garage, for example, where neighbors are already protected by the existing code 16.40.100.5.C.5 that prevents stored equipment from blocking, light, air, and property access.

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Thank you again for the opportunity to participate in the review process. I hope you will consider all potential impacts of proposed changes to the domestic equipment parking code.

Sincerely,
thank you for providing to me; please call when you are able.
I am interested in knowing whether it's too late to get some minor revision in, specifically the setbacks and particularly is there any way to carve out an area, like the CRA for which there is more flexibility on minimum lot size, setbacks and permeable surface.
Please call

---

**WEIDNERLAW, PA**
**250 MIRROR LAKE DR N**
**ST PETERSBURG FL 33701**
**727/954-8752**

On Tue, Sep 20, 2016 at 2:54 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Good afternoon,

Please find attached detailed revised agenda and code sections for the next week's Residential LDR Update meeting, to be held on **Tuesday, September 27th**

**All workshops are held at the Main Library located at**

**3745 9th Avenue North, from 6 PM to 8 PM**

(Please feel free to bring your own non-alcoholic beverages, drinks are allowed!)

<table>
<thead>
<tr>
<th>Topic</th>
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<tbody>
<tr>
<td>Meeting #4: Neighborhood Traditional Design Standards; Carport Design Standards, Fence Materials in Residential Neighborhoods</td>
<td>09/27/16</td>
</tr>
<tr>
<td>Meeting #5: Wrap-up</td>
<td>10/25/16</td>
</tr>
</tbody>
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Comments on these topics and ideas for future topics can be sent to us at DevRev@StPete.org

Information regarding this effort is posted on our web page, www.StPete.Org/LDR

Please feel free to pass this along to anyone interested in participating.

*Hope to see you there!*

Best Regards,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org
Hello Elizabeth

Great meeting tonight. Thank you for the opportunity to discuss the RV issue. I forgot to ask you if there's a chance that I'll be able to make a Power Point Presentation at some point . . . maybe to the city council members?

Thanks
Michael

Michael Della Penna
mdellapenna@verizon.net
A huge group of us went down to talk to the Environmental Development Commission (EDC) when these 2 lots at the end of my part of Monterey got split into 4 lots. (EDC’s name has changed to something different but I can’t recall it & just went on the City’s website & it’s still showing as EDC it seems.) Anyway, no less than 10 people - all from our ‘hood - got up to discuss why it was not prudent to allow the property lines to be so tight. It was pointed out that all the waterfront lots had 80 feet of frontage & they were reviewing lowering that number to 70 or 75. Every person except one of the developers, Barger, got up & expressed angst about jamming in so many houses on so small a footprint. One of the members from EDC who lives in Old NE said he didn’t feel sorry for us, that when he bought his house, not one of his surrounding neighbors had a 2 story but now they all did & could look right into his pool. None of the members of EDC showed us any desire to understand our point of view. We all left feeling our government was failing us. We argued that drainage was already an issue, it would be more of a drain on electrical lines, sewage, cable, everything. Nothing worked. They lowered the numbers to allow all of it.

3 neighbors surrounding what was to be built filed the ppw to stop it through EDS’s rulings & it cost them several hundred dollars to do it. Those neighbors were Jim & Cristina Cunneen, Katie Healy & Hartmut Liebel, each one spoke on our neighborhood’s behalf along with at least 7 others. We even had a lady from The Times write an article before any of the lots started development. Nothing worked. Good luck getting anything changed now. They are hard heads downtown & the wheels of government just want more residents to get more tax revenue. That fact was made plain to us. I told them Perry Snell was rolling in his grave that this was NOT what Snell was developed to be but they really don’t care. They’ve done a number on Allendale & used that against our arguments. Sad, sad state!

~Bonnie Hargrett
bonniehargrett@gmail.com

On Aug 16, 2016, at 5:09 PM, dotgogirl@magicomp.com wrote:
Forgot to tell you that another topic last night was the houses on Almedo/Monterey. Mike Funsch is checking with the planning and zoning committee and Scott had gone down to the building department and proved to them that the house on the corner is NOT within the footage it is supposed to be in. Don't know what is going on at the building department and have really been trying to get with Ed to push the fact that we have a neighborhood plan that calls for specifics on lot lines - these new builders are getting by it somehow. Look at the two on Ricardo Way and I understand another one of the duplexes have been sold and they are going to put two more on the one lot

Eventually that area will look like the homes on 34th Avenue if something isn't done about it

D
Hi Elizabeth this is Henry Morrill.
I wanted to let you know why I disagree with the fence that is at the property listed. It is made out of corrugated steel material that reflects the sun directly into my garage and all the way through my house.
So I not only get the morning sun I also get the entire afternoon sun that reflects off her fence and has increased my power bill by $30 a month she has also put center blocks in the easement on the alley that our cars regularly run into and she has installed additional wood with chains That look very trashy.
All of the surrounding neighbors had discussed the type of fence she was putting up because the entire neighborhood as the white plastic fence that looks very nice and she replied she will do exactly what she wants no matter what we think.’ She has also called the police and told them I have backed into her fence. When the police came he found nothing except a tiny ding that he fixed with his boot and said there was no way a vehicle could have done that on that particular day when she said I had hit her fence 20 minutes ago I was napping for the last three hours with my garage door shut.
The police officer stated that she told him that she beat the ordinance and she did not have to take the fence down when I called the city they said they gave her an extension and till August and then I heard about this meeting.
I do not understand how one resident can change the city code on building materials for residence fences. this is a very dangerous fence which attracts lightning and has razor sharp edges this material is only made for roofing not for fences. There is no safety difference between this fence and a Bobbed wire fence.
I appreciate your time and effort in this matter sincerely, Henry Morrill

Sent from my iPhone
Hello Elizabeth,

I have a favor to ask of you. Can you please add me to your distribution list? I would also like to thank you for the quickness of you sending out the recap of the meetings. I am hoping to get to one of them, I always seem to have a conflict but my team keeps me informed and have been very impressed with the last two meetings. Thanks for all your help, maybe we can get together one day and chat.

Sincerely,

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com
To all Neighborhoods

Request for Action:

At a recent public meeting on proposed Land Development Regulation (LDR) changes, the neighborhoods were asked to assist the city in documenting the "good and bad" effect of the last set of changes, which took place in 2007. Some 700 new homes have been constructed since the last LDR revisions were made, and seeing photographic evidence of those changes will help in guiding future changes to the regulations.

If your neighborhood can assist in taking photos please look at the following process suggestions:

Copy your neighborhood's listing of new constructions to a new spreadsheet. Depending upon the number of listings, divide up the neighborhood into manageable groups so that volunteers can go out and take photos. Each house should be photographed from the public right-of-way (sidewalk or curb):

1. One front (showing address if possible)
2. One for each side
3. Rear, if there is an alley

Please limit to no more than 6 per house and please name the file with the address.

Email pictures to devrev@stpete.org

Note:

For rows with LOCATION (street address) that do not include a street number (e.g. 0 22nd Ave, S), you'll need to look these up on the county appraiser's website:

go to http://www.pcpao.org

• choose a search by parcel number
• using the PIN from your spreadsheet, enter the parcel number on the screen and press "submit"
• click on bright blue Parcel Number on the left side of screen
• In most cases, the Ownership/Mailing Address will provide the
• street number, if it isn't the correct street, scroll down and click on bright blue Permit Number; that will take you to a city screen which should display

• the street and house number for the permitted new construction.

• Update your Spreadsheet with the Street number.

Attached is the spreadsheet and updated map showing the new homes built since the code changed in 2007. The LDR standards meeting is April 12th (notice attached) for the suburban neighborhoods (NS on the spreadsheet) so those neighborhoods should get photos in by the end of next week, April 8th. Traditional neighborhoods (NT) should submit their photos and commentary by the beginning of August (for August 23rd meeting).

A picture of a home under construction in a neighborhood is also attached for your review.

(Special thanks to Sharon Winters and Robin Reed for their help on this communication)

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com
If someone has a picture to send please do and I will attach.

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com

On Wed, Mar 30, 2016 at 8:28 AM, Robin Reed <rlreed@tampabay.rr.com> wrote:

I would add a photo that shows context – how the new house fits in with its neighbors – and brief comments about what you like or don’t like about the design, size, lot coverage., etc. These are the points we are trying to make – that most of these houses don’t fit in due to a number of factors, many of which could possibly be addressed by revisions to the code. Thanks! Robin

Hello to all of you, please take a look at this email and let me know of any edits or corrections. Once we all agree I will send it to our contact list.

To all Neighborhoods

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last set of changes, which took place in 2007. Some 700 new homes have been constructed since the last LDR revisions were made, and seeing photographic evidence of those changes will help in guiding future changes to the regulations.

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• click on bright blue Parcel Number on the left side of screen
• In most cases, the Ownership/Mailing Address will provide the street number, if it isn't the correct street, scroll down and click on bright blue Permit Number; that will take you to a city screen which should display the street and house number for the permitted new construction.
• Update your Spreadsheet with the Street number.

Attached is the spreadsheet and updated map showing the new homes built since the code changed in 2007. The neighborhood standards meeting is April 12th so the NS neighborhoods should try and get these photos in by the end of next week, April 8th.

(Special thanks to Sharon Winters for her help on this communication)
Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com

No threats detected. www.avast.com
Hello Derek,

I want to thank you and Kathryn for the fantastic presentation given at the CONA meeting on Wednesday night. It meant so much to all the people there and they were so happy they got to learn as much as they did. Your explanations of things are always so concise and understandable (if that is a word).

Thank you for everything you do for the Neighborhoods and always looking for ways to help with processes and communication. As I said, please thank Kathryn as well, I did not have her email address.

I will follow up with you next week and a possible compilation of the meeting, maybe some bullet points, that we can pass on to the membership and put on the website.

With Great Appreciation,

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com
Thank you for your reply. The main issue and problem is that this dock should not have been accepted by the Permitting and Codes Dept. in the first place. Now we are stuck with it till till this "review" is completed which takes a very long time.

Mrs. Gassner

Sent from my iPad

> On Mar 15, 2016, at 10:16 AM, Robert M Gerdes <Robert.Gerdes@stpete.org> wrote:
> 
> Ms. Gassner:
> 
> Thank you for your email. I am aware of this dock gate and your concern with this matter. As you know, the regulations for dock gates on non-contiguous water lots are currently under review through the Zoning Official's LDR review program. We are currently waiting for this process to conclude in case there are changes made to these regulations, including changes to the opacity requirements. Once that review is completed and any changes made, our department will review all the dock gates on the water lots for compliance, including the subject dock gate with which you are concerned.
> 
> Sincerely,
> Rob Gerdes
> Director
> Codes Compliance Assistance
> P.O. Box 2842
> St. Petersburg, Florida 33731-2842
> 727.893.7876
> robert.gerdes@stpete.org
> 
> Any written or e-mail material received or generated by the City staff becomes public record and state law requires the record be made available for inspection by any citizen who requests it. This means it is impossible to provide anonymity to anyone who writes to the City via e-mail or letter containing any personal information.
> 
> ----Original Message-----
> From: Patty Gassner [mailto:pattywgassner@gmail.com]
> Sent: Friday, March 11, 2016 3:24 PM
> To: Darden Rice
> Cc: Robert M Gerdes
> Subject: Dock at 2299 Coffee Pot Blvd.NE
> 
>
Ms. Rice, we are asking for your help in having this dock removed as it does not comply with the code for dock gates. Mr. Gerdesh has signed off on this twice and has left us, the residents and people of St. Petersburg to deal with this ugly dock gate which blocks our views on Coffee Pot Blvd. This dock was built in September, 2015 and we residents called and complained then. It was uglier with its original design looking like an outhouse. This is the redesigned gate and it is not acceptable and does comply with the opacity of the code rules.
>
> Please help us.
>
> Patricia Gassner
> 2274 Coffee Pot Blvd
> 823-5140
>
>
>
>
> Your Sunshine City<http://www.stpete.org/vision>
>
I will be there and bringing my neighbors. 
I talked to Bob Gerdes last week and let him know that his signing off on this dock was unacceptable and improper. This whole situation has been handled all wrong. The owners of this dock installed it without a permit and Gerdes signed off on this improper redo. He said he would go back out and look at it again. I certainly hope you will follow up on that and do the right thing. You cannot just let people build this stuff and leave it for those of us who pay the big taxes to pay city hall employees to just be stuck with it. We have rights too.

Mrs. Gassner
Sent from my iPad

On Feb 2, 2016, at 1:15 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Patty

The meeting regarding this issue will be held on March 8, 6-8 PM
Main Library

You will be receiving an email invitation in the next week or so,

Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

From: Gary W Crosby
Sent: Tuesday, February 02, 2016 9:42 AM
To: Patty Gassner
Cc: Elizabeth Abernethy
Subject: RE: Dock at 2299 Coffee Pot Blvd

Hello Patty,

I apologize for the delayed response. Our zoning official has been finalizing the plan for the upcoming review of the City's Land Development Regulations.
Issues relating to fences/security gates at docks are to be addressed in the first quarter of this year. Once the dates, topics to be addressed and location of the meetings are finalized, you will be notified.

Gary Crosby

From: Patty Gassner [mailto:pattywgassner@gmail.com]
Sent: Sunday, January 17, 2016 9:30 AM
To: Gary W Crosby <Gary.Crosby@stpete.org>
Subject: Fwd: Dock at 2299 Coffee Pot Blvd

Sent from my iPad

Begin forwarded message:

From: Patty Gassner <pattywgassner@gmail.com>
Date: January 17, 2016 at 9:16:52 AM EST
To: gary.crosby@stpete.prg
Subject: Dock at 2299 Coffee Pot Blvd

Good morning Gary, this redo is still not acceptable. Still obstructs our views. How are things progressing on this issue?

Patty Gasser

<image001.jpg>

Sent from my iPad

Your Sunshine City
Hi Liz,

I really appreciate the zoning department including me in these meetings. Hopefully, my input helps. I spoke to Gary Crosby yesterday regarding the water lot fence restrictions. He mentioned in the zoning meeting that wood fencing or pvc could be used and still meet the 25% opacity for the over 3' and up to 4' areas. I pointed out to him on the phone that is not the case. The building department requires the maximum opening in a fence or railing system to be no greater than 4" wide, so a child can't stick their head through the rails. Considering the width of the wood or pvc members the 25% opacity can't be achieved. Therefore, only metal fencing can meet the zoning code above 3' as the fence hits the 15' setback from the water.

Although some people have chain link fencing on new construction, it is rare. Most opt for a block wall, pvc, wood, or aluminum. Of those, only aluminum meets code. Aluminum is significantly more expensive than wood or pvc. When I tell new St. Pete residents that they must be at least 4' high for pool code, but can't build their block, wood, or pvc fencing higher than 3', they all think it is a ridiculous contradiction and ask me how they can get around the code. I let them know the code is set, and there is nothing I can do about it.

I believe that allowing the fence to be opaque up to 4' to meet pool safety code would not significantly alter or block anyone’s view. What I see often happening is when a zoning code is not respected by the residents it is likely for the residents to violate the code after inspections. Worst case is they remove the 12" add on material that meets zoning code after inspections, and the violation in pool code results in an injury or death. I hope that this zoning code changes to allow the consistency of fencing materials.

--
Paul Wiezorek
Wiez Design & Construction
President
813 841-3330
wiezchoice.com
Liz

I am writing to ask that a height reduction mandate for walls/fences be considered for the properties across the street from Crescent Lake. Sadly, a new construction project at 19th Avenue North and Crescent Lake features a 6’ high, zero set back concrete block wall which is completely out of character for our neighborhood. Indeed this is the only concrete block wall fronting the lake along all of Crescent Lake Drive.

In addition to being out of character the wall blocks a previously unimpeded view of the park for anyone walking toward the lake along 19th Avenue North.

Not surprisingly our neighbors are upset about the new wall and anxious that the city enact a mandate that limits the height of walls along Crescent Lake Drive and 5th Street North to 3’.

I would be happy to discuss the proposal with you and benefit from your helpful suggestions

Your thoughtful consideration is appreciated

Peter Betzer

Sent from my iPhone
Liz

Rick Dunn suggested I contact you about the possibility of adding a Height Reduction Mandate for fences/walls - 3' maximum - for waterfront property surrounding Crescent Lake. He further suggested this might be a mandate that should be considered all of the waterfront properties on lakes in St Petersburg.

Given the outcry that has arisen over the 6' high Concrete Block wall that was erected - on the property line - directly across the street from Crescent Lake Drive on 19th Avenue North our neighborhood would applaud the creation of a 3' high mandate for any waterfront fences.

We would appreciate your help and guidance as we grapple with the challenges associated with preserving the character of the Crescent Lake Neighborhood.

Most Appreciatively
Peter Betzer

Sent from my iPhone
Elizabeth Abernethy

From: pri@preservationresource.com on behalf of Historic Shed <design@historicshed.com>
Sent: Thursday, December 22, 2016 12:51 PM
To: Elizabeth Abernethy
Subject: Re: 2 story accessory buildings

Thanks.

Jo-Anne Peck Preservation Resource, Inc./Historic Shed
Tel: (813) 333-2249 • (352) 777-4905
www.historicshed.com
Ft. #BC125H217

"It's not good because it's old; it's old because it's good."

On Thu, Dec 22, 2016 at 12:09 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

We have a city council workshop on January 19th

If they direct us to move forward with changes as proposed, we would go to Development Review Commission workshop in February, and public hearing in March, and City council public hearings March/April

Thanks!

--Liz

From: pri@preservationresource.com [mailto:pri@preservationresource.com] On Behalf Of Historic Shed
Sent: Thursday, December 22, 2016 12:03 PM
To: Elizabeth Abernethy
Subject: Re: 2 story accessory buildings

Can you update me on the status of the change to allow two-story garage apartments behind one story homes?
On Tue, Nov 8, 2016 at 12:39 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

I will add you to our list

thanks!

---

From: pri@preservationresource.com <pri@preservationresource.com> on behalf of Historic Shed <design@historicshed.com>
Sent: Tuesday, November 8, 2016 11:04:05 AM
To: Elizabeth Abernethy
Subject: 2 story accessory buildings

I am emailing to ask that I be kept abreast of meetings and progress with revising the code to allow 2 story accessory buildings behind 1 story residences. If you recall, we had submitted a permit application for a Garage Apartment on 7th Street.
Hello DevRev,

Regarding the Land Development Meetings and possible modifications to portions regarding RVs, trailers, fences, and other accessory structures, the attached photos are submitted for consideration.

The article from the Tampa Tribune is an example of how accessory and/or loose equipment can cause extensive property damage and endanger life. These weather conditions are common to St. Petersburg, FL and extreme weather incidents are becoming more common and should be taken into account during this intake process.

The other Tampa Tribune article describes how another Florida city is considering "no back in parking" due to expired tags and inoperable vehicle proliferation.

Additionally random photos of just a few of the boats, rvs and other assorted accessory buildings/possible dwelling units within a small area in west St. Petersburg are included for your consideration during this process of writing new, or modifying the current, Land Development Regulations regarding RVs, boats, trailers, tree houses, and fencing and the impact of these accessory items on the appearance and quality of life in the City of St. Petersburg, FL.

Thank you for your time and consideration and for holding these public input meetings.

Sincerely,
Monica Abbott
www.HistoricParkStreet.com
Dear Devrev,

Per the request below, please find jpegs & information regarding the three new builds in the Historic Park Street neighborhood since 2007, when the new LDRs took effect:

- **7400 & 7410 Burlington Ave. North** (both built on a corner lot that had had one ranch house on it).
- **7529 3rd Ave. N.** (built on an empty lot & appears to have been setback due to grand oak on lot).

The information was gathered in person and via Google and recent realtor postings. If you are interested in seeing what is for sale now, please click on the HPS website below.

Thank you so much for your time and consideration.

Sincerely,

Monica Abbott
727-368-6343
www.HistoricParkStreet.com
Copy your neighborhood's listing of new constructions to a new spreadsheet
Depending upon the number of listings, divide up the neighborhood in manageable groups so that volunteers can go out and take photos
Each house should be photographed from the public right-of-way (sidewalk or curb
1. One front (showing address if possible
2. One for each side
3. Rear, if there is an alley
Please limit to no more than 6 per house and please name the file with the address
Email pictures to devrev@stpete.org

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• the street and house number for the permitted new construction.
• Update your Spreadsheet with the Street number.

Attached is the spreadsheet and updated map showing the new homes built since the code changed in 2007 The LDR standards meeting is April 12th (notice attached) for the suburban neighborhoods (NS on the spreadsheet) so those neighborhoods should get photos in by the end of next week, April 8th. Traditional neighborhoods (NT) should submit their photos and commentary by the beginning of August (for August 23rd meeting)

A picture of a home under construction in a neighborhood is also attached for your review.

(Special thanks to Sharon Winters and Robin Reed for their help on this communication)
7400/7410 Burlington Ave. N. in June 2009 with two new builds on lot shown above
PUBLIC RECORD

7400 Burlington Ave N
Saint Petersburg, FL 33710 (La Vista)

Single-Family Home
2,583 sqft
Lot size: 9,514 sqft
Built in 2013

See your commute times
Edit Home Facts
7410 Burlington Ave. N. Alley &
Side Yard View
7529 3rd Ave. N. April 3, 2016
in the Historic Park Street Neighborhood
7400 Burlington Ave. N. in the Historic Park Street Neighborhood
Clean lines and vast natural light define this custom home by Modern Tampa Bay Homes with four bedrooms, three baths, a bonus, den or media room, Brazilian chestnut floors, subway tile, quartz countertops, custom cabinets and vaulted ceilings. The spacious side yard flows seamlessly off the family room and features bamboo and zoysia grass, creating a resort-like feel within the home. Additional features include block construction, hurricane impact windows and doors, solid core interior doors, custom window treatments, irrigation well for a sprinkler system, an additional layer of insulation in the attic and a newer gravel roof. Best of all, the home is perfectly located off beautiful Park Street, just minutes from downtown St. Petersburg and beaches. The architect-owner paid close attention to every detail, as he had this custom home built for his family. Make an appointment to see this beautiful home today.
7529 3rd Avenue Empty Lot in Jan. 2008

7529 3rd Ave. N. June 2009
Hello DevRev,

Regarding the Land Development Meetings and possible modifications to portions regarding RVs, trailers, fences, and other accessory structures, the attached photos are submitted for consideration.

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Additionally random photos of just a few of the boats, rvs and other assorted accessory buildings/possible dwelling units within a small area in west St. Petersburg are included for your consideration during this process of writing new, or modifying the current, Land Development Regulations regarding RVs, boats, trailers, tree houses, and fencing and the impact of these accessory items on the appearance and quality of life in the City of St. Petersburg, FL.

Thank you for your time and consideration and for holding these public input meetings.

Sincerely,
Monica Abbott
www.HistoricParkStreet.com
Destructive winds hit Pasco mobile home park, destroy one residence, damage dozens

By TBO.com staff
Published: March 25, 2016 Updated: March 25, 2016 at 09:21 AM

Emergency officials reported significant damage early Friday in the Country Aire Estates community south of Dade City. PASCO COUNTY

Strong winds during an overnight storm roared through an east Pasco County mobile home park Friday, destroying one residence, ripping the roofs off others and damaging dozens more, authorities said.

Pasco County Emergency Management said the damage occurred about 12:30 a.m. at Country Aire Estates, off McDonald Road, near U.S. 301, south of Dade City.

The National Weather Service recorded flat-line winds of 40 to 60 mph in the area at that time.

As many as 60 homes were affected, emergency officials said. One residence was destroyed and four roofs sustained major damage, officials said. In addition, a golf cart was tipped over and damaged, and sheet metal was strewn across the grounds. There were also reports of downed trees.

There were no injuries.

Emergency officials were going door-to-door to talk with residents and further assess the situation.

Individuals with damaged homes stayed with friends or relatives, a county spokesman said.

The storm was associated with a stalled cold front over North Florida. The weather service calls for more showers and possible strong storms with the system to move through the Tampa Bay area through the weekend.
Fines proposed in Jacksonville for cars backed into driveways

By The Associated Press

JACKSONVILLE — Jacksonville residents could soon face fines for backing their vehicles into their driveways.

The city council is considering a bill aimed at cracking down on people who store vehicles that don’t work on their property.

The Florida Times-Union reports proponents of the bill say code enforcement officers have a difficult time cracking down on abandoned vehicles because they need to see license plate information to write a citation. They aren’t allowed to go onto private property to get the information if the vehicle is backed into the driveway.

The proposed bill would require the owner to write down tag information with two-inch tall letters and post it in a location that’s easy to spot.

The bill also cracks down on outdoor storage of disabled refrigerators, freezers and other appliances.
Boats & Trailers Bigger than the Houses
Tree Houses & Other Structures Up to Property Line & Above Fence
Commercial Trailer Stored on Residential Lot on 5th Avenue North and 76th St. N.
Maggie on the Move Active Food Truck Stored on Residential Lot by the Pinellas Trail-Food Waste, Rodents?
Park St. N. Driveway-Boat Permanent Fixture

Newly Built House next to RV that never moves

3rd Ave. N. Beautiful New Build next to Permanent RV Fixture
Trailer Complaint from 4/11/16 in west St. Petersburg area.

Description:
Trailer in front yard.

What are you reporting?
- Boat/RV/trailer/commercial vehicle issue

Issue ID: 2389352
Viewed: 4 times
Neighborhood: St. Petersburg
Reported on: 04-11-2016
Duplicate of: 2388972

Q. What are you reporting?
A. Boat/RV/trailer/commercial vehicle issue

Nearby Issues:
- Tree Trimming/Removal
  Reported by Parks & Rec 1

- Tree Trimming/Removal
  Reported by An anonymous SeeClickFix user
RVs and the like are common complaint

Codes Compliance › Acknowledged
1033 Bay Street Northeast Saint Petersburg, FL 33701, USA
RV Parked in residential area with occupants staying overnight. Repeat offender. New Hampshire plates
05-30-2015 · Reported by STS · Share · Flag

Acknowledged by: St. Petersburg, FL

View all 5 Comments

Rich Castle (Registered User)
STS, after reviewing all of your "civic points", RV's seem to push your button. Have you spoken to any of these people and asked what the status was or do you just report them via this website. In my limited experience, most people try to be in compliance.
05-30-2015 · Flag

Ron Magray (Registered User)
When I walked by the motorhome early this AM I noticed an orange electrical cord from the vehicle to the property on the corner?
05-31-2015 · Flag

Mayor's Action Center (Verified Official)
We have forwarded the information provided about 1033 Bay St NE to our Codes Compliance Assistance Department, and they will now inspect the location and take any necessary action. Sincerely, Mayor's Action Center
06-01-2015 · Flag

PL (Registered User)
WOW... chill out.
The city provides for a RV to be be parked curb side for upto 24hrs and/or up to 4hrs in your driveway Monday thru Thursday. Starting Thursday at 4pm you can park a RV in your driveway till Monday at 8am. IN SHORT your only going to end up seeing it more when they become more informed.
08-29-2015 · Flag
SeeClickFix.com complaints can verify problems of RVs and other movable trailers, open trailers, non-operational vehicles, etc.

RV for sell on empty lot facing 5th Ave N - Acknowledged
2622 5th Avenue North Saint Petersburg, Florida
Just curious, but can someone legally park a vehicle on the corner and put a "For Sale" sign on it?
08-16-2015 - Reported by Hist Kenwood Neighbor - Share - Flag

Acknowledged by: St. Petersburg, FL

Update from the Codes Compliance Department: this is a code violation, so a case has been opened and will be investigated for this reported location. Any further updates or action will be handled by the Codes department. To track the status of this case, or to find contact... read more

08-17-2015 - Flag
Please add to the list of items to be reviewed:
- Protection of tree canopy
- More focus on protecting trees and vegetation in site plans and by the DRC
- More advance notice about variances for site plans
- More involvement of neighborhoods on development requests (prior notices and review)
- Stick to some of the already established guidelines for historical neighborhoods designs
- Easy access for neighbors to see site plans for near by property developments

Thanks
Rebecca

Rebecca Falkenberry,
301 Second Street North
St. Petersburg, FL 33701

This email has been sent from a virus-free computer protected by Avast.
www.avast.com
Thanks Liz

The meeting last night was packed with angry citizens of several neighborhoods.
More than 75 people attended from OLD NE, Crescent Lake, Allendale, Driftwood and DNA.

The two city staff people sustained many comments and criticisms.
I am sure you got a full report!!

Many people, not just me, brought up trees being cut unnecessarily and causing much distress in the neighborhoods.
How can this still be happening with our new revised and stronger ordinance?

I would like to ask that in your review of LDRs that you ADD
****Protection of TREE CANOPY
To the list of items to be reviewed.
It could come under design reviews for residential properties as part of the plan approval to save more trees or be more stringent in what can be cut down.

There is a movement out there of people who are not happy!!!
Just a fyi
Thanks
Rebecca

Rebecca Falkenberry, CTA, ATC, DS
Brownell Travel, A Virtuoso Agency
301 Second Street North, Unit 18, St. Petersburg, Florida 33701
Office: 727-954-8252 NEW FAX: 205-803-0370
OFFICE HOURS: Monday through Thursday, 9 am to 5 pm, Eastern. Fridays by appointment.
www.brownelltravel.com
Listed in Conde Nast Traveler, Travel and Leisure and National Geographic Traveler

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Wednesday, February 17, 2016 7:02 AM
To: Cathy Harrelson; beth connor; Rebecca Falkenberry; Dave Fischer; Dave Kandz; Lucy Trimarco; Michael J. Jefferis; Phil Graham; Ray Wunderlich; Sharon Wright; andydrewwalker@gmail.com; Andrea Anderson; Heitzmann, Doris S
Subject: RE: Trees: Crescent Lake Neighborhood Assn Meeting info, Weds 2/17/16 6pm
FYI
We will be initiating a review of our Residential LDRs this year, similar to what we did last year for the Tree & Landscape code requirements.
We will be focusing on the residential design standards.
See attached info.

Thanks!
--Liz

From: Cathy Harrelson [mailto:charrelson.spsc@gmail.com]
Sent: Tuesday, February 16, 2016 7:16 PM
To: beth connor; Rebecca Falkenberry; Cathy Harrelson; Dave Fischer; Dave Kandz; Lucy Trimarco; Michael J. Jefferis; Phil Graham; Ray Wunderlich; Elizabeth Abernethy; Sharon Wright; Dave S Goodwin; andydrewwalker@gmail.com; Andrea Anderson; Heitzmann, Doris S
Subject: Fwd: Trees: Crescent Lake Neighborhood Assn Meeting info, Weds 2/17/16 6pm

All,

Please see
invitation from Crescent Lake Neighborhood Association below
re tomorrow night's
(Weds 2/17)
neighborhood meeting re SP
Development/
Trees
Hope to see you there and Please Share!

Dear Neighbors,

We had a great turn out at our last meeting and I hope to see even more at our next! Quite a few neighbors have expressed concerns about the new construction going on throughout our neighborhood. We have invited Rick Dunn with the cities construction services and permitting department to do a Q and A.

We will meet on February 17th at 6pm at the TASCO center located at 1320 5th St N. Rick asked that we provide a list of questions prior to the meeting so he can better prepare.
Please feel free to respond to this email with your questions.

This is a open meeting so please feel free to invite any friends or neighbors from around our city.

Thank You,
Drew Glaser

Cathy Harrelson
President
St. Petersburg Sustainability Council
727-415-8805
charrelson.spsc@gmail.com
February 17, 2016
Dear Liz
Thanks for letting us know
I am sure any of us that worked with you and your department on the revised tree ordinance will be happy to help on this new initiative if you need a citizens advisory group.

I wonder if this new initiative will be done in place of a THIRD phase for issues identified by the working group on the tree ordinance, such as

A city wide replanting project (no net loss of trees!)
A city wide survey of our existing tree canopy
A city wide educational program on value of trees

Thanks for your time on this. Sorry you wont be at this meeting tonight since there are many people in the neighborhoods that are upset over the continuing loss of trees.

Rebecca

Rebecca Falkenberry, CTA, ATC, DS
Brownell Travel, A Virtuoso Agency
301 Second Street North, Unit 18, St. Petersburg, Florida 33701
Office: 727-554-8252 NEW FAX: 205-803-0370
OFFICE HOURS: Monday through Thursday, 9 am to 5 pm, Eastern. Fridays by appointment.
www.brownelltravel.com
Listed in Conde Nast Traveler, Travel and Leisure and National Geographic Traveler
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Subject: Fwd: Trees: Crescent Lake Neighborhood Assn Meeting info, Weds 2/17/16 6pm

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Thank You,
Drew Glaser

Cathy Harrelson
President
St. Petersburg Sustainability Council
727-415-8805
charrelson.spsc@gmail.com
Liz,

We would very much appreciate a modification to the code. Maintaining a minimum setback from the principal structure, not including the porch, would certainly uphold what we believe to be the original intent. It would seem that a minimum to accommodate a car (20' rather than 10') would be necessary to implement “parking behind the front façade line”.

Regards,
Robin

The historic interpretation of the 10-foot setback has been to include the front porch as it is part of the principal structure, as defined in our code.
I have reviewed the plans for the subject house, and the garage is setback 10-feet from the front line of the porch.

We can certainly consider modifying this in the upcoming changes to the code,

Thanks,
--Liz

Good morning Liz and Kathryn,

There has been considerable concern expressed by residents about the front facing garage currently under construction at 625 19th Avenue NE by Devonshire Homes. There are two references in the LDRs regarding front facing garages in Traditional Neighborhoods. Under Vehicle Connections, 1, d. it states:

“In the absence of an alley and a side street, a single lane width curb cut and driveway shall be allowed which shall be located to the side of the principal structure. Parking shall be allowed only behind the front façade line of the principal structure.”
This second reference is in addition to the statement that we discussed at our meeting in October under Garages, 1, a: Garage doors facing the primary street shall be located at least 10 feet behind the front façade line of the principal structure.

The placement of the garage on the Devonshire house indicates that these regulations are sometimes overlooked during the review process. It would make a significant difference and offer some measure of protection to the streetscape if these requirements were strictly enforced, as the intent surely was to minimize the suburban, auto-oriented look of the finished property.

We appreciate your consideration of this issue.

Regards,
Robin Reed
Chair, Historic Old NE Planning and Preservation Committee
Good morning Liz and Kathryn,

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We appreciate your consideration of this issue.

Regards,
Robin Reed
Chair, Historic Old NE Planning and Preservation Committee
Liz and Kathryn,

Attached is the spreadsheet and analysis that we discussed at our meeting this morning. We very much appreciate you taking the time to meet with us, and to go over our findings regarding mass and scale of new and existing construction as well as Bob's overview of the Traditional Neighborhoods section of the LDRs. It is reassuring to know that our concerns are understood and being taken into consideration.

Many thanks!
Robin
Ms. Abernethy,

Attached is the letter sent to City Council by Old NE Neighborhood Association regarding the Reinstatement item that is on Thursday’s agenda. As you know, we are opposed to lessening the parking requirements for reinstated units. In general, we would like the reinstatement process tightened up for NT-2 and NT-3 neighborhoods.

Because our entire neighborhood was zoned multi-family at one time, there are many single family homes that are still zoned for multi-family use. Maintaining such a large stock of multiple unit structures devalues the single family quality of the neighborhood and certainly negatively impacts our parking issues. After a lengthy process, we have just instituted Permit Parking on 6th and 7th Avenues with the possibility of expanding it further north. This was not a decision that would have been made unless the situation had not become intolerable for residents.

Thank you for your consideration.

Regards,
Robin Reed, HONNA Planning and Preservation Committee
October 17, 2016
Re: Deletion of the Parking Variance Prohibition for Reinstatement

Members of City Council,

One of the key areas being addressed in the residential zoning workshops currently being conducted by the zoning department is Reinstatement of Grandfathered Units. It was specifically on the agenda for Residential Workshop #3. Parking for reinstated units is a continuing concern for the Historic Old NE Neighborhood and is included in the list of ten areas of concern recently submitted to the zoning department on behalf of representatives of a number of neighborhoods.

Because Reinstatement is under consideration in both the October 20th Council meeting and in the workshop process, we believe any possible changes to the reinstatement regulations should be postponed until the final review of the residential zoning workshops is completed. Making a decision on October 20th undermines the inclusiveness of the process. It is likely that other neighborhoods do not know that this is on the October 20th agenda. Indeed we did not know about it until it was published in the Times.

Hoping to forestall an early decision until the zoning workshops were concluded and public hearings held, our neighborhood association sent an email to the Planning Department requesting that the decision be postponed. Our only reply was that our email had been received and would be “discussed with staff”.

Our concerns going forward include the following:

A large number of single family homes were converted to multi-family use and “boarding houses” during the time that our neighborhood was zoned multi-family. Many of these units remain, in conflict with the neighborhood’s current single family zoning. These multi-family properties often do not provide adequate parking. The lack of parking is a continuing issue, particularly in the southern half of the neighborhood where the majority of these properties are located. It has become such an impossible situation that a Permit Parking Program was approved only this past month for 6th and 7th Avenues with possible expansion further north if deemed necessary.
In this instance ("The prohibition against any request for a variance to the minimum number of parking spaces may be too inflexible.") deletion of the parking variance prohibition for smaller units is not "inflexible". It merely ensures that the much needed, required parking exists. Making it easier to eliminate the required parking could encourage the division of larger units into smaller ones, exacerbating the stress on our on-street parking even more.

For these reasons, we urge that this issue continue to be a topic of discussion among all interested parties who are taking the time to attend the zoning workshops and that a final decision regarding reinstatement issues not be made until the Residential LDR revision process is completed and final recommendations made.

Best regards,

Peter Motzenbecker
President, Historic Old Northeast Neighborhood Association
Ms. Abernethy,

Old Northeast would also like to weigh in on two topics that were discussed at the recent LDR Workshop:

We are opposed to ‘alternative’ materials such as corrugated metal for use as fencing material. We also think chain link fencing should be prohibited in NT2 and NT3 neighborhoods, at least in street front yards.

We are opposed to canvas roofs on carports.

Another issue has recently surfaced which we feel needs attention. When codes was contacted about a boat parked in the front driveway (off a circular driveway) at 1400 Beach Drive, we were told that it is legal because of the length of the lot and the fact the front of the house which faces Beach Drive is the legal side yard and the setback is appropriate. We do not think it is appropriate to park a boat in the front yard regardless of whether it is considered the legal front yard or the side yard. In this case, Beach Drive is certainly considered to be the major roadway as opposed to 14th Avenue, and it contains landscaped medians indicting a more important roadway.

Regards,
Robin Reed, Historic Old Northeast Planning and Preservation Committee

“The purpose of the NT district regulations is to protect the traditional single-family character of these neighborhoods, while permitting rehabilitation, improvement and redevelopment in a manner that is consistent with the scale of the neighborhood.”

-- 16.20.010.2 Land Development Regulations, 2007

St. Petersburg’s neighborhoods are the backbone of our city. Many people choose to live here because of the sense of community and distinctive character they find in our traditional neighborhoods. It is important that we recognize, support, and maintain the unique and distinct qualities of these neighborhoods.

In many ways, the LDRs approved in 2007 were successful in supporting neighborhood character. However, with our booming economy, the size, mass, and scale of much of the new construction is overwhelming the existing housing stock. These houses do not fit within the existing context or complement the established character. In addition, other concerns have been raised regarding redevelopment, reinstatement, impermeable surface ratio, design guidelines, and enforcement, which often have contributed to this incompatibility.

Over the past several years, Historic Old Northeast has been working to find solutions to the unintended consequences of these new regulations. In the process, we discovered that other traditional neighborhoods share many of our concerns. Last year, Allendale held a meeting to discuss new development, and subsequently sought re-zoning of portions of their neighborhood. In early 2016, Crescent Lake sponsored a meeting regarding inappropriate development which drew 50 people from neighborhoods including Crescent Lake, Historic Kenwood, Greater Pinellas Point, Allendale, Harris Park, Tropical Shores, Driftwood, Downtown, Crescent Heights, and Historic Old Northeast.

We appreciate that Zoning staff recognizes that some of the 2007 regulations are not achieving stated goals. Neighborhood representatives have attended all of the LDR workshops held throughout this year. When neighborhoods were notified that photographs were needed to assist with research, Old Northeast immediately started a photo project which used objective criteria to critique the new (2007-2015) construction. On page 5 are two examples of the 40+ houses surveyed in the Old Northeast.

In June, we took our methodology and template to a CONA Land Development and Historic Resources Committee meeting. We were invited to present a program on our concerns and our method of critiquing new construction to the wider CONA membership. At that meeting, seven
neighborhoods including Disston Heights, Greater Pinellas Point, Methodist Town, Historic Kenwood, Historic Roser Park, Melrose Mercy and Euclid-St. Paul, signed up for more information and to participate in the LDR update process.

Pursuant to that meeting, we initiated a series of meetings with the CONA Land Development and Historic Resources Committee. The first was held on September 6th followed by meetings on September 12th, 15th, and 19th. Participating neighborhoods included Azalea, Riviera Bay, Harris Park, Downtown, Historic Kenwood, Historic Roser Park, Crescent Lake, Allendale, West Side, Driftwood, and Historic Old Northeast. Concurrent with those meetings, additional research was conducted on FARs and ISRs for new construction in several neighborhoods; that data was compared with FARs and ISRs for older structures more typical of the neighborhoods in order to identify trends.

The following goals were agreed upon by the participating neighborhoods:

- Ensure compatibility of new construction with existing context
- Maintain diversity of housing styles, size, and price range to retain diversity among residents
- Maintain or increase green space to provide for better drainage and protection from flooding
- Maintain pedestrian character, avoiding the often unfriendly and overpowering appearance of much of the new construction with over-sized houses and high concrete block walls.

At the committee level CONA endorsed the group’s efforts to “preserve the character of traditional neighborhoods.” On September 22nd, representatives of Historic Old Northeast and Historic Kenwood met with Elizabeth Abernethy, Kathryn Younkin, Luis Teba and Derek Kilborn to review the above goals and the issues identified in these joint CONA meetings. Below is a list of the issues discussed and possible solutions for consideration.

**ISSUES**

1. Height, mass and scale – Fitting into context is more than just setbacks
   a. Reduce allowable height
   b. Create residential FAR (floor area ratio)

2. Redevelopment of grandfathered uses – Increases density and encourages demolition
   a. Eliminate for traditional neighborhoods
3. Reinstatement of abandoned uses—Increases density, exacerbates parking and impermeable surface issues
   a. Eliminate for some neighborhoods

4. Impermeable surface—Little open/green space to provide for storm water drainage and prevent flooding
   a. Decrease impermeable surface ratio (ISR)

5. Design guidelines/architectural style—New construction often fails to exhibit a recognizable architectural style
   a. Incorporate and enforce new design guidelines
   b. Adopt a pattern book describing appropriate architectural styles and detailing for traditional neighborhoods

6. Variances—Setback variances lead to increased mass and scale
   a. Strictly enforce setbacks

7. Enforcement—LDRs are often not enforced
   a. Inspect projects for compliance and enforce
   b. Increase staffing in Zoning and Building departments

8. Tree canopy—Trees are being removed for new construction at an alarming rate
   a. Increase penalty fees for tree removal without a permit and consider other types of penalties
   b. Encourage developers to maintain and plant tree canopy in parkway

9. Streamlining
   a. Limit streamlining
   b. Reduce appeal fees (currently $250)

10. Pile driving
    a. Eliminate pile driving in residential neighborhoods

Specific to publicly-accessible waterfront

11. Dock roofs—Roofed docks detract from the residential character of the neighborhood. They obstruct views and clutter the view corridor. Their location makes these docks accessible to the public in a unique way.
For example, Coffeepot Boulevard is a posted scenic route and the land adjacent to the water lots was considered parkland during the waterfront master planning process.
a. Prohibit dock roofs along designated scenic routes and publicly-accessible waterfront (e.g. Coffeepot Boulevard, Brightwaters)

Summary
When new development replaces badly deteriorated properties and is respectful of existing context and housing stock, it enhances neighborhoods. However, a number of houses constructed since 2007 are over-sized in relation to lot size and frequently include setback variances that increase the FAR and ISR. These houses overpower older houses on the block.

As a way to study the mass and scale issue, in September a subcommittee studied FARs and ISRs for 56 houses in four traditional neighborhoods using county appraiser records, permit information, and site visits. Though more study is needed, it appears that FARs have increased since the 2007 code update. ISRs are difficult to measure and monitor though this is currently one method used by the City to regulate mass and scale. We expect to provide more analysis and recommendations on setback requirements, FARs, ISRs, and building footprint (structure area ratio) soon.

The current economic boom and resulting new development have resulted in an increase in demolition of older structures; demolition permits citywide doubled between 2014 and 2015. New construction that fails to respond to the existing context of our neighborhoods detracts from the established character and eventually destroys a neighborhood’s distinctive sense of place and community. Our goal is to make sure that all new development respects the established character and protects the integrity of our traditional neighborhoods in both boom and bust cycles.

September 30, 2016
Example of incompatible new construction

Example of compatible new construction
Ms. Abernethy,

Attached is the report which you requested at our meeting on September 22nd.

Regards,
Robin Reed, Historic Old Northeast Neighborhood Association
Liz,

Attached are the photos of the new construction. It’s a very large file, so I may need to bring it to you on a flash drive.

It starts with the program we used for the board and CONA and then moves into the critiques of the individual new builds. Please let me know if you do not receive it this afternoon.

Thanks,
Robin

Virus-free. www.avast.com
Marlene, I think this is a good example. R.

If someone has a picture to send please do and I will attach.

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com

On Wed, Mar 30, 2016 at 8:28 AM, Robin Reed <rlreed@tampabay.rr.com> wrote:

I would add a photo that shows context – how the new house fits in with its neighbors – and brief comments about what you like or don’t like about the design, size, lot coverage, etc. These are the points we are trying to make – that most of these houses don’t fit in due to a number of factors, many of which could possibly be addressed by revisions to the code. Thanks! Robin

Hello to all of you, please take a look at this email and let me know of any edits or corrections. Once we all agree I will send it to our contact list.
To all Neighborhoods

Request for Action:

At a recent public meeting on proposed Land Development Regulation (LDR) changes the neighborhoods were asked to assist the city in documenting the “good and bad” effect of the last set of changes, which took place in 2007. Some 700 new homes have been constructed since the last LDR revisions were made, and seeing photographic evidence of those changes will help in guiding future changes to the regulations.

If your neighborhood can assist in taking photos please look at the following process suggestions:

Copy your neighborhood’s listing of new constructions to a new spreadsheet

Depending upon the number of listings, divide up the neighborhood in manageable groups so that volunteers can go out and take photos

Each house should be photographed from the public right-of-way (sidewalk or curb

1. One front (showing address if possible
2. One for each side
3. Rear, if there is an alley

Please limit to no more than 6 per house and please name the file with the address

Email pictures to devrev@stpete.org

Note:

For rows with LOCATION (street address) that do not include a street number (e.g. 022nd Ave. S)

You’ll need to look these up on the county appraiser’s website:

go to http://www.pcpco.org

• choose a search by parcel number
• using the PIN from your spreadsheet, enter the parcel number on the screen and press "submit"
• click on bright blue Parcel Number on the left side of screen
• In most cases, the Ownership/Mailing Address will provide the
• street number, if it isn’t the correct street, scroll down and click on bright blue Permit Number; that will take you to a city screen which should display the street and house number for the permitted new construction.
• Update your Spreadsheet with the Street number.

Attached is the spreadsheet and updated map showing the new homes built since the code changed in 2007. The neighborhood standards meeting is April 12th so the NS neighborhoods should try and get these photos in by the end of next week, April 8th.

(Special thanks to Sharon Winters for her help on this communication)

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693

727 510-4695

cona.pres.murray@gmail.com
Elizabeth Abernethy

From: Robin Reed <rlreed@tampabay.rr.com>
Sent: Wednesday, March 30, 2016 8:28 AM
To: 'Marlene Murray'; 'Sharon Winters'; Elizabeth Abernethy; Kathryn Younkin; Derek Kilborn
Subject: RE: Draft of email for neighborhoods

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From: Marlene Murray [mailto:conapresmurray@gmail.com]
Sent: Tuesday, March 29, 2016 11:23 PM
To: Sharon Winters; Robin Reed; Elizabeth Abernethy; Kathryn Younkin; Derek Kilborn
Subject: Draft of email for neighborhoods

Hello to all of you, please take a look at this email and let me know of any edits or corrections. Once we all agree I will send it to our contact list.

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next week, April 8th.

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Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727.510.4695
cona.pres.murray@gmail.com

No threats detected. www.avast.com
Liz,

I apologize for not approaching you afterwards to say "thank you".

I appreciate all of your hard work and patience with everyone this evening.

I look forward to the rest of the series of meetings.

See you in April!

Scott

Sent via the Samsung Galaxy Mega® 2, an AT&T 4G LTE smartphone
Liz and Kathryn, here is my stuff

On Nov 16, 2016, at 9:09 AM, Elizabeth Abernethy wrote:

Thanks to all of you for your time and efforts in assisting us with the code analysis. It has been very helpful,

Thanks!
--Liz

From: Robin Reed
Sent: Tuesday, November 15, 2016 9:43 PM
To: Elizabeth Abernethy; Kathryn Younkin
Cc: 'Joe Reed'; 'Robert'; 'Sharon'; John Peter Barie
Subject: Analysis

Liz and Kathryn,

Attached is the spreadsheet and analysis that we discussed at our meeting this morning. We very much appreciate you taking the time to meet with us, and to go over our findings regarding mass and scale of new and existing construction as well as Bob's overview of the Traditional Neighborhoods section of the LDRs. It is reassuring to know that our concerns are understood and being taken into consideration.

Many thanks!
Robin

Virus-free. www.avast.com

Your Sunshine City
Thanks! Good job.

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Wednesday, November 02, 2016 6:46 AM
To: Travis Jarman
Subject: Re: City of St. Petersburg Residential LDR Update Meeting #5: Summary and Next Steps

Thanks for the reminder
I will be sure to include that too

Sent from my iPhone

On Nov 2, 2016, at 6:01 AM, Travis Jarman <travis.jarman@bayway.org> wrote:

Hi Liz – Good summary and we are in general agreement.

What happened to the suggestion that mechanical equipment that is elevated and/or visible from the waterway be shielded from view?

Travis Jarman
Vice-President
Bayway Isles Homeowners Club, Inc.

Good afternoon,

Please find attached notes from our fifth and final community workshop held last week on October 25th

Next steps:

- Staff will draft proposed code changes and transmit the draft to you for feedback by mid-December
- Staff will present at a workshop to the Development Review Commission (DRC) – January 4th or February 1st
- Staff will present to the City Council - Committee of the Whole – January 19th at 8:30 AM
- Staff will schedule public hearings before the DRC and City Council:
  - DRC – February 1st or March 1st
  - City Council – TBD (to follow DRC)

Comments can be sent to us at DevRev@StPete.org
Information regarding this effort, including summaries of all meetings, is posted on our web page, www.StPete.Org/LDR

Please feel free to pass this along to anyone interested in participating in this effort. We appreciate everyone’s time and efforts in helping us make improvements to our code!

Best Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

Your Sunshine City
Attached per the request below are pictures for new construction in Bayway Isles. Two of the properties listed are still in the construction phase. Where practical I’ve included at least partial photos of the side yard and/or adjacent homes.

Thanks to our CONA representative Ron Forbes for taking the pictures.

Best regards,
Travis Jarman

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- the street and house number for the permitted new construction.
- Update your Spreadsheet with the Street number.

Attached is the spreadsheet and updated map showing the new homes built since the code changed in 2007. The LDR standards meeting is April 12th (notice attached) for the suburban neighborhoods (NS on the spreadsheet) so those neighborhoods should get photos in by the end of next week, April 8th. Traditional neighborhoods (NT) should submit their photos and commentary by the beginning of August (for August 23rd meeting)

A picture of a home under construction in a neighborhood is also attached for your review.

(Special thanks to Sharon Winters and Robin Reed for their help on this communication)

Marlene Murray, President
Council of Neighborhood Associations, Inc.
P.O. Box 13693
St. Petersburg, FL 33733-3693
727 510-4695
cona.pres.murray@gmail.com
Interesting definition – is the city restricted from requiring shielding of solar devices that are visible from the street, in much the same manner as HOAs are restricted from same?


https://www.flaseia.org/education/solar-laws/

Florida law forbids any entity—including homeowner associations—from prohibiting the installation of solar or other renewable energy devices on Florida buildings. An association may require approval of a system installation, and may establish restrictions for installations. However, any such restrictions must be reasonable, not arbitrary, and applied in a uniform manner for all association members. Also, any restrictions must not have the effect of impairing the performance, or increasing the cost, of a solar system.

In particular, a homeowner association may not prevent the installation of solar collectors on the roof of a home. The association may determine where on the roof the collectors may be installed, so long as the collectors face within 45 degrees of due south.

Finally, any requirement(s) that a system be screened from view by trees, fences, ground mounting racks, or a remote roof location that is hidden from the street, will generally violate the statute.

And here is a third section regarding screening:

16.50.020.4.2. - Ancillary equipment.

A. For the purposes of this section, "ancillary equipment" means:

1. Standard equipment such as air conditioning compressors, central heating equipment, swimming pool and spa pumps and filters, lawn irrigation pumps, propane tanks, and similar equipment listed in the setbacks, allowable encroachments section; and

2. Renewable energy devices and other sustainable development technologies including, but not limited to, solar photovoltaic (pv) panels, solar hot water, solar pool heaters, tankless water heaters, geothermal heat pumps, gray-water systems and rainwater harvesting devices, such as rain barrels and cisterns.

B. Development standards within traditional and suburban zoning districts. Ancillary equipment in traditional and suburban zoning districts shall comply with the following:

1. Setbacks shall comply with those listed in the Setbacks, Allowable Encroachments Section;
2. The base of ground-mounted equipment shall not exceed one foot above ground level or, in flood zones, one foot above the minimum base flood elevation required by City Code for flood protection;

3. Existing equipment that was lawfully installed in a nonconforming location shall be permitted to be replaced with equipment of a reasonably equivalent or lower industry rating or performance standard.

4. The sides of any new or replacement equipment facing or visible from a street, excluding alleys, shall be landscaped as required in the landscaping and irrigation section, except that equipment installed above the first floor.

This is just one example of conflicting/overlapping code sections that we want to clean up

Thanks!
--Liz

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Friday, April 01, 2016 1:06 PM
To: Elizabeth Abernethy
Subject: RE: Setbacks, etc. in deed restricted communities

And while we’re looking at the house with the almost-solid fence, did you notice the mechanical equipment on the roof? For waterfront lots, do you think there might be room in the code for an amendment that would require shielding so that such equipment isn’t visible from the waterway? Our current code doesn’t help with waterways (or for that matter, with secondary streets where a home is located on a corner of two streets....). I wonder why the wording “primary street” was chosen?

All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principle structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principle structure.

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Friday, April 01, 2016 12:36 PM
To: 'Elizabeth Abernethy'
Subject: RE: Setbacks, etc. in deed restricted communities

Which raises the question – suppose the lattice was only occupied the lower 3 feet of the fence. Would that combination (a four foot high fence of which the lower three feet is solid) be allowed under our code?

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Friday, April 01, 2016 12:34 PM
To: 'Elizabeth Abernethy'
Subject: RE: Setbacks, etc. in deed restricted communities

Yes. It appears to be four feet high. As I recall our Association approved a four foot high open fence over a decade ago. Sometime between then and now the owner added a lattice to the open fence, thus the greater opacity. I never thought about it until just now.

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, April 01, 2016 12:31 PM
To: Travis Jarman
Subject: RE: Setbacks, etc. in deed restricted communities
Do you think the solid one is greater than 3-feet?

Thanks!
--Liz

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Friday, April 01, 2016 12:23 PM
To: Elizabeth Abernethy
Subject: RE: Setbacks, etc. in deed restricted communities

Only have two within easy reach, but I think these demonstrate the point. Note that the opacity of one of them is an ordinance (and deed restriction) violation which we will have the next owner cure. The home is vacant at the moment.

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, April 01, 2016 11:36 AM
To: Travis Jarman
Subject: RE: Setbacks, etc. in deed restricted communities

I’m prepping for the next meeting, and we have water yard fences and landscaping on the agenda. I can take some photos on my canal, and I am hoping that you can give me some from yours?

I can’t go into people’s back yards to do this...

I may try to get some from my boat if I can get my hubby to take me out this weekend,

Thanks!
--Liz

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Tuesday, March 29, 2016 7:27 AM
To: Elizabeth Abernethy
Subject: RE: Setbacks, etc. in deed restricted communities

Hi Liz –

Thank you for the follow-up, it is great to have a working partnership between the city and the neighborhoods.

As you know there are just a few deed-restricted neighborhoods left in St. Petersburg. I was thinking that given the small number of parcels affected it might be practical to update your permitting system so that their setbacks (at least) were reflected in the system. If that’s not practical, I understand.

For Bayway Isles Unit 1 and Unit 2 parcels I have attached two documents that may be of use to you and your staff.

1) A copy of our deed restrictions and protective covenants. These covenants were renewed in 1978 and revitalized in 2005. They were subsequently amended by super-majority vote of the members in November, 2008.

Thanks again for everything you and your staff do for us.

Best,
Travis

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Monday, March 28, 2016 5:50 PM
To: Travis Jarman
Cc: Jaclyn Turner; Kathy Whittemore; Kevin Vetter; 'Mike Galinski'; 'Ron Forbes'; 'Tina Bacon'; Kathryn Younkin
Subject: RE: Setbacks, etc. in deed restricted communities

Travis,

Staff is aware that there are sometimes discrepancies between the City’s land development code requirements and subdivision plat restrictions, however, Staff has no legal authority to enforce subdivision plat restrictions. When we are aware of such restrictions, we do inform applicant’s that if they do not comply with such requirements, they are at risk for a private enforcement action such as you mentioned. Typically, the only way that staff is made aware of such restrictions is when they are evident on the property survey.

I will let my staff know that in Bayway Isles, the additional setbacks are strictly enforced. Do you have any documents you can send that show these requirements that we can pass on to applicants?

Unfortunately, there is no simple way to incorporate such information for all subdivisions in our City into our system so that we can readily notify applicants of such restrictions.

Thanks,
--Liz

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Saturday, March 26, 2016 4:57 PM
To: Elizabeth Abernethy
Cc: Jaclyn Turner; Kathy Whittemore; Kevin Vetter; 'Mike Galinski'; 'Ron Forbes'; 'Tina Bacon'
Subject: Setbacks, etc. in deed restricted communities

Hi Liz –

I happened to research a parcel in our deed-restricted neighborhood over the weekend, and discovered that the city either doesn’t know about or does not incorporate the setback requirements set forth in our covenants. Specifically, in the permitting system the parcel at 6191 51st St S indicates that the right-side setback is 7.5 feet, while our deed restrictions specify 10.0 feet for all parcels.

We have upon occasion found homeowners applying for a receiving a permit from the city for construction into the 10.0 foot setback, which makes us (the HOA) the bad guys when we discover the deed restriction violation and as we have done upon at least one occasion, required the homeowner to demolish and relocate the addition.

It would be great if the city could find a way to integrate a deed-restricted community’s setback requirements (and perhaps, other covenant restrictions… we could discuss…) into your permitting system.

Please give this some thought and we can discuss at your convenience.

Best regards,
Travis Jarman
For the Board of Directors
Bayway Isles Homeowners Club, Inc.

Your Sunshine City
And while we’re looking at the house with the almost-solid fence, did you notice the mechanical equipment on the roof? For waterfront lots, do you think there might be room in the code for an amendment that would require shielding so that such equipment isn’t visible from the waterway? Our current code doesn’t help with waterways (or for that matter, with secondary streets where a home is located on a corner of two streets…). I wonder why the wording “primary street” was chosen?

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I may try to get some from my boat if I can get my hubby to take me out this weekend,

Thanks!
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1) A copy of our deed restrictions and protective covenants. These covenants were renewed in 1978 and revitalized in 2005. They were subsequently amended by super-majority vote of the members in November, 2008.


Thanks again for everything you and your staff do for us.

Best,
Travis
Travis,

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--Liz

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Sent: Saturday, March 26, 2016 4:57 PM
To: Elizabeth Abernethy
Cc: Jaclyn Turner; Kathy Whittemore; Kevin Vetter; 'Mike Galinski'; 'Ron Forbes'; 'Tina Bacon'
Subject: Setbacks, etc. in deed restricted communities

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We have upon occasion found homeowners applying for a receiving a permit from the city for construction into the 10.0 foot setback, which makes us (the HOA) the bad guys when we discover the deed restriction violation and as we have done upon at least one occasion, required the homeowner to demolish and relocate the addition.

It would be great if the city could find a way to integrate a deed-restricted community’s setback requirements (and perhaps, other covenant restrictions... we could discuss...) into your permitting system.

Please give this some thought and we can discuss at your convenience.

Best regards,

Travis Jarman
For the Board of Directors
Bayway Isles Homeowners Club, Inc.

Your Sunshine City
Great – much appreciated.

Also, next time you send a meeting summary you might want to consider using BCC instead of making everyone’s email address public. Some folks are sensitive about that because of the propensity of spammers to use just such distribution lists.

Travis

---

On Mar 14, 2016, at 3:07 PM, Travis Jarman <travis.jarman@bayway.org> wrote:

Hi Liz –

I think you missed the comment about revisiting the opacity requirements / height of fences on all water lots (why does the city allow a 3’ solid fence but require 25% opacity for a 4’ fence)? My suggestion would be to require 25% opacity for ALL water lot fences in order to minimize blocking of views from adjacent parcels. Also, I think a 6’ vinyl-coated chainlink fence should be removed from the list of allowable fences on water lots for the same reason.

Otherwise, great meeting! Thanks for setting these up.

Travis Jarman
Vice-President
Bayway Isles Homeowners Club, Inc.
Jarvis,

To further clarify our strategy for this effort, here is the current plan:

1. One month prior to each meeting, staff will meet to identify specific topics to address and assign tasks to the team members to prepare for the meeting.
   - Issues can be submitted by citizens, such as for our first meeting, the water lot gates and RV parking standards, or they can be issues identified by staff based on our experience in working with the code and our interactions with citizens over the last 9-years of implementing the current code.
   - Staff will then do necessary research and field work to provide data and information on the issue.
   - Staff will create a detailed agenda to distribute to the stakeholder list (similar to attached for meeting #1) and posted to the internet.
2. Staff will create a powerpoint for presenting at the meeting.
3. Staff will present the powerpoint, then have Q&A for feedback at the meeting.
4. A meeting summary will be prepared after each meeting and sent to the stakeholder list, and posted to the internet.
5. After the first six meetings on the specific topics, staff will prepare a strike-through/underline version of proposed code changes, and distribute to the stakeholder list and post to the internet.
6. Meetings 7 & 8 will be devoted to reviewing the specific code changes.
7. Public meetings will follow, five in total.

At any time during this process, you are welcome to send us issues you would like us to address, and any other feedback you might have.

Please let me know if you have any further questions or concerns about this process for staff to gather stakeholder input.

Thanks!
--Liz

---

From: Travis Jarman [mailto:travis.jarman@bayway.org]
Sent: Thursday, February 18, 2016 5:18 PM
To: Elizabeth Abernethy; Derek Kilborn
Cc: Marlene Murray; judylan55@gmail.com
Subject: RE: City of St. Petersburg Invitation to 2016 Residential LDR Update

Hi Liz –

If the city is proposing changes to the LDR’s, you must already have some idea of what the issues are or what the recommendations for changes might be.
Hi Susie and Liz—

Thanks for forwarding the proposed changes to the code.

We (Bayway Isles) have an issue that has been bothering us for some time regarding comprehensive building/zoning inspections prior to issuance of certificate of occupancy.

I think there may have already been some discussions internally about this, but just to put the issue directly on the table:

Can you please clarify who is responsible for enforcing landscaping/zoning/other non-building-code ordinances when it comes to new construction and/or re-development of single-family homes? We have a current example in our neighborhood where a new house was built and received a CO, but the property is not compliant with our current city Codes regarding (among other things) concealment of mechanical equipment such as air conditioner condensers.

As I understand it neither the Building Department nor the Zoning Department inspects for compliance with (in this example) our landscaping ordinance before issuing the C.O. — and I don’t think it should be the neighborhood’s responsibility to originate a complaint after-the-fact.

How can we fix this?

Travis Jarman
Vice-President
Bayway Isles Homeowners Club, Inc.
September 3, 2015 - 8:30 AM, First Reading
September 17, 2015 - 6 PM, Second Reading and Public Hearing

Please feel free to contact me should you have any questions,

Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

Your Sunshine City
Elizabeth Abernethy

From: Murante <vmurante@tampabay.rr.com>
Sent: Wednesday, June 22, 2016 9:06 AM
To: Elizabeth Abernethy
Subject: Process to address

Dear Liz –

Last night’s meeting was interesting.
I see the new trend for these little “Granny” houses on TV and wondered who and where they could be placed.

When you mentioned new topics, I was tempted to bring up pet limits and animal rescues in the City, but did not want to go off topic if not appropriate. Would this be considered a residential land use issue?

No one in St. Petersburg should have to live next to a yard with 5 dogs, and especially 7 feet from the fenced yard. How does not negatively affect property and resell value?
What is the process to stop this? Does this require a petition process?

Thank you, Judith
Dear Liz (Elizabeth)

- Thank you for your efforts and the new information for review.
- Can you please remove E-mailamura@tampabay.rr.com from the mailing list, as this is not a valid address. The other correct one is listed.
- I did not submit a comment card since I spoke at the meeting and had sent an e-mail to you already. I think other attendees' comments were similar...Should I have included other additional comments on a proper comment card? I don't believe I saw code education, beautification and cost of rework mentioned.
- Fences rot and require replacement. Neighbors change and then who is responsible to track grandfathered exceptions. Good neighbor fences may cost more initially, but in the long run may actually be cheaper, more aesthetic and save time for Code Compliance.

The notarized signatures is not a new process. Since the City does not have a permit process for fences, the City needs to be involved in the fence installation process before the fence is placed, not after. We "little people" of the City count on the City departments to help ensure that things are done correctly, efficiently and with concern, beautification, and respect for ALL residents. There needs to be communication and clarification between neighbors and with the City. If fact, the signature form should also state that the signer has read or know his/her rights under the ordinance to give informed consent.

Dealing with problems after the fence (or other structures) is installed costs money in fines and legal fees and rework time for the City.
Do it right the first time and prevent rework that costs our City time and money.

A fence finished on both sides is called a "good neighbor" fence and some city, county, municipality but probably more so in HOA Associations require this look. Maybe the City should consider these.

From: Elizabeth Abernethy
Sent: Friday, March 11, 2016 4:13 PM
To: patriciacastellano@simplyverdellc.com; meganmauclair@gmail.com; lasoeur55@hotmail.com; paul@wiezchoice.com; carolklne1948@gmail.com; carolklne1948@gmail.com; rldreed@tampabay.rr.com; jndreed@tampabay.rr.com; sean@ronydesign.com; lsamardich@aol.com; scottyoungblood1@hotmail.com; chuck1silverpalm@tampabay.rr.com; lauriewildwood@gmail.com; dmwisher@edadstudio.com; tim@ronydesign.com; linda_dobbs@yahoo.com; lindadobbs@yahoo.com; craig@jpfirm.com; jmurray@tampabay.rr.com; danharveyjr@gmail.com; cafowna@knology.net; mdellapan@verizon.net; mdellapan@verizon.net; mdellapan@verizon.net; judylandon55@gmail.com; ttlally57@aol.com; wrmellon@verizon.net; mdellapan@verizon.net; rldreed@tampabay.rr.com; ryangivens@msn.com; pattywgassner@gmail.com; vmurante@tampabay.rr.com; swinters@tampabay.rr.com; darbreg@aol.com; banderson@iconconsultantgroup.com; lasoeur55@hotmail.com; cknox@smartinc1.com; rabott100@aol.com; travis.jarm.an@bayway.org; judylandon55@gmail.com; rebeccaf@tampabay.rr.com; jardolino@synergycontractinggroup.com; kryzstam@gmail.com; frank.lavi@gmail.com; aikanopinkey@gmail.com; spantwn203@aol.com; myatesca@gmail.com; kentroda@versemblor@gmail.com; ttlally57@aol.com; mjstafford12@gmail.com; mherring@frameworkgroupllc.com; meganmauclair@gmail.com; mark.stroud@c1bank.com; cal@cfphomes.com; Jim Stitt; tim@rhode.com;
From: Murante <vmurante@tampabay.rr.com>
Sent: Monday, March 07, 2016 10:04 AM
To: Elizabeth Abernethy
Subject: Preventing rework

Liz -

OLD: A fence makes good neighbors.
NEW AND CORRECT: A fence placed on owns own property and according to the Code Compliance ordinance makes good neighbors.

Can I at least know if they were city employee or community people?
It does make a difference. Does the city not want to do the accountability or is it builders/realtors/others who only focus on their properties.

The notarized signatures is not a new process. Since the City does not have a permit process for fences, the City needs to be involved in the fence installation process before the fence is placed, not after. We “little people”of the City count on the City departments to help ensure that things are done correctly, efficiently and with concern, beautification, and respect for ALL residents. There needs to be communication and clarification between neighbors and with the City. If fact, the signature form should also state that the signer has read or know his/her rights under the ordinance to give informed consent.

Dealing with problems after the fence is installed costs money in legal fees and rework time for the City.
Do it right the first time and prevent rework that costs our City time and money.
Please don’t let them change the process and take the signature process away!

A fence finished on both sides is called a "good neighbor" fence and some city, county, municipality but probably more so in HOA Associations require this look. Maybe the City should consider these.

Thankfully and respectfully,
Judith Murante

From: Elizabeth Abernethy
Sent: Monday, March 07, 2016 7:56 AM
To: Murante
Subject: RE: Detailed Agenda for City of St Petersburg 2016 Residential LDR Update Meeting #1 on March 08th

There are a number of people that provided input on the fence issues.
I’m not sure how identifying specific individuals will be productive in the discussion of the issue tomorrow night?

Thanks!
--Liz

From: Murante [mailto:vmurante@tampabay.rr.com]
Sent: Saturday, March 05, 2016 4:35 PM
Dear Elizabeth -

Is it public record to know who submitted the fence issues?

Thank you, Judith Murante

From: Elizabeth Abernethy
Sent: Wednesday, March 02, 2016 10:36 AM
To: Nina Light; mdellapenna@verizon.net; rreedomtampabay.com; nyangivens@msn.com; pattwlyassen@gmail.com; vmurante@tampabay.com; swinters@tampabay.com; darbreg@gmail.com; banderson@iconconsultantgroup.com; lasoer55@hotmail.com; cknox@martinc1.com; abbott100@aol.com; travis.jarman@bayway.org; judylandon55@gmail.com; rebeccaraf@tampabay.com; Jardolino@synergycontractinggroup.com; krystam@gmail.com; franklavigna@gmail.com; akanopinkney@gmail.com; spantwn203@aol.com; myatesca@gmail.com; kentrodahaverrealtor@gmail.com; tlally57@aol.com; mjstafford12@gmail.com; tim@trhode.com; sean@roneydesign.com; don@strobeldesignbuild.com; Paul_A_Haggard@msn.com; paulwiczorek@gmail.com; ben@canopybuilders.com; lasoer55@hotmail.com; cknox@martinc1.com; tnorton@stpete.com; joni@stpetepartnership.org; jfarrell@tampabayrealtor.com; j.landers0675@gmail.com; kevinrobles@verizon.net; sharon@domainhomes.com; rspoar@habitatshallborough.com; ben@canopybuilders.com; chuck1silverlrm@tampabay.com; chuck@greenstreethomesfl.com; don@strobeldesignbuild.com; info@designworksfudio.com; info@griffincontracting.com; tony@sunsureasing.com; PD1@tampabay.com; trm@trhode.com; tim@roneydesign.com; tim.c@mesh.ws; l.harvard@harvardjolly.com; richard@modernstpetehomes.com; poul@wiezychoice.com; ronning@ao.com; dmwishner@gmail.com; fredrussell@ij.net; paul@ahha-architecture.com; slumbuster@aol.com; aldermanplanning@gmail.com; ryan.givens@cardno.com; matsullivan58@gmail.com; craig@jnfirm.com; dmastry@tenam.com; mailto:rrreedomtampabay.com
CC: Robert MGerdes; Susan P. Atoc; Michael Dena; Sharon Wright; Thomas Gibson; Alan Deisle; Michael J. Jeffers; Evan Mory; James A. Corbett; Mark A. Winn; Derek Kilborn; Catherine Lee; Heather Judd; Mike Dove; Mayor; Judy A. Tenison; Rick E. Dunn; Rick Macalay; Sarah Hughart; Dave S Goodwin; Loretta A. Taylor; Phyllis Coster; Kevin King; Benjamin Kirby; Alexandrnia Hancock; Brittany McMullen; Corey D. Malyszka; Gary W Crosby; Kathryn Younkin; Pam A. Lee; Pamela Jones; Shane P. Largent
Subject: Detailed Agenda for City of St Petersburg 2016 Residential LDR Update Meeting #1 on March 08th

Please find attached a detailed agenda for discussion at next week’s Residential LDR Update Meeting #1

Tuesday, March 08th
6:00-8:00 PM
Main Library located at 3745 9th Avenue North

Information regarding this effort will be posted on our web page, www.StPete.Org/LDR

A meeting summary will be posted within a week of the meeting.

I have also attached a handout on our fenceregulations.

Please feel free to forward to anyone that might be interested in participating.

Hope to see you there!

Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City Of Saint Petersburg

Mayor, Rick Kriseman (mayor@stpete.org)

Wednesday, March 24, 2016

I am writing you for clarification and comments of the current ordinances in regards to “Domestic equipment parked, placed, or stored on neighborhood zoned property”

We are requesting your assistance in securing a written review of the ordinance as attached on page 2. (§ 16-40.100.5)

Our request: Is for the need to have temporary access within the confines of our driveway loading and unloading our RV within the limited exceptions as provided for under “Section Limited Exceptions” as provided for by conditions 1 and 2 of section D.

In compliance with Section A: We are NOT asking to park or place or store our RV on our property especially since we do not have an enclosed structure to accommodate the 44ft RV, for this reason we have an offsite storage unit. There is ample room within our drive as not to impede visibility for motorists and does not block any portion of a public sidewalk or roadway.

Additionally my wife’s handicap would greatly benefit from this access via our driveway to avoid inaccessible access from the curb or street side parking for loading & unloading the RV.

Property location Parcel Number: 08-31-17-83322-000-0260
Property Address: 355 Brightwaters Blvd NE St. Pete, FL 33704
Domestic Vehicle (RV): Florida Tag QJ-713 / 2014 44ft long 13ft high, Newmar KingAire
Handicap Parking Permit: A8211960 / Y500178516040

Respectfully submitted
Peyton L. Yon and Doris Elaine T Yon
355 Brightwaters Blvd NE
Saint Petersburg, Florida 33704
(850) 294-7827
Email: Yonrealty@gmail.com
A. No person shall park, allow to be parked, place, allow to be placed, store, or allow to be stored more pieces of domestic equipment on neighborhood zoned property outside a legally constructed c. Any equipment parked, placed, or stored on neighborhood zoned property outside a fully enclosed structure not exceeding 35 feet in overall length, shall not exceed eight feet in width and shall not exceed 12 feet in height. Whenever a piece of domestic equipment is parked, placed or stored on a trailer specifically to transport or carry the domestic equipment, this condition shall be counted as one piece of equipment for purposes of this subsection.

B. Domestic equipment may be parked, placed or stored inside any legally constructed fully enclosed structure which meets the regulatory requirements of the zoning district.

C. A person may park, place or store domestic equipment outside a fully enclosed structure provided the following conditions are met:

1. The equipment is parked, placed or stored in the rear yard, in the interior side yard, or in the buildable area for a principal or accessory structure; however, it shall not be parked, placed or stored in the front yard, in the street side yard, or in the buildable area to the front of the principal structure.

2. When parked, placed or stored within any buildable area between the street side yard and the principal structure, or within 50 feet of any street right-of-way, measured from the edge of the road bed, equipment must be shielded from view from the street right-of-way by a solid six-foot high shield. Any portion of the required six-foot high shielding may also be accomplished with maintained vegetation forming a solid hedge. Any gate used to comply with this shielding requirement must also be six feet high, and be kept closed whenever the equipment is not being moved through the gate. The height and construction of the shielding must comply with all applicable ordinances and laws.

3. When parked, placed or stored adjacent to an alley, the equipment must not impede the vehicles entering the alley from adjacent driveways.

4. No equipment shall be in a waterfront yard except one boat is allowed to be placed or stored in the waterfront yard only when provisions exist to place the boat directly in the water from its location of place.

5. Equipment cannot obstruct any door, window or other opening of a dwelling which provides entrance to or exit from a dwelling.

6. Equipment must be in sound condition, good repair and free of deterioration or damage.

D. Limited exceptions: On the following days and times, domestic equipment may be temporarily placed to the front of the principal structure or outside of any required shielding, provided the equipment not impede visibility for motorist and does not block any portion of the public sidewalk or roadway:

1. From Monday 8:00 a.m. through Thursday 4:00 p.m. for no more than four consecutive hours.

2. From Thursday, 4:00 p.m. until Monday 8:00 a.m.

E. Each item of domestic equipment observed in violation of this section is a separate violation subject to a separate fine and each day that the observed violation continues to exist is a separate violation subject to a separate fine.

F. If any piece of domestic equipment is fitted with liquified petroleum gas or other volatile liquid containers shall meet all local, state, and federal standards. In the event that leakage is detected from a container, immediate corrective action must be taken by the property owner or equipment owner proper and safe repairs.

(Code 1992, § 16.40.100.5)
Mr. Zuckerman,

I cannot administratively waive this code requirement, as there is no provision in code which allows me to do so. You can apply for a variance. I have attached the variance application and schedule.

I am coordinating with the Construction Services & Permitting Division regarding the enforcement of this code provision.

Regards,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager Planning & Economic Development Department City of St. Petersburg P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

-----Original Message-----
From: Sue@ [mailto:Avalon Building Corp manager@avalonbuildingcorp.com]
Sent: Thursday, August 06, 2015 10:22 AM
To: Elizabeth Abernethy
Subject: Fwd: Fwd: Letter from RZ on Sod concern

Good morning Elizabeth. Please see attached letter regarding the sod issue at 224 Toledo Way in Snell Island, St. Pete. Thank you.
Dear Ms. Abernethy:

We have been informed that the ordinance which limits the sod type of St. Augustine to 50 percent of permeable area of the lot has been in place since 2010. However a majority of the City’s inspectors are not aware of (we spoke to them), and therefore, have not been enforcing it consistently. Clearly this is a case of the code not being consistently enforced or even enforced at all.

It was stated that it cannot be determined if homeowners are adding the additional St. Augustine after the certificate of occupancy has been issued or if it was overlooked when inspected by building department officials. This should not matter, as you state – it is a code requirement. And it is doubtful that most homes go for a final inspection with only half the yard with sod – the sod is in place at inspection.

There are many new homes right in the same neighborhood that have not obeyed this rule including one that just recently (since we started construction) closed on the same street! We view that in light of this we should be allowed the same treatment, and if not then the other homes in violation should be required to adhere to this rule also and replace the amount of St. Augustine on their lots to less than 50%. Selective enforcement is prejudicial.

We are aware of the concerns of water usage but reclaimed water is being used at the home in question. However, since other recently C.O. issued homes have not been required to comply with the regulation, this causes an unfair financial burden on us to go back and now replace sod that has already been installed. It is clear, given that several City inspectors were not even aware of the ordinance, that is was not being enforced. In addition, it is a corner lot – thus two front yards – it will look bad and out of place to have two different sods – another reason to allow as is.

We will be happy to comply with the ordinance if the other homes which do not comply (of which you are now aware) are brought into compliance with 16.40.060.2.1.4.

Otherwise the ordinance is being selectively enforced, which is not fair or appropriate.

Sincerely,

Ralph Zuckerman
Public Participation Report Addendum:

Since the first publication of the Public Participation Report in January 2017, there have been a number of additional meetings, as shown below and additional documents submitted to staff. Staff presentations to the City Council Committee of the Whole have been published to the DRS webpage: www.StPete.org/LDR. The additional documents provided to staff by the public are attached.

Additional Meetings and Presentations:
City Council Committee of the Whole (01-19/03-14)
Snell Isle Neighborhood Association (01-27)
Development Review Commission Workshops (02-01/03-01)
Euclid St. Paul Neighborhood Association (02-02)
Council of Neighborhood Associations (CONA) (02-15)
Neighborhood Review Committee (02-21/04-28/5-26)
Allendale Crime Watch (03-14)
Riviera Bay Neighborhood Association (03-21)
Shore Acres Neighborhood Association (04-10)
Chamber Public Policy Meeting (04-25)
Pinellas Realtors Organization (05-09)

Attachment:
Public Input
February 11, 2017

Elizabeth Abernethy
City of St. Petersburg Zoning

cc: Development Review Commission and City Council

Dear Ms. Abernethy,

As a resident of the Old Northeast, I was pleased to read in Susan Taylor Martin’s recent article that the zoning department is considering some tighter restrictions on residential new construction. While I am a lover of historic preservation, I do understand that a certain amount of demolition and building is not necessarily a bad thing. Most of the new houses seem to be of high quality (David Weekly Homes excepted). What bothers me is the sheer size of most of these new houses. Most of the ones I see are at least 20% bigger than they should be. They take up most of the lot, leaving little green space. They tower over other homes in the neighborhood. I understand that the builders want to build as large as they are permitted, and the city receives more property taxes for bigger homes. But we as a city need to take the long view and not let greed drive the transformation of our beautiful neighborhoods.

Thank you,

Sidney Wilson
160 25th Avenue N.
St. Petersburg FL 33704
sidjuju@me.com
Karl:
Thanks for the prompt response and for remembering our conversation.
For a few details:
NT-1 and NT-2 allow accessory dwelling units (meaning they can have a kitchen). NT-3 which is my zoning allows accessory apartments but no kitchens.
My garage apartment (with kitchen) was built around the same time as my house in the 1920's. It has had its own meter from the start. We pay extra charges on trash collection because of the apartment. Most of the houses on the alley between 14th and 15th Avenue between Oak and Locust have garage apartments.
I want to rebuild it and probably expand it but it is grandfathered so I will have to get a variance to rebuild it.

I have been on the "Planning and Historic Preservation" and its various configurations since about 1994. I was on the commission when we did the revisions to the zoning ordinance. It was a massive undertaking and at the time I did not realize that NT-3 was treated differently so I did not bring it up. I don’t think it makes any sense given the established pattern that the ordinance was supposed to promote.

If the ordinance is being revisited now would be the time to change that section.
Thanks.
Jeff

-----Original Message-----
From: Karl J. Nurse [mailto:Karl.Nurse@stpete.org]
Sent: Sunday, February 19, 2017 5:46 PM
To: Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org>
Cc: Jeffery Wolf <jwolf@jmwolf.net>
Subject: NT-3 zoning and accessory dwelling units

Liz,

Jeff Wolf, a contractor who served 8 years on the old planning commission, stopped me yesterday to discuss garage apartments on his street and NT-3 zoning. Jeff lives in Old Northeast on 14th Ave NE. He told me that virtually every house on his block was built with a garage apartment including his house.

We apparently do not allow this in NT-3 and so existing units are grandfathered. I don’t remember if this was done with the knowledge that these units are pretty common in Old Northeast. I told Jeff that you were in the process of updating the land development regulations and that I would put him in touch with you to discuss this item
Thanks,
NEIGHBORHOOD REVIEW COMMITTEE
SUMMARY OF FAR, BUILDING COVERAGE AND ISR ISSUES
02/21/17

FAR HISTORY

Table 1

<table>
<thead>
<tr>
<th>ZONING</th>
<th># Homes</th>
<th>Average S.F. Living</th>
<th>Average FAR LivingArea*</th>
<th>Average FAR Gross</th>
<th>2008-2016 Average FAR Gross</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS-1</td>
<td>29,230</td>
<td>1,531</td>
<td>0.25</td>
<td>0.18</td>
<td>0.45</td>
</tr>
<tr>
<td>NS-2</td>
<td>5,356</td>
<td>2,073</td>
<td>0.26</td>
<td>0.18</td>
<td>0.44</td>
</tr>
<tr>
<td>NT-1</td>
<td>19,357</td>
<td>1,142</td>
<td>0.23</td>
<td>0.17</td>
<td>0.33</td>
</tr>
<tr>
<td>NT-2</td>
<td>11,474</td>
<td>1,303</td>
<td>0.27</td>
<td>0.20</td>
<td>0.43</td>
</tr>
<tr>
<td>NT-3</td>
<td>3,178</td>
<td>1,925</td>
<td>0.32</td>
<td>0.24</td>
<td>0.54</td>
</tr>
<tr>
<td>NT-4</td>
<td>22</td>
<td>1,939</td>
<td>0.48</td>
<td>0.38</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>68,617</td>
<td>1,652</td>
<td>0.30</td>
<td>0.23</td>
<td>0.44</td>
</tr>
</tbody>
</table>

FAR ANALYSIS:

- THE CITY WIDE GROSS AVERAGE PRE 2007 REGULATIONS WAS 0.30 CITY WIDE
- CITY WIDE GROSS AVERAGE 2008-2016 WAS 0.44
- GROSS FAR NEEDS TO BE UTILIZED NOT LIVING AREA.
  - USING A GROSS FAR IS LESS CONFUSING, CREATES LESS LOOP HOLES
- FARS IN THE SUBURBAN CORRIDORS IS CAPPED AT 0.5

- CITY'S PROPOSAL OF LIVING AREA WITH 550 FEET OF EXEMPTION FOR STORAGE AND PORCHES ETC WOULD YIELD APPROXIMATE GROSS FAR OF 0.59.

- IF ADDITIONAL BONUSES FOR DESIGN ARE ADDED OF .015 THIS WOULD ALLOW AN OVERALL GROSS FAR OF .74

- IF A SINGLE FAR IS USED IT ONLY ENCOURAGES TWO STORY HOUSES. AN ADDITIONAL BONUS SHOULD BE CONSIDERED FOR SINGLE STORY HOUSES

RECOMMENDATION:

- THE FAR SHOULD BE CALCULATED ON GROSS FAR WITH A FIGURE OF .40
- BONUSES OF UP TO .1.5 SHOULD BE DEVELOPED FOR IMPROVED DESIGN AND ARTICULATION OF BUILDINGS FOR A MAXIMUM FAR OF .55
ISR HISTORY

ZONING

<table>
<thead>
<tr>
<th></th>
<th>Citywide Average Building Coverage</th>
<th>2008-2016 Average Building Coverage</th>
<th>City Proposed Building Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS</td>
<td>0.24</td>
<td>0.32</td>
<td>0.50</td>
</tr>
<tr>
<td>NT</td>
<td>0.23</td>
<td>0.32</td>
<td>0.50</td>
</tr>
</tbody>
</table>

ISR ANALYSIS

- CURRENT ISR IS .65
- BUILDING COVERAGE AND TOTAL ISR SHOULD BE DIVIDED TO ALLOW FOR POOLS AND PATIOS TO BE ADDED AFTER A HOME HAS REACHED ITS ALLOWABLE BUILDING COVERAGE
- BUILDING COVERAGE HISTORICALLY AVERAGES .24
- BUILDING COVERAGE SINCE THE 2007 CODE WAS .33 IN SUBURBAN NEIGHBORHOODS AND .44 IN TRADITIONAL NEIGHBORHOODS
- THE CITY IS PROPOSING A BUILDING COVERAGE RATIO OF .5 WITH A TOTAL ISR OF .65

BUILDING COVERAGE AND ISR RECOMMENDATION:

THE BUILDING COVERAGE RATIO SHOULD NOT EXCEED .45 AND THE TOTAL ISR SHOULD BE NO HIGHER THAN .55
Regulations may differ in Lower Density Growth Management Areas.

230% maximum lot coverage.

Front yard must be at least as deep as an adjacent yard with a minimum depth of 20 feet.

Height controlled by sky exposure plane, a sloping line that begins at a height of 25 feet above front yard line.

### Single-Family Detached Residences

<table>
<thead>
<tr>
<th>Lot Width (min)</th>
<th>Lot Area (min)</th>
<th>FAR (max)</th>
<th>OSR (percent)</th>
<th>Front Yard (min)</th>
<th>Rear Yard (min)</th>
<th>Side Yards (min)</th>
<th>Building Height/Perimeter Wall (max)</th>
<th>Required Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1-1</td>
<td>100 ft</td>
<td>9,500 sf</td>
<td>0.5</td>
<td>150.0</td>
<td>20 ft</td>
<td>30 ft</td>
<td>2 35 ft 15 ft</td>
<td>na*</td>
</tr>
<tr>
<td>R1-2</td>
<td>60 ft</td>
<td>5,700 sf</td>
<td>0.5</td>
<td>150.0</td>
<td>20 ft</td>
<td>30 ft</td>
<td>2 20 ft 8 ft</td>
<td>na*</td>
</tr>
<tr>
<td>R1-2A</td>
<td>60 ft</td>
<td>5,700 sf</td>
<td>0.5</td>
<td>na²</td>
<td>20 ft³</td>
<td>30 ft</td>
<td>2 20 ft 8 ft</td>
<td>35 ft/25 ft</td>
</tr>
</tbody>
</table>

1 Regulations may differ in Lower Density Growth Management Areas
2 30% maximum lot coverage
3 Front yard must be at least as deep as an adjacent yard with a minimum depth of 20 feet
4 Height controlled by sky exposure plane, a sloping line that begins at a height of 25 feet above front yard line
Liz,

Thank you for meeting with Robin, Joe, Bob and myself yesterday morning. Bob’s recap of the statistics that you presented to the council working committee and to COMA was helpful in emphasizing the Neighborhood Review Committee’s (NRC) recommendation in FAR, Building Coverage and ISR. Obviously, there is a difference in what you have proposed so far and what the NRC would like to see.

I know you have feedback from groups like ours and other interested parties, but I wonder if it is not too late for you to convene a committee of people who know the zoning ordinance well and who have built houses in St. Pete to review your proposals and our recommendations. The committee would have Bob Jeffries (if he is willing), two residential architects, two residential builders. Perhaps there could be some consensus about the appropriate final numbers. That way when the proposed zoning changes go to council you would have professionals, builders and concerned citizens on board for support.

Even though as an architect I have had 37 years of residential design experience in Chicago, I don’t consider myself qualified to be on such a committee due to lack of local experience. However, in my opinion, the generally oversized and poor design effort on many of the recent houses in Old Northeast is an affront to this charming neighborhood.

Thank you for your and your staff’s effort in pulling together the statistics that have allowed us to assess this problem and also thank you for the time you have spent getting the word out to citizens. But I urge you to convene a group of concerned professionals as I have suggested above.

Doug Gillespie
145 10th Avenue N Unit 9
St. Petersburg, FL 33701
DRAFT #1 2.17.17 FAR-ISR Statement

Floor Area Ratio (FAR) limits for NT-1, NT-2, NT-3 and NT-4 districts.

The City of St. Petersburg should establish limits on the allowable floor area for residential one and two family structures and describe what elements of a building are included in gross floor area.

Floor Area Ratio - FAR – regulates the amount of gross floor area that can be built on any given lot. FAR is the ratio of gross floor area of all buildings on a lot divided by the lot size.

Gross Floor Area is the sum of the gross area of all floors of a residence, measured to the exterior of the outside walls. In determining the gross floor area of houses in residential zones for the purpose of calculating floor area ratio (FAR), all floor areas of each floor of all principal buildings and all accessory buildings on the lot shall be included.

Attics are considered as a floor if they are accessible via any means, except a pull down attic ladder, where wall heights exceed 5’ above finished floor.

Accessory structures include any structure that creates an impervious surface footprint. Examples include covered porches, garages, sheds, pool houses, pergolas, and lanais.

\[
\text{FAR} = \frac{\text{gross floor area of all buildings on a lot}}{\text{Lot size}}
\]

Impervious Surface shall include the footprint of all principal buildings, the footprint of all accessory buildings, plus driveways, sidewalks, pools and pool decks and other impervious surfaces.

Impervious Surface Ratio (ISR) limits for NT-1, NT-2, NT-3 and NT-4 districts shall not exceed 0.50.

Definitions extracted from SECTION 16.90.020. - RULES OF INTERPRETATION AND DEFINITIONS of the LDR
Impervious surface means a surface that has been compacted or covered with a layer of material so that it is resistant to or prevents infiltration by stormwater. It includes, but is not limited to, roofed areas and surfaces such as compacted sand, limerock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces.

Impervious surface ratio (ISR) means a measure of the intensity of impervious surface on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.
Kathryn Younkin

From: Douglas Gillespie <dgillespie@mjgarch.com>
Sent: Tuesday, February 28, 2017 6:13 PM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'; Kathryn Younkin
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg
Attachments: Evanton, IL zoning matrix.xlsx; Excerpts from Evanston, IL Zoning Ordinance.pdf

Liz,

Thank you for considering the committee idea and discussing it with your colleagues.

Attached are excerpts from the Evanston, Illinois zoning ordinance. I reduced the requirements for three residential districts to a matrix, so that you can easily see how lots of similar sizes compare between Evanston and St. Petersburg.

Thank you,

Doug Gillespie

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, February 24, 2017 3:27 PM
To: Douglas Gillespie<dgillespie@mjgarch.com>
Cc: 'Robin Reed' <rlreed@tampabay.rr.com>; 'Joe Reed' <jdreed@tampabay.rr.com>; 'John Barie' <jpbarie.architect@gmail.com>; 'Robert' <slumbuster@aol.com>; 'Sharon Winters' <swinters@tampabay.rr.com>; Kathryn Younkin <Kathryn.Younkin@stpete.org>
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

We have discussed this amongst the team and the consensus is that we need to move forward with the package, We will evaluate your proposed FAR changes and get back to you, hopefully by the end of next week. We have to finalize a draft strike-out/underline package for the 03/16 COW meeting by next Thursday CLOB, so I will send it to you along with everyone else on the LDR email list.

Have a nice weekend,
Thanks!
--Liz

From: Douglas Gillespie [mailto:dgillespie@mjgarch.com]
Sent: Thursday, February 23, 2017 3:39 PM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

Thank you for your response. I am sharing this with others on the Neighborhood Review Committee.

Doug Gillespie

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Thursday, February 23, 2017 3:39 PM
To: Douglas Gillespie <d Gillespie@mijaarch.com>
Subject: Re: FAR, Building Coverage and ISR issues in St. Petersburg

Douglas,

I will discuss your suggestion to convene a committee with my director.

I do believe this idea has merit, my main concern is the added delay in adoption of the amendments.

My goal as noted yesterday is May adoption. This would likely delay us at least another 90-days, and I have a number of applicants waiting on some of the pending clarification changes.

I'll let you know what we decide.

Thanks for your time and thoughtful consideration,

Elizabeth

From: Douglas Gillespie <d Gillespie@mijaarch.com>
Sent: Wednesday, February 22, 2017 10:47:37 AM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Sharon Winters'; 'Robert'; Kathryn Younkin
Subject: FAR, Building Coverage and ISR issues in St. Petersburg

Liz,

Thank you for meeting with Robin, Joe, Bob and myself yesterday morning. Bob’s recap of the statistics that you presented to the council working committee and to COMA was helpful in emphasizing the Neighborhood Review Committee’s (NRC) recommendation in FAR, Building Coverage and ISR. Obviously, there is a difference in what you have proposed so far and what the NRC would like to see.

I know you have feedback from group’s like ours and other interested parties, but I wonder if it is not too late for you to convene a committee of people who know the zoning ordinance well and who have built houses in St. Pete to review your proposals and our recommendations. The committee would have Bob Jeffries (if he is willing), two residential architects, two residential builders. Perhaps there could be some consensus about the appropriate final numbers. That way when the proposed zoning changes go to council you would have professionals, builders and concerned citizens on board for support.

Even though as an architect I have had 37 years of residential design experience in Chicago, I don’t consider myself qualified to be on such a committee due to lack of local experience. However, in my opinion, the generally over scaled and poor design effort on many of the recent houses in Old Northeast is an affront to this charming neighborhood.
Thank you for your and your staff’s effort in pulling together the statistics that have allowed us to assess this problem and also thank you for the time you have spent getting the word out to citizens. But I urge you to convene a group of concerned professionals as I have suggested above.

Doug Gillespie
145 10th Avenue N Unit 9
St. Petersburg, Fl 33701

Your Sunshine City
<table>
<thead>
<tr>
<th>ZONING DISTRICT</th>
<th>MIN. LOT SIZE</th>
<th>MIN. LOT WIDTH</th>
<th>MAX. BUILDING COVERAGE</th>
<th>FRONT YARD SETBACK</th>
<th>SIDE YARD SETBACK</th>
<th>REAR YARD SETBACK</th>
<th>MAX. BUILDING HEIGHT</th>
<th>MAX. IMPERVIOUS SURFACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>7,200 S.F.</td>
<td>35'</td>
<td>30%</td>
<td>27'</td>
<td>5'</td>
<td>30'</td>
<td>35' OR 2-1/2 STORIES</td>
<td>35%</td>
</tr>
<tr>
<td>R2</td>
<td>5,000 S.F.</td>
<td>35'</td>
<td>40%</td>
<td>27'</td>
<td>5'</td>
<td>30'</td>
<td>35' OR 2-1/2 STORIES</td>
<td>55%</td>
</tr>
<tr>
<td>R3</td>
<td>5,000 S.F.</td>
<td>35'</td>
<td>45%</td>
<td>27'</td>
<td>5'</td>
<td>30'</td>
<td>35' OR 2-1/2 STORIES</td>
<td>60%</td>
</tr>
</tbody>
</table>
granting of a certificate of zoning compliance and restoration is actually begun within one (1) year after the date of such damage or destruction and is diligently pursued to completion. In no event shall any damage or destruction to such a structure by means within the control of the owner be repaired or restored except in accordance with Section 6-6-5-2.

6-6-6. - VARIATIONS PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a variation was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such variation.

6-6-7. - SPECIAL USES PREVIOUSLY GRANTED FOR USES AND STRUCTURES.
Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a special use was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such special use.

CHAPTER 7 - ZONING DISTRICTS AND MAP
SECTION:

6-7-1. - DISTRICTS.
In order to carry out the purposes of this Title, the City of Evanston is hereby divided into the following zoning districts:

<table>
<thead>
<tr>
<th>(A) Residential districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1 Single-family residential district</td>
</tr>
<tr>
<td>R2 Single-family residential district</td>
</tr>
<tr>
<td>R3 Two-family residential district</td>
</tr>
<tr>
<td>R4 General residential district</td>
</tr>
<tr>
<td>R4a General residential district</td>
</tr>
<tr>
<td>R5 General residential district</td>
</tr>
<tr>
<td>R6 General residential district</td>
</tr>
</tbody>
</table>

(Ord. 71-8-05)

<table>
<thead>
<tr>
<th>(B) Business districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 Business district</td>
</tr>
<tr>
<td>B2 Business district</td>
</tr>
<tr>
<td>B3 Business district</td>
</tr>
<tr>
<td>B1a Business district</td>
</tr>
</tbody>
</table>

(Ord. 138-0-05)

<table>
<thead>
<tr>
<th>(C) Commercial districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Commercial district</td>
</tr>
<tr>
<td>C1a Commercial mixed use district</td>
</tr>
<tr>
<td>C2 Commercial district</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(D) Downtown districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 Downtown fringe district</td>
</tr>
<tr>
<td>D2 Downtown retail core district</td>
</tr>
<tr>
<td>D3 Downtown core development district</td>
</tr>
</tbody>
</table>
4. The number of clients on the subject property at any one (1) time and per day;
5. The hours of operation;
6. The hours during which pick up and delivery are permitted;
7. The manner in which utilities and other services are provided to the area;
8. Sources of noise, vibrations, smoke, dust, odor, heat, glare, or electrical interference with radio or television transmission to the area;
9. Exterior alterations to the residential appearance of the subject property, including, but not limited to, creating a separate or exclusive office entrance, signage or other advertising or display to identify the office, fencing, and outdoor storage; and
10. The taxable value of buildings and land on, and within the vicinity of, the subject property.

(D) If the City Council grants the special use, the property owner, or his or her agent, shall provide the Cook County assessor's office with appropriate documentation of the nonresidential use of the subject property, including, but not limited to, the amount of floor area devoted to nonresidential use. The property owner, or his or her agent, shall cause to be placed on file in the office of the zoning division a copy of the above described document. Said document and copy shall be received by the Cook County assessor's office and zoning division before the City may issue a final certificate of occupancy for the nonresidential use.

(Ord. 88-0-09)

6-8-1-12. - TOWNHOUSE ORIENTATION.

Single-family attached dwelling units, commonly referred to as townhouses, shall have frontage on a public street.

(Ord. 92-0-03)

DISTRICT REQUIREMENTS

FOOTNOTE(S):
--- (5) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (6) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (7) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (8) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (9) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (10) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.
--- (11) ---
See also Subsection 6-4-1-9(A), "General Yard Requirements," of this Title.

6-8-2. - R1 SINGLE-FAMILY RESIDENTIAL DISTRICT.

6-8-2-1. - PURPOSE STATEMENT.

The R1 single-family residential district is intended to provide for single-family development at the lowest density within the City, and to preserve the present physical character of that area while allowing for infill development.

(Ord. 43-0-93)

6-8-2-2. - APPLICABILITY OF OVERLAY DISTRICTS.

The provisions of the residential estate overlay district as set forth in Section 6-15-12, "oRE Residential Estate Overlay District," of this Title may apply to development in the R1 single-family residential district. Refer to the City of Evanston zoning map for the exact location of the oRE overlay district.

(Ord. 43-0-93)

6-8-2-3. - PERMITTED USES.

The following uses are permitted in the R1 district:

Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Dwelling — single-family detached.
Dwelling — two-family (when located in a historic district designated by the Evanston preservation commission and constructed prior to the effective date hereof).
Educational institution — public.
Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).
Park.
Playground.
Residential care home — category I (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
The following uses may be allowed in the R1 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

- Bed and breakfast establishments (subject to the general requirements of Section 6-4-7, "Bed And Breakfast Establishments," of this Title).
- Cemetery.
- Child residential care home.
- Cultural facility.
- Daycare center — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
- Daycare center — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
- Education institution — private.
- Planned development (subject to the requirements of Section 6-3-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
- Public utility.
- Religious institution.
- Residential care home — category II (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).
- Transitional treatment facility — category I (subject to the general requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

**6-8-2-5. - LOT SIZE.**

The minimum lot size in the R1 district is seven thousand two hundred (7,200) square feet, except as expressly allowed in Subsection 6-4-1-7(b) of this Title.

**6-8-2-6. - LOT WIDTH.**

The minimum lot width in the R1 district is thirty-five (35) feet.

**6-8-2-7. - BUILDING LOT COVERAGE.**

The maximum lot coverage in the R1 district is thirty percent (30%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

**6-8-2-8. - YARD REQUIREMENTS.**

The minimum yard requirements for the R1 district are as follows:

<table>
<thead>
<tr>
<th>(A) Residential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(B) Nonresidential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
<tr>
<td>3. Side yard</td>
</tr>
</tbody>
</table>
4. Rear yard | Thirty (30) feet for building; five (5) feet for parking

(C) Accessory uses and structures:

1. Front yard | Garages only, twenty-seven (27) feet

2. Side yard abutting a street | Garages only, fifteen (15) feet

3. Side yard | Five (5) feet

4. Rear yard | Three (3) feet

(Order 41-0-3)

6.8.2-9. - MAXIMUM BUILDING HEIGHT.
(A) The maximum building height for any principal structure in the R1 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.
(B) Any building or structure legally existing as of the effective date of Ordinance 72-0-12 shall be deemed compliant with this maximum building height requirement and, with regards to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.

(Order 72-0-07; Ord. No. 72-0-12, § 2, 10-22-1972)

6.8.2-10. - IMPERVIOUS SURFACE.
(A) The maximum impervious surface ratio for the R1 district is forty-five percent (45%).
(B) The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.
(C) The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surfaced, nonnaturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, paved recreation areas subject to the following exceptions:
   1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be counted twice in the calculation of total defined net impervious surface.
   2. Subject to the porch exemption of Section 6.8.2-11 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:
      (a) All such structures to the extent that they are covered by a solid roof are impervious surfaces, but
      (b) All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)(2)(c) through (C)(2)(f) of this Section.
      (c) All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity are impervious surfaces, but
      (d) All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material, regardless of whether such an area is finished with paving blocks, are pervious or impervious subject to Subsections (C)(2)(a), (C)(2)(b), (C)(2)(e) and (C)(2)(f) of this Section.
      (e) All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of flooring, are impervious surfaces, but
      (f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)(2)(a) through (C)(2)(d) of this Section.
   3. Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.

(D) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.

(Order 112-0-03)

6.8.2-11. - PORCH EXEMPTION.

Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:

(A) Fifty percent (50%) of the surface area of porches with the following characteristics:
   1. Open to the air;
   2. Not all weather;
   3. Roofed or not roofed;
   4. Screened or not screened;
   5. Facing a street;
   6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
   7. Not separated from the street right of way by a fence with both an opacity exceeding sixty percent (60%) and a height exceeding forty-eight (48) inches.

(Order 112-0-03)

6.8.2-12. - ACCESS TO ON SITE PARKING.
In the R1 district on any zoning lot served by an open alley, access to any on-site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on-site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on-site parking may be replaced even if on-site parking can access the subject property by an alley.

6-8-3. - R2 SINGLE-FAMILY RESIDENTIAL DISTRICT.
6-8-3-1. - PURPOSE STATEMENT.
The R2 single-family residential district is intended to provide for small lot single-family development at a relatively low density and to preserve the present physical character of that area while providing for initial development.

6-8-3-2. - PERMITTED USES.
The following uses are permitted in the R2 district:

Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Dwelling — single-family detached.

Educational institution — public.

Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).

Park.

Playground.

Residential care home — category I (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

6-8-3-3. - SPECIAL USES.
The following uses may be allowed in the R2 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Bed and breakfast establishments (subject to the general requirements of Section 6-4-7, "Bed And Breakfast Establishments," of this Title).

Cemetery.

Child residential care home.

Cultural facility.

Daycare center — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).

Daycare center — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).

Educational institution — private.

Planned development (subject to the requirements of Section 6-8-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).

Public utility.

Religious institution.

Residential care homes — category II (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Transitional treatment facility — category I (subject to the general requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

6-8-3-4. - LOT SIZE.
The minimum lot size in the R2 district is five thousand (5,000) square feet, except as expressly allowed in Subsection 6-3-7(8) of this Title.

6-8-3-5. - LOT WIDTH.
The minimum lot width in the R2 district is thirty-five (35) feet.

6-8-3-6. - BUILDING LOT COVERAGE.
The maximum lot coverage in the R2 district is forty percent (40%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is: a) used for a "dwelling" or dwellings as herein defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

6-8-3-7. - YARD REQUIREMENTS.
The minimum yard requirements for the R2 district are as follows:...
### Residential structures:

| 1. Front yard | Twenty-seven (27) feet; parking prohibited |
| 2. Side yard abutting a street | Fifteen (15) feet; parking prohibited |
| 3. Side yard | Five (5) feet |
| 4. Rear yard | Thirty (30) feet |

### Nonresidential structures:

| 1. Front yard | Twenty-seven (27) feet for building; parking prohibited |
| 2. Side yard abutting a street | Fifteen (15) feet for building; parking prohibited |
| 3. Side yard | Fifteen (15) feet for building; parking prohibited |
| 4. Rear yard | Thirty (30) feet for building; five (5) feet for parking |

### Accessory uses and structures:

| 1. Front yard | Garages only, twenty-seven (27) feet |
| 2. Side yard abutting a street | Garages only, fifteen (15) feet |
| 3. Side yard | Five (5) feet |
| 4. Rear yard | Three (3) feet |

### Maximum Building Height

**Ord. 70-0-07; Ord. No. 72-O-12, § 2, 10-22-2012**

- **(A)** The maximum building height for any principal structure in the R2 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.

- **(B)** Any building or structure legally existing as of the effective date of Ordinance 72-O-12 shall be deemed compliant with this maximum building height requirement and, with regard to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.

### Impervious Surface

**Ord. 70-0-07; Ord. No. 72-O-12, § 2, 10-22-2012**

- **(A)** The maximum impervious surface ratio for the R2 district is fifty-five percent (55%).

- **(B)** The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.

- **(C)** The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surfaced, non-naturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, gravel areas, swimming pools, sidewalks, and paved recreation areas subject to the following exemptions:
  1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be twice counted in the calculation of total defined net impervious surface.

- **Subject to the porch exemption of Section 6-8-3-10 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:**
  
  1. **(a)** All such structures to the extent that they are covered by a solid roof are impervious surfaces, but
  2. **(b)** All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)(2)(c) through (C)(2)(f) of this Section.
  3. **(c)** All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity, are impervious surfaces, but
  4. **(d)** All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material regardless of whether such an area is finished with paving blocks are previous or impervious subject to Subsections (C)(2)(a), (C)(2)(b), (C)(2)(e) and (C)(2)(f) of this Section.
All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of flooring are impervious surfaces, but
(f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)(2)(a) through (C)(2)(d) of this Section.
3. Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.
(C) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.

(Ord. 112-0-03)

6-8-3-10. - PORCH EXEMPTION.

Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:

(A) Fifty percent (50%) of the surface area of porches with the following characteristics:
1. Open to the air;
2. Not all weather;
3. Roofed or not roofed;
4. Screened or not screened;
5. Facing a street;
6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
7. Not separated from the street right of way by a fence with both an opacity exceeding sixty percent (60%) and a height exceeding forty-eight (48) inches.

(Ord. 112-0-03)

6-8-3-11. - ACCESS TO ON SITE PARKING.

In the R2 district on any zoning lot served by an open alley, access to any on site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on site parking may be replaced even if on site parking can access the subject property by an alley.

(Ord. 112-0-03)

6-8-4. - R3 TWO-FAMILY RESIDENTIAL DISTRICT.

6-8-4-1. - PURPOSE STATEMENT.

The R3 two-family residential district is intended to provide for infill development of single-and two-family residences in moderate density neighborhoods and to preserve the present physical character of such neighborhoods.

(Ord. 43-0-93)

6-8-4-2. - PERMITTED USES.

The following uses are permitted in the R3 district:

Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Dwelling — single-family detached.
Dwelling — two-family.
Educational institution — public.
Home occupation (subject to the general requirements of Chapter 5, "Home Occupations," of this Title).
Park.
Playground.
Residential care home — category I (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

(Ord. 43-0-93)

6-8-4-3. - SPECIAL USES.

The following uses may be allowed in the R3 district, subject to the provisions set forth in Section 6-3-5, "Special Uses," of this Title:

Bed and breakfast establishments (subject to the general requirements of Section 6-4-7, "Bed And Breakfast Establishments," of this Title).
Cemetery.
Child residential care home.
Cultural facility.
Daycare center — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare center — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Educational Institution — private.
Planned development (subject to the requirements of Section 6-8-1-10, "Planned Developments," of this Chapter and Section 6-3-6, "Planned Developments," of this Title).
Public utility.
Religious Institution.
Residential care homes — category II (subject to the general requirements of Section 6-4-4, "Residential Care Homes and Residential Residential Care Homes," of this Title).

Transitional treatment facility — category I (subject to the general requirements of Section 6-4-5, "Transitional Treatment Facilities," of this Title).

Ord. 43-0-93; and, Ord. 40-0-93)

6-8-4-4. LOT SIZE.

The minimum lot size in the R3 district is five thousand (5,000) square feet for single-family dwellings, except as expressly allowed in Subsection 6-4-1-7(b) of this Title, three thousand five hundred (3,500) square feet per dwelling unit for two-family units and seven thousand two hundred (7,200) square feet for nonresidential uses.

Ord. 10-0-7)

6-8-4-5. LOT WIDTH.

The minimum lot width in the R3 district is thirty-five (35) feet.

Ord. 43-0-93)

6-8-4-6. BUILDING LOT COVERAGE.

The maximum lot coverage, including accessory structures, in the R3 district is forty five percent (45%).

Building lot coverage shall include two hundred (200) square feet for each required parking space for any residential unit when the required parking space is provided other than within a building.

On a zoning lot that is: a) used for a "dwelling" or dwellings as here defined, and b) legally nonconforming as to building lot area, when a land user seeks zoning certification for a building permit to replace an existing detached garage with a garage having the same ground floor area as the existing garage, such construction shall be an allowed continuance of the legal nonconforming building lot coverage.

Ord. 109-0-02)

6-8-4-7. YARD REQUIREMENTS.

The minimum yard requirements in the R3 district are as follows:

<table>
<thead>
<tr>
<th>(A) Residential structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
</tr>
<tr>
<td>2. Side yard abutting a street</td>
</tr>
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<td>3. Side yard</td>
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<td>4. Rear yard</td>
</tr>
</tbody>
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<th>(B) Nonresidential structures:</th>
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<tbody>
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<td>1. Front yard</td>
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<td>2. Side yard abutting a street</td>
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<td>4. Rear yard</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(C) Accessory uses and structures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Front yard</td>
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<tr>
<td>2. Side yard abutting a street</td>
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<tr>
<td>3. Side yard</td>
</tr>
<tr>
<td>4. Rear yard</td>
</tr>
</tbody>
</table>

Ord. 43-0-93)
6-8-4-8. - MAXIMUM BUILDING HEIGHT.
(A) The maximum building height for any principal structure in the R3 district, including any exterior knee-wall, shall not exceed thirty-five (35) feet, measured from grade to the highest point of said structure, or two and one-half (2 1/2) stories, whichever is less.
(B) Any building or structure legally existing as of the effective date of Ordinance 72-0-12 shall be deemed compliant with this maximum building height requirement and, with regards to height, shall have the status of a legally permitted building or structure, not a noncompliance. Such conforming status shall continue in the event said building is destroyed by a means not within control of the owner thereof and shall allow for construction of a replacement building or structure at the height of the destroyed building or structure.

(Ord. 70-0-07; Ord. No. 72-0-12, § 2, 10-22-2012)

6-8-4-9. - IMPERVIOUS SURFACE.
(A) The maximum impervious surface ratio for the R3 district is sixty percent (60%).
(B) The impervious surface ratio is calculated by dividing the total defined net impervious surfaces on the zoning lot by the area of the zoning lot.
(C) The total defined net impervious surfaces on the zoning lot are all areas included in building lot coverage plus any hard surface, nonnaturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, parking and driveway areas, graveled areas, swimming pools, sidewalks, and paved recreation areas subject to the following exemptions:
  1. Any area, including open parking, paved or unpaved, included in the calculation of building lot coverage, shall not be twice counted in the calculation of total defined net impervious surface.
  2. Subject to the porch exemption of Section 6-8-4-10 of this Chapter, the following standards govern the classification of structures commonly called porches, decks, platforms and terraces as impervious surface or pervious surface:
     (a) All such structures to the extent that they are covered by a solid roof are impervious surfaces, but
     (b) All such structures to the extent that they are open to the sky or covered by a trellis or arbor type covering are pervious or impervious subject to Subsections (C)2(a) through (C)2(d) of this Section.
     (c) All such structures to the extent that they cover asphalt or concrete or similarly treated areas having virtually no porosity, are impervious surfaces, but
     (d) All such structures to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material regardless of whether such an area is finished with paving blocks are previous or impervious subject to Subsections (C)2(a), (C)2(b), (C)2(e) and (C)2(d) of this Section.
     (e) All such structures to the extent that they are designed to shed water rather than allow water to fall between individual planks, slats, or other type of flooring are impervious surfaces, but
     (f) All such structures to the extent that they are designed to allow water to fall between individual planks, slats, or other type of flooring are pervious or impervious subject to Subsections (C)2(a) through (C)2(d) of this Section.
  3. Twenty percent (20%) of areas covered by paving blocks and/or pervious paving systems to the extent that they cover an area that maintains a demonstrable level of porosity whether soil, sand, gravel, or similar material shall be excluded from the calculation of net impervious surfaces.

(D) Driveways or walkways legally existing as of the effective date hereof may be replaced or repaired, provided that the replacing or the repairing is in the same or lesser dimensions as existed on the effective date hereof.

(Ord. 112-0-03)

6-8-4-10. - PORCH EXEMPTION.
Excluded from the calculation of maximum building lot coverage and maximum impervious surface for all residential districts are the following:
(A) Fifty percent (50%) of the surface area of porches with the following characteristics:
  1. Open to the air;
  2. Not all weather;
  3. Roofed or not roofed;
  4. Screened or not screened;
  5. Facing a street;
  6. Not a rear or back porch or any portion of a porch between the rear wall of the house and the rear lot line; and
  7. Not separated from the street right of way by a fence with both an opacity exceeding sixty percent (60%) and a height exceeding forty eight (48) inches.

(Ord. 112-0-03)

6-8-4-11. - ACCESS TO ON SITE PARKING.
In the R3 district on any zoning lot served by an open alley, access to any on site parking, enclosed or unenclosed, shall not cross the front lot line subject to the following exception: On properties improved with legally existing street loading garages or other on site parking both served by legally existing curb cuts, as of the effective date hereof, said street loading garages or other on site parking may be replaced even if on site parking can access the subject property by an alley.

(Ord. 112-0-03)

6-8-5. - R4 GENERAL RESIDENTIAL DISTRICT.
6-8-5-1. - PURPOSE STATEMENT.
The R4 general residential district is intended to provide for a mix of residential types at a moderate density including multiple-family dwellings, two-family dwellings, townhouses, and single-family attached and detached dwellings.

(Ord. 43-0-93)

6-8-5-2. - PERMITTED USES.
The following uses are permitted in the R4 district:
Daycare home — adult (subject to the general requirements of Section 6-4-3, "Adult Daycare Homes," of this Title).
Daycare home — child (subject to the general requirements of Section 6-4-2, "Child Daycare Homes," of this Title).
Dwelling — multiple-family.
Dwelling — single-family attached.
Dwelling — single-family detached.
Dwelling — two-family.
granting of a certificate of zoning compliance and restoration is actually begun within one (1) year after the date of such damage or destruction and is diligently pursued to completion. In no event shall any damage or destruction to such a structure by means within the control of the owner be repaired or restored except in accordance with Section 6-6-5-2.

6-6-6. • VARIATIONS PREVIOUSLY GRANTED FOR USES AND STRUCTURES.

Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a variation was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such variation.

6-6-7. • SPECIAL USES PREVIOUSLY GRANTED FOR USES AND STRUCTURES.

Any use that becomes nonconforming or any structure that becomes noncomplying upon the effective date of this Ordinance and for which a special use was previously granted, shall remain subject to any conditions that were imposed pursuant to the grant of such special use.

CHAPTER 7 • ZONING DISTRICTS AND MAP

SECTION: 6-7-1. • DISTRICTS.

In order to carry out the purposes of this Title, the City of Evanston is hereby divided into the following zoning districts:

<table>
<thead>
<tr>
<th>(A) Residential districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1 Single-family residential district</td>
</tr>
<tr>
<td>R2 Single-family residential district</td>
</tr>
<tr>
<td>R3 Two-family residential district</td>
</tr>
<tr>
<td>R4 General residential district</td>
</tr>
<tr>
<td>R4a General residential district</td>
</tr>
<tr>
<td>R5 General residential district</td>
</tr>
<tr>
<td>R6 General residential district</td>
</tr>
</tbody>
</table>

(Ord. 71-6-05)

<table>
<thead>
<tr>
<th>(B) Business districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 Business district</td>
</tr>
<tr>
<td>B2 Business district</td>
</tr>
<tr>
<td>B3 Business district</td>
</tr>
<tr>
<td>B1a Business district</td>
</tr>
</tbody>
</table>

(Ord. 133-6-05)

<table>
<thead>
<tr>
<th>(C) Commercial districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Commercial district</td>
</tr>
<tr>
<td>C1a Commercial mixed use district</td>
</tr>
<tr>
<td>C2 Commercial district</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(D) Downtown districts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 Downtown fringe district</td>
</tr>
<tr>
<td>D2 Downtown retail core district</td>
</tr>
<tr>
<td>D3 Downtown core development district</td>
</tr>
</tbody>
</table>
Elizabeth Abernethy

From: Aleta Kane <akane2@mail.usf.edu>
Sent: Thursday, March 02, 2017 7:56 AM
To: Elizabeth Abernethy
Subject: Citizen Support for Code Revision to Allowing for Flexibility in Carport Design

Mrs. Elizabeth Abernethy,

Good morning. Thank you for taking the time to come speak with our class last week, it sounds like the City of St. Pete is doing their best to preserve the character and uniqueness within the City.

I was very pleased to hear about the possibility of a code revision to allow for flexibility in carport design. I recently purchased my home in St. Pete and have been looking into purchasing a carport. Currently, there is a large cement slab in my backyard; remnants of a carport put in by the previous owner, which they were later forced to remove due to a code issue.

In order to utilize the slab, which is currently an eye sore, we decided to look into purchasing a carport. While inquiring about different carport options we were told by local businesses and residents about road blocks the City of St. Pete has in place, preventing residents from making the addition of a carport to their home.

We were very disappointed by this, as the current code requires unnecessarily costly carport styles, which we can not afford. The type of carport we are looking to install at our home, currently not allowed by the code, is aesthetically pleasing, functional and affordable.

Changing the code to allow for more flexibility in carport design would benefit both residents and local businesses. I hope City Council holds to their duty to properly serve the citizens of St. Pete and removes this unnecessary road block from the code.

Thank you for all of the great work done by you and your team.

Best,
--

Aleta Kane
C: 727 534 6912
M.S. Candidate
Department of Environmental Science and Policy
University South Florida St. Petersburg
Florida State, B.S. Environmental Science
Members of City Council,

The Neighborhood Review Committee, in coordination with CONA and with input from many neighborhoods, has been closely following the work that the director of zoning, Liz Abernethy, and her team have been doing over the past year. We have conducted independent research on homes recently built throughout the City's Traditional neighborhoods and have reviewed the proposed changes. Staff has worked hard to address many LDR issues, and we are in general agreement with most of the proposed changes. We also understand that the concerns of developers and others must be considered as well, and therefore we are urging a final result that is fair and even-handed for residents, neighborhoods and the development community. Please keep in mind that some neighborhoods have been impacted much more than others, particularly some Traditional neighborhoods.

These are the major concerns and the City-proposed solutions:

- The consensus of many of the Traditional neighborhoods is that new homes constructed after the 2007 LDR rewrite are too large, built to the setbacks, and often have a boxy appearance.
  - Establish a FAR (Floor Area Ratio) standard that will make new construction proportionate to the size of the lot.

- Many of the new homes cover almost all of the lot, impacting drainage and contributing to flooding issues.
  - Establish a Building Coverage Ratio (Building Footprint) that will determine a maximum building coverage standard.
  - Consider lowering the ISR (Impervious Surface Area Ratio) which determines maximum impervious surface coverage.

- Many of the new homes do not fit in with the established character of the neighborhood or reflect recognized architectural styles.
  - Create a manual of design guidelines, or Pattern Book, that will describe and illustrate the various architectural styles.

The Review Committee agrees with the proposal to control over-sized and over-scaled construction using FAR, Building Coverage, and ISR. Below is our rationale for lowering the City's proposed ratios.

FAR is the total square footage of a house, including all floors, divided by the square footage of the lot. It should be noted here that the City has made a distinction in its statistics between “Gross” FAR and “Living Space” FAR. “Gross” FAR includes the garage and storage space, “Living Space” FAR does not. City-wide, the average “Gross” FAR is .30. Just for houses built since 2008, the “Gross” FAR is .44.

We believe a “Gross FAR” percentage that includes all the building structures on the site should be used as it is less confusing, creates fewer loopholes and is easier to administer.
The current staff proposal utilizes an FAR for "Living Space of .50. With the addition of 550 sq. ft. on average for garage and storage the proposed. This would mean an actual "Gross" FAR would increase to approximately .59. The proposal also included allowing for bonuses for better design that would help to break up the large boxy buildings that have recently been built. If an additional .15 was allowed for bonuses, this would provide an overall Gross FAR of approximately .74. This figure far exceeds what is currently being built in traditional neighborhoods, and therefore would offer no additional protection. In fact, if the City's "Living Space" FAR of .50 were to be applied, only 16 of the 232 houses city-wide would have been restricted in size. The Neighborhood Review Committee agrees with the utilization of bonuses for better design. However this approach will only work if the base threshold is lower than what people are building so that the bonuses are utilized.

Gross Floor Area is the sum of the gross area of all floors of a residence, measured to the exterior of the outside walls. This includes all floor areas of each floor of all principal buildings and all accessory buildings on the lot. Attics are considered as a floor if they are accessible via any means, except a pull-down attic ladder. Accessory structures include any structure that creates an impervious surface footprint. Examples include covered porches, garages, sheds, pool houses, pergolas, and lanais.

We are proposing a Gross FAR of .40 with bonuses of up to .15 for improved design and articulation, maxing out at .55.

Building Coverage Ratio is the square footage of the entire first floor building (and all accessory structures) footprint, divided by the square footage of the lot. For single family residential properties city-wide, the Building Coverage average is .24; since 2007, it has increased to .33 in both NS and NT neighborhoods. The City is proposing a ratio of .50. Only 7 of the houses constructed city-wide since 2007 would have been restricted in size using this ratio.

We are proposing that the Building Coverage Ratio not exceed .45.

Impervious Surface Ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surface on the site by the square footage of the gross land area.

We are recommending that the total ISR be no higher than .55.

Architectural Styles

We agree that a style manual or "Pattern Book" that can be referenced in the code will be very helpful to builders, residents, and staff in determining appropriate construction.

City Staff has proposed six additional amendments that pose concerns for neighborhoods. They include the following:

- Fenestration - Proposal to lower percentage of currently required fenestration (window and door placement). Many of the new houses have few or very small
windows on the sides and rear elevations. Reducing the percentage would result in awkward placement viewed from the exterior and dark interiors.

We are opposed to lowering standards for fenestration.

• **Accessory Structures** - City is proposing that structures over 200 sq ft such as sheds and carports be exempt from the requirement for matching materials and design. Consensus at public zoning workshops was not to lower standards across the board.

  We are recommending that this proposal be limited to NS-1 & NT-1 districts, or to a possible NT-5 district relating to the CRA.

• **Reinstatement** - City is proposing to relax some of the code requirements, particularly those regarding parking, and to give the department more latitude in reinstating units administratively.

  We are proposing that parking requirements be strictly enforced, as parking is becoming a major issue, particularly in neighborhoods close to downtown.

• **Redevelopment** - Due to earlier multi-family zoning, some neighborhoods are in jeopardy of having grandfathered, converted single family houses demolished for multi-family housing which often does not fit in with the character of the neighborhood. Many Traditional neighborhoods no longer need this redevelopment incentive which is now detrimental rather than a benefit.

  We propose that those neighborhoods which no longer need or benefit from Redevelopment projects, be exempted.

• **Front Porches** - The mass and scale of porches needs to be redefined, with porches being additive. Adding a 2nd story to a porch under the main roof creates an impression of height and mass and means that the entire front façade of the house can be moved into the porch encroachment.

  We recommend that porches be additive to the structure, not designed under the main roof.

• **Dock Roofs** - Adding roofs to docks impacts the view shed and visibility from the sidewalk for pedestrians. Although found in 3 areas of the city, those along Coffee Pot Boulevard have the most impact as this is a Scenic Route and was considered part of the Waterfront Park during the WEMP planning process.

  We recommend that roofs on docks in these 3 unique areas be prohibited.

• **Relaxation of Design Standards in NT-1 Districts** - The City has proposed a number of changes for this district designation to encourage redevelopment in the South Side CRA. These changes would also impact other areas of the City with unintended consequences.

  The Review Committee supports the proposal submitted by several Council Members to develop a zoning district specifically for areas of the CRA that allows and encourages redevelopment and affordable housing. We do not
recommend that NT-1 regulations be relaxed as this will have implications for other areas of the city that benefit from city-wide design standards.
NEIGHBORHOOD REVIEW COMMITTEE

LAND DEVELOPMENT REGULATIONS UPDATE

CITY COUNCIL MEETING 3/9/17
A SINCERE THANK YOU TO THE DEVELOPMENT REVIEW SERVICES STAFF FOR AN EXCELLENT JOB
1.16.20.010.5 and 16.20.020.6 Maximum Development Potential both in NT and NS districts.
### FAR

<table>
<thead>
<tr>
<th>ZONING</th>
<th># Homes</th>
<th>Average S.F. Living</th>
<th>Average FAR Gross</th>
<th>Average FAR LivingArea*</th>
<th>2008-2016 Average FAR Gross</th>
<th>PROPOSED</th>
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<tbody>
<tr>
<td>NS-1</td>
<td>29,230</td>
<td>1,531</td>
<td>0.25</td>
<td>0.18</td>
<td>0.45</td>
<td>0.74</td>
</tr>
<tr>
<td>NS-2</td>
<td>5,356</td>
<td>2,073</td>
<td>0.26</td>
<td>0.18</td>
<td>0.44</td>
<td>0.74</td>
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<tr>
<td>NT-1</td>
<td>19,357</td>
<td>1,142</td>
<td>0.23</td>
<td>0.17</td>
<td>0.33</td>
<td>0.74</td>
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<tr>
<td>NT-2</td>
<td>11,474</td>
<td>1,303</td>
<td>0.27</td>
<td>0.20</td>
<td>0.43</td>
<td>0.74</td>
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<tr>
<td>NT-3</td>
<td>3,178</td>
<td>1,925</td>
<td>0.32</td>
<td>0.24</td>
<td>0.54</td>
<td>0.74</td>
</tr>
<tr>
<td>NT-4</td>
<td>22</td>
<td>1,939</td>
<td>0.48</td>
<td>0.38</td>
<td></td>
<td>0.74</td>
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<tr>
<td>Total</td>
<td>68,617</td>
<td>1,652</td>
<td>0.30</td>
<td>0.23</td>
<td></td>
<td>0.74</td>
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</tbody>
</table>

**PROPOSED FAR IS LIVING SPACE NOT GROSS FLOOR AREA**

**PROPOSED FAR = .74 (BASE, +STORAGE + BONUSES)**

**WE ARE CONCERNED THAT THIS IS TOO HIGH**

**THE NEIGHBORHOOD REVIEW COMMITTEE IS PROPOSING AN FAR OF .4 WITH BONUSES OF .15 FOR A TOTAL OF .55**
PROPOSED BUILDING COVERAGE AND ISR IS SIGNIFICANT

THE NEIGHBORHOOD REVIEW COMMITTEE IS PROPOSING A BUILDING COVERAGE OF .4 FOR BUILDING COVERAGE AND .55 FOR TOTAL ISR
PORCH LOCATION CONFIGURATION AND MASSING & ENTRIES
ARCHITECTURAL DETAILING AND FENESTRATION
REDEVELOPMENT PLAN PROCESS LEADS TO DEMOLITION AND INCOMPATIBLE NEIGHBORHOOD CHARACTER
ROOFS OVER DOCKS BLOCK VIEWS ALONG PUBLIC ROADWAYS
<table>
<thead>
<tr>
<th>SUB AREA DESCRIPTION</th>
<th>COUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>477</td>
</tr>
<tr>
<td>Base Semi-finished</td>
<td>2</td>
</tr>
<tr>
<td>Canopy (only or loading platform)</td>
<td>15</td>
</tr>
<tr>
<td>Carport</td>
<td>19</td>
</tr>
<tr>
<td>Carport Unfinished</td>
<td>1</td>
</tr>
<tr>
<td>Detached Garage</td>
<td>54</td>
</tr>
<tr>
<td>Detached Semi-finished</td>
<td>2</td>
</tr>
<tr>
<td>Enclosed Porch</td>
<td>1</td>
</tr>
<tr>
<td>Enclosed Porch Unfinished</td>
<td>1</td>
</tr>
<tr>
<td>Finished attic (stairs, floors, walls, ceiling)</td>
<td>3</td>
</tr>
<tr>
<td>Garage</td>
<td>240</td>
</tr>
<tr>
<td>Garage Unfinished</td>
<td>1</td>
</tr>
<tr>
<td>Loading Platform (with canopy)</td>
<td>2</td>
</tr>
<tr>
<td>Lower Area Finished</td>
<td>16</td>
</tr>
<tr>
<td>Office Average</td>
<td>6</td>
</tr>
<tr>
<td>Office Good</td>
<td>1</td>
</tr>
<tr>
<td>Open Porch</td>
<td>314</td>
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<tr>
<td>Open Porch Unfinished</td>
<td>5</td>
</tr>
<tr>
<td>Screen Porch</td>
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<tr>
<td>Screen Porch Unfinished</td>
<td>4</td>
</tr>
<tr>
<td>Service Production</td>
<td>1</td>
</tr>
<tr>
<td>Store Sales</td>
<td>1</td>
</tr>
<tr>
<td>Upper Story</td>
<td>177</td>
</tr>
<tr>
<td>Upper Story High</td>
<td>1</td>
</tr>
<tr>
<td>Utility</td>
<td>20</td>
</tr>
<tr>
<td>Utility Unfinished</td>
<td>14</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,361</strong></td>
</tr>
</tbody>
</table>

Count towards GFA

*Note: Handwritten notes are not transcribed.*
From: Elizabeth Abernethy
Sent: Friday, March 06, 2015 10:13 AM
To: Michael G. Hernandez
Subject: FW: Dock Map

At your convenience (no rush)
can you tell us how many of these water lots are 50' in width or greater?

thanks
Liz

From: Susan Rebillot [mailto:suessweetsavorylife@gmail.com]
Sent: Thursday, March 05, 2015 7:04 PM
To: Elizabeth Abernethy
Cc: maryalicelange@gmail.com; rlreed@tampabay.rr.com
Subject: Re: Dock Map

Liz,
Thank you so much for taking on this extra work in order to address our questions and concerns about the Coffee Pot bayou docks. Do you know how many of the docks are of sufficient size that they would qualify for a permitted roof? If in actuality it is a small number, then this may not be a significant issue. We appreciate your work on this.

Best regards,
Susan Rebillot

On Thu, Mar 5, 2015 at 1:59 PM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Please see attached dock map as requested

Elizabeth Abernethy, AICP
Zoning Official
Development Review Services Manager
Planning & Economic Development Department
Elizabeth Abernethy

From: Jeffery Wolf <jwolf@jmwolf.net>
Sent: Friday, March 10, 2017 4:45 PM
To: Elizabeth Abernethy
Subject: RE: St. Petersburg Residential LDR Update - Table of proposed amendments and First Draft of Proposed Code changes

Elizabeth:
A quick scan of the NT districts in the proposed changes indicates that NT-3 still precludes accessory units. As I have mentioned in conversation with you I believe that there is no valid reason to exclude accessory units in NT-3. As far as I am aware a significant percentage of the homes in NT-3 zoning (including my own and most of the houses on my block) historically have had accessory units. My unit is now grandfathered and it puts an undue hardship on me to have to work around termite damage and aging of the structure rather than being able to replace it.

Having been involved with the Planning Commission in its varying configurations since around 1994, I am aware that the last significant re-write of the Land Development regulations was an attempt to match the zoning to the existing pattern of development in the various areas of the city. I think the NT-3 zoning has an existing pattern of development that includes accessory dwelling units and it should be revised to conform the NT-1 and NT-2 zoning in that regard.
Please pass my comments on to Council.
If necessary I will send this as a letter to council.
Thanks.
Jeff Wolf

Jeffery M. Wolf, CGB, CGP, GCP
Jeffery M. Wolf General Contractor, Inc.

2724 22nd Street N., St. Petersburg, FL 33713
727.895.4858 office // 727.822.8028 FAX
HTTP://jmwolf.net

Please consider the environment before printing this e-mail

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, March 10, 2017 4:17 PM
To: Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org>
Subject: St. Petersburg Residential LDR Update - Table of proposed amendments and First Draft of Proposed Code changes

Good afternoon,

Please find attached an updated summary table of the proposed code amendments to our residential land development regulations, and a copy of the first working draft of the code changes, in a strike-out/underline format.
This will be presented to the City Council Committee of the Whole next Thursday at 8:00 AM, City Hall, Conference Room 100

Please feel free to send me any comments on these documents at any time.
Dear Chairwoman Rice,

Since the Great Recession, St. Petersburg has seen a renaissance of redevelopment in the downtown core, but sporadic redevelopment in other neighborhoods. Many stakeholders believe that the long-term health of the city’s economy depends on access to quality affordable housing, and the protection of property values moving forward. Over the last year, city staff has engaged in a thorough process to analyze and recommend changes to the city’s residential land development regulations (LDR) in an effort to create more opportunities for redevelopment and balance concerns of neighborhood activists. We applaud the effort staff has undertaken, and at this time, we offer our input on the proposed changes.

First, we understand the current housing stock is limited for several income levels. Notably, single family homes with three or more bedrooms. In 2016, they made up less than 47% of the residential units sold. Furthermore, those same units make up priced less than $250,000 made up just 27% of the market. That means quality affordable housing is limited. We encourage City Council to encourage public policy that would address these issues. At the same time, we encourage City Council to cognizant of any public policy measures that would adversely affect property values. Most often, a family home is one’s most valuable asset. With that in mind, here are several LDR changes we would like to address and our recommendations:

1. **Section No. 16.20.010.5 Neighborhood Traditional Single-Family Districts**
   
   **Maximum Development Potential**
   
   Staff calls for creating a maximum building coverage standard and maximum Floor Area Ratio (FAR). Reasonable standards do make sense. We propose a maximum FAR of .75, not counting bonus FAR proposals. Based on the presentation by Elizabeth Abernethy there are few abuses currently in our neighborhoods. Even among homes that have FAR of more than .75 typically, do not seem out of place, bulky, or imposing, as she pointed out during her presentation to the Committee of the Whole. Before proceeding further, and in an effort to fully grasp the ramifications of reduced FAR, the city should do an economic analysis of land values effected by reduced home sizes.
2. **Section No. 16.20.010.5 Neighborhood Traditional Single-Family Districts Maximum Development Potential Minimum Lot Size**
   Staff's assessment of the issue and subsequent recommendation are in-line with our experiences in the market. We recommend City Council adopt the recommendation as presented.

15. **Section No. 16.20.010.11 Neighborhood Traditional Single-Family Districts Building Design Building Style**
   Staff goal is to maintain “character” of neighborhoods by preserving a desired uniqueness. To do so they recommend a measurable standard that would eliminate repetitive design. Unfortunately, while well intended, this proposal has the unintended consequence of increasing costs for homebuilders. This is not a problem in affluent, high demand neighborhoods, but distressed neighborhoods need the financial flexibility afforded by repetitive design. Furthermore, this would be an encumbrance on the private property rights of those who wish to develop their property in a responsible and affordable manner.

20. **Section No. 16.20.010.11 Neighborhood Traditional Single-Family Districts Building Design Wall Composition**
   Staff’s assessment of the issue and subsequent recommendation are in-line with our experiences in the market. We recommend City Council adopt the recommendation as presented.

24. **Section No. 16.20.010.11 Neighborhood Traditional Single-Family Districts Accessory Structures**
   Staff’s assessment of the issue and subsequent recommendation are in-line with our experiences in the market. We recommend City Council adopt the recommendation as presented.

35. **Section No. 16.20.020.6 Neighborhood Traditional Single-Family Maximum Development Potential**
   Once again, staff’s efforts to address complaints about “size” and “bulk” are understandable, but any proposed changes should respect private property rights, and the economic burden of artificially reducing the size of homes. Second floor setbacks on their face seem minor, but City Council should consider that regulation of “box-like” design would not appease complaints by residents whose homes are simply smaller than the newly constructed property. The consequence of such regulation could be detrimental to property values and an unfair encumbrance of private property rights.
45. Section No. 16.20.020.12 Neighborhood Suburban Single-Family Districts Building Design Accessory Structures

Staff’s assessment of the issue and subsequent recommendation are in-line with our experiences in the market. We recommend City Council adopt the recommendation as presented.

76. Section No. 16.70.040.15.E.3 Redevelopment of Grandfathered Uses. Standards for Review. Floor Area Ratio Bonus.

Grandfathering exists for a very important reason. It provides a legal avenue for property owners to exercise legal rights they agreed to when they purchased a property. Removal or lessening of any property rights after purchasing a property could have financial and personal consequences for a homeowner, and reduce the value of existing land and housing stock. New regulations imposed for new buyers is understandable, but is unfair to remove or restrict development rights that were agreed upon at time of purchase.

An update to the LDR is a worthy endeavor. We applaud staff and council for their efforts to do so, and hopefully, our thoughts above will further the discussion. We look forward to working with staff and Council to craft the best possible LDR for our city. Together we can create an environment for builders at every price point, and alleviate the housing issues St. Petersburg faces.

If you have any questions please reach out to Joe Farrell at JFarrell@TampaBayRealtor.com.

Sincerely,

Hon. Tom Shelly
2017 Chairman of the Board

4590 Ulmerton Road | Clearwater, FL 33762 |

www.PinellasRealtor.org
From: eugene frame <mframere@yahoo.com>
Subject: Important! - Proposed Land Development Regulation Updates - 2017 Saint Petersburg, FL
Date: February 24, 2017 at 5:27:08 PM EST
To: Eugene Frame <mframere@yahoo.com>
Reply-To: eugene frame <mframere@yahoo.com>

Greetings,

I am writing you to bring you up to speed, if you are not already, on proposed amendments to the Saint Petersburg, FL Land Development Code. The City is proceeding down the path of approving more than 60 Land Development Regulation changes for Saint Petersburg. Many of the proposed changes are innocuous, minor changes, but several are alarming and potentially detrimental to the home owners, land owners and the residential development community.

The primary proposal of concern is the introduction of a FAR limit where none currently exists today (FAR = Floor to Area Ratio). New home sizes will be severely restricted should the FAR provision pass in its current form. Current building size limits, based on setback criteria, are as high as 1.427 FAR on a single family residence (NT-2 zoning 50’x116’), new proposals will reduce FAR to as low as .40 FAR (NS-2 zoning) and the possibility exists for the FAR to be revised even lower before official adoption. This proposal is much more than a simple topic for Land Development Regulation, rather it is taking of private property rights from the citizens of Saint Petersburg without due process (such as a formal rezoning where affected parties are directly notified).

According to the City the average new construction home in the NT zoning districts is currently 2,533 sq ft; under the proposed new Land Development Regulations a 45’ x 100’ lot in NT-1 would be restricted to a 2,025 sq ft house. Not only is this house smaller than what the market currently demands, it also reduces the land value for the current land owner by roughly $30,000!

Please join me in voicing your concerns to your elected leaders, let them know that it is not acceptable to take property rights away from the general public without their direct consistent and knowledge. At minimum there should be direct mailings to every affected land owner that includes the details of the proposal in addition to a third party economic analysis, sanctioned, and managed by the City, to inform the land owners how these Land Development Regulations will affect them financially. With changes of this magnitude, this process should be done through the rezoning process, not an update to the Land Development Regulations which is a back door approach to what should be a very public process.

I suggest that interested parties send email their concerns to all eight City Council members, the Mayor’s office, and Elizabeth Abernethy the zoning official spearheading the changes. Concerned property and business owners should also set up meetings with the City Council Members.
EXEMPLARY FROM PRESENTATION TO THE COMMITTEE OF THE WHOLE (CITY COUNCIL)
Elizabeth Abernethy, January 19, 2017

# of New Single Family Homes Permitted
Since the Zoning Regulations were amended in 2007

<table>
<thead>
<tr>
<th>Year</th>
<th>Homes Permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>45</td>
</tr>
<tr>
<td>2008</td>
<td>58</td>
</tr>
<tr>
<td>2009</td>
<td>29</td>
</tr>
<tr>
<td>2010</td>
<td>44</td>
</tr>
<tr>
<td>2011</td>
<td>79</td>
</tr>
<tr>
<td>2012</td>
<td>72</td>
</tr>
<tr>
<td>2013</td>
<td>109</td>
</tr>
<tr>
<td>2014</td>
<td>139</td>
</tr>
<tr>
<td>2015</td>
<td>166</td>
</tr>
<tr>
<td>2016</td>
<td>191</td>
</tr>
<tr>
<td>Total</td>
<td>932</td>
</tr>
</tbody>
</table>

Total Number of Single Family Homes = 68,623
New Homes = 1.35%
## Analysis: Citywide

<table>
<thead>
<tr>
<th>ZONING</th>
<th># Homes</th>
<th>Average S.F. Living</th>
<th>Average FAR Gross</th>
<th>Average FAR LivingArea*</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS-1</td>
<td>29,230</td>
<td>1,531</td>
<td>0.25</td>
<td>0.18</td>
</tr>
<tr>
<td>NS-2</td>
<td>5,356</td>
<td>2,073</td>
<td>0.26</td>
<td>0.18</td>
</tr>
<tr>
<td>NT-1</td>
<td>19,357</td>
<td>1,142</td>
<td>0.23</td>
<td>0.17</td>
</tr>
<tr>
<td>NT-2</td>
<td>11,474</td>
<td>1,303</td>
<td>0.27</td>
<td>0.20</td>
</tr>
<tr>
<td>NT-3</td>
<td>3,178</td>
<td>1,925</td>
<td>0.32</td>
<td>0.24</td>
</tr>
<tr>
<td>NT-4</td>
<td>22</td>
<td>1,939</td>
<td>0.48</td>
<td>0.38</td>
</tr>
<tr>
<td>Total</td>
<td>68,617</td>
<td>1,652</td>
<td>0.30</td>
<td>0.23</td>
</tr>
</tbody>
</table>

Homes constructed after 2007 code change: 2008-2016

<table>
<thead>
<tr>
<th>ZONING</th>
<th># Homes</th>
<th>Average S.F. Living</th>
<th>Average FAR Gross</th>
<th>Average FAR LivingArea*</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS-1</td>
<td>298</td>
<td>3,321</td>
<td>0.45</td>
<td>0.32</td>
</tr>
<tr>
<td>NS-2</td>
<td>61</td>
<td>3,257</td>
<td>0.44</td>
<td>0.27</td>
</tr>
<tr>
<td>NT-1</td>
<td>170</td>
<td>1,590</td>
<td>0.33</td>
<td>0.26</td>
</tr>
<tr>
<td>NT-2</td>
<td>181</td>
<td>2,051</td>
<td>0.43</td>
<td>0.32</td>
</tr>
<tr>
<td>NT-3</td>
<td>46</td>
<td>3,080</td>
<td>0.54</td>
<td>0.41</td>
</tr>
<tr>
<td>Total</td>
<td>756</td>
<td>2,660</td>
<td>0.44</td>
<td>0.31</td>
</tr>
</tbody>
</table>
## NT Homes over proposed limit

<table>
<thead>
<tr>
<th>LAND SIZE</th>
<th>LAND AREA SQ FT</th>
<th>STORIES</th>
<th>YEAR BUILT</th>
<th>Gross Area</th>
<th>Living Area</th>
<th>FAR Living Area</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NT-1</td>
<td>45x127</td>
<td>2</td>
<td>2016</td>
<td>3,966</td>
<td>3,128</td>
<td>0.55</td>
<td>225 35TH AVE N</td>
</tr>
<tr>
<td></td>
<td>45x110</td>
<td>2</td>
<td>2015</td>
<td>2,981</td>
<td>2,283</td>
<td>0.46</td>
<td>4920 3RD ST N</td>
</tr>
<tr>
<td>NT-2</td>
<td>45x49</td>
<td>2</td>
<td>2015</td>
<td>1,978</td>
<td>1,694</td>
<td>0.75</td>
<td>1019 7TH ST N</td>
</tr>
<tr>
<td></td>
<td>45x127</td>
<td>2</td>
<td>2016</td>
<td>3,919</td>
<td>2,900</td>
<td>0.52</td>
<td>646 34TH AVE N</td>
</tr>
<tr>
<td></td>
<td>50x121</td>
<td>2</td>
<td>2016</td>
<td>4,320</td>
<td>3,240</td>
<td>0.54</td>
<td>1034 18TH AVE N</td>
</tr>
<tr>
<td></td>
<td>50x100</td>
<td>2</td>
<td>2016</td>
<td>3,747</td>
<td>3,070</td>
<td>0.62</td>
<td>265 21ST AVE SE</td>
</tr>
<tr>
<td>NT-3</td>
<td>50x104</td>
<td>2</td>
<td>2015</td>
<td>4,133</td>
<td>3,342</td>
<td>0.65</td>
<td>158 21ST AVE N</td>
</tr>
<tr>
<td></td>
<td>62x110</td>
<td>2</td>
<td>2015</td>
<td>4,750</td>
<td>3,827</td>
<td>0.56</td>
<td>145 16TH AVE NE</td>
</tr>
<tr>
<td></td>
<td>50x128</td>
<td>2</td>
<td>2016</td>
<td>4,850</td>
<td>4,094</td>
<td>0.65</td>
<td>123 27TH AVE N</td>
</tr>
<tr>
<td></td>
<td>60x110</td>
<td>2</td>
<td>2016</td>
<td>4,900</td>
<td>4,136</td>
<td>0.61</td>
<td>712 16TH AVE NE</td>
</tr>
</tbody>
</table>

### Proposed FAR limits & Number of homes Exceeding Proposed Limits in 2015 and 2016

<table>
<thead>
<tr>
<th>ZONING</th>
<th>Proposed Living Area</th>
<th># House Over 2015</th>
<th># House Over 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>NS-1</td>
<td>0.50</td>
<td>2/43</td>
<td>4/30</td>
</tr>
<tr>
<td>NS-2</td>
<td>0.40</td>
<td>0/8</td>
<td>0/10</td>
</tr>
<tr>
<td>NT-1</td>
<td>0.45</td>
<td>1/22</td>
<td>1/19</td>
</tr>
<tr>
<td>NT-2</td>
<td>0.50</td>
<td>1/37</td>
<td>3/45</td>
</tr>
<tr>
<td>NT-3</td>
<td>0.55</td>
<td>2/10</td>
<td>2/8</td>
</tr>
<tr>
<td>NT-4</td>
<td>0.50</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
# Building Coverage Limits

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NS</td>
<td>0.24</td>
<td>0.32</td>
<td>0.33</td>
<td>0.50</td>
</tr>
<tr>
<td>NT</td>
<td>0.23</td>
<td>0.32</td>
<td>0.44</td>
<td>0.50</td>
</tr>
</tbody>
</table>

## Properties above proposed building coverage limit:

<table>
<thead>
<tr>
<th>LAND SIZE</th>
<th>LAND AREA SQ FT</th>
<th>YEAR BUILT</th>
<th>Gross Area</th>
<th>Living Area</th>
<th>Building Coverage</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>46x129</td>
<td>5,759</td>
<td>2016</td>
<td>2,954</td>
<td>2,088</td>
<td>0.51</td>
<td>4040 18TH ST N</td>
</tr>
<tr>
<td>50x115</td>
<td>5,750</td>
<td>2016</td>
<td>2,990</td>
<td>2,142</td>
<td>0.52</td>
<td>5525 2ND AVE N</td>
</tr>
<tr>
<td>50x115</td>
<td>5,750</td>
<td>2016</td>
<td>2,942</td>
<td>2,142</td>
<td>0.51</td>
<td>5517 2ND AVE N</td>
</tr>
<tr>
<td>43x127</td>
<td>5,458</td>
<td>2016</td>
<td>2,821</td>
<td>1,593</td>
<td>0.52</td>
<td>2424 14TH AVE N</td>
</tr>
<tr>
<td>43x127</td>
<td>5,458</td>
<td>2016</td>
<td>2,821</td>
<td>1,593</td>
<td>0.52</td>
<td>2418 14TH AVE N</td>
</tr>
<tr>
<td>40x75</td>
<td>3,054</td>
<td>2007</td>
<td>1,710</td>
<td>1,222</td>
<td>0.56</td>
<td>3001 12TH AVE S</td>
</tr>
<tr>
<td>50x128</td>
<td>6,338</td>
<td>2016</td>
<td>4,037</td>
<td>3,367</td>
<td>0.64</td>
<td>207 27TH AVE N</td>
</tr>
</tbody>
</table>
Dear Liz and Kathryn,

Since the zoning code is undergoing scrutiny, I would like to bring up the need for clarification, in my opinion, of the above two sections with regard to houses with gable roofs, the end walls of which face the interior property line at the minimum setback. The first sentence of both sections states “Required building setbacks increase above 24 feet in height except for towers, turrets, and dormers as provided herein.” The drawing for Sloped Roof Structures that immediately follows this paragraph is noted by “Portions of buildings above 24 feet must be contained within a roof.” That drawing to me suggests that the eave is running parallel with the property line. It seems to me that the code as it is written does not allow gable end walls that are higher than 24’ to face an interior lot line at the minimum setback.

I think the intent of the code is to prevent the canyon effect of tall walls next to the property line. This provision not only promotes more natural light between neighboring houses, but it also mitigates the boxy effect. However, if you think that houses designed as per “A” in the attached illustration are permissible, then I suggest language should be added to the code that says gable end walls that extend higher than 24’ are permitted to be at the minimum setback.

Thanks for your consideration on this matter.

Doug Gillespie, Architect
145 10th Avenue North, Unit 9
St. Petersburg, FL 33701
**Single-Family Detached Residences**

<table>
<thead>
<tr>
<th></th>
<th>Lot Width (min)</th>
<th>Lot Area (min)</th>
<th>FAR (max)</th>
<th>OSR (percent)</th>
<th>Front Yard (min)</th>
<th>Rear Yard (min)</th>
<th>Side Yards (min)</th>
<th>Building Height/PerimeterWall (max)</th>
<th>Required Parking (min)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>R1-1</strong></td>
<td>100 ft</td>
<td>9,500 sf</td>
<td>0.5</td>
<td>150.0</td>
<td>20 ft</td>
<td>30 ft</td>
<td>2</td>
<td>35 ft/15 ft</td>
<td>1 per dwelling unit</td>
</tr>
<tr>
<td><strong>R1-2</strong></td>
<td>60 ft</td>
<td>5,700 sf</td>
<td>0.5</td>
<td>150.0</td>
<td>20 ft</td>
<td>30 ft</td>
<td>2</td>
<td>20 ft/8 ft</td>
<td>1 per dwelling unit</td>
</tr>
<tr>
<td><strong>R1-2A</strong></td>
<td>60 ft</td>
<td>5,700 sf</td>
<td>na</td>
<td>na</td>
<td>20 ft</td>
<td>30 ft</td>
<td>2</td>
<td>20 ft/8 ft</td>
<td>35 ft/25 ft</td>
</tr>
</tbody>
</table>

1. Regulations may differ in Lower Density Growth Management Areas
2. 30% maximum lot coverage
3. Front yard must be at least as deep as an adjacent yard with a minimum depth of 20 feet
4. Height controlled by sky exposure plane, a sloping line that begins at a height of 25 feet above front yard line
Dear Liz and Kathryn,

Since the zoning code is undergoing scrutiny I would like to bring up the need for clarification, in my opinion, of the above two sections with regard to houses with gable roofs, the end walls of which face the interior property line at the minimum setback. The first sentence of both sections states “Required building setbacks increase above 24 feet in height except for towers, turrets, and dormers as provided herein.” The drawing for Sloped Roof Structures that immediately follows this paragraph is noted by “Portions of buildings above 24 feet must be contained within a roof.” That drawing to me suggests that the eave is running parallel with the property line. It seems to me that the code as it is written does not allow gable end walls that are higher than 24’ to face an interior lot line at the minimum setback.

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Thanks for your consideration on this matter.

Doug Gillespie, Architect
145 10th Avenue North, Unit 9
St. Petersburg, FL 33701
Thank you Liz. We look forward to working with you and the council as this moves forward. Unfortunately, this is a tough time of year for our Public Policy Committee. Instead of you coming here, we are going to have a couple key members of our association attend the Chamber’s meeting scheduled with you. Two birds with one stone that way.

We commend the efforts your office has undertaken on this issue, and we like many of the proposed changes especially changes to minimum lot sizes, mother-in-laws, and car ports.

We do have reservations on the proposed FAR limitations. We understand some members of the public are upset with level and design of new construction. We believe a FAR of .5 is too small. This would dramatically decrease property values. Because FAR is new to residential development in St. Petersburg, we believe an economic analysis of the effects FAR could have on properties in St. Petersburg is prudent at this time. We also have reservations based on property rights, but for now, we urge that the city move forward with economic analysis of the impact of FAR before moving forward with implementation.

Perhaps we could remove FAR from the proposed updates, move forward with the remaining ones, and revisit FAR once and analysis has been done? Like I said, there is a lot of great stuff in this update that would benefit the city and its residents. It would behoove all to move forward with those parts ASAP.

We have been following this issue closely and have met with a majority of the city council members to share our thoughts. I have attached a copy of the letter we have been circulating amongst city council.

Thanks

Joe Farrell
Director of Public Affairs
Pinellas REALTOR® Organization
4590 Ulmerton Road | Clearwater, FL 33762
P: 813.731.8194 | jfarrell@tampabayrealtor.com
www.PinellasRealtor.org | Pinellas Realtors on Facebook

Good morning,
I want to reach out and let you know that I am available to present our proposed changes to the residential land development regulations to your organizations.
I have been presenting to various neighborhood associations and CONA, and would appreciate the opportunity to do the same for your groups.

I can make myself available anytime, with the exception of April 7th-20th, when I will be traveling out of the country. If your meetings fall within this time frame, I can have Kathryn Younkin, our Deputy Zoning Official do the presentation.
I think the FAR schedule is confusing and will have A LOT of issues in interpretation. The basic idea and basic FAR is completely understandable however, when you get into credits for additional setbacks it gets confusing.

✓ If the walls on the first and second floor are in line with each other vertically, but are further back from the minimum setback do you get credit? If not, I think it should since it is a reduction in the possible mass of the home to the setback.

✓ If some, but not all of the walls are set back from the minimum setbacks or from the first floor do you get some credit?

✓ I did not understand the 1:1 ratio on the sides of the building for architectural articulation.

✓ Do mechanical equipment platforms factor into the FAR? Pool equipment, AC equipment, Slab on grade or up to a certain height? Roof covered areas only?

✓ I think the repeating elevation requirement should be more strict. No home can have the same front elevation on the same block and not within four homes on an adjacent block.

It is not necessarily the best building practice to set back the second floor from the first floor, because in order to support two story block construction the block walls of the first and second floors generally need to line up. When you see walls that are set back from the first floor walls, that is usually frame construction. I would think the city would rather encourage two story block homes. While I agree that some builders do a much better job of incorporating nice design features in their homes, the same could easily be said for homes built in the 1950s and 1960s. Sometimes the market has to force the aesthetics IMO.

Right now we are getting a lot of contemporary home requests. I would like for the parapet wall height information more clearly labeled with the other allowable roof/eave heights. It does not fit the top of eave criteria that is in the standards. Your standards also penalize people who want a flat roof on a contemporary home. The eave height is not taken into account. A flat roof will be thicker and the top of the drip edge is higher than a sloped roof even if the ceiling heights are the same inside the home.

I appreciate being asked to participate in this revision discussion. You may want to ask people who have recently built new homes to also be involved in the future. I think you would get different feedback than the people who are in older homes. We kind of get the feeling that we are playing by the rules by building homes above the flood heights specified by the city, while getting slammed for building homes too tall.
For our discussion,

Thanks!
--Liz

From: paulwiezorek@gmail.com [mailto:paulwiezorek@gmail.com] On Behalf Of Paul Wiezorek
Sent: Monday, March 20, 2017 5:05 PM
To: Elizabeth Abernethy
Subject: Re: Residential LDR Update Request for Feedback

I think the FAR schedule is confusing and will have A LOT of issues in interpretation. The basic idea and basic FAR is completely understandable however, when you get into credits for additional setbacks it gets confusing.

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- Do mechanical equipment platforms factor into the FAR? Pool equipment, AC equipment, Slab on grade or up to a certain height? Roof covered areas only?
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On Fri, Mar 17, 2017 at 10:55 AM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Good morning,

Thought you might like to see this presentation from yesterday's Committee of the Whole Meeting

Based on the feedback from City Council yesterday, we are to analyze a .50 FAR with a max. 0.20 bonus FAR provision (no garage exemption) as an alternative to the current staff recommendation of a 0.50 FAR w/ 500 s.f. garage exemption, and a max. 0.15 bonus FAR provision

Please let me know if you have any feedback on any of the code changes

I will include your comments in the addendum to the Public Participation report, which will be provided to the DRC before the hearing on May 3rd, and will be provided to City council before the hearings, tentatively scheduled for June.

Staff would really like to have some feedback from the builders/designers, and if any of the new language is not clear or poses concerns, we'd like to know about it in the next few weeks.

In particular, please review the FAR requirement and the associated bonus criteria (page 6), the repetitive design section (page 13, Section d.2) and changes to the fenestration and transparency requirements (page14)

Sometimes what we write seems clear to us, but when someone else reads it, it isn't...

Our goal is to have clear and consistent standards, and we have time to make changes before this goes to the May 6th public hearing

Please feel free to forward to anyone else you think might be interested,

Have a great weekend,
Regards,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.

Your Sunshine City

--
Paul Wiezorek
Wiez Design & Construction
President
813 841-3330
wiezchoice.com
Elizabeth Abernethy

From: Douglas Gillespie <dgillespie@mjgarch.com>
Sent: Tuesday, March 21, 2017 5:24 PM
To: Elizabeth Abernethy
Cc: Kathryn Younkin; 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Sharon Winters'; 'Robert'
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg
Attachments: 1. TWO STORY HOUSE SITE PLAN.pdf; 2. TWO STORY SECTION AND ELEVATIONS.pdf; 3. TWO STORY GABLE VS HIP ROOF.pdf; 4. 27TH AVE N.jpg; 5. 27TH AVE N.jpg; 6. 19TH AVE N.jpg; 7. 9TH AVE N.jpg; 8. 16TH AVE N.jpg

Liz,

I read through the 3/10/17 updated Working Draft and wonder if it is not too late to for you to consider two proposals for Residential Floor Area Ratio Bonus.

Obviously, the overpowering of two story houses in context of one story houses (and even in context of many existing two story houses) is the actual height. I propose a bonus of .02 for reducing the beginning of the roof line to 23 feet (overall to 35 ft) and additional .02 bonus to reduce the beginning of the roof line to 22 feet (overall to 34 ft). As you can see from the attached drawings (1 & 2), even at 22 feet a one can have 9’ ceilings on the first and second floor. (I know, some developers think you have to have 11’ ceilings)

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I also would like to see the bonuses maximum be raised to .2.

Thanks for your consideration.

Doug Gillespie, Architect
145 10th Ave. N Unit 9
St. Petersburg, FL 33701
2 STORY WITH PITCHED ROOF
LOT AREA 7200 SF
GROUND FLOOR
2925 S.F.
ISR .40
2 STORY
5850 S.F.
FAR .31
7200 S.F. SITE
Hi Liz. One thing that might make for a good bonus feature is something that breaks up the roof line. Cross gables, Dormers etc. all help to minimize the roof’s massive appearance and with the larger houses that seems to be a real issue.

Thanks

Bob

On Mar 22, 2017, at 8:07 AM, Elizabeth Abernethy <Elizabeth.Abernethy@stpete.org> wrote:

Very helpful feedback!
Kathryn and I are refining the bonus criteria with the input we are getting from our stakeholders.
I expect to have updated language in a few weeks to share.

Please see attached a revised FAR analysis, based on feedback from City Council at last week’s COW meeting.

We are comparing:
1. staff’s original recommendation of: .50 FAR with 500 s.f. garage addition, adding the exemption for non-living space below the design flood elevation, with 0.15 FAR max. bonus
2. revised recommendation of: 0.50 FAR, no garage exemption, adding the exemption for non-living space below the design flood elevation, with 0.20 FAR max. bonus. As you will see, the revised recommendation requires more homes to use the bonus criteria.

Table 2: Number of Homes Exceeding Proposed FAR limits

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<tr>
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<tr>
<td></td>
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<tr>
<td>NS-1</td>
<td>84</td>
<td>7</td>
<td>15</td>
</tr>
<tr>
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<td>18</td>
<td>0</td>
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</tr>
<tr>
<td>NT-1</td>
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<td>2</td>
<td>4</td>
</tr>
<tr>
<td>NT-2</td>
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<td>7</td>
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<tr>
<td>NT-3</td>
<td>20</td>
<td>7</td>
<td>11</td>
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<td>Total</td>
<td>266</td>
<td>23</td>
<td>49</td>
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<td>Percentage</td>
<td></td>
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Thanks!
Quick comment:

#5 on page 14 – window, recessed. Requiring trim around windows that are not recessed 3” (which is not possible in wood frame construction) does not look appropriate with some architectural styles – modern or Spanish Mediterranean. Picture framing ok on other styles and automatic on Hardi-siding. Just my 2 cents!

Chuck Knight
Green Street Homes, LLC
727-330-0721

Thought you might like to see this presentation from yesterday’s Committee of the Whole Meeting

Based on the feedback from City Council yesterday, we are to analyze a .50 FAR with a max. 0.20 bonus FAR provision (no garage exemption) as an alternative to the current staff recommendation of a 0.50 FAR w/ 500 s.f. garage exemption, and a max. 0.15 bonus FAR provision

Please let me know if you have any feedback on any of the code changes
I will include your comments in the addendum to the Public Participation report, which will be provided to the DRC before the hearing on May 3rd, and will be provided to City council before the hearings, tentatively scheduled for June.

Staff would really like to have some feedback from the builders/designers, and if any of the new language is not clear or poses concerns, we’d like to know about it in the next few weeks.
In particular, please review the FAR requirement and the associated bonus criteria (page 6), the repetitive design section (page 13, Section d.2) and changes to the fenestration and transparency requirements (page 14)

Sometimes what we write seems clear to us, but when someone else reads it, it isn’t...
Our goal is to have clear and consistent standards, and we have time to make changes before this goes to the May 6th public hearing

Please feel free to forward to anyone else you think might be interested,

Have a great weekend,
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I look forward to your revised bonus criteria. Are you considering revising the definition of “Gross Floor Area” because there is nothing on page 60 of the Working Draft of 3/10/17 regarding SECTION 16.90.020.3 Definitions.

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Sent: Wednesday, March 22, 2017 8:07 AM
To: Douglas Gillespie <dgillespie@mjcarch.com>
Cc: Kathryn Younkin <Kathryn.Younkin@stpete.org>; 'Robin Reed' <rlreed@tampabay.rr.com>; 'Joe Reed' <jdreed@tampabay.rr.com>; 'John Barie' <jpbarie.architect@gmail.com>; 'Sharon Winters' <swinters@tampabay.rr.com>; 'Robert' <slumbuster@aol.com>
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--Liz

From: Douglas Gillespie [mailto:dgillespie@mjaarch.com]
Sent: Tuesday, March 21, 2017 5:24 PM
To: Elizabeth Abernethy
Cc: Kathryn Younkin; 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Sharon Winters'; 'Robert'
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

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145 10th Ave. N Unit 9
St. Petersburg, FL 33701

From: Elizabeth Abernethy [mailto:Elizabeth_Abernethy@stpete.org]
Sent: Friday, March 17, 2017 4:07 PM
To: Douglas Gillespie <dgillespie@migarch.com>
Cc: 'Robin Reed' <rreed@tampabay.rr.com>; 'Joe Reed' <jdreed@tampabay.rr.com>; 'John Barie' <jbarie.architect@gmail.com>; 'Robert' <slumbuster@aol.com>; 'Sharon Winters' <swinters@tampabay.rr.com>;
Kathryn Younkin <Kathryn.Younkin@stpete.org>
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

FYI
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Sent: Tuesday, February 28, 2017 6:13 PM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'; Kathryn Younkin
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

Liz,

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Attached are excerpts from the Evanston, Illinois zoning ordinance. I reduced the requirements for three residential districts to a matrix, so that you can easily see how lots of similar sizes compare between Evanston and St. Petersburg.

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Sent: Friday, February 24, 2017 3:27 PM  
To: Douglas Gillespie  
Cc: 'Robin Reed' <rreed@tampabay.rr.com>; 'Joe Reed' <jreed@tampabay.rr.com>; 'John Barie' <jobarie.architect@gmail.com>; 'Robert' <slumbuster@aol.com>; 'Sharon Winters' <swinters@tampabay.rr.com>; Kathryn Younkin <Kathryn.Younkin@stpete.org>  
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Have a nice weekend,
Thanks!
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Sent: Thursday, February 23, 2017 4:01 PM  
To: Elizabeth Abernethy  
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'  
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

Thank you for your response. I am sharing this with others on the Neighborhood Review Committee.

Doug Gillespie

From: Elizabeth Abernethy  
Sent: Thursday, February 23, 2017 3:39 PM  
To: Douglas Gillespie  
Subject: Re: FAR, Building Coverage and ISR issues in St. Petersburg

Douglas,

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My goal as noted yesterday is May adoption. This would likely delay us at least another 90-days, and

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I'll let you know what we decide.
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Sent: Wednesday, February 22, 2017 10:47:37 AM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Sharon Winters'; 'Robert'; Kathryn Younkin
Subject: FAR, Building Coverage and ISR issues in St. Petersburg

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Doug Gillespie
145 10th Avenue N Unit 9
St. Petersburg, FL 33701

Your Sunshine City
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Thank you for your consideration.

Doug Gillespie, Architect
145 10th Avenue North Unit 9
St. Petersburg, FL 33701
Very helpful feedback!
Kathryn and I are refining the bonus criteria with the input we are getting from our stakeholders.
I expect to have updated language in a few weeks to share.

Please see attached a revised FAR analysis, based on feedback from City Council at last week’s COW meeting.

We are comparing:
1. Staff's original recommendation of .50 FAR with 500 s.f. garage addition, adding the exemption for non-living space below the design flood elevation, with 0.15 FAR max. bonus
2. Revised recommendation of .50 FAR, no garage exemption, adding the exemption for non-living space below the design flood elevation, with 0.20 FAR max. bonus. As you will see, the revised recommendation requires more homes to use the bonus criteria.

<table>
<thead>
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<th>Table 2: Number of Homes Exceeding Proposed FAR limits</th>
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<tr>
<td>&quot;# Houses Built 2015/2016&quot;</td>
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<td>&quot;Previous Recommendation 0.50 FAR w/ 500 s.f. .15 Bonus with Flood Exemption&quot;</td>
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<td>&quot;Revised Recommendation 0.50 FAR 0.20 Bonus with Flood Exemption&quot;</td>
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<tr>
<td>Total</td>
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<td>Percentage</td>
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Thanks!
--Liz
I read through the 3/10/17 updated Working Draft and wonder if it is not too late for you to consider two proposals for Residential Floor Area Ratio Bonus.

Obviously, the overpowering of two story houses in context of one story houses (and even in context of many existing two story houses) is the actual height. I propose a bonus of .02 for reducing the beginning of the roof line to 23 feet (overall to 35 ft) and additional .02 bonus to reduce the beginning of the roof line to 22 feet (overall to 34 ft). As you can see from the attached drawings (1 & 2), even at 22 feet a one can have 9' ceilings on the first and second floor. (I know, some developers think you have to have 11’ ceilings)

Secondly, another way of reducing the visual bulk of a house from the street is the orientation of the eave on a two story house with a pitched roof. If the eave runs parallel to the street such as one would have with a hip roof, the visual impact is reduced. Please see the attached drawing (3) that shows the gable end wall facing the street versus a hip roof. Also, I have attached photos of two new side by side houses on 27th Avenue North in order to illustrate this idea (4 & 5). I have also attached photos of two houses under construction where one house has a gable end wall facing the street and the other uses hip roofs (6 & 7). Also attached is a photo of a house that has a second story addition under construction that I think would have benefitted from having the eave running parallel with the street (8). I proposed a bonus of .02 for the main roof of a two story house to have the eave parallel with the street. (Not necessarily a hip roof, could be a gable roof with the eave running parallel with the street.

In my opinion the side setback bonus for the second floor will not be very popular because of methods of construction. I see many houses these days being constructed with concrete block bearing walls in lieu of wood studs (for high wind bracing), so transferring the load of those walls plus the roof load would entail engineering the second floor joists to transfer the loads to the first floor walls. Even so how would the designer handle the ledge that is created by such a setback? I think it would lead to some peculiar designs. Because of cost I think builders will opt for standard construction.

I also would like to see the bonuses maximum be raised to .2.

Thanks for your consideration.

Doug Gillespie, Architect
145 10th Ave. N Unit 9
St. Petersburg, FL 33701

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, March 17, 2017 4:07PM
To: Douglas Gillespie <dgillespie@mjarch.com>
Cc: 'Robin Reed' <rreedic0@tampabay.rr.com>; 'Joe Reed' <jreedic0@tampabay.rr.com>; 'John Barie' <jbarie.architect@gmail.com>; 'Robert' <slumbuster@aol.com>; 'Sharon Winters' <swinters@tampabay.rr.com>
Kathryn Younkin <Kathryn.Younkin@stpete.org>
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

FYI
Thought you might like to see this,

Thanks!
--Liz
From: Douglas Gillespie [mailto:dgillespie@mjaarch.com]
Sent: Tuesday, February 28, 2017 6:13 PM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'; Kathryn Younkin
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

Liz,

Thank you for considering the committee idea and discussing it with your colleagues.

Attached are excerpts from the Evanston, Illinois zoning ordinance. I reduced the requirements for three residential districts to a matrix, so that you can easily see how lots of similar sizes compare between Evanston and St. Petersburg.

Thank you,
Doug Gillespie

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, February 24, 2017 3:27 PM
To: Douglas Gillespie <dgillespie@mjaarch.com>
Cc: 'Robin Reed' <rreed@tampabay.rr.com>; 'Joe Reed' <jidread@tampabay.rr.com>; 'John Barie' <jbarie_architect@gmail.com>; 'Robert' <slumbuster@aol.com>; 'Sharon Winters' <swinters@tampabay.rr.com>
Kathryn Younkin <Kathryn.Younkin@stpete.org>
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

We have discussed this amongst the team and the consensus is that we need to move forward with the package. We will evaluate your proposed FAR changes and get back to you, hopefully by the end of next week. We have to finalize a draft strike-out/underline package for the 03/16 COW meeting by next Thursday CLOB, so I will send it to you along with everyone else on the LDR email list.

Have a nice weekend,
Thanks!
--Liz

From: Douglas Gillespie [mailto:dgillespie@mjaarch.com]
Sent: Thursday, February 23, 2017 4:01 PM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Robert'; 'Sharon Winters'
Subject: RE: FAR, Building Coverage and ISR issues in St. Petersburg

Thank you for your response. I am sharing this with others on the Neighborhood Review Committee.

Doug Gillespie

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Thursday, February 23, 2017 3:39 PM
To: Douglas Gillespie <dgillespie@mjaarch.com>
Subject: Re: FAR, Building Coverage and ISR issues in St. Petersburg

Douglas,
I will discuss your suggestion to convene a committee with my director.

I do believe this idea has merit, my main concern is the added delay in adoption of the amendments.

My goal as noted yesterday is May adoption. This would likely delay us at least another 90-days, and I have a number of applicants waiting on some of the pending clarification changes.

I'll let you know what we decide.

Thanks for your time and thoughtful consideration,

Elizabeth

From: Douglas Gillespie <dgillespie@migarch.com>
Sent: Wednesday, February 22, 2017 10:47:37 AM
To: Elizabeth Abernethy
Cc: 'Robin Reed'; 'Joe Reed'; 'John Barie'; 'Sharon Winters'; 'Robert'; Kathryn Younkin
Subject: FAR, Building Coverage and ISR issues in St. Petersburg

Liz,

Thank you for meeting with Robin, Joe, Bob and myself yesterday morning. Bob’s recap of the statistics that you presented to the council working committee and to COMA was helpful in emphasizing the Neighborhood Review Committee’s (NRC) recommendation in FAR, Building Coverage and ISR. Obviously, there is a difference in what you have proposed so far and what the NRC would like to see.

I know you have feedback from group’s like ours and other interested parties, but I wonder if it is not too late for you to convene a committee of people who know the zoning ordinance well and who have built houses in St. Pete to review your proposals and our recommendations. The committee would have Bob Jeffries (if he is willing), two residential architects, two residential builders. Perhaps there could be some consensus about the appropriate final numbers. That way when the proposed zoning changes go to council you would have professionals, builders and concerned citizens on board for support.

Even though as an architect I have had 37 years of residential design experience in Chicago, I don’t consider myself qualified to be on such a committee due to lack of local experience. However, in my opinion, the generally over scaled and poor design effort on many of the recent houses in Old Northeast is an affront to this charming neighborhood.

Thank you for your and your staff’s effort in pulling together the statistics that have allowed us to assess this problem and also thank you for the time you have spent getting the word out to citizens. But I urge you to convene a group of concerned professionals as I have suggested above.

Doug Gillespie
145 10th Avenue N Unit 9
St. Petersburg, FL 33701

Your Sunshine City
Liz,

I wanted to take a moment to express my concern over these proposed regulations. Many of these regulations that are being proposed are simple text updates to clarify code, these are greatly appreciated changes. Other changes are cosmetic in nature and while adding cost to the construction of new homes, I understand why they are being done, and don’t have any great objection to them.

The FAR changes that are being proposed are however, a dramatic outlier from the rest of the proposed LDR changes. These changes as currently proposed will discourage developers to redevelop neighborhoods that are greatly in need of redevelopment. Most, if not all, of the redeveloped of homes by local developers are completed on homes that are functionally obsolescent; by redeveloping these homes developers are improving energy efficiency, and safety of the housing stock by building to current building code.

The FAR changes disproportionately affect many lower income areas such as North Kenwood that tend to have small lots. I did some simple math and was able to show a potential loss of lot/land value of more than $300,000,000, almost entirely borne by individual home owners, not corporations. I really think the City needs to engage a specialist to produce an economic study of the impacts of the LDR changes, especially the FAR restriction.

I don’t think an FAR is the proper approach to the situation at hand, I think you can reach the same objectives through design restrictions, setbacks and overlay districts which would be a more precise method of dealing with the complaints. The LDR / FAR approach reduces thousands of people’s property rights without their consent, knowledge or just, fair market, compensation.

I understand the concerns of neighborhoods that are seeing the complexion of their housing stock change. I can only imagine the calls you get from people complaining about the new home going up next door, but for every call you get that is complaining about development, there are dozens more people who appreciate what the development community does because we increase the aesthetics of the neighborhoods, we increase property values, we catalyze commercial development, we renew an ageing housing stock that was designed for needs that no longer exist anymore, and we provides millions of dollars in taxes to the city every year when a new home is assessed for its value after being developed; taxes that can be used for schools and to improve infrastructure such as our sewer system. I know there are hundreds if not thousands of citizens that appreciate what we do because I talk to citizens every day in Saint Petersburg, I see the tourist flocking here, and I know many families that want to live here. We need the ability to provide housing for these families that want to be here or young couples who want to stay here but can’t find a home because the existing housing stock was designed for retirees. The FAR restrictions make it harder for us to provide the housing that the market demands.

I am not saying I have all the answers but there are many other ways to take a more surgical approach to the issues being presented. As previously mentioned, overlay districts, new zoning categories, design restriction updates for specific neighborhoods, are just a few alternative methods to achieve the same results with less detrimental impacts.

If the FAR restrictions are put in place as proposed below, it will have a greatly detrimental effect on the local homebuilding community. The diversity of housing stock will suffer, and the overall economic potential of the City will
be diminished. The Cities that grapple with affordability problems the most in this country are also the ones that maintain the greatest developer restrictions. This is not a coincidence.

I say all of this as a Citizen of the City and a Homeowner with a Master’s of Science in Real Estate who cares not only about the City’s economy but about the aesthetics and character of the City too.

Your time is greatly appreciated, and I hope you can appreciate my concerns,

-Martin Frame

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, March 17, 2017 10:55 AM
To: Elizabeth Abernethy <elizabeth.Abernethy@stpete.org>
Subject: Residential LDR Update Request for Feedback

Good morning,

Thought you might like to see this presentation from yesterday’s Committee of the Whole Meeting

Based on the feedback from City Council yesterday, we are to analyze a .50 FAR with a max. 0.20 bonus FAR provision (no garage exemption) as an alternative to the current staff recommendation of a 0.50 FAR w/ 500 s.f. garage exemption, and a max. 0.15 bonus FAR provision

Please let me know if you have any feedback on any of the code changes
I will include your comments in the addendum to the Public Participation report, which will be provided to the DRC before the hearing on May 3rd, and will be provided to City council before the hearings, tentatively scheduled for June.

Staff would really like to have some feedback from the builders/designers, and if any of the new language is not clear or poses concerns, we’d like to know about it in the next few weeks.
In particular, please review the FAR requirement and the associated bonus criteria (page 6), the repetitive design section (page 13, Section d.2) and changes to the fenestration and transparency requirements (page 14)

Sometimes what we write seems clear to us, but when someone else reads it, it isn’t...
Our goal is to have clear and consistent standards, and we have time to make changes before this goes to the May 6th public hearing

Please feel free to forward to anyone else you think might be interested,

Have a great weekend,

Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.
Report of Neighborhood Review Committee  
February 28, 2017

Our Neighborhood Review Committee, in coordination with CONA and with input from many neighborhoods, has been closely following the work that zoning head, Liz Abernethy, and her team have been doing over the past year. She has worked hard to address many LDR issues, and we are in general agreement with most of the City's proposed changes. We also understand that the concerns of developers and others must be considered as well, and therefore we are urging approval if recommendations are fair to both residents and the development community.

The major problems and City-proposed solutions:

- The consensus of many of the Traditional neighborhoods is that new homes constructed after the 2007 LDR rewrite are too large, built to the setbacks, and often have a boxy appearance.
  - Establish an FAR (Floor Area Ratio) standard that will make new construction proportionate to the size of the lot.
- Many of the new homes cover almost all of the lot, impacting drainage and contributing to flooding issues.
  - Establish a Building Coverage Ratio (Building Footprint) that will determine a maximum building coverage standard.
- Many of the new homes do not fit in with the established character of the neighborhood and traditional architectural styles.
  - Create a manual of design guidelines, or Pattern Book, that will describe and illustrate the various architectural styles.

FAR is the total square footage of a house, including all floors, divided by the square footage of the lot. City-wide, the average FAR of houses in NT-2 districts like Crescent Lake historically was .20. For homes built since 2008, that number has increased to .32 (with an average living space of 2,051 square feet.) The City is proposing a maximum FAR of .50. Using this FAR number, only 4 of 82 houses in NT-2 districts would have been restricted in size, and only 16 of 232 homes City-wide. We think this number is too high, and are recommending that it be reduced.

It should be noted here that the City is not using a gross FAR number but one called “living space” that does not include garage and storage space. We believe a “Gross FAR” percentage that includes all the building spaces should be used as it is less confusing, creates fewer loopholes and is easier to administer.

Building Coverage Ratio is the square footage of the entire building footprint, not including upper stories, divided by the square footage of the lot. The City is proposing a ratio of .50, and again only 7 of the houses constructed city-wide since 2007 would have been restricted in size – and none of these is located in Crescent Lake. We are recommending that this number be reduced.

For more information on other proposed changes, please refer to the earlier attachment you received from your association (Summary of LDR Changes Proposed by the City of St. Petersburg, 2/15/2017). We would be happy to try to answer any questions you have about those other topics at the end of our presentation.

What you can do... Email the Mayor (Mayor@stpete.org) and City Council Members (Council@stpete.org) about your concerns. They are very interested in what residents want to see in their neighborhoods and what they think about the new construction.
Historic Old Northeast
Demolition/Construction/Planned Construction
November, 2007 to January, 2017
March 30, 2017

Dear Property Owner:

You are receiving this letter because you own a water lot adjacent to Coffee Pot Boulevard, Brightwaters Boulevard, Sunrise Drive SE, or Sunset Drive N. or S., across the street from residential homes. These lots are known as “non-contiguous” water lots in the City of St. Petersburg Land Development Code.

We are reaching out to all owners of these non-contiguous water lots to inform you of two proposed code changes that may affect your property. The first change relates to gates and fences in front of docks. The current code does not provide design standards for non-contiguous water lots. Staff surveyed all of the lots to determine the average height, width, and materials. Staff is proposing the following standards for all new gates/fences moving forward:

**Proposed Gate Design Standards for Non-contiguous Water Lot Docks:**

- Allowable materials include decorative wrought iron, aluminum, masonry, concrete, stone, vinyl, or composite manufactured specifically as fencing materials
- Wood would no longer be allowed. Existing wood fences and gates may be repaired, but not replaced
- Fences/Gates must be 75% transparent, which means a maximum opacity of 25%, excluding vertical support posts. In other words, no more than 25% can be solid

**Dimension Standards:**

For the gate across the dock:
- Maximum gate height of 6-feet
- Maximum arch height of 7.5-feet

For the fence projecting beyond the sides of the dock:
- Maximum fence height 5-feet
- Maximum fence width 3-feet

*Please note that existing gates/fences are allowed to remain; however, if you replace your dock, the gate will need to meet the proposed requirements.*
Proposed Ban on Dock Roofs and Canopies for Non-contiguous Water Lots:
The second proposed change relates to roof or canopy structures over a boat slip on a non-contiguous water lot. Current code allows roof or canopy structures as long as the lot has a minimum of 50-feet of water frontage. Concerns have been expressed about these structures impeding public views along the adjacent roadways. The proposed change would no longer allow construction of these roof or canopy structures on non-contiguous water lots. Any existing structures can remain, and these existing structures could be repaired, but not replaced.

These changes are part of a larger package of proposed amendments to our residential development standards. The first public hearing is scheduled on Wednesday, May 3rd, at 2:00 p.m., before the Development Review Commission in the City Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida. The second public hearing before City Council is tentatively scheduled for Thursday, June 15th, at 3:30 p.m., in the same location.

City staff is available to answer any questions you might have regarding these proposed changes. If you would like to provide feedback to staff or to City Council, you can email us at DevRev@StPete.org or call us at 727-892-5498.

Sincerely,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
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We live on Coffee Pot Blvd and have watched the deterioration of existing docks along the "Scenic Drive" along CPBLvd for the last 20 years. Residents who DO NOT live on CPBLvd buy these docks then maybe use them a few times then never return to maintain them so they look awful, do not comply with the code rules and the Codes Dept turns a blind eye to this issue. Rule 16.50.130.4, Maintenance, Abatement and Hazardous conditions. They never cite these owners for obvious deterioration, throwing up picket fencing, paint them green and outhouse looking gates which is an obvious visual obstruction - Rule 16.50.230.9.3 or create some AWFUL idea for their Dock and we are left with them to look at from our homes here along the Blvd.

We have been attending the LDR meetings and have just read the proposed code changes sent to us this week on March 30 from Liz Abernathy. One of the Pros says "wood would no longer be allowed. Existing wood fences and gates may be repaired, but not replaced." Here is a photo of a "repaired" gate in front of my house by owners who do not live along the Blvd and NEVER use this Dock or maintain it unless I call and complain. They came out and removed old boards and left this. The next photo is of a Dock gate installed by an absentee owner in September 2015 which looks like an outhouse and I called the code department and this thing which violates ever visual obstruction rule was signed off on three times by Robert Gerdes and Mike Dove. This is an outrage! Someone please use some common sense and help us. Give owners three choices for wrought iron/decorative gates and NO REPLACING tacky wood. After the third notice from the city he punched holes in the sides and left this and Mike Dove told me they were "moving on". How would you like this in front of your house? HELP? People need only three options that are acceptable to be used so please reconsider the "wood may be repaired but not replaced" rule be DELETED. I cannot be there for the meeting May 3rd so that is why I am writing this letter asking for your good judgment for this issue. We just want our tax dollars to keep our city as beautiful as possible along our "Scenic Drives." Please do the right thing. The absentee owners etc know they are not maintaining these docks and they will grumble a bit but to help keep our waterfronts beautiful they are going to have to do their part if they own these docks.

Thank you, the residents along CPB.

Respectfully,
Patricia Gassner
Sent from my iPad
April 3, 2017

Dear Ms. Abernethy:

I understand you are soliciting feedback on the LDRs. Following is a message I sent earlier to the Mayor and City Council. Thank you for your interest in hearing from residents on this issue.

Sincerely,
Rick Carson

Dear Mr. Mayor and Members of the City Council --

As a 16 year resident of The Historic Old Northeast, I would like to take this opportunity to share my impressions about the nature of new construction in the City as you consider amendments to the residential LDRs.

My primary reason for moving into The Historic ONE was it being a traditional neighborhood, one in which homeowners were remodeling and renovating older properties, which is what I did when I purchased my 1920s bungalow. Now the balance is tipping toward teardowns of older, renewable structures only to replace them with buildings which are way out of scale, proportion and design to existing houses on the block. This trend is decidedly changing the character of our long-established, traditional neighborhood with new builds which are much more appropriate for Palm Harbor and Tierra Verde.

As you consider changes to the LDRs, please keep in mind the concerns of those residents who have invested their sweat equity as well as their dollars in these traditional neighborhoods for a reason.

Sincerely,
Richard Carson
1035 Cherry Street NE
St. Petersburg 33701
Dear Liz,

First, thank you for your efforts to keep the community engaged in the Land Development Regulation updates that are ongoing. Your work has been a bright spot within the City of Saint Petersburg and your passion to get this right shows.

I understand that you and City Staff have proposed a .5 FAR for NT2 neighborhoods with the option of larger with design bonuses. As someone who lives in an NT2 neighborhood (1075 18th Ave North), I cannot agree with this standard. Currently, new construction in NT2 are slightly smaller than the .5 FAR cut off and the new proposal allows developers to continue building slightly smaller homes without design modifications to make the house in keeping with the neighborhood.

I would urge you, City Staff and City Council to consider the following:

- implement a .4 FAR for NT2 neighborhoods
- implement the FAR threshold for other NT neighborhoods in alignment with NT2 at .4 FAR
- provide developers with larger design bonuses to allow up to a .5 FAR in NT2 neighborhoods
- limit house sized to a maximum to .5 FAR with design bonuses for NT2 neighborhoods
- increase budgets and hire more Zoning and Buildings Department staff to alleviate added workload the FAR restriction will cause

Thank you for for consideration.

Kind Regards,

Scott Lehman
1075 18th Ave North
ST. PETERSBURG

As St. Petersburg considers major changes to its zoning rules, city staffers find themselves between a rock and a hard place.

Or, more precisely, a bungalow and a McMansion.

Residents of Historic Kenwood are the latest group to weigh in on the proposed changes, which they say wouldn't do enough to protect their area, known for its cozy bungalows, from being overrun with huge, boxy structures.

But a representative of one major builder says the changes go too far and would hurt the city's efforts to upgrade an aging housing stock that no longer meets the needs of today's families.

As for the city, "we're trying to find that middle ground that is responsive to the kind of house construction that is in demand and that has design guidelines to assure houses won't look like a big box looming over the neighborhood," said David Goodwin, St. Petersburg's planning director.

Since the real estate market began to perk up a few years ago, more than 260 large new houses have been built in some of the city's most coveted areas, including Snell Isle and the Old Northeast. Another area joining the trend is Historic Kenwood, which has one of Florida's largest concentrations of 1920s-era Craftsman-style bungalows.

Many of the original houses are less than 1,300 square feet, though, prompting a flurry of new construction that has resulted in big modern homes that look strikingly different from surrounding properties.

"Almost every (older) home has a front porch and interesting details with roof lines, and these big homes just look like giant walls," said Brenda Gordon, president of the Historic Kenwood Neighborhood Association. "It's not that the neighborhood doesn't want to see new construction, it's just that we want new construction that enhances the neighborhood."
In response to such concerns, city staffs recommend that new homes take up no more than 50 percent of the total area of a lot — expressed in zoning parlance as a "floor area ratio" or FAR of 0.50. However, if a builder incorporates design features that make the house look smaller, it is entitled to a bonus allowing it to cover up to 70 percent of the lot.

"With those bonuses, you can get a little bigger house, but you're going to have to do three or four bonus design guidelines so the house doesn't look so big," Goodwin said. Those guidelines could include second-story setbacks, for example.

But the local land acquisition manager of David Weekley Homes, the nation's largest private homebuilder and one of the most active builders in St. Petersburg, says limiting the size of new houses is the wrong approach.

"If the FAR restrictions are put in place as proposed, it will have a greatly detrimental effect on the local homebuilding community," Martin Frame wrote in an email to city zoning officials. "The diversity of the housing stock and the overall economic potential of the city will be diminished."

In replacing "functionally obsolescent" houses with new ones, Frame wrote, developers are improving the energy efficiency and safety of the city's housing. New homes also improve the "aesthetics of the neighborhoods," he said, and generate millions of dollars in additional property taxes that can be used for schools, sewers and other necessities.

While acknowledging that some residents have concerns about big houses, Frame said "hundreds if not thousands" of others endorse the new construction.

"I see the tourists flocking here, and I know many families that want to live here," he wrote. "We need the ability to provide housing for these families that want to be here or young couples who want to stay here but can't find a home because the existing housing stock was designed for retirees. The FAR restrictions make it harder for us to provide the housing that the market demands."

In another email, Frame, who lives in St. Petersburg, summed up his feelings: "I don't think it's the government's business to tell a family what size home they should have."

Historic Kenwood residents say their main issue with the proposed zoning changes don't involve the size of new houses as much as the style.

Because Kenwood is not on the water, the demand for huge homes is not as great as it is in areas like Snell Isle. As a result, new houses, while big, are less likely to cover over 50 percent of the lot. And that means they might not be big enough to trigger the requirement for design features that make them look more in keeping with the neighborhood.

Developers "are not building 4,000- or 5,000-square-foot houses in neighborhoods like Crescent Heights or Kenwood," said Bob Jeffrey, a Kenwood resident. "They're building 2,400 or 2,500 square feet, which is still significantly larger than the bungalow next to it. If the FAR base is not low enough to start kicking in those design features, what happens is that the bonuses will never apply so they will build big, boxy houses."

Jeffrey, who rehabs older buildings, is on a committee of residents from several St. Petersburg neighborhoods dealing with big-house issues. While committee members are "95 percent happy" with the proposed changes, he said, they would like to see the FAR limit lowered.

Even without regulatory carrots and sticks, some builders have put up houses that are large but blend in well, notes Gordon, the association president. As evidence, she cites a house in the 2500 block of Fourth Avenue N that replaced a home that burned down.

Although it is nearly 3,000 square feet, the new house "won a St. Pete Preservation award for being compatible in-fill," Gordon said. "It is such a pretty home, built to look like the older ones."

City staffers have met with several neighborhood groups about the proposed changes and will brief the St. Petersburg Chamber of Commerce on April 26. In addition to Frame, of Weekley Homes, the Pinellas Realtor Organization has expressed concerns that some of the proposals are too restrictive.

Other groups "are likely to speak up before the City Council makes a final decision, expected in May."
Dear People who make the rules in our beautiful city,

Driving around our neighborhood is pretty sad these days when we see what is being allowed to happen to our awesome neighborhood. We hope you saw the Times article today about these homes that do not fit in. We need your help in controlling these out of control developers who seem to get all the variances they want when it comes to building the biggest boxy homes possible that in may instances do not fit into their locations. We are losing our charm one house at a time. We need your help before it's too late - please!

Carol & Burt Kline
1012 N Shore Dr NE
St Pete, FL 33701
The cities of St. Petersburg and Tampa have plenty to offer millennials and young families, including beautiful parks, bustling bar and restaurant scenes and improving job prospects. One challenge is housing, much of it aging and small by comparison to the 3/2s of modern suburbia. Developers are eager to resolve the mismatch by building bigger, modern homes that can appear out of scale in established neighborhoods. As the Tampa Bay area evolves, urban planners should strive for a better balance between preserving the character of neighborhoods and encouraging a housing renewal that meets the needs of younger residents.

The growing pains are being felt in signature neighborhoods like St. Petersburg's Historic Kenwood and Snell Isle and Tampa's West Tampa and Seminole Heights. The Tampa Bay Times' Susan Taylor Martin recently reported on a rift in Kenwood, which boasts one of Florida's largest concentrations of craftsman-style bungalows dating from the 1920s. But many have just two bedrooms and one bathroom and cover a tight 1,300 square feet. In some cases, they are being replaced with much larger houses, offering more space and more amenities — and slowly altering the look of the neighborhood. Another common complaint on both sides of the bay: small homes on double lots being knocked down and replaced with two large houses with minimal setbacks. Neighborhoods need breathing room, and while maximizing size and density boosts developers' profits, it does not serve the greater community interest.

Design standards are more subjective and more challenging for city planners. In Seminole Heights, another bungalow enclave, residents objected to new homes popping up featuring “faux” porches — glorified front stoops that couldn't hold two rocking chairs. In Kenwood, boxy, modern homes don't blend in with the quaint bungalows. But one person's eyesore is another's dream home, and imposing rigid standards like those in deed-restricted subdivisions would be an overcorrection.

That's where codes and zoning come in. One builder's representative said in an email to St. Petersburg officials that it's not "the government's business to tell a family what size home they should have." Maybe not what size, but certainly where, and with reasonable conditions. When uniformly enforced, zoning preserves the integrity of neighborhoods by limiting home size, requiring setbacks from neighboring properties and providing incentives to make new houses fit in. St. Petersburg, for example, is considering sensible new guidelines that would limit home size but allow builders to exceed the maximum if they incorporate design enhancements that mitigate the "big box" feel of new homes. Those kind of incentives leave flexibility for people to build the house they want while having a positive long-term effect on how neighborhoods evolve.

Through smart investment in community amenities, Tampa and St. Petersburg have grown into thriving urban centers where more and more people want to live. The eagerness of developers to build attractive, spacious new homes helps revive communities, add local tax revenue and create safer neighborhoods. It's a great problem to have, but it's crucial that local governments provide steady oversight that preserves what is unique about each city while encouraging development of new, viable housing.
Hi all, I live in ONE, and I am excited to see the city addressing the problem of construction & scale of houses in our neighborhoods. Far too many houses constructed since 2007 are too large, and do not fit the neighborhoods. Please consider reducing the FAR, and keep St Pete’s historic neighborhoods special while allowing for replacement when necessary.

Burt Kline
1012 N Shore Dr N E
Apt 52
St Petersburg Fl 33701
Do you see any reasonable way to incorporate design standards for Kenwood and other specific areas? Seems to make sense to me that some of the homes that bungalow style features, even though the house’s footprint is larger, would go better in Kenwood...

Also—can you give me a brief reminder of the three different proposals...I know there is the initial staff recommendation, a modified staff possibility, and the Bob Jeffrey proposal that would require a large number of homes to be considered non-conforming, but I am a little fuzzy on the details. I believe I remember seeing a one page chart with all three...if you could send that to me again that would be great.

Steve

From: Bryan Young [mailto:b2young@verizon.net]
Sent: Friday, April 21, 2017 2:44 PM
To: Steve L. Kornell
Subject: Re: New Construction in HISTORIC KENWOOD

Steve,

Thanks so much for the email; you are the only one that took the time to reply.

I appreciate you taking the time to tour our neighborhood. And again I am not opposed of new larger homes as long as they look similar to the architecture existing. Multiple roof lines, open porches and bungalow details.

If I can help with so many friends and neighbors in Kenwood just let me know.

Best,
Bryan

-----Original Message-----
From: Steve L. Kornell <Steve.Kornell@stpete.org>
To: Bryan Young <b2young@verizon.net>
Sent: Thu, Apr 20, 2017 7:40 pm
Subject: RE: New Construction in HISTORIC KENWOOD

Bryan,

Thanks for taking the time to email me in regard to this issue. I share your concern with large, boxy homes and believe that our staff’s proposed changes to the LDRs takes a step towards improving the problems. I specifically asked for a tour to look at various homes so that I could more fully understand what the changes mean in the real world. After doing this tour I do believe what they have proposed is an improvement. I am willing to discuss with them perhaps installing specific design standards that address certain issues specific to certain neighborhoods such as Kenwood. I am concerned, however, that one of the proposals put forward by a neighborhood leader would make a huge percentage of land owners and home owners require variances. I believe these proposals go too far. So, I am open to trying to maintain the look of Historic Kenwood while allowing larger size homes to be built, by requiring these homes to fit the character of the neighborhood. Again,
Historic Kenwood was placed on the National Register of Historic Places following the completion of a 40+ page survey and report in 1995 which concluded that it was worthy of the distinction, due to the high percentage of homes that were historically accurate bungalows, or could be restored to that status:

http://www.historickenwood.org/sites/default/files/page/pdfs/Final%20Kenwood_Survey.pdf

Every time you allow the construction of another large lot-filling concrete monolith you help to destroy the neighborhood qualities that earned HK national register status to begin with. A supermajority of HKN residents who care enough to vote would always vote in favor of local historic district formation to protect us from these monstrosities. That is why developers insist so vehemently on a majority of all landowners, both voting and non-voting.

Please consider carefully the recommendation at page 42 of the 1995 survey report:

As with every historic neighborhood, the sensitive and depends on a number of physical locations of buildings on their lots. Neighborhoods, some lots have houses or garages, the lots, on the alleys, with no building placement is historically appropriate and urge any effort aimed toward the rehabilitation of new construction in Kenwood to consider the properties and buildings on the properties, buildings and streets.

Finally, keep up the good work. I know you must consider a wide variety of interests and I am pretty happy with the quality of local government in St. Pete.

Sincerely,
Thomas Bogan
2761 2nd Avenue N

Sent from my iPhone
Dear Ms Abernethy,

We are writing this letter to express our concerns about the extent of tear downs and new development in St. Petersburg.
We have lived in the same house in the Old Northeast neighborhood for the last 20 years and do love the rich heritage of the different architectural styles here.

Our concern is first with the size of the new construction...often overpowering their neighbors and built out to the lot line with little green space between the homes.
We support the establishment of an FAR standard of 0.4 and specific design bonuses.

We also are very worried about the lack of any character with many of the new designs, and wish that new developers were encouraged to pick more appropriate architectural styles.

We understand that new brings more money, and we are not against new construction, but feel that some restrictions need to be in place

Don and Marylee Zink
1755 Locust St NE
St Pete. 33704
Please do not allow our neighborhood to lose it's charm/quaintness by allowing new overbuilt homes to be constructed on the property. I recently moved to the area from S. Florida. I used to live on the water in Ft. Lauderdale (Las Olas Isles).

Developers/investors ruined the old Florida architecture by building massive post-modern homes, taking up every bit of space on the lots, to include erecting multi-level structures that loom and hover over the one-story historic homes. They destroyed the architecture of the neighborhood. Not to mention that the inflated cost of these new houses caused the tax base to quadruple and continue to escalate. It is a shame.

Please do not allow our lovely community to drastically change.

Thank you.

Robert and Carol Henry
727-318-3998
Good Afternoon Liz:

Right up front I want to tell you what a GREAT JOB you and your team are doing with the LDR review process. Over the vast majority of my career in architecture I represented the development community so I have a real appreciation for what you have been tasked with. The positive atmosphere you have maintained throughout the dialog is to your credit. Keep up the good work.

Let me elaborate briefly on my belief that "one size does not fit all". I believe in the importance of growth in our city and support that notion that our housing stock must change over time and evolve to meet the needs of those families that constitute our now and future business community.

I also believe the FAR and Bonus Options are tools that clarify and control future development in a positive way. Throughout my career I have seen a number of communities use the Bonus tool selectively to drive development to or away from specific geographic areas. I believe such an approach could be applied in
Right:
NT-2 Streetscape
FAR 0.5
2-Story House
Allowed = 2,857 sf
Shown = 3,429 sf
includes 3 bonuses
equaling 1,143 sf

Left:
NT-3 Streetscape
FAR 0.75
2-Story House
Allowed = 4,950 sf
Shown = 4,950 sf

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL

John Barie Design, LLC
Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL

John Barie Design, LLC
Typical Lot, 45' x 127' = 5,715 sf
Typical House, 1,000 - 1,200 sf
Lot Coverage = Building Footprint (including garage) / Lot size = 5,715 sf
32%
48.5%
Coverage = 25%
NT-2 Streetscape
Typical Lot 45' x 127' = 5,715 sf
Typical House 1-Story
Average FAR 2008-2016 = 0.32
Average FAR 2016 = 0.37
Roof Peak at 22' - 24'. 22' shown

This House FAR 0.5
Max Floor Area Allowed = 2,857.5 sf
2-Story with 2,877 sf includes garage
1st Floor - 12' ceiling, 2nd Floor 10' ceiling
Eave at 24', Roof Peak at 36'

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg Fl

John Barie Design, LLC
4-17-17
When viewed from street level the massing using the bonus – setback approach results in a home significantly greater scale than its bungalow neighbors.
Illustration of an FAR 0.5 house on an NT-2 Street using height and setback bonuses

Current design characteristics: 1st Floor Ceilings at 12' & 2nd Floor Ceilings at 10'. Bonus results in third floor cross gable design approximately 300 sf with roof peak at 36'

Bonus w/ setback

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL

John Darie Design, LLC
4-17-17
Test FAR 0.4 on NT-2 Streetscape Typical Lot 45'x127' = 5,715 sf

- Base Floor Area Allowed (FAR 0.4 x Lot Area 5,715) = 2,286 sf
- Maximum Bonuses Permitted 0.2 (Lot Area 5,715 x 0.2) = 1,143 sf
- Total Floor Area Allowed applying maximum bonus opportunities = 3,429 sf
- Apply Bonus Option #1 = 0.1 x 5,715 = 571.5 sf – Provided Covered front porch 1-story min 75% of width of front façade
- Apply Bonus Option #2 = 0.01 x 5' setback x 5715 = 285.75 SF – Provided Additional 2nd Flr setback 0.01 bonus for each 1' setback
- Bonus Option #4 = 0.05 x 5715 = 285.75 SF – Provided total residential floor of 2nd floor less that 75% of 1st floor
- Total of Bonuses Calculated = 1,143 SF
- Total Floor Area Achieved including Bonuses 1, 2 & 4 = 3,429 sf
- Illustration below demonstrates Total Floor Area including bonuses applied and assumes 400 sf garage in rear.

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL

John Baric Design, LLC

4-17-17
Test FAR 0.5 on NT-2 Streetscape Typical Lot 45' x 127' = 5,715 sf

- Base Floor Area Allowed (FAR 0.5 x Lot Area 5,715) = 2,857.5 sf
- Maximum Bonuses Permitted 0.2 (Lot Area 5,715 x 0.2) = 1,143 sf
- Apply Bonus Option #1 = 0.1 x 5715 = 571.5 sf  Provided Covered front porch 1-story min 75% of width of front façade
- Apply Bonus Option #2 = 0.01 x 5' setback x 5715 = 285.75 SF  Provided Additional 2nd Floor setback 0.01 bonus for each 1' setback
- Bonus Option #4 = 0.05 x 5715 = 285.75 SF  Provided total residential floor of 2nd floor less that 75% of 1st floor
- Total of Bonuses Calculated = 1,143 SF
- Total Floor Area Achieved including Bonuses 1, 2 & 4 = 4,000.5 sf
- Illustration below demonstrates Total Floor Area including bonuses applied and assumes 400 sf garage in rear.
Lot Diagrams — NT-3 Street Typical Lot 60’ x 110’

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL

John Darie Design, LLC

4.3.17

Prepared by: John Darie Design, LLC

FAR 0.40
Allows 2640 sf
Footprint shown is 2-story house w/ 2/3 of area allowed on 1st Floor = 1768.8 sf

FAR 0.45
Allows 2970 sf
Footprint shown is 2-story house w/ 2/3 of area allowed on 1st Floor = 1989.9 sf

FAR 0.50
Allows 3300 sf
Footprint shown is 2-story house w/ 2/3 of area allowed on 1st Floor = 2211 sf

FAR 0.75
Allows 4,950 sf
Footprint shown is 2-story house w/ 2/3 of area allowed on 1st Floor = 3316.5 sf
Lot Coverage = Building Footprint (including garage) / Lot size = 6610 sf

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL
NT-3 Streetscape
Typical Lot 60' x 110"
Typical House 2-Stories
Average FAR 2008-2016 = 0.41
Average FAR 2016 = 0.52
Roof Peak at 24'

This House FAR 0.75
Max Floor Area Allowed = 4,950 sf
2-Story with 4,830 SF includes garage
1st Floor = 12' ceiling / 2nd Floor = 10' ceiling
Eave at 24' - Roof Peak at 36'

Analysis of Floor Area and Massing in NT-2 and NT-3 Districts St. Petersburg FL
Hello Again Liz:

Just a reminder our workshop is set for Thursday May 18th 3:00 - 4:30 PM. Conference is at the Bayfront Hilton.

Could we meet next week so I can discuss your presentation and bring you up-to-date on the rest of the program? Please give me a couple of dates. I won't take more than an hour of your time.

Also at the meeting this morning we mentioned a couple of rehabs in ONE that turned out quite well. They are:

- 425 21st Av NE - before & after
- 115 20th Av NE - before & after (taken last week and look at what is under construction next door)
- Opposite side of 115 20th Av NE - shows the blue one story - the Big box and 115 20th Av on far side.

Please let me know if you have trouble opening these.

I look forward to talking about the conference, hopefully next week.

John Peter Barie
Where we once enjoyed natural beauty we look up at massive walls of painted concrete. We protested as loud as we knew how only to be ignored by those in power who put more taxes as a priority over beauty. All of us old folks know that a builder will build when given space (regardless of size) and money. Most have no regard for whatever is actually better for the area. Look at the brand new homes still sitting on the market that resemble over-sized square boxes.

Bill Thomas
1351 Monterey Circle NE
St. Pete, 33704
727-515-4391
Liz,

Thanks for meeting with us today and taking into consideration our comments and suggestions for bonuses. Toward the end of the meeting I asked about the definition of FAR. You said that it would not be changed, but that garages are included in residential FAR and that you didn’t know how the city’s lawyer had taken care of it in the ordinance draft. Would you please let us know how that has been taken care of in the new draft because the document you showed me, I believe, was the same as the attached page 5 of the 3/10/17 Working Draft where in the left hand column under Maximum Residential Intensity (floor area ratio) it says *Excludes 500 s.f. of enclosed parking/storage.

Thank you,

Doug Gillespie

From: eprintcenter@hp.com [mailto:eprintcenter@hp.com]
Sent: Friday, April 28, 2017 5:08 PM
To: dgillespie@migarch.com
Subject: Scanned document from HP ePrint user

This email and attachment are sent on behalf of dgillespie@migarch.com.

If you do not want to receive this email in future, you may contact dgillespie@migarch.com directly or you may consult your email application for spam or junk email filtering options.

Regards,
HP Team
Dear Mayor, City Council and Ms. Abernethy:

Below are my thoughts and concerns about the Land Development Regulations as provided in your 15 April 2017 meeting:

--the number of teardowns has sky-rocketed in the past 2-3 years. A major part of this problem stems from real estate agents selling homes that could be rehabed/remodeled as teardowns. Because St. Petersburg has an ecclectic population some buyers may or may not know about rehabbing/remodeling a property. And as a result we have new construction with unattractive and boxy designs, too tall and no connection to our architecturally older neighborhoods. What can be done so the Board of Realtors educates and works with the city on options to teardowns.

--regarding the FAR suggestion of 0.4 with bonuses of up to 0.3...what is entailed in awarding the additional FAR and is this written in the permit, or how is this tracked? Does the city review a set of plans before permits for new construction are awarded? Perhaps another FAR needs to be in place (with no bonus points) regarding the height of the proposed property. If you drive around the Old Northeast you can easily point out new construction not only because of the inappropriate design but also the towering heights. How about making the maximum height equal to the highest home on the block. Each block would have separate valuations. Now the 35’ max applies to each new home being built and it is too tall ruining the feeling of our wonderful neighborhood.

--another wonderful and popular part of our neighborhood is the beautiful and varied species of trees and plantings we have. It truly is one of the reasons I bought my property in the Old Northeast. I understand when a tree is diseased and has to come down but I cannot understand giving a developer the freedom to remove all trees when the home could have been built keeping some of the original vegetation on the property. I have asked the demo people and they told me all trees had to be taken down because of the heavy equipment on the property. I am wondering if the permit to remove all vegetation is signed off at the permit counter or if an arborist visits the property with a set of plans and does an evaluation to determine on site which trees will stay and which will go. These trees would then be marked so the demo people will not harm them. This occurred to me the other morning as I was walking by the large new construction property at 17th and North Shore. It was evident many of the original beautiful trees were still in existence and yet this huge home had been built within the existing vegetation. In talking to the workmen on the property, I found out the owner of this new home is the person who owns Aspen Development and yet most of the Aspen homes being built in other locations have no trees saved. I find it very interesting his property,

Elizabeth Abernethy
indeed, had other rules for tree removal. Just last week the property at 335 16th Avenue Northeast was removed and Aspen was the developer. All the trees were removed and it was sold by an agent as a teardown although it was a rehab/remodel property candidate.

--when I moved here about eight years ago, there were no developers in our wonderful little environment; instead there were talented architects and contractors with design ideas pertinent to the area. Where are these talents now? It seems we just have developers who have little or no respect for our environment.

--I know these suggestions are to be related to residential properties but I cannot help asking why we need to continue to demolish and replace our commercial spaces with behemoth properties. Fourth and Central is already strained....what will happen when the arogant New York developer builds 42’ high in our wonderful small town. Traffic problems. Pedestrain problems. The loss of the casual and lovely atmosphere most of us call St. Petersburg. Why not put a moritorium on building for a period of time, let all the new construction find its footing, take the new property taxes and do retrofitting for sewers and other unseen necessary maintenance items...let’s take a rest, and see how these new changes affect our city for the better or for the worse.

Thank you for listening to my thoughts. I hope you will consider them.

Paula Albinson
305 16th Avenue Northeast
I would like to suggest that we add a provision to our code that states that if a Special Exception use ceases to operate for a period of time, that it cannot be re-established. I don't believe we have anything in our code, and I don't think that it is appropriate to vest the use in perpetuity. For example, if there were an approval that ceased operation, and the use went back to a Permitted use, to reestablish a special exception should require a new review and permit.

Here is an example of language from City of Tampa, from the non-conforming use section of the code:. We cover most of this in the modification section, but there is no language about the operation ceasing.

Sec. 27-294. - Special uses not to be considered nonconforming.

(a) Uses other than alcoholic beverage sales. Any existing use which would require a special use approval under the terms of this chapter shall be deemed a conforming use. However, any of the following changes to the use shall require a special use approval as though it were a new use:
(1) Enlargement of the existing structure by five (5) percent of the floor area or one hundred fifty (150) square feet, whichever is less; or
(2) If the use has ceased operation for one hundred eighty (180) consecutive days; or
(3) When there is a decrease or lessening of the existing buffering to adjacent uses; or
(4) When there is a change in use or new use added to the existing use or uses

Thoughts?
.30 Total Bonus Points

(2) Residential Floor Area Ratio Bonus

a. An FAR bonus of up to .30 shall be granted when structures incorporate design elements to reduce the appearance of mass and bulk from the public view. The following options may be utilized in any combination, provided that the maximum FAR bonus shall be 0.30:

1. One story, minimum six foot in depth, covered front porch with a separate roof structure with a minimum width of 75% of the front façade: .075 bonus
2. Additional second story front setbacks: .01 bonus for every 1 foot of additional setback 5' or greater of the entire façade, maximum .050
3. Additional second story side setbacks
4. Total residential floor area of the second story shall not exceed 75% of the base: 0.05 bonus
5. Height Reduction
   a. Reduced height of two story building beginning of the roof line at 23 feet and top of peak of the roof at 35 feet for a bonus of 0.025
   b. Reduced height of two story building beginning of the roof line at 22 feet and top of peak of the roof at 34 feet for a bonus of 0.050
   c. Reduced height of two story building beginning of the roof line at 21 feet and top of peak of the roof at 33 feet for a bonus of 0.075
6. Primary roof structure with an eave parallel to the front property line: bonus 0.025
7. Primary roof structure with an eave parallel to the front property line with dormer(s) at least 20% of the width of the front façade: bonus 0.025
8. Side façade articulation: side facades shall feature architectural offsets of at least one foot creating a bay system that divides the building design into at least one bay of a maximum ratio of 1:1. Bonus 0.025
9. Front façade articulation: front facades shall feature architectural offsets of at least one foot creating a bay system that divides the building into at least one bay of a maximum ratio of 1:1. Bonus 0.025

- modulation of facade by changing planes
Dear Elizabeth,

Thank you for your response. I have spent some time thinking about your meeting this Tuesday with the Pinellas Realtor Organization and also the tree permit issue.

--thoughts to share with the realtor group...

It is, I am sure, difficult for you to stand on our behalf when you may not have specifics to share in your meeting. I have two examples for you to use.

1. 335 16th Avenue Northeast was listed with Rutledge Realty. The agent was Donna Briody. Donna used to live on 17th and so knew many of the owners on 16th. When we would see her we would anxiously ask her what was happening on the sale of the property. Then the “sold” sign went up. The neighbor at 325 (Angie) asked her who bought it and with what intention. We were all nervous about a teardown but Donna said it was sold to a German couple who had no intention of a teardown. We were relieved. And then the truth became known that it was sold as a tear down by Nadine Appelt of Keller Williams. I called Jim, the acting broker in charge at Rutledge and had a long conversation with him about selling homes as tear downs. He really didn’t care about how a sale was made and told me that when a home had been on the market for 274 days it wasn’t in demand probably needed to be rebuilt into something more desirable. I did my homework and it seems 335 21st Ave NE was on for 339 days and 1800 North Shore was on for 424 days. And neither of them were sold as tear downs. So what constitutes a teardown? Is it the realtor? Interesting enough the new owner of 335 16 asked the realtor to show them a vacant lot where they could build....not to show them a teardown.

2. The home next to 335 (325) was also sold as a tear down. Angie bought this property and did not have an agent for herself so the agent on the sell side was also the agent for the buy side. Like me, Angie is a preservationist and said she wanted to keep the house and do some restoration. The agent kept telling her to tear it down but Angie did prevail and brought this property to a wonderful restoration with a new kitchen, updated baths, paint and refurbished back yard. This home has a live oak in the back yard which was situated in a way that a teardown was not possible. She had an arborist take a look at the tree which was in perfect shape. What would have happened if the agent sold this as a teardown and the tree could not be removed. Perhaps agents need to be educated on landscape permitting.

3. I am very aware of the difference between live oaks and laurel oaks. When I bought my home there were two beautiful laurel oaks in the back yard. At different times each had to be taken down as they were approaching 50 years and were becoming sick. I was so sad, I felt like I had lost a family member. My arborist/tree removal man said many people cry when a tree has to be taken down. My yard and Oak street is not the same and they are sorely missed. On the 335 property as well as the two properties further down 16th there were many trees that were very healthy and should have been saved. I cannot believe anyone from the city did a site visit along with the developer and a set of plans. Did the city tell the developer which trees stayed and which could be taken down? No, I think it was the opposite where the developer showed the plans at the counter and asked for a permit to remove the trees so this structure could be built. There was a wonderful
editorial written about the trees....it refers to Tampa but is applicable to our city. It is a well written article and explains the Forest Service findings that mature trees add 10% to a property’s value. The editorial is “Save Valuable Resources.” And so the demolition people destroyed every tree on the 335 property. They however did not get to the tree in the far back corner near the alley. And that is thanks to neighbors prohibiting any more tree removal. It is certainly a Live oak also and the beautiful branches spread over the property. Building has not begun so perhaps with this tree remaining it was “back to the design board”.

I would greatly appreciate if in your meeting this Tuesday with the realtors you might use (without names) these examples and ask the tough questions....what determines a home is a teardown and in what way are they entitled to determine a teardown? Perhaps this could be the starting point of a good conversation.

Ms. Albinson,

Thank you for your correspondence. 
Please find attached the latest working draft of the proposed code changes.

I will include your email with all other feedback I have received since we published the Public Participation Report. The proposed amendments are scheduled for the first public hearing for the proposed changes to our residential zoning regulations is scheduled for:

**Wednesday, June 7th at 2 PM**
**Council Chambers**
**175 5th Street North**

This hearing is before the Development Review Commission
We anticipate the hearing before City Council to be schedule in July

You can download materials regarding the pending changes from our webpage:

[www.stpete.org/LDR](http://www.stpete.org/LDR)

Please feel free to send me any additional comments on these documents at any time. 
I will be providing an addendum to the Public Participation Report with all information provided to me after January 10th. All materials received by May 26th will be included in the addendum.

Regarding your questions below,

1. I am presenting to the Pinellas Realtor Organization next Tuesday
2. See attached, page 6 for proposed bonus criteria

3. Removal of trees requires a permit, separate from a demo permit. We have specific criteria in code for when a tree can be removed. Our team arborist reviews each application in the field to determine if the tree meets the criteria. There were many Grand trees on the property at 17th and North Shore, and we worked closely with the builder to preserve a number of the grand trees that were in good condition. It may be helpful for you to know that the majority of trees removed in our City are laurel oaks, which are in poor condition. Laurel oaks typically live to 40-60 years (vs. Live Oaks 100-200 years), and the majority of the laurels oaks in the City were planted in the 1950’s-1960’s, and are at the end of their natural life span. Here is a link to the related code section:


4. Review of the commercial LDR’s will be handled as a separate effort.

Best Regards,
Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
727-892-5344 / Fax: 727-892-5557
Elizabeth.Abernethy@stpete.org

From: Paula Albinson <PaulaAlbinson.us>
Sent: Saturday, April 29, 2017 9:14:43 AM
To: Elizabeth Abernethy
Subject: FW: Land Development Regulations

I apologize for misspelling your name on the mailing address below. Paula

From: Paula Albinson [mailto:PaulaAlbinson.us]
Sent: Friday, April 28, 2017 12:59 PM
To: Mayor@stpete.org; council@stpete.org; 'Elizabeth.Abernathy@st.pete.org'
Subject: Land Development Regulations

Dear Mayor, City Council and Ms. Abernethy:

Below are my thoughts and concerns about the Land Development Regulations as provided in your 15 April 2017 meeting:

--the number of teardowns has sky-rocketed in the past 2-3 years. A major part of this problem stems from real estate agents selling homes that could be rehabed/remodeled as teardowns. Because St. Petersburg has an eclectic population some buyers may or may not know about rehabbing/remodeling a property. And as a result we have new construction with unattractive and boxy designs, too tall and no connection to our architecturally older neighborhoods. What can be done so the Board of Realtors educates and works with the city on options to teardowns.

--regarding the FAR suggestion of 0.4 with bonuses of up to 0.3...what is entailed in awarding the additional FAR and is this written in the permit, or how is this tracked. Does the city review a set of plans before permits for new construction are awarded? Perhaps another
FAR needs to be in place (with no bonus points) regarding the height of the proposed property. If you drive around the Old Northeast you can easily point out new construction not only because of the inappropriate design but also the towering heights. How about making the maximum height equal to the highest home on the block. Each block would have separate valuations. Now the 35’ max applies to each new home being built and it is too tall ruining the feeling of our wonderful neighborhood.

--another wonderful and popular part of our neighborhood is the beautiful and varied species of trees and plantings we have. It truly is one of the reasons I bought my property in the Old Northeast. I understand when a tree is diseased and has to come down but I cannot understand giving a developer the freedom to remove all trees when the home could have been built keeping some of the original vegetation on the property. I have asked the demo people and they told me all trees had to be taken down because of the heavy equipment on the property. I am wondering if the permit to remove all vegetation is signed off at the permit counter or if an arborist visits the property with a set of plans and does an evaluation to determine on site which trees will stay and which will go. These trees would then be marked so the demo people will not harm them. This occurred to me the other morning as I was walking by the large new construction property at 17th and North Shore. It was evident many of the original beautiful trees were still in existence and yet this huge home had been built within the existing vegetation. In talking to the workmen on the property, I found out the owner of this new home is the person who owns Aspen Development and yet most of the Aspen homes being built in other locations have no trees saved. I find it very interesting his property, indeed, had other rules for tree removal. Just last week the property at 335 16th Avenue Northeast was removed and Aspen was the developer. All the trees were removed and it was sold by an agent as a teardown although it was a rehab/remodel property candidate.

--when I moved here about eight years ago, there were no developers in our wonderful little environment; instead there were talented architects and contractors with design ideas pertinent to the area. Where are these talents now? It seems we just have developers who have little or no respect for our environment.

--I know these suggestions are to be related to residential properties but I cannot help asking why we need to continue to demolish and replace our commercial spaces with behemoth properties. Fourth and Central is already strained....what will happen when the arrogant New York developer builds 42’ high in our wonderful small town. Traffic problems. Pedestrain problems. The loss of the casual and lovely atmosphere most of us call St. Petersburg. Why not put a moritorium on building for a period of time, let all the new construction find its footing, take the new property taxes and do retrofitting for sewers and other unseen necessary maintenance items...let’s take a rest, and see how these new changes affect our city for the better or for the worse.

Thank you for listening to my thoughts. I hope you will consider them.

Paula Albinson
305 16th Avenue Northeast

Your Sunshine City
Hi Liz.

Our neighborhoods are sought after by developers/homewishers wishing to maximize the footprint of land.

However, we need to keep the quality of character in all our neighborhoods as both Nina Light (Allendale) and Scott Lehman (Crescent Lake area) have and are pursuing.

I live in Allendale and appreciate the rezoning thus far.

Let's not buckle to the lure of more tax availables with an increased density and Mcmansion mentality.

I agree with Scott and his recommendations to:

lower FAR to .4 for ALL NT2 neighborhoods and not have new construction out of character with the current homes.

also as Scott suggests increase staff, if needed, to handle the increased load associated with these changes.

Thank you for your work!

Peace, Ray Wunderlich III
Hello,

My husband and I recently purchased our first home in Historic Kenwood. As one of the younger more progressive families in our neighborhood we naturally welcome change. However, we too are concerned about the larger homes being built in our community. All change is not growth, as all movement is not forward.

We view the new construction as a clear threat to the character, the soul of our community – which makes Historic Kenwood such a great place to live. The modern design does not fit in our traditional neighborhood. Our bungalow homes are rich in character and history. Revive do not recreate or replace. There is plenty of opportunity to remodel homes to make them suitable for younger families, but these new homes do not fit.

We are asking that you to listen to us, the residents not developers, to better evaluate the impact this will have on our neighborhood. This is our home. There is always room for improvement and we ask that you consider our proposed solutions and recommendations from our neighborhood committee as you move forward with the amendments to the regulations.

Please remember the who you represent and stand for.

Thanks,
Michelene Everett & Dr. Farhan Malik

Michelene Everett, CMP
Corporate Event & Sponsorship Specialist

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meverett@bstglobal.com
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Council Chair Rice & Members of City Council:

The Neighborhood Review Committee studied the LDR revision for the past year, working with a number of neighborhood associations, CONA and City staff. We've attached our analysis and recommendations for your consideration.

Thanks for your service to the City,
Sharon Winters, on behalf of the Committee

cc: Mayor Kriseman, Dave Goodwin, Elizabeth Abernethy, Derek Kilborn
May 7, 2017

Council Chair Rice and Members of City Council
City of St. Petersburg
City Hall, 175 5th Street N
St. Petersburg, FL 33701

RE: Amendments to the Land Development Regulations

Dear Council Members:

The Neighborhood Review Committee studied the LDR revision for the past year, working with a number of neighborhood associations, CONA and City staff. We would like to provide additional information and analysis as you consider the direction you will take in amending the LDRs. We commend the approach staff has taken in this process and agree that the details of this approach be implemented in a way that is fair and reasonable to residents, neighborhoods, and the building and real estate communities. We believe compromise is vital so that all parties involved can prosper and our community benefit.

We share with Council and City staff the following overarching goals:
* the need for affordable, durable and sustainable housing;
* the need to provide a broader range of housing types and sizes; and
* the need to protect the character, authenticity and qualities that make St. Petersburg special and help draw new residents and business to the City.

Our recommendations, starting on page 2, are aligned with these goals.

CONTEXT:
St. Petersburg has always been a distinctive City. It has benefited from a number of city wide planning efforts beginning with John Nolen in the 1920’s, the Bartholomew Plan of the 1940’s, the Conceptual Plan of the 1970’s and the Vision 2020 Plan adopted by City Council in 2004.

The defining character of St. Petersburg was established through its initial and on-going development as a tourist destination, giving it a very different character than cities founded on transportation or manufacturing. Because of this, we have an impressive set of assets: a stellar parks system, wide boulevards, and spacious sidewalks. While a significant portion of the City was not built until after World War II, much of the area was platted and the street grid system were laid out between 1880 and the 1920’s. This design pattern differs significantly from most Florida cities that were developed under a suburban model with cul-de-sacs and gated communities. St. Petersburg’s development is distinctive and provides the backdrop for its resurgence as one of Florida’s premiere cities.

When St. Petersburg became a sleepy town following the 1926 land bust, City leaders stimulated development employing a deliberate strategy of attracting retirees and newlyweds after WWII. The emphasis was development of a significant number of two bedroom, one bath homes under 1000 square feet. This created the current challenge to the housing supply, as many people now prefer larger homes with more amenities.
MAJOR ISSUES AND NEIGHBORHOOD REVIEW COMMITTEE RECOMMENDATIONS:

AFFORDABLE HOUSING:
Affordable housing is difficult to accomplish exclusively through construction of new single-family homes. Modern building codes have created significant cost increases for new construction. Rehabilitation of existing homes partnered with neighborhood revitalization has proven a successful strategy to address single-family affordable housing needs. While affordable housing has been outside the scope of our LDR work, we agree with the CRA Advisory Board (January 10 meeting) in their strong desire to maintain qualitative standards and construct homes that will hold their value over the long term. We believe it would be shortsighted to simply make short-term concessions, downgrade design requirements, or introduce new housing types into existing neighborhoods without first considering the overall context and long-term perspective.

SIZE AND SCALE OF NEW CONSTRUCTION:
There is significant and growing concern among residents across the City about the size and scale of new construction; there is a desire to maintain the distinctive character of our neighborhoods. In response, City staff has taken the proactive approach of proposing Floor Area Ratios (FAR) as a tool to determine the floor area allowed in residential neighborhoods. This is an excellent way of addressing this issue and is widely used in cities across the country.

The base FAR is then supplemented by utilizing bonuses that allow for larger buildings while requiring better design, particularly to break up larger boxy style houses that appear out of scale with the surrounding context. St. Petersburg has adopted this approach downtown and it has led to a number of creatively designed buildings especially along Beach Drive; they protect the village scale along the sidewalk edge and place larger towers to the rear of the site.

Recommendations:

1. Establish a clear definition for residential FAR. We recommend the definition included in Appendix A. Keep it simple and utilize numbers that accommodate “gross square footage” that everyone can easily understand and calculate.

2. Use a base FAR in conjunction with bonus points for design enhancements. The base FAR is the starting point. To build a larger house without seeking variances, a combination of bonuses would be required. It is critical that this base number be set low (as it is downtown), so that once it is exceeded, more thoughtful design ideas are utilized to assist in breaking up the mass. If this number is set too high there is no incentive to include design elements needed to address neighborhood concerns. With a high base and minimal design points, the City would continue to see large boxy houses out of context with surrounding blocks; neighborhood concerns would not be addressed. [see Appendices B & C for illustrations]

Example: A typical building lot in the NT-2 zoning district is approximately 127 x 45 feet or 5715 square feet. The average home size in St. Petersburg is approximately 1700 square feet with a FAR of 0.3. The average home built in 2016 was about 2660 square feet representing a FAR of 0.44. A base FAR of 0.4, which we recommend, would allow a 2286 square foot home to be built before the need to utilize bonuses.
In contrast, a base FAR of 0.5 would allow a 2857.5 square foot home to be built before the need to utilize bonuses; thus the average home built in 2016 would not have required any design enhancements.

3. As a compromise, establish a lower base FAR, but allow a larger range for bonuses. The Neighborhood Review Committee proposes a base FAR of 0.4 and to allow bonuses of up to 0.3 to achieve a maximum FAR of 0.7. Under this scenario, on a typical 45 x 127 foot lot in a NT-2 district, one could build a 2286 square foot house without the need to utilize bonuses and up to a 4000 square foot home by utilizing bonuses. Larger houses could be built on NT-3 lots, which are typically larger.

In proposing a base FAR of 0.4, it is important to recognize that one size does not fit all. Some neighborhoods need to spur redevelopment while others are receiving avid interest from developers, making it difficult to protect the character of older, well-established neighborhoods. We also recognize that the desire to build larger homes on the waterfront creates pressure on adjoining neighborhoods.

PROTECTING CHARACTER:

Recommendations:

1. Exempt those neighborhoods that no longer need or benefit from redevelopment projects. Due to earlier multi-family zoning, some neighborhoods are in jeopardy of having grandfathered, converted single family houses demolished for multi-family housing which often does not fit in with the character and scale of the neighborhood. Many traditional neighborhoods no longer need this redevelopment incentive that is now detrimental rather than beneficial.

2. Prohibit roofs on docks on non-contiguous waterfront lots abutting designated scenic corridors. Adding roofs to docks impacts the view shed and visibility from public walkways and roads.

To summarize our recommendations:

- Develop a comprehensive strategy to address affordable housing, implemented in a way that does not compromise the character of our city but enhances it.
- Establish a clear definition for residential FAR.
- Use a base FAR in conjunction with bonus points for design enhancements.
- Establish a lower base FAR and allow a larger range for bonuses. The Neighborhood Review Committee proposes a base FAR of 0.4 and to allow bonuses of up to 0.3 to achieve a maximum FAR of 0.7.
- Exempt neighborhoods that no longer need or benefit from redevelopment projects.
- Prohibit dock roofs on non-contiguous waterfront lots abutting designated scenic corridors.
corridors.

Through these compromises and recommendations, it is the Committee's desire to create zoning districts that allow for larger homes while also maintaining and enhancing the distinctive character of the City. Members of the Committee look forward to discussing these recommendations with you in more detail.

Sincerely,

Neighborhood Review Committee
(contact: Sharon Winters swinters@tampabay.rr.com 727.954.6024)

Appendix A: definitions
Appendix B: photo examples
Appendix C: graphic comparing various FAR on typical NT-3 lot

Cc: Mayor Rick Kriseman
    Dave Goodwin
    Elizabeth Abernethy
    Derek Kilborn
Appendix A: DEFINITIONS

Floor Area Ratio - FAR – regulates the amount of gross floor area that can be built on any given lot. FAR is the ratio of gross floor area of all buildings on a lot divided by the lot size.

Gross Floor Area (as proposed by Liz Abernethy) -- the sum of the gross horizontal areas of all the floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including any portion of the building designed for parking or the movement of vehicles unless specifically required by the zoning district. For purposes of calculating the allowable FAR for residential districts, it will include the garage space.

Accessory structures include any structure that creates an impervious surface footprint. Examples include covered porches, garages, sheds, pool houses, pergolas, and lanais.

FAR = \[
\frac{\text{gross floor area of all buildings on a lot}}{\text{lot size}}
\]

Impervious Surface shall include the footprint of all principal buildings, the footprint of all accessory buildings, plus driveways, sidewalks, pools and pool decks. (Corresponds with definition in SECTION 16.90.020 of the current LDR.)
Appendix B: Examples of post-2007 construction

Euclid-St. Paul
GOOD example in NT-2 district: 1133 14th St. (2015 construction)
Neighborhood association comment: Domain Homes design; massing, design, porch and color fits well within the surrounding houses
7550 square foot lot; 2544 gross square footage residence excluding covered porch = .34 FAR
Historic Old Northeast
GOOD EXAMPLE in NT-3 district: 325 17th Ave. NE
Neighborhood association comment: Size, mass, and scale appropriate to block; nicely scaled fenestration, well-design details
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neighborhood comment: mass, scale & fenestration out of character for surrounding blocks
6600 square foot lot; 4236 gross square footage house = .64 FAR
Historic Kenwood

INAPPROPRIATE EXAMPLE in NT-2 district: 2214 2nd Ave. N

Examples of New Construction in Historic Kenwood

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<thead>
<tr>
<th>Description</th>
<th>Lack of Required Design Elements</th>
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<tr>
<td>Year Built</td>
<td>2015</td>
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<td>Lot Size (sq ft)</td>
<td>6350</td>
</tr>
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<td>Building Total (sq ft)</td>
<td>2506.00</td>
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<td>FAR</td>
<td>79%</td>
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Euclid-St. Paul

INAPPROPRIATE EXAMPLE in NT-2 district: 1090 19th Ave. N

Mass, scale and fenestration out of character with surrounding structures; long sidewall has minimal fenestration; slab on grade construction

5089 sq. ft. lot, 2697 gross sq. ft. house = .53 FAR
Elevated foundation
Design elements and materials typical of Craftsman Bungalows
Blends well with design and mass other homes on the block

Historic Kenwood
GOOD EXAMPLE in NT-2 district: 2635 4th Avenue N

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<td></td>
</tr>
</tbody>
</table>

| Year Built | 2013 |
| Lot Size (sq ft) | 8509 |
| Building Total (sq ft) | 3377 |
| FAR         | 0.40  |
Dear Ladies and Gentlemen:
I am concerned that the new proposed FAR ratio of .50 will have a deleterious effect on the City of St. Petersburg. As a former resident of South Tampa, I have seen how building massive homes have changed both the character and water drainage patterns of neighborhoods. In addition, I believe that using the gross FAR, rather than “living space FAR” would be preferable in determining what the city will use to determine the ration. Thanks in advance for your consideration.
Sincerely,
Sally Maier
Euclid/St. Paul’s
From: Sean Roney <sean@roneydesign.com>
Sent: Wednesday, May 10, 2017 4:16 PM
To: Elizabeth Abernethy
Subject: RE: St. Petersburg Residential LDR Update - Public Hearing Schedule

Proposed changes:

16.20.020.6 — FAR table  
- needs to exclude all floor area below base flood elevation and/or 2ft free board, as well as, garages since these are non-habitable spaces.  
- Also, does not specify whether it includes porches, patios, balconies, etc. these should be excluded also since they are exterior floor areas and non-habitable.  
- or it should read, “only includes living space floor area”

16.60.050.2  
- I think open porch and patios should have a section 12” to 30” above grade in addition to up to 12” above grade just like decks and patios uncovered.  
- also, there has been a lot of confusion. Is open porch also a covered porch? There should be some clarity on covered and uncovered when it comes to porches.

I always run into problems with rear setback encroachments in flood zone homes for new construction where the 1st living level is elevated and we want to add a rear patio level with the elevated living level, but we have to meet the rear primary setback because it is considered an elevated covered porch not patio. Which in hindsight it is a patio, but it is elevated above base flood. I am actually working with Gary on a similar project for a new home we just submitted and got rejected because of this.

Application #17-04001525

Is there a way you can look into this and give me your thoughts. I interpreted the code to be an covered patio. From what Gary is saying, we have to put the floor of the patio at grade. This doesn’t really make sense since the roof covering will remain the same. I am trying to avoid having to step down 4-5 steps out of the door down to grade. If we have to drop the floor, I am going to go 8ft from property line instead of 10ft. In my mind that will be even more of an encroachment for the roof. I will be more than glad to come in and talk this through in person so that I can get a better understanding. Just let me know. I appreciate all your help. Thank you Liz.

Sincerely,

Sean T. Roney, CPBD, AIBD
Managing Partner

sean@roneydesign.com
www.roneydesign.com
I think it would be great if staff could recommend adding it back. I don’t think the garage exemption is hard to understand for anyone who would be designing the homes (and responsible for communicating details with their client about what can and can’t be done on a given lot) such as architects, engineers and home builders. I am afraid of the unintended consequences of not having a garage exemption. It incentives people to build carports which I don’t think anyone wants to promote from a design aesthetics standpoint.

Also, a .05 increase in bonus FAR does not provide a one for one replacement of the Square footage that is lost when you remove the garage exemption, nor is it guaranteed that a given house design will be able to qualify for the increase since it is a bonus and not added to the base FAR. Speaking in a vacuum about this specific item I would suggest either increasing the base FAR by .1 or adding back the exemption.

I still think that the FAR concept is more appropriately addressed through the rezoning process as opposed to the LDR update. It is such a major change to the restrictions of land owner rights that I think the notice process that is required in the rezoning method is much appropriate so that the general public understands their loss of rights.

Martin Frame  
David Weekley Homes  
Land Acquisitions Manager - Tampa & Sarasota/Bradenton  
6567 Gunn Highway, Tampa, FL 33625  
Office 813-422-6122  
Cell 941-840-3740

That was the direction we were given from City council at the last committee meeting. They found the 500 s.f. exemption for the garage to be confusing... They increased the allowable bonus from 0.15 to .020 in compensation for the elimination of the garage exemption.

I’m amenable to recommending it be added back...

Thanks!  
--Liz
Why an exemption for finished space below design elevation and not the 500 sq ft exemption for garage that was previously recommended?

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, May 12, 2017 11:03 AM
To: Frame, Martin <MFrame@dwhomes.com>
Subject: RE: LDR Updates

Correct
See attached latest analysis
Staff is recommending the 0.50 FAR with 0.20 bonus
We added an exemption for all finished space below the minimum design elevation, for those within a flood zone

Thanks!
--Liz

From: Frame, Martin [mailto:MFrame@dwhomes.com]
Sent: Friday, May 12, 2017 10:59 AM
To: Elizabeth Abernethy
Subject: RE: LDR Updates

So that does include garage but not carport?

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, May 12, 2017 10:57 AM
To: Frame, Martin <MFrame@dwhomes.com>
Subject: RE: LDR Updates

Enclosed space, conditioned and unconditioned

Does not include covered porches, patios etc.

Thanks!
--Liz

From: Frame, Martin [mailto:MFrame@dwhomes.com]
Sent: Friday, May 12, 2017 10:28 AM
To: Elizabeth Abernethy
Subject: RE: LDR Updates

Thank you. Quick Question, how do you define 2016 Average Gross Floor Area of New Homes?

From: Elizabeth Abernethy [mailto:Elizabeth.Abernethy@stpete.org]
Sent: Friday, May 12, 2017 10:22 AM
To: Frame, Martin <MFrame@dwhomes.com>
Subject: RE: LDR Updates

I should have something to send out to everyone next week
We are working with legal on the formal ordinance version
Thanks!
--Liz

From: Frame, Martin [mailto:MFrame@dwhomes.com]
Sent: Friday, May 12, 2017 9:49 AM
To: Elizabeth Abernethy
Subject: LDR Updates

Liz,

Can you please let me know what the current set of LDR changes you are recommending are?

Martin Frame
David Weekley Homes
Land Acquisitions Manager - Tampa & Sarasota/Bradenton
6567 Gunn Highway, Tampa, FL 33625

Office 813-422-6122
Cell 941-840-3740

Your Sunshine City
May 20, 2017

Chair Griner and members of the Development Review Commission
City of St. Petersburg
City Hall, 175 5th Street N
St. Petersburg, FL 33701

RE: Amendments to the Land Development Regulations

Dear Commission Members:

The Neighborhood Review Committee studied the LDR revision for the past year, working with a number of neighborhood associations, CONA and City staff. We would like to provide additional information and analysis as you consider the direction you will take in amending the LDRs. We commend the approach staff has taken in this process and agree that the details of this approach be implemented in a way that is fair and reasonable to residents, neighborhoods, and the building and real estate communities. We believe compromise is vital so that all parties involved can prosper and our community benefit.

We share with Council and City staff the following overarching goals:
* the need for affordable, durable and sustainable housing;
* the need to provide a broader range of housing types and sizes; and
* the need to protect the character, authenticity and qualities that make St. Petersburg special and help draw new residents and business to the City.

Our recommendations, starting on page 2, are aligned with these goals.

CONTEXT:
St. Petersburg has always been a distinctive City. It has benefited from a number of city wide planning efforts beginning with John Nolen in the 1920's, the Bartholomew Plan of the 1940's, the Conceptual Plan of the 1970's and the Vision 2020 Plan adopted by City Council in 2004.

The defining character of St. Petersburg was established through its initial and on-going development as a tourist destination, giving it a very different character than cities founded on transportation or manufacturing. Because of this, we have an impressive set of assets: a stellar parks system, wide boulevards, and spacious sidewalks. While a significant portion of the City was not built until after World War II, much of the area was platted and the street grid system were laid out between 1880 and the 1920's. This design pattern differs significantly from most Florida cities that were developed under a suburban model with cul-de-sacs and gated communities. St. Petersburg's development is distinctive and provides the backdrop for its resurgence as one of Florida's premiere cities.

When St. Petersburg became a sleepy town following the 1926 land bust, City leaders stimulated development employing a deliberate strategy of attracting retirees and newlyweds after WWII. The emphasis was development of a significant number of two bedroom, one bath homes under 1000 square feet. This created the current challenge to the housing supply, as many people now prefer larger homes with more amenities.
MAJOR ISSUES AND NEIGHBORHOOD REVIEW COMMITTEE RECOMMENDATIONS:

AFFORDABLE HOUSING:
Affordable housing is difficult to accomplish exclusively through construction of new single-family homes. Modern building codes have created significant cost increases for new construction. Rehabilitation of existing homes partnered with neighborhood revitalization has proven a successful strategy to address single-family affordable housing needs. While affordable housing has been outside the scope of our LDR work, we agree with the CRA Advisory Board (January 10 meeting) in their strong desire to maintain qualitative standards and construct homes that will hold their value over the long term. We believe it would be shortsighted to simply make short-term concessions, downgrade design requirements, or introduce new housing types into existing neighborhoods without first considering the overall context and long-term perspective.

SIZE AND SCALE OF NEW CONSTRUCTION:
There is significant and growing concern among residents across the City about the size and scale of new construction; there is a desire to maintain the distinctive character of our neighborhoods. In response, City staff has taken the proactive approach of proposing Floor Area Ratios (FAR) as a tool to determine the floor area allowed in residential neighborhoods. This is an excellent way of addressing this issue and is widely used in cities across the country.

The base FAR is then supplemented by utilizing bonuses that allow for larger buildings while requiring better design, particularly to break up larger boxy style houses that appear out of scale with the surrounding context. St. Petersburg has adopted this approach downtown and it has led to a number of creatively designed buildings especially along Beach Drive; they protect the village scale along the sidewalk edge and place larger towers to the rear of the site.

Recommendations:
1. Establish a clear definition for residential FAR. We recommend the definition included in Appendix A. Keep it simple and utilize numbers that accommodate “gross square footage” that everyone can easily understand and calculate.

2. Use a base FAR in conjunction with bonus points for design enhancements. The base FAR is the starting point. To build a larger house without seeking variances, a combination of bonuses would be required. It is critical that this base number be set low (as it is downtown), so that once it is exceeded, more thoughtful design ideas are utilized to assist in breaking up the mass. If this number is set too high there is no incentive to include design elements needed to address neighborhood concerns. With a high base and minimal design points, the City would continue to see large boxy houses out of context with surrounding blocks; neighborhood concerns would not be addressed. [see Appendices B & C for illustrations]

Example: A typical building lot in the NT-2 zoning district is approximately 127 x 45 feet or 5715 square feet. The average home size in St. Petersburg is approximately 1700 square feet with a FAR of 0.3. The average home built in 2016 was about 2660 square feet representing a FAR of 0.44.
A base FAR of 0.4, which we recommend, would allow a 2286 square foot home to be built before the need to utilize bonuses.
In contrast, a base FAR of 0.5 would allow a 2857.5 square foot home to be built before the need to utilize bonuses; thus the average home built in 2016 would not have required any design enhancements.

3. As a compromise, establish a lower base FAR, but allow a larger range for bonuses. The Neighborhood Review Committee proposes a base FAR of 0.4 and to allow bonuses of up to 0.3 to achieve a maximum FAR of 0.7. Under this scenario, on a typical 45 x 127 foot lot in a NT-2 district, one could build a 2286 square foot house without the need to utilize bonuses and up to a 4000 square foot home by utilizing bonuses. Larger houses could be built on NT-3 lots, which are typically larger.

In proposing a base FAR of 0.4, it is important to recognize that one size does not fit all. Some neighborhoods need to spur redevelopment while others are receiving avid interest from developers, making it difficult to protect the character of older, well-established neighborhoods. We also recognize that the desire to build larger homes on the waterfront creates pressure on adjoining neighborhoods.

PROTECTING CHARACTER:

Recommendations:

1. Exempt those neighborhoods that no longer need or benefit from redevelopment projects. Due to earlier multi-family zoning, some neighborhoods are in jeopardy of having grandfathered, converted single family houses demolished for multi-family housing which often does not fit in with the character and scale of the neighborhood. Many traditional neighborhoods no longer need this redevelopment incentive that is now detrimental rather than beneficial.

2. Prohibit roofs on docks on non-contiguous waterfront lots abutting designated scenic corridors. Adding roofs to docks impacts the view shed and visibility from public walkways and roads.

To summarize our recommendations:

- Develop a comprehensive strategy to address affordable housing, implemented in a way that does not compromise the character of our city but enhances it.
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corridors.

Through these compromises and recommendations, it is the Committee’s desire to create zoning districts that allow for larger homes while also maintaining and enhancing the distinctive character of the City. Members of the Committee look forward to discussing these recommendations with you in more detail.

Sincerely,

Neighborhood Review Committee
(contact: Robin Reed RLReed@tampabay.rr.com 727.825.0480)

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Appendix B: photo examples
Appendix C: graphic comparing various FAR on typical NT-3 lot

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    Elizabeth Abernethy
    Derek Kilborn
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</tr>
<tr>
<td>Slab on Grade/No Elevation</td>
<td></td>
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<td>Year Built</td>
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<td>Lot Size (sq ft)</td>
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Dear City Officials,

I was sent a copy of the Neighborhood Review Committee's letter on the city's LDR revision plans and asked to add my comments.

As a resident of the Allendale Terrace neighborhood who has worked with your offices in updating city policy on neighborhood issues, I understand your need to expand opportunities for homeownership. And I support them. I just want to expand you vision to include another concern for the city: water. Specifically, inundation of water treatment facilities with storm-water runoff.

As now empty lots give way to new houses, and as large houses on large lots are torn down and replaced by several smaller houses built close together, the amount of open ground that once absorbed rain and allowed that water to percolate down into aquifers is reduced. The result is more storm water running down roofs, out onto the streets, down city storm drains, and into our overburdened water treatment centers.

Please keep this increased runoff as a part of your development visions. Nobody wants to see the bright, new houses ruined by street flooding and sewer line back-ups because the city's sewerage cannot handle storm water runoff effectively.

Historically, cities laid one system of sewer pipes to collect water discharges from household, business, industry, and storms. As urban populations have grown, cities like St. Petersburg are challenged to handle all this water in their aging systems. Lines that once could handle daily effluent and occasional storm water deluges just can't handle today's volume and meet today's water quality standards.

Please don't complicate your struggle to handle water quality concerns and housing quality concerns by reducing the one free solution to your water woes: natural infiltration of water through open space.

Sincerely,
Kate Finberg
4114 11th Street North
St. Petersburg, FL
Ms. Elizabeth Abernethy, AICP  
Zoning Official, Development Review Services Manager  
Planning & Economic Development Department  
P.O. Box 2842  
St. Petersburg, Florida 33731

RE: Proposed Changes to City Code Non-contiguous water lots.

Dear Elizabeth,

Thank you for your call. We spoke about the two proposed code changes that may affect our property. The gates and fences in front of docks.

Under Proposed Gate Design Standards for Non-contiguous Water Lot Docks: we would (add) allowable material to include, wood, and (delete) but not replaced in regards to wood gates. We would like to use like kind materials.

For Proposed Ban on Dock Roofs and Canopies for Non-contiguous Water lots: we would (correct) these existing structures could be repaired or replaced.

Investing in our most precious resource
Areas of Concern are:
The Proposed ban on dock roof or canopy structures over a boat slip for non-contiguous water lots is singling our neighborhood out with prejudice.

By proposing the new ordinance, the City exposes itself to devaluing the property of our homes. Our neighborhood homeowners went to great lengths to obtain the proper permits and the expense to design and construct the docks and roof canopies. To take away our rights to repair or rebuild the canopies is applying prejudice to our neighborhood because **concerns have been expressed about these structures impeding public views along the adjacent roadways**.

**Are the concrete canopies and chain linked gates at the City Marina impeding public view along the adjacent roadways?**

If my roof on my home needed repair or blew off during a storm I would have the right to repair or replace it. The City of St. Petersburg is singling out with prejudice the property owners that have non-contiguous water lots.

You state concerns have been expressed about these structures impeding public views along the adjacent roadways. These are private lots, on a neighborhood street. Our property is not a public park.

Taking away our right to repair or replace our docks with attached roof canopies is abridging our rights as property owners. Just because some small group of individuals are concerned about impeding public views along the adjacent roadway.

Our docks are an attractive nuisance we have had numinous burglaries and people attempting to use our docks. This can all be documented by the Police Department. The gates protect our property from theft and liability.

Boat houses / roofs & gates are part of the history of Florida’s aesthetics that have been in place all throughout Florida.
We believe the city of St. Petersburg has jurisdiction in terms of design and construction of docs and roofs. However, in terms of permission to use state lands to construct the dock would come under the jurisdiction of Pinellas County in the state of Florida. Thus, the city of St. Petersburg prohibiting roofs being replaced or prohibited in the future, is outside their jurisdiction. Those restrictions would come under the jurisdiction of Pinellas County as well as the state of Florida.

Thank you,

Allen Conner
Sunset Neighborhood Association
President
March 30, 2017

Dear Property Owner:

You are receiving this letter because you own a water lot adjacent to Coffee Pot Boulevard, Brightwaters Boulevard, Sunrise Drive SE, or Sunset Drive N. or S., across the street from residential homes. These lots are known as “non-contiguous” water lots in the City of St. Petersburg Land Development Code.

We are reaching out to all owners of these non-contiguous water lots to inform you of two proposed code changes that may affect your property. The first change relates to gates and fences in front of docks. The current code does not provide design standards for non-contiguous water lots. Staff surveyed all of the lots to determine the average height, width, and materials. Staff is proposing the following standards for all new gates/fences moving forward:

**Proposed Gate Design Standards for Non-contiguous Water Lot Docks:**

- Allowable materials include decorative wrought iron, aluminum, masonry, concrete, stone, vinyl, or composite manufactured specifically as fencing materials
- Wood would no longer be allowed. Existing wood fences and gates may be repaired, but not replaced
- Fences/Gates must be 75% transparent, which means a maximum opacity of 25%, excluding vertical support posts. In other words, no more than 25% can be solid

**Dimension Standards:**

For the gate across the dock:
- Maximum gate height of 6-feet
- Maximum arch height of 7.5-feet

For the fence projecting beyond the sides of the dock:
- Maximum fence height 5-feet
- Maximum fence width 3-feet

*Please note that existing gates/fences are allowed to remain; however, if you replace your dock, the gate will need to meet the proposed requirements.*
Proposed Ban on Dock Roofs and Canopies for Non-contiguous Water Lots:
The second proposed change relates to roof or canopy structures over a boat slip on a non-contiguous water lot. Current code allows roof or canopy structures as long as the lot has a minimum of 50-feet of water frontage. Concerns have been expressed about these structures impeding public views along the adjacent roadways. The proposed change would no longer allow construction of these roof or canopy structures on non-contiguous water lots. Any existing structures can remain, and these existing structures could be repaired, but not replaced.

These changes are part of a larger package of proposed amendments to our residential development standards. The first public hearing is scheduled on Wednesday, May 3rd, at 2:00 p.m., before the Development Review Commission in the City Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida. The second public hearing before City Council is tentatively scheduled for Thursday, June 15th, at 3:30 p.m., in the same location.

City staff is available to answer any questions you might have regarding these proposed changes. If you would like to provide feedback to staff or to City Council, you can email us at DevRevwStPete.org or call us at 727-892-5498.

Sincerely,

Elizabeth Abernethy, AICP
Zoning Official, Development Review Services Manager
Planning & Economic Development Department
To the Mayor, Members of St Petersburg Council and Elizabeth Abernathy,

We live in Historic Kenwood, a neighborhood nationally known for its concentration of one-story bungalows built in the 1920s. Most of the other homes in the neighborhood are also one-story and built over 50 years ago. However, over the past 5 years, about 20 large homes have been built in the neighborhood that do not fit in. They are too too big, bulky and boxy. Fortunately, most of them are on the perimeters of the neighborhood.

Nonetheless, if many more of the large cookie-cutter homes are built in Kenwood, the integrity and character of the neighborhood that neighbors worked so hard to create 30 years ago will be damaged. When many of the homes were not well maintained and crime was rampant in the 1990s, they invested their time, energy and money in restoring the neighborhood.

Although Historic Kenwood is listed in the Federal Historic Register, it is not protected from the demolition of its older homes and new construction of inappropriate homes. St Petersburg’s Historic and Archaeological Preservation Overlay Ordinance provides more protection for historic neighborhoods; however, it is virtually impossible for larger neighborhoods to utilize the ordinance. This is because the ordinance requires that 50% plus one of all properties in a neighborhood approve an application to begin the process to seek historic designation.

The threshold is practically unreachable due to a large number of rental properties and absentee or part time owners in Historic Kenwood. In 2006, when the Old Northeast Neighborhood voted on initiating the local historic designation process, the 50% plus one threshold was not achieved, because 48% of the property owners did not vote, so their votes were counted as "no"s. More recently, when 47% of its property owners did not vote, Historic Kenwood failed to achieve a similar threshold to apply for Artist Enclave designation. Ironically, both votes would have succeeded if non-voters were excluded from the equation.

The Land Development Regulations proposed by the City’s Development Review Services Office attempt to provide some protection to traditional neighborhoods. However, the proposed 50 percent FAR and the decrease in the amount of fenestration on each side of the home, will still permit large, bulky and boxy homes to be built in our neighborhood. The FAR should be 40%, and the fenestration requirements should be increased. The FAR bonus for structures which incorporate design elements to reduce the appearance of mass and bulk is a great idea!

Precedent for more restrictive requirements would be in the former Design Review criteria contained in the Neighborhood Design Review Ordinance. Around 10 years ago, some of those design elements from the Neighborhood Design Review Ordinance were integrated into the Land Development regulations, but many of the stronger preservation requirements were discarded.

Your attention and consideration to these issues is greatly appreciated. I believe I can say that any changes you make to the proposal to require that new construction in our neighborhood be compatible with the scale and mass of existing structures would be applauded by my neighbors.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR THE AMENDMENT OF THE ST. PETERSBURG CITY CODE AND DEVELOPMENT REGULATIONS; AMENDING THE MAXIMUM DEVELOPMENT POTENTIAL BY ESTABLISHING FAR LIMITATIONS AND Bonuses IN NT AND NS DISTRICTS; AMENDING SETBACK REQUIREMENTS, BUILDING AND SITE DESIGN REQUIREMENTS AND ACCESSORY STRUCTURE REQUIREMENTS IN NT AND NS DISTRICTS; PROVIDING ADDITIONAL REQUIREMENTS FOR WATERFRONT YARDS, PARKING, AND DRIVEWAYS; AMENDING REGULATIONS RELATING TO ACCESSORY DWELLING UNITS AND LIVING SPACES; AMENDING REGULATIONS RELATING TO ACCESSORY STORAGE STRUCTURES ON THROUGH LOTS, ANCILLARY EQUIPMENT, AND ROOF OR CANOPY STRUCTURES ON DOCKS; AMENDING THE METHOD THAT BUILDING HEIGHT IS MEASURED IN SPECIAL FLOOD HAZARD AREAS; REVISING NONCONFORMING LOTS REQUIREMENTS; AMENDING THE ALLOWABLE ENCROACHMENT INTO SETBACKS REQUIREMENTS FOR ARBORS, PATIOS, SCREEN ENCLOSURES, GARAGES, AND SHEDS; AMENDING REQUIREMENTS FOR THE REINSTATEMENT OF ABANDONED USES AND REDEVELOPMENT OF GRANDFATHERED USES; PROVIDING FOR DEFINITIONS; REVISING EXISTING GRAPHICS AND ADDING NEW GRAPHICS; MAKING INTERNAL LANGUAGE, TABLES AND CHARTS CONSISTENT; CODIFYING INTERPRETATIVE LANGUAGE AND CLARIFICATIONS; CORRECTING TYPOGRAPHICAL, GRAMMATICAL AND SCRIVENERS ERRORS; REMOVING OBSOLETE LANGUAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 16.20.010.5 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.5 - Maximum development potential.

Development potential is different within each district in order to respect the character of the neighborhoods.

Previous regulations required larger lots and did not permit accessory dwelling units. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

To maintain community character and provide for desirable redevelopment and infill housing, homes shall be built using FARs as set forth herein. Various design standards may be used to increase the FAR and maintain the compatibility of new and modified homes with the existing neighborhood character. Therefore a maximum FAR is established and FAR bonuses may be permitted if the home incorporates design elements as set forth herein which are intended to be beneficial to the character of the neighborhood and reduce the appearance of mass and bulk from the public view.

Minimum Lot Size, Maximum Density and Maximum Intensity

<table>
<thead>
<tr>
<th></th>
<th>NT-1</th>
<th>NT-2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>45 ft.</td>
<td>50 ft.</td>
<td>60 ft.</td>
<td>45 ft.</td>
</tr>
</tbody>
</table>
SECTION 2. Section 16.20.010.6 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.010.6. - Building envelope: Maximum height and minimum setbacks.

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Beginning of Roofline</th>
<th>Top of Roof Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary building</td>
<td>24 ft. FROM GRADE OR 10' ABOVE GRADE</td>
<td>36 ft. 11'</td>
</tr>
<tr>
<td>Accessory building</td>
<td>20 ft.</td>
<td>30 ft. 11'</td>
</tr>
</tbody>
</table>

Refer to technical standards regarding measurement of building height and height enforcements.

* IF REQUIRED TO ELEVATE 16" ABOVE GRADE, MAYBE CONSIDER 1 BUILDING HEIGHT MEASUREMENTS TO START AT 10" ABOVE GRADE. COMPARING TO FLOOD ZONE HOMES THAT HAVE TO BE ELEVATED ABOVE F.F.E. D.P.E.
### Minimum Building Setbacks

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>NT-1 and 2</th>
<th>NT-3</th>
<th>NT-4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Front yard</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stoop</td>
<td>15 ft. or M</td>
<td>15 ft. or M</td>
<td>15 ft. or M</td>
</tr>
<tr>
<td>Open Porch</td>
<td>18 ft. or M</td>
<td>18 ft. or M</td>
<td>18 ft. or M</td>
</tr>
<tr>
<td>Building</td>
<td>25 ft. or M</td>
<td>25 ft. or M</td>
<td>25 ft. or M</td>
</tr>
<tr>
<td><strong>Interior side yard</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For lots greater than 60 ft. in width</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
<td>6 ft. or M</td>
</tr>
<tr>
<td>For lots equal to or less than 60 ft. in width</td>
<td>10 percent of lot width</td>
<td>10 percent of lot width</td>
<td>10 percent of lot width</td>
</tr>
<tr>
<td><strong>Street side yard</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For alleys equal to or greater than 16 ft. in width</td>
<td>12 ft. or M</td>
<td>12 ft. or M</td>
<td>12 ft. or M</td>
</tr>
<tr>
<td>For alleys less than 16 ft. in width</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
</tr>
<tr>
<td><strong>Rear yard, with alley</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For alleys equal to or greater than 16 ft. in width</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
</tr>
<tr>
<td>For alleys less than 16 ft. in width</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
<td>10 ft. or 22 ft.</td>
</tr>
<tr>
<td><strong>Rear yard, no alley</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
<td>10 ft. or M</td>
</tr>
<tr>
<td><strong>Waterfront yard</strong></td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

**Notes:**

1. Open porches are limited to a one story covered porch with or without a second story uncovered porch; two story covered porches shall meet the principal structure setback.
2. For properties less than 50 feet in width, the minimum side yard building setback shall be 5 feet.

**Minor Encroachment (M):** Minor encroachments into normally prescribed setbacks may be allowed in order to accommodate an addition to align with the side of the existing structure, provided:

- The total floor area of the encroaching portion of an addition shall not exceed 50 square feet; and
- No portion of the encroachment shall exceed 24 feet in height.

In no case shall any encroaching structure be closer to a property line than four feet. Refer to technical standards for yard types and setback encroachments. Enclosing porches in the front yard setback is regulated by the general development standards. The larger of the minimum building separation distances required by the Florida Building Code or the fire prevention code or the minimum building setback established for the interior side yard setback shall apply; building setbacks are based on the overall height of the various sections of a proposed building. As the building height increases, so does the minimum required setback.
on all sides visible from rights-of-way. Full architectural treatment shall include roof design, wall materials, architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout. Windows on the street side facades shall be evenly distributed in a consistent pattern, unless a different proportion is permitted or required by an identifiable architectural style.

4. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.

5. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill. Trim is not required if not consistent with the architectural style, i.e. Modern or Mediterranean Revival.

6. Where the required design elevation is equal to or greater than 48" above finished grade, an articulated base is required to delineate the first floor level. The base may consist of a different material or decorative band, depending on the architectural style.

Transparency. The provision of transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety.

1. Windows on the street side facades shall be evenly distributed in a consistent pattern.
2. Window sashes and glass shall be square or vertical, unless a different proportion is permitted or required by an identifiable architectural style.
3. Windows shall not be flush mounted. Windows recessed less than three inches shall feature architectural trim including a header, sill and side trim or decorative shutters. Windows recessed three inches or more shall feature a window sill.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Garages. Garage standards maintain and enhance the attractiveness of the streetscape and are influenced by a hierarchy of transportation, which begins with the pedestrian.

1. Garage doors facing the primary street:
   a. Shall be located at least ten feet behind the front facade line of the principal structure. In the NT-1, NT-2 and NT-4 districts, that distance shall be measured from the front of the front porch, if any.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure and shall have decorative garage doors.

2. Garage doors facing a non-primary side street, where adjoining side yard abuts another property’s front yard:
   a. Shall be one or two single bay garage doors. Double garage bay doors are prohibited.
   b. Shall not exceed 40 percent of the linear frontage of the facade of the principal structure.
   c. Shall be decorative garage doors.

3. Where garages which project past the front facade of the principal structure and have garage doors that face the primary street, the garage entry shall feature at least one of the following enhancements: decorative garage doors, an arbor system surrounding the garage doors, a projecting balcony, cupola or other decorative element above the garage to lessen the impact of the vehicular orientation of the house. The decorative feature proposed by the applicant shall be compatible with the principal structure and must be approved by the POD. This decision may only be appealed by the property owner.

Building materials. Building material standards protect neighboring properties by holding the building's value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.
The entire eave of the roof structure of the front façade is parallel to the front property line and the roof has dormer(s) which are equal to at least 20% of the width of the front façade: bonus 0.04.

b. Side façade articulation: side façades which feature offsets of at least one foot that divide the building design; 0.02 bonus per side, maximum 0.04. Side façade articulation: side façades which feature offsets of at least one foot that divide the building design; 0.02 bonus per side, maximum 0.04.

Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface. For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently Section 16.50.700).

SECTION 7. Section 16.20.020.7 of the St. Petersburg City Code is hereby amended to read as follows:

16.20.020.7 - Building envelope: Maximum height and minimum setbacks.

### Maximum Building Height (All NS Districts)

<table>
<thead>
<tr>
<th>Building Height</th>
<th>Beginning of Roofline</th>
<th>Top of Roof Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary building</td>
<td>24 ft. FROM EXIST GRAGE OR D.F.E.</td>
<td>36 ft.</td>
</tr>
<tr>
<td>Accessory building</td>
<td>20 ft.</td>
<td>30 ft.</td>
</tr>
</tbody>
</table>

Refer to technical standards regarding measurement of building height.

### Maximum Building Height, Minimum Building Setbacks

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>NS-I</th>
<th>NS-2</th>
<th>NS-E</th>
</tr>
</thead>
<tbody>
<tr>
<td>If building height is up to 24 ft.</td>
<td>If building height is up to 24 ft.</td>
<td>If building height is up to 24 ft.</td>
<td></td>
</tr>
<tr>
<td>If building height is over 24 ft.</td>
<td>If building height is over 24 ft.</td>
<td>If building height is over 24 ft.</td>
<td></td>
</tr>
<tr>
<td>Stoop</td>
<td>17 ft. or M</td>
<td>35 ft.</td>
<td>22 ft. or M</td>
</tr>
<tr>
<td>Open Porch</td>
<td>20 ft. or M</td>
<td>35 ft.</td>
<td>25 ft. or M</td>
</tr>
</tbody>
</table>

CLARIFY SINCE MAX. BUILDING IS 24 FT. OVER 24' UP TO 36'
6. **Dimensions.** Parking spaces shall be located completely on private property to prevent vehicles from overhanging into and obstructing the public right-of-way.

a. **Standard driveway.** Driveways shall measure no less than 10 feet in width and no more than 20 feet in width, no more than 20 feet as the driveway crosses the property line and no more than 26 feet at the curb, which includes a three-foot by seven-foot triangular flare. The required minimum length for the portion of the driveway on the private property is 19 feet, measured from the property line.

b. **Circular driveway.** The circular portion of a driveway shall measure no less than ten feet in width and no more than 14 feet in width, no more than 14 feet as the driveway crosses the property line and no more than 20 feet at the curb, which includes a three-foot by seven-foot triangular flare. Circular driveways are not allowed on lots less than 60 feet wide.

Circular Driveway
**QUESTION - ARE THESE THE ONLY ENCREACHMENTS BEING ALLOWED?** EXISTING CODE HAS MORE LISTED. ARE THOSE LISTED BELOW THE ONLY CATEGORIES BEING CHANGED?
- Pools, A/C Equipment, Front Loading Garages, Carpports, etc.

<table>
<thead>
<tr>
<th>Structure/Improvement</th>
<th>F=Front S=Side SS=Street side R=Rear W=Waterfront</th>
<th>Traditional Zoning Districts</th>
<th>Suburban Zoning Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbor (with a minimum of 50% open roof structure, up to 80 SF in area and no more than 12 ft. in height)</td>
<td>S, SS, R</td>
<td>To property line</td>
<td>To property line</td>
</tr>
<tr>
<td>Patios, covered (no more than 12 inches above existing grade or the top of an existing seawall)</td>
<td>S, SS, R</td>
<td>No closer to property line than 7.58 ft.</td>
<td>No closer to property line than 7.58 ft.</td>
</tr>
<tr>
<td>Porch, open (less than 30 inches above existing grade or the top of an existing seawall) 12-30 above existing grade</td>
<td>X, SS</td>
<td>Leading edge no more than 8 feet from setback line</td>
<td>Leading edge no more than 8 feet from setback line</td>
</tr>
<tr>
<td>Screen enclosure, patio (solid roof)</td>
<td>S, SS, R</td>
<td>No closer to property line than 7.58 ft.</td>
<td>No closer to property line than 7.58 ft.</td>
</tr>
<tr>
<td>Garages, residential side-loading or facing an alley?</td>
<td>S</td>
<td>No more than 2 ft. from setback line, if garage-door faces alley</td>
<td>No more than 2 ft. from setback line</td>
</tr>
<tr>
<td>If it's facing alley it would be rear?</td>
<td>SS</td>
<td>No more than 5 ft. from setback line, if garage-door faces alley</td>
<td>No more than 5 ft. from setback line</td>
</tr>
<tr>
<td>Shed (only one shed may encroach into the setback. The maximum size is)</td>
<td>F</td>
<td>No encroachment allowed, except as noted in the use-specific development</td>
<td>No encroachment allowed, except as noted in the use-specific development</td>
</tr>
</tbody>
</table>

**NOT CONSISTENT**

ALL MEASUREMENTS TO BE FROM WALL, COLUMN OR FOUNDATIONS. ROOF O.H. NOT TO EXCEED 30" PER CODE

LEADING EDGE CONFLICTS WITH DIFFERENT SIZE ROOF O.H. ON EXIST. HOMES
Dear Rule Makers,
We need your help to make this race to ugliness stop. Please help us prevent money hungry developers from ruining our beautiful city. This kind of building is scarring what was our charming neighborhood. It's a cheap project for developers and our neighborhoods' worst nightmare come true. We know you can curb this behavior if you choose. It's not bad enough that our charming historic homes and surrounding old-growth trees are being torn out rapidly, but the redevelopment in too many cases is an eyesore and does not keeping with it's surroundings. We need your help now before it's too late.
Thank you for listening.
Carol Kline
A sad St Petersburg resident
1012 North Shore Drive NE
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: City FileLDR-2017-06: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") to establish the process for modifying previously approved special exceptions and site plans with multiple property owners.

REQUEST: Second reading and Final Public Hearing of the attached ordinance amending the St. Petersburg City Code, Chapter 16, LDRs, to establish the process for modifying previously approved special exceptions and site plans with multiple property owners.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

On June 7, 2017, the DRC reviewed the proposed amendment and voted unanimously to make a finding of consistency with the City’s Comprehensive Plan.

City Council:

On July 13, 2017, the City Council conducted a first reading and set the second reading and final public hearing for July 20, 2017.

Public Notice:

• In accordance with City policy, e-mail notification of this proposed text amendment was sent to the following organizations: Council of Neighborhood Associations; St. Petersburg Area Chamber of Commerce; St. Petersburg Downtown Partnership; Pinellas Realtors Organization; and the Chair of the City’s Development Review Commission. Additional notice was provided to applicable City Departments and private citizens who have requested to receive such notices.

• In addition to the normal public notice requirements for the Development Review Commission, proper notice was be published in
Citizen Input:

As of this writing, no comments have been received except those cited in the attached DRC staff report.

Recommended City Council Action:

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

Attachments: Ordinance
DRC Staff Report
Housing Affordability Impact Statement
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING SECTION 16.70.040.1.H. OF THE CITY CODE REGULATING MODIFICATION OF PREVIOUSLY APPROVED SPECIAL EXCEPTIONS AND SITE PLANS WITH MULTIPLE PROPERTY OWNERS AND ESTABLISHING THE PROCESS FOR MODIFYING APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") has observed a need for procedural clarity for certain property owners of portions of large-tract parcels seeking to develop their property that is governed by a previously approved special exception or site plan ("Previous Approval"); and

WHEREAS, the City recognizes that complex real estate developments that comprise multiple parcels and multiple, separate ownership interests may only be partially realized before a Previous Approval expires or significant time lapses; and

WHEREAS, the City further recognizes that ownership interests under a Previous Approval may have changed and that plans for the property may require modifications to a Previous Approval; and

WHEREAS, the City acknowledges the difficulty in obtaining authorizations from other property owners for modifications when new ownership interests acquire property subject to a Previous Approval.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 16.70.040.1.H. of the St. Petersburg City Code is hereby amended to read as follows:

H. Modifications. Any request for modification to a special exception or a site plan review previously approved by the POD or the commission designated in the Decisions and Appeals Table, shall be subject to review and approval in the same manner as a new application, except that the POD may approve minor modifications, provided that the basic purpose and intent of the Commission's action and the ordinances of the City are met and effectuated.

A. Minor modifications. "Minor modification" shall mean the following:

1. Any modifications that reduce density, building square footage or degree of variance, or modifications not involving an increase of more than ten percent of the gross floor area and in no event more than 6,000 square feet in the case of buildings or five
percent of the lot area in the case of parking or landscaping modifications. Public notice of these minor modifications is not required.

2. Any modifications involving an increase of more than ten percent, but not more than 20 percent, of the gross floor area and in no event more than 15,000 square feet in the case of buildings or 20 percent of the lot area in the case of parking or landscaping modifications. Mailed notice should be provided as set forth in the notices section.

3. Minor modifications shall not cause a variance from any provisions of the City Code, shall not involve a change in use or an increase in residential density, shall not waive any condition or conditions expressly specified by the Commission, and shall not change the basic intent of the approved site plan.

B. Procedures.

1. An applicant that seeks a modification to a special exception or site plan previously approved by the POD or the commission designated in the Decisions and Appeals Table shall be required to obtain the required authorizations from all owners of property subject to the previous approval for which modification is sought, except as set forth in subsection 2 below.

2. An applicant that seeks a modification to a previously approved special exception or site plan may be exempt from obtaining the required authorizations from the other property owners subject to the previous approval for which modification is sought, if all of the following conditions are met:

a. The previously approved special exception or site plan, which may or may not be expired, applies to a subject property that is currently owned by multiple owners who are separate entities; and

b. The applicant is seeking to modify the special exception or site plan approval for only those portions of the subject property that the applicant owns.

In lieu of obtaining the required authorizations from the other property owners, upon meeting the conditions set forth in this subsection, the applicant shall demonstrate proof of notice describing the modification supplied to the other property owners 30 days prior to a final decision made by the POD, or, if required, 30 days prior to a public hearing by the commission designated in the Decisions and Appeals Table. Modifications to site plans with multiple owners shall be reviewed to address overall impacts on the entire site plan in accordance with the applicable development standards in the Land Development Regulations.
SECTION 2. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

SECTION 3. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

Approved as to form and content:

[Signature]
City Attorney (designee)
APPLICATION: LDR 2017-06  
Site Plan Modifications  

APPLICANT: City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  

REQUEST: The City of St. Petersburg requests that the Development Review Commission ("DRC") review and recommend approval of the attached proposed amendments to the City Code of Ordinances, Chapter 16, Land Development Regulations (LDRs), confirming consistency with the City of St. Petersburg's Comprehensive Plan ("Comprehensive Plan").

AUTHORITY: Pursuant to Section 16.80.020.1. of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.

EVALUATION:

Recommendation

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

Background

Over the course of several applications for site plan review in the past two years, planning and legal staff observed a need for procedural clarity for property owners of portions of multi-owner or large-tract parcels in seeking modifications to previously approved special exceptions and site plans. Many site plans that were approved in the development boom immediately preceding the Great Recession were only partially realized. Oftentimes, in larger mixed use projects, one building would be seen through to issuance of the certificate of occupancy, with the other building never even received building permits. As financing became more difficult to procure during and after the Great Recession, many owners of these undeveloped portions simply sold their interest. Their successors in interest, not surprisingly, frequently seek different plans for their property. Being subject to a unified site plan that is also, in some instances, functionally expired for these
undeveloped parcels has created a unique procedural hardship for these owners. As they seek modifications to the original site plan approval, obtaining the required authorizations from the other property owners subject to the approval has proven difficult, whether due to a change in ownership structure to multiple condominium owners, or simply because out-of-town owners have not responded to requests for cooperation. In an effort to help property owners overcome this procedural burden, staff has drafted a limited exemption from the LDRs procedural requirements that eliminates the need for specific authorizations from other owners and instead allows an owner seeking a site plan modification to provide heightened notice instead.

Proposal

The Planning & Economic Development Department, working with the City Attorney's office, has prepared the attached proposal to amend the Land Development Regulations (LDRs). The proposal provides for a limited exemption from the standard procedural requirement to obtain authorizations from all property owners subject to a unified site plan when one property owner seeks to modify a previously approved site plan, when certain conditions are met. If the conditions set forth in the Ordinance are met, a property owner seeking modification of a previously approved site plan may be able to provide heightened notice to other owners subject to the approval in lieu of obtaining their express authorization.

Compliance with the Comprehensive Plan

The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposed amendments:

Objective V1: When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable.

Policy V1.1: Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.

Objective LU7: The City will continue to revise and amend the land development regulations, as necessary, to ensure compliance with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. The City will amend its land development regulations consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-24 F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy LU7.1: Pursuant to the requirements of Chapter 163.3202 F.S. and Chapter 9J-24 F.A.C., the land development regulations will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

Objective LU20: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU20.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, and special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.
Housing Affordability Impact Statement

The proposed amendment will have little to no impact on housing affordability, availability or accessibility. This application includes an amendment to the procedural requirements of the land development regulations which may facilitate new infill development on large-tract parcels, including but not limited to residential uses.

Adoption Schedule

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

- July 13, 2017: First Reading and First Public Hearing
- July 20, 2017: Second Reading and Adoption Public Hearing

Exhibits and Attachments

1. Proposed Ordinance
City of St. Petersburg
Housing Affordability Impact Statement

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

I. Initiating Department: Planning & Economic Development

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

The Planning & Economic Development Department, working with the City Attorney’s office, has prepared a proposal to amend the Land Development Regulations (LDRs). The proposal provides for a limited exemption from the standard procedural requirement to obtain authorizations from all property owners subject to a unified site plan when one property owner seeks to modify a previously approved site plan, when certain conditions are met. If the conditions set forth in the Ordinance are met, a property owner seeking modification of a previously approved site plan may be able to provide heightened notice to other owners subject to the approval in lieu of obtaining their express authorization.

The proposed amendment will have little to no impact on housing affordability, availability or accessibility. This application includes an amendment to the procedural requirements of the land development regulations which may facilitate new infill development on large-tract parcels, including but not limited to residential uses.

III. Impact Analysis:

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

   No   X   (No further explanation required)
   Yes   Explaination:
If yes, the **per unit cost increase** associated with this proposed policy change is estimated to be $_____________________.

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

No   X  (No Further explanation required)
Yes   ____  Explanation:

IV. **Certification**

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

CHECK ONE:

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

[Signature]

[Date: 6-15-17]

OR

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

[Signature]

[Date]

Copies to: Chan Srinivasa, City Clerk
Joshua A. Johnson, Director of Housing & Community Development
ST. PETERSBURG CITY COUNCIL

Report

Meeting of July 20, 2017

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

SUBJECT: A report for the NFIP/CRS Program for Public Information that provides education to
the public regarding flooding hazards within the City of St. Petersburg.

SUMMARY:

The City of St. Petersburg formed a Program for Public Information (PPI) Committee (as recommended by FEMA) in 2015. This committee prepares, implements, and monitors a range of public information activities that meet specific local needs. Through this PPI planning process, projects are monitored, evaluated, and revised to improve their effectiveness by such committee. As a result of these meetings, a PPI report was developed. The PPI report must be submitted to City Council each year. The Community Rating System (CRS) credits the implementation of public outreach projects identified in the PPI document.

The report has updated insurance information for the past year. Additionally Table 4 messages were refined and updated. Outreach continues to be implemented to educate audiences about flooding and flood hazards.

RECOMMENDATION:

Administration recommends that City Council review the attached report.

ATTACHMENTS: Report

APPROVAL:  

Administration  

Date  

6/29/17
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Table 5. Program for Public Information .......................................................................... 13
Mission Statement:
To protect public health and property by educating the community about flood hazards, flood insurance, proper building techniques for floodplains, and floodplain functions.

Section A: Background
St. Petersburg is impacted by storm surge and localized flooding. The PPI was introduced in 2014 to coordinate public outreach within City. The PPI involves stakeholders such as Tampa Bay Estuary Program, Tampa Bay Watch, Insurance Agents, Realtors, and Bankers, to create and track outreach projects and to create a unified message in order to better educate the public about flood hazards, flood insurance, building properly, and floodplain functions. The PPI will help encourage growth and stability in the face of flood hazards.

The Community Rating System is a part of the National Flood Insurance Program (NFIP). It provides reductions to flood insurance premiums in participating communities. Reductions are based on community floodplain management programs, including public information activities. To keep discounts, communities must continue to implement programs and provide status reports to the NFIP each year.

St. Petersburg has been an active participant of the CRS since 1992. Currently, the City is a CRS Class 5 community, which gives the residents up to 25% discounts on their flood insurance premiums in the Special Flood Hazard Area (SFHA). The City has created PPI guidelines to coordinated outreach efforts. This will benefit the City by further promoting the importance of protecting public health and property from flooding events.

This formal document serves as a reference guide and road map to enhance floodplain management, through outreach and education.

Section B: PPI Committee
There were five Initial meetings to develop the PPI document and there will be one meeting per quarter thereafter to review, update, and evaluate the PPI. Appendix A details the initial meetings.

The CRS Coordinator is acting as a facilitator to track, implement, and manage the program. The CRS Coordinator is not a part of the committee. Each year, the PPI committee considers the County’s flood problems, evaluates who needs to be informed about flood related topics, and reviews the inventory of projects that are already underway and a report is sent to City Council.

Committee candidates identified by the Building Official and the CRS Coordinator, were selected to ensure a broad representation for the community and maximize outreach potential to residents and businesses.

Formation of the committee and preparation of the PPI document followed the steps outlined in the 2013 CRS Coordinators Manual, Section 330, Developing a Program for Public Information.
Committee Members
The following lists the Committee members, affiliations, and job position, as January 2017:

<table>
<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy Seeks</td>
<td>Smith &amp; Associates</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Brandi Gabbard</td>
<td>Smith &amp; Associates</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Chris Dailey</td>
<td>Shore Acres Civic Assoc.</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Christina Simoniello, PhD</td>
<td>Texas A&amp;M</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Dean Adamides</td>
<td>City of St Petersburg</td>
<td>Emergency Management</td>
</tr>
<tr>
<td>Glen Richardson</td>
<td>Smith &amp; Associates</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Jake Holehouse, CPCU</td>
<td>Heritage Insurance</td>
<td>Insurance</td>
</tr>
<tr>
<td>Jenelle Burton</td>
<td>City of St Petersburg</td>
<td>Public Information Officer</td>
</tr>
<tr>
<td>Mike Perry</td>
<td>City of St Petersburg</td>
<td>Storm Water Department</td>
</tr>
<tr>
<td>Misty Clados</td>
<td>Tampa Bay Estuary</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Rachel Arndt</td>
<td>Tampa Bay Watch</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Rick Dunn, CBO, CFM</td>
<td>City of St Petersburg</td>
<td>Building Official</td>
</tr>
<tr>
<td>Steve Stapleton</td>
<td>Vandyk Mortgage</td>
<td>Banker</td>
</tr>
</tbody>
</table>
Section C: Community Needs Assessment

St. Petersburg is located in the southern portion of Pinellas County and is surrounded on three sides by water. It is the largest city in the county and has several smaller municipalities surrounding it. The City is a popular destination for tourists and is an economic engine in the area.

As of the 2016 census St. Petersburg has 257,083 residents, reported 82,300 buildings (as per Pinellas County Property Appraiser), and 24,047 that are within its Special Flood Hazard areas. Half (50%) of all the buildings are slab-on-grade and are susceptible to flood damage from shallow flooding and drainage problems. The other 50% are elevated foundations. St. Petersburg also has significant waterfront properties that are subject to storm surges and sea level rise.

Subsection C: 1 – Flood Hazards: St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

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

In sum, areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. While the official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood prone areas as A, AE, or VE zones, the entire City may be subject to flooding and the PPI should strive to reach all residents and business.

In most areas, especially outside the AE and VE Zones, flooding is relatively shallow. Residents get several days of warning before a coastal storm and can take steps to protect themselves from flooding if they have necessary information. The main purpose of the PPI is to ensure that residents and businesses are informed about flood events and how to protect their health and property during such events. Flood response preparations are part of ensuring that the community is well prepare and the City has a collection of outreach projects that can be deployed should a flood event be imminent.

Subsection C: 2 – Flood Insurance Data: One readily available source of information on flood hazards is flood insurance data. The following two statistics from the National Flood Insurance Program (NFIP) as the questions;

1) Where do people have flood insurance policies?
2) Where have flood insurance claims been paid?

After GIS analysis (The information is not displayed due to privacy protection) there are two areas that have a large concentration of claims, however, claims have been made all over the city. The
areas of concentrated claims have been found to have stormwater drainage issues associated with low lying areas and Pre-Firm structures.

The following chart displays the Flood Insurance Data as of September 30, 2016. There are currently 29,977 policies in force with 4,432 polices in non-SFHA's.

Flood insurance is required as a condition of federal aid or federally-backed aid, mortgages or loans for structures located in a high hazard A, AE, or VE zones. Therefore, one would expect most policies to be in the A, AE, and VE zones. Approximately 42% of all structures within the city have insurance policies.

<table>
<thead>
<tr>
<th>Table 1. Flood Insurance Data (as of 11/30/2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community: St. Petersburg, City of Florida</td>
</tr>
<tr>
<td>County: Pinellas</td>
</tr>
<tr>
<td>Policies In Force</td>
</tr>
<tr>
<td>A01-30 &amp; AE Zones</td>
</tr>
<tr>
<td>A Zones</td>
</tr>
<tr>
<td>AO Zones</td>
</tr>
<tr>
<td>AH Zones</td>
</tr>
<tr>
<td>AR Zones</td>
</tr>
<tr>
<td>A99 Zones</td>
</tr>
<tr>
<td>V01-30 &amp; VE Zones</td>
</tr>
<tr>
<td>V Zones</td>
</tr>
<tr>
<td>D Zones</td>
</tr>
<tr>
<td>B, C, &amp; X Zone</td>
</tr>
<tr>
<td>Preferred</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 2. Insurance Occupancy (as of 11/30/2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community: St. Petersburg, City of Florida</td>
</tr>
<tr>
<td>County: Pinellas</td>
</tr>
<tr>
<td>Policies In Force</td>
</tr>
<tr>
<td>Single Family</td>
</tr>
<tr>
<td>2-4 Family</td>
</tr>
<tr>
<td>All Other Residential</td>
</tr>
<tr>
<td>Non Residential</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
These statistics underscore two things:

1) The entire City is subject to flooding and the PPI should strive to reach all residents and businesses.

2) There are 18,650 active single family policies and 21,119 buildings within the SFHA. Approximately 88% of the buildings have insurance policies within the SFHA. This PPI committee will strive to achieve 100% insurance coverage for all properties within the SFHA. Statistics show that many of the houses are pre-FIRM structures and insurance will help rebuild houses to current code when substantially damaged by flood events.

Subsection C: 3 – Repetitive flooding: Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the 82,300 buildings in the City, 370 have been paid at least 2 claims of $1000 over a 10 year period (FEMA’s definition of a repetitive loss property). There are 37 structures on FEMA’s repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This analysis concludes two things:

1) St. Petersburg has two major areas that have repetitive loss claims, Shore Acres and Riviera Bay. These areas should be targeted with special projects to help mitigate the flooding in these areas through elevation, reconstruction, or drainage projects. The committee should identify ways to communicate messages about flood hazards to these areas in particular.

2) The city continues to work towards mitigating these structures to reduce the number of repetitive loss structures. Currently the city is working on grants to elevate or demolish and reconstruct homes that have repetitive losses due to flood events. Additionally the city council is working through the CRS program to ensure that any house that has been substantially damaged must rebuild to the current design elevation.

Subsection C: 4 – Social and Economic Needs: The current Census data notes that 68.7% of the population is White or Caucasian, 23.9% of the population is African American or Black, 6.6% are Hispanic or Latino, and 3.2% are Asian. Approximately 15.7% are persons over the age of 65, while 19.5% are under the age of 18. Approximately 16.1% of the population is considered below poverty level. Approximately 30.9% of the population has a Bachelor’s degree or higher. The cost of living index is around 95, the median household income is $45,748, and the per capita income is $28,944.

These factors could create barriers to a public information program. It is important that the right venue, message, tools and resources be used to overcome obstacles in communication with each target audience.
These messages will need to be repeated and distributed in different forms, coming from different sources.

Section D: Target Audiences

Subsection D: 1 – Target Areas: The PPI Committee concluded that audiences in four target areas should be reached. Projects should be directed to all properties (residential, commercial, and public) in these areas:

**Target Audience #1 – All Residences and Businesses in City:** As past flooding and flood insurance claims indicate, residents and business in all areas of St. Petersburg need to be aware of flood hazard, flood insurance, and ways they can protect themselves from flooding. There are approximately 82,300 structures in the City.

**Target Audience #2 – Council of Neighborhood Associations:** Properties in the Repetitive Loss Areas have been hit more often by flooding, and have a greater need for flood protection information. There are 1,935 structures in the repetitive loss areas.

**Target Audience #3 – Real Estate Agents:** These companies are key to conveying information about flood hazards and flood insurance. It is important for these professionals to understand and have all the information they need about flood topics.

**Target Audience #4 – Builders:** Building Contractors need to be knowledgeable of construction rules, post disaster repair rules, and possible mitigation grants that could help their customers protect their homes from flooding.

**Target Audience #5 – Mortgage Brokers:** Mortgage Brokers need to be knowledgeable of loans issued in the Special Flood Hazard Area and stipulations of mitigation grants.

**Target Audience #6 – Surveyors:** Surveyors need to be knowledgeable of properly completing elevation certificates for homes within Special Flood Hazard Areas and the FIRM’s for each community they are surveying.

**Target Audience #7 – Insurance Agents:** Insurance Agents need to be knowledgeable of the changing insurance rates, laws, CRS discounts, flood mitigation techniques that give discounts, and actuarially rating structures.
Section E: Other Public Information Efforts

A key part of developing a PPI is knowing what other public information activities are reaching St. Petersburg residents. The information in Table 3 is based on past projects, staff research, and PPI committee members. The organizations are listed in alphabetical order.

<table>
<thead>
<tr>
<th>Table 3. Other Public Information Efforts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of St Petersburg</strong></td>
</tr>
<tr>
<td>OP#1: Guide - Surviving the Storm</td>
</tr>
<tr>
<td>OP#2: Emergency Management – Hurricane Presentation</td>
</tr>
<tr>
<td>OP#6: Disaster Prep for Small Businesses</td>
</tr>
<tr>
<td>OP#7: Flood Hazard Info</td>
</tr>
<tr>
<td>OP#8: Flood Hazard Info SFHA</td>
</tr>
<tr>
<td>OP#9: Flood Info Kiosk</td>
</tr>
<tr>
<td>OP#10: Bldg Department Flood Hazard Insert</td>
</tr>
<tr>
<td>OP#11: Flood Info at Library Turnstile</td>
</tr>
<tr>
<td>OP#12: Emerg. Pre Guide Bldg Dept</td>
</tr>
<tr>
<td>OP#13: Stormwater Info</td>
</tr>
</tbody>
</table>

| **FEMA**                                  |
| OP#3: Homeowners Guide to Retrofitting     | Building Guidelines | 1 x per year |
| OP#4: Protecting Home from Damage          | Building Guidelines | 1 x per year |

| **FEMA**                                  |
| OP#5: Protecting a Bldg Utilities          | Building Construction | 1 x per year |

| **Tampa Bay Estuary Program**              |
| Public Meetings & Regional Science Forums  | Sea level rise | 4 x per year |

| **Tampa Bay Estuary Program**              |
| Bay Mini-Grants Program                    | Supports restoration projects to improve SW quality & runoff | 1x per year |

| **Tampa Bay Estuary Program**              |
| Give-a-Day for the Bay Events              | Regional volunteer clean-up events at public sites to improve SW quality & runoff | 6x per year |
| **Tampa Bay Watch** | Volunteer Program | Identify and mark Storm Drains | 2 x per year |
| **Tampa Bay Watch** | Volunteer Program | Shoreline cleanup | 3 x per year |
| PINELLAS COUNTY PROPERTY APPRAISER | Flood Insurance Surveys | Gather information for future evaluation | UPON SALE OF PARCEL |
| PINELLAS COUNTY PROPERTY APPRAISER | OP#14: WEBSITE www.pcpao.org/NFIP_Info_Resources.html | Information and Resources Flood Ins Reform Act | Available 24/7 |
| Gulf of Mexico Coastal Observing System | Class – Bay Point Elementary School | Know your flood risk, prepare, keep the waterway clean, hurricanes | Weekly |
| Gulf of Mexico Coastal Observing System | St. Petersburg Science Festival | Hands on High Frequency Radar activities related to weather, storms, surge, and sea level | 1 x year |
| Gulf of Mexico Coastal Observing System | Bay Point Elementary Fall Festival | Hands on activities related to reduction of marine debris | 1 x year |
| Gulf of Mexico Coastal Observing System | Absolute Zero: Koolest Science Ever Science Fair | Keep your waterways clean, drains to the bay | 1 x year |
Section F: Messages and Outcomes

After accessing the communities public information needs, the PPI Committee identified the following as priority messages for 2016. Each message has a desired, measurable, outcome.

<table>
<thead>
<tr>
<th>Message</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Know your risk of flooding</td>
<td>Increase # of Map Inquiries</td>
</tr>
<tr>
<td>B. Insure your property against flooding</td>
<td>Increase # of flood insurance policies for SFHA and X zone properties</td>
</tr>
<tr>
<td>C. Prepare, don’t be caught unaware</td>
<td>Reduced number of flood damaged homes</td>
</tr>
<tr>
<td>D. Keep your waterway clean</td>
<td>Reduced debris removed by public works</td>
</tr>
<tr>
<td>E. Build responsibly, higher keeps you drier</td>
<td>Increase # of permits that reduce flood losses and use mitigation techniques</td>
</tr>
<tr>
<td>F. Don’t dump in the drains</td>
<td>Improved water quality is measured by the Water Resources Department</td>
</tr>
<tr>
<td>G. Know your zone</td>
<td>Increase knowledge of flood zone differentiation.</td>
</tr>
<tr>
<td>H. Brake before creating wake</td>
<td>Decrease claims related to flooded streets</td>
</tr>
</tbody>
</table>

Section G: Projects and Initiatives

The PPI committee identified 16 projects and initiatives to be implemented in 2016. Projects are organized by target audience and message in Table 5.

Section H: Flood Response Preparations

In addition to projects that are implemented every year, the PPI Committee recommends projects to be implemented during and after a flood event. These projects are drafted and ready for release after a flood warning. Purposed projects are listed in Table 4.

Section I: Follow Up

The CRS Coordinator will monitor each projects development and results, as well as documenting input from PPI Committee members, City employees, and stakeholders participating in initiatives. All input will be sent by e-mail to Committee members for consideration and evaluation.

The PPI Committee will meet at least once each quarter to review the success of these projects and initiatives. At which time, the Committee will discuss changing or discontinuing projects.

At least once each year, the CRS Coordinator will draft an update to the table and send it to Committee members. The Committee will meet and review the outcomes of each individual activity to change, add, or approve based on feasibility and effectiveness. Table 4 (Messages and Desired Outcomes) will be revised, as will Table 5 if necessary. The resulting outcomes and
revisions will be submitted as part of the City's annual recertification package to the Community Rating System and will be supplied to City Council.

Section J: Adoption
This document was approved by City Council on August 20, 2015. The PPI was evaluated and a report was sent to City Council on August 25, 2016.

Section K: Acronyms
A Zone: 100-year floodplain mapped by FEMA
AE Zone: 100-year floodplain mapped by FEMA with base flood elevations
CFM: Certified Floodplain Manager
CRS: Community Rating System
FRP: Flood Response Projects
OP: Outreach Projects
PPI: Program for Public Information
SFHA: Special Flood Hazard Area
VE Zone: Coastal high hazard 100-year floodplain mapped by FEMA
APPENDIX A

1st Meeting – November 5th, 2014: The Facilitator introduced the group and explained their roles. A Chair and Co-chair were appointed as well as a minute taker. The Facilitator then proceeded to review the PPI draft document with the committee.

Committee members in attendance:

Rick Dunn, Building Official and Floodplain Manager; 
Robert Ballou, Division Chief: Emergency Management; 
Carlos Frey, P.E., Storm Water Department; 
Bill Griffiths, Tampa Bay Watch; 
Jake Holehouse, Insurance Industry; 
Ed Sherwood, Tampa Bay Estuary Program; 
Dr. Chris Simoniello, Gulf of Mexico Coastal Ocean Observing System; 
Amy Seeks, Smith & Associates Real Estate

Observing:

CeCe McKieman, Florida Floodplain Managers Association; 
John Ferguson, Re/Max; 
Councilmember Jim Kennedy

John Ferguson asked to join the PPI committee after attending.

2nd Meeting – January 14th, 2015: The Facilitator reviewed the main goal of the PPI and set the committee to working on Table 4 population. Four initial target audiences were identified as Home and Business Owners, Neighborhood Associations, The Real Estate Community, and Architects and Builders.

Committee members in attendance:

Rick Dunn, Building Official and Floodplain Manager; 
Robert Ballou, Division Chief: Emergency Management; 
Carlos Frey, P.E., Storm Water Department; 
Bill Griffiths, Tampa Bay Watch; 
Jake Holehouse, Insurance Industry; 
Ed Sherwood, Tampa Bay Estuary Program; 
Dr. Chris Simoniello, Gulf of Mexico Coastal Ocean Observing System; 
Amy Seeks, Smith & Associates Real Estate; 
Rick Stiff, Emergency Management

Observing:

Councilmember Karl Nurse
3rd Meeting – April 8th, 2015: Review of revisions to PPI from courtesy review and completed Table 4. Update on adoption date by council and what is expected of committee for upcoming year.

Committee members in attendance:

Scott Crawford, Deputy Building Official
Rick Stiff, Emergency Management;
Carlos Frey, P.E., Storm Water Department;
Bill Griffiths, Tampa Bay Watch;
Jake Holehouse, Insurance Industry;
Ed Sherwood, Tampa Bay Estuary Program;
Amy Seeks, Smith & Associates Real Estate;

Observing:

Melinda Pletcher

4th Meeting – July 15th, 2015: PPI Adoption Update. Review of PPI revised document and implementation of PPI. Discussed requirements of committee members after adoption and how often we would meet per year to discuss revisions and review document.

Committee members in attendance:

Rick Dunn, Building Official
Bob Ballou, Division Chief: Emergency Management;
Carlos Frey, P.E., Storm Water Department;
Bill Griffiths, Tampa Bay Watch;
Jake Holehouse, Insurance Industry;
Dr. Chris Simonelli, Gulf of Mexico Coastal Ocean Observing System;
Robert Clydesdale, City PIO representative
### Table 5. Program for Public Information

<table>
<thead>
<tr>
<th>Target Audience</th>
<th>Message(s)</th>
<th>Outcome(s)</th>
<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Residences and Businesses in City A, C, E - F, H - J</td>
<td>Media Outreach</td>
<td>CRS Coordinator; TBW; Insurance Agent</td>
<td>Before, during, and after Hurricane Season and with Neighborhood Associations</td>
<td>Monthly</td>
<td>Real Estate, Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flyers/Brochures</td>
<td>PI Officer</td>
<td>All year</td>
<td>Monthly</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meet with Specific Groups</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Promote Flood Insurance on Website through links to Floodsmart</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Track number of requests for map determinations</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Track number of website hits for Flood Research and Resources</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - J</td>
<td>Encouraging Elevation Certificates</td>
<td>Building Department; Realtors; Insurance Agent; Owners of Pre-FIRM structures</td>
<td>Ongoing</td>
<td>Realtors/Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Elevating Your Structure</td>
<td>City Building Dept.</td>
<td>Ongoing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Guidebook</td>
<td>City Building Dept.</td>
<td>Ongoing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coastal Hazards</td>
<td>TBW; TBEP; CRS Coordinator</td>
<td>Yearly</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 5. Program for Public Information

<table>
<thead>
<tr>
<th>Target Audience</th>
<th>Message(s)</th>
<th>Outcome(s)</th>
<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Area 2:</strong> Council of Neighborhood Associations</td>
<td>A - J</td>
<td>A - C, E - F, H - J</td>
<td>Agendas that have flood insurance information for each specific neighborhood</td>
<td>CRS Coordinator; Realtors; Insurance Agent</td>
<td>Ongoing</td>
<td>Realtors, Insurance Agents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Literature showing how to use website to determine flood risk</td>
<td>CRS Coordinator</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>How to lower risk</td>
<td>Insurance Agent; Building Dept.</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Increase awareness of wake flooding from vehicles</td>
<td>Insurance Agent; CRS Coordinator; Civic Association</td>
<td>Ongoing</td>
<td>Civic Association, Insurance Agent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Audience</th>
<th>Message</th>
<th>Outcome</th>
<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Area 3:</strong> Real Estate Agents</td>
<td>A - C, E, H, J</td>
<td>A - B, E - F, H, J</td>
<td>Educate Agents about all flood zones</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Educate Agents about proper insurance based on structure type</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seminars on current flood insurance info</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Inform Homeowners about protecting home from flooding; street flooding</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Ongoing</td>
<td>Realtors</td>
</tr>
<tr>
<td>Target Audience</td>
<td>Message(s)</td>
<td>Outcome(s)</td>
<td>Project(s)</td>
<td>Assignment</td>
<td>Schedule</td>
<td>Stakeholder</td>
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</tr>
<tr>
<td>Target Area 4: Builders</td>
<td>F</td>
<td>F</td>
<td>Encouraging Elevation Certificates</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Elevating Your Structure</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Coastal Hazards</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Guidebook</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Audience</th>
<th>Message(s)</th>
<th>Outcome(s)</th>
<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area 5: Mortgage Brokers</td>
<td>A, F, H</td>
<td>B, F, H</td>
<td>Educate Brokers about Mitigation Grants</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Educate Brokers about FIRMs</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Help Brokers educate homeowners about flood insurance</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
</tr>
<tr>
<td>Target Audience</td>
<td>Message(s)</td>
<td>Outcome(s)</td>
<td>Project(s)</td>
<td>Assignment</td>
<td>Schedule</td>
<td>Stakeholder</td>
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</tr>
<tr>
<td>Target Area 6: Surveyors</td>
<td>F, A</td>
<td>A, F</td>
<td>Flyers/Brochures</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Meet with specific groups</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Educate about EC’s</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td></td>
</tr>
<tr>
<td>Target Area 7: Insurance Agents</td>
<td>A – B, H</td>
<td>A – B</td>
<td>Educate Agents about all flood zones</td>
<td>Insurance Agent</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Flyers/Brochures</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>How to lower risk</td>
<td>Insurance Agent; Building Dept.</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Literature showing how to use website to determine flood risk</td>
<td>CRS Coordinator</td>
<td>Ongoing</td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM

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

FROM: Dr. Gary Cornwell, City Administrator

DATE: July 7, 2017

SUBJECT: July 20, 2017 City Council meeting to Set Tentative Millage for FY 2018 Budget and Establishing Public Hearing Dates

Attached for City Council’s action are two resolutions: one which sets the tentative property tax millage rate for Fiscal Year 2018, and the second which sets the date, time and place of the required public hearings for the FY 2018 budget and millage rate.

The first resolution provides for a tentative millage rate of 6.7550 mills, which is consistent with the current FY17 millage rate. For comparison purposes the “rolled back” rate is 6.3393 mills. Please note that once the tentative millage rate has been set, it may be reduced by further City Council action, but it cannot be increased.

The public heating resolution establishes Thursday, September 7, 2017, and Thursday, September 21, 2017 as the dates for the public hearings to tentatively and finally adopt the budget. Both hearings will be held at 6:30 p.m. in Council Chamber. As required, these dates fall within the time-frames specified in Chapter 200.065 of the Florida State Statutes, and do not conflict with either the Board of County Commissioners’ or the School Board’s hearing dates.

The city’s Fiscal Policies are reviewed annually as part of the budget process and generally the Administration makes recommendations as to modifications in July. The Administration plans to submit suggested modifications to Fiscal Policies following the vote on reauthorization of the Penny for Pinellas. Should the voters of Pinellas County reauthorize the Penny for an additional ten years, the city’s Fiscal Policies will have to be modified to reflect the approved future allocation of Penny resources.

The tentative millage and date of the first public hearing are due to the Property Appraiser’s Office by August 4, 2017, for inclusion on the TRIM notices which are scheduled to be mailed to property owners on August 21, 2017.

cc: Rick Kriseman, Mayor
    Dr. Kanika Tomalin, Deputy Mayor
    Jacqueline Kovilaritch, City Attorney

Attachments: Tentative Millage Resolution
              Hearing Date Resolution
Resolution No. 17-

A RESOLUTION ADOPTING TENTATIVE MILLAGE RATE NECESSARY TO FUND THE TENTATIVE OPERATING BUDGET, OTHER THAN THE PORTION OF SAID BUDGET TO BE FUNDED FROM SOURCES OTHER THAN AD VALOREM TAXES FOR FISCAL YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a tentative operating budget has been prepared for the City of St. Petersburg for fiscal year 2017-2018; and

WHEREAS, the following calculations apply to the tentative operating budget to be funded from Ad Valorem taxes:

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year Gross Taxable Value</td>
<td>$17,405,088,450</td>
</tr>
<tr>
<td>96% of Gross Taxable Value</td>
<td>16,708,884,912</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Budget</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tentative General Fund Requirements</td>
<td>$249,138,858</td>
</tr>
<tr>
<td>Less Sources other than Ad Valorem Taxes</td>
<td>136,270,340</td>
</tr>
<tr>
<td>Ad Valorem Taxes necessary to fund</td>
<td></td>
</tr>
<tr>
<td>Tentative Operating Budget</td>
<td>$112,868,518</td>
</tr>
<tr>
<td>Levy required to fund Tentative Operating Budget</td>
<td>$112,868,518 + $16,708,884 = .006755</td>
</tr>
<tr>
<td>Total Levy required to fund Tentative Operating Budget</td>
<td>6.7550 mills</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that in order to raise and produce the funds necessary to fund that portion of the tentative operating budget of the City of St. Petersburg for the fiscal year ending September 30, 2018 that is to be funded from Ad Valorem Taxes, there is hereby adopted a tentative millage rate of 6.7550 mills.

BE IT FURTHER RESOLVED that the tentative operating budget and tentative millage rate as herein set out be immediately transmitted to the Property Appraiser along with the rolled back rate calculation and the day, time and place at which public hearings will be held to consider the proposed millage rate, the tentative operating budget, and the rolled back rate calculation.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT:  

Budget Director

APPROVED AS TO FORM AND SUBSTANCE:  

City Attorney or Designee

00331545
Resolution No. 17-

A RESOLUTION SETTING THE DATES FOR PUBLIC HEARINGS UPON THE TENTATIVE OPERATING BUDGET AND PROPOSED MILLAGE RATE FOR FISCAL YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council will hear any comments by interested parties concerning the tentative operating budget and proposed millage rate for Fiscal Year 2018 on the 7th day of September, 2017, at 6:30 p.m., and again on the 21st day of September, 2017, at 6:30 p.m. at City Hall, 175 Fifth Street North, St. Petersburg, Florida. These public hearings are being held pursuant to the procedures required by State law.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT:

Budget Director

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney or Designee

0033150
Resolution No. ________________

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THAT $475,000 OF FUNDS RESERVED FROM THE BP SETTLEMENT PROCEEDS BE APPROVED AS A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR THE IMPLEMENTATION OF A CITY-WIDE TREE PLANTING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the City is the recipient of funds in settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico (BP Settlement); and
WHEREAS, on February 18, 2016, the Energy, Natural Resources and Sustainability Committee (ENRS) voted unanimously to recommend approval of a supplemental appropriation of $500,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing a new Tree Planting Program (Program); and

WHEREAS, on May 19, 2016, the City Council voted 7-1 to approve an appropriation of $25,000 from the unappropriated balance of the General Fund for the establishment and implementation of the Program, while reserving $475,000 for the further implementation and completion of the Program; and

WHEREAS, on June 15, 2017, ENRS voted unanimously to recommend the release of the $475,000 reserved to a supplemental appropriation to the General Fund to move forward with final fieldwork and purchase of trees; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated fund balance for fiscal year 2017:

<table>
<thead>
<tr>
<th>General Fund (0001)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor’s Office (0001-020)</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that this $475,000 appropriation shall be used exclusively for the establishment and implementation of the Tree Planting Program.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

[Signature]
Budget Department
To: The Honorable Darden Rice, Chair and Members of City Council

Date: July 7, 2017

Subject: A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THAT $475,000 OF FUNDS RESERVED FROM THE BP SETTLEMENT PROCEEDS BE APPROVED AS A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR THE IMPLEMENTATION OF A CITY-WIDE TREE PLANTING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND
In an effort to increase the city’s tree canopy which also contributes to increased environmental, health, and economic benefits, some preliminary work was completed by Former Mayor David Fischer and the Parks & Recreation Department to identify tree planting areas on city property and right-of-way. The BP Settlement was identified as a sensible funding source to re-initiate tree plantings and contribute to preliminary steps for long-term urban forestry planning. Councilmember Nurse referred a resolution to allocate $500,000 of BP Settlement funds.

Before moving forward with plantings, the Office of Sustainability contracted a certified arborist to conduct site evaluations of approximately twenty (20) miles of roadway corridor for the purposes of created a foundation of urban forestry, diversity, and survival criteria that may be used as resources are available to move in the direction of a broader urban forestry program. The site evaluation work included fieldwork to observe overhead utilities, spacing, and existing conditions. Preliminary evaluations of underground utilities based on city GIS files, preliminary coordination with Transportation & Parking, Engineering, and Water Resources Departments were also conducted to coordinate planning efforts and construction scheduling.

A public meeting was held on May 3, 2017 at J.W. Cate Recreation Center to go over the findings and tree categories and to gather additional input from citizens. Additional community
input was gathered through City Council members and emails from several neighborhoods. That input was used with departmental coordination to identify corridor areas additional to what was originally identified by Dave Fischer, Tree Czar. Only part of the community input areas could be evaluated in the field for this scope of work. Areas that were beyond scope and budget to will be kept for future tree planting purposes.

RESULTS
The results show that about 2,185 trees may be planted at the cost of about $1,984,745 or an average of $909/tree for the corridors evaluated. The cost/tree includes purchase, establishment, and maintenance for up to 2 years.

Additional input from the community and the ENRS committee asked that the city direct the contractor to minimize planting of palms and Crepe Myrtles. Palms are expensive and provide less shade, so using them where it is the only best option provides an opportunity for bringing down the average cost per tree. In addition, Live Oaks are in high demand and may be difficult to purchase at the prescribed size. Smaller sizes provide opportunity for cost-savings, but may also require some extra maintenance. A check with the city’s contractor and a brief review of recent city tree purchases show this cost estimate to be in line with recent market trends.

The technical team created a tiered approach balancing funding among city council districts, need, and field observations as an option below. Additional funding could be prioritized as listed in Tier 2 below, may need to be partial implementation for longer corridors. Other approaches may be taken considering key factors like council district, investment in large trees vs. accent trees, most need, and enhancement of planned bike/pedestrian facilities.

Any recommended approach or priorities at this time may be changed by additional infrastructure project updates, underground utilities research results, and availability and cost of trees. Table 1 below summarizes the Tiered recommendations.

<table>
<thead>
<tr>
<th>Corridor - Draft Tier 1</th>
<th>Total Trees</th>
<th>Total Cost</th>
<th>Per Tree Avg</th>
<th>Suggest Partial</th>
<th>Sugg. Trees</th>
<th>Council Dist.</th>
</tr>
</thead>
<tbody>
<tr>
<td>54TH AVENUE S (34th ST - 22nd ST)</td>
<td>22</td>
<td>$20,400</td>
<td>$927</td>
<td>$20,400</td>
<td>22</td>
<td>Kornell</td>
</tr>
<tr>
<td>83rd AVENUE N (4th ST - MACOMA DR)</td>
<td>73</td>
<td>$65,410</td>
<td>$896</td>
<td>$65,410</td>
<td>73</td>
<td>Kennedy</td>
</tr>
<tr>
<td>18TH AVENUE S (49th ST - 22nd ST)</td>
<td>236</td>
<td>$211,890</td>
<td>$898</td>
<td>$134,675.85</td>
<td>150</td>
<td>Wheeler-Bowman</td>
</tr>
<tr>
<td>30th AVENUE N (66th ST - 71st ST)</td>
<td>53</td>
<td>$49,050</td>
<td>$925</td>
<td>$49,050</td>
<td>53</td>
<td>Gerdos</td>
</tr>
<tr>
<td>1st STREET N (54th AVE - 78th AVE)</td>
<td>265</td>
<td>$238,275</td>
<td>$899</td>
<td>$100,704.91</td>
<td>112</td>
<td>Montanari</td>
</tr>
<tr>
<td>45TH AVENUE S &amp; LEWIS BLVD (4th ST - ELKCAM BLVD)</td>
<td>60</td>
<td>$55,660</td>
<td>$928</td>
<td>$55,660</td>
<td>60</td>
<td>Nurse</td>
</tr>
<tr>
<td>62ND AVENUE SOUTH &amp; ROY HANNA DR S.</td>
<td>450</td>
<td>$412,045</td>
<td>$916</td>
<td>$54,939</td>
<td>60</td>
<td>Kornell</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,159</strong></td>
<td><strong>$1,052,730</strong></td>
<td><strong>$908</strong></td>
<td><strong>$480,840</strong></td>
<td><strong>530</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corridor - Draft Tier 2</th>
<th>Total Trees</th>
<th>Total Cost</th>
<th>Per Tree Avg</th>
<th>Suggest Partial</th>
<th>Sugg. Trees</th>
<th>Council Dist.</th>
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</thead>
<tbody>
<tr>
<td>30th AVENUE NORTH (66th ST - I-275)</td>
<td>650</td>
<td>$594,315</td>
<td>$914</td>
<td>TBD</td>
<td>TBD</td>
<td>Foster-Gerdes</td>
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<tr>
<td>PINELLAS POINT DRIVE (I-275 - 28th ST)</td>
<td>76</td>
<td>$68,315</td>
<td>$899</td>
<td>TBD</td>
<td>TBD</td>
<td>Kornell</td>
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<tr>
<td>ELKCAM BOULEVARD SE (39th AVE - LEWIS DR)</td>
<td>91</td>
<td>$81,900</td>
<td>$900</td>
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<td>TBD</td>
<td>Nurse</td>
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<tr>
<td>Enhance Old NE Citizen work or other Dist 4?</td>
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<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<td><strong>$705,980</strong></td>
<td><strong>$911</strong></td>
<td><strong>TBD</strong></td>
<td><strong>TBD</strong></td>
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NEW PROPOSAL/PARTNERSHIP OPPORTUNITY FOR TREE DIVERSITY

During this process to infuse some resources into the city’s tree canopy, the citizen-led St. Petersburg Sustainability Council (SPSC), city staff, and other stakeholders reached out to City of Tampa, UF-IFAS Forestry Program and others for assistance. Urban foresters from around the state then visited St. Petersburg for various tree-related events last year.

This year, the state diversity working group of experts has invited a few cities to participate in testing some species for diversity. Graduate students and experts have asked if the city would like to identify two plots for planting test trees. The city would pay around $500 for the trees, and would plant and maintain them with assistance from UF-IFAS staff. Staff and group are working through final complexities of going outside traditional paths for tree purchases. If the city is able to work through those issues in the timeframe, staff recommends the following:

✔ It is recommended that no more than $500 of the $481,600 be used to fund the test plots. Other funding may come from Golf Course or other operations making the BP Settlement contribution less than $500.

NEXT STEPS
To close out the site evaluation contract and begin purchasing and planting trees, there are the following next steps:

- City Council approval for allocating the remaining $475,000 of reserved funds ($481,600 total for tree plantings).
- Contractor finalizes evaluation with underground utility verification and other factors as-needed.
- Outreach to residents and business to gain approval for plantings that may be in front of homes and residences that those property owners will be responsible for.
- Plant, maintain, and track maximum number of diverse tree species for money allocated.
- Report on lessons learned, urban forestry management moving forward including staff and financial resources.

MATERIALS/ATTACHMENTS INCLUDED
Included in this package are the following draft deliverables:
- Site Evaluation Map with all identified alternate corridors shown with green line and star. *Note: Only a small portion of the alternates were evaluated in the field.*
- Tree Selection Matrix – tree categories acceptable in the evaluated corridors
- Site Evaluation Matrix – detailed results of fieldwork and preliminary utility and infrastructure coordination
- Corridor Cost Summary
- Sample of a planting plan page

Cc: Mayor Rick Kriseman
    Gary Cornwell
    Tom Greene
    Michael Dema
    Chan Srinivasa
Proposed Tree Planting Corridors

DISTRICT NAME

MAYOR Rick Kriseman
D 1 Charlie Gerdes
-2 James Kennedy
03 Ed Montanari
4 Darden Rice
5 Steve Kornell
6 Karl Nurse
7 Lisa Wheeler-Bowman
8 Amy Foster

Tree Czar Fischer Proposed Corridors
Stakeholder/Community Proposed (partial site evaluations)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>COST PER</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>54TH AVENUE SOUTH (34thST - 22nd ST)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Tree</td>
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<td>Accent Tree</td>
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<td>$900.00</td>
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Note: Direction will be given to tree planting contractor to minimize palm trees wherever possible as cost saving measure as well as increased shade. In addition, community input requested also minimizing Crepe Myrtles.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>COST PER</th>
<th>COST</th>
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<tbody>
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<td>26TH AVENUE SOUTH (34th ST - 16th ST)</td>
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<td>-</td>
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</tr>
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<td></td>
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</table>

Notes:
1. Average cost per large tree. Installation, maintenance and establishment include in price
2. Prices per tree/palm are based upon the average price of plants per each category
3. Total number of trees/palms is subject to change. Final quantities are subject to final design, neighborhood participation, final engineering and surveying, and future development
4. Final tree/palm is subject to change. Final locations are subject to neighborhood participation, final engineering and surveying, and future development.
<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>DECIDUOUS/EVERGREEN</th>
<th>MATURE HEIGHT</th>
<th>MATURE SPREAD</th>
<th>SUITABILITY OVERFLOW</th>
<th>FALL COLOR</th>
<th>FLOWER</th>
<th>SALT TOLERANCE</th>
<th>PREPARED MINIMUM PLANTING AREA WIDTH (FT)</th>
<th>PREPARED OFFSET (OVERHEAD UTILITIES (FT))</th>
<th>PREPARED OFFSET (UNDERGROUND UTILITIES (FT))</th>
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<td></td>
</tr>
<tr>
<td>1. ARAPAHO CRAPE MYRTLE</td>
<td>Lagerstroemia x faurie 'Arapaaho'</td>
<td>Evergreen</td>
<td>20</td>
<td>10</td>
<td>no</td>
<td>no</td>
<td>Moderate</td>
<td>yellow</td>
<td>rose</td>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>2. YUMA CRAPE MYRTLE</td>
<td>Lagerstroemia x faurie 'Yuma'</td>
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<td>no</td>
<td>no</td>
<td>Moderate</td>
<td>red</td>
<td>pink</td>
<td>40</td>
<td>10</td>
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<tr>
<td>3. NATCHES CRAPE MYRTLE</td>
<td>Lagerstroemia x faurie 'Natchez'</td>
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<td>no</td>
<td>Moderate</td>
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<td>pink</td>
<td>30</td>
<td>10</td>
</tr>
<tr>
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<td>pink</td>
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<td>10</td>
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<td>5. ARAPAHO CRAPE MYRTLE</td>
<td>Lagerstroemia x faurie 'Arapaaho'</td>
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<td>no</td>
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<td>5</td>
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<td>5</td>
</tr>
<tr>
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<td>Butia capitata</td>
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<td>no</td>
<td>Moderate</td>
<td>yellow</td>
<td>rose</td>
<td>30</td>
<td>5</td>
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<td>8. SCARLETT O'HARA</td>
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<td>no</td>
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<td>5</td>
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<td><strong>SMALL TREES</strong></td>
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<tr>
<td>1. BUTIE PALM</td>
<td>Butia capitata</td>
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<td>10</td>
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<td>no</td>
<td>Moderate</td>
<td>yellow</td>
<td>rose</td>
<td>30</td>
<td>5</td>
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<td>20</td>
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<td>no</td>
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</tbody>
</table>

Note: Species have been pre-selected to have the following characteristics:
1. Resistant to disease.
2. Wind Resistant.
3. Drought Tolerance, irrigation not required.
4. Tolerant of urban (various) soils.
5. Commercially Available.
6. Demonstrated to Perform in Roadway Environment.
7. Ease of Maintenance.
8. Native or Endemic.
9. Cold Tolerance to 28 degrees F.
10. Species and cultural diversity.
<table>
<thead>
<tr>
<th>Area</th>
<th>Street Name</th>
<th>From</th>
<th>To</th>
<th>Length Approximated</th>
<th>Notes</th>
<th>Tree/No Tree</th>
<th>Shade Trees</th>
<th>Notes/Sidewalk Width</th>
<th>Existing Trees/ Vegetation, Species/ Extents</th>
<th>Identified Plantable Areas and Recommended Species</th>
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<tr>
<td>1</td>
<td>South Shore</td>
<td>30th</td>
<td>1ST</td>
<td>46th Street North</td>
<td></td>
<td>South</td>
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<td>Side (N/E)</td>
<td>Some Oak, Palm, and Accent Trees</td>
<td>Palm near and beneath power lines, Palms</td>
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<tr>
<td>2</td>
<td>South Shore</td>
<td>30th</td>
<td>1ST</td>
<td>46th Street North</td>
<td></td>
<td>South</td>
<td>Yes, Shade Trees</td>
<td>Side (N/E)</td>
<td>Some Oak, Palm, and Accent Trees</td>
<td>Palm near and beneath power lines, Palms</td>
</tr>
<tr>
<td>3</td>
<td>South Shore</td>
<td>30th</td>
<td>1ST</td>
<td>46th Street North</td>
<td></td>
<td>South</td>
<td>Yes, Shade Trees</td>
<td>Side (N/E)</td>
<td>Some Oak, Palm, and Accent Trees</td>
<td>Palm near and beneath power lines, Palms</td>
</tr>
<tr>
<td>4</td>
<td>South Shore</td>
<td>30th</td>
<td>1ST</td>
<td>46th Street North</td>
<td></td>
<td>South</td>
<td>Yes, Shade Trees</td>
<td>Side (N/E)</td>
<td>Some Oak, Palm, and Accent Trees</td>
<td>Palm near and beneath power lines, Palms</td>
</tr>
<tr>
<td>5</td>
<td>South Shore</td>
<td>30th</td>
<td>1ST</td>
<td>46th Street North</td>
<td></td>
<td>South</td>
<td>Yes, Shade Trees</td>
<td>Side (N/E)</td>
<td>Some Oak, Palm, and Accent Trees</td>
<td>Palm near and beneath power lines, Palms</td>
</tr>
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**Notes:**
- Areas marked with an "OE" denote areas with Overhead Electric (power lines).
<table>
<thead>
<tr>
<th>Street Name</th>
<th>Direction</th>
<th>Size</th>
<th>Remarks</th>
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<th>Water Lines</th>
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<tr>
<td>54th Avenue North</td>
<td>NE to SW</td>
<td>25'</td>
<td>re-vegetate Plants on both sides, native, or native under road.</td>
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<tr>
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<td>3</td>
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<td>Yes</td>
<td>Power</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

Additional notes:
1. Corridor assessment matrix and graphics are not be considered construction documents.
2. Actual tree locations are dependent upon preferred offsets from above and underground utilities and infrastructure.
3. Power and electric utilities are not be considered construction documents.
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution approving Amendment No. 1 to Task Order No. 16-06-KHA/T dated March 2, 2017, between the City of St. Petersburg, Florida ("City") and Kimley-Horn and Associates, Inc. ("A/E") for A/E to provide professional engineering services for the final design and construction plans of the Southwest Water Reclamation Facility (SWWRF) Access Improvements Project in an amount not to exceed $58,142.00, for a total amount not to exceed $140,535.44 (Engineering Project No. 17064-111; Oracle No. 15967); approving a supplemental appropriation in the amount of $292,128.00 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF SW Access Improve FY17 Project (15967) to provide the necessary funding for this Task Order and other project related costs such as engineering services, contingency and other soft costs and construction costs; authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date.

EXPLANATION: 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.

On June 1, 2016, the City Council approved an A/E Agreement between the City of St. Petersburg and Kimley-Horn and Associates, Inc. ("A/E") to furnish professional engineering services related to the design and construction of Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects.

On March 2nd, 2017 City Council approved Task Order No. 16-06-KHA/T in the amount of $82,393.44 to provide intersection safety improvements analysis for a westbound turn-lane along 54th Ave. South. This approval included $10,000.00 of owner contingency.

On March 7th, 2017 A/E was authorized in the amount of $72,393.44 for a scope of services to included, but not limited to, data collection, traffic operational and crash analysis, coordination with FDOT for technical memorandum and justification summary memorandum, public coordination and concept plans for adding a new westbound left turn lane on 54th Avenue South at 41st Street. This comprehensive traffic study extended along 54th Avenue S between the I-275 and Avenue of the States.

On June 19, 2017 A/E owner contingency was authorized in the amount of $1,985.97 to include a 72-hour count analysis required by FDOT.

Amendment No.1 in the amount of $58,142.00 will provide funding for FDOT permit preparation and coordination, and final design of the left turn lane. The aggregate Task Order amount is $140,535.44
The supplemental appropriation will also provide funding for city construction engineering, inspection and testing services, and a probable construction cost of $213,544.

Task Order No. 16-06-KHA/T and Amendment to Task Order No. 16-06-KHA/T include the following phases and associated not to exceed fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
</tr>
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<tr>
<td>Traffic Study Phase and Conceptual Construction Plans</td>
<td>$82,393.44</td>
</tr>
<tr>
<td>Final Design Phase and Construction Plans</td>
<td>$58,142.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$140,535.44</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** Administration recommends approving Amendment No. 1 to Task Order No. 16-06-KHA/T dated March 2, 2017, between the City of St. Petersburg, Florida ("City") and Kimley-Horn and Associates, Inc. ("A/E") for A/E to provide professional engineering services for the final design and construction plans of the Southwest Water Reclamation Facility (SWWRF) Access Improvements Project in an amount not to exceed $58,142.00, for a total amount not to exceed $140,535.44 (Engineering Project No. 17064-111; Oracle No. 15967); approving a supplemental appropriation in the amount of $292,128.00 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF SW Access Improve FY17 Project (15967) to provide the necessary funding for this Task Order and other project related costs such as engineering services, contingency and other soft costs and construction costs; authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds will be available after the supplemental appropriation in the amount of $292,128.00 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF SW Access Improve FY17 Project (15967).

**ATTACHMENTS:** Resolution

Amendment No.1 to Task Order No. 16-06-KHA/T

**APPROVALS:**

mg Administrative

[Signature]

[Signature]

Budget
RESOLUTION NO. 2017-

A RESOLUTION APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 16-06-KHA/T DATED MARCH 2, 2017, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND KIMLEY-HORN AND ASSOCIATES, INC. ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN AND CONSTRUCTION PLANS OF THE SOUTHWEST WATER RECLAMATION FACILITY (SWWRF) ACCESS IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $58,142.00, FOR A TOTAL AMOUNT NOT TO EXCEED $140,535.44 (ENGINEERING PROJECT NO. 17064-111; ORACLE NO. 15967); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $292,128 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF SW ACCESS IMPROVE FY17 PROJECT (15967) TO PROVIDE THE NECESSARY FUNDING FOR THIS TASK ORDER AND OTHER PROJECT RELATED COSTS SUCH AS ENGINEERING SERVICES, CONTINGENCY AND OTHER SOFT COSTS AND CONSTRUCTION COSTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 1, 2016, the City Council approved an A/E Agreement between the City of St. Petersburg ("City") and Kimley-Horn and Associates, Inc. ("A/E") for A/E to provide professional engineering services related to the design and construction of Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, Task Order No. 16-06-KHA/T was approved by City Council under this A/E Agreement on March 2, 2017 in the amount of $82,393.44; and

WHEREAS, Amendment No.1 in the amount of $58,142.00 will provide funding for FDOT permit preparation and coordination, final design and construction plans for the left turn lane; and

WHEREAS, a supplemental appropriation in the amount of $292,128 is necessary to provide the necessary funding for this task order and other project related costs such as City engineering services, contingency and other soft costs, and construction costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Amendment No. 1 to Task Order No. 16-06-KHA/T pursuant to the A/E Agreement dated March 2, 2017, between the City of St. Petersburg, Florida ("City") and Kimley-

1
Horn and Associates, Inc. ("A/E") for A/E to provide professional engineering services for the final design and construction plans of the Southwest Water Reclamation Facility (SWWRF) Access Improvements Project in an amount not to exceed $58,142.00, for a total amount not to exceed of $140,535.44 (Engineering Project No. 17064-111; Oracle No. 15967) is hereby approved.

BE IT FURTHER RESOLVED by the City Council 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) for FY17 to provide the necessary funding for this Task Order and other project related costs such as city engineering services contingency and other soft costs and construction costs:

Water Resources Capital Projects Fund (4003)  
WRF SW Access Improve FY17 Project (15967)  
$292,084

This resolution shall become effective immediately upon its adoption.

Approved by:  

Approved by:  

City Attorney (Designee)  
00331608  

Brijesh Prayman, PE, SP, ENV  
Engineering & Capital Improvements Director

Budget Director
This Amendment No. 1 to Task Order No. 16-06-KHA/T is made and entered into this day of __________, 201__, 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

Under Task Order No. 16-06-KHA/T 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 South West Water Reclamation Facility (SWWRF).

Under Revision No. 1 to Task Order No. 16-06-KHA/T, the A/E conducted 72-hour counts as required by the FDOT and updated the technical memo for submittal to FDOT.

The A/E, under this Amendment No. 1 to Task Order No. 16-06-KHA/T, will prepare construction plans for the left turn lane into the SWWRF facility located at the west end of the I-275 off-ramp based on the approved left turn lane concept. Plans and construction permits will be coordinated and submitted to the City, SWRWMD and FDOT for approval.

II. SCOPE OF SERVICES

Task 9 – Data Collection

The A/E will perform a field visit to identify conflicts and the feasibility of the proposed design. The A/E will review existing available information and obtain previously prepared survey and utility information from FDOT's design consultant. The A/E will rely on the queueing analysis performed in the initial task work order to determine length of turn lane required. No further data collection is included in this scope of work.

Task 10 – 90% Turn Lane Plans and Opinion of Probable Cost

The A/E shall prepare 90% construction plans for the turn lane improvements and associated signing and pavement marking plans. The 90% plans and opinion of probable cost will be submitted to FDOT and the City for review. The 90% plans will be sent out to all utility providers with facilities along the corridor as identified by Sunshine One-Call. Upon review of the plans the City and FDOT will submit any comments in writing to the A/E. At which time the A/E will respond to comments and make required revisions to the plans.
The A/E will attend and document the following anticipated meetings:

- (One) 90% utility coordination meeting
- (One) Comment review meeting with City/FDOT staff if required
- (One) SWFWMD Pre-Application
- (One) FDOT Pre-Application

The construction plans will consist of the following sheets

- One key sheet
- One signature sheet
- One summary of pay items sheet
- Summary of quantities sheets (up to 4 anticipated)
- One typical section
- One general notes sheet
- Plan sheets
- Drainage structure section sheet
- Cross section sheets
- Temporary traffic control plan
- One signing and pavement marking key sheet
- One tabulation of quantities sheet (SAPM)
- One signing and pavement marking general notes
- Signing and pavement marking plan sheets

The A/E assumes that the pavement design for the widening and resurfacing improvements currently underway by FDOT will be sufficient for these turn lane improvements.

**Task 11 – Permit Coordination**

**A). SWFWMD Coordination**

The A/E will prepare preliminary plans for use in coordination with SWFWMD. It is anticipated that these turn lane improvements will qualify under as an exemption as the turn lane is less than 0.25 miles in length. The A/E will attend a pre-application meeting and will submit a permit application or letter of exemption and a set of plans to SWFWMD to obtain approval for the turn lane improvements.

**B). FDOT Coordination**

The A/E will prepare preliminary plans for use in coordination with FDOT. It is anticipated that these turn lane improvements will require an Access Management and a Drainage Connection permit or letter of exemption. The A/E will attend a pre-application meeting and will submit a permit application or letter of exemption and a set of plans to FDOT to obtain all the necessary approvals required by FHWA and FDOT.

**Task 12 – 100% Turn Lane Plans and Opinion of Probable Cost**

The A/E will then bring the plans and opinion of probable cost to 100% level of completion. The A/E will include pertinent utility information obtained through coordination with utility providers. Once completed, the 100% plans will be resubmitted to the City and FDOT for concurrence and final comment. After resolving any final comments the plans will be prepared for bidding.
The A/E will attend the following anticipated meetings:

- (One) 100% utility coordination meeting (If required)
- (One) Comment review meeting with City/FDOT staff (If required)

**Task 13 – Project Administration**

During the execution of this project, the A/E shall provide all project management and administration functions, including QA/QC, supervision, coordination, attendance at required project meetings, preparation of meeting minutes, and management of schedule/budget.

**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 a two-week review and turnaround time from FDOT, FHWA and the CITY:

<table>
<thead>
<tr>
<th>Task</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 9 – Data Collection</td>
<td>1 week</td>
</tr>
<tr>
<td>Task 10 – 90% Turn Lane Plans and Opinion of Probable Cost</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Task 11 – SWFWMD and FDOT Coordination</td>
<td>1 weeks</td>
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<td>Task 12 – 100% Turn Lane Plans and Opinion of Probable Cost</td>
<td>6 weeks</td>
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<td>Task 13 - Project Administration</td>
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<tr>
<td><strong>TOTAL TIME FROM NTP TO CONST.</strong></td>
<td><strong>13 weeks (includes reviews &amp; meetings)</strong></td>
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</table>

**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:

- Review and comment on the A/E’s deliverables.
- Participation in any required utility coordination meetings

**VI. DELIVERABLES**

Deliverables for this Task Order will consist of the following:

- 90% construction plans and opinion of probable cost
• 100% construction plans and opinion of probable cost
• Final Bid Plans

VII. A/E'S COMPENSATION

For work under Tasks 9 through 13, the CITY shall compensate the A/E in a lump sum amount of $48,142.00 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 of any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total for Tasks 9 through 13 and the Allowance is $58,142.00.

VIII. PROJECT TEAM

Work under this amendment will be completed by the A/E. This task work order is not anticipated to require a sub-consultant at this time.

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 16-06-KHA/T and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 16-06-KHA/T 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: __________________________
Wayne White
Associate
(Printed Name and Title)

Date: 6/9/2017

WITNESSES:

By: __________________________
(Printed Name)

By: __________________________
(Printed Name)

By: __________________________
(Printed Name)
## APPENDIX B
### Work Task Breakdown
**CITY of St. Petersburg SWWRF Left Turn Lane Construction Plans**

### I. Manpower Estimate: All Tasks

<table>
<thead>
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<th>Direct labor Rates Classifications</th>
<th>Project Manager</th>
<th>Principal</th>
<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Engineering Intern</th>
<th>Engineering Intern</th>
<th>Designer</th>
<th>Admin Professional</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<td>Project Role</td>
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<td>Drainage</td>
<td>Roadway</td>
<td>Analysis</td>
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<td>Cost Production</td>
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<td>Paquet</td>
<td>Leap</td>
<td>Strasheim</td>
<td>Reid</td>
<td>Donahue</td>
<td>Johnson</td>
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<td>Direct Salary</td>
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<td>Overhead 152.15%</td>
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### II. Fee Calculation

<table>
<thead>
<tr>
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<th>Labor Cost</th>
<th>Expenses $</th>
<th>Subconsultant Services $</th>
<th>Mark-up on Subconsultant Services $</th>
<th>Allowance $</th>
<th>Total Cost Without Allowance $</th>
<th>Total Cost With Allowance $</th>
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<td>$5,977.40</td>
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<tr>
<td><strong>Total</strong></td>
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<td>-</td>
<td>-</td>
<td><strong>$48,142.00</strong></td>
<td>$48,142.00</td>
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</tbody>
</table>

### III. Fee Limit

- **Lump Sum Cost**: $48,142.00
- **Allowance**: $20,000.00
- **Total**: $58,142.00

### IV. Notes:

1. **Rate x overhead + profit (per contract)**
2. **No separate expenses. Expenses included with rates (1)**
3. **Allowance to be used only upon City's written authorization**
4. **Includes 10 percent markup of SUBCONSULTANT (per contract)**
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approval of Consent Order OGC File No. 16-1280 (Revised) – Supplemental Information

EXPLANATION: The attached Consent Order previously provided in add/deletes has been revised to include the following additional changes:

Paragraph 4. d. has been amended to note that the application for renewal of this permit is pending.

Paragraph 6. e. has been modified by changing the date for completion and submission of the Integrated Water Resources Master Plan (“Master Plan”) to FDEP from June 1, 2019 to December 31, 2019.

Paragraph 6. h. has been modified to require the review and consideration of I/I data currently being collected in the Master Plan in establishing the annual level of maintenance and capital expenditures necessary to reduce I/I. That paragraph also modifies that provision related to completing certain maintenance activities no later than January 31, 2022.

Paragraph 13. c. has been added back to the Consent Order. That paragraph had been deleted inadvertently in a prior draft.

Additional typographical, formatting and punctuation corrections have been made which are not specifically shown on the documents.

ATTACHMENT: Revised Consent Order (red lined and clean versions both provided)

APPROVALS:

[Signature]
City Attorney (Designee)
BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

v.

CITY OF ST. PETERSBURG

OGC FILE NO. 16-1280

CONSENT ORDER

This Consent Order (Order) is entered between the State of Florida Department of Environmental Protection (Department) and the City of St. Petersburg (Respondent or City) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (Fla. Stat.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (Fla. Admin. Code). The Department has jurisdiction over the matters addressed in this Order.

2. The Respondent is a municipal corporation in the State of Florida and a person within the meaning of Section 403.031(5), Fla. Stat.

3. The Respondent is the owner and operator of the following wastewater treatment facilities (Facilities) and associated wastewater collection/transmission systems (Systems), as well as the operator of the municipal separate storm sewer systems (MS4) operated under State of Florida Municipal Separate Storm Sewer System NPDES Permit No. FLS000007-004 (MS4 Permit), serving the City of St. Petersburg and other portions of Pinellas County:

   - Albert Whitted Water Reclamation Facility 601 8th Ave. S.E.
   - Northeast Water Reclamation Facility 1160 62nd Ave. N.E.
   - Northwest Water Reclamation Facility 7500 26th Ave. N.
   - Southwest Water Reclamation Facility 3800 54th Ave. S.
   - St. Petersburg Master Reuse System 1650 Third Ave. N.

4. The Facilities are further described as follows:
a. Albert Whitted Water Reclamation Facility (Albert Whitted Facility), a 12.4 million gallons per day (MGD) annual average daily flow (AADF), Type I modified conventional activated sludge domestic wastewater treatment plant. The Albert Whitted Facility is operating pursuant to Wastewater Permit No. FLA128830 (Albert Whitted Facility Permit), issued on June 1, 2017. The Albert Whitted Facility is located at 601 8th Avenue Southeast, St. Petersburg, in Pinellas County, Florida (Albert Whitted Property). The Respondent owns the Albert Whitted Property on which the Albert Whitted Facility is located.

b. Northeast Water Reclamation Facility (Northeast Facility), a 16.0 million gallons per day (MGD) annual average daily flow (AADF), Type I complete-mix activated sludge domestic wastewater treatment plant. The Northeast Facility is operated under Wastewater Permit No. FLA128856 (Northeast Permit), which became effective on June 13, 2016, and will expire on June 12, 2021. The Northeast Facility is located at 1160 62nd Ave Northeast, St. Petersburg, in Pinellas County, Florida (Northeast Property). The Respondent owns the Northeast Property on which the Northeast Facility is located.

c. Northwest Water Reclamation Facility (Northwest Facility), a 20.0 million gallons per day (MGD) annual average daily flow (AADF), Type I, complete mix activated sludge, domestic wastewater treatment plant. The Northwest Facility is operated under Wastewater Permit No. FLA128821 (Northwest Permit), which became effective on September 14, 2015, and will expire on September 13, 2020. The Northwest Facility is located at 7500 26th Avenue North, St. Petersburg, in Pinellas County, Florida (Northwest Property). The Respondent owns the Northwest Property on which the Northwest Facility is located.

d. Southwest Water Reclamation Facility (Southwest Facility), a 20.0 million gallons per day (MGD) annual average daily flow (AADF), Type I, complete mix activated sludge, domestic wastewater treatment plant. The Southwest Facility is operated under Wastewater Permit No. FLA128848 (Southwest Permit), which became effective on June 29, 2015, revised on July 29, 2015, and will expire on June 28, 2017. The renewal application for the Southwest Permit is currently pending before the Department. The Southwest Facility is located at 3800 54th Avenue South, St. Petersburg, in Pinellas County, Florida (Southwest Property). The Respondent owns the Southwest Property on which the Southwest Facility is located.
e. St. Petersburg Master Reuse System (St. Petersburg Reuse), a 56 million gallons per day (MGD) annual average daily flow (AADF), Part III slow-rate public access master reuse system. The St. Petersburg Reuse is operated under Wastewater Permit No. FLA012881 (St. Petersburg Permit), which became effective on April 11, 2013, and will expire on April 10, 2023. The St. Petersburg Reuse is located city-wide with offices at 1650 3rd Avenue North, St. Petersburg, in Pinellas County, Florida (St. Petersburg Property).

5. The Department makes the following findings of fact and conclusions of law to which the Respondent neither admits nor denies:

a. Beginning in July 25, 2015, and continuing through August 22, 2015 several weather systems moved into and stalled over the State of Florida bringing heavy rainfall, strong winds, tidal surge, record river flood staging, flash floods and heavily saturated ground.

b. From August 2, 2015 through August 10, 2015, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of approximately 31.5 million gallons of untreated wastewater and effluent. The Respondent reported these discharges to the Department.

c. On August 6, 2015, Governor Rick Scott issued Executive Order Number 15-158, declaring a State of Emergency for Severe Weather and Flooding in Five Counties, which included Dixie, Hillsborough, Pasco, Pinellas and Taylor Counties. Section 3 delegates Local Government Agencies the authority to waive or deviate from their respective rules, ordinances, or orders.

d. On June 6, 2016, Governor Rick Scott issued Executive Order Number 16-136, declaring a State of Emergency for Tropical Storm Colin, which included 34 counties including Pinellas County. Section 4 authorizes some State, regional and local agencies and other governmental bodies, in responding to the emergency, to waive or deviate from the statutes, rules ordinances, and orders they administer.

e. From June 6, 2016 through June 9, 2016, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of approximately 230,000 gallons of untreated
wastewater and effluent through overflows at manholes and 9.77 million gallons of partially treated wastewater through the emergency outfall at Albert Whitted Facility. The Respondent reported these discharges to the Department.

f. On August 31, 2016 Governor Rick Scott issued Executive Order Number 16-205, declaring a State of Emergency for Tropical Depression #9, which included 42 counties (expanded to 51 counties), which included Pinellas County. Section 4 authorizes some State, regional and local agencies and other governmental bodies, in responding to the emergency, to waive or deviate from the statutes, rules ordinances, and orders they administer.

g. From August 31, 2016 through September 13, 2016, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of an unknown volume of untreated wastewater and effluent through overflows at manholes and lift stations; and between 78 and 93 million gallons of partially treated wastewater through the emergency outfall at the Albert Whitted Facility; and 58 million gallons of partially treated effluent from the Northwest Facility to adjacent properties to the south and into Jungle Lake to the north. Additionally, 220.51 million gallons of partially treated effluent was disposed into the deep injection wells at the Northwest Facility and 561 million gallons of partially treated effluent was disposed into the deep injection wells at the Southwest Facility. The Respondent reported these discharges to the Department. An attempt was made to open an outfall to Boca Ciega Bay that was not successful and resulted in less than 1000 gallons of discharge from two manholes on 26th Avenue N, adjacent to the Northwest Facility. The Respondent reported this discharge to the Department.

h. Other unpermitted discharges and/or discharges in violation of Respondent’s MS4 Permit, occurring between 2011 and 2016, from several of the Facilities and Systems were reported to the Department by the Respondent and were considered by the Department and resolved by this Consent Order.

i. The facts contained in paragraphs 5b, 5e, 5g and 5h constitute violations by the Respondent of Fla. Admin. Code R. 62-600.410(1) and (3), 62-604.130(1) and, 62-604.130(4), as well as Section 403.161(1)(b) Fla. Stat.
Having reached a resolution of the matter, Respondent and the Department mutually agree and it is ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

   a. No later than February 1, 2018, design and complete a “splitter box” to bypass headworks and provide disc filters to the Southwest Facility to increase peak capacity. No later than September 30, 2019, complete construction on the Southwest Facility’s treatment improvements to increase its maximum daily treatment capacity (SW Construction). SW Construction shall include but not necessarily be limited to improvements of the headworks and screening capacity; addition of a fourth secondary clarifier; additional effluent dual media filters and/or conversion to an alternate filtration technology; addition of a third chlorine contact basin; additional effluent pumps; additional and sufficient piping modifications to handle additional flow; and

   b. No later than February 28, 2018, complete construction of at least one of the two new injection wells at the Southwest Facility (SW Injection); No later than September 30, 2017, complete design and permitting for the SW Injection; No later than October 31, 2017, advertise for the construction of the SW Injection; and

   c. No later than February 28, 2018, complete construction of the new effluent filter at the Northwest Facility (NW Effluent Filter); No later than January 2017 begin design NW Effluent Filter; No later than October 31, 2017, begin construction of NW Effluent Filter; and

   d. No later than February 28, 2018, complete construction of a new injection well at the Northwest Facility (NW Injection); No later than September 30, 2017 complete design and permitting for the NW Injection; No later than October 31, 2017 advertise for the construction of the NW Injection; pumping upgrades shall be made to increase pressure at the new well(s) and;

   e. On June 1, 2018, Respondent shall submit to the Department a status update on the Integrated Water Resources Master Plan for evaluating current and future capabilities of Respondent’s Facilities and Systems referenced in paragraph 3 and 4. No later than December 31, 2019, Respondent shall complete and submit to the Department the Integrated Water Resources Master Plan which will provide for 1) modelling of the Facilities and Systems to determine the Facilities required to meet the planned level of service; 2) a long term Capital Improvement Plan for implementing identified potable water, reclaimed water, stormwater, and wastewater projects; 3) an
assessment of needs to optimize and prioritize the investment into the System to maximize the benefits to meet environmental compliance and City needs; 4) Integrated plan to provide funding for the construction and processes to manage stormwater and wastewater projects; 5) a plan that incorporates the findings of the Flow Mitigation Report referenced below, to provide for the priority and schedule for further projects and management to reduce stormwater inflow and infiltration into the Systems; and 6) identify the necessary annual level of maintenance and capital expenditure necessary to properly maintain the Systems in the long term; and

f. As part of the Integrated Water Resources Master Plan, Respondent shall include a conclusion, with justification, whether Respondent should reopen the Albert Whitted Facility. If Respondent concludes it should reopen the Albert Whitted Facility, Respondent shall provide a timeline with associated measures required to reopen. If Respondent concludes it should not reopen the Albert Whitted Facility, then Respondent shall include a plan for providing alternative replacement capacity; and

g. No later than December 31, 2018, submit the final report of Respondent’s Wet Weather Flow Mitigation Program (Flow Mitigation Report). The Flow Mitigation Report at a minimum shall provide the results of the flow monitoring study, a ranking of basins and the results of the inflow and infiltration (I/I) study, and identify all areas within the Systems in need of replacement or rehabilitation. No later than December 31, 2016, Respondent shall complete first collection cycle of field data. No later than December 31, 2017, Respondent shall complete second collection cycle of field data. No later than October 31, 2018, Respondent shall complete data evaluation and update the hydraulic model. No later than December 31, 2018, Respondent shall use the hydraulic model to simulate a stress test of the Systems and submit the Flow Mitigation Report to the Department; and

h. As presented to the St. Petersburg City Council on October 20, 2016, the City has committed to spending $14 million per year (adjusted on an annual basis starting on July 1, 2018, by the United States Government Bureau of Labor Statistics, CPI for All Urban Customers: Water and Sewage Maintenance) on pipe and lateral lining and replacement (including private laterals as determined appropriate by the City), and manhole rehabilitation (collectively Maintenance) for at least the next five years. In addition to this five year commitment, the City shall as part of the Integrated Water Resources Master Plan identify the necessary annual level of Maintenance and
capital expenditure necessary to properly maintain the Systems in the long term. The Integrated Water Resource Master Plan shall include the review and consideration of the I/I reduction data that is currently being gathered by the City’s consultants in establishing the annual level of Maintenance and capital expenditures necessary to continue reduce I/I within the wastewater collection system. The replacement Maintenance shall target the areas of greatest I/I first. No later than January 31, 2022, the City shall (i) complete the Maintenance in the targeted collection system areas lining or replacement of the identified deteriorated pipes and public laterals within the City of St. Petersburg as recommended in the Flow Mitigation Report and in accordance with the annual funding commitments made herein and (ii) the City shall pass an ordinance regarding the replacement of private laterals that contribute to I/I to the City’s Systems; and

i. No later than April 30, 2017, renew existing manhole rehabilitation contract and finish year 2 of existing cured in place pipe (CIPP) mainline sewer lining contract; No later than April 30, 2017, renew existing CIPP mainline sewer lining contract; No later than June 30, 2017, award a second CIPP mainline sewer and public laterals lining contract; and

j. Beginning 30 days from the effective date of this Order and continuing semiannually thereafter, the Respondent shall submit a written report (Implementation Report) to the Department summarizing the status of implementing paragraphs 6a through 6i and proposing any modifications deemed essential to minimize wastewater overflows from the Systems and Facilities (i.e. the Implementation Report shall be due on January 28 and July 28 each year during the pendency of this Order). Any modifications are subject to Department approval. The Implementation Report shall also include a projection of the work to be performed during the following year.

7. Upon the effective date of this Order, Respondent shall report to the Department all unpermitted wastewater and effluent discharges from the Systems and the Facilities as soon as possible, but within 24 hours from the time the Respondent becomes aware of the discharge, as required by 62-604.550 and 62-620.610(20) Fla. Admin. Code R., respectively.

8. No later than December 31, 2017, complete and submit to the Department a Water Quality Monitoring Assessment Report providing for 1) the identification of the public use of recreational waters in and around the area(s) of the potential wastewater discharge to such waters; 2) the evaluation of effectiveness of the existing monitoring program to detect changes to receiving water bodies and provide recommendations for baseline, wet weather condition, and compliance testing.
frequency, parameters and process; 3) the analysis of the need for soil testing at potential wastewater discharge outfalls; 4) the identification of any water quality data gaps in existing monitoring to ensure adequate coverage for determining the effects of any wastewater discharge to the water body; 5) the creation of a Water Quality Report Card to be published on the Respondent’s website and distributed to the public. By April 30, 2018, Respondent shall update its Capacity, Management, Operation, and Maintenance (CMOM) Program for its Systems. This shall be done in accordance with USEPA document 305-B-05-002, dated January 2005, and shall contain an updated Sanitary Sewer Overflow Response Plan, which in turn, shall contain detailed provisions for environmental monitoring derived from the Water Quality Monitoring Assessment Report. The Respondent will also include a detailed section in the CMOM on public notification providing for posting of signage within 24 hours of a wastewater discharge at or near recreational waters identified in the Water Quality Monitoring Assessment Report and the method for public notification within 24 hours of wastewater discharges to Waters of the State to Respondent’s website, social media and other media outlets.

9. In any event, by December 31, 2022, and thereafter, the Facilities and Systems shall be in compliance with all Department rules that are the subject of this Consent Order.

10. Within 90 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

11. Within 60 days of the effective date of this Order, Respondent shall pay the Department $10,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

12. Respondent agrees to pay to the Department stipulated penalties in the amount of $1,000.00 per day for each day Respondent fails to comply with paragraphs 6 through 9, 16 through 18 and 32 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department’s issuance of written demand for payment, and shall do so as further described in paragraph 19, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. If the Department is required to file suit to recover stipulated penalties, the
For any discharge of wastewater from any of Respondent's Facilities or Systems through a point source not permitted in any NPDES permit, as well as any overflow, spill or release of wastewater to public or private property from any of Respondent's Facilities or Systems (Discharge), Respondent agrees to pay to the Department stipulated penalties as follows:

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<th>Amount per day per Discharge</th>
<th>Discharge Volume</th>
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<tbody>
<tr>
<td>$500.00</td>
<td>up to 5,000 gallons</td>
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<td>5,001 to 10,000 gallons</td>
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<td>$2,500.00</td>
<td>10,001 to 25,000 gallons</td>
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<tr>
<td>$5,000.00</td>
<td>25,001 to 100,000 gallons</td>
</tr>
<tr>
<td>$10,000.00</td>
<td>more than 100,000 gallons</td>
</tr>
</tbody>
</table>

b. Under this paragraph, the term "day" shall mean each successive 24-hour period after the commencement of the Discharge. Each Discharge shall be considered to have ceased when the Discharge has ceased. The Department will evaluate each Discharge on a case-by-case basis and the Department may decide at its sole discretion not to collect or demand a penalty. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 19, below. On an assessed penalty under this paragraph, the Respondent may elect to off-set the penalty amount by implementing a Department approved Pollution Prevention (P2) Project. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order.

c. Respondent shall not be liable for stipulated penalties under paragraph 13 above if Respondent demonstrates that the Discharge was caused by an Act of God, vandalism, a non-Respondent contractor, or any act of a third party not working directly or indirectly on behalf of Respondent and Respondent demonstrates that it has used all reasonable measures to prevent such Discharge.

d. If the Department is required to file suit to recover stipulated penalties, the Department will not be foreclosed from seeking civil penalties for violations of this Order or any other provision of law in an amount greater than the stipulated penalties under this paragraph.
14. Within 30 days after the effective date of this Order, Respondent shall pay to the Department $810,000.00 as a civil penalty for the violations in paragraph 5.

15. In lieu of making cash payment of $810,000.00 in civil penalties as set forth in Paragraph 14, Respondent may elect to off-set the amount of $810,000.00 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, to be eligible for civil penalty offset under this Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election by certified mail within 30 days of the effective date of this Order.

16. If Respondent elects to implement a P2 Project as provided in Paragraph 15, Respondent shall submit a completed P2 Project Plan (Plan) within 90 days of the effective date of this Order. The Plan must be completed using Exhibit 1, “P2 Project Plan” template.

17. In the event the Department requires additional information to process the Plan described in Paragraph 15, Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

18. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

19. Respondent shall make all payments required by this Order by cashier's check, money order, City check or on-line payment. Cashier's check, money order, or City check shall be made payable to the “Department of Environmental Protection” and shall include both the OGC number assigned to this Order and the notation “Water Quality Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal: http://www.depportal.com/go/pay/. It will take several days after this order is final and effective filed with the Clerk of the Department before ability to make online payment is available.

20. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Kelley Boatwright (KelleyBoatwright@dep.state.fl.us) Department of Environment-
21. Respondent shall allow all authorized representatives of the Department access to the Facilities and the properties referenced in paragraphs 3 and 4 at reasonable times for determining compliance with the terms of this Order and the rules and statutes administered by the Department.

22. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent’s due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as “contractor”) to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor’s late performance was also beyond the contractor’s control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days, notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent’s right to request an extension of time for compliance for those circumstances.

23. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent’s complete compliance with all the terms of this Order.
24. This Consent Order covers all SSOs and discharge violations, including unpermitted discharges and any discharges in violation of Respondent’s MS4 Permit, that occurred from any of Respondent’s Facilities or Systems and that were known by the Department as of the effective date of this Consent Order.

25. This Order is a settlement of the Department’s civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

26. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

27. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties up to $10,000.00 per day per violation, and criminal penalties.

28. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to Section 120.68, Fla. Stat.

29. Electronic signatures or other versions of the parties’ signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

30. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of Section 403.161(1)(b), Fla. Stat.

31. This Order is a final order of the Department pursuant to Section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Order will not be effective until further order of the Department.
32. Respondent shall publish the following notice in a newspaper of daily circulation in Pinellas County, Florida. The notice shall be published one time only within 15 days of the effective date of this Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering a Consent Order with the City of St. Petersburg, pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses alleged unpermitted wastewater and effluent and stormwater discharges from the City's stormwater facilities and wastewater reclamation facilities and associated wastewater collection/transmission systems to State waters, and the implementation plan to minimize further discharges. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, Florida 33637-0926.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all the following information:

a) The OGC Number assigned to this Consent Order;

b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the proceeding;

c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;

d) A statement of when and how the petitioner received notice of the Consent Order;

e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;

g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Florida Department of Environmental Protection, Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, Florida 33637-0926. Failure to file a petition within the 21-day period
constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

33. Rules referenced in this Order are available at


FOR THE RESPONDENT:

__________________________________________
Rick Kriseman
Mayor
City of St. Petersburg

DONE AND ORDERED this _____ day of ________________, 2017 in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

__________________________________________
Mary E. Yeargan, PG
District Director
DEP vs. City of St. Petersburg
Consent Order, OGC No. 16-1280
Page 15 of 15

Southwest District Office

FILED, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Attachments: Exhibit 1: P2 Project Plan

Copies furnished to:
Lea Crandall, Agency Clerk, Mail Station 35

4839-5787-7067, v. 1
CONSENT ORDER

This Consent Order (Order) is entered between the State of Florida Department of Environmental Protection (Department) and the City of St. Petersburg (Respondent or City) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (Fla. Stat.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (Fla. Admin. Code). The Department has jurisdiction over the matters addressed in this Order.

2. The Respondent is a municipal corporation in the State of Florida and a person within the meaning of Section 403.031(5), Fla. Stat.

3. The Respondent is the owner and operator of the following wastewater treatment facilities (Facilities) and associated wastewater collection/transmission systems (Systems), as well as the operator of the municipal separate storm sewer systems (MS4) operated under State of Florida Municipal Separate Storm Sewer System NPDES Permit No. FLS000007-004 (MS4 Permit), serving the City of St. Petersburg and other portions of Pinellas County:
   - Albert Whitted Water Reclamation Facility 601 8th Ave. S.E.
   - Northeast Water Reclamation Facility 1160 62nd Ave. N.E.
   - Northwest Water Reclamation Facility 7500 26th Ave. N.
   - Southwest Water Reclamation Facility 3800 54th Ave. S.
   - St. Petersburg Master Reuse System 1650 Third Ave. N.

4. The Facilities are further described as follows:
a. Albert Whitted Water Reclamation Facility (Albert Whitted Facility), a 12.4 million gallons per day (MGD) annual average daily flow (AADF), Type I modified conventional activated sludge domestic wastewater treatment plant. The Albert Whitted Facility is operating pursuant to Wastewater Permit No. FLA128830 (Albert Whitted Facility Permit), issued on June 1, 2017. The Albert Whitted Facility is located at 601 8th Avenue Southeast, St. Petersburg, in Pinellas County, Florida (Albert Whitted Property). The Respondent owns the Albert Whitted Property on which the Albert Whitted Facility is located.

b. Northeast Water Reclamation Facility (Northeast Facility), a 16.0 million gallons per day (MGD) annual average daily flow (AADF), Type I complete-mix activated sludge domestic wastewater treatment plant. The Northeast Facility is operated under Wastewater Permit No. FLA128856 (Northeast Permit), which became effective on June 13, 2016, and will expire on June 12, 2021. The Northeast Facility is located at 1160 62nd Ave Northeast, St. Petersburg, in Pinellas County, Florida (Northeast Property). The Respondent owns the Northeast Property on which the Northeast Facility is located.

c. Northwest Water Reclamation Facility (Northwest Facility), a 20.0 million gallons per day (MGD) annual average daily flow (AADF), Type I, complete mix activated sludge, domestic wastewater treatment plant. The Northwest Facility is operated under Wastewater Permit No. FLA128821 (Northwest Permit), which became effective on September 14, 2015, and will expire on September 13, 2020. The Northwest Facility is located at 7500 26th Avenue North, St. Petersburg, in Pinellas County, Florida (Northwest Property). The Respondent owns the Northwest Property on which the Northwest Facility is located.

d. Southwest Water Reclamation Facility (Southwest Facility), a 20.0 million gallons per day (MGD) annual average daily flow (AADF), Type I, complete mix activated sludge, domestic wastewater treatment plant. The Southwest Facility is operated under Wastewater Permit No. FLA128848 (Southwest Permit), which became effective on June 29, 2015, revised on July 29, 2015, and will expire on June 28, 2017. The renewal application for the Southwest Permit is currently pending before the Department. The Southwest Facility is located at 3800 54th Avenue South, St. Petersburg, in Pinellas County, Florida (Southwest Property). The Respondent owns the Southwest Property on which the Southwest Facility is located.
e. St. Petersburg Master Reuse System (St. Petersburg Reuse), a 56 million gallons per day (MGD) annual average daily flow (AADF), Part III slow-rate public access master reuse system. The St. Petersburg Reuse is operated under Wastewater Permit No. FLA012881 (St. Petersburg Permit), which became effective on April 11, 2013, and will expire on April 10, 2023. The St. Petersburg Reuse is located city-wide with offices at 1650 3rd Avenue North, St. Petersburg, in Pinellas County, Florida (St. Petersburg Property).

5. The Department makes the following findings of fact and conclusions of law to which the Respondent neither admits nor denies:
   a. Beginning in July 25, 2015, and continuing through August 22, 2015 several weather systems moved into and stalled over the State of Florida bringing heavy rainfall, strong winds, tidal surge, record river flood staging, flash floods and heavily saturated ground.
   b. From August 2, 2015 through August 10, 2015, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of approximately 31.5 million gallons of untreated wastewater and effluent. The Respondent reported these discharges to the Department.
   c. On August 6, 2015, Governor Rick Scott issued Executive Order Number 15-158, declaring a State of Emergency for Severe Weather and Flooding in Five Counties, which included Dixie, Hillsborough, Pasco, Pinellas and Taylor Counties. Section 3 delegates Local Government Agencies the authority to waive or deviate from their respective rules, ordinances, or orders.
   d. On June 6, 2016, Governor Rick Scott issued Executive Order Number 16-136, declaring a State of Emergency for Tropical Storm Colin, which included 34 counties including Pinellas County. Section 4 authorizes some State, regional and local agencies and other governmental bodies, in responding to the emergency, to waive or deviate from the statutes, rules ordinances, and orders they administer.
   e. From June 6, 2016 through June 9, 2016, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of approximately 230,000 gallons of untreated
wastewater and effluent through overflows at manholes and 9.77 million gallons of partially treated wastewater through the emergency outfall at Albert Whited Facility. The Respondent reported these discharges to the Department.

f. On August 31, 2016 Governor Rick Scott issued Executive Order Number 16-205, declaring a State of Emergency for Tropical Depression #9, which included 42 counties (expanded to 51 counties), which included Pinellas County. Section 4 authorizes some State, regional and local agencies and other governmental bodies, in responding to the emergency, to waive or deviate from the statutes, rules ordinances, and orders they administer.

g. From August 31, 2016 through September 13, 2016, unpermitted discharges of wastewater and effluent from several of the Facilities and Systems into waters of the State and/or into adjacent canals, ditches and ponds that are connected to waters of the State occurred. These unpermitted discharges resulted in the release of an unknown volume of untreated wastewater and effluent through overflows at manholes and lift stations; and between 78 and 93 million gallons of partially treated wastewater through the emergency outfall at the Albert Whited Facility; and 58 million gallons of partially treated effluent from the Northwest Facility to adjacent properties to the south and into Jungle Lake to the north. Additionally, 220.51 million gallons of partially treated effluent was disposed into the deep injection wells at the Northwest Facility and 561 million gallons of partially treated effluent was disposed into the deep injection wells at the Southwest Facility. The Respondent reported these discharges to the Department. An attempt was made to open an outfall to Boca Ciega Bay that was not successful and resulted in less than 1000 gallons of discharge from two manholes on 26th Avenue N, adjacent to the Northwest Facility. The Respondent reported this discharge to the Department.

h. Other unpermitted discharges and/or discharges in violation of Respondent’s MS4 Permit, occurring between 2011 and 2016, from several of the Facilities and Systems were reported to the Department by the Respondent and were considered by the Department and resolved by this Consent Order.

i. The facts contained in paragraphs 5b, 5e, 5g and 5h constitute violations by the Respondent of Fla. Admin. Code R. 62-600.410(1) and (3), 62-604.130(1) and, 62-604.130(4), as well as Section 403.161(1)(b) Fla. Stat.
Having reached a resolution of the matter, Respondent and the Department mutually agree and it is **ORDERED:**

6. Respondent shall comply with the following corrective actions within the stated time periods:

   a. No later than February 1, 2018, design and complete a “splitter box” to bypass headworks and provide disc filters to the Southwest Facility to increase peak capacity. No later than September 30, 2019, complete construction on the Southwest Facility’s treatment improvements to increase its maximum daily treatment capacity (SW Construction). SW Construction shall include but not necessarily be limited to improvements of the headworks and screening capacity; addition of a fourth secondary clarifier; additional effluent dual media filters and/or conversion to an alternate filtration technology; addition of a third chlorine contact basin; additional effluent pumps; additional and sufficient piping modifications to handle additional flow; and

   b. No later than February 28, 2018, complete construction of at least one of the two new injection wells at the Southwest Facility (SW Injection); No later than September 30, 2017, complete design and permitting for the SW Injection; No later than October 31, 2017, advertise for the construction of the SW Injection; and

   c. No later than February 28, 2018, complete construction of the new effluent filter at the Northwest Facility (NW Effluent Filter); No later than January 2017 begin design NW Effluent Filter; No later than October 31, 2017, begin construction of NW Effluent Filter; and

   d. No later than February 28, 2018, complete construction of a new injection well at the Northwest Facility (NW Injection); No later than September 30, 2017 complete design and permitting for the NW Injection; No later than October 31, 2017 advertise for the construction of the NW Injection; pumping upgrades shall be made to increase pressure at the new well(s) and;

   e. On June 1, 2018, Respondent shall submit to the Department a status update on the Integrated Water Resources Master Plan for evaluating current and future capabilities of Respondent’s Facilities and Systems referenced in paragraph 3 and 4. No later than December 31, 2019, Respondent shall complete and submit to the Department the Integrated Water Resources Master Plan which will provide for 1) modelling of the Facilities and Systems to determine the Facilities required to meet the planned level of service; 2) a long term Capital Improvement Plan for implementing identified potable water, reclaimed water, stormwater, and wastewater projects; 3) an
assessment of needs to optimize and prioritize the investment into the System to maximize the benefits to meet environmental compliance and City needs; 4) Integrated plan to provide funding for the construction and processes to manage stormwater and wastewater projects; 5) a plan that incorporates the findings of the Flow Mitigation Report referenced below, to provide for the priority and schedule for further projects and management to reduce stormwater inflow and infiltration into the Systems; and 6) identify the necessary annual level of maintenance and capital expenditure necessary to properly maintain the Systems in the long term; and

f. As part of the Integrated Water Resources Master Plan, Respondent shall include a conclusion, with justification, whether Respondent should reopen the Albert Whitted Facility. If Respondent concludes it should reopen the Albert Whitted Facility, Respondent shall provide a timeline with associated measures required to reopen. If Respondent concludes it should not reopen the Albert Whitted Facility, then Respondent shall include a plan for providing alternative replacement capacity; and

g. No later than December 31, 2018, submit the final report of Respondent’s Wet Weather Flow Mitigation Program (Flow Mitigation Report). The Flow Mitigation Report at a minimum shall provide the results of the flow monitoring study, a ranking of basins and the results of the inflow and infiltration (I/I) study, and identify all areas within the Systems in need of replacement or rehabilitation. No later than December 31, 2016, Respondent shall complete first collection cycle of field data. No later than December 31, 2017, Respondent shall complete second collection cycle of field data. No later than October 31, 2018, Respondent shall complete data evaluation and update the hydraulic model. No later than December 31, 2018, Respondent shall use the hydraulic model to simulate a stress test of the Systems and submit the Flow Mitigation Report to the Department; and

h. As presented to the St. Petersburg City Council on October 20, 2016, the City has committed to spending $14 million per year (adjusted on an annual basis starting on July 1, 2018, by the United States Government Bureau of Labor Statistics, CPI for All Urban Customers: Water and Sewage Maintenance) on pipe and lateral lining and replacement (including private laterals as determined appropriate by the City), and manhole rehabilitation (collectively Maintenance) for at least the next five years. In addition to this five year commitment, the City shall as part of the Integrated Water Resources Master Plan identify the necessary annual level of Maintenance and
capital expenditure necessary to properly maintain the Systems in the long term. The Integrated Water Resource Master Plan shall include the review and consideration of the I/I reduction data that is currently being gathered by the City's consultants in establishing the annual level of Maintenance and capital expenditures necessary to continue reduce I/I within the wastewater collection system. The Maintenance shall target the areas of greatest I/I first. No later than January 31, 2022, the City shall (i) complete the Maintenance in the targeted collection system areas as recommended in the Flow Mitigation Report and in accordance with the annual funding commitments made herein and (ii) pass an ordinance regarding the replacement of private laterals that contribute to I/I to the City's Systems; and

i. No later than April 30, 2017, renew existing manhole rehabilitation contract and finish year 2 of existing cured in place pipe (CIPP) mainline sewer lining contract; No later than April 30, 2017, renew existing CIPP mainline sewer lining contract; No later than June 30, 2017, award a second CIPP mainline sewer and public laterals lining contract; and

j. Beginning 30 days from the effective date of this Order and continuing semiannually thereafter, the Respondent shall submit a written report (Implementation Report) to the Department summarizing the status of implementing paragraphs 6a through 6i and proposing any modifications deemed essential to minimize wastewater overflows from the Systems and Facilities (i.e. the Implementation Report shall be due on January 28 and July 28 each year during the pendency of this Order). Any modifications are subject to Department approval. The Implementation Report shall also include a projection of the work to be performed during the following year.

7. Upon the effective date of this Order, Respondent shall report to the Department all unpermitted wastewater and effluent discharges from the Systems and the Facilities as soon as possible, but within 24 hours from the time the Respondent becomes aware of the discharge, as required by 62-604.550 and 62-620.610(20) Fla. Admin. Code R., respectively.

8. No later than December 31, 2017, complete and submit to the Department a Water Quality Monitoring Assessment Report providing for 1) the identification of the public use of recreational waters in and around the area(s) of the potential wastewater discharge to such waters; 2) the evaluation of effectiveness of the existing monitoring program to detect changes to receiving water bodies and provide recommendations for baseline, wet weather condition, and compliance testing frequency, parameters and process; 3) the analysis of the need for soil testing at potential
wastewater discharge outfalls; 4) the identification of any water quality data gaps in existing monitoring to ensure adequate coverage for determining the effects of any wastewater discharge to the water body; 5) the creation of a Water Quality Report Card to be published on the Respondent’s website and distributed to the public. By April 30, 2018, Respondent shall update its Capacity, Management, Operation, and Maintenance (CMOM) Program for its Systems. This shall be done in accordance with USEPA document 305-B-05-002, dated January 2005, and shall contain an updated Sanitary Sewer Overflow Response Plan, which in turn, shall contain detailed provisions for environmental monitoring derived from the Water Quality Monitoring Assessment Report. The Respondent will also include a detailed section in the CMOM on public notification providing for posting of signage within 24 hours of a wastewater discharge at or near recreational waters identified in the Water Quality Monitoring Assessment Report and the method for public notification within 24 hours of wastewater discharges to Waters of the State to Respondent’s website, social media and other media outlets.

9. In any event, by December 31, 2022, and thereafter, the Facilities and Systems shall be in compliance with all Department rules that are the subject of this Consent Order.

10. Within 90 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

11. Within 60 days of the effective date of this Order, Respondent shall pay the Department $10,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

12. Respondent agrees to pay to the Department stipulated penalties in the amount of $1,000.00 per day for each day Respondent fails to comply with paragraphs 6 through 9, 16 through 18 and 32 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department’s issuance of written demand for payment, and shall do so as further described in paragraph 19, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. If the Department is required to file suit to recover stipulated penalties, the Department will not be foreclosed from seeking civil penalties for violations of this Order or any other provision of law in an amount greater than the stipulated penalties under this paragraph.
13. For any discharge of wastewater from any of Respondent’s Facilities or Systems through a point source not permitted in any NPDES permit, as well as any overflow, spill or release of wastewater to public or private property from any of Respondent’s Facilities or Systems (Discharge), Respondent agrees to pay to the Department stipulated penalties as follows:

a. 

<table>
<thead>
<tr>
<th>Amount per day per Discharge</th>
<th>Discharge Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
<td>up to 5,000 gallons</td>
</tr>
<tr>
<td>$1,000.00</td>
<td>5,001 to 10,000 gallons</td>
</tr>
<tr>
<td>$2,500.00</td>
<td>10,001 to 25,000 gallons</td>
</tr>
<tr>
<td>$5,000.00</td>
<td>25,001 to 100,000 gallons</td>
</tr>
<tr>
<td>$10,000.00</td>
<td>more than 100,000 gallons</td>
</tr>
</tbody>
</table>

b. Under this paragraph, the term “day” shall mean each successive 24-hour period after the commencement of the Discharge. Each Discharge shall be considered to have ceased when the Discharge has ceased. The Department will evaluate each Discharge on a case-by-case basis and the Department may decide at its sole discretion not to collect or demand a penalty. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department’s issuance of written demand for payment, and shall do so as further described in paragraph 19, below. On an assessed penalty under this paragraph, the Respondent may elect to off-set the penalty amount by implementing a Department approved Pollution Prevention (P2) Project. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order.

c. Respondent shall not be liable for stipulated penalties under paragraph 13 above if Respondent demonstrates that the Discharge was caused by an Act of God, vandalism, a non-Respondent contractor, or any act of a third party not working directly or indirectly on behalf of Respondent and Respondent demonstrates that it has used all reasonable measures to prevent such Discharge.

d. If the Department is required to file suit to recover stipulated penalties, the Department will not be foreclosed from seeking civil penalties for violations of this Order or any other provision of law in an amount greater than the stipulated penalties under this paragraph.

14. Within 30 days after the effective date of this Order, Respondent shall pay to the Department $810,000.00 as a civil penalty for the violations in paragraph 5.
15. In lieu of making cash payment of $810,000.00 in civil penalties as set forth in Paragraph 14, Respondent may elect to off-set the amount of $810,000.00 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, to be eligible for civil penalty offset under this Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election by certified mail within 30 days of the effective date of this Order.

16. If Respondent elects to implement a P2 Project as provided in Paragraph 15, Respondent shall submit a completed P2 Project Plan (Plan) within 90 days of the effective date of this Order. The Plan must be completed using Exhibit 1, “P2 Project Plan” template.

17. In the event the Department requires additional information to process the Plan described in Paragraph 15, Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

18. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

19. Respondent shall make all payments required by this Order by cashier’s check, money order, City check or on-line payment. Cashier’s check, money order, or City check shall be made payable to the “Department of Environmental Protection” and shall include both the OGC number assigned to this Order and the notation “Water Quality Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal: http://www.fldepportal.com/go/pay/. It will take several days after this order is final and effective filed with the Clerk of the Department before ability to make online payment is available.

20. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Kelley Boatwright (KelleyBoatwright@dep.state.fl.us) Department of Environmental Protection, Southwest District Office, 13051 N. Telecom Parkway, Temple Terrace, Florida 33637-0926.
21. Respondent shall allow all authorized representatives of the Department access to the Facilities and the properties referenced in paragraphs 3 and 4 at reasonable times for determining compliance with the terms of this Order and the rules and statutes administered by the Department.

22. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days, notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

23. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all the terms of this Order.

24. This Consent Order covers all SSOs and discharge violations, including unpermitted discharges and any discharges in violation of Respondent's MS4 Permit, that occurred from any of
Respondent's Facilities or Systems and that were known by the Department as of the effective date of this Consent Order.

25. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

26. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

27. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties up to $10,000.00 per day per violation, and criminal penalties.

28. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to Section 120.68, Fla. Stat.

29. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

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31. This Order is a final order of the Department pursuant to Section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Order will not be effective until further order of the Department.

32. Respondent shall publish the following notice in a newspaper of daily circulation in Pinellas County, Florida. The notice shall be published one time only within 15 days of the effec-
tive date of this Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

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Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all the following information:

a) The OGC Number assigned to this Consent Order;
b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the proceeding;
c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
d) A statement of when and how the petitioner received notice of the Consent Order;
e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Florida Department of Environmental Protection, Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, Florida 33637-0926. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may
choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.


FOR THE RESPONDENT:

_________________________________
Rick Kriseman
Mayor
City of St. Petersburg

DONE AND ORDERED this _____ day of ________________, 2017 in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

_________________________________
Mary E. Yeargan, PG
District Director
Southwest District Office
FILED, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Attachments: Exhibit 1: P2 Project Plan

Copies furnished to:
Lea Crandall, Agency Clerk, Mail Station 35

4839-5787-7067, v. 1
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the professional services agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. ("Consultant") for Consultant to develop an integrated sustainability action plan and provide other services for an amount not to exceed $247,450.

Explanation: On April 4, 2017, the Procurement Department received eight statements of qualifications (SOQs) in response to the solicitation for Integrated Sustainability Action Plan. Eight SOQs were received from:

1. Buro Happold Consulting Engineers, P.C.
2. Integral Group
3. Kimley-Horn and Associates
4. NRG
5. RS&H, Inc.
6. Stantec Consulting Services, Inc.
7. The Center for Climate Change Strategies
8. Vanasse Hangen Brustlin, Inc.

The SOQs were evaluated by a cross-functional team from the Mayor's Office and the Urban Affairs, Planning and Economic Development, Engineering and Capital Improvements, and Transportation Departments. The committee included four voting members:

• Nikki Capehart, Urban Affairs Director
• Sharon Wright, Sustainability Manager
• Lisa Glover-Henderson, Senior Energy Efficiency Engineer
• Brian Caper, Economic Development Analyst

The SOQs were evaluated on April 28, 2017, based on the following criteria:

• Team background and experience
• Project approach, including proven project management and quality control
• Capacity to accomplish the work
• Relevant project examples
• MBE status of firm or sub-consultants
• Company's sustainability policies, practices, goals and achievements

The evaluation committee shortlisted the following five firms for interviews:

1. Buro Happold Consulting Engineers, P.C.
2. Kimley-Horn and Associates
3. RS&H, Inc.
4. Stantec Consulting Services, Inc.
5. Vanasse Hangen Brustlin, Inc.

Continued on Page 2
On May 23, 2017, the evaluation committee heard presentations from each of the shortlisted firms and ranked Vanasse as the top-ranked firm, Stantec as second-ranked, Kimley-Horn as third-ranked, Buro Happold as fourth-ranked and RS&H fifth. The evaluation committee elected to move forward with negotiations with Vanasse, the top-ranked firm.

Vanasse Hangen Brustlin, Inc. (VHB) was determined to be the most advantageous to the City, due to their diverse team; their proposal’s demonstrated deep understanding of the City’s evolution to this point and the services needed; and their approach’s close fit with the character of the dynamic grassroots community, as well as the entrepreneurial and larger business community. VHB’s previous and current work is high quality and comparable to the needs of the City. VHB satisfactorily performed similar work for the City of Orlando.

They have been in business for 30 years. Vanasse’s principals are Robert S. Brustlin, CEO, Khristeropher P. Gregoire, Christopher J. Brown and James Diorio, Officers and Michael Carragher, President.

On City Council’s approval, the City and Vanasse will enter into a professional services agreement and they will provide the following services and deliverables:

- Project management, including scope, schedule, budget, quality assurance/quality control
- Community, business, and stakeholder engagement
- Methodology development and data collection for the Greenhouse Gas (GHG) inventory
- GHG emission reduction strategies and road map to 100% Clean Energy
- Use of STAR Communities’ framework to prioritize policies and projects accompanied by varying levels of cost estimate information
- Report writing, final plan, website and graphic support

**Recommendation:** Administration recommends that City Council approve the attached resolution approving Vanasse Hangen Brustlin, Inc. to develop an integrated sustainability action plan.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Mayor’s Office, Mayor’s Office Division (020.1005) ISAP Project (15958).

**Attachments:** Technical Evaluation (5 pages)
Meeting Minutes (3 pages)
Agreement (34)
Resolution

**Approvals:**

[Signatures]

Administrative
Budget

Legal: 00332394
Technical Evaluation
918-58 Integrated Sustainability Action Plan

Summary Work Statement

The City received eight proposals for RFQ No. 6368: Integrated Sustainability Action Plan (ISAP). The successful offeror will develop an ISAP to advance the City’s sustainability initiatives, including 100% clean energy goals and regional resiliency planning efforts. The proposals were received from the following:

1. Buro Happold Consulting Engineers, P.C.
2. Integral Group
3. Kimley-Horn and Associates
4. NRG
5. RS&H, Inc.
6. Stantec Consulting Services, Inc.
7. The Center for Climate Change Strategies
8. Vanasse Hangen Brustlin, Inc.

Evaluation Committee

Evaluation of the proposals was conducted by:

- Nikki Capehart, Urban Affairs Director
- Sharon Wright, Sustainability Manager
- Lisa-Glover Henderson, Senior Energy Efficiency Engineer
- Brian Caper, Economic Development Analyst

Selection Committee Advisors

- Jessica Eilerman, Greenhouse Manager/Small Business Liaison
- Derek Kilborn, Planning Manager
- Cheryl Stacks, Transportation Manager

Evaluation Criteria

The proposals were evaluated on the following criteria:

- Team background and experience
- Project approach, including proven project management and quality control
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants
- Company’s sustainability policies, practices, goals and achievements
Offerors' Profiles

Below is a profile of the offerors and a summary of the strengths and weaknesses of the offerors as reported after the initial independent review.

Buro Happold Consulting Engineers, P.C. is headquartered in New York, NY, and was incorporated in 2009. The firm has been in business for eight years and employs 157 people. The office that will service the city is located in Tampa.

Strengths include: Their experience with cities on SAP and a local plan for St. Petersburg Pier; sub-consultants' experience as outreach partner and Greenhouse Gas (GHG) inventory for U.S. cities; easily understood visual for the project approach and tasks to be performed; good communication and engagement strategies for the project manager; similar projects and use of small business enterprises (SBEs) as sub-consultants;

Weaknesses include: Their STAR experience and visual production partner; proposed 19 month schedule; original proposal did not outline team members; concern with day-to-day team; confidence not high enough in access to team; local firm listed as OT9, but staff works from Atlanta a significant amount of time; GHG inventory staff not present, which would bring confidence.

The proposal marginally meets the City's requirements.

Integral Group. is headquartered in British Columbia, Canada. The team lead has been providing these services for 15 years and employs 120 people internationally.

Strengths include: GHG, producing visual products and strong community engagement experience; partnership with Linnean Solutions on numerous projects and examples of collaborative processes to achieve goals; proposed project approach with timeline and tasks for each; proposed plan to review GHG tools, compared with others; and Excel-based planning tool to track GHG.

Weaknesses include: Their examples of ability to review a large amount of existing studies to summarize a direction; difficult to sense national team and approach as a fit for St. Pete communities.

The proposal does not meet the City's requirements.

Kimley-Horn and Associates is headquartered in Raleigh, NC, and was incorporated in 1968. The team lead has been providing these services for 20 years. The office that will service the City is in Tampa and they employ 46 people locally and 2,847 nationally.

Strengths include: Their strong local presence; experience with the City and broad expertise, including the team; STAR, GHG, graphic design, website and community outreach; clarity of organization chart, proposed roles for subconsultants; dedicated staff for data collection; ideas presented for funding opportunities; provided project examples showing policy changes; and efficiency strategy and proposed use of SBEs.

Weaknesses include: Their emphasis on team experience in sustainability and climate action planning was not as strong as desired for the City's GHG inventory; GHG with municipalities; overall policies, practices and goals; proposed project manager experience in water.
The proposal meets the City's requirements

NRG is headquartered in Houston, TX. They employ 1,500 people nationally. There were no easily defined and identifiable strengths.

Weaknesses include: Their services presented were more appropriate for site development of a building or energy project; lack of information for project approach, relevant project examples, sustainability policies, practices, goals and achievements.

The proposal has major deficiencies and does not meet the City's requirements.

RS&H, Inc. is headquartered in Jacksonville, FL and was incorporated in 1989. They have been providing these services for 14 years. The offices that will service the City are located in Gainesville and Tampa. They employ 67 people in Gainesville and 319 people in Tampa respectively and 981 people nationally.

Strengths include: Their strong east coast of Florida team including a project manager with experience in sustainability master plan for the City of Coral Gables; GHG staff experience conducting inventories for cities; proposed team with relevant project examples; comprehensive QA/QC program and methodology; sustainability policies; technical committee at kickoff meeting; walk-throughs for quick wins and opportunities; use of financial issues to engage skeptics with the return on investment built into plan; tools to share information and for the City to keep; 5 STAR for the City.

Weaknesses: Their lack of diversity, team chemistry, true action plan for engagement and use of MBE/WBE/SBE; use of proprietary software with possible cost to the City; proposed project manager is lead on two tasks and there is not much time allotted for the amount of work. Also, originally proposed bi-monthly calls with the City project manager, community outreach and communications approach are scattered.

The proposal meets the City's requirements.

Stantec Consulting Services, Inc. is headquartered in New York, NY, and was incorporated in 2001. Their proposed project manager has been providing these services for 17 years. The office that will service the City is located in Tampa and they employ 89 people locally and 15,526 nationally.

Strengths include: Their diverse team's proven environmental and engineering capabilities on projects with the City and other municipalities; proposed project manager demonstrated local knowledge and experience with sustainability; strong sub-consultants in website development to engage the community upfront, with the use of social media and "unscheduled meetings," youth involvement, pop-up shop engagement and the 2020 plan as part of outreach; financial and costing experience with the City; proposed coordination with utilities to tap into their power and transmission groups; weekly calls with City's project manager; use of on-line tools to share content that will remain with the city; 12-month timeline and identification of gaps to ensure STAR & GHG fit in respective frameworks; ISO 9001 certified for project management; use of WBE/DBE and well-developed sustainability policies, practices, goals and achievements.

Weakness include: Concerns about new relationship with local team and Canadian staff; communication in different time zones cause for some concern for the GHG inventory task.

Rev (5/11)
The proposal meets the City's requirements.

The Center for Climate Change Strategies is located in Washington, DC. They have been providing these services for 13 years.

Strengths include: Their team's expansive technical expertise across numerous sectors performing similar plans; strong Florida experience with a local project manager, methodology and QA/QC; outreach approach utilizes existing City communication channels; proposed possible use of SBE.

Weaknesses include: Their lack of communicative deliverables and community outreach that the City is seeking. Approach, team and overall proposal presentation was academic in nature and did not fit the vision for the diversity, outreach, and visually communicative expectations for the City's first ISAP.

The proposal was removed from consideration as it does not meet the City's requirements.

Vanasse Hangen Brustlin, Inc. is headquartered in Watertown, MA, and was incorporated in 1987. The firm has been in business for 30 years and has been providing these services for 23 years. They employ 144 locally and 1,264 nationally. The office that will service the city is located in Tampa.

Strengths include: Their proposal materials, which demonstrated advanced engagement around the City; strong, diverse resiliency team that included an intern; proposed deputy project manager's experience with sustainability action plans; GHG representative's understanding of inventory protocols and potential for multiple approaches and a local engineer to assist with cost estimations; in-house design team, subconsultant that demonstrated understanding of the significant role of infrastructure in sustainability and actions to be taken while planning is ongoing; use of Tropicana redevelopment as a perspective on how ISAP will impact development and need for business engagement; example of 2030 100% clean energy districts; great, local presence with Destination Better for outreach and possibly certified WBE; team members involvement on the Chamber's sustainability committee; detailed organizational chart; proposed investigation of possible opportunity for the City to benefit from Volkswagen settlement and demonstration of wanting to work with the city on video by using members of the community and the CEO who visited the City.

Weaknesses include: Their large team which may possibly affect the budget; concerns of proposed project manager's lack of experience with local government SAP, proposed time and local oversight; QA/QC are employees and not 3rd party; experience of the lead for the roadmap to 100% clean energy

The proposal significantly exceeds the City's requirements.

Short-listing and Oral Presentations

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. The two finalists were invited to make oral presentations on May 23, 2017, before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses. Following the presentations, the evaluation committee ranked the proposals as follows:
Recommendation for Award

Vanasse Hangen Brustlin, Inc. has met the requirements for RFQ No. 6368 and was determined to be the most advantageous for the City, taking into consideration their advanced engagement around the City and the evaluation criteria set forth in a RFQ.

Vanasse Hangen Brustlin, Inc. was selected for the following reasons:

- Their strong diverse team that included an intern
- Their proposed deputy project manager's experience with sustainability action plans
- Their proposed GHG team member's understanding of inventory protocols
- Their team project examples
- Their upfront inclusion of a local engineer as subconsultant
- Their in-house design team
- Their use of Tropicana Redevelopment and the ISAP impact
- Their proposed community outreach and business engagement approach
- Their team members' involvement on the City's Chamber of Commerce sustainability committee

Sharon Wright, Chair

Lisa Glover-Henderson, Committee Member

Nikki Capehart, Committee Member

Brian Caper, Committee Member
City of St. Petersburg  
Meeting Minutes  
Procurement and Supply Management

Title: RFQ No. 6368: Integrated Sustainability Action Plan  
Meeting Date: Friday, April 28, 2017  
Time: 1:30 p.m.  
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
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<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
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<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members: Sharon Wright, Lisa Glover-Henderson, Nikki Capehart, Brian Caper. Advisory: Derek Kilborn, Jessica Eilerman, Cheryl Stacks, Karen Dewar. Four members of the public were in attendance and one, Ben Siwinski of VHB made comments.</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Motion by: Sharon Wright to remove NRG from further consideration. Seconded by: Lisa Glover-Henderson. Votes: Affirmative (4)</td>
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<tr>
<td>d. Identify Chairperson (Sharon Wright)</td>
<td></td>
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<tr>
<td>2. Evaluations of Proposals (Strengths and Weaknesses)</td>
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<tr>
<td>a. Buro Happold Consulting Engineers, P.C.</td>
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<td>b. Integral Group</td>
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<td>c. Kimley-Horn and Associates</td>
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<td>d. NRG</td>
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<td>e. RS&amp;H, Inc.</td>
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<td>f. Stantec Consulting Services, Inc.</td>
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<td>g. The Center for Climate Change Strategies</td>
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<tr>
<td>h. Vanasse Hangen Brustlin, Inc.</td>
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3. Short-list for Oral Presentation

4. Clarifications/Questions

Motion by: Brian Caper to invite RS&H, Stantec, Vanasse Hangen Brustlin, Buro Happold and Kimley-Horn to make presentations on 5/23/2017
Seconded by: Nikki Capehart
Votes: Affirmative (4)

Action: Committee and advisory staff to send questions by 5/2/2017. Invitations to be prepared and emailed to the 5 shortlisted companies. References to be completed by: LGH-Kimley-Horn & Buro Happold; CS-Stantec; SW-RS&H &Vanasse

Meeting adjourned at 3:50 p.m.
City of St. Petersburg  
Meeting Minutes  
Procurement and Supply Management

Title: RFQ No. 6368: Integrated Sustainability Action Plan  
Meeting Date: Tuesday, May 23, 2017  
Time: 3:00 p.m.  
Place: Water Resource Administration, 1650 3rd Avenue North, Classroom A, St. Petersburg, FL

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<td>1. Introductions</td>
<td>Committee Members: Sharon Wright, Lisa Glover-Henderson, Nikki Capehart, Brian Caper. Advisory: Derek Kilborn (absent), Jessica Eilerman, Cheryl Stacks, Karen Dewar</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Seven members from VHB were in attendance and declined to make any comments.</td>
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<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [KD]</td>
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<tr>
<td>c. Prohibited Communication - AP #050100 [KD]</td>
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</tbody>
</table>
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) - Chair, Sharon Wright | Motion by: Nikki Capehart to rank VHB 1; Stantec 2; Kimley-Horn 3; Buro 4; RSH 5  
Seconded by: Brian Caper  
Votes: Affirmatives (4)                                                                                                                                 |
| a. Buro Happold Consulting Engineers, P.C. |                                                                                                                                                       |
| b. Kimley-Horn and Associates |                                                                                                                                                       |
| c. RS&H, Inc. |                                                                                                                                                       |
| d. Stantec Consulting Services, Inc. |                                                                                                                                                       |
| e. Vanasse Hangen Brustlin, Inc. |                                                                                                                                                       |
| 3. Rank Shortlist    | Action: Karen to send exceptions for VHB to Legal; Sharon to negotiate fees and work with Legal on agreement.   
Committee dissolved at 4:35 p.m. |                                                                                                                                                       |
| 4. Clarifications/Questions |                                                                                                                                                       |
| 5. Adjournment/Dissolution |                                                                                                                                                       |
ATTACHED IS THE CURRENT DRAFT OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND VANASSE HANGEN BRUSTLIN, INC. THAT WILL BE DISCUSSED AT THE JULY 20, 2017, CITY COUNCIL MEETING.
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of __________, 2017 ("Execution Date"), by and between the City of St. Petersburg, Florida (the "City") and Vanasse Hangen Brustlin, Inc. (the "Consultant").

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1.0 — DEFINITIONS

1.1 "Consultant" shall mean Vanasse Hangen Brustlin, Inc.

1.2 "Consultant Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the Consultant.

1.3 "City" shall mean the City of St. Petersburg, Florida.

1.4 "City's Project Manager" shall mean the individual designated in writing by the City as the City’s Project Manager.

1.5 "Day(s)" or "day(s)" shall means calendar days, unless otherwise set forth in this Agreement.

1.6 "Deliverables" shall mean all data, reports, studies, correspondence, and all other materials produced and developed by the Consultant pursuant to this Agreement.

1.7 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

1.8 "Parties" shall mean the City and the Consultant.

1.9 "Project" shall mean the development of an integrated sustainability action plan.

1.10 "Scope of Services" means those services set forth in Section 4.0 that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.

SECTION 2.0 — TERM OF AGREEMENT

2.0 The Consultant's time of performance for the Scope of Services shall commence on the Execution Date and shall be completed when the Consultant has completed
the Scope of Services and provided all of the Deliverables required by and in accordance with this Agreement ("Term"), unless this Agreement is otherwise extended or terminated as provided for herein.

SECTION 3.0 — REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

3.1 The Consultant is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.

3.2 The Consultant shall be responsible for signing and sealing plans and specifications if required by this Agreement.

3.3 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.

3.4 The Consultant will become familiar with the Project site(s).

3.5 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.

3.6 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.

3.7 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.8 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.

3.9 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that
are consistent with reasonable professional practices and the best interest of the City.

3.10 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.

3.11 The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables.

3.12 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the "Intellectual Property"). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant's use of the Intellectual Property.

SECTION 4.0 — SCOPE OF SERVICES

4.1 The detailed services that the Consultant shall perform for the City are set forth in Appendix A, which is attached hereto and made apart hereof.

SECTION 5.0 — CITY'S RESPONSIBILITIES

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

SECTION 6.0 — COMPENSATION; INVOICE

6.1 Provided that the Consultant faithfully performs its obligations contained in this Agreement, the City hereby agrees to pay the Consultant on a time and materials basis pursuant to the rates and total expenses set forth in Appendix B; provided, however that the total amount paid to Consultant for performing the Scope of Services and providing the Deliverables pursuant to this Agreement shall not exceed two hundred forty seven thousand four hundred fifty dollars ($247,450) ("Payment"). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The Payment shall only be increased in strict accordance with this Agreement.
6.2 The Consultant shall invoice the City on a monthly basis and the City shall pay the Consultant within forty-five (45) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement). The invoice shall be in the form and contain the detail required by the City's Project Manager.

SECTION 7.0 — NON-COMPENSATED SERVICES

7.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by the Consultant or any Consultant Representative.

7.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

SECTION 8.0 — INDEMNIFICATION

8.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, (collectively, the “Indemnified Parties”) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any Consultant Representative in the performance of this Agreement.

8.2 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

SECTION 9.0 — INSURANCE

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

Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least $1,000,000 per occurrence and $2,000,000 aggregate. This policy shall include coverage for personal injury, death, damage to property, and destruction of property. This policy shall also include contractual liability coverage that provides and pays for a defense for all claims or demands covered by Consultant’s indemnification obligations under this Agreement and that is in an amount sufficient to cover the Consultant’s indemnification obligations under this Agreement.
Worker Compensation Insurance in compliance with the laws of the State of Florida.

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

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

Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by the Consultant pursuant to this Agreement with a limit of $1,000,000 per occurrence, or if the policy is on a claims made basis with a limit of $1,000,000 and an extended reporting period of at least 90 days. Whether an occurrence or a claims made policy, in addition to the certification of insurance a letter from insurer as to the amount of claims payments and reserves chargeable to the aggregate amount of the liability coverage is required.

9.2 All insurance companies furnishing insurance coverage required by this Agreement shall be licensed and authorized to do business under the laws of the State of Florida and have no less than an "A-" Financial Rating or higher according to the most current edition of AM Best's Insurance Reports or similar.

9.3 The Consultant shall provide the City with Certificate(s) of Insurance on all the required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insureds with the exception of Worker’s Compensation and Professional Liability.

9.4 Each policy shall provide that the insurance company shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in the policy.

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

9.6 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 10.0 – OWNERSHIP OF DELIVERABLES

10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables
shall be submitted to the City prior to the City issuing final payment to the Consultant.

10.2 The City acknowledges that the Deliverables are not intended or represented to be suitable for revision by the City, or others, for purposes other than that for the Scope of Services which said Deliverables were prepared. Any reuse or modification of the Deliverables without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and the Consultant shall not be liable or responsible for any claims arising from the City's reuse or modification of the Deliverables without written verification or adaptation by the Consultant.

SECTION 11.0 — SUBCONTRACTS

11.1 The Consultant may hire or use subcontractors or subconsultants in connection with the performance of the Consultant's obligations under this Agreement. Unless context clearly indicates otherwise, the terms “subcontractor” and “subconsultant” shall be interchangeable in this Agreement, and the terms “subcontract agreement” and “subconsulting agreement” shall likewise be interchangeable in this Agreement.

11.2 The Consultant shall give advance notification to the City's Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:

A description of the supplies or services called for by the subcontract or change to an existing subcontract.

Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

The proposed subcontractor price.

11.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.
11.4 The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this Section 11.4.

SECTION 12.0 — DISPUTES

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to the Consultant. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the City's Project Manager a written notice of dispute.

12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitratve or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 — SUSPENSION OF SERVICES

13.1 The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.

13.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of
Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.

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

SECTION 14.0 — TERMINATION

14.1 TERMINATION FOR CONVENIENCE

14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.

14.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

14.1.3 The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other
liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

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

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

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

15.0 — PROHIBITED INTEREST

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

16.0 — FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and Section 22.0 of this Agreement, all Deliverables produced or developed by the Consultant or any City data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than the Consultant or any Consultant Representative, by the Consultant without prior written consent from the City.
17.0 — GENERAL PROVISIONS

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

17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

17.3 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City Council in its sole and absolute discretion.

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

17.5 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; the federal and state constitutions; and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including those related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Florida Executive Order 11-02, and Florida laws regarding public records. The Consultant shall also comply with the City's policies, procedures, and executive orders and with any technical standards provided to the Consultant by the City.

17.6 This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, the Consultant, and the Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.

17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
17.8 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, following termination or expiration of this Agreement. The Consultant shall bear the costs associated with the retention of books, records and documentation. Nothing in this Section 17.8 shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

17.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

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

17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

17.12 Each appendix to this Agreement, including attachments to an appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.

17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
17.15 The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.

17.16 Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.

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

17.18 All Deliverables shall be made available to the City upon request and shall be considered public records unless they are exempt from disclosure under Florida laws regarding public records.

17.19 Time is of the essence of this Agreement and each of its provisions.

17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix; (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) the attachments to and materials referenced in the an appendix.

17.21 For purposes of this Agreement, any required written permission, consent, 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 the City Council pursuant to the City Charter or applicable Laws.

SECTION 18.0 – CONTRACT ADJUSTMENTS

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

18.2 There shall be no modification of the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Consultant or any Consultant Representative to properly perform their obligations and functions under this Agreement.

18.3 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment, the Term of this Agreement or the Scope of Services except through a written amendment to this Agreement signed by authorized representatives of the Parties.

SECTION 19.0 – NOTICE

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

City:

City of St. Petersburg, Florida
Sharon Wright, AICP, LEED AP BD+C, ENV SP
Sustainability Manager, Mayor’s Office
PO Box 2842
City of St. Petersburg, FL 33731
727.551.3396
sharon.wright@stpete.org

Consultant:

Vanasse Hangen Brustlin, Inc.
Ben Siwinski, CM, ENV SP, LEED Green Associate
Senior Planner/Managing Director – Gulf Coast
501 E. Kennedy Boulevard
Suite 1010
Tampa, FL 33602
P 813.327.5424   M 727.631.1800
bsiwinski@vhb.com
19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 — SCHEDULE

20.1 The Consultant shall perform the Scope of Services in accordance with the schedule mutually agreed upon by the Parties in writing; provided that the total time for Consultant to complete the Scope of Services and provide the Deliverables required pursuant to this Agreement shall not exceed sixteen (16) months. The schedule mutually agreed upon by the Parties may be revised by the City's Project Manager after consultation with the Consultant.

SECTION 21.0 — PERSONNEL

21.1 The Consultant shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work and services required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and the Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use
its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the Consultant to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

22.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by the Consultant shall be provided to the City in a format approved by the City.

22.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

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

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

VANASSE HANGEN BRUSTLIN, INC.

Sign: __________________________
Print: __________________________
Title: __________________________

WITNESSES

Sign: __________________________
Print: __________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: __________________________
Print: __________________________
Title: __________________________

ATTEST

______________________________
City Clerk

(SEAL)

Approved as to Content and Form

______________________________
City Attorney (Designee)

Document No. 332272
POWER OF EXECUTION

I, _____________________________, certify that I am the _____________________________ of _____________________________,
that _____________________________ who signed this Agreement, was authorized to so execute this Agreement; that said Agreement was duly signed for and on behalf of said _____________________________.

By: _____________________________

Date Executed: __________________________
Appendix A – Scope of Services

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

The following definitions will apply when defining responsibilities:

"Consultant Team" means the Consultant and any Consultant Representative.

"ISAP or Plan" means the Integrated Sustainability Action Plan.

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

The seven (7) tasks of the Scope of Services and the services, activities, responsibilities, and work product that will be performed or provided by Consultant in accordance with the Agreement are as follows:

Task 1: Project Management and QA/QC

For a complex first effort for the City, effective Project management will include ongoing clear communication and organization. Consultant tasks will include:

a. Project kickoff and closeout
b. Team and client management
c. Scope, schedule, budget management
d. Deliverable and QA/QC management

The scope, budget, and schedule will include time for quality assurance and quality control reviews of data collection, calculations, and reviews of memorandums, reports technical information, and other interim, draft, and final Deliverables. The Consultant shall conduct a QA/QC process that will include reviews by experienced staff who are not part of the core team or day to day, in addition to core or peer teams review as appropriate. Evidence of QA/QC in the form of simple logs or signatures will be included with all Deliverables.
Task 1.1  Project Administration
During the term of the agreement, the Consultant Team shall monitor Project progress and budget, prepare progress reports and invoicing, coordinate with the City Project Manager, and develop a condensed Project Management Plan (provided electronically) for the Consultant Team and City. The Project Management Plan will include:

- This Scope of Services
- Schedule mutually agreed upon by the parties
- Project Organization Chart (with contact information)
- Communications protocol
- QA/QC template
- Memo template
- SharePoint User’s Guide

Task 1.2  Project Kick-Off Meetings
The Consultant Team shall meet with City representatives as identified by the City Project Manager. The Kick-Off meeting will be attended by up to six (6) Consultant Team members in person and one (1) Consultant Team member by phone/webinar, and will consist of a presentation that will provide an overview of the Project and process, an interactive session to discuss the availability of data, issues to be addressed in the planning effort, and a plan for initial meetings/outreach to City and external stakeholders as part of Task 2. This Kick-Off meeting will serve as an opportunity to set expectations, clarify the planning process and schedule, and discuss any potential issues or concerns.

Prior to this Kick-Off meeting, the Consultant shall meet and coordinate with the City Project Manager to confirm agenda, participants, and content to be covered.

Task 1.3  Project Coordination Meetings
The Consultant Team shall meet with the City Project Manager regularly throughout the course of the Project. On average, one coordination meeting with the City Project Manager will occur every two weeks during the term of the Agreement. For the purposes of this scope of work, the Consultant Team shall conduct twenty-two (22) coordination meetings (no more than one hour in length) with the City (thirteen [13] will include two members of the Consultant Team and nine [9] will include four members of the Consultant Team).

Additional regular, Consultant Team only meetings will occur during the term of this Agreement to discuss Project tasks, responsibilities, schedules and QA/QC status. Up to twenty-four (24) Consultant Team only coordination meetings will occur, and last 30 minutes each.
Task 1.4  **Quality Assurance/Quality Control**
Consultant shall complete a series of quality checks for each Deliverable focusing on analysis methodology, results, consistency, and technical and editorial excellence. Specifically, the QA/QC process for this Project will consist of the following steps:

<table>
<thead>
<tr>
<th>Step</th>
<th>Responsible Team Member</th>
<th>Action</th>
<th>QA/QC Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Primary Technical Author</td>
<td>Prepare complete draft</td>
<td>Entire document for completeness</td>
</tr>
<tr>
<td>2</td>
<td>Technical Reviewer</td>
<td>Technical review</td>
<td>Content, technical accuracy, completeness, writing style</td>
</tr>
<tr>
<td>3</td>
<td>Detail Checker</td>
<td>Editing review</td>
<td>Numbers, tables, figures, typos, punctuation</td>
</tr>
<tr>
<td>4</td>
<td>Project Management</td>
<td>Document QA/QC process and approve for printing or submittal</td>
<td>Confirm proper QA/QC process and conduct page-through review</td>
</tr>
</tbody>
</table>

Consultant shall document each step in the process a Quality Tracking Sheet and kept in the Project file (electronically and in hard copy). This overall process will be followed for material prepared by the entire Consultant Team and accounted for in the Project schedule.

**Task 1  Deliverables (all items provided electronically only in the format agreed upon with City Project Manager) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Plan (one draft, one final version)</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Coordination Meetings (with agendas, notes)</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>Monthly progress reports with invoice</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>Quality Tracking Sheets</td>
<td>Ongoing (total schedule)</td>
</tr>
</tbody>
</table>

**Task 1 Meetings:**
- One in-person kick-off meeting with the City and up to four members of the Consultant Team
- Up to 22 coordination meetings with the City and between 2 and 4 Consultant Team members
- Up to 24 internal coordination meetings with the Consultant Team (with up to 5 members of team in meetings on average)

**Task 2: Public, Business, and City Stakeholder Engagement**
Outreach and engagement will include various formats for input and outreach focused on the public, business community, and the City. Public, interactive forums and internet accessibility will be included. Consultant understands that engagement will be mindful of community diversity, equitable investments, and culturally appropriate resources.
Task 2.1  City ISAP Team, Sustainability Group, Executive Commission and City Council

The City and Consultant Team shall establish the following groups to aid in outreach and engagement efforts:

- **City ISAP Team** — will include the core group of City staff, including its Project Manager, to guide the development of the plan.
- **Sustainability Group** - will include stakeholders with various expertise to add value to discussions within various sustainability focus areas. Citizens and representatives from businesses, educational and health institutions, non-profit/community-based organizations including those focused on equity and environmental and economic challenges, County, utilities, Chamber of Commerce, and neighborhoods or neighborhood associations, and include experts in energy, transportation, land use, building design, urban forestry, urban agriculture and food availability, healthy communities, economic development, coastal resiliency.
- **Executive Commission** that will include Mayor, business and community leaders, and select city directors.

The City ISAP Team, Sustainability Group, and Executive Commission will be convened three times each for an average of two hours each meeting (nine total meetings – 18 hours). General topics for each meeting will consist of:

- **Meeting #1: Visioning, Goals, and Objectives** — present baseline information, “ground-truthing” of baseline information, identify areas of greatest need for improvement, and areas of greatest concern among stakeholders; output of this meeting will include confirmation of focus areas and groups, goals and objectives to be further refined by Consultant Team and City.
- **Meeting #2: Identify Potential Initiatives** — break out into focus area groups to identify key strategies for achieving goals/objectives; also at this meeting Consultant Team shall bring potential evaluation criteria to get the groups’ buy-in and do ranking of the criteria; output of this meeting will allow for evaluation of potential initiatives within screening tool.
- **Meeting #3: Implementation Planning** — discuss public input, business input, and prioritized initiatives (based on screening tool evaluation) and implementation plan, including who leads/supports, leveraging of partnerships, financial and staffing resources, key steps, and timing.

Separate from the meetings with the Sustainability Group, Executive Commission and ISAP Team, the Consultant Team shall also meet with no fewer than six (6) department representatives of the City individually to discuss their roles in the sustainability program. Potential departments could include (but are not limited to) Engineering, Procurement, Water Resources, Fleet, Police, Parks & Recreation, Sanitation, Planning & Economic Development, Real Estate, Stormwater, Technology Services, Budget & Finance, Housing, or Neighborhood Affairs.

The Consultant Team shall also present ISAP progress and findings at two (2) Energy, Natural Resources, and Sustainability (ENRS) Committee and/or Committee of the Whole (COW) meetings (two meetings total).

The Consultant Team shall prepare all meeting materials and develop draft agendas for review by the City before the meetings required herein. The Consultant Team shall also develop meeting notes from each session for review and comment by the City.

Task 2.2  Public Outreach and Engagement

Outreach to the community will include various methods — large group meetings, smaller targeted opportunities, and one-on-one listening sessions. In tandem and under direction of the City, the Consultant Team shall develop a
brief Public Outreach and Engagement Plan in accordance with the schedule of this Project to determine the most effective ways of reaching the public in all areas of the City.

City will be responsible for meeting logistics related to room reservations, contact lists, refreshments, if any, coordination of City staff and posting and advertising public meetings as needed. City will review agendas, meetings notes, and support materials from Consultant.

Consultant will be responsible for Draft and Final Public Engagement Plan, engagement strategies, and support materials that may include maps, group exercises, and communication of technical materials.

**Task 2.3 Business Community Outreach and Engagement**
The Consultant Team shall facilitate three (3) business sessions in one day at The Greenhouse, focused on large corporation CEO's, St Petersburg small businesses, and St Petersburg Area Chamber of Commerce committee leadership.

- **CEO/Executive Roundtable:** The Consultant Team shall conduct one (1) roundtable event with area CEO/Executives, which will include the following activities to be conducted by the Consultant Team:
  - Research local large companies' sustainability plans
  - Identify area CEO/Executives to host at the roundtable event
  - Prepare introductory material to provide to CEO/Executives prior to the event

  The event will obtain feedback on areas of concern/opportunity and identify possible areas in which the City's ISAP could benefit their business objectives.

- **St. Petersburg Chamber of Commerce outreach:** The Consultant Team shall conduct one (1) workshop with Chamber of Commerce Committee leaders such as, but not limited to, the Sustainability Committee, Public Policy, Diversity & Inclusion, Transportation and Executive committees.

- **Small business outreach:** The Consultant Team shall conduct one (1) small business workshop to reach beyond the Chamber to local business associations, local business leaders, and area developers.

**Task 2.4 Internet-based Outreach**
The Consultant Team shall utilize online surveys, polling, and social media communications to drive people to the City's sustainability website (http://www.stpetersburg.org/sustainability/) and to solicit input and feedback from the public. The Consultant Team shall prepare a combination of up to three (3) polls, discussion questions, or other items monthly (and monitor any public responses monthly) to provide to the City for posting on the sustainability website for the purpose of engaging individuals online that may not be able to or interested in attending in-person outreach events. The Consultant shall provide up to 6 monthly response summaries during the term of the Agreement.
Task 2 Deliverables (all items provided electronically only in the format agreed upon by City Project Manager) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach materials (agendas, notes, presentations) for following meetings:</td>
<td></td>
</tr>
<tr>
<td>Three (3) ISAP Team meetings</td>
<td>75 days (first meetings) after execution of Agreement</td>
</tr>
<tr>
<td>Three (3) Sustainability Group meetings</td>
<td></td>
</tr>
<tr>
<td>Three (3) Executive Commission meetings</td>
<td></td>
</tr>
<tr>
<td>Two (2) ENRS Committee and/or COW meetings</td>
<td></td>
</tr>
<tr>
<td>One day at The Greenhouse with the following meetings:</td>
<td></td>
</tr>
<tr>
<td>• CEO/Executive Roundtable</td>
<td></td>
</tr>
<tr>
<td>• St. Petersburg Chamber of Commerce outreach</td>
<td></td>
</tr>
<tr>
<td>• Small Business outreach</td>
<td></td>
</tr>
<tr>
<td>Public Outreach and Engagement Plan (one draft, one final)</td>
<td>Draft and Final 30 days after execution of Agreement</td>
</tr>
<tr>
<td>Online engagement material for City’s sustainability website:</td>
<td></td>
</tr>
<tr>
<td>Up to three (3) polls</td>
<td>60 days (first materials) after execution of Agreement</td>
</tr>
<tr>
<td>Up to six (6) discussion questions</td>
<td></td>
</tr>
<tr>
<td>Up to 6 monthly response summaries provided to City</td>
<td></td>
</tr>
</tbody>
</table>

Task 2 Meetings:

- Three (3) City ISAP Team, Sustainability Group and Executive Commission meetings
- Six (6) City department leader interviews
- Two (2) ENRS Committee and/or Committee of the Whole meetings
- One day at The Greenhouse with the following meetings:
  - CEO/Executive Roundtable
  - St. Petersburg Chamber of Commerce outreach
  - Small Business outreach
- Various public outreach and engagement meetings (format to be finalized upon Consultant completion of the Public Outreach and Engagement Plan and agreed upon by City Project Manager)
Task 3: Greenhouse Gas (GHG) Inventory

The GHG inventory will include development of widely-accepted methodology, data collection, analysis and documentation. Timely completion of this task is dependent on responsiveness of data holders to data requests.

Task 3.1 Methodology Development
The Consultant Team shall review relevant, industry-accepted tools for GHG emission inventory and analysis methodology and reporting. The City expects to disclose and track GHG emissions and other sustainability information with the international community of cities and other jurisdictions addressing similar issues. A methodology that makes sense within City government and for tracking and reporting on a comparable, national scale will be important to successfully meeting goals. With the goal of full disclosure, the City also needs to balance staff and financial resources with the many organizations, memberships, and reporting tools available.

The Consultant Team shall determine the parameters and methodology for developing both the municipal operations inventory as well as the community-wide inventory. Parameters include determination of the most appropriate baseline year, boundaries, sectors and sources of emissions to be included, and forecasting factors. The methodology will indicate the emissions inventory protocols to be used as well as any tools to be utilized in the development of the inventories. The Consultant Team shall develop a GHG Inventory Methodology Technical Memorandum for review and approval by the City prior to proceeding with analysis.

Task 3.2 GHG Inventory Data Collection
Based on the parameters and methodology defined in Task 3.1, the Consultant Team shall develop a data needs matrix accompanied by likely sources of the data and templates/letters to be used for requesting that data. Using this data collection matrix and in close coordination with City staff and other data holders, the Consultant Team will collect data for the determined baseline year.

The Consultant Team, in coordination with City staff, will reach out to Duke Energy (the energy utility company serving the City) to request all data needed for both the government operations inventory and the community-wide inventory. The Consultant Team will utilize approaches and templates used for similar past Projects and approved by the City Project Manager to effectively communicate the needed data to the utility representative(s). For community-wide data, the Consultant Team shall support City staff in coordination with the utility to solicit only data that adheres to privacy restrictions. Therefore, energy data will be requested by rate class or similar structure for accounts within the City boundary, but will not require specific addresses or account names, to protect individual privacy. The Consultant will support the City in acquiring energy data from organizations that would voluntarily like to contribute data to ground-truth assumptions, development of benchmarking, and assistance with energy use and cost reduction. This data will also support analysis for the 100% clean energy roadmap development.

The Consultant Team will collect and synthesize raw data and enter it into tools as defined in Task 3.1. For City government operations, an appropriate “mapping” of utility data to end user facility/account is necessary to appropriately report on GHG emissions, and for effective decision-making move forward. The Consultant Team shall coordinate with the City to utilize existing utility mapping and to address any gaps in that process. All raw data and account mapping will be saved, organized by scope and sector, and sources documented for handoff to the City.
Task 3.3 GHG Inventory Analysis
The Consultant Team shall carry out calculations for the GHG inventory in accordance with the protocols defined in Task 3.1. Any necessary variation from standard calculations or methodology, as well as any assumptions required based on availability of data shall be thoroughly documented by the Consultant.

Raw activity data, locally relevant emissions factors, and global warming potential factors will be utilized to calculate GHG emissions (inclusive of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride). Individual source and sector emissions will be totaled according to “scopes” in accordance with the established protocols.

The Consultant Team shall also conduct a high-level emissions forecast that will account for a “business as usual” scenario as well as one for reaching 100% clean energy by a predetermined date. The forecast will utilize reliable industry factors and assumptions (such as those provided by the US Department of Energy – Energy Information Administration) to carry out the forecast analysis. The inventory analysis and forecast will provide an understanding of largest sources of emissions within the City and, therefore, the greatest opportunities for reductions. Reduction strategies will be identified, assessed, and prioritized throughout Tasks 5, 6, and 7 and will utilize the results of this inventory to quantify reduction potential for each strategy.

Consultant Team shall conduct a rigorous QA/QC process set forth in this Scope of Services on the GHG inventory process. An initial QA/QC of raw data will occur prior to any calculations. Each set of calculations for the respective sector/source of emissions (for example – wastewater process emissions) will be individually QA/QC’d by a member of the Consultant Team other than the person who conducted the calculations. Finally, the entire inventory will be QA/QC’d to ensure that totals are summed correctly by appropriate scope and that the distribution of emissions “makes sense” overall and is relatively consistent with other similar communities. Any red flags, outliers, or errors will be investigated and addressed and an additional round of QA/QC will be conducted prior to final documentation.

Task 3.4 GHG Inventory Documentation
The Consultant Team shall write up a detailed methodology for both the Government Operations Inventory and the Community Wide Inventory and will provide all raw data, calculations, and assumptions in an organized file system, along with any tools utilized to the City. The Consultant Team will also create a brief executive summary style document that summarizes the findings of both inventories, their relevance to each other, and consistency with other similar inventories and reporting within the region. The summary documents will include tables and charts to provide visually engaging and easy-to-read findings that can be distributed both internally and to the public.

Once the inventory task is complete, the Consultant Team shall meet with City staff to provide a presentation on summary of findings, recommendations, and to provide any necessary training and hand-off of data and tools. The Consultant Team will video the presentation and provide to the City for future training after the planning process is complete.
Task 3 Deliverables (all items provided electronically only in the format agreed upon by the City Project Manager) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHG Inventory Methodology Technical Memorandum (one draft with comments to be rolled into report)</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Data needs and collection matrix</td>
<td>60 days after execution of Agreement</td>
</tr>
<tr>
<td>Final GHG Inventory Methodology Report</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>GHG Inventory Executive Summary Report (one draft version, one final version)</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>Organized directory of data files, templates, and tools</td>
<td>Month 7 after execution of Agreement</td>
</tr>
<tr>
<td>Presentation to City staff on findings/training</td>
<td>Month 7 after execution of Agreement</td>
</tr>
</tbody>
</table>

Task 3 Meetings:
- One (1) GHG emissions inventory methodology meeting with the City with up to three (3) Consultant Team representatives (to occur during Project Kick-off Meetings [Task 2.1] or by webinar hosted by VHB)
- Up to two (2) conference calls with City Project Manager and other relevant City staff to discuss data collection needs and status (additional discussion can occur in regular Project Coordination Meetings [Task 1.3])
- One (1) GHG emissions inventory findings meeting (including presentation of findings, training on inventory, tools, and approach) with the City with up to three (3) Consultant Team representatives (to occur concurrently with Meeting #2 identified in Task 2.1 or by webinar hosted by VHB)
- Consultant shall support City staff for one (1) GHG emissions inventory findings meeting with the ENRS Committee

Task 4: Baseline Assessment

In addition to the GHG inventory, which is an important component of City’s baseline assessment, the Consultant Team shall also do a thorough baseline assessment across all relevant data, plans, and other documents that speak to the City’s historic sustainability-related actions, performance, and future goals. Task 2 outreach activities will result in a definition of plan focus areas, based at least in part on the STAR Community assessment. The baseline assessment will be arranged per the plan focus areas.

Task 4.1 Baseline Assessment Data Collection

The Consultant Team shall collect and review relevant plans and policies including but not limited to the following:

- Comprehensive Plan
- Complete Streets
- Stormwater master planning
- CRS information
- Grow Smarter Strategies
- 2020 & Southside-related plans
- STAR Communities assessment
- Regional sea level rise projections
- County vulnerability assessment
- TBRPC Florida Energy Resilience Strategy
- TBEP Charting the Course Management Plan
- Select resiliency examples outside region
The Consultant Team shall identify additional data needs (separate from energy and GHG-related data summarized in Task 3) and collect any additional available data.

Data and information will be stored and organized in a Project SharePoint site developed and maintained by the Consultant Team. The data will be available to the City and Consultant Team throughout the term of the Agreement.

**Task 4.2 Baseline Resiliency/Vulnerability Assessment**

The Consultant Team shall build off existing resiliency efforts, including both the Pinellas County-City partnership for assessing vulnerabilities as well as the Urban Land Institute (ULI) Tampa Bay's Resilient City Workshop to conduct a vulnerability assessment for St. Petersburg that will inform resiliency planning, inclusive of social, economic, and physical resiliency.

Using existing studies, modeling/projections of climate impacts, and mapping of the community, the Consultant Team shall assess vulnerability infrastructure and vulnerable populations within the City, and summarize current and planned resiliency efforts. Consultant Team activities will include the following:

- Review climate projections (ensure consistency with local/regional efforts)
- Preliminary identification of key impacts/exposure and critical assets/sectors impacted
- Vulnerability workshop with key City staff and stakeholders determined by City and Consultant – intent of this workshop is not to duplicate the ULI workshop, but rather to focus in on identified impacts and discuss with those who know best, what are the greatest areas of vulnerability, greatest areas of adaptive capacity, and which vulnerabilities need to be prioritized for short-term action (to occur concurrently with meetings identified in Task 2.1 or by webinar hosted by VHB)
- Summarize vulnerabilities (matrix format)

**Task 4.3 Baseline Assessment Documentation**

The Consultant Team shall document the findings of the baseline assessment, inclusive of the Vulnerability Assessment, in a report and supporting technical documents. The Consultant Team shall also provide an executive summary and presentation for sharing with stakeholders to further guide development of goals, objectives, and strategies.

**Task 4 Deliverables (all items provided electronically only) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project SharePoint site (organized and maintained) with instructions</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>Vulnerability Matrix</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>Baseline Assessment Report and Executive Summary Report</td>
<td>Month 6 after execution of Agreement</td>
</tr>
</tbody>
</table>

**Task 4 Meetings:**

- One (1) Vulnerability workshop (two hours) with the City and up to three (3) Consultant Team representatives (to occur with meetings identified in Task 2.1 or by webinar hosted by VHB)
Task 5: 100% Clean Energy Roadmap

Consultant Team shall develop a roadmap for achieving 100% clean energy to guide the City to meet this ambitious target. The development of the roadmap will occur concurrently with all other Tasks of this Project, but specifically will include the following:

- **Baseline Assessment**
  - Leverage the energy data collected for the GHG Inventory to assess current baseline of energy consumption, sources, and associated emissions
  - Regulatory review to determine what programs, rebates, tax credits, incentives, etc. currently apply to the St. Petersburg area
  - Review of current procurement and contractual conditions with the utility

- **Strategy Identification**
  - Outline potential regulatory structures that could be leveraged
  - Assess opportunities for clean energy options within short-term contracting with utility
  - Identify and evaluate strategies to promote renewable energy and energy efficiency for homes/businesses
  - Document examples of common long-term structures used to incentivize renewable energy that could be considered (including, but not limited to, formation of a municipal utility, updating building codes, net-metering, renewable energy incentive programs, and a renewable portfolio energy standard)
  - Coordinate with stakeholders via the Sustainability Group and Executive Commission to discuss renewable policy ideas (as part of Meeting #2 described in Task 2.1)

- **Implementation Plan**
  - Short term strategies that focus on reducing energy consumption/increasing efficiency and promoting renewables through existing means will be identified
  - Longer term strategies with critical interim steps will be developed that focus on utility agreements and structure will also be identified
  - A likely recommendation coming out of this effort will be the development of a steering committee or similar group that will drive the implementation of the roadmap.

Consultant shall integrate all Deliverables and meetings associated with the 100% Clean Energy Roadmap task into Task 4.3 (Baseline Assessment Documentation), Task 6 (Identify and Evaluate Strategies), and Task 7 (Develop Implementation Strategy and Cost Estimates).

Task 6: Identify and Evaluate Strategies

The Consultant Team shall identify potential sustainability strategies and initiatives based on conducting Tasks 2 through 5 and including:

- STAR Communities objectives and actions
- Sustainability Group, Executive Commission, and public input (all formats including online input)
- Project team (City and Consultant Team) best practices knowledge/experience
There will likely be a long list of potential initiatives. Based on experience with similar efforts, the Consultant Team shall synthesize this list to remove duplicative strategies or combine ideas with similar intent. City staff will lead the effort of using the STAR Communities assessment to identify Projects and policies to further support STAR objectives. With coordination and support from the Consultant Team, the results of this task will be integrated into the ISAP planning process.

The Consultant Team shall then evaluate strategies using VHB's Sustainability Planning Optimization Tools (SPOT) Selector tool. Strategies will be evaluated across a set of evaluation criteria, proposed by the Consultant Team, and confirmed with the Executive Commission. Applicability to STAR Communities outcomes will be assessed as part of the evaluation. High-level cost/benefit (ranges of high, medium, low) will be assessed at this stage that includes high level economic valuation of the social and environmental benefits of proposed strategies. The Consultant Team shall work closely with City to determine timeframe (within 5-year implementation timeframe or long-term). Highest scoring strategies will be further developed for implementation and cost estimates as described in Task 7.

Task 6 Deliverables (all items provided electronically only in the format agreed upon by City Project Manager) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPOT Selector tool with:</td>
<td>Month 10 after execution of the Agreement</td>
</tr>
<tr>
<td>• Collection of strategies with descriptions,</td>
<td></td>
</tr>
<tr>
<td>• Arranged by focus area category,</td>
<td></td>
</tr>
<tr>
<td>• Screened and prioritized per City-defined screening criteria</td>
<td></td>
</tr>
<tr>
<td>Summary of integrating various initiatives to meet multiple sustainability goals to maximize return on investment.</td>
<td>Month 10 after execution of the Agreement</td>
</tr>
<tr>
<td>Identify initiatives and strategies for early implementation (during the planning process)</td>
<td>Month 4 after execution of the Agreement</td>
</tr>
<tr>
<td>Detailed outline of the ISAP document, including:</td>
<td>Month 8 after execution of the Agreement</td>
</tr>
<tr>
<td>• Focus area chapter structure</td>
<td></td>
</tr>
<tr>
<td>• Goals and objectives</td>
<td></td>
</tr>
<tr>
<td>• Baseline data</td>
<td></td>
</tr>
<tr>
<td>• Prioritized initiatives with brief descriptions</td>
<td></td>
</tr>
<tr>
<td>• <em>Not a complete full draft of the ISAP since implementation details will be determined in the next task</em></td>
<td></td>
</tr>
</tbody>
</table>

Task 7: Develop Implementation Strategy and Cost Estimates

Based on the prioritized strategies identified in Task 6, the Consultant Team shall develop an implementation strategy that will support a 5-year program with some additional guidance for long-term implementation. The Consultant Team understands that the ISAP is expected to be a data-driven plan with clearly defined goals and metrics, the projects that support them, and projected advancements in STAR ratings and financial and sustainable ROI. Potential partnerships (public and private), City government, and external funding sources will also be identified.
for implementation. Also, funding sources such as green revolving funds, energy performance contracts, and green bonds should be evaluated and summarized as funding opportunities related to overall or specific strategies.

The Consultant Team shall develop preliminary notes on implementation for all prioritized short-term initiatives. This effort will, in part, be completed during the course of evaluating the strategies during Task 6 (since feasibility of implementation will be a likely criteria for evaluation).

With these preliminary notes on implementation approach in hand, the Consultant Team shall conduct the third round of meetings with the Sustainability Group and Executive Commission to review all prioritized initiatives and discuss steps for implementation, who will lead/support, opportunities to create or leverage partnerships and resources, additional funding/technical resources needed.

A small but diverse set of investments will be assessed and evaluated by the Consultant Team over a long-term study period using Triple Bottom Line Cost Benefit Analysis (TBL-CBA). TBL-CBA is a systematic evidence-based economic business case framework that uses best practice Life Cycle Cost Analysis (LCCA) and Cost Benefit Analysis (CBA) techniques to quantify monetary values to the TBL impacts resulting from an investment. TBL-CBA expands the traditional financial reporting framework (such as capital, and operations and maintenance costs) to consider social and environmental performance. This will allow the City and the Consultant Team to fully account for the sustainability objectives in an economic business case for a more complete picture of the value of a strategy, project, or program. The investments will include project and policy-related investments limited to green stormwater infrastructure (GI) and low impact development (LID), as well as buildings-related investments and policies.

Based on this input, the Consultant Team shall develop an implementation plan for each short-term initiative along with high-level guidance for implementation of longer term initiatives. This implementation approach will be incorporated into each chapter of the complete ISAP.

### Task 7 Deliverables (all items provided electronically only) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost estimates with implementation plan</td>
<td>Month 11 after execution of the Agreement</td>
</tr>
<tr>
<td>Sustainability Initiatives/Strategies Grant and Partnership Evaluation memo</td>
<td>Month 11 after execution of the Agreement</td>
</tr>
<tr>
<td>(one draft, one final version)</td>
<td></td>
</tr>
<tr>
<td>TBL-CBA sustainability business case assessment on a refined short-list of</td>
<td>Month 9 after execution of the Agreement</td>
</tr>
<tr>
<td>options memo (one draft, one final version)</td>
<td></td>
</tr>
<tr>
<td>- Included will be a one-year subscription to AutoCase for Sites to run</td>
<td></td>
</tr>
<tr>
<td>additional analyses for stormwater/LID Projects, including training and</td>
<td></td>
</tr>
<tr>
<td>60 hours of consulting support hours from team member Impact Infrastructure</td>
<td></td>
</tr>
<tr>
<td>Complete Draft of ISAP document outline, inclusive of implementation plans</td>
<td>Month 11 after execution of the Agreement</td>
</tr>
</tbody>
</table>
Task 7 Meetings:
One (1) presentation to City Council or COW on the results of the evaluation of strategies with up to three (3) Consultant Team representatives (to occur with meetings identified in Task 2.1 or by webinar hosted by VHB)

Task 8: Develop Final ISAP
The Consultant Team shall prepare the ISAP based on previous tasks. The Consultant Team shall develop two versions of the Plan: the ISAP “Highlights” summarized and easy-to-read piece and a full detailed, technical version.

Task 8.1 Prepare ISAP “Highlights”
The Consultant Team shall prepare a proposed format for the ISAP “Highlights” report – an easy-to-read ISAP summary. The Consultant shall develop a detailed draft outline of the document for City review. The ISAP “Highlights” will be a high-quality “designed” report with color photographs and visually appealing graphics, and will be written in an engaging style. The format will accommodate hard copy and web/CD versions of the Plan.

Task 8.2 Prepare Full Technical ISAP
The Consultant Team shall also develop a detailed technical ISAP, which will contain all of the data collection and analysis as with detailed content describing analysis, recommendations, and implementation plan. The Consultant Team shall prepare a proposed format for the report and will develop a detailed draft report outline of the document for City review. The report will contain the plan and implementation details that are generally too detailed for a wide audience. The format will accommodate hard copy and electronic versions of the Plan. Two members of the Consultant Team will attend one (1) presentation to City Council for adoption of Final ISAP. Consultant Team members will assist City staff in preparation of presentation and delivery to the City Council.

Task 8 Deliverables and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>One draft of full Technical ISAP and ISAP “Highlights” (electronically)</td>
<td>Month 13 after execution of the Agreement</td>
</tr>
<tr>
<td>One draft of Preliminary Final full Technical ISAP Technical and ISAP “Highlights” (electronically)</td>
<td>Month 14 after execution of the Agreement</td>
</tr>
<tr>
<td>One Final full Technical ISAP and ISAP “Highlights” (electronically in format agreed upon by City Project Manager and 20 hard copies for distribution to City Council)</td>
<td>Month 16 after execution of the Agreement</td>
</tr>
</tbody>
</table>

Task 8 Meetings:
- Attend one (1) presentation to City Council for adoption of Final ISAP

SCHEDULE
The VHB Team will begin performance of the above services within 5 business days of the executed Agreement. The Project will be completed within sixteen (16) months from the date of Agreement execution. The schedule is subject to timely delivery of information provided by the City and is inclusive of City review of Deliverables. The Consultant Team shall develop a detailed schedule in Microsoft Excel or similar project management software agreed upon by City Project Manager to be included in the Project Management Plan prepared as part of Task 1 and updated as-needed.
## Appendix B

### ISAP FEE PROPOSAL

<table>
<thead>
<tr>
<th>Task</th>
<th>VHB (PRIME)</th>
<th>Destination Better</th>
<th>George F. Young</th>
<th>Impact Infrastructure</th>
<th>TLC</th>
<th>LABOR FEE TOTAL</th>
<th>EXPENSE TOTAL</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Management and QA/QC</td>
<td>$22,752</td>
<td>$5,167</td>
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<td>Task 2</td>
<td>Public, Business, and City Stakeholder Engagement</td>
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<td>Task 3</td>
<td>Greenhouse Gas Inventory</td>
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<td>Baseline Assessment</td>
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<td>Task 5</td>
<td>100% Clean Energy Roadmap</td>
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<td>Task 6</td>
<td>Identify and Evaluate Strategies</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$12,867</td>
<td>$0</td>
</tr>
<tr>
<td>Task 7</td>
<td>Develop Implementation Strategy &amp; Cost Estimates</td>
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<td>$3,403</td>
<td>$9,976</td>
<td>$1,465</td>
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<td>$5,000</td>
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<td>Task 8</td>
<td>Develop Final Report</td>
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<td>$676</td>
<td>$0</td>
<td>$0</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$155,867</strong></td>
<td><strong>$45,835</strong></td>
<td><strong>$10,566</strong></td>
<td><strong>$11,176</strong></td>
<td><strong>$13,186</strong></td>
<td><strong>$236,630</strong></td>
<td><strong>$10,820</strong></td>
<td><strong>$247,450</strong></td>
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<tr>
<td><strong>TOTAL %</strong></td>
<td>66%</td>
<td>19%</td>
<td>4%</td>
<td>5%</td>
<td>6%</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL S/M/WBE %</strong>*</td>
<td>19%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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* Destination Better
## City of St. Petersburg Integrated Sustainability Action Plan

### VHB Team Labor Rate Information

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RESOLUTION NO. 2017-___

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND VANASSE HANGEN BRUSTLIN, INC. ("CONSULTANT") FOR CONSULTANT TO DEVELOP AN INTEGRATED SUSTAINABILITY ACTION PLAN AND PROVIDE OTHER SERVICES FOR AN AMOUNT NOT TO EXCEED $247,450; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 13, 2017, the Procurement & Supply Management Department issued RFQ No. 6368 to develop an Integrated Sustainability Action Plan (ISAP) to advance the City’s sustainability initiatives including 100% clean energy goals and regional resiliency planning; and

WHEREAS, on April 4, 2017, the Procurement & Supply Management Department received eight (8) statement of qualifications in response to the RFQ; and

WHEREAS, on April 28, 2017, the selection committee (Nikki Capehart, Sharon Wright, Lisa Glover-Henderson and Brian Caper) met to discuss the statement of qualifications and five (5) firms were shortlisted; and

WHEREAS, on May 23, 2017, the five (5) shortlisted firms made presentations to the selection committee; and

WHEREAS, based on the presentations, deliberations and RFQ materials submitted by the (5) shortlisted firms, the selection committee ranked Vanasse Hangen Brustlin, Inc. ("Consultant") as the most qualified firm to develop an Integrated Sustainability Action Plan; and

WHEREAS, Administration and Consultant have negotiated a professional services agreement for Consultant to (i) develop an Integrated Sustainability Action Plan and (ii) provide the other services set forth in the agreement for an amount not to exceed $247,450; and

WHEREAS, Administration recommends that City Council approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. ("Consultant") for Consultant to develop an integrated
sustainability action plan and provide other services for an amount not to exceed $247,450 is hereby approved.

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

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

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Awarding a blanket purchase agreement to SAK Construction, LLC, for Sanitary Sewer Inflow/Infiltration Priority Area CIPP Lining – FY17, in the amount of $2,250,000 (Engineering Project No. 17048-111; Oracle No. 15813).

Explanation: The Procurement Department received seven bids for construction of Sanitary Sewer Cured-in-Place-Pipe (CIPP) lining. The bids were opened on June 13, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Base Bid</th>
</tr>
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<tbody>
<tr>
<td>SAK Construction, LLC (O'Fallon, MO)</td>
<td>$1,886,870.00</td>
</tr>
<tr>
<td>Miller Pipeline, LLC (Indianapolis, IN)</td>
<td>$2,050,975.00</td>
</tr>
<tr>
<td>Insituform Technologies, LLC (Chesterfield, MO)</td>
<td>$2,198,974.00</td>
</tr>
<tr>
<td>Layne Inliner, LLC (Sanford, FL)</td>
<td>$2,380,886.00</td>
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<tr>
<td>EnviroWaste Services Group, Inc. (Miami, FL)</td>
<td>$2,487,504.00</td>
</tr>
<tr>
<td>Kenny Construction Company (Northbrook, IL)</td>
<td>$2,557,000.00</td>
</tr>
<tr>
<td>Lanzo Trenchless Technologies - South (Deerfield Beach, FL)</td>
<td>$3,219,460.00</td>
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The contractor will provide all labor, material, services and equipment necessary to restore deteriorated 8-inch to 12-inch diameter sanitary sewer gravity pipe utilizing the trenchless CIPP lining method. The work includes traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, construction of cured-in-place fiberglass pipe lining, and restoration of right-of-way. This work is being completed as part of Mayor's infrastructure plan to reduce infiltration into the City's wastewater system.

This project will reduce inflow/infiltration (I/I) entering the wastewater collection system in Priority Area 11 of the Wet Weather Overflow Mitigation Program, and is served by the Southwest Water Reclamation Facility (refer to attached project location map). Other priority areas identified within the Southwest service area could subsequently be addressed with future funding. CIPP lining provides a cost effective method of reducing inflow/infiltration and restoring the structural capacity and flow characteristics of deteriorated gravity sanitary sewer pipe under roadways, without the need for dewatering, sheeting and shoring, excavating, and roadway replacement. The bid documents require the contractor to provide unit prices for the CIPP lining and associated rehabilitation activities for the various pipe diameters, and allows the City to award the contract in an amount equal to the project budget amount. The project budget established by the Water Resources Department for the contractor is $2,250,000. The initial contract period will be three hundred and sixty (360) calendar days, and the contract may be renewed for up to two (2) additional one-year periods.

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

SAK Construction, LLC (O'Fallon, MO)..............................................$2,250,000.00

SAK Construction, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6525, dated May 16, 2017. They have performed similar work for the Metropolitan Government of Nashville & Davidson County, the City of Orlando, and the City of Tamarac, and have performed satisfactorily. References have been checked and are acceptable.
Principals of the firm are Thomas Kalishman, chairman & chief executive officer; Jerome P. Shaw, Jr.,
president; Boyd Hirtz, vce president; Roger Archibald, chief financial officer, secretary & treasurer,
and Steve Stulce, assistant secretary & assistant treasurer.

This project qualifies for City Code 2-214/ Ordinance 79-H, Local Hiring: Construction Incentive Program.
This project qualifies for City Code 2-296 through 2-298/ Ordinance 165-H, Major Construction Projects
Requirements for Employing Apprentices; and City Code 2-298.5/ Ordinance 164-H Major Construction
Project Requirements for Disadvantaged Workers. SAK Construction, LLC estimates there will be 5,660
total labor hours on the project and proposes to employ apprentices for 566 labor hours or for a minimum
of 10 percent of actual labor hours to meet the apprentice requirement, and to employ
disadvantaged workers for 566 labor hours or for a minimum of 10 percent of actual labor hours to meet the
disadvantaged worker requirements.

The contractor will begin work approximately ten (10) calendar days from written Notice to Proceed. Work
completion is scheduled within two hundred and forty (240) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water
Resources Capital Projects Fund (4003) to the SAN I&I Removal FY17 Project (15813).

Attachments: Project Location Map
Resolution

Approvals:

[Signature]  [Signature]
Administrative  Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A BLANKET AGREEMENT TO SAK CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $2,250,000 FOR THE SANITARY SEWER INFLOW/INFILTRATION PRIORITY AREA CIPP LINING – FY17 PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to reduce inflow/infiltration (I/I) entering the wastewater collection system in Priority Area 11 of the Wet Weather overflow Mitigation Program which is served by the Southwest Water Reclamation Facility; and

WHEREAS, the Procurement & Supply Management Department received seven (7) bids for the Sanitary Sewer Cured-in-Place Pipe (CIPP) Lining Project pursuant to Bid No. 6525 dated May 16, 2017; and

WHEREAS, SAK Construction, LLC has met the specifications, terms and conditions of Bid No. 6374; and

WHEREAS, the Administration recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of a blanket agreement to SAK Construction, LLC in an amount not to exceed $2,250,000 for the Sanitary Sewer Inflow/Infiltration Priority Area CIPP Lining – FY17 Project is hereby approved and the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00331065
TO: Members of City Council

DATE: July 7, 2017

COUNCIL DATE: July 13, 2017 and July 20, 2017

RE: Proposed LDR Revisions

____________________________

ACTION DESIRED:

Please read into the record, the attached memorandum stating my position regarding the LDR revisions. Please read into the record on July 13, 2017 as part of first reading and on July 20, 2017 as part of the public hearing.

Steve Kornell, District 5
Council Member

Attachment
MEMORANDUM
Office of City Council

TO: The Honorable Members of City Council
FROM: Steve Kornell, Council Member, District 5
SUBJECT: Proposed LDR Revisions
DATE: July 7, 2017

As I have been selected to attend a leadership program for local government leaders at Harvard University’s Kennedy School of Government, it is with regret that I cannot be in attendance for this City Council meeting. In my absence there will be a first reading and then public hearing on proposed LDR changes. I have been informed that I am not allowed to vote if I am not present at the meetings in question, but I wanted to make my position on the proposed changes clear to City Council and to members of the public.

I have spent a great deal of time on these issues since they were first proposed. This includes taking a tour with city staff and several meetings with neighborhood leaders who have participated in the process. I have carefully considered all the information presented. I have also done research. I am concerned that we are moving forward with these proposed changes to our LDRs without first putting in place some type of design standards that will protect historic neighborhoods. I believe that a fair standard would be to use a neighborhood’s designation as either a local historic district, or absent the local designation, the neighborhood's designation on the national register of historical places. I would like to take this opportunity to encourage our staff to move as quickly as possible to develop these standards.

In light of the lack of these standards being in place, I would only be willing to vote in favor of a base FAR of .40 with bonuses of up to .20. This has been recommended by a coalition of neighborhood leaders from Kenwood, Old Northeast and others. I strongly support their recommendation. If this proposed FAR had been in place, the vast majority of new homes built in the past two years would still have been allowed to be built.

This is not unprecedented in Florida. The City of Winter Park, Florida allows a base FAR of .38 with a .05 bonus for an increase in side yard setbacks. The City of Miami Beach allows a base FAR of .50 with no bonuses available.

These factors lead me to believe that the neighborhood proposal is reasonable and therefore I wholeheartedly support a base FAR of .40 with bonuses of up to .20. I believe it is important that we take a decisive step in the right direction. If not, by the time we realize we were wrong, the character of our historical neighborhoods will be forever altered.
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: July 13, 2017

COUNCIL DATE: July 20, 2017

RE: Amend Industrial Zoning to include churches

ACTION DESIRED:
Respectfully requesting an amendment to Industrial Zoning category to include Churches.

Lisa Wheeler-Bowman, Council Vice-Chair
District 7
Chair Rice called the meeting to order and the following topics were discussed:

**Approval of May 25, 2017 Minutes:** Passed 5-0

**General Update – Renewable Cities**
Sharon Wright discussed a few take-aways from the Renewable Cities Global Learning Forum where she was sponsored by Simon Fraser as the city staff person to attend and learn with other cities committed to a transition to clean energy. This opportunity, like several others, occurred because of the city’s public commitment to 100% transition to Clean Energy. Some ideas discussed at the forum include:

- Tell the world we are ready!
- Learn by doing – it takes some trial/error, some risk, and technologies, policies, and implementation ideas improve as you try.
- 100% renewable only works with 100% community focus.
- Imagine the future!
  - One connected grid fueled by renewables based on regional availability
  - Quiet communities (electric car example)
- Perth is working toward net positive by 2025; also, there is a company there is a company there manufacturing clear glass solar
- Finding a way - Pingala Program Example
  - Seeded w/grant funding from City of Sydney
  - “Mums”, dads, renters, community invest in community solar at Young Henry’s for solar-powered beer!
  - Pingala hosted an investor event at the tasting room of brewery, community funded the project, and is expected to see a 5% - 7% return on investment.
  - And, the community is invested in see that local business thrive and regularly patronizes the brewery.
Proposal for an Energy Efficiency and 100% Clean Energy Framework/Request for Seed Funding from BP Settlement Funds: $375,000 (proposal and presentation included)

Sharon provided an overview of how the proposal came together through researching PACE and financing options along with ongoing work with League of Women Voters (LWV) on the state’s first solar co-op here in St. Pete. The LWV have requested $75,000 for a full time staff person, space, and marketing materials to continue bringing solar co-ops up and down for one year while LWV and the Community Power Network work to secure self-sustaining funding for the program.

The Solar & Energy Loan Fund (SELF) is a non-profit whose mission is to rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, including: energy efficiency; renewable energy; wind-hazard mitigation; and, water conservation/water quality projects. As a non-profit started in Florida to provide alternative financing for these type of improvement, they are working to scale up from their current levels. To move into the St. Pete/Pinellas market, SELF is seeking $100,000 per year for three years ($300,000 over three years) to hire local staff, provide project management for clients as well as cover underwriting, investor recruitment, and more. SELF is also requesting space of which the new Financial Inclusion Center has been identified as a possibility.

Doug Coward, SELF Executive Director and Duanne Andrade, SELF Chief Financial Officer provided a more detailed overview of their programs (presentation included). The presentation included their background in St. Lucie County, SELF’s approach as a CDFI lender and the only one in the state operating in the areas of energy and water.

Julie Kessel, MD, President, LWV St. Pete Area & Director, LWV Florida provided more detail on solar co-ops now operating across the state (presentation included). Julie also went over the FL SUN Co-op structure including Community Power Network (CPN) for technical expertise along with residents who select vendors for installing projects for each co-op as it is ramped up and down over a 4 month time period, then repeated. Julie also touched on the community solar aspects of the program.

Doug, Duanne, and Julie answered questions from council members about the following topics:

- Confirm that LWV is requesting funding for staff for 1 year – Julie answered yes.
- How does SELF avoid fraud (Council member Montanari set up an example of his mother and her home)?
  - Duanne explained the project management approach with clients and the fact that the vetted contractors have to work with SELF to their satisfaction and the customer’s satisfaction before receiving money from SELF (rather than from the client).
  - Doug also stated that the loans are unsecured personal loans that are not tied to the client’s home (as compared to a PACE framework).
- At what threshold does the solar coop model enable contractors to offer a discounted installation?
  - Julie answered that, depending on the firm, 20-40 people signing on to a coop will garner commitment from the firm. The members do not have to be signed on to a contract, but that number of sign ups gives the firm confidence that they will have enough projects.
Karl Nurse commented on the age of the housing and lack of energy code when they were built emphasizing that there was so much need for energy efficiency and weatherization improvements.

Councilmember Montanari cited his belief that the private sector should take care of the financing and energy efficiency needs. For discussion, Councilmember Kornell raised some of the issues about credit, financing, and working people being able to access fair financing.

Lisa Wheeler-Bowman made a motion to recommend to City Council to approve the seed funding for both LWV/CPN FL Program and the SELF program.

The motion passed 4-1 with Council member Montanari as a nay.

Energy Efficiency & Retrofits Update:
Net-Zero Energy City Facility Analysis and Energy/“Green” Bond Financing Option
Sharon introduced the presentation with a reminder that in November 2016, $250,000 of BP Settlement Funds were allocated for engineering staff to gather data, conduct analysis, and work with USF Clean Energy Research Center to conduct building audits to fold into the analysis.

Lisa Glover-Henderson presented the preliminary results and an energy/green bond scenario (presentation included). Lisa showed data summaries of the city’s overall energy usage, energy used by department, and by facility type. Water Resources, Public Works Administration, and Parks & Recreation make up about 41% of the energy usage with buildings and lights being a large chunk of that usage. Using the student audits, historic and current energy account data as available, and professional estimating methodology, it was determined that almost $30 million in city facility projects would bring city facilities to meet a net zero energy goal.

Lisa also showed the possibilities for using the $185,000 left of the November 2016 funding allocation on one of audited facilities (Thomas “Jet” Jackson Recreation Center) or splitting among three facilities to achieve a similar balance of energy savings.

To develop the energy bond scenario, staff suggested that an example Phase 1 bond (aka a long that needs to be paid back) could be executed for $5 million. A cash flow analysis was presented that shows a payback of 9.7 years with a 9% internal rate of return (IRR). An initial phase could be closely tracked for energy savings and payback from that savings to prove out and/or adjust for future phases. The cash flow analysis assumes no special terms or rates like QECB on police headquarters as there is no guarantee of availability.

Councilmember Kornell discussed the need for the balance of evaluating internal financing through efficiencies and/or existing funds before taking on more debt. Competing borrowing priorities were mentioned. Also, Councilmember Nurse pointed out that aside from federal grant dollars, no money has been spent on energy improvements in 10 years (deferred maintenance).

Councilmember Nurse made a motion for staff to continue on this path and bring back a suite of projects that can be retrofitted with a payback of 10 years or less and the bonding option.

The motion passed 5-0.
**DRAFT Tree Planting Site Evaluation Results**

Sharon provided a summary of the site evaluation work for the tree planting program made possible by the allocation of BP Settlement Funds in May 2016. Site evaluation of corridors identified by Tree Czar Fischer, community members, and staff, were evaluated in the field for spacing, overhead utilities, and more criteria. A desktop analysis of underground utilities was also completed. The evaluations resulted in site matrix of criteria including available space and needs, tree categories listing tree types and sizes appropriate for the tough roadway corridor environment, and draft tree planting plans to use in moving forward with final fieldwork, tree purchase, installation, establishment, and maintenance (2 years).

Overall, on the corridors evaluated, the planting plans show that about 2,185 trees could be planted for $1,984,745 or about $909/tree. Cost saving strategies were discussed to get more trees. In addition, it was mentioned that the palms raise the average a bit, and the suggestion by Councilmember Kornell to minimize palms will be part of the cost saving strategy. In addition, using in house Stormwater, Pavement, & Traffic staff will be tested as a cost-saving measure on one or two of the areas identified.

Councilmember Nurse also noted that palms do not get the city to the shade canopy that is part of the overall goal.

Staff have heard from the community that minimizing palms and crepe myrtles to increase diversity and shade is desired.

Sharon showed the results of the technical team review to prioritize the corridors for a “Tier 1” and Tier “2” approach to the work to maximize coverage and tree numbers.

Councilmember Montanari noted that his district was listed in “Tier 2”. Sharon responded that it is an approach to direct the contractor to into the field, it is not final, and that as costs are refined, it would be expected that all of the work for this chunk of funding would occur over the next year and ½. Generally, once started, it is estimated that “Tier 1” work would take approximately three months and Tier “2” would immediately follow.

A motion was made to recommend City Council release the remaining $475,000 to move forward with the fieldwork and purchase of trees. The total amount remaining is $481,600 as $25,000 was released in 2016.

Beth Connor, Citizen, pointed out a mistake on the circled street on a map in the Pinellas Point Drive and 62nd Ave S coinciding with the presented list. The final report out and presentation need to verify everything is accurate on the map.

The motion passed 5-0.
Proposal Overview

Based on participation by League of Women Voters (LWV) and their partners using a national model for solar co-ops, along with the city’s goal of structuring optional financial opportunities for home improvements for energy efficiency, weatherization, renewable energy and potentially sewer lateral improvements, the following proposal requests $375,000 of the BP Settlement Funds to enable the startup of a multi-collaborator framework that will position homeowners and businesses to implement structural improvements while expediting momentum for achieving city sustainable goals.

Use of the BP Settlement funds is justified by the direct relationship to increasing energy independence in St. Petersburg. The framework provides for the development of a sustainable, community-based solution that facilitates a multi-year plan to move toward 100% clean energy. Partnering and collaborating within the proposed framework provides services and products that will provide the necessary momentum to achieve our ambitious goal of 100% Clean Energy. It is intended that this system that will be in place for several years, eventually becoming self-sufficient as tools and programs are established with the community.

Draft Collaboration Framework

To meet the city’s 100% clean energy, infrastructure improvements such as window, insulation and HVAC upgrades, as well as substantially increased renewable energy installations such as solar, will be required as appropriate and feasible throughout the city. Such improvements need financial investment and the avenues to generate the monies varies on the owner of the structure.

The framework below lists the three main categories of infrastructure owners (residential, commercial and government/not for profit), as well as the different sources of funding that exists for each. This proposal focuses on providing resources to three specific areas of this framework which is seen as important steps to realize the City’s clean energy goal. The first request is to provide $75,000 to the LWV to allow them to hire a full-time staff that will exclusively focus on growing the successful residential solar co-op program and community solar project(s). The second request is an investment of $100,000 for 3 years ($300,000 total) to allow The Solar and Energy Loan Fund (SELF), a Community Development Financial Institution (CDFI) certified program, to establish a person to head up and establish this residential credit program.

The Financial Inclusion Center is included in the framework because of the linkages to the S.E.L.F. program, should it move forward, requires space for staff, includes a credit establishment aspect for LMI clients, and for other potential linkages that could come from such co-location.
Framework to 100% Clean Energy

Goal 100% Clean Energy
Windows, Roof, Insulation, HVAC, Water Heaters, Lights, Solar (Individual, Community, Co-op,)

Elected officials and the community deserve justification for providing seed funding for the main non-profit organizations (LWV & SELF) within the proposed framework. Below is a table summarizing the requested funding. The following sections provide more details about each of the programs and the benefits they bring to the City of St. Petersburg.

Proposal Funding Allocations

<table>
<thead>
<tr>
<th>Funding Recipient</th>
<th>Amount</th>
<th>Services/Products</th>
<th>Other Potential Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>League of Women Voters</td>
<td>$75,000</td>
<td>FT Staff, program materials, advertising, overhead</td>
<td>FHSP Transformational Grant, Solar Community Challenge, Pinellas County Commission</td>
</tr>
<tr>
<td>S.E.L.F.</td>
<td>$300,000</td>
<td>FT local staff, office and set up for 3 years – project management &amp; financing for energy efficiency, weatherization, roof repair/replacement, disability products, sewer lateral replacement</td>
<td>Pinellas County, Clearwater, Largo, Other Pinellas cities</td>
</tr>
</tbody>
</table>

Collaborator Summaries

League of Women Voters (LWV)
The LWV is a long-time established organization in the nation and locally in St. Petersburg. The national organization and recent St. Petersburg solar co-op bring experience and proven success in promoting and implementing solar projects. LWV of the St Petersburg Area seeks to partner with the City to further the City’s sustainability goals, improve the health of the community and empower citizens to pursue energy independence.

The League has partnered with Community Power Network (CPN), a not for profit national organization that helps communities achieve energy independence through the development of solar co-ops, to create FLSUN (Florida Solar United Neighborhoods). Solar co-ops bring affordable green energy by allowing co-op members to buy in bulk through a competitive process. By purchasing solar as a group, up to 20% can be saved off the cost of a
residential solar system. The League piloted this program in 2015 in Orlando with great success. It subsequently joined CPN in order to roll out the concept across Florida. In July, 2016, St Petersburg was the first co-op launched under the new program. In six months, it enrolled 230 co-op member households and contracted 55 individual home installs, averaging 7 KW per system. One of the key barriers to additional installations in the first co-op was financing options. The proposed framework will reduce those barriers.

Since that time, LWV has launched 6 co-ops across the state, with 12 more scheduled to launch in the next several months, six of which are in the Miami Dade geography, and two in the Tampa Bay region. Orlando LWV has launched three successive co-ops, with each delivering an increasing membership, 80, 160, and 550, demonstrating the demand for residential solar by our Florida communities and the importance of sustained effort. LWV has experienced significant demand for a second St Pete co-op.

To meet demand, LWV seeks to develop a full time program to focus exclusively on the development of St Petersburg solar co-ops and solar installations. In addition to increasing solar installations, LWV seeks to secure a funding mechanism to support solar and energy conservation installations on low and middle income homes in St Pete, and to explore the establishment of local hiring and training programs. LWV has a goal to install solar on 100-200 additional homes and commercial buildings across St Petersburg over a 12 month interval, and lay the groundwork for further exponential growth in solar installs. Thus, they seek the support of the City a full-time person to help lay this ground work and establish the program. Furthermore, there is a community solar aspect to the FTE work with more detail to come. Additionally, if benefits to LMI households are maximized, chances increase for winning the $500,000 prize for the best team in the Solar in Your Community Challenge.

Solar and Energy Loan Fund (S.E.L.F.)

Community Development Financial Institutions (CDFI) are private financial institutions that are 100% dedicated to delivering 100% responsible, affordable lending to help low-income, low-wealth and other disadvantaged people. SELF is a mission-driven CDFI certified Florida non-profit community lending organization that provides favorable financing for assorted home improvements that can help save on operating costs, increase equity, improve hurricane resistance, and enhance livability. The organization’s mission drives a focus on low and middle income community residents, and includes low interest financing, credit rehabilitation, energy audits, project selection based on family priorities and home needs, and vendor oversight. As an additional benefit, the non-profit CDFI does not require an agreement with the city and the tax assessor.

More specifically, SELF provides unsecured microloans, at below market rate, for the following types of home improvement projects:

1. Energy conservation and efficiency (e.g., weatherization, high-efficiency A/C, LED lights);
2. Renewable energy (e.g., solar water heaters, solar A/C, solar PV, and solar attic fans);
3. Wind-hazard mitigation (e.g., roofs, windows, doors, and hurricane shutters);
4. Water conservation (e.g., low-flow irrigation systems and rain barrels);
5. Water quality (e.g., septic tank conservations and upgrades to private sewer laterals)
6. Disability Products (e.g., wheelchair ramps and walk-in showers).
7. Help clients establish credit

The non-profit aspect of the financing includes the ability to responsibly reach a different, low-income demographic with project management of home improvements being directly overseen by the non-profit. The approach includes an environmental, social, and economic aspect as the investors in the non-profit CDFI are largely organizations that are interested in investing because there is a social component included. An RFQ process may want to be discussed.
as this would enable other CDFIs like the Tampa Bay Black Business Investment Corp to consider positioning for a similar partnership and seed funding, although initial research shows that other CDFI’s do not have the energy efficiency or project management approach experience.

**PACE**

Property Assessed Clean Energy (PACE) model is a mechanism for financing energy efficiency and renewable energy improvements on private property. It allows a property owner to implement improvements without a large up-front cash payment. Property owners voluntarily choose to join the program and payback the investment costs through property assessments over a 10-20 year period. The PACE program is for-profit and depends on contractors for sales and project management rather than in-house counseling and guidance practiced by SELF. It complements the CDFI program by offering improvement services to residential and commercial owners that are mid-income. The PACE model depends on contractors to communicate offers to homeowners and usually maintains consumer protections as a way to manage outreach and contractor issues which is different from the project management approach of S.E.L.F. where staff vet and guide clients individually.

Also, because PACE financing payments are collected by the property appraiser, Florida law requires a PACE provider to obtain the City’s permission before providing financing within City limits. As a result, the City would enter into an agreement with each selected PACE provider to establish terms for that provider’s activities within the City, consumer protection standards, etc.

Ideally, it is proposed to set up in St. Petersburg an open market structure with 2-4 PACE providers in place, consistent with the Pinellas County PACE approach, where possible. This structure provides a needed link to parts of the market not covered by traditional bank or SELF financing. The city continues to work on getting its first PACE provider in place ASAP or no later than the timing of rolling out the proposed collaborator structure.

**Next Steps/Proposed Schedule**

In addition to steps below, grant, foundation, and regional partner funding sources will be solicited.

1. Present proposal to ENRS Committee (June 2017)
2. If approved/revised, take to City Council (August 2017)
3. RFQ, if needed, for non-profit CDFI (August/September)
4. PACE agreement to City Council (August/September 2017)
   - County program may now cover city – breaking news June 2017; not final
5. SELF hires local FT staff (August/September 2017)
6. LWV/CPN hires FT staff (August/September 2017)
7. PACE + SELF up January 2018
8. Co-op sign up ready (January/February 2018)

**Backup Information**

The proposals included may be slightly outdated after discussions in April 2017, but they are close enough to include and review. Also, additional legal and financial backup information is available as-needed. The following three documents are included:

- LWV/St. Pete Solar Co-op Partnership Proposal
- LWV solar co-op impact assessment
- SELF/St. Pete Proposal
City of St Petersburg Solar Co-Op Partnership Proposal

Executive Summary

The City of St Pete has established significant investment and a strong foundation in its identity as a green city, achieving its recent 3 star community baseline rating, with a focus on an integrated sustainability action plan, a commitment to 100% renewal energy (Ready for 100) and its resilience planning program.

The League of Women Voters of the St Pete Area and Florida seeks to partner with the City to further the City’s sustainability goals, to improve the health of the community and to empower citizens to pursue energy independence.

The League has partnered with Community Power Network (CPN), a not for profit national organization that helps communities achieve energy independence through the development of solar co-ops, to create FLSUN (Florida Solar United Neighborhoods). The League piloted this program in 2015 in Orlando with great success. It subsequently joined CPN in order to roll out the concept across Florida. In July, 2016, St Pete was the first co-op launched under the new program. In six months, it enrolled 230 co-op member households and contracted 55 individual home installs, averaging 7 KW per system. Since that time, we have launched 6 co-ops across the state, with 12 more scheduled to launch in the next several months, six of which are in the Miami Dade geography, and two in the Tampa Bay region. Orlando has launched three successive co-ops, with each delivering an increasing membership, 80, 160, and 550, demonstrating the demand for residential solar by our Florida communities and the importance of sustained effort. The League has experienced significant demand for a second St Pete co-op.

In order to further the shared goals of the City and the League to increase our community’s energy independence, the League seeks to develop a full time program to focus exclusively on the development of St Pete solar co-ops and solar installations, to work to secure a funding mechanism to support solar and energy conservation installations on low and middle income homes in St Pete, and to explore the establishment of local hiring and training programs. We expect to outfit solar on 100-200 additional homes and commercial buildings across St Pete over a 12 month interval, and lay the groundwork for further exponential growth in solar installs.

The League requests a one year, one time, grant for $75,000.

This money would be used to fund a full time executive director, office space from which to operate and associated training and employment costs. The League will cover all other operational costs. The executive director would report to the Community Power Network.

Benefits

- Homeowners will realize a return on their investment over 7 -10 years
- St Pete will reduce its carbon emissions; an average installation equates to taking about 1.25 cars off the road (about 16,000 lbs carbon), an impact which would take about 24 trees to offset.
- The City engages its citizens as partners and champions in its goal to pursue energy independence and drives demand up in its communities
- These efforts will continue to deepen the development of a marketplace and funding mechanism that drives cost down, facilitates industry competition, and creates the opportunity for work training and hiring programs through collaborations with our local technical institutions.
- Provides the city with a locally installed committed resource with technical expertise to address community inquiries and concerns and to educate and engage the citizenry.
Partner Profile

League of Women Votes of Florida, LWVF, (and the St Pete Area, LWVSPA)

The Florida League of Women Voters, a not for profit organization, was incorporated in 1937, with the St Pete League as one of its founding member groups, and is now a grassroots, nonpartisan volunteer organization with 36 chapters across the state. While best known for its success in election protection and fair districting, the League has worked on sustainability and energy issues for decades. Because of the interest of its membership in environmental issues, the League was the number one organization for citizen petitions gathered to put Amendment One; The Water, Land and Legacy initiative on the ballot. The League’s Speaker Corps spoke to over 21,000 citizens and helped generate a 76% percent passage rate for the amendment. Almost every League has a Natural Resources Committee, and many Leagues participate in this initiative. The St Pete League was the first FL League to open a solar co-op. It partnered with the Suncoast Sierra Club with great success, and was endorsed by the Mayor Kriseman and City Council.

FL Sun

FL SUN (Florida Solar United Neighborhoods) is the product of collaboration between its parent organizations: Community Power Network and the Florida League of Women Voters, and is the entity that houses the Florida solar co-op programs. Community Power Network is its umbrella organization.

Community Power Network

Community Power Network (CPN) is a national nonprofit 5013c organization. Located in Washington, D.C., where it originated in 20017, CPN is dedicated to helping communities implement renewable energy projects. With deep technical expertise in solar energy and experience implementing solar co-ops across many diverse communities, CPN helps communities gain the tools and expertise necessary to start their own renewable energy projects. CPN operates in six states as Solar United Neighborhood (SUN) programs: DC SUN, MD SUN, VA SUN, and WV SUN, OH SUN & FL SUN. Since scaling up co-op implementation in 2013, CPN has launched 80 co-ops across those six states, leading to:

| Over 10,500 homeowners educated on solar | 1500 homeowners installing solar |
| 10.45 MW of installed solar capacity | $27M in solar investments |
| $5.2 M in savings for co-op members | 332,000,000 lbs of CO2 emissions avoided |

Suncoast Sierra Club

The Sierra Club is a national organization dedicated to enjoying, exploring and protecting the planet. It is the oldest, largest and most influential grassroots environmental organization in the United States. The local Suncoast group organizes and participates in environmental education, outdoor adventures and local environmental activities. They lobby at the local and state level to further pro-environmental policy and legislation and work actively on local conservation issues. The Suncoast Sierra Club partnered with the League of Women Voters of Florida and the St Pete Area in the first St Pete solar co-op and was an instrumental partner in its success.
Executive Summary
With the goal of making Florida the national leader in solar installations, Community Power Network (CPN) and the Florida League of Women Voters (The League) have teamed up to launch Florida Solar United Neighborhoods (FL SUN). This nonprofit program helps communities learn about solar and purchase solar affordably by using the principle of volume purchasing to achieve substantial discounts not available when individuals purchase solar independently.

By using a purchasing co-op model, homeowners become part of a community group, get access to solar at a significant discount, and learn about solar technology, policy, and markets. This gives them the tools and confidence to harness the power of Florida’s most abundant resource (the sun) and to advocate for stronger solar policies. **FL SUN’s ultimate goal is to spread solar throughout Florida, providing Florida families with the ability to reduce their monthly utility costs and achieve measurable energy independence.**

A key added benefit of this program is its role in strengthening Florida’s solar industry, which is currently less robust than in many other states. In helping families across Florida go solar, FL
SUN’s solar co-ops increase demand for local solar jobs. By helping to create a sustainable pipeline of new solar jobs in our state, FL SUN encourages industry growth and local economic development.

CPN is a national 501(c)(3) nonprofit organization that supports communities across the country who want to go solar and become more energy-independent. We are building a vibrant clean energy movement by empowering people to join together, go solar, and fight for their energy rights. CPN has successful programs in six states, including Florida. Each of CPN’s state programs is led by a State Director, who implements solar co-ops and leads solar advocacy initiatives state-wide. CPN’s headquarters are in Washington DC, where the organization maintains staff that provide technical expertise to each state program in support of the State Directors.

The Florida League, a historic grassroots volunteer organization with thousands of members in Florida, is one of the largest and most active Leagues in the country. The League is well known and well respected among civic advocacy groups in the state. It has 30 active chapters across Florida with a vast array of coalition partners and strong media relationships cultivated over 70 years of advocacy and civic leadership.

In 2015, CPN piloted two extremely successful solar co-ops in the Orlando area. Since formally launching FL SUN in June 2016, in partnership with the League, we have seen great success. Since June, FL SUN has launched three solar co-ops (in St. Petersburg, Orlando, and along Space Coast), educated nearly 1,600 homeowners about solar at in-person information sessions or online education campaigns, built an email list of over 2,000 solar supporters, and was covered over 50 times in local media. We have groups across the state now clamoring to start their own solar co-ops, and a full project pipeline for the next year. And, we’re excited by the possibility to expand to Pinellas County!

**Mission**

**FL SUN’s mission is to spread solar throughout Florida, providing Florida families with the ability to reduce their monthly utility costs and achieve measurable energy independence.**

Working closely with homeowners, community groups, faith groups, municipalities, and nonprofits, we will accelerate solar adoption rates across the state. Our co-ops make solar affordable and accessible. We provide technical expertise and one-on-one assistance to enable residents to navigate the decision-making process more quickly, and our co-ops reduce prices significantly, which allows more people to benefit from solar power. Through this process, we are helping to transform Florida’s energy economy into one with a much higher proportion of renewable and independent energy sources.

**Proposal**

With the launch of FL SUN, the hiring of a state director, and the organizing power of the League, citizens across Florida now have affordable solar power, reduced energy bills, and measurable energy independence within their reach. FL SUN is seeking $75,000 over the next year to hire a dedicated St Pete Solar Co-op Coordinator to implement solar co-ops in St Pete Communities.

**Background and Structure**

FL SUN is supported by its parent organizations: Community Power Network, a national
nonprofit dedicated to helping communities implement renewable energy projects, and the Florida League of Women Voters, the state program partner.

About Community Power Network (CPN)
CPN has its roots in Washington, DC, where the organization started as a neighborhood solar co-op in 2007. CPN is now a national 501(c)(3) nonprofit organization that supports communities across the country who want to go solar and become more energy-independent. We are building a vibrant clean energy movement by empowering people to join together, go solar, and fight for their energy rights. CPN operates six state Solar United Neighborhood (SUN) programs: DC SUN, MD SUN, VA SUN, WV SUN, OH SUN & FL SUN. Each facilitates co-ops and promotes solar throughout its state.

Since scaling up co-op implementation in 2013, CPN has launched 80 co-ops across six states. This has led to:
- Over 10,500 homeowners educated on solar
- 1,500 homeowners going solar
- 10.45 MW of installed solar capacity
- $27M in solar investments
- $5.2M in savings for co-op members
- 332,000,000 lbs. of CO2 emissions avoided

With deep technical expertise in solar and experience implementing solar co-ops across many diverse communities, CPN helps communities gain the tools and expertise necessary to start their own renewable energy projects. CPN serves as the umbrella organization for FL SUN and provides significant support to the FL SUN Program Director as they launch solar co-ops throughout the state.

About the Florida League of Women Voters (The League)
The Florida League of Women Voters was started in 1937, and is now a grassroots, nonpartisan volunteer organization with 30 chapters across the state. While best known for its success in election protection and fair districting, the League has worked on sustainability and energy issues for decades. Because of the interest of its membership in environmental issues, the League was the number one organization for citizen petitions gathered to put Amendment One; The Water, Land and Legacy initiative on the ballot. The League's Speaker Corps spoke to over 21,000 citizens and helped generate a 76% percent passage rate for the amendment. Almost every League has a Natural Resources Committee, and already several Leagues have asked to participate in this initiative.

How FL SUN Operates
FL SUN is wholly owned by CPN and the FL SUN State Program Director is responsible for implementing the FL SUN program in the state. The Director role is a senior position, staffed by Angela DeMonbruen, an experienced Director with extensive community organizing experience. Angela implements solar co-ops throughout the state, as well as conducts extensive communications, outreach, press, and trainings around the solar co-op model, with the goal of scaling up their impact and reach. She also builds out the online web infrastructure for the FL SUN website, to provide in-depth information on solar basics, as well as serve as an invaluable resource and forum for policy discussions and citizen engagement. Angela also receives extensive support from CPN headquarters from the CPN Communications Manager, Development Director, two Solar Co-op staffers, and CPN’s Chief of Staff and Executive Director. FL SUN also uses CPN’s CRM customer database, advocacy tools, website infrastructure, and back-end technical use.
As it does in other states, FL SUN has formed an advisory board to help with planning and prioritizing implementation of the program. To-date CPN has implemented state SUN programs in six states using this organizational structure, and has facilitated over 1,500 solar installations and 10.45 MW of solar capacity.

FL SUN’s biggest role is to help communities organize neighborhood solar co-ops. Similar to buying in bulk, neighborhood solar cooperatives (co-ops) are groups of neighbors that go solar together and get a discount—making solar more affordable and accessible.

The Florida League is the statewide program partner for the program, providing support in organizing community and public forums to help introduce the co-op program and help explain the solar industry. The FL SUN Program Director works with local League of Women Voter chapters, as well as other organizations, such as HOAs, congregations, municipalities, and more to:

1. Help communities form solar co-ops.
2. Provide technical assistance to co-op members as they go solar
3. Provide support and troubleshooting should co-op members encounter problems with their installer, or local or state regulations.
4. Build a broad base of solar supporters who are ready to engage on solar policy advocacy.

By going solar as part of a group, participants save on the cost of their system and get support from their peers as they go through the process. The result is that significantly more homeowners go solar than would otherwise. And, the process creates an organized group of educated, informed solar consumers who are ready to engage on solar issues. Often co-ops will tackle local barriers to going solar, such as obtuse permitting requirements or unfair interconnection rules that hinder solar access.

**About Solar Co-ops**

**Service Description**

Solar co-ops generally require 5-7 months to complete and are divided into four phases. During each phase, FL SUN shares roles and responsibilities with the community partner. The partner’s activities are generally focused on spreading the word to prospective participants and the media, while FL SUN manages the co-op process and interfaces with the chosen installer.

**Phase 1: Outreach and Sign Ups (1-2 months)**

FL SUN and our community partner perform outreach to get the word out, with the goal of creating excitement about solar and getting people to attend an info meeting. At the meetings, the FL SUN Director explains the co-op process and answers many detailed questions people ask about solar. Interested homeowners then sign up via an online form. As participants sign up, FL SUN does a preliminary screening of their roofs via satellite imagery to ensure participants’ roofs are a good fit for solar.

**Phase 2: Request for Proposals and Bid Selection (1 month)**

Once a minimum of 20 people have signed up and passed the roof screening, FL SUN issues a Request for Proposals (RFP) from area solar installers. The RFP asks solar installers to provide a single price that they will offer to the entire group of bulk purchase participants. Each community has the opportunity to customize the RFP to reflect local values and preferences. Once FL SUN has received bids from installers, we develop a detailed analysis of the bids. We then convene a selection committee made up of members of the co-op. The committee select an installer to complete all of the solar projects for the group. FL SUN provides technical
assistance to the selection committee and facilitates the process, but the decision of who to select is made by the actual co-op members.

Phase 3: Individualized Proposals, Signing Contracts, & Additional Outreach (2-3 months)
The selected installer then visits each participant’s home and provides them with an individualized proposal for a solar system. This quote reflects the group discount that was offered in the winning bid. Participants then sign a contract directly with the installer to purchase or lease their solar system.
At the same time, FL SUN and the community partner continue to advertise the co-op and encourage additional members to sign up. This typically allows us to recruit a total of 60-100 coop members and generate additional press for the group once the installer has been selected.

Phase 4: Assessment, Celebration, and Ongoing Support and Engagement (1 month)
Once homeowners have installed systems, FL SUN connects them with the FL SUN state listserv, a state-wide group of solar power producers and supporters who can answer questions and help participants should they ever encounter issues with their solar system. This connects participants to the growing network of solar supporters in the state and allows them to stay engaged.

Impact of Solar Co-ops in St Pete
The result of our co-ops is that significantly more homeowners go solar than would otherwise. And, the process creates an organized group of educated, informed solar consumers who will be ready to engage on solar issues relating to renewable energy and energy independence. With a dedicated, full-time staff person on the ground we anticipate achieving the following metrics in St Pete in year one of the program.

Impacts: Solar installs
In its first year the FL SUN program will implement the following in St Pete:
- Organize 2-3 solar co-ops
- Educate 1,000 individuals directly about the benefits of solar via information sessions
- Reach thousand of citizens about the benefits of solar via letters to the editor, editorials, and public radio spots
- Recruit 500-1000 individuals as co-op members
- Facilitate the installation of 150-200 residential solar systems, for an estimated 1.2 to 1.6 MW of installed solar capacity
- Facilitate $4M in local investments in solar
- Save co-op members $0.8 off the cost of going solar
- Facilitate the creation of at least one full-time solar jobs
- Engage and activate 1,500 people as vocal renewable energy supporters

We measure our success by number of projects completed, the number of partners assisted, the generation of good press and positive perception about renewable energy, as well as the scale of our climate and environmental impact. Ultimately we will know we are being successful if there is a growing solar market in Florida, and solar receives increasing public support that translates into increased legislative support over the long term.

Using 8,000 homes currently with installed solar as the baseline, it is our objective to see this number grow exponentially over the next three years, using the co-op approach to reach
citizens directly and scale up solar deployment. We’ll use earned media and other outreach efforts to draw attention to the results of the co-op approach and demonstrate that solar is possible in Florida.

These metrics, including data on kW of solar installed, are tracked through our Salesforce software, which allows us to continually track our engagement efforts and whether we’re being successful with our outreach efforts.

Impacts: Educating the public
In conjunction with developing and implementing these solar co-ops, we will also engage in significant online communications, public education and outreach effort. We will develop an online newsletter and continue to build out our content on www.flsun.org as well as the corresponding FL SUN listserv. The website will provide in-depth information on solar basics and serve as an invaluable resource and forum for policy discussions and citizen engagement. No other resource like this exists in Florida, and it’s critical that citizens have access to Florida-specific solar information if they are to move forward with developing projects.

Impacts: Building a base of strong solar advocates
In addition to using solar co-ops to scale up solar deployment, FL SUN also uses co-ops to build a strong base of committed citizens who are ready and willing to advocate for better renewable energy policies. Once citizens participate in a co-op, we fold them into our ongoing education and advocacy efforts. CPN, FL SUN’s umbrella organization, has a communications network of over 20,000 committed solar and renewable energy advocates and has run numerous successful advocacy campaigns in DC, Maryland, Virginia, and West Virginia. We have the political savvy and base of supporters necessary to win campaigns.

Market Analysis
Summary of Current Market

America is midst of an historic transition—a transition to renewable energy. In 2015 alone, renewables accounted for 69% of all new energy capacity added in the country.1 Transitioning to renewables is possible: the cost of solar has been cut in half in the last five years and is quickly approaching grid parity, even in places like Florida. Grid parity occurs when solar energy is the same cost as traditional energy sources. Renewables, and particularly solar, provide significantly more jobs than traditional forms of fossil-fuel energy and are a means to create local jobs.2

Florida, the Sunshine State, currently only receives one tenth of one percent from solar energy even though Florida is ranked 3rd in the nation for rooftop solar potential. Currently with only 8,000 rooftop solar installations it is ranked 14th in the nation for actual installed solar capacity. Even with that limited installed capacity, in 2014 the solar industry employed 4,800 people and generated $63 M in economic investment. Solar can provide Florida a huge boost of economic investment, clean energy, and a more resilient energy grid. The price of solar has dropped dramatically and is now much more accessible for a wide range of homeowners. There are two key challenges to scaling up solar in Florida: Anti-competitive policies at the local and state level that limit and complicate solar deployment, and lack of education and familiarity by potential solar homes and businesses. Co-ops allow us to overcome those barriers by providing education and a means for homeowners to more easily go solar.

Target Market and Customers
Our goal is to work across the state, helping all Floridians go solar. Based on our extensive experience in other states we find co-ops work equally well in rural, urban, or suburban communities.

Customers are motivated to go solar for a variety of reasons, whether they be environmental, a desire to reduce energy bills or improve reliability, a need to go off-grid, or because they find solar an interesting and exciting technology. Rather than try and convince people of a particular reason to go solar, we focus on helping those who already want to go solar to make it happen. There is significant unmet demand for solar in Florida, as the market is currently small and has not been saturated with advertising. Given the level of interest in our co-ops we do not anticipate having any difficulties finding and recruiting co-op members.

Timeline
Solar co-ops generally require 5-7 months to complete and are divided into four phases (see Appendix 1 for details of each phase). During each phase, FL SUN shares responsibilities with the community partner. Partner activities are generally focused on spreading the word to prospective participants and the media, to recruit co-op participants. FL SUN’s responsibilities include tracking the progress of each co-op closely, answering technical questions, guiding coop members through the solarization process, and interfacing with the co-op’s chosen solar installer.

Budget
FL SUN is seeking annual funding of $75,000 to deploy a dedicated St Pete Solar Co-op Coordinator in St Pete. The cost of implementing a full FL SUN program with two staffers is roughly $270,000/year. What is unique about our co-op work, however, is that we are able to generate a small fee-for-service income stream from the solar installers for each homeowner that goes solar. This fee-for-service is collected after the homeowner has installed their system, so FL SUN must do a significant amount of upfront work before receiving the fee-for-service. However, the fee does help offset FL SUN’s needs for grants.

Dade Program Budget - Year One

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<tr>
<th>Staff Expense</th>
<th>Direct Costs</th>
<th>Overhead Expenses</th>
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<tr>
<td>• St Pete Co-op Program Coordinator</td>
<td>• Program materials, travel, advertising, etc.$10,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>• CPN cross-cutting team: Co-op Program Manager, Communications Director, Development Director, Chief of Staff, &amp; Executive Director $60,000</td>
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</tbody>
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TOTAL $75,000

Solar and Energy Loan Fund (SELF)

“Rebuilding and Empowering Underserved Communities”

“Draft” Partnership Proposal
City of St. Petersburg, FL
I. MISSION

The Solar and Energy Loan Fund (SELF) is a non-profit, community-based lending institution whose mission is to help rebuild and empower underserved communities in Florida by providing access to affordable and innovative financing for various sustainable home improvement projects.

More specifically, SELF provides unsecured microloans, at below market rate, for the following types of home improvement projects:

1. **Energy conservation and efficiency** (e.g., weatherization, high-efficiency A/C, LED lights);
2. **Renewable energy** (e.g., solar water heaters, solar A/C, solar PV, and solar attic fans);
3. **Wind-hazard mitigation** (e.g., roofs, windows, doors, and hurricane shutters);
4. **Water conservation** (e.g., low-flow irrigation systems and rain barrels);
5. **Water quality** (e.g., septic tank replacement and residential sewer line upgrades);
6. **Disability and Aging in Place Products** (e.g., wheelchair ramps and walk-in showers).

As a mission-driven lender, SELF primarily targets underserved and underbanked homeowners, including special programs for veterans, women, and people with disabilities. SELF also provides access to innovative and favorable financing to people with poor credit and individuals classified as Asset Limited, Income Constrained, Employed (“ALICE”), who must otherwise rely on predatory lenders, such as high interest rate credit cards or payday loans, or have no financing options at all. SELF is also an approved field partner with KIVA.org, which provides SELF’s clients with access to microloans through KIVA’s worldwide crowdfunding platform (i.e., peer-to-peer lending). SELF’s partnership with KIVA.org targets women and veterans and is intended to promote clean energy, green jobs and alleviate poverty.

SELF strives to create positive social, economic, and environmental impacts by helping people with limited economic resources secure favorable financing to complete much-needed home improvement projects that improve their health, safety and quality of life, while reducing their operating costs (e.g., energy and insurance rates), greenhouse gas emissions, and vulnerability to climate change. SELF’s energy and climate resilient home improvement projects (typically $8,500 per home) are also designed to stimulate local community and economic development activities and foster emerging clean energy markets, entrepreneurship, local green jobs, and job training programs to the greatest extent feasible.

II. BACKGROUND

SELF is a 501(c)(3), as per the Internal Revenue Service, and a certified Community Development Financial Institution (CDFI), as per the U.S. Department of the Treasury. SELF was originally selected by the U.S. Department of Energy (DOE) as 1 of 22 programs in America to receive ($2.94 million) seed funds to create innovative new local clean energy financing tools. SELF’s “Green CDFI” model was selected as one such pilot program in 2010, and the non-profit Solar and Energy Loan Fund (SELF) of St. Lucie County, Inc. was created as the prototype. At that time, SELF became an independent non-profit organization and served as the third-party administrator for the DOE grant awarded to St. Lucie County. SELF operationalized the loan fund in the spring of 2011, with $1.65 million in DOE loan capital, and successfully deployed the 3-year DOE grant, while simultaneously obtaining certification as a CDFI in 2012. SELF was re-certified as a CDFI in 2016 and the approval included statewide expansion.
SELF has been identified by the Opportunity Finance Network as “1 of 5 trailblazing CDFIs in America”, by the U.S. Department of Energy as a “shining legacy” of the Better Buildings Neighborhood program, and included in the White House Report on “Innovative Financing for Clean Energy Technologies”.

The Tampa- St. Pete region has been identified as one of the most susceptible regions in the United States to the effects of global warming, and impoverished populations are the most vulnerable to the impacts of climate change. Low- and moderate-income (LMI) homeowners are also disproportionately affected by steadily-rising energy costs, and housing conditions in underserved communities are often older inefficient structures that further exacerbate energy costs and vulnerability to storms and hurricanes.

Florida has some of the highest rates of underbanked and unbanked populations in America, which means that many LMI property owners are unable to secure financing from traditional lenders at affordable rates (if at all) in order to invest in much-needed sustainable home improvement projects. As a result, many homeowners cannot utilize state-of-the-art clean energy technologies, protect against severe weather conditions, achieve meaningful energy, water, and insurance savings, and gain access to assorted rebates and tax credits. Many LMI property owners are forced to either suffer the deleterious consequences or subject themselves to predatory lenders that further inflate the cost of financing for basic home repairs, thus propagating the poverty cycle and limiting their chance to come out of financial distress.

SELF was created in 2010 to break down these technological and financial barriers that too often preclude poor and working class homeowners from utilizing and benefiting from sustainable building practices, energy conservation and efficiencies, clean energy alternatives, storm resilience, water conservation, water quality, and disability and aging in place projects. SELF’s “Green CDFI” program remains one-of-a-kind in Florida, and is actively scaling the program throughout the Sunshine State in partnership with local governments and foundations.

III. CORE SERVICES

SELF provides homeowners with the following core services:

1. Building science and energy expertise;
2. Access to innovative and favorable financing; and,
3. Project management from start to finish.

As a non-profit community lending organization, SELF is able to raise low cost capital from banks, faith-based organizations, foundations, private investors, and even worldwide crowdfunding through our partnership with KIVA.org. To date, SELF has secured 25 investors from all across America and Canada, plus worldwide crowdfunding opportunities through KIVA.org. As low-cost capital is deployed by SELF, house by house, the non-profit community lending organization transforms into an economic engine that generates sustainable building practices, clean energy alternatives, climate resilience, and local green jobs.
IV. IMPACTS/BENEFITS

SELF’s flagship program, Rebuilding and Empowering Underserved Communities, creates a wide range of environmental, economic, and social impacts (i.e., “Triple Bottom Line” impacts):

1. **Environmental** – The typical SELF home improvement loan (average size = $8,500) has reduced average household energy consumption by 23% (i.e., carbon footprint). SELF loans also help property owners shift to clean energy alternatives, most notably, solar water heaters, solar A/C, and solar PV systems, which further reduce greenhouse gas emissions. SELF’s water conservation loans can also help reduce water use and utility bills and our water quality loans can help reduce the environmental impact of septic tanks and dilapidated sewer infrastructure.

2. **Economic** – SELF home improvement loans help increase home equity, lower operating costs (i.e., energy, water and insurance), and safeguard the most significant family asset (i.e., the home). SELF financing also stimulates local economic development activities in areas hard-hit by the recession and housing market collapse and fosters green jobs for the hardest hit employment sector in Florida (i.e., the construction industry). SELF also strives to incorporate job-training programs whenever and wherever possible (e.g., Green Veterans program).

3. **Social** – SELF home improvement loans also enhance comfort and livability, improve air quality and health benefits, bolster storm resilience, and provide peace of mind to homeowners in distress. SELF financing also enables LMI homeowners to overcome the high upfront cost of sustainable home improvement projects and gain access to applicable rebates and tax incentives that were previously beyond their reach. SELF also helps promote social and environmental justice.

V. RESULTS

To date, SELF has completed 1,060 home energy audits and financed $5.4 million of sustainable home improvement projects, with approximately 70% of our lending activity in LMI census tracts, 50% seniors, 40% for women, and 20% for veterans.

Over the last 5 years, SELF has expanded the Rebuilding and Empowering Underserved Communities program from St. Lucie County to the Treasure Coast and Central Florida regions, and has now financed projects in 63 cities and 22 counties in Florida (see map).

SELF continues to scale and diversify the program statewide through robust partnerships with local governments, utilities, more than 185 contractors, faith-based organizations, foundations, civic groups, colleges and universities, job training programs, worldwide crowdfunding through KIVA.org, environmental groups, non-profits, and other interested parties.
VI. PROPOSAL

SELF is requesting $100,000 per year for three (3) years for a total of $300,000 in order to expand and sustain the “Rebuilding and Empowering Underserved Communities” program and related lending products and services into the City of St. Petersburg.

More specifically, SELF is proposing to create a satellite office in partnership with the City and hire a local full-time staff person to establish a local presence and put boots on the ground to cultivate the program. The local staff person would work closely with the City and assorted departments (e.g., sustainability, housing and community development, community services, planning and economic development, and veterans services) regarding existing City programs and projects, coordinate marketing and community outreach efforts, collaborate with other interested parties (e.g., Sierra Club and the League of Women Voters), and work with the builders association on local contractor recruitment. The local staff person would also assist City residents with energy expertise and loan applications, and our highly-experienced team at headquarters would provide additional support for strategic planning and oversight, underwriting and servicing of loans, new partnerships, grant applications, and capitalization.

SELF secured more than $1 million in low-cost loan capital last year and has an additional line of credit with KIVA.org for $400,000, with the potential to double that amount with sufficient demand. SELF has secured 26 loan investments to date, including Bon Secours from St. Petersburg, FL, and this proposed partnership with the City would enable SELF to leverage even more loan capital from existing and new investors. SELF would also work with the City (and other interested parties) to identify new investors, including banks, foundations, faith-based investors, impact investors, and others.

SELF strongly desires to work closely with the City (and others) on its “Ready for 100” program to help legitimize, support, and seed our collective efforts to promote cost-effective clean energy alternatives. SELF is also committed to helping the City with water quality loans to assist homeowners with residential sewer line upgrades and septic tank replacements. SELF will provide low-cost loan capital to help local homeowners complete assorted sustainable home improvement projects, with an emphasis on underserved and underbanked communities who do not have access to traditional financing options. SELF would strive to achieve an average of $1 million in lending per year in order to generate sufficient revenue to sustain the satellite program after the initial seed grant expires in 2020. SELF’s three year lending goal includes $500,000 in year one, $1,000,000 in lending in year two, and $1,500,000 in year three. SELF would also prescreen and prioritize local qualified contractors to complete these funded projects in the City.

SELF and the City are well positioned to gain mutual benefit from a partnership that would accelerate local clean energy and water quality programs and enable SELF to establish a local presence and offer its lending programs and services. The primary goal would be to help local homeowners gain access to affordable financing for sustainable home improvement projects, including energy conservation and efficiencies, clean energy, climate resilience, water conservation, and water quality improvement projects. SELF would also work with the City to revitalize neighborhoods, spur community and economic development activities, and create local green jobs. SELF’s unique programs and services would provide the City with essential implementation tools to promote sustainable home improvement projects and assist underserved communities, targeted urban areas, and vulnerable populations in distress. SELF would also help the City promote financial inclusion to catalyze new and effective pathways to economic opportunity, particularly for poor and working class neighborhoods and credit-impaired individuals.
VII. TARGET MARKET

As a mission-driven lender, SELF focuses on “Rebuilding and Empowering Underserved Communities”, and places particular emphasis on low- and moderate-income (LMI) communities, women, veterans, senior citizens, people with poor credit, and individuals with physical disabilities. SELF will also offer its programs and services to any other credit-worthy and interested parties in the City, especially homeowners who do not have access to traditional lending options.

Objectives:

1. SELF would begin by completing a target market assessment of the local jurisdiction to identify LMI census tracts and underserved and underbanked communities in the City.

2. SELF would coordinate with the City to identify and prioritize residential neighborhoods in distress, including but not limited to Community Redevelopment Areas and empowerment zones.

3. SELF would participate in a minimum of ten (10) community events and/or targeted outreach programs in the City each year to promote and educate the general public, targeted populations, and area contractors about assorted programs and services. These community events would also include specific City initiatives, such as the “Ready for 100” program.

4. SELF would work with the City to disseminate information about assorted SELF programs and services through brochures at public buildings, email blasts, homeowners association meetings, veteran groups, public TV (if available), social media, press releases, and earned-media.

5. SELF would also work with local contractors and job training programs to the greatest extent feasible to promote local employment and on-the-job training opportunities. SELF would strive to have area contractors complete all projects funded by SELF in the local community.

VIII. LENDING ACTIVITIES

SELF will provide access to innovative and affordable financing options that help homeowners overcome the high upfront costs of sustainable home improvement projects, including CDFI and KIVA loan products. SELF will also offer these financing programs to local qualified contractors at no cost, which will help reduce their project costs and expand their local businesses.

Objectives:

1. Finance an average of $1,000,000 of sustainable home improvement projects per year in the City, with the understanding that SELF would not likely reach this level in the first year as the program is being established but would strive to exceed this level by the third year.

2. Provide below market rate financing for unsecured personal loans with interest rates ranging from 5.0-9.5% and terms up to 5 years.
3. Work closely with the City (and others) to identify potential new investors to secure longer-term financing options (up to 10 years) for solar PV projects, with an emphasis on the City’s solar coop initiative to advance bulk-rate solar PV pricing and distributed rooftop solar projects.

4. Direct at least 60% of all lending activities to one or more eligible low-income target markets, targeted populations, and investment areas.

5. Work with KIVA.org, the City, and other interested parties to expand worldwide crowdfunding programs into the City to specifically assist local women and veterans. In particular, SELF would work specifically to create a St. Pete KIVA lending team to further support all local projects.

IX. CREDIT REBUILDING

SELF would work in partnership with area banks, credit counseling organizations, and other interested parties to help populations in financial distress rebuild their credit. SELF’s lending standards are significantly less stringent than banks and the non-profit lending organization reports to the Credit Bureau.

1. Provide a minimum of two (2) credit rebuilding seminars per year to help SELF clients and local residents improve their credit, qualify for the program, and obtain lower interest rates.

2. Assist credit-impaired individuals secure financing for sustainable home improvement projects and thereby help them build and improve their credit scores in the process.

X. JOB CREATION

SELF would work with the local builders association, local businesses, and other interested parties to increase contractor participation in the program, including female and minority owned contractors.

1. Establish a network of local approved contractors to complete SELF financed projects. SELF prescreens all contractors to confirm proper licenses, insurance, and a good track record.

2. Stimulate employment opportunities for local approved contractors, including general contractors (e.g., roofs, windows, doors) and energy services companies (e.g., HVAC, solar, LED lights), who must otherwise walk away from significant numbers of projects due to poor credit from applicants.

3. Work with local job training programs to the greatest extent feasible to promote on-the-job training and employment opportunities.

4. Expand markets for local contractors by increasing their clientele base and providing low-cost capital at no cost for energy efficiency, renewable energy, wind resilience, and water conservation projects.

5. Hold quarterly meetings and outreach events with area contractors to foster participation in the program and advance full understanding of program guidelines, parameters, and benefits.

6. Co-market with area contractors to support their businesses and enhanced financing options.
XI. COLLABORATION

SELF is committed to working closely with the City (and others) to develop, refine, and accomplish the goals and objectives set-forth herein.

Objectives:

1. SELF would work with the City (and other interested parties) to identify additional entities and non-profit organizations to act as a “referring partners” to SELF.

2. SELF would work with the City (and other interested parties) to identify speaking engagements, community outreach opportunities, and other relevant events (e.g., “Ready for 100” program).

3. SELF would provide Quarterly Impact Reports to the City in written form and through additional presentations as desired.

4. SELF would seek guidance from the City (and other interested parties) to help identify and access additional financing and granting sources to help expand and sustain the program.

5. SELF would work with the City (and other interested parties) to create co-marketing materials.

XII. BUDGET

SELF is proposing a three (3) year partnership with the City that is valued at approximately $3.6 million in operating costs and loan capital (see budget summary below). The annual operating budget is estimated to be approximately $200,000, of which, SELF is seeking $100,000 per year for three (3) years. SELF would provide additional contributions towards the annual operating expenses and an average of $1,000,000 per year in loan capital. SELF would strive to achieve a minimum of $500,000 in lending in year one, $1,000,000 in lending in year two, and $1,500,000 in year three – for an average of $1,000,000 in lending per year over the next three years. Once SELF has reached these lending thresholds, then the subsequent loan portfolio is sufficient to sustain the satellite office.

<table>
<thead>
<tr>
<th>ANNUAL BUDGET</th>
<th>ST. PETE</th>
<th>SELF</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Costs</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Loan Capital (3-year average)</td>
<td>$0</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$100,000</td>
<td>$1,100,000</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Project Participation</td>
<td>8.3%</td>
<td>91.7%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Under this proposal, SELF would establish a local office in partnership with the City, hire a full-time clean energy expert, and put boots on the ground in the City with sixty (60) days of approval by the City. SELF would also leverage the local contribution with other partners, programs, and investors, and provide comprehensive support from headquarters for fundraising, underwriting and servicing loans, marketing and community outreach, partnerships, grants, and capitalization.
XIII. PERFORMANCE METRICS

1. SELF would finance an average of $1,000,000 of sustainable home improvement projects per year in the City, with the understanding that SELF would not likely reach this level in the first year as the program is being established but would strive to exceed this level in the third year.

2. Add approximately 25+ approved contractors per year from the local area to SELF’s approved contractor network. SELF does not charge contractors to become approved through the program nor does the organization charge contractors for access to innovate and affordable financing for their clients. SELF will strive to have all local projects completed by area contractors.

XIV. DELIVERABLES FROM SELF

1. Complete Target Market Assessment of the local jurisdiction.
2. Participate in ten (10) community events and targeted outreach programs per year.
3. Recruit and support area contractors, including quarterly contractor meetings, and financing as described herein for energy conservation and efficiencies, clean energy alternatives, climate resilience, water conservation, and water quality improvement projects.
4. Finance an average of $1,000,000 per year of sustainable home improvement projects, with a minimum of 60% of the lending activity in low-income target markets, targeted populations, and investment areas, as set forth by the CDFI Fund.
5. Work with KIVA.org to expand SELF’s line of credit and crowdfunding programs for local veterans and women.
6. Collaborate to the greatest extent feasible with job training programs in the City.
7. Partner with other non-profits and interested parties to provide a minimum of two (2) Credit Rebuilding Seminars per year.
8. Provide the City with Quarterly Impact Reports, and be available to meet with City staff and elected officials.

XV. DELIVERABLES FROM THE CITY OF ST. PETERSBURG

1. $100,000 annual grant for three (3) years totaling $300,000, with annual payments at the beginning of each fiscal year (i.e., October 1, 2017, October 1, 2018, and October 1, 2019).
2. Office space for SELF employee with internet connection, telephone, copying and scanning services, including a private room to meet with clients and discuss personal financial information. The office space would be made available throughout the 3 year agreement and could potentially be approved for extension thereafter by the City (in-kind).
3. Assistance with marketing and community outreach, including: printing brochures and distributing materials at public buildings; email blasts; identifying and connecting SELF with homeowners associations, veteran groups, and other interested parties; allowing SELF to use public facilities for community meetings; and, collaboration with public TV (if available), press releases, social media, and earned-media opportunities (in-kind).
4. Coordination with City programs (e.g., Ready for 100) and departments (in-kind).
5. Collaborate with SELF on new water quality loan products, including potentially creating a loan loss reserve fund, on-bill collection processes, or other means.
Tell the world we are getting ready!
Learn by doing
Imagine the future: quiet, one connected grid on renewables, houses exchanging energy
100% renewable only works with 100% community focus
Perth net positive by 2025
Manufacturing clear glass solar
Finding a way - Pingala Program
Seeded migrant from City of Sydney
"Mums", dads, renters, community invest in community solar at Young Henry's for solar-powered beer!
5% - 7% ROI for investors
ENERGY EFFICIENCY & 100% CLEAN ENERGY: PROPOSED COLLABORATION & FRAMEWORK

- Why?
  - Take meaningful part in meeting clean energy commitment
  - Value throughout community
  - Local non-profits with proven experience & transparency
  - Directly correlated use of BP Settlement Funds – Energy freedom and diversity

Select Benefits
- Increase local jobs & technical expertise
- Deepen marketplace
- Increased affordability
- Financing option
- Financial inclusion
- Reduced GHG emissions

Funding Recipient | Amount | Services/Products | Other Potential Funding
--- | --- | --- | ---
League of Women Voters | $75,000 – 1-time | • Associated meeting/employment costs
  • Program materials
  • Advertising
  • Signage for individuals, projects for opportunities | Grant strategies

Solar & Energy Loan Fund (S.E.L.F.) | $100,000/year (2018 – 2021) | • Project management
  • Administration for energy efficient, weatherization, roof repair/replacement, disability resources
  • Potential financing for sewer lateral replacement | Other jurisdictions

WHY + BENEFITS
AGENDA

- The Goal
- Energy Efficiency Efforts to Date
- How Are We Doing?
- Our Opportunities
- Proposed Program Summary
- Questions

THE GOAL: NET ZERO WITH 100% CLEAN ENERGY

- HVAC
- Lighting
- Water Heating
- Plug Load

- Envelope
  - Windows
  - Doors
  - Roof
  - Walls

- Renewables
  - Solar
  - Geothermal
  - Wind

ENERGY EFFICIENCY EFFORTS TO DATE

- 2010 DOE Energy Efficiency and Conservation Block Grant (EECBG) Program
- 2012 Solar Parks Initiative Grant
- Improvements through Penny for Pinellas
- Planned capital improvement projects
- Operation changes
HOW ARE WE DOING?

Total City MWh Usage from FY10 to FY16

USAGE BY CITY DEPARTMENT

USAGE BY TYPE
OPPORTUNITIES

- Three (3) energy audits by USF students and Duke Energy
- ENERGY STAR

ENERGY AUDIT RESULTS

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Library</td>
<td>White roof, LED lighting, Window film, Dehumidifiers, Thermal storage, Solar on roof</td>
<td>100%</td>
<td>$1.2M</td>
<td>12 years</td>
</tr>
<tr>
<td>North Shore Aquatic Center</td>
<td>Lighting, Geothermal, Domestic hot water, Solar arrays, White roof, HVAC upgrade</td>
<td>80%</td>
<td>$310,000</td>
<td>3 years</td>
</tr>
<tr>
<td>Thomas &quot;Jet&quot; Jackson Rec &amp; Wildwood Sport Lights</td>
<td>HVAC upgrade, LED lighting, Solar arrays</td>
<td>42%</td>
<td>$160,000</td>
<td>5 years</td>
</tr>
</tbody>
</table>

ENERGY STAR

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Annual Avg EUI (kbtu/sqft)</th>
<th>CoSP Avg EUI (kbtu/sqft)</th>
<th>% Diff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Station</td>
<td>49.2</td>
<td>60</td>
<td>&lt;38%</td>
</tr>
<tr>
<td>Library</td>
<td>75</td>
<td>85.5</td>
<td>&lt;3.1%</td>
</tr>
<tr>
<td>Recreation Rec: Centers, Social Halls, Pools, Sports Fields</td>
<td>39.2</td>
<td>61.1</td>
<td>&lt;36%</td>
</tr>
</tbody>
</table>
PROPOSED NET-ZERO ENERGY PROGRAM

- First Phase - $185k remaining for projects
  - Complete one (1) of the following projects from our audits:
    - Thomas 'Jet' Jackson: HVAC and building controls (-40%)
    - Main Library: Heat Pipes on the 3 AHU that serve the stacks (-33%)
    - North Shore Aquatic Center: Geothermal to 25m pool (-23%)
- Second Phase - $5 Million investment to achieve $530,000/year in energy savings
  - Payback is 9.7 years, IRR 9%
- Several strategies
  - Reduce energy by 50% in all buildings above national average
  - "Low hanging fruit" in all buildings
  - Develop net-zero design for 3 audit buildings, 1 office and 1 recreational center

QUESTIONS?

DRAFT TREE PLANTING RESULTS
- Site Evaluations
- Desktop Utility Analysis
- Technical Review
  - UF IFAS
  - Duke Energy
  - City staff
- Public Meeting + Calls + Emails
- Alt. Corridor Fieldwork
- Cost Estimates
  - Aggregate average based on 2016 data collection
DRAFT TREE PLANTING RESULTS

DELIVERABLES
- Tree Selection Matrix
- Site Evaluation Matrix
- Planting Exhibits

20+ miles of corridor
- 2,185 Tree Count - including partial alternate corridors
- Est. $1,984,745 or avg. $908/tree
  - Includes tree, installation, establishment & maintenance (2yr)
- Cost saving strategies
  - Optimize maintenance
  - Start w/corridors w/ mix of less expensive trees (palm high)
- $481,600 available = approx. 530 trees
  - Consider size, quality

COST FRAME OF REFERENCE

2013 – 2015 Plantings:
- CIP/Eng Projects + FDOT
- CIP/Water Resources Projects
- Park Replacement
- Palm Arboretum
- Gifts Tree Program

*Note: Rough overall average, no detailed analysis per species, etc.
RECOMMENDED IMPLEMENTATION

Phase 1 “Tier 1 Priority” (est. max $415,000)
- Pinellas Point Drive
- West end of 30th Ave North - outside transportation project area
- 18th Ave S - works w/Complete Streets
- B34th Ave N (east of 4th Street N)
- 54th Ave S

Phase 1 “Tier 2”
- 1st St 1
- 3rd Ave S
- 30th Ave N (Post-construction)
- 34th St & 54th Ave Infill

Phase 2
Ongoing work pending outcomes and staff/funding sources.

PROPOSED TEST PlOTS – IFAS COLLABORATION
- $500 max – trees purchased through IFAS order
- Harsh site (ditch/side of road – possibly Meadowlawn)
- Greenspace setting – possibly golf course
- IFAS graduate students & experts assist with planting/monitoring, city maintains

Working List of Test Plot Seedlings – some changes/revision underway

<table>
<thead>
<tr>
<th>Tree Species</th>
<th>Size</th>
<th>Cost</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Celtis leavigata</td>
<td>50-60', 50-70'</td>
<td>$55</td>
<td>McKeithen Growers, Inc.</td>
</tr>
<tr>
<td>Taxodium ascendens</td>
<td>10-15', 50-60'</td>
<td>$180</td>
<td>McKeithen Growers, Inc.</td>
</tr>
<tr>
<td>Ulmus alata</td>
<td>30-40', 45-70'</td>
<td>$100</td>
<td>Sunscape, Inc.</td>
</tr>
<tr>
<td>Ilex vomitoria</td>
<td>15-20', 15-20'</td>
<td>$75</td>
<td>Sunscape, Inc.</td>
</tr>
<tr>
<td>Viburnum obovatum</td>
<td>6-10', 8-25'</td>
<td>$45</td>
<td>Sandhill Native Growers, Inc.</td>
</tr>
</tbody>
</table>
**NEXT STEPS**

- Notify property owners
  - Property owner responsible for long-term tree maintenance
- Letters + door-to-door
- Finalize planting plans
- Contractor verifies utilities
- Cost saving strategies – tree mix, timing, Stormwater Operations
- Contractor installs from selection of prioritized corridors

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**ACTION NEEDED**

- Test Plot Yes/No?
- Ready for City Council approval for release of BP Settlement allocation – $481,600 ($475,000 not released)

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**DISCUSSION**

Select graphics credit:
- www.nounproject.com
- Thi Dieu Linh
- Anthony Lui
- Plainicon
- Till Tienck
St. Lucie County was 1 of 22 local governments in America to receive seed funds from the U.S. Dept. of Energy (DOE) in 2009 to create an innovative clean energy financing program (i.e., green CDFI).

SELF is an independent, non-profit 501(c)(3) Florida corporation established in 2010, which is overseen by a seven (7) member Board of Directors and a staff of seven (7).

SELF’s loan program became operational in the Spring of 2011. SELF started as a pilot program in St. Lucie County and has now spread to 63 jurisdictions in Florida.

SELF has raised approx. $10 million in loan capital and grants.

**BACKGROUND**

- St. Lucie County was 1 of 22 local governments in America to receive seed funds from the U.S. Dept. of Energy (DOE) in 2009 to create an innovative clean energy financing program (i.e., green CDFI).
- SELF is an independent, non-profit 501(c)(3) Florida corporation established in 2010, which is overseen by a seven (7) member Board of Directors and a staff of seven (7).
- SELF’s loan program became operational in the Spring of 2011.
- SELF started as a pilot program in St. Lucie County and has now spread to 63 jurisdictions in Florida.
- SELF has raised approx. $10 million in loan capital and grants.

**MISSION**

Rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, including energy efficiency, renewable energy, wind-hazard mitigation, and water conservation projects.
1) BUILDING SCIENCE EXPERTISE

2) ACCESS to FAVORABLE FINANCING

3) PROJECT MANAGEMENT

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**PRIMARY SERVICES**

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**LENDING PROGRAMS**

1. CDFI: Community Development Financial Institution (CDFI), Residential Loans (Statewide)
2. KIVA: Worldwide Crowdfunding For Veterans & Women Residential Loans (Statewide)
3. PACE: Property-Assessed Clean Energy Land Secured Assessments Res. & Com. (St. Lucie Only)

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**WHAT IS A CDFI**

- Community development financial institutions (CDFIs) are private financial institutions dedicated to delivering responsible, affordable lending to help low-income, low-wealth, and other disadvantaged people and communities join the economic mainstream.
- CDFIs must direct at least 60% of their financial product activities to one or more eligible low-income target markets, targeted populations, and investment areas.
- SELF has consistently exceeded minimum CDFI lending thresholds and is dedicated to servicing market niches that are often underserved by traditional financial institutions.
- SELF was originally certified as a CDFI in 2012, and then re-certified in 2016 and granted statewide approval.

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6/16/2017
1) Energy Efficiency (e.g., weatherization, high-efficiency AC)
2) Renewable Energy (e.g., solar water heaters, solar PV panels, solar attic fans, solar A/C systems)
3) Wind Hazard Mitigation (e.g., roofs, windows, hurricane shutters)
4) Water Conservation (e.g., cisterns, rain barrels, and high-efficiency irrigation systems)
5) Water Quality (e.g., septic tank conversion, sewer line replacement)
6) Disability Products (wheelchair ramps, walk-in showers)

SPECIAL PROGRAMS

Self is one of a dozen approved field partners in North America. Innovative crowdfunding program promotes clean energy, green jobs, and helps to alleviate poverty.

SELF also works with the Green Vets program to support job training and employment opportunities for veterans.
**CDFI RESULTS**

- Assisted 663 families close loans totaling $5.4 million
- Approximately 70% of lending activity has been in low- and moderate-income census tracts, 50% for seniors, 40% for women, and 20% for veterans. Default rates are approximately 1%
- Clients have reduced avg. household energy consumption by 23% (i.e., carbon footprint). Several clients have achieved net-zero
- Homeowners are making much-needed home improvements that enhance comfort, health and quality of life, increase home equity, reduce operating costs, and safeguard against storms/hurricanes
- Created local employment for hardest hit job sector in FL (i.e., construction industry). SELF has 189 approved contractors in our network. Number 1 contractor has completed more than $1 million of projects financed by SELF

**LENDING FOOTPRINT**

**AWARDS AND RECOGNITION**

- National Achievement Award for local energy programs from the National Association of Counties (NACo) - 2012
- "Green Business of the Year" award from the South Florida Chapter of the U.S. Green Building Council - 2013
- Identified by the Opportunity Finance Network as "1 of 5 trailblazing CDFIs in America" - 2015
- "Exceptional Non-Profit in Innovation" award from 211/TC - 2015
- Highlighted in the White House report on "Innovative Financing for Clean Energy Technologies" - 2016
- Identified by U.S. DOE staff as a "shining legacy of the Better Buildings Neighborhood Program" and featured in their national newsletter of the Better Buildings Network - 2017
- "Non-Profit of the Year" finalist from 211/Treasure Coast - 2017
The LWVSPA & FL SUN Solar Co-Op Proposal

Julie Kessel, MD
President, LWVSPA & Director, LWVF

LWVF Solar Co-Op 12 Month Results

How Residents Hear About the Co-op
FL SUN Co-op Structure

GOING SOLAR WITH A CO-OP

1. LEARN ABOUT THE CO-OP
2. JOIN THE CO-OP
3. VENDOR INSTALL
4. HOMEOWNER BENEFITS

FL SUN responds to Qs from participants Residents get up to 2 estimates Compete on value install

Month 1
Month 2
Month 3
Month 4

$75K Investment Yield/12 Months

Organize 2-3 solar co-ops
Educate 1,000 people directly re: benefits of solar via information sessions
Reach thousands more via LTE, Op-eds, radio
Recruit 500-1000 individuals as co-op members
Achieve 150-200 installs, for an estimated 1.2 to 1.6MW of solar capacity
Facilitate $4M in local investments in solar
Save co-op members $0.8 off the cost of going solar; homeowner ROI 1 at 7 yrs
Facilitate the creation of at least one full-time solar jobs

FL SUN Co-op Structure

Join Co-op
Vendor Install
Homeowner benefits

RFP to ID Vendor Group
Vendor install
Homeowner benefits

Launch
Establish web presence
Press release
Info sessions outreach

Month 1
Month 2
Month 3
Month 4
Proposal Pending: The Evergreen Replenishing CRA Fund

CRA Evergreen Fund

Solar Farm

Solar Savings

FL SUN

Rooftop Solar

Installer Fees Solar Farm Solar Co-Op
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of vehicles and heavy equipment from Environmental Products Group, Inc., EFE, Inc., Nortrax, Inc., Palmetto Ford Truck Sales, Inc., Sun State International Truck Sales, LLC, Thompson Pump and Manufacturing Company, Inc., and Rick Croft Enterprises, Inc., for the Fleet Management Department, at a total cost of $1,844,825, and approving a supplemental appropriation in the amount of $278,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Street Sweeping (400-1325).

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA16-VEH14.0.

This purchase includes three street sweepers, one tractor, three backhoes, a wrecker, one dump truck, one catch basin truck, one water truck, three six-inch pumps and one enclosed trailer. Twelve vehicles are replacing vehicles that have reached the end of their economic life cycle and three vehicles are additions to the fleet. (See attached Purchase Summary by department).

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA16-VEH14:

Environmental Products Group, Inc. (Apopka) ........................................... $798,902

1. Cab & Chassis
   Elgin Whirlwind J-plus on cab over chassis 2 EA $229,513 $459,026
   Auto lube dual sweeper/chassis 2 EA 7,463 14,926
   Hopper/rear LED beacon / LED arrow board 2 EA 2,950 5,900
   Auto shutter dual 2 EA 1,449 2,898
   Auxiliary hydraulic pump w/ in-cab dump 2 EA 1,428 2,856
   Variable speed, dual side brooms 2 EA 1,265 2,530
   Side broom tilt left hand 28" 2 EA 925 1,850
   Side broom tilt right hand 28" 2 EA 925 1,850
   Right hand inspection door & step 2 EA 809 1,618
   Front spray bar (use w/dual side brooms) 2 EA 741 1,482
   LED stop, tail, turn lights 2 EA 651 1,302
   Idle down/no water - dual side brooms 2 EA 634 1,268
   LED side brooms & rear LED flood lights 2 EA 617 1,234
   Quick disconnect water fill 2 EA 510 1,020
   Turbo II pre-cleaner 2 EA 490 980
   25' water fill hose (ILO 16' 8") 2 EA 195 390
   New City tag 2 EA 150 300
   Whirlwind MV-3000 service 2 EA 101 202
   John Deere service 2 EA 101 202
   2018 Peterbilt right hand steer 28" 2 EA (10,534) (21,008)

Body
   Whirlwind MV dual 28" side broom (Peterbilt) 2 EA 37,049 74,098
                                                   $554,924

Continued on Page 2
### 2. Cab & Chassis

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td>Elgin Crosswind J plus on cab over chassis</td>
<td>1</td>
<td>EA</td>
<td>$229,513</td>
<td>$229,513</td>
</tr>
<tr>
<td>Auto lube dual sweeper/charger</td>
<td>1</td>
<td>EA</td>
<td>$7,463</td>
<td>$7,463</td>
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<tr>
<td>Broom in pickup head</td>
<td>1</td>
<td>EA</td>
<td>$5,014</td>
<td>$5,014</td>
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<tr>
<td>Hopper/rear LED beacon / LED arrow board</td>
<td>1</td>
<td>EA</td>
<td>$2,950</td>
<td>$2,950</td>
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<tr>
<td>Auxiliary hydraulic pump w/in-cab dump</td>
<td>1</td>
<td>EA</td>
<td>$1,428</td>
<td>$1,428</td>
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<tr>
<td>Variable speed dual side brooms</td>
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<td>EA</td>
<td>$1,265</td>
<td>$1,265</td>
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<tr>
<td>Side broom tilt left hand 28&quot;</td>
<td>1</td>
<td>EA</td>
<td>$925</td>
<td>$925</td>
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<tr>
<td>Side broom tilt right hand 28&quot;</td>
<td>1</td>
<td>EA</td>
<td>$925</td>
<td>$925</td>
</tr>
<tr>
<td>Right hand inspection door &amp; step</td>
<td>1</td>
<td>EA</td>
<td>$809</td>
<td>$809</td>
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<tr>
<td>Front spray bar (use w/dual side brooms)</td>
<td>1</td>
<td>EA</td>
<td>$741</td>
<td>$741</td>
</tr>
<tr>
<td>LED stop, tail, turn lights</td>
<td>1</td>
<td>EA</td>
<td>$651</td>
<td>$651</td>
</tr>
<tr>
<td>Idle down/no water - dual side brooms</td>
<td>1</td>
<td>EA</td>
<td>$634</td>
<td>$634</td>
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<tr>
<td>LED side brooms &amp; rear LED flood lights</td>
<td>1</td>
<td>EA</td>
<td>$617</td>
<td>$617</td>
</tr>
<tr>
<td>Quick disconnect water fill</td>
<td>1</td>
<td>EA</td>
<td>$510</td>
<td>$510</td>
</tr>
<tr>
<td>Turbo II pre-cleaner</td>
<td>1</td>
<td>EA</td>
<td>$490</td>
<td>$490</td>
</tr>
<tr>
<td>25' water fill hose</td>
<td>1</td>
<td>EA</td>
<td>' 95</td>
<td>195</td>
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<tr>
<td>New City tag</td>
<td>1</td>
<td>EA</td>
<td>' 50</td>
<td>150</td>
</tr>
<tr>
<td>Whirlwind MV-3000 service</td>
<td>1</td>
<td>EA</td>
<td>' 01</td>
<td>101</td>
</tr>
<tr>
<td>John Deere service</td>
<td>1</td>
<td>EA</td>
<td>' 01</td>
<td>101</td>
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</table>

**Body**

<table>
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<tr>
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<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Peterbilt right hand steer 28&quot;</td>
<td>1</td>
<td>EA</td>
<td>(10,504)</td>
<td>(10,504)</td>
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**Total** $243,978

---

### 3. Cab & Chassis

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>33,000 GVWR Factory 4x4, Workstar 7300, Allison 3500RDS</td>
<td>1</td>
<td>EA</td>
<td>$36,100</td>
<td>$36,100</td>
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<tr>
<td>Crew Cab 4-door cab w/bench seat front and rear</td>
<td>1</td>
<td>EA</td>
<td>$8,950</td>
<td>$8,950</td>
</tr>
<tr>
<td>Custom work body sides, D-rings, front compartment w/access, Hardox Floor</td>
<td>1</td>
<td>EA</td>
<td>$5,900</td>
<td>$5,900</td>
</tr>
<tr>
<td>20,000 lb. hydraulic winch mounted on front frame extension</td>
<td>1</td>
<td>EA</td>
<td>$3,250</td>
<td>$3,250</td>
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<tr>
<td>Under body tool box - 3 per request</td>
<td>1</td>
<td>EA</td>
<td>$2,070</td>
<td>$2,070</td>
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<tr>
<td>Go light, LED under body spot lights, extra set strobos on sides of body</td>
<td>1</td>
<td>EA</td>
<td>$1,990</td>
<td>$1,990</td>
</tr>
<tr>
<td>Air lines (2), tool holder on cab shield (6), amber arrow board w/beacon</td>
<td>1</td>
<td>EA</td>
<td>$1,650</td>
<td>$1,650</td>
</tr>
<tr>
<td>Back-up camera</td>
<td>1</td>
<td>EA</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>Towing package, pintle hook</td>
<td>1</td>
<td>EA</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
<tr>
<td>4 corner strobe lights</td>
<td>1</td>
<td>EA</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>Electric inverter, under rear seat, with 30 Amp outlet inside tool box curb side</td>
<td>1</td>
<td>EA</td>
<td>$880</td>
<td>$880</td>
</tr>
<tr>
<td>Spare full-size tire and rim</td>
<td>1</td>
<td>EA</td>
<td>$850</td>
<td>$850</td>
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</tbody>
</table>

**Total** $421,598

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Continued on Page 3
<table>
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<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price 1</th>
<th>Price 2</th>
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</thead>
<tbody>
<tr>
<td>Air brake trailer connections</td>
<td>1</td>
<td>EA</td>
<td>810</td>
<td>810</td>
</tr>
<tr>
<td>120&quot; Cab to axle, with 120,000 PSI frame</td>
<td>1</td>
<td>EA</td>
<td>795</td>
<td>795</td>
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<tr>
<td>Lug type drive axle tires - 2 axles</td>
<td>1</td>
<td>EA</td>
<td>660</td>
<td>660</td>
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<tr>
<td>Air ride driver seat w/ two-man passenger seat</td>
<td>1</td>
<td>EA</td>
<td>645</td>
<td>645</td>
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<tr>
<td>Electric brake connections</td>
<td>1</td>
<td>EA</td>
<td>590</td>
<td>590</td>
</tr>
<tr>
<td>LED lighting</td>
<td>1</td>
<td>EA</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>Water cooler bracket - safety cone holder/installed on front</td>
<td>1</td>
<td>EA</td>
<td>495</td>
<td>495</td>
</tr>
<tr>
<td>bumper corners</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New City tag</td>
<td>1</td>
<td>EA</td>
<td>295</td>
<td>295</td>
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<tr>
<td>Fender mounted mirror (right side)</td>
<td>1</td>
<td>EA</td>
<td>125</td>
<td>125</td>
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<tr>
<td>Back-up arm</td>
<td>1</td>
<td>EA</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>Air horn</td>
<td>1</td>
<td>EA</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018 International Durastar catch basin truck w/crane, dump body</td>
<td>1</td>
<td>EA</td>
<td>59,945</td>
<td>59,945</td>
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<tr>
<td>Auto crane 6406 hydraulic crane</td>
<td>1</td>
<td>EA</td>
<td>33,325</td>
<td>33,325</td>
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<tr>
<td>16' contractor dump body w/ manual tarp, 14&quot;-sides</td>
<td>1</td>
<td>EA</td>
<td>15,200</td>
<td>15,200</td>
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<tr>
<td>Auto crane Hydraulic Outriggers</td>
<td>1</td>
<td>EA</td>
<td>5,900</td>
<td>5,900</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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<td>$184,840</td>
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4. **Cab & Chassis**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price 1</th>
<th>Price 2</th>
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</thead>
<tbody>
<tr>
<td>2018 International Workstar</td>
<td>1</td>
<td>EA</td>
<td>$89,750</td>
<td>$89,750</td>
</tr>
<tr>
<td>66,000 GVWR Upgrade 20K frame 46K rear</td>
<td>1</td>
<td>EA</td>
<td>9,500</td>
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<tr>
<td>Driver-controlled locking differential</td>
<td>1</td>
<td>EA</td>
<td>1,950</td>
<td>1,950</td>
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<tr>
<td>Double-frame full insert</td>
<td>1</td>
<td>EA</td>
<td>1,580</td>
<td>1,580</td>
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<tr>
<td>Back-up camera system, 3.5&quot; monitor rear view camera</td>
<td>1</td>
<td>EA</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Pintle hook towing package, w/safety chain hooks</td>
<td>1</td>
<td>EA</td>
<td>1,200</td>
<td>1,200</td>
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<tr>
<td>Dump body paint upgrade, white</td>
<td>1</td>
<td>EA</td>
<td>950</td>
<td>950</td>
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<tr>
<td>4 corner strobe lights</td>
<td>1</td>
<td>EA</td>
<td>950</td>
<td>950</td>
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<tr>
<td>Full size spare wheel and tire</td>
<td>1</td>
<td>EA</td>
<td>940</td>
<td>940</td>
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<tr>
<td>Trailer air brake towing package</td>
<td>1</td>
<td>EA</td>
<td>810</td>
<td>810</td>
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<tr>
<td>Tool box under body</td>
<td>1</td>
<td>EA</td>
<td>690</td>
<td>690</td>
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<tr>
<td>Trailer electric brake towing package</td>
<td>1</td>
<td>EA</td>
<td>590</td>
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<tr>
<td>LED light package</td>
<td>1</td>
<td>EA</td>
<td>540</td>
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<tr>
<td>Fuel water separator</td>
<td>1</td>
<td>EA</td>
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<td>New City tag</td>
<td>1</td>
<td>EA</td>
<td>295</td>
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<tr>
<td>Exterior grab handles</td>
<td>1</td>
<td>EA</td>
<td>230</td>
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<tr>
<td>Body builder wiring to rear of frame</td>
<td>1</td>
<td>EA</td>
<td>175</td>
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<tr>
<td>Tilt steering column</td>
<td>1</td>
<td>EA</td>
<td>120</td>
<td>120</td>
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<tr>
<td>Third key</td>
<td>1</td>
<td>EA</td>
<td>18</td>
<td>18</td>
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<tr>
<td>Workstar 7500 6x4 w/ Cummins L9 350hp., Allison 3000RDS</td>
<td>1</td>
<td>EA</td>
<td>(3,700)</td>
<td>(3,700)</td>
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<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-yard dump body, w/ electric tarp</td>
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<td>EA</td>
<td>17,300</td>
<td>17,300</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$125,868</td>
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Continued on Page 4
5. Cab & Chassis

2018 International Durastar 2,000 gallon water tank truck.  
33,000 GVW, Cummins ISB 230 I-P, Allison 3500 RDS 6 speed  
LED Arrow board signal - custom built side swivel frame for access to top of tank  
Clean CA package (fuel tank, DEF tank and battery box under cab)  
Back-Up camera system, 3.5" monitor rear view camera  
4 corner strobe lights  
Full size spare wheel and tire  
Driver controlled locking differential  
LED light package  
Air dryer, Bendix AD-IP or equal  
Air ride driver seat and fixed passenger seat  
Fuel water separator  
New City tag  
Body builder wiring to rear of frame  
Back-up alarm  
Moisture ejectors, Bendix DV-2  
Air horn  
Circuit breakers in lieu of fuses  
Third key  

Body  
2,000 gallon Dolphin water tank, with custom plumbing as specified

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>2018 International Durastar 2,000 gallon water tank truck.</td>
<td>1</td>
<td>EA</td>
<td>$59,945</td>
</tr>
<tr>
<td>33,000 GVW, Cummins ISB 230 I-P, Allison 3500 RDS 6 speed</td>
<td>1</td>
<td>EA</td>
<td>7,150</td>
</tr>
<tr>
<td>LED Arrow board signal - custom built side swivel frame for access to top of tank</td>
<td>1</td>
<td>EA</td>
<td>1,900</td>
</tr>
<tr>
<td>Clean CA package (fuel tank, DEF tank and battery box under cab)</td>
<td>1</td>
<td>EA</td>
<td>1,590</td>
</tr>
<tr>
<td>Back-Up camera system, 3.5&quot; monitor rear view camera</td>
<td>1</td>
<td>EA</td>
<td>1,500</td>
</tr>
<tr>
<td>4 corner strobe lights</td>
<td>1</td>
<td>EA</td>
<td>950</td>
</tr>
<tr>
<td>Full size spare wheel and tire</td>
<td>1</td>
<td>EA</td>
<td>850</td>
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<tr>
<td>Driver controlled locking differential</td>
<td>1</td>
<td>EA</td>
<td>685</td>
</tr>
<tr>
<td>LED light package</td>
<td>1</td>
<td>EA</td>
<td>550</td>
</tr>
<tr>
<td>Air dryer, Bendix AD-IP or equal</td>
<td>1</td>
<td>EA</td>
<td>490</td>
</tr>
<tr>
<td>Air ride driver seat and fixed passenger seat</td>
<td>1</td>
<td>EA</td>
<td>475</td>
</tr>
<tr>
<td>Fuel water separator</td>
<td>1</td>
<td>EA</td>
<td>430</td>
</tr>
<tr>
<td>New City tag</td>
<td>1</td>
<td>EA</td>
<td>295</td>
</tr>
<tr>
<td>Body builder wiring to rear of frame</td>
<td>1</td>
<td>EA</td>
<td>175</td>
</tr>
<tr>
<td>Back-up alarm</td>
<td>1</td>
<td>EA</td>
<td>120</td>
</tr>
<tr>
<td>Moisture ejectors, Bendix DV-2</td>
<td>1</td>
<td>EA</td>
<td>115</td>
</tr>
<tr>
<td>Air horn</td>
<td>1</td>
<td>EA</td>
<td>95</td>
</tr>
<tr>
<td>Circuit breakers in lieu of fuses</td>
<td>1</td>
<td>EA</td>
<td>95</td>
</tr>
<tr>
<td>Third key</td>
<td>1</td>
<td>EA</td>
<td>18</td>
</tr>
<tr>
<td>2,000 gallon Dolphin water tank, with custom plumbing as specified</td>
<td>1</td>
<td>EA</td>
<td>33,462</td>
</tr>
</tbody>
</table>

Nortrax, Inc. (Tampa) .................................................................$264,693

6. Loader backhoe 310SL equipment, including canopy IT4 diesel engine suspension seat 4-wheel drive work lights, standard backhoe 24"-backhoe bucket 19.5l x 24, 12.5/80-18 tires dual-lever backhoe controls, less backhoe coupler 1.3 cu. yd. loader bucket front cover, single battery one-year full machine warranty

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab and air with tilt wheel</td>
<td>3</td>
<td>EA</td>
<td>$65,799</td>
</tr>
<tr>
<td>Extend hoe with reversible stabilizer pads</td>
<td>3</td>
<td>EA</td>
<td>9,559</td>
</tr>
<tr>
<td>1.32 cubic yard multi-purpose loader bucket</td>
<td>3</td>
<td>EA</td>
<td>5,292</td>
</tr>
<tr>
<td>3rd function valve front loader</td>
<td>3</td>
<td>EA</td>
<td>4,491</td>
</tr>
<tr>
<td>24&quot; coupler bucket</td>
<td>3</td>
<td>EA</td>
<td>2,067</td>
</tr>
<tr>
<td>Ride control</td>
<td>3</td>
<td>EA</td>
<td>1,772</td>
</tr>
<tr>
<td>Multi-brand quick coupler backhoe</td>
<td>3</td>
<td>EA</td>
<td>1,122</td>
</tr>
<tr>
<td>450 lb. front counter weight</td>
<td>3</td>
<td>EA</td>
<td>599</td>
</tr>
<tr>
<td>AM/FM/WM radio</td>
<td>3</td>
<td>EA</td>
<td>552</td>
</tr>
<tr>
<td>Less 25% contract discount on non-stated options</td>
<td>3</td>
<td>EA</td>
<td>303</td>
</tr>
<tr>
<td>Interior mirrors</td>
<td>3</td>
<td>EA</td>
<td>80</td>
</tr>
<tr>
<td>Standard 24&quot;-bucket</td>
<td>3</td>
<td>EA</td>
<td>(1,333)</td>
</tr>
<tr>
<td>Less 1.3 cubic yard loader bucket</td>
<td>3</td>
<td>EA</td>
<td>(3,332)</td>
</tr>
</tbody>
</table>

Continued on Page 5
## Palmetto Ford Truck Sales, Inc. (Miami)

### $95,580

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab - 2017 F550 regular 4X2 AM/FM radio, air conditioning</td>
<td>1</td>
<td>FA</td>
<td>$34,775</td>
<td>$34,775</td>
</tr>
<tr>
<td>Fold-down light bar bracket, federal jet stream LED light bar, super springs, suspension work to lower overall height, not to exceed 6'7&quot;, paint white in lieu of standard black, tow sling, wheel dollies, go jacks, motorcycle attachment</td>
<td>1</td>
<td>EA</td>
<td>8,330</td>
<td>8,330</td>
</tr>
<tr>
<td>68M - 19,500 GVWR package includes 4.88 limited slip</td>
<td>1</td>
<td>EA</td>
<td>1,510</td>
<td>1,510</td>
</tr>
<tr>
<td>New - new city tag</td>
<td>1</td>
<td>EA</td>
<td>475</td>
<td>475</td>
</tr>
<tr>
<td>872 - Factory back-up camera with display in rearview</td>
<td>1</td>
<td>EA</td>
<td>410</td>
<td>410</td>
</tr>
<tr>
<td>512 - Full-size spare tire and wheel</td>
<td>1</td>
<td>EA</td>
<td>345</td>
<td>345</td>
</tr>
<tr>
<td>18B - Cab steps</td>
<td>1</td>
<td>EA</td>
<td>315</td>
<td>315</td>
</tr>
<tr>
<td>52B - Factory electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265</td>
<td>265</td>
</tr>
<tr>
<td>76C - Factory back-up alarm</td>
<td>1</td>
<td>EA</td>
<td>135</td>
<td>135</td>
</tr>
<tr>
<td>3K - Third key</td>
<td>1</td>
<td>EA</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Body</td>
<td>1</td>
<td>EA</td>
<td>49,000</td>
<td>49,000</td>
</tr>
<tr>
<td>Jerr-Dan MPL40 integrated self-loading wheel lift wrecker, extendable boom, dual 8k winches, upper and lower work lights, LED light bar, chairs, straps, ratchets, tow lights, fire extinguisher, triangles, push bumper with grill guard and clutch pump</td>
<td>1</td>
<td>EA</td>
<td>$63,275</td>
<td>$63,275</td>
</tr>
</tbody>
</table>

### EFE, Inc., (Belle Glade)

### $63,275

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Deere agriculture tractor 2WD open 5100M</td>
<td>1</td>
<td>EA</td>
<td>$40,500</td>
<td>$40,500</td>
</tr>
<tr>
<td>Bradco 3-point hitch backhoe w/ 18&quot; bucket</td>
<td>1</td>
<td>EA</td>
<td>12,750</td>
<td>12,750</td>
</tr>
<tr>
<td>Cab for 5E tractors</td>
<td>1</td>
<td>EA</td>
<td>8,700</td>
<td>8,700</td>
</tr>
<tr>
<td>Loader for 5075E tractor</td>
<td>1</td>
<td>EA</td>
<td>6,550</td>
<td>6,550</td>
</tr>
<tr>
<td>4WD</td>
<td>1</td>
<td>EA</td>
<td>5,100</td>
<td>5,100</td>
</tr>
<tr>
<td>12x12 transmission</td>
<td>1</td>
<td>EA</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td>48&quot;-Forks for loader</td>
<td>1</td>
<td>EA</td>
<td>1,275</td>
<td>1,275</td>
</tr>
<tr>
<td>2 mid remotes - for loader</td>
<td>1</td>
<td>EA</td>
<td>960</td>
<td>960</td>
</tr>
<tr>
<td>Self-level bucket</td>
<td>1</td>
<td>EA</td>
<td>663</td>
<td>663</td>
</tr>
<tr>
<td>85&quot;-HD bucket</td>
<td>1</td>
<td>EA</td>
<td>536</td>
<td>536</td>
</tr>
<tr>
<td>Telescopic draft links</td>
<td>1</td>
<td>EA</td>
<td>469</td>
<td>469</td>
</tr>
<tr>
<td>Right and left hand cab mirrors</td>
<td>1</td>
<td>EA</td>
<td>425</td>
<td>425</td>
</tr>
<tr>
<td>Horn</td>
<td>1</td>
<td>EA</td>
<td>47</td>
<td>47</td>
</tr>
<tr>
<td>Cab discount</td>
<td>1</td>
<td>EA</td>
<td>(1,200)</td>
<td>(1,200)</td>
</tr>
<tr>
<td>Downgrade to model 5075E-OOS. 75HP standard tractor-open station-2WD, R1 tires.</td>
<td>1</td>
<td>EA</td>
<td>(15,600)</td>
<td>(15,600)</td>
</tr>
</tbody>
</table>

Continued on Page 6
**Thompson Pump and Manufacturing Company, Inc. (Port Orange) ........... $188,115**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. 6&quot; Pump trailer-mounted, sound attenuated, vacuum-assisted, High-efficiency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade to 6&quot;-HH vacuum-assisted, high pressure pump with FT4 engine, trailer mounted</td>
<td>3 EA</td>
<td>$37,750</td>
<td>$113,250</td>
</tr>
<tr>
<td>Upgrade, 6JSV/6JSCE Silent Knight® sound attenuated canopy</td>
<td>3 EA</td>
<td>$745</td>
<td>$2,235</td>
</tr>
<tr>
<td>Electric brakes (per axle)</td>
<td>3 EA</td>
<td>$544</td>
<td>$1,632</td>
</tr>
<tr>
<td>Delete option: full spare tire</td>
<td>3 EA</td>
<td>(316.00)</td>
<td>(948)</td>
</tr>
<tr>
<td>Delete option: hydraulic brakes</td>
<td>3 EA</td>
<td>(887.00)</td>
<td>(2,661)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$188,115</td>
<td></td>
</tr>
</tbody>
</table>

**Rick Croft Enterprises, Inc. (Gainesville) ........................................ $12,662**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Trailer - 7' x 16' Tandem axle 7700# GVWR base model</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade to a heavy duty commercial quality trailer</td>
<td>1 EA</td>
<td>$7,520</td>
<td>$7,520</td>
</tr>
<tr>
<td>Add-option - fabricate and install custom 10' long two shelf 18&quot; aluminum Rack with 2&quot; lip on curb side interior wall between side door and rear door</td>
<td>1 EA</td>
<td>$689</td>
<td>$689</td>
</tr>
<tr>
<td>Make all openings at least 30&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add option - fabricate and install two 20&quot;-aluminum shelves at front with 2&quot; Lip. make all openings at least 30&quot;</td>
<td>2 EA</td>
<td>$322</td>
<td>$644</td>
</tr>
<tr>
<td>Add FSA option - tvb34 - locking aluminum A-frame mounted tongue box 34&quot;</td>
<td>1 EA</td>
<td>$312</td>
<td>$312</td>
</tr>
<tr>
<td>Add FSA option - WCET - add option to extend A-frame tongue 1'</td>
<td>1 EA</td>
<td>$265</td>
<td>$265</td>
</tr>
<tr>
<td>Add FSA option - WCRF - add heavy duty aluminum ramp door extension. Makes a smooth transition from the ground to the rear ramp door.</td>
<td>1 EA</td>
<td>$223</td>
<td>$223</td>
</tr>
<tr>
<td>Add FSA option - TXNEWT - new Florida tag</td>
<td>1 EA</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>Add FSA Option - HDRO - rear folding ramp - heavy duty folding rear ramp door</td>
<td>2 EA</td>
<td>$195</td>
<td>$390</td>
</tr>
<tr>
<td>Substitute adjustable pintle coupler</td>
<td>1 EA</td>
<td>$125</td>
<td>$125</td>
</tr>
<tr>
<td>Add FSA option - add heavy duty 8,000# drop leg tongue jack A-frame jack</td>
<td>1 EA</td>
<td>$112</td>
<td>$112</td>
</tr>
<tr>
<td>Add FSA option - RV14 - add 14&quot; x 14&quot; roof vent</td>
<td>2 EA</td>
<td>$69</td>
<td>$138</td>
</tr>
<tr>
<td>Add FSA option - add 6&quot; interior height - order per linear trailer foot</td>
<td>16 EA</td>
<td>$30</td>
<td>$480</td>
</tr>
<tr>
<td>Order option in 6&quot;-increments. D-ring or flush mount tie ring installed. Install (3) on-road side walls-close to wall as possible, and (3) 24&quot;-off curb side wall. First two at 36&quot; from front, next two at 70&quot; from front and next two at rear door opening.</td>
<td>6 EA</td>
<td>$29</td>
<td>$174</td>
</tr>
<tr>
<td>Add FSA Option - Upgrade floor cross members / outriggers to 18&quot; on center order per linear trailer foot</td>
<td>16 EA</td>
<td>$12</td>
<td>$192</td>
</tr>
<tr>
<td>Add FSA Option - E-Trac tie down system welded to side wall studs. Order per linear trailer foot. Install on road side wall at 36&quot;</td>
<td>16 EA</td>
<td>$11</td>
<td>$176</td>
</tr>
<tr>
<td>Discount</td>
<td>1 EA</td>
<td>(208)</td>
<td>(208)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$12,662</td>
<td></td>
</tr>
</tbody>
</table>
These vendors have met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEH14.0, effective through September 30, 2017. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program for vehicles.

During the FY17 budget process, funding for additional vehicles and equipment for the Stormwater, Pavement and Traffic Operations Department was approved, but the budget was inadvertently left out of the FY17 Adopted Budget for the Stormwater Utility Operating Fund. The appropriation included in this item will allow for the purchase of one of these pieces of equipment, a street sweeper listed in Item #1 (Elgin Crosswind J plus cab over chassis street sweeper).

Cost/Funding/Assessment Information: The majority of funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Mechanical Cost (8002527) and the Water Resources Operating Fund (4001), Water Maintenance (4202117). Funding for one of the street sweepers in Item #1 (Elgin Crosswind J plus cab over chassis street sweeper) will be available after the approval of a supplemental appropriation in the amount of $278,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Street Sweeping (400-1325).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signatures]
## Purchase Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age</th>
<th>Life Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Elgin Crosswind J plus cab over chassis street sweeper</td>
<td>1</td>
<td>Stormwater</td>
<td>Street sweeping</td>
<td>Additional</td>
<td>5-6 YRS</td>
<td>5-6 YRS</td>
</tr>
<tr>
<td>1</td>
<td>Elgin Crosswind J plus cab over chassis street sweeper</td>
<td>1</td>
<td>Stormwater</td>
<td>Street sweeping</td>
<td>Replacement</td>
<td>5-6 YRS</td>
<td>5-6 YRS</td>
</tr>
<tr>
<td>2</td>
<td>Elgin Crosswind J plus cab over chassis street sweeper</td>
<td>1</td>
<td>Stormwater</td>
<td>Street sweeping</td>
<td>Replacement</td>
<td>5-6 YRS</td>
<td>5-6 YRS</td>
</tr>
<tr>
<td>3</td>
<td>2018 International Durastar catch basin truck with auto crane and dump</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for Lifting, hauling, dumping material and equipment, transporting crew. AWD capabilities for working off-road at Cosme water facilities, and drill grounds.</td>
<td>Replacement</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>2018 International Workstar with a 12-14 yard dump truck</td>
<td>1</td>
<td>Stormwater</td>
<td>Used for hauling and dumping large quantities of construction materials, and debris removal.</td>
<td>Replacement</td>
<td>11</td>
<td>10-12 YRS</td>
</tr>
<tr>
<td>5</td>
<td>2018 International Durastar with a 2000 gallon water tank truck</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, setting well points, and watering sod.</td>
<td>Additional</td>
<td>N/A</td>
<td>10-12 YRS</td>
</tr>
<tr>
<td>6</td>
<td>310SL Loader backhoe</td>
<td>3</td>
<td>Stormwater Water Resources</td>
<td>Used for digging, loading, and construction and maintenance of City underground piping.</td>
<td>Replacements</td>
<td>14 YRS</td>
<td>14</td>
</tr>
<tr>
<td>7</td>
<td>2017 F550 Regular cab 4X2 with wheel lift wrecker</td>
<td>1</td>
<td>Fleet Maintenance</td>
<td>Used for transportation, towing and hauling of City equipment/vehicles. Made with specifications to have roof access at MSC Garage.</td>
<td>Replacement</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>8</td>
<td>John Deere agriculture tractor 2WD with open 5100M</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for mowing, digging, loading and general maintenance at Cosme drill grounds.</td>
<td>Replacement</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>9</td>
<td>6JSVE-DJCST-423-MC, 6&quot; Trailer-Mounted, Sound Attenuated, Vacuum-Assisted, High Efficiency Pump.</td>
<td>3</td>
<td>Water Resources</td>
<td>These pumps will be utilized to dewater construction site during the repair, replacement and maintenance of potable and reclaimed water pipes and appurtenances. It is necessary to remove water from the excavation during work to provide a safe working environment.</td>
<td>Replacement</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>10</td>
<td>Enclosed Trailer</td>
<td>1</td>
<td>Additional</td>
<td>Transport Equipment</td>
<td>Additional</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Deck Over Flatbed Trailer</td>
<td>2</td>
<td>Replacements</td>
<td></td>
<td>Replacements</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>Item #</td>
<td>Description</td>
<td>2012</td>
<td>2013</td>
<td>2014</td>
<td>2016</td>
<td>2017</td>
<td>Change</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>1</td>
<td>Elgin Whirlwind J plus cab over chassis street sweeper (2)</td>
<td>$206,282</td>
<td>$221,526</td>
<td>$277,462</td>
<td>$277,462</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Elgin Crosswind J plus cab over chassis street sweeper</td>
<td></td>
<td></td>
<td></td>
<td>$243,978</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018 International Durastar catch basin truck with auto crane and dump</td>
<td></td>
<td></td>
<td></td>
<td>$110,624</td>
<td>$184,840</td>
<td>67%</td>
</tr>
<tr>
<td>4</td>
<td>2018 International Workstar with a 12-14 yard dump truck</td>
<td></td>
<td></td>
<td></td>
<td>$123,731</td>
<td>$125,868</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>2018 International Durastar with a 2000 gallon water tank truck</td>
<td></td>
<td></td>
<td></td>
<td>$125,874</td>
<td>$123,840</td>
<td>$110,890 (10%)</td>
</tr>
<tr>
<td>6</td>
<td>310SL Loader backhoe</td>
<td>$78,691</td>
<td>$86,193</td>
<td>$91,911</td>
<td>$88,231</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2017 F550 Regular cab 4X2 with wheel lift wrecker</td>
<td></td>
<td></td>
<td></td>
<td>$95,580</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>John Deere agriculture tractor 2WD with open 5100M</td>
<td>$37,044</td>
<td>$44,102</td>
<td>$45,577</td>
<td>$63,275</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>6&quot;-trailer-mounted, sound attenuated, vacuum-assisted, high efficiency pump</td>
<td></td>
<td></td>
<td></td>
<td>$53,673</td>
<td>$62,705</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>Enclosed Trailer</td>
<td>$15,585</td>
<td>$9,322</td>
<td>$15,994</td>
<td>$12,662</td>
<td>(21%)</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, the City desires to purchase of two (2) new and one (1) replacement street sweeper, one (1) replacement tractor, three (3) replacement backhoes, one (1) replacement wrecker, one (1) replacement dump truck, one (1) replacement catch basin truck, one (1) new water truck, three (3) replacement six-inch pumps, and one (1) new enclosed trailer for the Fleet Management Department; and

WHEREAS, pursuant to City Code Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles; and
WHEREAS, Environmental Products Group, Inc., EFE, Inc., Nortrax, Inc., Palmetto Ford Truck Sales, Inc., Sun State International Trucks, LLC, Thompson Pump and Manufacturing Company, Inc., and Rick Croft Enterprises, Inc. have met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEH14.0; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of these awards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of two (2) new and one (1) replacement street sweeper, one (1) replacement tractor, three (3) replacement backhoes, one (1) replacement wrecker, one (1) replacement dump truck, one (1) replacement catch basin truck, one (1) new water truck, three (3) replacement six-inch pumps, and one (1) new enclosed trailer from Environmental Products Group, Inc., EFE, Inc., Nortrax, Inc., Palmetto Ford Truck Sales, Inc., Sun State International Trucks, LLC, Thompson Pump and Manufacturing Company, Inc., and Rick Croft Enterprises, Inc. for the Fleet Management Department at a total cost not to exceed $1,844,825 385,106, utilizing the Florida Sheriffs Association Contract No. FSA16-VEH14.0 are hereby approved and the Mayor or Mayor’s designee is authorized to execute all documents necessary to effectuate these transactions; and

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Stormwater Utility Operating Fund (4011) for Fiscal Year 2017:

<table>
<thead>
<tr>
<th>Stormwater Utility Operating Fund (4011)</th>
<th>Street Sweeping (400-1325)</th>
<th>$278,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater, Pavement &amp; Traffic Operations Department, Street Sweeping (400-1325)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Budget

00331012
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 20, 2017

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

Subject: Approving the purchase of 14 vehicles from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $1,046,543.66; and approving a supplemental appropriation in the amount of $53,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Mowing Operations (400-1321).

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 120716-NAF.

This purchase includes twelve (12) replacement vehicles and two (2) additions to the fleet. (See attached Purchase Summary by department).

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 120716-NAF:

| Alan Jay Ford Lincoln - Mercury, Inc. (Sebring) | $1,046,543.66 |

1. Cab & Chassis
   2017 FORD F-550 regular cab & chassis 2WD, 12' stake body
   6.7L 32V power stroke V8 diesel, 6 speed automatic transmission
   Amber LED light bar with front takedowns, side alley lights, and rear arrow stick traffic advisor.
   (4) Brookings ST6 (split amber/white) installed (2) per side of body.
   Whelen vertex 4-corner hide away LED strobes installed (2) inside headlamps or grille (2) installed
   Inside tail lamps or high on back of utility bodies (Vertex Kit $280 + Labor 3.0 hours at rate stated in specification)
   Factory rear view camera & prep kit with electro-chromic mirror.
   Camera ships loose for installation after body install
   Limited slip rear differential
   Black platform running boards
   Full-size spare tire & jack
   Electric brake controller
   New city tag
   Install factory-ordered rear vision camera at back of body
   Exterior backup alarm
   Dealer provided programmed third key

   **Body**
   Furnish and install stellar 1302E fleet style aluminum tire body, V-Mac under-hood compressor, lift gate and accessories.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 FORD F-550</td>
<td>2</td>
<td>$31,772.00</td>
<td>$63,544.00</td>
</tr>
<tr>
<td>6.7L 32V power stroke V8 diesel</td>
<td>2</td>
<td>$8,350.00</td>
<td>$16,700.00</td>
</tr>
<tr>
<td>Amber LED light bar</td>
<td>2</td>
<td>$1,795.00</td>
<td>$3,590.00</td>
</tr>
<tr>
<td>Brookings ST6 (split amber/white)</td>
<td>2</td>
<td>$631.00</td>
<td>$1,262.00</td>
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<tr>
<td>Whelen vertex 4-corner hide away LED strobes</td>
<td>2</td>
<td>$565.00</td>
<td>$1,130.00</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep kit</td>
<td>2</td>
<td>$410.00</td>
<td>$820.00</td>
</tr>
<tr>
<td>Camera ships loose</td>
<td>2</td>
<td>$355.00</td>
<td>$710.00</td>
</tr>
<tr>
<td>Limited slip rear differential</td>
<td>2</td>
<td>$315.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>2</td>
<td>$340.00</td>
<td>$680.00</td>
</tr>
<tr>
<td>Full-size spare tire &amp; jack</td>
<td>2</td>
<td>$265.00</td>
<td>$530.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>2</td>
<td>$248.33</td>
<td>$496.66</td>
</tr>
<tr>
<td>New city tag</td>
<td>2</td>
<td>$142.50</td>
<td>$285.00</td>
</tr>
<tr>
<td>Install factory-ordered rear vision camera</td>
<td>2</td>
<td>$120.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>2</td>
<td>$75.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Dealer provided programmed third key</td>
<td>2</td>
<td>$42,855.88</td>
<td>$85,711.76</td>
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<tr>
<td>Stellar 1302E fleet style aluminum tire body, V-Mac under-hood compressor, lift gate and accessories.</td>
<td>2</td>
<td>$820.00</td>
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$176,479.42

Continued on Page 2
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<th>Total Cost</th>
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<tbody>
<tr>
<td><strong>2. Cab &amp; Chassis</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Ford F-550 crew cab chassis 4WD, stake-body W/5000</td>
<td>1</td>
<td>EA</td>
<td>$37,690.00</td>
</tr>
<tr>
<td>Lb. crane</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.7L 32V power stroke V8 diesel, 6 speed automatic transmission</td>
<td>1</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>12,000 lb. Winch with remote control</td>
<td>1</td>
<td>EA</td>
<td>1,338.00</td>
</tr>
<tr>
<td>Wrap around grille guard with winch mount plate</td>
<td>1</td>
<td>EA</td>
<td>948.00</td>
</tr>
<tr>
<td>Heavy duty spray on bed liner inside cargo area of 11'- utility body</td>
<td>1</td>
<td>EA</td>
<td>895.00</td>
</tr>
<tr>
<td>Furnish and install class V receiver at end of tail shelf on Crane Body Application</td>
<td>1</td>
<td>EA</td>
<td>660.00</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep kit with electro-chromic mirror mirror, camera ships loose for installation after body install</td>
<td>1</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>4.10 Limited slip rear differential</td>
<td>1</td>
<td>EA</td>
<td>355.00</td>
</tr>
<tr>
<td>Full size spare tire &amp; jack</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>1</td>
<td>EA</td>
<td>315.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>Tires, 225/70R X 19.5 maximum traction tires</td>
<td>1</td>
<td>EA</td>
<td>210.00</td>
</tr>
<tr>
<td>Install factory ordered rear vision camera at back of body</td>
<td>1</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>1</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>1</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td>New city tag</td>
<td>1</td>
<td>EA</td>
<td>248.33</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 12'-flat bed with removable stakes, 5005EH auto crane, boom support, full manual outrigger assembly, spring build up on crane side, (2) 48&quot; under body tool boxes</td>
<td>1</td>
<td>EA</td>
<td>33,719.09</td>
</tr>
<tr>
<td><strong>3. Cab &amp; Chassis</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Ford F-550 regular cab chassis 2WD</td>
<td>7</td>
<td>EA</td>
<td>$31,616.00</td>
</tr>
<tr>
<td>6.7L 32V power stroke V8 diesel W/ 6-speed automatic transmission</td>
<td>7</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>Raised curbside front compartment</td>
<td>7</td>
<td>EA</td>
<td>1,273.80</td>
</tr>
<tr>
<td>Furnish and install class V receiver on crane body Application, includes 7/4 way plug.</td>
<td>7</td>
<td>EA</td>
<td>862.77</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep kit with electro chrome mirror</td>
<td>7</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>Camera ships loose for installation after body install</td>
<td>7</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Full-size spare tire &amp; jack</td>
<td>7</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>4.30 Limited slip rear differential</td>
<td>7</td>
<td>EA</td>
<td>315.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>7</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>7</td>
<td>EA</td>
<td>248.33</td>
</tr>
<tr>
<td>New city tag</td>
<td>7</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>Install factory-ordered rear vision camera at back of body</td>
<td>7</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>7</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>7</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto-Crane 9'-Titan 16 Crane body includes integral crane reinforcement for 16k ft-lb crane, (2), shelves in each front compartment, (1) shelf in each horizontal compartment, manual outriggers with 12'-standard work bumper, grab handle, boom support, and painted white to match cab of vehicle</td>
<td>7</td>
<td>EA</td>
<td>16,358.00</td>
</tr>
<tr>
<td>Auto-crane 4004 electric/hydraulic 16k ft-lb crane with power boom elevation, power hoist, power rotation, and power extension to 18' with 80' of 5/16&quot; cable and 360-degree continuous rotation, 12V dc hyd. power unit, 4.8HP 12V dc hoist motor, and crane side-spring buildup</td>
<td>7</td>
<td>EA</td>
<td>17,696.00</td>
</tr>
<tr>
<td>Utility body spray on bed liner to include tops of boxes and rear bumper.</td>
<td>7</td>
<td>EA</td>
<td>1,026.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$570,088.80</td>
</tr>
</tbody>
</table>

Continued on Page 3
### 4. Cab & Chassis

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Ford F-550 crew cab chassis 4WD, stake body</td>
<td>1</td>
<td>EA</td>
<td>$37,699.00</td>
</tr>
<tr>
<td>6.7L 32V Power stroke V8 diesel with 6 speed automatic transmission</td>
<td>1</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>40&quot; tall removable stake sides for 12’-flatbed</td>
<td>1</td>
<td>EA</td>
<td>1,648.90</td>
</tr>
<tr>
<td>12,000 lb. winch with remote control</td>
<td>1</td>
<td>EA</td>
<td>1,338.00</td>
</tr>
<tr>
<td>(2) 48&quot; Tool boxes under body driver and passenger side</td>
<td>1</td>
<td>EA</td>
<td>1,022.50</td>
</tr>
<tr>
<td>Wrap-around grille guard with winch mount plate</td>
<td>1</td>
<td>EA</td>
<td>949.00</td>
</tr>
<tr>
<td>Heavy duty spray on bed liner inside cargo area of 11’ utility body</td>
<td>1</td>
<td>EA</td>
<td>895.00</td>
</tr>
<tr>
<td>Class V receiver hitch</td>
<td>1</td>
<td>EA</td>
<td>544.50</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep</td>
<td>1</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>4.10 limited slip rear differential</td>
<td>1</td>
<td>EA</td>
<td>355.00</td>
</tr>
<tr>
<td>Full-size spare tire &amp; jack</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>1</td>
<td>EA</td>
<td>315.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>New city tag</td>
<td>1</td>
<td>EA</td>
<td>248.33</td>
</tr>
<tr>
<td>Tires 225/70R X 19.5 maximum traction tires</td>
<td>1</td>
<td>EA</td>
<td>210.00</td>
</tr>
<tr>
<td>Install rear vision camera at back of body</td>
<td>1</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>1</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Pin tie combination with 2&quot; &amp; 5/16&quot; ball pin and clip</td>
<td>1</td>
<td>EA</td>
<td>99.00</td>
</tr>
<tr>
<td>Seven wire RV plug with 4-wire flat combination plug</td>
<td>1</td>
<td>EA</td>
<td>85.80</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>1</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knapheide 12' Draw Flat Bed Includes Florida Highway Motor Vehicles Certification of complete vehicle, 2nd stage manufacturers state of origin, and weight slip</td>
<td>1</td>
<td>EA</td>
<td>3,383.00</td>
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</table>

### 5. Cab & Chassis

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Ford F-550 crew cab chassis 2WD</td>
<td>1</td>
<td>EA</td>
<td>$34,422.00</td>
</tr>
<tr>
<td>6.7L 32V power stroke V8 diesel with 6-speed automatic transmission</td>
<td>1</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>Utility body spray-on bed liner to include tops of boxes and rear bumper</td>
<td>1</td>
<td>EA</td>
<td>1,026.00</td>
</tr>
<tr>
<td>Class V receiver hitch</td>
<td>1</td>
<td>EA</td>
<td>544.50</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep kit with electro-chromic mirror, camera ships loose for installation after body install</td>
<td>1</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>Full size spare tire &amp; jack</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>4.30 limited slip rear differential</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>1</td>
<td>EA</td>
<td>315.00</td>
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<tr>
<td>Electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>New city tag</td>
<td>1</td>
<td>EA</td>
<td>248.33</td>
</tr>
<tr>
<td>Install factory-ordered rear vision camera at back of body</td>
<td>1</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>1</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Seven wire RV plug with 4-wire flat combination plug</td>
<td>1</td>
<td>EA</td>
<td>85.80</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>1</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td><strong>Body</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knapheide 9'-dual rear wheel service body painted white to match cab of truck, Florida Highway Motor Vehicles chassis certification &amp; manufacturer required pre-delivery inspection as completed vehicle</td>
<td>1</td>
<td>EA</td>
<td>6,175.90</td>
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</table>

### 6. Cab & Chassis

<table>
<thead>
<tr>
<th>Description</th>
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<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Ford F-550 regular cab chassis 2WD 3-4 yard dump</td>
<td>1</td>
<td>EA</td>
<td>$31,616.00</td>
</tr>
<tr>
<td>6.7L 32V power stroke V8 diesel w/ 6 speed hydraulic automatic transmission</td>
<td>1</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>Class V receiver hitch</td>
<td>1</td>
<td>EA</td>
<td>544.50</td>
</tr>
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</table>

Continued on Page 4.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory rear view camera &amp; prep kit with electro chromic mirror</td>
<td>1</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>Full-size spare tire &amp; jack</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>4.30 Limited slip rear differential</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>1</td>
<td>EA</td>
<td>315.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>Install factory ordered rear vision camera at back of body</td>
<td>1</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm custom accessory</td>
<td>1</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Pintle combination with 2&quot; ball</td>
<td>1</td>
<td>EA</td>
<td>99.00</td>
</tr>
<tr>
<td>Seven wire RV plug with 4-wire flat combination plug</td>
<td>1</td>
<td>EA</td>
<td>85.80</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>1</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td>New city tag</td>
<td>1</td>
<td>EA</td>
<td>248.33</td>
</tr>
</tbody>
</table>

**Body**

Knaphide 9’-4 yard dump with 16” sides, manual tarp with ground level control, and final stage certification as completed vehicle

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knapheide 9’-4 yard dump with 16” sides, manual tarp with ground level control, and final stage certification as completed vehicle</td>
<td>1</td>
<td>EA</td>
<td>9,469.30</td>
</tr>
</tbody>
</table>

**Total Cost** $9,469.30

**7. Cab & Chassis**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Ford F-550 Regular cab chassis 2WD, 12’ stake body</td>
<td>1</td>
<td>EA</td>
<td>$31,772.00</td>
</tr>
<tr>
<td>6.7L 32V power stroke v8 diesel w/ 8 speed automatic transmission</td>
<td>1</td>
<td>EA</td>
<td>8,350.00</td>
</tr>
<tr>
<td>40” Tall removable stake sides for 12’-flatbed</td>
<td>1</td>
<td>EA</td>
<td>1,848.90</td>
</tr>
<tr>
<td>19,500 lb. Paylad upgrade package</td>
<td>1</td>
<td>EA</td>
<td>1,145.00</td>
</tr>
<tr>
<td>Heavy duty spray on bed liner inside cargo area of 11’-utility body</td>
<td>1</td>
<td>EA</td>
<td>895.00</td>
</tr>
<tr>
<td>Class V receiver hitch</td>
<td>1</td>
<td>EA</td>
<td>544.50</td>
</tr>
<tr>
<td>Factory rear view camera &amp; prep kit with electro chromic mirror</td>
<td>1</td>
<td>EA</td>
<td>410.00</td>
</tr>
<tr>
<td>4.88 Limited slip rear differential</td>
<td>1</td>
<td>EA</td>
<td>350.00</td>
</tr>
<tr>
<td>Full size spare tire &amp; jack</td>
<td>1</td>
<td>EA</td>
<td>340.00</td>
</tr>
<tr>
<td>Black platform running boards</td>
<td>1</td>
<td>EA</td>
<td>315.00</td>
</tr>
<tr>
<td>Electric brake controller</td>
<td>1</td>
<td>EA</td>
<td>265.00</td>
</tr>
<tr>
<td>New city tag</td>
<td>1</td>
<td>EA</td>
<td>248.33</td>
</tr>
<tr>
<td>Install rear vision camera at back of body</td>
<td>1</td>
<td>EA</td>
<td>142.50</td>
</tr>
<tr>
<td>Exterior backup alarm</td>
<td>1</td>
<td>EA</td>
<td>120.00</td>
</tr>
<tr>
<td>Seven wire RV plug with 4-wire flat combination plug</td>
<td>1</td>
<td>EA</td>
<td>85.80</td>
</tr>
<tr>
<td>Programmed third key</td>
<td>1</td>
<td>EA</td>
<td>75.00</td>
</tr>
<tr>
<td>Draw Bar 2 &amp; 5/16&quot; Ball Pin and Clip</td>
<td>1</td>
<td>EA</td>
<td>38.50</td>
</tr>
</tbody>
</table>

**Total Cost** $5,128.53

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF, effective through January 17, 2021. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

During the FY17 budget process, funding for additional vehicles and equipment for the Stormwater, Pavement and Traffic Operations Department was approved but the budget was inadvertently left out of the FY17 Adopted Budget for the Stormwater Utility Operating Fund. The appropriation included in this item will allow for the purchase of Item #6 (2017 Ford F-550 Regular cab chassis 2WD equipped with a 3-4 yard dump).
Cost/Funding/Assessment Information: The majority of funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance, Fleet Mechanical Cost (800-2527) and Water Resources Operating Fund (4001), Water Resources Cosme WTP (420-2077). Funding for Item #6 (2017 Ford F-550 Regular cab chassis 2WD equipped with a 3-4 yard dump) will be available after the approval of a supplemental appropriation in the amount of $53,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Mowing Operations (400-1321).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age</th>
<th>Life Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD with stellar tire service truck body</td>
<td>2</td>
<td>Fleet Maintenance</td>
<td>Used for transporting employees, storage of tools and equipment needed for road-side tire repair or replacement on all City vehicles.</td>
<td>Replacements</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>2</td>
<td>2017 Ford F-550 Crew cab chassis, 4WD with stake body equipped with a 5000 Lb. crane</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, 4WD for off-road use at Cosme Water Plant &amp; Drill Grounds. 5,000 lbs. crane for maintenance and lifting of materials.</td>
<td>Additional</td>
<td>N/A</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD equipped with a utility body</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, storage of tools and equipment needed for maintenance.</td>
<td>Replacement</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>2017 Ford F-550 Crew cab chassis 4WD, with stake body</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, 4WD for off-road use at Cosme Water Plant &amp; Drill Grounds maintenance &amp; repairs.</td>
<td>Replacement</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>2017 Ford F-550 Regular cab chassis 2WD equipped with a utility body with crane</td>
<td>7</td>
<td>Water Resources</td>
<td>Used for transporting employees, storage of tools and equipment needed for maintenance, ability to lift 4,000 lbs. with the crane.</td>
<td>Replacements</td>
<td>10-11 YRS</td>
<td>10 YRS</td>
</tr>
<tr>
<td>6</td>
<td>2017 Ford F-550 Regular cab chassis 2WD equipped with a 3-4 yard dump</td>
<td>1</td>
<td>Stormwater / Mowing Operations</td>
<td>Used for transporting employees, hauling, and dumping of material and debris</td>
<td>Additional</td>
<td>N/A</td>
<td>10 YRS</td>
</tr>
<tr>
<td>7</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD equipped with a 12 ft. stake body</td>
<td>1</td>
<td>Parks &amp; Recreation</td>
<td>Used for transporting employees, materials, equipment, and supplies. Heavy load capacity to handle multiple pallets sod and/or fertilizer.</td>
<td>Replacement</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>2011</td>
<td>2014</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
<td>% Change</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>1</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD with stellar tire service truck body</td>
<td></td>
<td></td>
<td></td>
<td>$88,239.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2017 Ford F-550 Crew cab chassis, 4WD with stake body equipped with a 5000 Lb. crane</td>
<td></td>
<td></td>
<td></td>
<td>$86,090.82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD equipped with a utility body</td>
<td>$44,183</td>
<td></td>
<td></td>
<td>$81,438.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2017 Ford F-550 Crew cab chassis 4WD, with stake body</td>
<td></td>
<td></td>
<td></td>
<td>$58,495.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2017 Ford F-550 Regular cab chassis 2WD equipped with a utility body with crane</td>
<td>$72,571.00</td>
<td>$75,451</td>
<td>$52,860.63</td>
<td></td>
<td>(30%)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2017 Ford F-550 Regular cab chassis 2WD equipped with a 3-4 yard dump</td>
<td>$44,068</td>
<td>$45,301</td>
<td>$52,420.43</td>
<td></td>
<td>16%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2017 Ford F-550 Regular cab chassis, 2WD equipped with a 12 ft. stake body</td>
<td>$40,154</td>
<td>$44,006</td>
<td>$50,128.43</td>
<td></td>
<td>14%</td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE PURCHASE OF TWO (2) NEW AND TWELVE (12) REPLACEMENT FORD F-550 TRUCKS FROM ALAN JAY FORD LINCOLN MERCURY, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $1,046,543.66, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 120716-NAF; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $53,000 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER UTILITY OPERATING FUND (4011) TO THE STORMWATER, PAVEMENT & TRAFFIC OPERATIONS DEPARTMENT, MOWING OPERATIONS (400-1321); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase two (2) new Ford F-550 trucks and twelve (12) replacement Ford F-550 trucks that have reached the end of their economic service life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or the his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Alan Jay Ford Lincoln Mercury, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of these awards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of two (2) new and twelve (12) replacement Ford F-550 trucks from Alan Jay Ford Lincoln Mercury, Inc. for the Fleet Management Department at a total cost not to exceed $1,046,543.66, utilizing the National Joint Powers Alliance Contract No. 120716-NAF is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Stormwater Utility Operating Fund (4011) for Fiscal Year 2017:
Stormwater Utility Operating Fund (4011)
Stormwater, Pavement & Traffic Operations Department,
Mowing Operations (400-1321) $53,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

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

Subject: Approving the renewal of blanket purchase agreements with Ram Tool & Supply Co Inc, Fastenal Company, and Bert Lowe Supply Company for industrial supplies, at an estimated annual cost of $150,000 for a total contract amount of $565,000.

Explanation: On June 19, 2014, City Council approved a one-year agreement for industrial supplies, with three one-year renewal options. On July 23, 2015 and July 21, 2016, City Council approved the first and second one-year renewal options. This is the final renewal option.

The suppliers furnish and deliver hand tools such as shovels, rakes, hammers, saws, screwdrivers, and pliers. They also furnish and deliver hardware items such as flashlights, abrasives, rope, lubricants and spray paint. These items are stocked at the Consolidated Warehouse.

The Procurement Department recommends for renewal:

<table>
<thead>
<tr>
<th>Item</th>
<th>Original Contract Amount</th>
<th>Renewal No. 1</th>
<th>Renewal No. 2</th>
<th>Renewal No. 3</th>
<th>New Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial Supplies</td>
<td>$135,000.00</td>
<td>135,000.00</td>
<td>145,000.00</td>
<td>150,000.00</td>
<td>$565,000.00</td>
</tr>
</tbody>
</table>

The suppliers have agreed to uphold the terms and conditions of Bid No. 7623 dated February 4, 2014. Administration recommends renewal of the agreements based upon the suppliers’ past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from date of approval through July 31, 2018. Amounts paid to suppliers under this renewal period shall not exceed a combined total of $150,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Supply Management Fund (5031).

Attachments: Price History
             Resolution

Approvals:

[Signatures]
## Price History

### 445-99 Industrial Supplies (CW)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>50904</td>
<td>Oil, penetrating, aerosol, 12 oz, WD-40, 0606177 (No Substitutes)</td>
<td>5.32</td>
<td>5.32</td>
<td>5.58</td>
<td>5.58</td>
<td>5.58</td>
<td>0.0%</td>
</tr>
<tr>
<td>58824</td>
<td>Rope, Nylon, twisted lay, 3/8&quot;, Bevis Rope 0589948</td>
<td>0.13</td>
<td>0.13</td>
<td>0.13</td>
<td>0.13</td>
<td>0.13</td>
<td>0.0%</td>
</tr>
<tr>
<td>63405</td>
<td>Insecticide, Wasps and Hornets, Aerosol, Jet Stream Spray, Raid 0608595 (No Substitutes)</td>
<td>3.47</td>
<td>9.23</td>
<td>7.74</td>
<td>7.74</td>
<td>7.74</td>
<td>0.0%</td>
</tr>
<tr>
<td>58944</td>
<td>Tape, Duct, 48mm x 50m, 6 Mil, Silver Talon (TM), 0617068</td>
<td>3.88</td>
<td>3.85</td>
<td>4.53</td>
<td>4.53</td>
<td>4.53</td>
<td>0.0%</td>
</tr>
<tr>
<td>58560</td>
<td>Chain, 1/4IN, galv, proof coil, grade 30, Equiprite 0559706</td>
<td>0.53</td>
<td>1.03</td>
<td>0.93</td>
<td>0.93</td>
<td>0.93</td>
<td>0.0%</td>
</tr>
<tr>
<td>58562</td>
<td>Chain, 3/16&quot; Galvanized, Proof Coi, Grade 30, Peerless Chain 45002</td>
<td>0.75</td>
<td>0.70</td>
<td>0.60</td>
<td>0.60</td>
<td>0.60</td>
<td>0.0%</td>
</tr>
<tr>
<td>59826</td>
<td>Absorbent, for oil spills and grease, 40LB bag, Oil Dry 1053202</td>
<td>5.51</td>
<td>5.36</td>
<td>7.14</td>
<td>7.14</td>
<td>7.14</td>
<td>0.0%</td>
</tr>
<tr>
<td>58918</td>
<td>Rope, polypropylene, twisted lay, 1/4&quot;, Bevis Rope 0589965</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
<td>0.0%</td>
</tr>
<tr>
<td>58272</td>
<td>Concrete, Ready Mix, Bagged, Mixed, Sand, Gravel and Cement, Quickrete, 60 LB Bag or Approved Eq</td>
<td>4.20</td>
<td>5.89</td>
<td>3.89</td>
<td>3.89</td>
<td>4.00</td>
<td>2.8%</td>
</tr>
<tr>
<td>58215</td>
<td>Rebar, steel, 5/8&quot; x 20 ', O'Neal 0999866</td>
<td>11.75</td>
<td>12.32</td>
<td>12.32</td>
<td>12.32</td>
<td>12.32</td>
<td>0.0%</td>
</tr>
<tr>
<td>57972</td>
<td>Bolt, machine, with nut, 5/8IN x 3IN</td>
<td>0.42</td>
<td>0.95</td>
<td>0.95</td>
<td>0.95</td>
<td>0.95</td>
<td>0.0%</td>
</tr>
<tr>
<td>65742</td>
<td>Insecticide, 17OZ, Residual, for Ants and Roaches, Raid 13127-00182</td>
<td>3.97</td>
<td>5.13</td>
<td>5.13</td>
<td>5.13</td>
<td>5.64</td>
<td>9.9%</td>
</tr>
<tr>
<td>58176</td>
<td>Block, concrete 2 hole, 8&quot; X 8&quot; X 16&quot;, Cement Products</td>
<td>1.73</td>
<td>1.73</td>
<td>1.73</td>
<td>1.73</td>
<td>1.78</td>
<td>2.9%</td>
</tr>
<tr>
<td>57981</td>
<td>Bolt, Machine, With Nut, 3/4&quot; X 3&quot;</td>
<td>1.50</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
<td>1.05</td>
<td>0.0%</td>
</tr>
<tr>
<td>57975</td>
<td>Bolt, Machine, With Nut, 5/8&quot; X 2-1/2&quot;</td>
<td>0.90</td>
<td>0.89</td>
<td>0.89</td>
<td>0.89</td>
<td>0.89</td>
<td>0.0%</td>
</tr>
<tr>
<td>58179</td>
<td>Expansion joint, 1/2&quot; X 4&quot; X 10', WR Meadows EB123510 or Approved Equal</td>
<td>1.84</td>
<td>2.10</td>
<td>3.20</td>
<td>3.20</td>
<td>4.35</td>
<td>35.9%</td>
</tr>
<tr>
<td>60498</td>
<td>Paint, spray, inverted, aerosol, brilliant white, water based, 12 OZ, Krylon S03401 12/case</td>
<td>2.19</td>
<td>2.40</td>
<td>2.64</td>
<td>2.64</td>
<td>2.64</td>
<td>0.0%</td>
</tr>
<tr>
<td>59001</td>
<td>Clamp, header, 9/16&quot; with band, 12-1/4&quot;, Ideal 0427716</td>
<td>3.31</td>
<td>2.35</td>
<td>2.35</td>
<td>2.35</td>
<td>2.35</td>
<td>0.0%</td>
</tr>
<tr>
<td>59142</td>
<td>Padlock, key alike, rotary shackle, Sterling 578FR</td>
<td>6.90</td>
<td>6.90</td>
<td>6.90</td>
<td>6.90</td>
<td>7.24</td>
<td>4.9%</td>
</tr>
<tr>
<td>65751</td>
<td>Lime, Bondcrete, 50 LB Bag, Cheney Lime and Cement</td>
<td>18.90</td>
<td>18.90</td>
<td>18.90</td>
<td>18.90</td>
<td>19.80</td>
<td>4.8%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE THIRD AND FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH RAM TOOL & SUPPLY CO INC, FASTENAL COMPANY, AND BERT LOWE SUPPLY COMPANY FOR INDUSTRIAL SUPPLIES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $150,000 FOR A TOTAL FINAL CONTRACT AMOUNT OF $565,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 2014, City Council approved the award of a one-year blanket agreement ("Agreement") with three one-year renewal options to Ram Tool & Supply Co Inc, Fastenal Company, and Bert Lowe Supply Company for the purchase of industrial supplies pursuant to Bid No. 7623, dated February 4, 2014; and

WHEREAS, on July 23, 2015 City Council approved the first renewal option to the Agreement; and

WHEREAS, on July 21, 2016, City Council approved the second renewal option to the Agreement; and

WHEREAS, the City desires to exercise the third and final renewal option to the Agreement; and

WHEREAS, Ram Tool & Supply Co Inc, Fastenal Company, and Bert Lowe Supply Company have agreed to hold prices firm under the terms and conditions of Bid No. 7623; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third and final renewal option to the blanket purchase agreement with Ram Tool & Supply Co Inc, Fastenal Company, and Bert Lowe Supply Company for industrial supplies at an estimated annual cost not to exceed $150,000 for a total final contract amount of $565,000 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:

City Attorney (Designee)
00331059
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements for electrical supplies with Mayer Electric Supply Company, Inc., Rexel Inc., and Electric Supply of Tampa, Inc., at an estimated annual cost of $125,000 for a total contract amount of $520,000.

Explanation: On May 16, 2013 City Council approved three-year agreements for electrical supplies, with two one-year renewal options. On July 21, 2016, City Council approved the first renewal. This is the final renewal.

The suppliers furnish for delivery and pick-up electrical supplies such as wire, conduit, switches, circuit breakers, transformers, enclosures, and cords. These supplies are used to repair equipment such as pumps, exhaust fan motors, ballasts, and traffic signals; and are also used in electrical system maintenance in City facilities. Multiple awards were necessary due to the variety and volume of supplies and to ensure availability and compatibility.

The Procurement Department recommends for renewal:

<table>
<thead>
<tr>
<th>Electrical Supplies</th>
<th>$125,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$270,000.00</td>
</tr>
<tr>
<td>Renewal No. 1</td>
<td>125,000.00</td>
</tr>
<tr>
<td>Renewal No. 2</td>
<td>125,000.00</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$520,000.00</td>
</tr>
</tbody>
</table>

The suppliers have agreed to uphold the terms and conditions of Bid No. 7461 dated March 13, 2013. Administration recommends renewal of the agreements based upon the suppliers' past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from date of approval through July 31, 2018. Amounts paid to suppliers under this renewal period shall not exceed a combined total of $125,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), General Fund (0001), Water Resources Capital Projects Fund (4003), and Municipal Office Buildings Fund (5005).

Attachments: Discount Percentage Resolution

Approvals:

[Administrative] [Budget]
## 285-95 Electrical Supplies
### Discount Percentage

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Electric Supply, Inc. Percentage Discount Off Catalog</th>
<th>Mayer Electric Supply Percentage Discount Off Catalog</th>
<th>Rexel Inc Percentage Discount Off Catalog</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bussmann</td>
<td>20%</td>
<td>62%</td>
<td>57%</td>
</tr>
<tr>
<td>Aclan Cable</td>
<td>30%</td>
<td>65%</td>
<td>NB</td>
</tr>
<tr>
<td>Alfex</td>
<td>30%</td>
<td>69%</td>
<td>NB</td>
</tr>
<tr>
<td>Encore Wire Corp</td>
<td>30%</td>
<td>60%</td>
<td>NB</td>
</tr>
<tr>
<td>General Cable</td>
<td>30%</td>
<td>60%</td>
<td>NB</td>
</tr>
<tr>
<td>Senator Wire</td>
<td>30%</td>
<td>65%</td>
<td>NB</td>
</tr>
<tr>
<td>Werner</td>
<td>30%</td>
<td>59%</td>
<td>51%</td>
</tr>
<tr>
<td>B-Line or B-Line Systems Inc</td>
<td>35%</td>
<td>65%</td>
<td>60%</td>
</tr>
<tr>
<td>Bridgeport</td>
<td>35%</td>
<td>73%</td>
<td>NB</td>
</tr>
<tr>
<td>Cantex Inc</td>
<td>35%</td>
<td>68%</td>
<td>NB</td>
</tr>
<tr>
<td>RACO</td>
<td>35%</td>
<td>68%</td>
<td>66%</td>
</tr>
<tr>
<td>Wire Alum Generic</td>
<td>35%</td>
<td>65%</td>
<td>NB</td>
</tr>
<tr>
<td>Advance Ballast</td>
<td>40%</td>
<td>88%</td>
<td>NB</td>
</tr>
<tr>
<td>Allied Tube &amp; Conduit</td>
<td>40%</td>
<td>69%</td>
<td>NB</td>
</tr>
<tr>
<td>Carlon Electrical</td>
<td>40%</td>
<td>70%</td>
<td>NB</td>
</tr>
<tr>
<td>P&amp;S Wiring Devices</td>
<td>40%</td>
<td>60%</td>
<td>NB</td>
</tr>
<tr>
<td>T&amp;B Red-Dot</td>
<td>40%</td>
<td>70%</td>
<td>NB</td>
</tr>
<tr>
<td>American Insulated Wire</td>
<td>NB</td>
<td>60%</td>
<td>NB</td>
</tr>
<tr>
<td>GE Busway</td>
<td>NB</td>
<td>60%</td>
<td>31%</td>
</tr>
<tr>
<td>GE Distribution</td>
<td>NB</td>
<td>65%</td>
<td>40%</td>
</tr>
<tr>
<td>GE Lamps</td>
<td>NB</td>
<td>88%</td>
<td>ND</td>
</tr>
<tr>
<td>GE Metering</td>
<td>NB</td>
<td>65%</td>
<td>31%</td>
</tr>
<tr>
<td>GE Transformers</td>
<td>NB</td>
<td>60%</td>
<td>70%</td>
</tr>
<tr>
<td>Wheatland Tube &amp; Conduit</td>
<td>NB</td>
<td>65%</td>
<td>NB</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE SECOND AND FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH MAYER ELECTRIC SUPPLY COMPANY, INC., REXEL, INC., AND ELECTRIC SUPPLY OF TAMPA, INC. FOR ELECTRICAL SUPPLIES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $125,000 FOR A TOTAL FINAL CONTRACT AMOUNT OF $520,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2013 City Council approved the award of a three-year blanket agreement ("Agreement") with two one-year renewal options to Mayer Electric Supply Company, Inc., Rexel, Inc., and Electric Supply of Tampa, Inc. for the purchase of electrical supplies pursuant to Bid No. 7461, dated March 13, 2013; and

WHEREAS, on July 21, 2016, City Council approved the first renewal option to the Agreement; and

WHEREAS, the City desires to exercise the second and final renewal option to the Agreement; and

WHEREAS, Mayer Electric Supply Company, Inc., Rexel, Inc., and Electric Supply of Tampa, Inc. have agreed to hold prices firm under the terms and conditions of Bid No. 7461; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second and final renewal option to the blanket purchase agreement with Mayer Electric Supply Company, Inc., Rexel, Inc., and Electric Supply of Tampa, Inc. for electrical supplies at an estimated annual cost not to exceed $125,000 for a total final contract amount of $520,000 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.
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of a vacuum tanker truck from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $385,106.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 022014-FSC.

The additional vacuum truck will be used by Water Resources for water pipe maintenance and vacuum debris removal. The purchase of this truck will result in a total vacuum truck fleet of twelve.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 022014-FSC:

Environmental Products Group, Inc. (Apopka) ........................................ $385,106

<table>
<thead>
<tr>
<th>Cab &amp; Chassis</th>
<th>Quantity</th>
<th>Unit Cost 1</th>
<th>Unit Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100 Plus PD, 16&quot; vacuum, 12-yard debris, combo</td>
<td>1</td>
<td>$222,831</td>
<td>$222,831</td>
</tr>
<tr>
<td>180 deg. 10-ft Telescoping boom</td>
<td>1</td>
<td>14,180</td>
<td>14,180</td>
</tr>
<tr>
<td>Externally mounted trash pump w/ floating arm</td>
<td>1</td>
<td>10,799</td>
<td>10,799</td>
</tr>
<tr>
<td>Centrifugal separators (cyclones)</td>
<td>1</td>
<td>4,851</td>
<td>4,851</td>
</tr>
<tr>
<td>Hose wind guide (dual roller), auto, non-indexing with pinch roller</td>
<td>1</td>
<td>4,411</td>
<td>4,411</td>
</tr>
<tr>
<td>Additional water, 1500 gallon total (12-yard)</td>
<td>1</td>
<td>3,761</td>
<td>3,761</td>
</tr>
<tr>
<td>Hydro excavation kit/retract reel w/50'-hose and nozzle</td>
<td>1</td>
<td>3,177</td>
<td>3,177</td>
</tr>
<tr>
<td>Toolbox, behind cab - 16w x 30h x 96d</td>
<td>1</td>
<td>2,914</td>
<td>2,914</td>
</tr>
<tr>
<td>Belly pack wireless controls, including hose reel controls</td>
<td>1</td>
<td>2,857</td>
<td>2,857</td>
</tr>
<tr>
<td>Freight charges</td>
<td>1</td>
<td>2,700</td>
<td>2,700</td>
</tr>
<tr>
<td>6&quot; Decant System with knife valve, curbside</td>
<td>1</td>
<td>2,140</td>
<td>2,140</td>
</tr>
<tr>
<td>Lube manifold</td>
<td>1</td>
<td>2,097</td>
<td>2,097</td>
</tr>
<tr>
<td>Debris body load limit alarm tied to debris body vacuum relief</td>
<td>1</td>
<td>1,910</td>
<td>1,910</td>
</tr>
<tr>
<td>Toolbox, front bumper mounted, 16 x 12 x 18 (LED side markers</td>
<td>1</td>
<td>1,826</td>
<td>1,826</td>
</tr>
<tr>
<td>Toolbox, driver side chassis frame, 24w x 24h x 24d</td>
<td>1</td>
<td>1,475</td>
<td>1,475</td>
</tr>
<tr>
<td>Rear door splash shield</td>
<td>1</td>
<td>1,413</td>
<td>1,413</td>
</tr>
<tr>
<td>Debris body washout</td>
<td>1</td>
<td>1,387</td>
<td>1,387</td>
</tr>
<tr>
<td>Rear directional control, split arrow traffic controller, 10 Lights</td>
<td>1</td>
<td>1,298</td>
<td>1,298</td>
</tr>
<tr>
<td>Hand gun hose reel w/spring retract</td>
<td>1</td>
<td>1,194</td>
<td>1,194</td>
</tr>
<tr>
<td>Strobe light, LED, cab guard, federal signal, amber</td>
<td>1</td>
<td>1,010</td>
<td>1,010</td>
</tr>
<tr>
<td>Folding pipe rack, curbside</td>
<td>1</td>
<td>962</td>
<td>962</td>
</tr>
<tr>
<td>Folding pipe rack, street side</td>
<td>1</td>
<td>962</td>
<td>962</td>
</tr>
<tr>
<td>Strobe light, rear, federal signal US-5 series, amber</td>
<td>1</td>
<td>906</td>
<td>906</td>
</tr>
<tr>
<td>6&quot; rear door butterfly valve, 3 o'clock position</td>
<td>1</td>
<td>760</td>
<td>760</td>
</tr>
<tr>
<td>Front joystick boom control</td>
<td>1</td>
<td>732</td>
<td>732</td>
</tr>
<tr>
<td>Work lights (2), LED, telescoping boom</td>
<td>1</td>
<td>722</td>
<td>722</td>
</tr>
<tr>
<td>Low water light w/alarm and water pump flow indicator</td>
<td>1</td>
<td>597</td>
<td>597</td>
</tr>
<tr>
<td>Chassis modifications charges</td>
<td>1</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>Blower high temp safety shutdown</td>
<td>1</td>
<td>490</td>
<td>490</td>
</tr>
<tr>
<td>Rodder pump drain valves</td>
<td>1</td>
<td>460</td>
<td>460</td>
</tr>
<tr>
<td>500' x 1&quot; Piranha sewer hose 2500 PSI</td>
<td>1</td>
<td>453</td>
<td>453</td>
</tr>
<tr>
<td>Hydraulic oil temp alarm</td>
<td>1</td>
<td>345</td>
<td>345</td>
</tr>
<tr>
<td>Hand light w/bumper plug</td>
<td>1</td>
<td>345</td>
<td>345</td>
</tr>
<tr>
<td>Grate lifting hook, installed on boom</td>
<td>1</td>
<td>288</td>
<td>288</td>
</tr>
<tr>
<td>New City tag</td>
<td>1</td>
<td>150</td>
<td>150</td>
</tr>
</tbody>
</table>

Continued on Page 2
<table>
<thead>
<tr>
<th>Body</th>
<th>Vactor supplied chassis, tandem axle, 2018 Kenworth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NJPA discount</td>
</tr>
<tr>
<td></td>
<td>Additional factory promotional discount</td>
</tr>
</tbody>
</table>

1  EA  105,960  105,960  (8,807)  (9,000)  $385,106

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 022014-FSC, effective through March 18, 2018. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Wastewater Maintenance (420-2145).

Attachments: Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
A RESOLUTION APPROVING THE PURCHASE OF ONE (1) NEW VACUUM TANK TRUCK FROM ENVIRONMENTAL PRODUCTS GROUP, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $385,106, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 022014-FSC; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one new vacuum tanker truck for water pipe maintenance and vacuum debris removal for the Water Resources Department; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Environmental Products Group, Inc. have met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 022014-FSC; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one (1) new vacuum tank truck from Environmental Products Group, Inc. for the Fleet Management Department at a total cost not to exceed $385,106, utilizing the National Joint Powers Alliance Contract No. 022014-FSC is hereby approved and the Mayor or Mayor’s designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00331004
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with The School Board of Pinellas County, Florida for the after-school snack program for the Parks & Recreation Department, at an estimated annual cost of $193,880 for a total contract amount of $372,600.

Explanation: On July 21, 2016, City Council approved a one-year agreement for the after school snack program through July 31, 2017, with four one-year renewal options. This is the first renewal.

The School Board of Pinellas County, Florida prepares snacks and beverages for children enrolled in the City’s after-school program. The schedule of the program is concurrent with the Pinellas County Schools weekday calendar. Services are also provided when schools are not in session or on City holidays. During certain holiday periods, such as Spring Break, Fall Break, and Christmas Break, the city will self-vend the program. Throughout the program, city staff transports approximately 1,310 snacks per day from 11 designated school sites to the 11 recreation centers that participate in the program, transporting an average total of 242,350 snacks per year. The snacks are made in accordance with the specifications provided by the Florida Department of Health Bureau of Child Nutrition.

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

The School Board of Pinellas County, Florida................................. $193,880
(Approximately 242,350 snacks @ .80 each)

| Original Contract Amount  | $168,720 |
| Allocation Increase No. 1 | 10,000   |
| Renewal No. 1             | 193,880  |
| New Contract Amount       | $372,600 |

The supplier has agreed to hold prices firm under the terms and conditions of IFB No. 6099 dated June 9, 2016. Administration recommends renewal of the agreement based upon the supplier’s past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the contract and no requested increase in unit price. The renewal will be effective from date of approval through July 31, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Recreation Administration (190-1573).

Attachments: Delivery Locations
Sample Snack Menu
Price History
Resolution

Approvals:

By: Administrative

By: Budget
### Appendix A

**Delivery Locations 2017-2018 for After School Snack Program**

<table>
<thead>
<tr>
<th>General Site Information</th>
<th>Beg Date Total Location</th>
<th>Est. Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Site #1 - Campbell Park Center</strong></td>
<td>601 14th St. S.</td>
<td>beg: 8/10/17</td>
<td>Campbell Park Elementary</td>
<td>65</td>
<td>12,025</td>
</tr>
<tr>
<td>St. Petersburg, FL 33705</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7733</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Verline Moore</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #2 - Childs Park Center</strong></td>
<td>4301 13th Ave. S.</td>
<td>beg: 8/10/17</td>
<td>Fairmount Park Elementary</td>
<td>95</td>
<td>17,575</td>
</tr>
<tr>
<td>St. Petersburg, FL 33711</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7463</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Yolanda Anderson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #3 - Frank Pierce Center</strong></td>
<td>2000 7th St. S.</td>
<td>beg: 8/10/17</td>
<td>Lakewood Elementary</td>
<td>70</td>
<td>12,950</td>
</tr>
<tr>
<td>St. Petersburg, FL 33705</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7731</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Jennifer Ross</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #4 - Gladden Park Center</strong></td>
<td>3901 30th Ave. N.</td>
<td>beg: 8/10/17</td>
<td>New Heights Elementary</td>
<td>95</td>
<td>17,575</td>
</tr>
<tr>
<td>St. Petersburg, FL 33713</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7458</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Christopher Lampley</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #5 - J. W. Cate Center</strong></td>
<td>5801 22nd Ave. N.</td>
<td>beg: 8/10/17</td>
<td>Westgate Elementary</td>
<td>200</td>
<td>37,000</td>
</tr>
<tr>
<td>St. Petersburg, FL 33710</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7443</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Robert Valenti</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #6 - Lake Vista Center</strong></td>
<td>1401 62nd Ave. S.</td>
<td>beg: 8/10/17</td>
<td>Lakewood High</td>
<td>115</td>
<td>21,275</td>
</tr>
<tr>
<td>St. Petersburg, FL 33705</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7744</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Marci Reedy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #7 - Roberts Rec. Center</strong></td>
<td>1246 50th Ave. N.</td>
<td>beg: 8/10/17</td>
<td>Sexton Elementary</td>
<td>160</td>
<td>29,600</td>
</tr>
<tr>
<td>St. Petersburg, FL 33703</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7754</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Stephanie Nicely</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #8 - Shore Acres Center</strong></td>
<td>4230 Shore Acres Blvd. NE</td>
<td>beg: 8/10/17</td>
<td>North Shore Elementary</td>
<td>115</td>
<td>21,275</td>
</tr>
<tr>
<td>St. Petersburg, FL 33703</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7755</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Brian Simonson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #10</strong></td>
<td>Thomas “Jet” Jackson (formerly Wildwood)</td>
<td>beg: 8/10/17</td>
<td>Perkins Elementary</td>
<td>75</td>
<td>13,875</td>
</tr>
<tr>
<td>1000 28th Street South</td>
<td>end: 5/24/18</td>
<td>Ph: 893-7750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Petersburg, FL 33712</td>
<td>Supvr. Robert Lovelace</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #9 - Walter Fuller Center</strong></td>
<td>7891 26th Ave. N.</td>
<td>beg: 8/10/17</td>
<td>Azalea Elementary</td>
<td>130</td>
<td>24,050</td>
</tr>
<tr>
<td>St. Petersburg, FL 33710</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7443</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supvr. Tim Bodkin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Site #11</strong></td>
<td>Willis S. Johns Center</td>
<td>beg: 8/10/17</td>
<td>Lynch Elementary</td>
<td>190</td>
<td>35,150</td>
</tr>
<tr>
<td>6635 9th St. N.</td>
<td>end: 5/24/18</td>
<td>Ph: (727)893-7756</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Petersburg, FL 33702</td>
<td>Supvr. Andy Chee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Pick up/delivery times will be earlier than serving times
## Appendix B
### Sample Snack Menu

#### St. Pete Rec Vended Snack Menu Worksheet 2017-2018

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Blueberry Muffin</td>
<td>Goldfish Cheddar</td>
<td>Honey Scooters – Bowl Pak Cereal*</td>
<td>Cinnamon Muffin Loaf</td>
<td>String Cheese &amp; 1 pkg saltines</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week 2</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Corn Muffin Loaf</td>
<td>Goldfish Pretzels</td>
<td>Marshmallow Mateys – Bowl Pak Cereal*</td>
<td>Cheez-Its</td>
<td>Colby Jack Cheese Stick &amp; 1 pkg saltines</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week 3</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Double Chocolate Muffin (1B)</td>
<td>Tortilla Chips (unflavored) (1B)</td>
<td>Alphabets – Bowl Pak Cereal*</td>
<td>Blueberry Yogurt**</td>
<td>Biscuit &amp; Jelly Pkt</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

-Packaging: White lunch bag/straw/spoon/napkin or Bulk Pack

*Only cereals listed to be served. Must be 6 gm of sugar or less
**Only Blueberry Yogurt to be served. Must have 15 mg or less of sugar in 4 oz
## Price History

952-84 After School Snack Food Service Program

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>After School Snacks</td>
<td>$0.70</td>
<td>$0.78</td>
<td>$0.78</td>
<td>$0.80</td>
<td>$0.80</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION OF A BLANKET AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $193,880 FOR A TOTAL FINAL CONTRACT PRICE OF $372,600 FOR THE AFTER SCHOOL SNACK PROGRAM FOR THE PARKS & RECREATION DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On July 21, 2016 City Council approved the award of a one-year Blanket Agreement with four one-year renewal options to The School Board of Pinellas County, Florida ("The School Board") pursuant to IFB No. 6099 dated June 9, 2016; and

WHEREAS, the City desires to exercise the first one-year renewal option; and

WHEREAS, The School Board has agreed to uphold the terms and conditions of IFB No. 6099; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parks & Recreation Department, recommends approval of this renewal.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal of a Blanket Agreement with The School Board of Pinellas County, Florida at an estimated annual cost not to exceed $193,880 for a total final contract price of $372,600 for the after school snack program for the Parks & Recreation Department is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00331164
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 20, 2017

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

Subject: Approving the purchase of a bucket truck from Altec Industries, Inc., for the Fleet Management Department, at a total cost of $208,480.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 031014-ALT.

This purchase is an additional Altec cab and chassis, mounted with an articulating bucket device. The new equipment, with a ten year service life, will be used by Water Resources for aerial maintenance and material handling within the northeast water treatment facility.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 031014-ALT:

Altec Industries, Inc. (Birmingham) ......................................................... $208,480

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab &amp; Chassis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freightliner M-2 all-wheel drive with an automatic transmission</td>
<td>1 EA</td>
<td>$23,483.00</td>
<td>$23,483.00</td>
</tr>
<tr>
<td>Body</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Altec TA60 with full service line body and Articulating telescopic aerial device with material handling</td>
<td>1 EA</td>
<td>$184,997</td>
<td>$184,997</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$208,480</td>
</tr>
</tbody>
</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 031014-ALT, effective through April 10, 2019. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Water Reclamation Administration (420-2165).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING THE PURCHASE OF ONE (1) NEW BUCKET TRUCK FROM ALTEC INDUSTRIES, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $208,480, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 031014-ALT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) new bucket truck for the Fleet Management Department for aerial maintenance and material handling for the Northeast Water Treatment Facility; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Altec Industries, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 031014-ALT; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one (1) new bucket truck from Altec Industries, Inc. for the Fleet Management Department at a total cost not to exceed $208,480, utilizing the National Joint Powers Alliance Contract No. 031014-ALT is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction;

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

[Signature]

00331048
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Rescinding an award to Compuquip Technologies LLC in the amount of $155,324 and awarding a contract to PC Solutions & Integration, Inc., for Next Generation Firewall Equipment for the Department of Technology Services at a total cost of $133,588.80.

Explanation: On July 14, 2016, City Council awarded a contract to Compuquip Technologies LLC for equipment that was installed, however it did not perform per minimum requirements of the firewall system. On March 24, 2017, at the request of the Department of Technology Services, the Procurement Department terminated the agreement with Compuquip Technologies LLC.

The City has since pilot tested and achieved positive results with PC Solutions & Integration, Inc., reseller of the Palo Alto Networks, Inc., equipment and software. Test results are as described in the attached (Palo Alto Next Generation Firewall Test Results), of which all tests were passed without issue. PC Solutions & Integration, Inc. will furnish all labor, equipment, materials and training necessary to install the firewall system and hardware.

This equipment will assist the City with its defense-in-depth strategy. The system will include Next Generation security devices at the edge of the City's network, working in tandem as a high availability firewall. In addition to being an edge security solution, it will function as an Intrusion Protection/Intrusion Detection and URL filtering device. Additionally, it will correctly classify all traffic and then determine the source/destination and affect change to the stream if necessary.

Therefore, in order to proceed with the work, administration recommends that City Council rescind the award to Compuquip Technologies LLC and award to PC Solutions & Integration, Inc., for the firewall equipment needs of the City.

PC Solutions & Integration, Inc., (Miami, FL)..........................$133,588.80

This purchase is made in accordance with section 2-239(w) of the Procurement Code, which authorizes City Council to approve the purchase of computer hardware and software that has been successfully pilot tested by the Chief Information Officer (CIO) and includes documented methodology and results of the testing. Palo Alto Networks, Inc., hardware complies with Resolution No. 2011-396, Conflict Minerals in Electronic Products.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology and Infrastructure Fund (5019), Department of Technology Services, Network Support (850.2565).

Attachments: Test Documentation (2 pages)
Resolution

Approvals:

[Signatures]
Palo Alto Next Generation Firewall Test Results

Summary - Due to the previous firewall vendor (Checkpoint Software Technologies, LTD.) inability to perform the following test(s) in a sufficient manner even after providing them over 120 days to remediate any issues, Palo Alto Networks was brought in to see if their solution would work as stated. From March 17th, 2017 - March 20, 2017, Palo Alto Technical Engineering personnel along with their preferred solution reseller, PCS were on-site at the City of St. Petersburg MSC building to install their solution working in conjunction with the DoTS Networking team. All test results were passed without issue. The tests were repeated a significant amount of times to attempt to make the devices fail. In each test cycle the Palo Alto device successfully passed.

Testing Scenario

1. Establish a virtual private network tunnel (VPN) to two City of St. Petersburg remote locations.
2. Ensure all data connectivity passes through the tunnel without issue.
3. Ensure voice communications passes through the tunnel without issue.
4. Test remote site power failure by removing power from the remote Cisco device and ensure that when power is re-applied that the tunnel is automatically re-established successfully and voice and data traffic continue without issue.
5. Test Data Center power failure by removing power from the Data Center Palo Alto device and ensure that when power is re-applied that the tunnel is automatically re-established successfully and all VPN tunnels to remote locations are automatically re-established to allow voice and data traffic to continue.
6. Test remote connectivity using same IP address scheme
7. Test remote connectivity using a different IP address scheme

Screen capture showing successful test
Conclusion:

Because of Palo Alto Networks successful completion of all tests, it is recommended to proceed with the purchase of the Palo Alto Next Generation Firewalls to provide adequate security and protection to the City of St. Petersburg systems and applications.

Brett M. Fravel - IT Technical Support Manager

Muslim A. Gadiwalla - CIO

Date: 3-23-17

Date: 3/23/17
A RESOLUTION RESCINDING THE AWARD OF AN AGREEMENT TO COMPUQUIP TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED $155,324 FOR THE PURCHASE OF NEXT GENERATION FIREWALL EQUIPMENT FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO PC SOLUTIONS & INTEGRATION, INC. AT A TOTAL COST NOT TO EXCEED $133,588.80 FOR THE PURCHASE OF NEXT GENERATION FIREWALL EQUIPMENT FOR THE DEPARTMENT OF TECHNOLOGY SERVICES IN ACCORDANCE WITH CITY CODE 2-239(W), FOR COMPUTER HARDWARE AND SOFTWARE PURCHASES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received four bids for the purchase of Next Generation Firewall Equipment for the Department of Technology Services pursuant to Bid No. 6090 dated May 24, 2016; and

WHEREAS, on July 14, 2016, City Council accepted the bid and awarded the apparent low bidder, Compuquip Technologies, LLC (“Compuquip”) an agreement in the amount of $155,324; and

WHEREAS, the Department of Technology Services determined that the equipment installed by Compuquip did not perform the minimum requirements of the firewall system; and

WHEREAS, on March 24, 2017, the City notified Compuquip that they were terminating the Agreement for the awarded amount; and

WHEREAS, as a result of this action, City Council recommends rescinding the award to Compuquip; and

WHEREAS, the City has pilot tested the Next Generation Firewall Equipment and software with PC Solutions & Integration, Inc., (“PC Solutions”) reseller of the Palo Alto Networks, Inc. equipment and software, with positive results.

WHEREAS, pursuant to Section 2-239(w) of the Procurement Code, the City is exempt from competitive bidding computer hardware and software that meets the following criteria:

1. The total cost of the purchase does not exceed $250,000.00;
2. The hardware or software must integrate with existing City hardware or software;
3. The hardware or software must have been successfully pilot tested by the Chief Information Officer (CIO) and the methodology and results of the testing must be documented;
4. The hardware or software must be a cost-effective solution for the City as determined by
the CIO; and

5. The hardware or software has been approved by the CIO; and

WHEREAS, PC Solutions has met the requirements of City Code 2-239(w); and

WHEREAS, PC Solutions has met the requirements of the original Bid No. 6090;

and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of an agreement to Compuquip Technologies, LLC in an amount not to exceed $155,324 for the purchase of Next Generation Firewall Equipment for the Department of Technology Services is hereby rescinded; and

BE IT FURTHER RESOLVED that the bid and award of an agreement to PC Solutions & Integration, Inc. at a total cost not to exceed $133,588.80 for the purchase of Next Generation Firewall Equipment for the Department of Technology Services in accordance with City Code 2-239(w) for computer hardware and software purchases is hereby approved and the Mayor or Mayor’s Designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00331166
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of a trencher from Vermeer Southeast Sales & Services, Inc., for the Fleet Management Department, at a total cost of $87,692.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 070313-VRM.

The trencher will be used by Parks & Recreation for the installation and maintenance of irrigation systems and other underground work as needed. The new trencher has a service life of ten years. It is replacing an existing trencher that is ten years old and has exceeded its economic service life. The old trencher will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 070313-VRM:

Vermeer Southeast Sales & Services, Inc. (Orlando) .................................. $87,692

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trencher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RTX450, 49 HP Deutz 2.9L4 tier 4F diesel engine (003); planetary front 68 series</td>
<td>1</td>
<td>$44,708</td>
<td>$44,708</td>
</tr>
<tr>
<td>axle w/ltd slip (025); planetary rear rigid 68 series axle w/ltd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backhoe – Greaseable (w/170 swing) 12&quot; bucket</td>
<td>1</td>
<td>12,083</td>
<td>12,083</td>
</tr>
<tr>
<td>Planetary rear steerable 80 series axle</td>
<td>1</td>
<td>4,297</td>
<td>4,297</td>
</tr>
<tr>
<td>Slip; 26x12-12 wheel assembly – super grip tubeless air, foot step guard,</td>
<td>1</td>
<td>3,934</td>
<td>3,934</td>
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<tr>
<td>5-spool valve assembly; 60&quot; 4-way backfill blade w/ joystick</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealer freight &amp; prep.</td>
<td>1</td>
<td>1,879</td>
<td>1,879</td>
</tr>
<tr>
<td>Planetary front 80 series axle, in lieu of 68 series axle</td>
<td>1</td>
<td>1,228</td>
<td>1,228</td>
</tr>
<tr>
<td>Control; trencher – center mount; trencher hose plumbing kit</td>
<td>1</td>
<td>881</td>
<td>881</td>
</tr>
<tr>
<td>Highway safety lights (2 posts)</td>
<td>1</td>
<td>869</td>
<td>869</td>
</tr>
<tr>
<td>60&quot; 6-way backfill blade w/ joystick control; in lieu of 4-way backfill blade</td>
<td>1</td>
<td>481</td>
<td>481</td>
</tr>
<tr>
<td>Canopy w/o light</td>
<td>1</td>
<td>402</td>
<td>402</td>
</tr>
<tr>
<td>Stabilizer rubber pads</td>
<td>1</td>
<td>345</td>
<td>345</td>
</tr>
<tr>
<td>29x12.5-15 Wheel assembly – super grip - air</td>
<td>1</td>
<td>313</td>
<td>313</td>
</tr>
<tr>
<td>Backfill Blade Extension Kit with 29&quot; tires or quad tracks</td>
<td>1</td>
<td>114</td>
<td>114</td>
</tr>
<tr>
<td>Extension - Hydraulic trench cleaner hoses</td>
<td>1</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Trailer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 8-ton tilt trailer</td>
<td>1</td>
<td>12,250</td>
<td>12,250</td>
</tr>
</tbody>
</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 070313-VRM, effective through September 11, 2017. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Continued on Page 2
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance, Fleet Mechanical Cost (8002527).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING THE PURCHASE OF ONE (1) REPLACEMENT TRENCHER FROM VERMEER SOUTHEAST SALES & SERVICE INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $87,692, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 070313-VRM; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) replacement trencher for the Parks and Recreation Department that has reached the end of its economic service life; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Vermeer Southeast Sales & Service Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 070313-VRM; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one (1) replacement trencher from Vermeer Southeast Sales & Service Inc. for the Fleet Management Department at a total cost not to exceed $87,692, utilizing the National Joint Powers Alliance Contract No. 070313-VRM is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00331020
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Authorizing the Mayor or his designee to execute task order #4 with Thompson Consulting, LLC for disaster-related reimbursement assistance consulting services for the total amount of all task orders not to exceed $82,950.

Explanation: On May 2, 2013, March 31, 2016, and April 6, 2017 respectively, City Council approved a three-year agreement and two one-year renewal options for disaster-related reimbursement assistance consulting services through March 31, 2018.

On September 7, 2016, task order one provided for an initial consultation and the City was advised of Federal Emergency Management Agency (FEMA) documentation requirements to prepare for a potential Presidential disaster declaration. On September 15, 2016 task order two provided for FEMA Public Assistance (PA) grant management services to the City related to Tropical Storm Hermine. On February 10, 2017 task order three provided for tracking all costs in accordance with FEMA Public Assistance requirements to identify direct administrative costs (DAC) related to Tropical Storm Hermine. On June 9, 2017 task order four provided additional support beyond task order three to identify additional eligible damages and PA grant funding related to Tropical Storm Hermine.

The consultant provides, as needed, disaster-related reimbursement assistance consulting services to ensure the City's timely, compliant and accurate submission of documentation for reimbursement/recovery of all disaster-related costs determined to be eligible by law, or otherwise. The City issues task orders for any work and services needed. Services include preparing and submitting the City's initial request for public assistance and all project worksheets with required supporting documentation within all agencies' deadlines and in a manner achieving maximum eligibility for reimbursement of costs; tracking all project documentation submitted through the entire grant process, establishing audit trails as administration of the grant(s) occurs; developing strategies and writing appeals for any cost-recovery disputes between the City and others, and advising the City of changes, updates, revisions and other policy or procedural changes affecting the recovery and eligibility for recovery of the City's disaster-related expenditures. There is no cost to the city until an authorized request for service is required.

The Procurement Department, in cooperation with the Office of the City Auditor, recommends approval:

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,000</td>
<td>(previously issued)</td>
</tr>
<tr>
<td>2</td>
<td>$17,000</td>
<td>(previously issued)</td>
</tr>
<tr>
<td>3</td>
<td>$36,192</td>
<td>(previously issued)</td>
</tr>
<tr>
<td>4</td>
<td>$27,758</td>
<td></td>
</tr>
<tr>
<td>Total Task Orders</td>
<td>$82,950</td>
<td></td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds will be available after a supplemental appropriation in the amount of $82,950 from the unappropriated balance of the General Fund (0001) to the General Fund (0001), City Auditor, City Auditor division (260.1789). A portion of the costs may be eligible for reimbursement by FEMA if approved.

Attachments: Resolution

Approvals:

---

Administrative  
Budget
RESOLUTION NO. 2017-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 4 TO THE AGREEMENT DATED MAY 8, 2013, AS EXTENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THOMPSON CONSULTING SERVICES, LLC ("THOMPSON") IN AN AMOUNT NOT TO EXCEED $27,758 FOR DISASTER RELATED REIMBURSEMENT ASSISTANCE CONSULTING SERVICES; PROVIDING THAT THE TOTAL AMOUNT PAID TO THOMPSON UNDER THE AGREEMENT FOR ALL WORK AND SERVICES SHALL NOT EXCEED $82,950; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Thompson Consulting, LLC ("Thompson") entered into an agreement on May 8, 2013 for Thompson to provide as needed disaster related reimbursement assistance consulting services; and

WHEREAS, the agreement has been extended through March 31, 2018; and

WHEREAS, the City issues Task Orders for any work and services needed; and

WHEREAS, on September 7, 2016, Task Order No. 1 was administratively approved in the amount of $2,000 for Thompson to provide an initial consultation and discuss FEMA documentation requirements to prepare for a potential Presidential disaster declaration; and

WHEREAS, on September 15, 2016, Task Order No. 2 was administratively approved in the amount of $17,000 for Thompson to provide FEMA Public Assistance grant management services to the City related to Tropical Storm Hermine; and

WHEREAS, on February 10, 2017, Task Order No. 3 was administratively approved in the amount of $36,192 for Thompson to provide all tracking costs in accordance with FEMA Public Assistance requirements related to Tropical Storm Hermine; and

WHEREAS, the City desires to execute Task Order No. 4 in an amount not to exceed $27,758 for Thompson to provide additional support beyond the work set forth in Task Order No. 3 to identify additional eligible damages and public assistance grant funding related to Tropical Storm Hermine; and

WHEREAS, the total amount paid to Thompson under the agreement for all work and services performed via task orders shall not exceed $82,950.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Task Order No. 4 to
the Agreement dated May 8, 2013, as extended, between the City of St. Petersburg, Florida and Thompson Consulting Services, LLC ("Thompson") in an amount not to exceed $27,758 for disaster related reimbursement assistance consulting services.

BE IT FURTHER RESOLVED that the total amount paid to Thompson under the agreement for all work and services shall not exceed $82,950.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)
00331279
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from Quality Roofing Inc., in the amount of $74,000 for replacing the corrugated metal roof at the Albert Whitted Airport Hangar #1 and approving a supplemental appropriation of $13,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033) to this project.

Explanation: The Procurement Department received three (3) bids for the corrugated metal roof replacement project at the Albert Whitted Airport Hangar #1. The bids were opened on March 21, 2017. As the Hangar #1 building is historic designated, the proposed roof system has been reviewed and approved by the Urban Planning and Historic Preservation Department.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Roofing Inc. (Tampa)</td>
<td>$74,000</td>
</tr>
<tr>
<td>Simon Roofing &amp; Sheet Metal Corporation (Youngstown, OH)</td>
<td>$111,600</td>
</tr>
<tr>
<td>TarHeel Roofing, Inc., (St. Petersburg)</td>
<td>$126,779</td>
</tr>
</tbody>
</table>

The Contractor will provide all labor, materials, supervision, tools, equipment, and vehicles necessary to replace the corrugated metal roof located atop the Hangar #1 building, located at 107 8th Ave SE, St. Petersburg. Contractor shall perform the work between the hours of 7 a.m. and 5 p.m., Monday through Friday, unless prior approval is provided. The corrugated metal roof area is located in the center portion of the Hangar #1 building. It covers the main aircraft storage area which is approximately 100'x100'. The metal roof is subtly curved at the apex and slopes at a downward angle to cover the entire hangar area. The metal panels slightly overhang the perimeter of the hangar walls by 1 to 2 feet. Three (3) turbines are also equally spaced upon the roof apex. The existing roof is more than 30 years old and is beyond repair.

The Procurement Department, in cooperation with the Downtown Enterprise Facilities Department, recommends an award to:

Quality Roofing, Inc. (Tampa) $74,000.00

Quality Roofing Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6396, dated March 21, 2017, and has successfully competed similar projects for the City of Tampa, Hillsborough County and St. Leo University. The principals of the firm are Richard C. Jenkins, president, Tanner C. Jenkins, vice president, and John Castellana, CFO.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within thirty (30) consecutive calendar days thereafter. Bids were opened on March 21, 2017, and are tabulated as follows:

Cost/Funding/Assessment Information: Funds are available in the Airport Capital Improvement Fund (4033), Hangar #1 Rehab Project (Project #14075) after a supplemental appropriation of $13,000 from the unappropriated fund balance of the Airport Capital Projects Fund (4033).

Attachments: Certificate of Appropriateness
Certificate of Appropriateness Application (9 pages)
Resolution

Approvals:

[Signatures]

Administrative

Budget
Certificate of Appropriateness
City of St. Petersburg
Urban Planning and Historic Preservation

<table>
<thead>
<tr>
<th>COA Number</th>
<th>17-9020024</th>
<th>Application Date</th>
<th>5/19/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>Richard</td>
<td>Last Name</td>
<td>Lesniak</td>
</tr>
<tr>
<td>Property Owne</td>
<td>City of</td>
<td>Last Name</td>
<td>St. Petersburg</td>
</tr>
<tr>
<td>Property Address</td>
<td>107</td>
<td>Avenue SE</td>
<td></td>
</tr>
<tr>
<td>Resource Name</td>
<td>Hangar No. 1 at Albert Whitted Municipal Air</td>
<td>Designation Number</td>
<td>05-11</td>
</tr>
<tr>
<td>Cost</td>
<td>$70,000.00</td>
<td>Related File</td>
<td></td>
</tr>
</tbody>
</table>

Proposed Work:
Replace corrugated metal roof on front-gabled hangar with roof of same style, material, and appearance.

Approval | Approved with conditions | Action Date | 6/5/2017 | COA Expiration | 12/5/2018 |

Conditions Of Approval
1) Replacement to follow slope, overhang of existing
2) Replacement to be of corrugated metal as specified in application
3) Please contact Laura Duvekot (727.892.5451 or laura.duvekot@stpete.org) to schedule post-construction inspection.

This certifies that the proposed work related to the property listed above has been approved by the Urban Planning and Historic Preservation division of the Planning and Economic Development Department. The approval of this Certificate of Appropriateness in no way constitutes approval of an "Application for Permit to Build" by the City of St. Petersburg's Construction Services and Permitting Division or any other required City permit approvals.

[Signature]
Staff Signature

[Signature]
Applicant Signature
CERTIFICATE OF APPROPRIATENESS

Application No. 17 - 9020024

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg’s Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

NAME of APPLICANT (Property Owner): City of St. Petersburg - Albert Whitted Airport
Street Address: 107 8th Ave SE
City, State, Zip: St. Petersburg, FL 33701
Telephone No: 727-893-7657
Email Address: richard.lesniak@stpete.org

NAME of AGENT or REPRESENTATIVE: Richard Lesniak, Airport Manager
Street Address: Same
City, State, Zip: Same
Telephone No: Same
Email Address: Same

PROPERTY INFORMATION: Hangar #1 Building
Street Address: 107 8th Ave SE
Parcel ID or Tract Number:
General Location: southwest corner of the airport just east of the 1st Ave S and 8th Ave SE intersection
Designation Number:

AUTHORIZATION

City staff and the designated Commission will visit the subject property during review of the requested COA. Any code violations on the property that are noted during the inspections will be referred to the city’s Codes Compliance Assistance Department.

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application represents an accurate description of the proposed work. The applicant certifies that the project described in this application, as detailed by the plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. Further, the applicant agrees to conform to all conditions of approval. It is understood that approval of this application by the Commission in no way constitutes approval of a building permit or other required City permit approvals. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.
2) To accept an agent’s signature, a notarized letter of authorization from the property owner must accompany the application.

Signature of Owner / Agent: [Signature] Date: 5/19/17

UPDATED 09-12-2012
All applications must provide justification for the requested COA based on the criteria set forth in the Historic and Archaeological Preservation Overlay (City Code Section 16.30.070). These criteria are based upon the U.S. Secretary of the Interior’s Standards for the Treatment of Historic Properties (available online at www.nps.gov/history/hps/tps/standards_guidelines.htm). Please type or print clearly. Illegible responses will not be accepted. Please use additional sheets of paper if necessary.

**GENERAL INFORMATION**

Property Address: Hangar #1 107 8th Ave SE  
COA Case No: 17-9020024

<table>
<thead>
<tr>
<th>Type of Request</th>
<th>Proposed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Alteration of building/structure</td>
<td>☐ Single-family residence</td>
</tr>
<tr>
<td>☐ New Construction</td>
<td>☐ Multi-family residence</td>
</tr>
<tr>
<td>☐ Relocation</td>
<td>☐ Restaurant</td>
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<tr>
<td>☐ Demolition</td>
<td>☐ Hotel/Motel</td>
</tr>
<tr>
<td>☐ Alteration of archaeological site</td>
<td>☐ Office</td>
</tr>
<tr>
<td>☐ Site Work</td>
<td>☐ Commercial</td>
</tr>
<tr>
<td></td>
<td>☐ Other</td>
</tr>
</tbody>
</table>

Estimated Cost of Work: $70,000

**WRITTEN DESCRIPTION OF PROPOSED WORK**

Explain what changes will be made to the following architectural elements and how the changes will be accomplished. Please provide a detailed brochure or samples of new materials.

1. **Structural System**
   
   N/A

2. **Roof and Roofing System**
   
   Replace corrugated metal roof on the center of the building (above the hangar portion of the building). Work to include replacing roof with similar looking metal roof system.
3. Windows
N/A

4. Doors
N/A

5. Exterior siding
N/A

6. Decorative elements
N/A

7. Porches, Carriage Porch, Patio, Carport, and Steps
N/A

8. Painting and/or Finishes
Would either be white or a non-painted, grey metal surface.

9. Outbuildings
N/A

10. Landscaping, Parking, Sidewalk, Garden features
N/A

11. Other
N/A
When your design calls for a commercial or industrial exposed fastener panel, the 7.2 Panel is an ideal choice. The panel offers versatility and functionality for roofs and walls. Its symmetrical rib 7.2 Panel offers excellent spanning and wind uplift capabilities, making it an excellent choice for carpentry and walkway canopies. When used on walls, the 7.2 Panel is typically ordered as "reverse rolled" and can be installed either vertically or horizontally.

**Product Specifications**
- **Applications:** Roof and Wall
- **Coverage Width:** 36
- **Rib Spacing:** 3 7/8 on Center
- **Rib Height:** 3/8
- **Minimum Slope:** 1/12
- **Panel Attachment:** Exposed Fastening System
- **Gauges:** 20 (standard), 26, 29 (optional)
- **Finishers:** Smooth, Embossed (optional)
- **Coatings:** Calvalume Plus, Signature 200, Signature 300, Calvalume Plus, Signature 300 Metal C

The PBR panel is commonly used for a wide variety of architectural, commercial, and industrial applications. PBR is a structural exposed-fastener panel that can be used in both roof and wall applications. The minimum roof slope for PBR is 1/12.

**Product Specifications**
- **Applications:** Roof and Wall
- **Coverage Width:** 36
- **Rib Spacing:** 3 7/8 on Center
- **Rib Height:** 3/8
- **Minimum Slope:** 1/12
- **Panel Attachment:** Exposed Fastening System
- **Gauges:** 26 (standard), 22, 29 (optional)
- **Finishers:** Smooth, Embossed (optional)
- **Coatings:** Calvalume Plus, Signature 200, Signature 300

The PBC panels can be used for both roof and wall applications. PBC panels are attached to a building structure with exposed fasteners and are often used in horizontal applications on walls.

**Product Specifications**
- **Applications:** Roof and Wall
- **Coverage Width:** 32
- **Rib Spacing:** 2 67/8 on Center
- **Rib Height:** 1/4
- **Minimum Slope:** 1/12
- **Panel Attachment:** Exposed Fastening System
- **Gauges:** 26 (standard), 22, 29 (optional)
- **Finishers:** Smooth, Embossed (optional)
- **Coatings:** Calvalume Plus, Signature 200, Signature 300

PBD is an exposed-fastened panel system that can be used in roof and wall applications. When used in wall applications, panels can be installed vertically or horizontally. The ribs in the PBD panel are symmetrical from top to bottom, which makes this panel ideal as a roof liner.

**Product Specifications**
- **Applications:** Roof and Wall
- **Coverage Width:** 32
- **Rib Spacing:** 2 67/8 on Center
- **Rib Height:** 1/4
- **Minimum Slope:** 1/12
- **Panel Attachment:** Exposed Fastening System
- **Gauges:** 26 (standard), 22, 29 (optional)
- **Finishers:** Smooth, Embossed (optional)
- **Coatings:** Calvalume Plus, Signature 200, Signature 300
### PBC / PBD Panels

#### NUMBER OF SQUARE FEET PER PANEL

<table>
<thead>
<tr>
<th>Footage</th>
<th>Panels</th>
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<td>99.17</td>
<td>99.64</td>
</tr>
</tbody>
</table>

Subject to change without notice. See WWW.UICI.COM for current information. EFFECTIVE APRIL 24, 2017.
Features

- Coverage Width - 32"
- Minimum Slope - 3:12
- Exposed Fastening System
- Gauge - 26 (standard); 29, 24, 22 (optional)
- Finishes - Smooth (standard); Embossed (optional)
- Coatings - Galvalume Plus®, Signature® 200, Signature® 300
- Rib Spacing - 2.67" on center
- Rib Height - 7/8"
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO QUALITY ROOFING, INC. FOR REPLACING THE CORRUGATED METAL ROOF AT THE ALBERT WHITTED AIRPORT HANGAR #1 AT A TOTAL COST NOT TO EXCEED $74,000; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $13,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE AIRPORT CAPITAL PROJECTS FUND (4033) TO THE HANGAR #1 REHAB PROJECT (#14075); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three (3) bids for replacing the corrugated metal roof at the Albert Whitted Airport Hangar #1 pursuant to IFB No. 6396, dated March 21, 2017; and

WHEREAS, Quality Roofing, Inc. has met the specifications, terms and conditions of Bid No. 6396; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Downtown Enterprise Facilities 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 Quality Roofing, Inc. for replacing the corrugated metal roof at the Albert Whitted Airport Hangar #1 at a total cost not to exceed $74,000 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Airport Capital Projects Fund (4033) for Fiscal Year 2017:

<table>
<thead>
<tr>
<th>Airport Capital Projects Fund (4033)</th>
<th>$13,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hangar #1 Rehab Project (#14075)</td>
<td></td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (designee)
00331066

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

Subject: Approving the purchase of a steel drum roller from Ring Power Corporation for the Fleet Management Department, at a total cost of $52,215.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 113012-VTL.

This purchase is for one replacement roller for the Fleet Department. The new roller, with a life expectancy of 15 years, is replacing an existing unit that is 15 years of age and has exceeded economic useful life. The roller will be used by Stormwater and Pavement for asphalt finishing. The old roller will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 113012-VTL:

Ring Power Corporation (St. Augustine) ......................................................... $52,215

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>400B Steel Drum Rollers are equipped with: Tier 4F engine, isolated, internal vibrator on rear drum; drum scrapers; ROPS certified roll bar; 80-gallon pressurized water system; hour meter, back-up alarm, engine warning light group, and amber safety strobe light. 400BT rollers are pre-wired for towing, lights and electric brake. Canopy</td>
<td>1</td>
<td>EA</td>
<td>$52,100 $52,100</td>
</tr>
<tr>
<td>Freight</td>
<td>1</td>
<td>EA</td>
<td>1,500 1,500</td>
</tr>
<tr>
<td>LED night operating lights</td>
<td>1</td>
<td>EA</td>
<td>825 825</td>
</tr>
<tr>
<td>Coco Mats - 420</td>
<td>1</td>
<td>EA</td>
<td>700 700</td>
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<tr>
<td>NJPA discount (8%)</td>
<td>1</td>
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<td>(4,410) (4,410)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$52,215</strong></td>
</tr>
</tbody>
</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 113012-VTL, effective through February 20, 2018. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance, Fleet Mechanical Cost (8002527).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE PURCHASE OF ONE (1) REPLACEMENT STEEL DRUM ROLLER FROM RING POWER CORPORATION FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO ExCEED $52,215, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 113012-VTL; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) replacement steel drum roller that has reached the end of its economic service life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Ring Power Corporation has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 113012-VTL; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one (1) replacement steel drum roller from Ring Power Corporation for the Fleet Management Department at a total cost not to exceed $52,215, utilizing the National Joint Powers Alliance Contract No. 113012-VTL is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00331020
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of a portable air compressor from Ring Power Corporation, for the Fleet Management Department, at a total cost of $22,521.00.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 052015-SAC.

This purchase is for one (1) replacement Sullair 185T-4F mobile air compressor for the Fleet Department. The new equipment with a 19 year service life will be used by Stormwater on maintenance sites supporting crew materials and tools. The old air compressor will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 052015-SAC:

Ring Power Corporation (St. Augustine) ........................................ $ 22,521

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Sullair model 185T4F DPQ CAi4 portable diesel air compressor</td>
<td>1</td>
<td>$18,760</td>
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<tr>
<td>Single 100’ hose reel with OSHA valve</td>
<td>1</td>
<td>1002</td>
</tr>
<tr>
<td>Mechanical parking brake with electric brakes</td>
<td>1</td>
<td>782</td>
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<tr>
<td>Freight</td>
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<td>750</td>
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<tr>
<td>1 Quart oiler</td>
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<td>340</td>
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<tr>
<td>Air filter restriction indicator and safety element</td>
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<td>160</td>
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<tr>
<td>Low fuel shut down/fuel gauge</td>
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<td>147</td>
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<td>4 Wire LED tail lights</td>
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<td>Clearance lights</td>
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<td>Jack caster wheel</td>
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<td>Compressor discharge air/oil high temp shutdown</td>
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<td>108</td>
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<tr>
<td>Safety chain</td>
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<tr>
<td></td>
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<td>$22,521</td>
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</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract 052015-SAC, effective through July 21, 2019. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance, Fleet Mechanical Cost (8002527).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Administrative Signature]

[Budget Signature]
<table>
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<td>Sullair 185T4F mobile air compressor</td>
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<td>Replacement</td>
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A RESOLUTION APPROVING THE PURCHASE OF ONE (1) REPLACEMENT PORTABLE AIR COMPRESSOR FROM RING POWER CORPORATION FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $22,521, UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 052015-SAC; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) replacement portable air compressor for the Fleet Management Department that has reached the end of its economic service life; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Ring Power Corporation has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 052015-SAC; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one (1) replacement portable air compressor from Ring Power Corporation for the Fleet Management Department at a total cost not to exceed $22,521, utilizing the National Joint Powers Alliance Contract No. 052015-SAC is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00331046
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a two-year agreement with The Sembler Company, for property management services for Tangerine Plaza, for a monthly management fee of the greater of four percent of all receipts or $2,500, plus commission on leases.

Explanation: The Sembler Company (Sembler) has been retained as the property manager of Tangerine Plaza Shopping Center located at 1794 22nd Street South ("Property") since August 25, 2015 when Sembler was retained as property manager on behalf of the court appointed receiver. Sembler also provided development services for the initial design and construction of the Property, assistance with bringing Sweetbay Supermarket to the Property as the first anchor tenant, and upon Sweetbay Supermarket’s closing Sembler was instrumental in bringing Walmart to the Property.

Administration recommends approval of a two-year agreement under a waiver of the Procurement Code, Sec. 2-246, Competitive Sealed Proposals/Competitive Negotiations to maintain continuity of service. Under Sec. 2-259, City Council may waive any provision of the Procurement Code.

Sembler will continue to operate the shopping center on behalf of the City, including creation and submission of financial statements and annual budgets, establish and supervise accounting functions, provide monthly profit and loss statements, manage tenants, establish utility accounts, perform general maintenance, coordinate and supervise remodeling and major repair (at an additional management fee between three and five percent) and use all reasonable efforts to lease available space to desirable tenants.

In addition to the monthly management fee, Sembler will also receive commission between $2.50 and $3.50 per square foot on new leases, and between $1.25 and $1.75 per square foot on renewal leases. The minimum term for a new lease will be three years.

The Procurement Department recommends approval:

The Sembler Company

The Sembler Company has been in business since 1984 with headquarters in St. Petersburg. They provide leasing and property management services throughout the Eastern United States and Puerto Rico for more than 12.5 million square feet of retail space. They have satisfactorily provided these services for the City in the past.

Cost/Funding/Assessment Information: Funds for these expenses are available in the General Fund (0001), Real Estate & Property Management (3602605).

Attachments: Agreement (15 pages)
Resolution

Approvals:

[Signatures] Administrative Budget
SHOPPING CENTER MANAGEMENT AND LEASING AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this _____ day of __________________, 2017, between the City of St. Petersburg, Florida, a municipal corporation (the "Owner"), and The Sembler Company, a Florida corporation (the "Manager").

WHEREAS, Owner owns a certain shopping center named Tangerine Plaza located at 1794 22nd Street South, St. Petersburg, Florida (the "Shopping Center"); and

WHEREAS, Manager is engaged in the management and leasing of shopping centers in the southeastern United States; and

WHEREAS, Owner and Manager desire that the Manager shall assist the Owner in the management and leasing of the Shopping Center, and shall operate the business and services of the Shopping Center for the benefit of the Owner;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner and Manager agree as follows:

1) **Employment of Manager.** Owner hereby employs Manager and Manager hereby accepts employment as the manager of the Shopping Center. Owner represents and warrants that it is the owner in fee simple of the Shopping Center.

2) **Term.** The term of this Agreement shall commence on __________________, 2017 (the "Effective Date"), and unless sooner terminated in accordance with Section 13, shall continue for a period of two (2) years.

3) **Manager’s Duties.** From the Effective Date of this Agreement until the date of its expiration or earlier termination, Manager shall assist Owner in operating the Shopping Center. The determination of Owner as to amounts to be expended for such purposes shall be final. Manager shall conform to Owner’s determination as to amounts to be expended, and shall negotiate and make contracts and purchases at the best prices available to Manager. Purchases may be either in the name of Manager or in the name of Owner, but in the event of any purchase in the name of anyone other than Owner, the title of such purchase shall immediately be transferred to Owner, whereupon Owner shall pay the actual net contract or purchase price.

4) **Duties During Operating Period.** The period commencing with the Effective Date of this Agreement and continuing until the expiration or earlier termination of this Agreement is hereinafter referred to as the "Operating Period". During the Operating Period, Manager shall use its reasonable and diligent efforts in the management and operation of the business of the Shopping Center so that the Shopping Center will be operated and maintained with the maximum of profit and in a first quality manner. Specifically, the Manager shall perform the following services as to the Shopping Center:

   (a) Submit an estimated profit and loss statement, including a schedule of rentals and budget estimates in detail for repairs, maintenance, replacements, promotional and marketing efforts, and capital expenditures for each ensuing year (all budget estimates are hereinafter referred to collectively as the "Annual Plan"). The first Annual Plan shall be submitted to Owner for its approval within sixty (60) days following the date of this Agreement and shall set out such budget estimates for the period from and after the date of this Agreement to date which is the end of the Owner’s current fiscal year (as advised by Owner). Each successive Annual Plan shall be submitted to Owner at least thirty (30) days prior to the end of the Owner’s fiscal year and shall forecast the...
next ensuing fiscal year. Once approved by Owner, Manager shall comply with the Annual Plan as amended by Owner, and shall not deviate substantially (more than 10%) therefrom as to any item, incur any additional expense, or change the manner of operation of the Shopping Center without the consent of Owner, except in the case of an emergency or where failure to take a particular action would expose Owner to the imminent danger of criminal liability other than the payment of fines.

(b) Establish and supervise accounting functions, with appropriate shopping center accounting and cost control systems.

(c) Make available to Owner, without cost to Owner, the services of Manager’s specialized facilities employed in the performance of its shopping center management activities generally which would be useful in the performance of Manager’s specific responsibilities hereunder, including its central buying facilities, its engineering, maintenance, accounting, cost control and taxation facilities.

(d) Receive, consider and handle complaints of all tenants, guests, or users of any portion of the Shopping Center.

(e) Enter into contracts in the name of, and at the expense of, Owner (as Owner’s agent) for the furnishing to the Shopping Center of electricity, gas, water, steam, telephone, cleaning (including parking lot, sidewalk and window cleaning), vermin extermination, air conditioning, sign, landscaping and irrigation maintenance, and other necessary utilities or services; and Manager shall purchase all materials and supplies in the name of, for the account of, and at the expense of Owner, as Owner’s agent.

(f) Arrange for the making or installing of alterations, repairs, decorations, replacements, or equipment, at Owner’s expense and in the name of Owner.

(g) Use all reasonable efforts to lease available space within the Shopping Center to desirable tenants. In order to promote such leasing, Manager may place newspaper advertising, post For Rent signs, prepare and mail circulars, and engage in other forms of advertising, subject to the approval of Owner, at Owner’s expense. Owner shall refer all inquiries for leases or renewals of leases to Manager, and all negotiations for leases and renewals of leases shall be conducted, controlled and/or supervised by Manager. Manager shall also prepare all letters of intent, and at Owner’s request, a first draft of all lease documentation based on a form of lease provided and/or approved by Owner, subject to Owner’s legal review and approval. Manager shall at no time provide legal services to Owner with respect to document drafting or lease negotiation, and makes no legal representation as to any documents Manager is involved with; however, at Owner’s request, Manager shall assist Owner in retaining outside counsel to represent owner in all legal matters. Any professional fees (including legal fees) incurred in connection therewith shall be paid by Owner.

(h) Deposit in a banking institution or institutions selected by Manager, in accordance with City policy (as provided by Owner) in a bank that qualifies as a Florida qualified public depository, and in accounts in Owner’s name or in Manager’s name as Manager for Owner, all monies furnished by Owner as working funds and all monies received by Manager for or on behalf of Owner. Manager shall pay from such accounts on behalf of Owner, as required for operation of the Shopping Center, all assessments and charges of every kind imposed by any governmental authority having jurisdiction and interest and penalties thereon; license fees, permit fees and insurance appraisal fees; fines, penalties and court disbursements incurred in connection with the operation of the Shopping Center; premiums on policies of insurance; all disbursements authorized by this
Agreement; and any other charge, item of expense, or other item which Owner, in writing, directs to be paid.

(i) Arrange at Owner’s expense for compliance with all statutes, ordinances, Laws, rules, regulations, orders, and determinations affecting or issued in connection with the Shopping Center by any governmental authority having jurisdiction hereof.

(j) The Manager shall notify the Owner when Manager believes it is necessary for the Owner to initiate a legal action or proceeding against a third party related to the Shopping Center. If directed by the Owner in writing, Manager shall initiate a legal proceeding as agent for the Owner in accordance with the Owner’s instructions (including but not limited to the Owner’s instructions related to selection of outside counsel) and in accordance with the budget established by the Owner for such legal action or proceeding. Nothing contained herein shall be construed to limit the circumstances in which the Owner may commence a legal action or proceeding in connection with the Shopping Center. The Owner shall have sole and absolute discretion to initiate (or choose not to initiate) Owner legal actions and proceedings. Any direction by the Owner to initiate legal action shall be in accordance with the City Charter.

(k) Cause the Shopping Center to comply with all the terms, conditions and obligations contained in any mortgage, lease, or other agreement executed by Owner which relates to the Shopping Center and of which Manager has been made aware by Owner. Owner shall notify Manager of any such mortgage, lease or other agreement, but Manager shall be deemed to have notice of any such documents prepared or negotiated by it.


a) Manager shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to Manager managing, maintaining and operating the Shopping Center pursuant to this Agreement shall be kept by Manager and shall be open to examination or audit by the Owner for a period of five (5) years following termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

b) Manager shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the Owner to perform the services pursuant to this Agreement; (ii) upon request from the Owner, provide the Owner (at no cost to the Owner) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in Manager’s possession that are exempt or confidential and exempt from public records disclosure requirements, as advised by the Owner, are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the Owner’s request, either transfer, at no cost, to the Owner all public records in Manager’s possession within ten (10) days following the Owner’s request and/or keep and maintain any public records required by the Owner to perform the services pursuant to this Agreement. If Manager transfers all public records to the Owner upon the expiration or earlier termination of this Agreement, Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Manager keeps and maintains public records upon the expiration or earlier termination of this Agreement, Manager shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable laws, provided Manager may
choose at any time to transfer such public records to the Owner. At the Owner's request, all public records stored electronically by Manager shall be provided to the Owner in a format approved by the Owner.

c) IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

d) Nothing in this Agreement shall be construed to affect or limit Manager’s obligations including but not limited to Manager’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

6) **Statements and Payments to Owner.** Manager shall render statements and make payments to Owner as to the Shopping Center as follows:

(a) On or before the 30th day of each calendar month, Manager shall render to Owner, and to any persons designated by Owner, a detailed profit and loss statement of the operations of the Shopping Center for the preceding calendar month.

(b) Manager shall render to Owner, and to any persons designated by Owner, within two (2) months after the end of each operating year, a detailed profit and loss statement for the operations of the Shopping Center for such operating year, and a detailed statement for such operating year of all capital expenditures made by Manager for the account of Owner, all prepared by and certified at Owner’s expense by certified public accountants designated by Owner.

(c) Manager shall render to Owner and any persons designated by Owner, at Owner’s expense, any other statements reasonably required by Owner.

(d) Monthly, unless otherwise directed or requested by Owner, Manager shall remit to Owner from the bank accounts described in Subsection 4.h the amount collected by Manager, less disbursements and advancements made on behalf of and for the account of Owner, and less also such reasonable sums as Owner and Manager may reasonably deem necessary or appropriate as reserves to meet obligations which will or may become due thereafter, taking into account estimated future income. Notwithstanding the foregoing, no reserves shall be withheld unless said withholding is consented to by Owner.

7) **Management Fee.** Beginning with the Effective Date of this Agreement as established herein, Owner shall pay Manager a monthly management fee of the greater of four (4%) of all receipts or $2500.00, including ground rents, if any (the “Management Fee”). In the event the Term hereof expires or is terminated on any date other than the end of a calendar month, the Management Fee for such period of less than a full calendar month shall be prorated on a daily basis.

(a) **Payment of Management Fee.** On the last day of each calendar month, Manager shall be entitled to disburse to itself an amount equal to the full Management Fee for the current month. In the event that funds in the operating account are insufficient to pay to Manager the full Management Fee, Manager shall make claim upon the Manager's funds in the operating account for management expenses and any reserves in the operating account shall be released to Manager.
Fee due it, Owner agrees to pay to Manager such amounts due within ten (10) days of Manager’s submission to Owner of an invoice therefore.

(b) Payment of Termination Fee. Notwithstanding sections 2 and 12 of this Agreement, in the event this Agreement is terminated earlier than twelve (12) months from the Effective Date, Owner shall pay Manager a Termination Fee equivalent to the last month’s Management Fee.

8) Leasing Commissions. Beginning with the Effective Date of this Agreement as established herein, Owner shall pay Manager the leasing and sales commissions as set out below (the “Commissions”).

a) Payment of Leasing Fees – Inline Shop Space:

(i) New leases of 10,000 square feet or less:
   (a) in the case of a lease obtained solely by Manager, $3.50 per square foot,
   (b) in the case of a lease obtained with a co-broker, the commission payable to Manager shall be $2.50 per square foot above the negotiated commission payable to the co-broker, and the commission payable to co-broker shall be an amount which has received prior written approval of the Owner.

(ii) New leases in excess of 10,000 square feet: $2.50 per square foot, regardless of whether the lease is obtained solely by Manager or whether a co-broker is involved, and in the event a co-broker is involved, the commission payable to co-broker shall be an amount which has received prior written approval of the Owner.

(iii) Renewal leases of 10,000 square feet or less: $1.75 per square foot.

(iv) Renewal leases of 10,000 square feet or greater: $1.25 per square foot.

(v) Exercise of Option: There will be no Commissions payable to Manager for the tenant’s exercise of an existing option under the terms and conditions of the original lease. For the exercise of an existing option by a tenant which requires modifications to the original terms and conditions of the lease, the leasing commission will be $1.00 per square foot.

(vii) Any co-broker commissions due shall be paid by Owner to Manager in accordance with Section 8(b) below in the amount agreed to by Owner and then paid by Manager to the applicable co-broker.

b) Minimum Lease Terms for Payment of Leasing Fees. The minimum term for a new lease to be eligible for payment of lease shall be three (3) years. In the event a new lease is less than three (3) years, then the Commission otherwise payable pursuant to Section 8(a) above shall be pro-rated based on the ratio of the term of such new lease as compared to a three (3) year term, provided notwithstanding the foregoing, the Commission payable to a co-broker shall be the amount which has received prior written approval of the Owner.

With respect to Commissions payable pursuant to 7(a)(i) and (ii), Commissions shall be paid fifty percent (50%) upon lease execution, and fifty percent (50%) upon rent commencement (or, in the event Owner has granted an initial rent free period, upon the date that rent would have commenced had it not been for the rent free period).
With respect to Commissions payable pursuant to 7(a)(iii)(iv) and (v), Commissions shall be paid in full upon the execution of the lease document granting the applicable right.

9) **Construction Management Fees.** When requested in writing by Owner, Manager shall coordinate and supervise all construction activity including, without limitation, tenant improvements, tenant refurbishment, and maintenance and repairs on the Shopping Center at the request of Owner. Construction management services for Owner's tenant construction, Shopping Center remodeling, or major repair and replacement of the building(s), and improvements performed by Manager shall be compensated according to the total cost of the construction (which shall include, without limitation, hard and soft construction costs and all construction expenses) by the following scale:

   (a) Construction Costs of $1.00 to $25,000.00: five percent (5%) of the total cost.

   (b) Construction Costs of $25,001.00 to $50,000.00: four percent (4%) of the total cost.

   (c) Construction Costs of $50,001.00 and above: three percent (3%) of the total cost.

10) **Site Planning Fees.** When requested in writing by Owner (which written request may come in the form of email for the purposes of this Section), Manager can provide site planning services for the Shopping Center to Owner at a rate of One Hundred Dollars ($100.00) per hour, which fee shall be paid to Manager within ten (10) days following receipt of an invoice therefore from Manager.

11) **Expenses.** When requested in writing, and approved, by Owner, on-site leasing signage and travel expenses which the leasing agent for the Manager has incurred for Owner in performing its duties under this Agreement shall be reimbursed, as well as travel expenses which the construction manager for the Manager has incurred for owner in connection with any construction management services under this Agreement. Expenses shall be paid to Manager upon written request and delivery of reasonable evidence that the amount requested is due to Manager. For greater certainty, the Owner agrees that travel expenses shall include mileage, meals, and entertainment of prospective tenants as such entertainment is approved by Owner.

12) **Insurance.**

   (a) Manager shall obtain and maintain continuously in effect at all times the minimum insurance as set forth below at its own expense. Manager's policies shall be written by insurance companies authorized and licensed to conduct business in the State of Florida and rated at least and "A-, VIII" by A.M. Best. The following types and amounts of insurance are the minimum requirements established by the Owner for the Manager. The Owner does not represent that such types and coverage amounts are sufficient to protect the Manager's interests or liabilities and that the insurance requirements of this Paragraph 12 shall in no way be interpreted to limit Manager's liability under this Agreement.

   i. **Commercial General Liability.** Commercial general liability insurance on an occurrence basis with a limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate. Coverage shall include bodily injury and property damage for premises and operations, including products and completed operations, personal injury, contractual liability under this Agreement, and damage to rented premises in the minimum amount of $1,000,000.

   ii. **Automobile Liability.** Automobile liability insurance in an amount of at least $1,000,000 combined single limit. Coverage shall include bodily injury and property damage from non-owned and hired automobiles.
iii. **Workers' Compensation and Employers Liability.** Workers' Compensation insurance per State of Florida requirements and employers liability insurance in an amount of at least $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 for disease. Policy shall include US Longshore & Harbor workers coverage as reasonably appropriate.

iv. **Errors & Omissions / Professional Liability.** Errors and omissions or professional liability insurance appropriate to Manager's profession in an amount of at least $1,000,000 per occurrence. If coverage is on a "Claims Made" basis, it must include the Retro date of coverage and include an extended reporting period of a minimum of one (1) year.

v. **Fidelity/Crime Insurance.** Fidelity/crime insurance in an amount of at least $1,000,000, including coverage for employee theft, computer fraud and other aspects of Manager's operations. The policy shall include the Owner as a loss payee as their interest may appear.

vi. **Umbrella Insurance.** Umbrella coverage to sit over Commercial General Liability policy, Automobile Policy. Limits shall be no less than $2,000,000 and the policy shall be written on a follow-form basis.

(b) **Additional Insureds.** Manager’s insurance policies, except for Workers’ Compensation insurance, errors & omissions / professional liability insurance, and fidelity/crime insurance, shall name the Owner as additional insured.

(c) **Evidence of Insurance.** Upon issuance, Manager shall provide the Owner with original certificates of insurance on standard ACORD forms, or certified copies thereof, naming the Owner as additional insured on the insurance policies.

(d) **Notice.** Manager shall endeavor to provide the Owner at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates shall be provided to the Owner annually.

(e) **Claims.** Manager shall promptly report to the Owner's Risk Management Division all physical damage to the Shopping Center.

(f) **Primary Policies.** All of Manager's insurance policies shall be written as primary policies and shall not be contributing with any coverage which the Owner may have, with regards to the gross negligence or willful misconduct of the Manager in respects to the services performed under this Agreement.

(g) **Property and Equipment of Manager.** Manager shall be solely responsible to obtain insurance coverage for any and all property and equipment of Manager used, stored, or otherwise located at the Shopping Center.

(h) **Real Property Insurance.** Manager shall not be required to obtain real property insurance covering the Tangerine Plaza. The Owner shall maintain property insurance on the property in a commercially reasonable manner.

(i) **Owner's Self Insurance.** The Owner is self-insured for General Liability and Automobile Liability pursuant to Florida Statute 768.28.

(j) **Waiver of Subrogation.** Manager hereby waives all subrogation rights of its insurance carriers in favor of the Owner, its officers, employees, agents, elected and appointed officials, and
volunteers ("**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.

(k) **Insurance for Subcontractors, Tenants and Licensees.** Manager shall require insurance including but not limited to the insurance noted below of any and all subcontractors, licensees and/or tenants and shall secure documentation of insurance utilizing an accord form or other format acceptable to the Owner. Manager shall require that all such policies shall name the Owner and Manager as an additional insureds. The limits of the insurance and minimal limits required are:

(i) General Liability on an occurrence basis with a limit of $1,000,000 per occurrence.

(ii) Workers Compensation and Employer’s Liability with the same required minimum limits as set forth in this subparagraph (a) iii above.

(iii) Automobile Liability with the same required minimum limits as set forth in this subparagraph (a) ii above.

13) **Early Termination.** Notwithstanding the provisions of paragraph 2 hereof, this Agreement may be terminated, and the obligations of the parties hereunder shall thereupon cease, except as to liabilities or claims which shall have accrued or arisen prior to such termination, upon the occurrence of any of the following circumstances:

(a) In the event of a bona fide sale or disposition of all of the Shopping Center, the Owner may terminate this Agreement upon not less than thirty (30) days’ notice to the Manager.

(b) If a petition in bankruptcy or for a reorganization, or for the appointment of a receiver or trustee, is filed by either party, or if either party shall make an assignment or arrangement for the benefit of creditors or take advantage of any insolvency act, the other party may terminate this Agreement by serving written notice.

(c) If Manager shall cease to be actively engaged in the business of managing and leasing shopping centers, and notice of termination shall have been given by Owner to Manager, which notice shall fix a date of termination at thirty (30) days after the date of the giving of the notice.

(d) The taking of the entire or a substantial portion of the Shopping Center through lawful condemnation proceedings by any governmental authority.

(e) The loss by Owner of the Shopping Center, or of the right of possession or the right to collect the income from the Shopping Center due to any cause whatsoever, including, without limitation, its default on any mortgage or other obligation, or by operation of law.

(f) The giving of notice by Owner, within six (6) months after substantial damage or destruction of the Shopping Center by fire or other casualty, that it has elected not to rebuild or restore the Shopping Center.

(g) The occurrence of a material default hereunder by either party, if written notice of same is given to the defaulting party and such default is not cured within a reasonable time thereafter, not to exceed thirty (30) days.

Notwithstanding anything in this Agreement or this paragraph to the contrary, Owner and Manager shall each have the unilateral right, to be exercised in its sole and absolute discretion, to terminate this Agreement...
without cause at any time during its Term, upon sixty (60) days written notice to the other party. Upon any such termination of this Agreement by Owner, Owner shall pay to Manager on the date of the termination of this Agreement the remaining balance of any unpaid base Management Fees from the date of termination through the last day of the month of termination. Upon any such termination by Manager pursuant to the provisions of this paragraph, Owner shall pay to Manager on the date of termination of this Agreement the remaining balance of any unpaid base Management Fees prorated on a daily basis through the date of termination. In either event, under no circumstances shall Owner be liable to Manager for any additional Management Fees beyond the initial Term of this Agreement, or for incurring any additional leasing compensation or construction management service compensation fees after the date of termination of this Agreement, although Owner shall be liable to Manager for such fees and compensation that have been earned by Manager (e.g., leasing commissions) up to and including the date of termination, but have not yet been paid. Such fees or compensation shall be paid at the time specified in the Agreement (e.g., tenant opening for business). Further, the following shall apply with respect to Commissions:

(a) in the event that a letter of intent has been issued from a prospective tenant and/or purchaser and/or fully executed during the term of this Agreement but a Lease or Purchase Agreement has not been executed during the term, Manager shall be compensated in accordance with this Agreement in the event the Lease or Purchase Agreement is fully executed within one year following the expiration or other termination of this Agreement; and

(b) in the event that a letter of intent has not been issued from a prospective tenant and/or purchaser but Manager has some prospective tenants and/or purchasers at the time this Agreement expires or is terminated, Manager shall compile a list of all such prospects within ten (10) days following expiration and/or termination and Manager shall be entitled to compensation with respect to such tenant or purchaser in accordance with this Agreement in the event the Lease or Purchase Agreement is fully executed within one year following the expiration or other termination of this Agreement.

This Section shall survive the termination and/or expiration of this Agreement.

14) Prohibition of Assignment. Manager shall not assign this Agreement or any of its rights hereunder, nor shall this Agreement or any of Manager’s rights or obligations hereunder be transferable on Manager’s part by operation of law or otherwise, except by merger or consolidation with another entity if the operating personnel of the surviving entity at the time of such merger or consolidation shall be substantially the same as the operating personnel of Manager.

15) Notices. All notices required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been properly given or served when (i) delivered personally, or (ii) when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) when deposited with a reputable overnight delivery service, addressed to the following addresses:
All such notices shall be deemed effectively given (i) upon receipt, if delivered personally, or (ii) on the postmark date if deposited in the United States mail, or (iii) on the date deposited with said reputable overnight delivery service. Manager and Owner shall each have the right to change the address to which notices shall be given by notice in accordance with the provisions of this Section. Rejection or other refusal to accept notice, or the inability to deliver because of changed addresses of which no notice was given, shall be deemed to be receipt of the notice sent.

16) **Owner’s Cooperation.** Owner agrees that it will act diligently and in good faith and will cooperate fully with Manager in all matters related to the Shopping Center. Owner will act as expeditiously as possible on all requests by Manager for approvals required hereunder. In exercising its right of approval, Owner agrees to act reasonably and in good faith.

17) **Indemnification.**

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

    (i). The failure of Manager, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or

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

(iii). Any reckless or intentional wrongful act or omission of Manager, its employees, agents, representatives, or subcontractors.

(b) Notice, Defense and Settlement of Claims. The City will promptly notify Manager in writing of a Claim against the Indemnified Parties. Manager shall have the right to control the defense of any Claim subject to the foregoing indemnification. Manager also shall have the right to settle any such Claim provided that Manager pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties.

(c) Limitation. Manager's indemnification, defense and hold harmless obligations pursuant to this Paragraph 17 shall not exceed the amounts of the insurance required to be obtained and maintained by Manager pursuant to Paragraph 12.

(d) Survival. The provisions of this Paragraph 17 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.

18) Manager's Personal Liability. There shall be no personal liability of Manager's members, managers, partners, employees, officers, directors or those for whom it is responsible for at law in respect of this Agreement, and Manager's liability shall further be limited to the amounts of insurance required to be obtained and maintained by Manager pursuant to this Agreement.

19) Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Owner and Manager, as the case may be, shall be given or taken by one or more of the authorized representatives of each. For the purposes of this Agreement:

(a) any required written permission, consent, approval or agreement ("Approval") by the Owner means the Approval of the Mayor or his Designee unless otherwise set forth herein and such Approval shall be in addition to any and all permits and other licenses required by law or this Agreement. For the purposes of this Agreement any right of the Owner to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his Designee, unless otherwise set forth herein.

(b) any right of the Owner to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his Designee, unless otherwise set forth herein.

(c) the authorized representatives of the Manager shall be any one or more of the following:

GREGORY S. SEMBLER, STEVE ALTHOFF OR SUE HARKER

Any party hereto may from time to time designate other or replacement authorized representatives by written notice from one of its authorized representatives to the other party hereto. The written statements and representations of any authorized representative of the Owner or Manager shall be binding upon the party for whom such person is the authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.
20) Agreement Not An Interest In Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Shopping Center or the land upon which it is erected. The rights of Manager shall at all times be subject and subordinate to all mortgages which may now or hereafter be outstanding, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. The Manager shall execute promptly any certificate or other document that Owner or any mortgagee may request as to such subordination, and Manager hereby irrevocably constitutes and appoints Owner as its attorney-in-fact, coupled with an interest, to execute any such certificate or document for and on behalf of Manager.

21) Compliance With Federal, State, County, And Local Laws. The Owner shall comply with all federal, state, county, and local laws, rules and regulations, ordinances, the federal and state constitutions, orders and decrees of any lawful authorities having jurisdiction over the matter at issue and health and safety rules and regulations (collectively "Laws") including, but not limited to, the Florida public records law (i.e. Chapter 119, Florida Statutes). In the event of a conflict between this Lease and any Law, the Law shall prevail.

22) Miscellaneous.

(a) In the event of the sale of the Shopping Center, this Agreement may be assigned by Owner to the purchaser, and upon such assignment and the written assumption by the purchase of the obligations of Owner hereunder, Owner shall be fully released and relieved of all obligations hereunder.

(b) Any consent required of Owner shall be ineffective unless it is in writing and signed by the Mayor or his designee.

(c) Owner made no representation of any nature in connection with the design or facilities of the Shopping Center, and Owner shall have the right to construct, equip, and furnish the Shopping Center in any manner it desires.

(d) The term "mortgage" as used in this Agreement shall be deemed to mean mortgage, deed of trust or similar document, and the term "mortgagee" shall be deemed to mean the holder of a mortgage.

(e) All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

(f) If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition or provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(g) Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right for any default of the other party shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.
(h) Time is of the essence of this Agreement.

(i) This Agreement shall be governed by, and construed under and interpreted and enforced in accordance with the laws of the State in which the Shopping Center is located.

(j) This Agreement contains the entire agreement of Owner and Manager with respect to the subject matter hereof and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties relating to the subject matter contained herein not embodied in this Agreement shall be of any force or effect.

(k) This Agreement shall not be modified or amended in any respect except by a written agreement executed by Owner and Manager in the same manner as this Agreement is executed.

(l) This Agreement may be executed in counterpart and/or delivered by electronic means, and all such parts when so delivered together shall be deemed to constitute one and the same original document.

(m) The obligations of the Owner as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential Owner services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Owner 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 Owner pursuant to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WITNESSES:

[Signatures]

MANAGER:
THE SEMBLER COMPANY, a Florida corporation

By [Signature]
Gregory S. Semler
Its: Chairman
WITNESSES (as to Owner)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY OF ST. PETERSBURG, FLORIDA

By: _____________________________
Gary Cornwell
As its: City Administrator

ATTEST:

By: ______________
 Chan Srinivasa, City Clerk

(Affix Corporate Seal)

REVIEWED BY:

Bruce Grimes, Director
Real Estate & Property Management

APPROVED AS TO CONTENT:

City Attorney or Designee
By: _____________________________
 Assistant City Attorney

APPROVED AS TO FORM:

City Attorney or Designee
By: _____________________________
 Assistant City Attorney

Legal: 00330087.doc V. 7
RESOLUTION NO.

A RESOLUTION WAIVING ST. PETERSBURG CODE SECTION 2-246; APPROVING THE SHOPPING CENTER MANAGEMENT AND LEASING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE SEMBLER COMPANY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SHOPPING CENTER MANAGEMENT AND LEASING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) owns a certain shopping center named Tangerine Plaza located at 1794 22nd Street South, St. Petersburg, Florida (the “Shopping Center”); and

WHEREAS, The Sembler Company (“Manager”) is engaged in the management and leasing of shopping centers in the southeastern United States; and

WHEREAS, Manager has provided management services for the Shopping Center on behalf of a court appointed receiver since August, 2015; and

WHEREAS, the City and Manager desire that the Manager assist the City in the management and leasing of the Shopping Center and operate the business and services of the Shopping Center for the benefit of the City due to Manager’s experience and history with the Shopping Center; and

WHEREAS, a waiver of St. Petersburg City Code Section 2-246 (Competitive Sealed Proposals/Competitive Negotiations) is required in order for the City to execute the Shopping Center Management and Leasing Agreement with Manager; and

WHEREAS, Section 2-259 of the St. Petersburg City Code provides the City Council may waive any provision of the procurement code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, Administration recommends that City Council waive St. Petersburg City Code Section 2-246 and approve the Shopping Center Management and Leasing Agreement with Manager; and

WHEREAS, Manager has agreed to the terms and conditions set forth in the Shopping Center Management and Leasing Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that St. Petersburg City Code Section 2-246 is hereby waived to allow the City of St. Petersburg, Florida (“City”) to execute the Shopping Center Management and Leasing Agreement with The Sembler Company (“Manager”) without a competitive sealed proposals/competitive negotiations process.
BE IT FURTHER RESOLVED that the Shopping Center Management and Leasing Agreement between the City and Manager is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Shopping Center Management and Leasing Agreement.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)  Administration

331177
MEMORANDUM
CITY OF ST. PETERSBURG

Consent Agenda

City Council Meeting of July 20, 2017

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

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department

SUBJECT: A Resolution authorizing the Mayor, or his designee, to execute a State of Florida Department of Environmental Protection (FDEP) Florida Clean Vessel Act Program Agreement (“FDEP Agreement”) (No. MV210; Project No. CVA16-787) between the City of St. Petersburg and FDEP, which provides grant funding in the amount of $85,575 (75%) and requires City matching funds in the amount of $28,525 (25%) for the purchase of a pump-out boat and pump-out station; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The Florida Department of Environmental Protection has awarded grant funding to the City of St. Petersburg pursuant to the Florida Clean Vessel Act Program for assistance with the purchase of a sewage pump-out boat and pump-out station. The new pump-out vessel will replace the existing pump-out vessel which has been in service since 2006 and is nearing the end of its useful life. The total estimated project cost is $114,100, with $85,575 to be reimbursed to the City from this grant and the remaining $28,525 matching funds are available in the unappropriated balance of the Marina Capital Improvement Fund (4043). The new pump-out boat and pump-out station will enhance the quality of boater services at the Municipal Marina. The unit will be mobile, operated by Marina personnel and will be larger than the existing pump-out boat being replaced to better handle the volume of services required.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor, or his designee, to execute a State of Florida Department of Environmental Protection (FDEP) Florida Clean Vessel Act Program Agreement (“FDEP Agreement”) (No. MV210; Project No. CVA16-787) between the City of St. Petersburg and FDEP, which provides grant funding in the amount of $85,575 (75%) and requires City matching funds in the amount of $28,525 (25%) for the purchase of a pump-out boat and pump-out station; 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 for the City match are available in the unappropriated balance of the Marina Capital Improvement Fund (4043) and will be appropriated when the contract is awarded.
ATTACHMENTS: Resolution and Grant Agreement

APPROVALS: Administration: 

Budget:
RESOLUTION NO. 2017- ________

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FLORIDA CLEAN VESSEL ACT PROGRAM AGREEMENT (“FDEP AGREEMENT”) (NO. MV210; PROJECT NO. CVA 16-787) BETWEEN THE CITY OF ST PETERSBURG AND FDEP, WHICH PROVIDES GRANT FUNDING IN THE AMOUNT OF $85,575 (75%) AND REQUIRES CITY MATCHING FUNDS IN THE AMOUNT OF $28,525 (25%) FOR THE PURCHASE OF A PUMP-OUT VESSEL AND PUMP-OUT STATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) has awarded grant funding to the City of St. Petersburg pursuant to the Florida Clean Vessel Act Program for assistance with the purchase of a sewage pump-out boat and pump-out station; and

WHEREAS, the new pump-out boat will replace the existing pump-out boat which has been in service since 2006 and is nearing the end of its useful life; and

WHEREAS, the total estimated project cost is $114,100, with $85,575 to be reimbursed to the City from this grant and the remaining $28,525 matching funds are available in the unappropriated balance of the by Marina Capital Improvement Fund (4043); and

WHEREAS, the new pump-out boat and pump-out station will enhance the quality of boater services at the Municipal Marina. The unit will be mobile, operated by Marina personnel and will be larger than the existing pump-out boat being replaced to better handle the volume of services required.

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 State of Florida Department of Environmental Protection (FDEP) Florida Clean Vessel Act Program Agreement (“FDEP Agreement”) (No. MV210; Project No. CVA16-787) between the City of St. Petersburg and FDEP, which provides for grant funding in the amount of $85,575 for the purchase of a pump-out boat and pump-out station; establishes an expiration date for the Project of April 16, 2018, and requires City matching funds in the amount of $28,525.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction; and
This resolution shall become effective immediately upon its adoption.

Approvals:

Administration: [Signature]

Budget: [Signature]

Legal: [Signature]
May 22, 2017

Walter Miller  
City of St. Petersburg  
500 1st Avenue Southeast  
St. Petersburg, Florida, 33701

RE: CVA16-787, MV210, Two Project Agreements enclosed for grantee’s signature.

Dear Mr. Walter Miller:

Enclosed are two original Project Agreements for signature under Florida’s Clean Vessel Act Grant Program.

Your pumpout project grant funding has been approved for stationary pumpout unit, and pumpout vessel in the amount of $85,575.00 (75% of your project costs. A 25% match is required from the grantee).

After the agreement and attachments are reviewed and the terms and conditions are understood, please sign and date both agreements and return both agreements to this office in order to secure funding for your project. The agreements must be signed by someone who is authorized to sign legal documents for the facility.

Please return the agreements to:

Florida Department of Environmental Protection  
Office of Sustainable Initiatives  
Attn: Morgan Westberry  
Clean Vessel Act Grant Program  
3900 Commonwealth Boulevard, MS 30  
Tallahassee, Florida 32399-3000
When we receive the signed Project Agreements, they will be processed for full execution.

As a reminder, no work may be started until your contract agreement is fully executed by this office and we inform you that you may begin your project. Work or purchases made prior to the final execution of the agreement by this office will not be reimbursed.

Before beginning the project, all local permits and DEP permits, as may be applicable, must be obtained.

After full execution by our office, a grant award package containing instructions, and one fully executed Project Agreement and Attachments, including reporting forms, and payment request forms, will be sent to you.

Should you have any questions, please contact my staff member, Morgan Westberry, at 850-245-2074, and she will be happy to assist you.

Sincerely,

Brenda Leonard
Program Administrator
Clean Vessel Act Grant Program
DEP AGREEMENT NO. MV210

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA CLEAN VESSEL ACT PROGRAM
GRANT AGREEMENT
PURSUANT TO THE U.S. FISH AND WILDLIFE SERVICE GRANT AWARD
PROJECT NO. CVA16-787

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the CITY OF ST. PETERSBURG, a local government, whose address is 175 5th Street North, St. Petersburg, Florida 33701 (hereinafter referred to as the “Grantee”), to provide financial assistance for Clean Vessel Act Grant; CVA16-787, City of St. Petersburg, (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee may also be referred to as “Parties” or individually as “Party.”

WHEREAS, the Department is the recipient of federal financial assistance from the Department of Interior (DOI), U.S. Fish and Wildlife Service (USFWS) through Grant Agreement No. F14AP00978 for the purposes of administering Florida’s Clean Vessel Act (CVA) Program pursuant to the federal Clean Vessel Act of 1992, Section 5604 (hereinafter the “Act”); and,

WHEREAS, in accordance with the CVA Grant Program (CFDA 15.616), the Grantee is a subrecipient of CVA funds in order to conduct the Project which provides protection to sensitive areas and waterways from recreational boat sewage; and

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

A. The Agreement shall be performed in accordance with the Federal CVA Grant Program Guidelines (50 Code of Federal Regulations (CFR) Parts 80 and 85) which are hereby incorporated by reference as if fully set forth herein. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

B. The Grantee agrees to conduct the Project, in accordance with the terms and conditions set forth in this Agreement, the Scope of Work and Conditions, provided as Attachment A, and all exhibits and attachments referenced herein and made a part hereof.

C. If the Project includes the purchase and/or repair of equipment ($1,000 or more), then the Grantee must make Project facilities available to the boating public for a minimum of five (5) years after the Project completion date set forth in paragraph 2.A. of this Agreement.

D. In the event of a change in ownership, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change in ownership occurs, and the Grantee is required to notify the new owner of this Agreement, the obligation to continue maintenance, operations and reporting for the remaining life of this Agreement. The “Bill of Sale” or other official document transferring ownership shall include these Agreement requirements. Any change in ownership will require an amendment to this Agreement. Should the new owner refuse to assume
the obligations as set forth in this Agreement, the original Grantee shall reimburse the Department for the value of the equipment purchased under this Agreement as specified in 2 CFR §200.313.

E. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA’s process “umbrella” covers a Project’s compliance with all pertinent federal environmental laws. By executing this Agreement, the Department certifies that a site visit has been conducted, either pursuant to the application or when the permit was issued for the existing facility, when applicable, by qualified Department personnel to verify and document that the Project activities and location of the work described in Attachment A meet the categorical exclusion criteria under NEPA and that activities conducted as a result of this Agreement will have no impact on any species listed in the NEPA criteria. The Department will maintain appropriate documentation in its files, in accordance with the conditions of the Department’s source grant agreement with the USFWS.

2. PERIOD OF AGREEMENT:

A. This Agreement shall begin upon execution by both Parties and shall remain in effect for a period of five (5) years following the Project completion date in order for the Grantee to comply with the reporting requirements identified in paragraph 5 of this Agreement. The Project completion date, that is, the date by which all work under this Agreement must be completed, is April 16, 2018. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the Project completion date.

B. The Grantee may claim allowable Project expenditures made on or after the date of execution for purposes of meeting its match requirement identified in paragraph 3.A.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of $85,575.00 towards the Total Project Cost of $114,100.00 as described in Attachment A, Scope of Work and Conditions. The Parties hereto understand and agree that this Agreement requires at least a twenty-five percent (25%) match on the part of the Grantee. Therefore, the Grantee is responsible for providing $28,525.00 through cash or third party in-kind towards the work funded under this Agreement. In the event that the Grantee cannot meet its match obligation under the Grant, the Department shall reduce the amount of the award proportionately. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. This Agreement may be amended to provide for additional services if additional funding is made available by the USFWS and/or the State of Florida Legislature.

B. Prior written approval from the Department’s Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee’s match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
C. The Grantee shall be reimbursed on a cost-reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a final invoice to the Department no later than the Project completion date set forth in paragraph 2.A., to assure the availability of funds for final payment. All work performed pursuant to Attachment A must be performed on or before the Project completion date. Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) providing during the period covered by each request. All match shall meet the federal requirements established in 2 CFR §200.306 and other federal statutory requirements, as applicable. The final payment will not be processed until the match requirement has been met.

D. The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in Attachment C, Contract Payment Requirements. The Payment Request Summary Form (Attachment B) shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement and/or allowable match shall be limited to the following budget categories:

i. **Salaries/Wages** – The Grantee shall not be reimbursed for and cannot claim match for salaries/wages under the terms and conditions of this Agreement.

ii. **Overhead/Indirect/General and Administrative Costs** – The Grantee shall not be reimbursed for and cannot claim match for any multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) under the terms and conditions of this Agreement, and this restriction shall apply to all subcontractors and lower tier transactions.

iii. **Contractual Services** (Subcontractors) – The Grantee shall not be reimbursed for and cannot claim match for contractual expenses under the terms and conditions of this Agreement.

iv. **Travel** – The Grantee shall not be reimbursed for and cannot claim match for travel expenses under the terms and conditions of this Agreement.

v. **Equipment** – (Capital outlay costing $1,000 or more) – Reimbursement for the Grantee’s direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Attachment G, Property Reporting Form. Additionally, the Grantee may document these expenditures for meeting its match requirements.

vi. **Rental/Lease of Equipment** – The Grantee shall not be reimbursed for and cannot claim match for the rental or lease of equipment under the terms and conditions of this Agreement.

vii. **Miscellaneous/Other Expenses** – For example, materials, supplies, reproduction, signage, educational and instructional materials, and other allowable expenses must be documented by itemizing and including copies of receipts or invoices. The Grantee may also document these expenditures for meeting its match requirements. Additionally, independent of the Grantee’s contract obligations to its subcontractor, the Department shall not reimburse or allow as match any of the following types of charges: cell phone usage, attorney’s fees,
civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits), if applicable. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs and uniform administrative requirements for Federal Programs can be found under 2 CFR Part 200 and 2 CFR Part 1402, at http://www.ecfr.gov.

F. For the purchase of goods or services costing more than $2,500 and less than $35,000 the Grantee shall obtain at least two (2) written quotes. The quotes must be submitted to the Department for review and approval of the quote amount prior to the commencement of any work under this Agreement. Written quotes shall be for items that are alike in function, operation and purpose. A written explanation must be provided whenever the Grantee proposes the use of a vendor quoting other than the lowest price. The Department has the right to reject all quotes and require additional documentation supporting the anticipated Project costs. The Department shall make no reimbursement from grant funds until this documentation has been provided and approved. For any purchase over $35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR §200.320(e)-(f).

G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<table>
<thead>
<tr>
<th>Organization Type</th>
<th>Applicable Cost Principles</th>
</tr>
</thead>
<tbody>
<tr>
<td>State, local or Indian tribal government.</td>
<td>2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards</td>
</tr>
<tr>
<td>Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.</td>
<td>2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards</td>
</tr>
<tr>
<td>Education Institutions</td>
<td>2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards</td>
</tr>
<tr>
<td>For-profit organization other than a (1) hospital, or (2) educational institute.</td>
<td>48 CFR Part 31, Contract Cost Principles and Procedures</td>
</tr>
</tbody>
</table>

H. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and
establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. i. The Grantee's accounting systems must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

J. Because of the federal funds awarded under this Agreement, the Grantee must comply with The Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010, are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of funding and grants from the USFWS. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department, if State of Florida Legislative appropriations are reduced or eliminated. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. In addition, the Department's performance and obligation to pay under this Agreement is also contingent upon federal funding appropriations and grants.

The obligations of the Grantee 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 Grantee services have been budgeted and appropriated, sufficient monies for the funding that is
required during that year. Notwithstanding the foregoing, the Grantee 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 Grantee pursuant to this Agreement.

5. **REPORTS AND PROGRAM REQUIREMENTS:**

   A. The Grantee shall submit progress reports, on the form provided as Attachment D, Progress Report Form, on a quarterly basis until the Project completion date identified in paragraph 2.A. Progress reports shall describe the work performed during each quarter from the date of execution to the Project completion date, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. Reports shall be submitted to the Department’s Grant Manager no later than fifteen (15) calendar days following the completion of the quarterly reporting period. The Department’s Grant Manager shall have thirty (30) calendar days to review deliverables submitted by the Grantee.

   B. Some CVA-funded projects have a five (5) year reporting requirement. If required by Attachment A, the Grantee shall provide a quarterly pumpout report (available online at: http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm and hereby incorporated by reference) in accordance with the requirements and timeframes set forth in Attachment A.

   C. Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed $5 per vessel. Fees greater than $5 require prior written cost justification approval by the Department. If pumpout fees are collected, such proceeds shall be accounted for, and must be deducted from any reimbursement requests submitted by the Grantee for expenses associated with conducting operations and maintenance activities. An accounting of all fees collected will be provided on the quarterly pumpout report described above.

   D. If the direct and/or indirect purchase of equipment is authorized under paragraph 22 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department’s Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

6. **RETAI NAGE:**

   Retainage is not required under this Agreement.

7. **PROJECT COMPLETION CERTIFICATION:**

   Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit a completed and signed Pumpout Project Certification of Completion (available online at http://www.dep.state.fl.us/cleanmarina/CVA/documents/certificate_completion.pdf, and hereby incorporated by reference) with final invoice to the Department.

8. **PROGRAM CREDITING AND SIGNAGE:**

   The Grantee should display the appropriate pumpout symbol on facilities, such as pumpout and portable toilet dump stations, or on printed material or other visual representations relating to Project accomplishments or education/information (50 CFR §85.43 and 50 CFR §85.47). Signage specifications, crediting text and links to required logos can be found online: http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm.

   A. If specified in Attachment A, the following signage is required:
i. One (1) three foot (3') by four foot (4') sign of the International Pumpout Symbol to be located on a dock or on land facing the waterway and clearly visible to boaters.

ii. One (1) informational sign, to be posted in a clearly visible location adjacent to the pumpout equipment, must state: fees, restrictions, hours of operation, operating instructions, an operator name and phone number, emergency phone numbers for reporting service problems, and include the following statement:

“Fund in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”

B. If required by Attachment A, all other printed materials or visual representations related to the Project, including education and instructional materials shall include the following statement:

“Fund in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”

9. INDEMNIFICATION:

The Parties agree to be fully responsible for all claims arising out of their own acts of negligence or their respective employees' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantee, nor shall anything herein be construed as consent by either party to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by 768.28, F.S.

10. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement or if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion,
failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

D. This Agreement may be terminated by the Department if written confirmation is received from the Grantee that the pumpout vessel or the pumpout equipment has been destroyed by an act of nature.

E. This Agreement may be terminated by the Department if the Grantee fails to comply with the reporting requirements associated with this Agreement, as specified in paragraph 5 of this Agreement, or any previous and/or other current agreement with the Department. The Department shall apply any and all financial consequences and/or legal remedies available under the CVA program and/or in law for violations of the reporting requirements.

II. REMEDIES/FINANCIAL CONSEQUENCES:

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform subject to paragraph 10 of this Agreement, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.
B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.

i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Agreement.

iv. Withhold further awards for the Project or program.

v. Request return to the Department of any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§200.310 through 200.309).

vi. Take other remedies that may be legally available.

vii. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.

a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable.

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

C. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

12. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, the U.S. Fish and Wildlife Service, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

13. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit I to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit I must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit I, the Grantee shall notify the Department's Grant Manager listed in paragraph 19 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit I when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled “Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination” (form number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

https://apos.fldfs.com/fsaa

C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

14. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, and except for those sub-grants or sub-contracts referenced in paragraph 14.C., which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors, with the exception of the procurement thresholds, which are provided in paragraph 3.F of this Agreement.
C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the U.S. Department of Interior (DOI) and/or other Federal department, agency, or instrumentality without the Department’s prior written approval.

D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

E. In accordance with 2 CFR §200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus areas firms are used when possible. The DOI encourages non-federal entities to utilize small businesses, minority business enterprises and women’s business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organization as the Small Business Administration (https://www.sba.gov) and the Minority Business Development Agency (MBDA) within the Department of Commerce (http://www.mbda.gov).

15. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

16. LOBBYING PROHIBITION:

The Grantee agrees to comply with and include in subcontracts and subgrants, the following provisions:

A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

E. If this Agreement is for more than $100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Attachment F, Standard Form FLL, “Disclosure of Lobbying Activities” (attached hereeto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for $100,000 or less, then Attachment F shall not be required and shall be intentionally excluded from this Agreement.

F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. **NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 19.

19. **CONTACTS:**

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is identified below.

<table>
<thead>
<tr>
<th>Morgan Westberry or Successor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Department of Environmental Protection</td>
</tr>
<tr>
<td>Office of Sustainable Initiatives</td>
</tr>
<tr>
<td>3900 Commonwealth Boulevard, MS#30</td>
</tr>
<tr>
<td>Tallahassee, Florida 32399-3000</td>
</tr>
<tr>
<td>Telephone No.: (850) 245-2074</td>
</tr>
<tr>
<td>Fax No.: (866) 340-4683</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:Morgan.Westberry@dep.state.fl.us">Morgan.Westberry@dep.state.fl.us</a></td>
</tr>
</tbody>
</table>

DEP Agreement No. MV210, Page 12 of 19
The Grantee’s Grant Manager (which may also be referred to as the Grantee’s Project Manager) at the time of execution for this Agreement is identified below.

| Walter S. Miller or Successor |
| City of St. Petersburg |
| St. Petersburg Municipal Marina |
| 500 1st Avenue SE |
| St. Petersburg, Florida 33701 |
| Telephone No.: (727) 893-7329 |
| E-mail Address: Walter.Miller@stpete.org |

In the event the Department’s or the Grantee’s Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

20. **INSURANCE:**

A. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual’s claim and $300,000 each occurrence.

ii. **Workers’ Compensation and Employer’s Liability Coverage.**

The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S., and employer’s liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. **Commercial Automobile Insurance.**

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The Grantee will maintain self-insured limits of $200,000 per person and $300,000 per occurrence in accordance with Florida Statute 768.28. For all contractors, the minimum limits shall be as follows:

- $300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- $300,000 Hired and Non-owned Automobile Liability Coverage, if applicable

iv. **Other Insurance.**

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman’s and Harbor Worker’s, or the inclusion of any applicable rider to worker’s compensation.
insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owep/dlhwc/lscontac.htm) or to the parties’ insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee’s insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage prior to performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. EQUIPMENT:

The purchase of nonexpendable and/or nonconsumable personal property or equipment costing $1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the such personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment C, Property Reporting Form, and forward it along with the appropriate invoice(s) to the Department’s Grant Manager. The following terms shall apply:

A. The Grantee shall comply with all federal equipment requirements set forth in 2 CFR §200.313, including property management and reporting requirements pursuant to 2 CFR §200.313(d).

B. The Grantee shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
C. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.

D. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state and/or federal funds and held in Grantee's possession for use in a contractual arrangement with the Department.

23. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

24. **QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Attachment H, Quality Assurance Requirements for Contracts and Grants, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. **DISCRIMINATION:**

A. The Grantee agrees to comply with the provisions of 43 CFR Part 17 “Nondiscrimination in Federally Assisted Programs of the Department of Interior.” No person, on the grounds of race, creed, color, national origin, religion, age, gender, sexual orientation, marital status, disability, genetic information, or other protected category, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. Facilities or programs that receive federal financial assistance, may not, directly or through contractual or other arrangements, deny service or accessibility based on the grounds of race, color, national origin, disability, or age.

C. Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Upon certification of completion the Project shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other conditions, and without regard to residency of the user in another political subdivision.

D. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list...
on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

E. Grantee agrees to comply with the Americans With Disabilities Act (42 USC § 12101, et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

F. Grantee must identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

26. **DEBARMENT/SUSPENSION:**

In accordance with Presidential Executive Order 12349, Debarment and Suspension (2 CFR Part 1400), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the Grantee shall certify before entering into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the U.S. Fish and Wildlife Service to the Department. The prospective lower tier participant shall certify it is not excluded or disqualified by, (a) Checking SAM Exclusions; or (b) Collecting a certification from that person; or (c) Adding a clause or a condition to the covered transaction with that person, and such prospective participant shall attach an explanation to this Agreement. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

27. **COPYRIGHT, PATENT AND TRADEMARK:**

The USFWS and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

B. Any rights of copyright to which a Grantee, subgrantee or a contractor purchases ownership with grant support.

28. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

29. **CONTRACT PROVISIONS AND REGULATIONS:**

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in Attachment I, Contract Provisions, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment J, Regulations, attached hereto and made a part hereof, shall apply to this Agreement.

30. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

31. PUBLIC RECORDS ACCESS:

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE
DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at Public.Services@dep.state.fl.us or at the mailing address below.

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

32. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

33. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

34. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

35. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF ST. PETERSBURG

By: ____________________________________________
Signature of Person Authorized to Sign

Print Name and Title

Date: _________________________________________

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: ____________________________________________
Secretary or designee

Print Name and Title

Date: _________________________________________

ATTEST

________________________________________ (SEAL)
City Clerk (Designee)

Approved as to Content and Form:

________________________________________
City Attorney (Designee)

FEID No. 59-6000424

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

<table>
<thead>
<tr>
<th>Specify</th>
<th>Letter/Number</th>
<th>Description (include number of pages)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A</td>
<td></td>
<td>Scope of Work and Conditions (3 Pages)</td>
</tr>
<tr>
<td>Attachment B</td>
<td></td>
<td>Grant Payment/Match Request Form (2 Pages)</td>
</tr>
<tr>
<td>Attachment C</td>
<td></td>
<td>Contract Payment Requirements (1 Page)</td>
</tr>
<tr>
<td>Attachment D</td>
<td></td>
<td>Progress Report Form (1 Page)</td>
</tr>
<tr>
<td>Attachment E</td>
<td></td>
<td>Special Audit Requirements (5 Pages)</td>
</tr>
<tr>
<td>Attachment F</td>
<td></td>
<td>Attachment Intentionally Excluded</td>
</tr>
<tr>
<td>Attachment G</td>
<td></td>
<td>Property Reporting Form (1 Page)</td>
</tr>
<tr>
<td>Attachment H</td>
<td></td>
<td>Attachment Intentionally Excluded</td>
</tr>
<tr>
<td>Attachment I</td>
<td></td>
<td>Contract Provisions (5 Pages)</td>
</tr>
<tr>
<td>Attachment J</td>
<td></td>
<td>Regulations (1 Page)</td>
</tr>
</tbody>
</table>

DEP Agreement No. MV210, Page 19 of 19
CVA.16-17
ATTACHMENT A
Clean Vessel Act Grant Program
Scope of Work and Conditions

PURPOSE

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program ("Program") is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

The Project is located at 500 1st Avenue Southeast, St. Petersburg, Florida 33701 ("Project site"), known as Clean Vessel Act Grant; CVA16-787, City of St. Petersburg ("Project").

The Grantee shall operate each pumpout facility or dump station funded under this Agreement so that it is open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the period of time set forth in Paragraph 2.A. of the Agreement. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations in accordance with the Pumpout Station Operational Plan, available for download at: http://www.dep.state.fl.us/cleanmarina/CVA/documents/OperationalPlanExample.doc. Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage.

Project Required Submittals and Requirements

The following documents are required submittals under this Agreement. Failure to provide any of the following in the time frames provided may result in denial of reimbursement request. These provisions also represent requirements under this Agreement that must be complied with for the term of this Agreement. Referenced documents and plan/log sheet samples are available online: http://dep.state.fl.us/cleanmarina/CVA/resources_app.htm.

A. The Grantee shall submit a copy of executed subcontracts within ten (10) days after execution in accordance with Paragraph 14.A. of the Agreement.

B. In addition to required documentation requesting reimbursement as provided in Paragraph 3 of the Agreement, the Grantee shall, with the final reimbursement request, submit all of the following:

1. Pursuant to paragraph 7 of this Agreement, every Project completed under this Agreement will require a completed and signed Pumpout Project Certification of Completion Form to be submitted with the final invoice.

2. Pursuant to paragraph 8 of this Agreement, every Project completed under this Agreement requires appropriate signage and program crediting. The Grantee shall submit photographic documentation it has completed the appropriate program crediting and signage.

3. The Grantee shall submit Quarterly Progress Reports (Attachment D), in accordance with paragraph 5.A. of the Agreement.

4. As described in the appropriate Tasks/Deliverables below, a pumpout log sample, which shall provide for daily logging of vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, the Grantee must keep the logs as backup documentation for five (5) years following the Project completion date.

5. As described in the appropriate Tasks/Deliverables below, a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, informational/educational materials on pumpout
operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.

C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pumpout Reports [http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm] when one or both of the following apply:

1. As described in the Tasks/Deliverables below, when the Project includes the purchase and/or installation of pumpout equipment, the Grantee is responsible for submitting Quarterly Pumpout Reports for a period of five (5) years. The five (5) year reporting period begins upon the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pumpout Reports are due every quarter thereafter for the next five (5) years.

2. As described in the Tasks/Deliverables below, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pumpout Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the Project completion date identified in paragraph 2.A. of this Agreement.

**TASKS/DELIVERABLES**

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this Project. Payment may be requested upon submission, review, and approval of the deliverables assigned to each task.

**Permits.**
The Grantee is responsible for obtaining all state and local permits and approvals required for installation and operation of pumpout equipment prior to commencement of this Project. Copies of permits, letters of permit issuance, and inspections reports, as applicable, will need to be submitted to the Department before the Grantee commences any work on the subsequent permit-related tasks/activities below.

**Task 1. Equipment Purchase.**
The Grantee will purchase authorized pumpout equipment or waste receptacle equipment and ensure its delivery to the Project site. Authorized equipment includes: replacement stationary pumpout equipment, and a pumpout vessel in accordance with the minimum requirements specified in the approved design and permits. All nonexpendable and/or nonconsumable equipment purchased under this Agreement is subject to the five (5) year Quarterly Pumpout Report requirements set forth above under Project Requirement Submittals and Requirements, Item C.1., and the property management requirements set forth under paragraph 22 of this Agreement. The Grantee will maintain compliance with these requirements for the life of the Agreement.

Deliverable 1: Purchase of the authorized equipment, as evidenced by a copy of paid invoice(s), delivery receipt(s) and a completed Property Reporting Form (Attachment G). The Grantee will submit the appropriate documentation to demonstrate its compliance with the property reporting (paragraph 5.D. of this Agreement) and property management (paragraph 22) requirements of this Agreement. A final inventory report shall be due at the end of the Agreement.

**Performance Standard:** The Department's Grant Manager will review documentation to verify authorized equipment has been purchased and delivered in accordance with this task, and will review the Property Reporting Form for accuracy and completion. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Task Deadline:** February 16, 2018

**Budget:** Allowable costs for this task are for Equipment; in accordance with the above deliverables.

**Task 2. Pumpout Signage.**
In accordance with paragraph 8 of the Agreement, the Grantee will install the required signage: (1) one three-foot (3') by four-foot (4') sign of the International Pumpout Symbol on a dock or on land facing the waterway and clearly visible to the boaters; and, (2) one informational sign, posted in a clearly visible location adjacent to the pumpout equipment, stating pumpout fees, restrictions, hours of operation, operating instructions, the operator name and phone...
number, emergency phone numbers for reporting service problems, and include the required language set forth in paragraph 8 of the Agreement.

Sign specifications can also be found at http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm.

Deliverables 2: Completion of task as evidenced by: photographs of the installed signage showing the pumpout logo sign and the pumpout informational sign with accrediting information; and, certification from the Grantee’s Project Manager that the signage has been installed in accordance with requirements set forth in paragraph 8 of this Agreement.

Performance Standard: The Department’s Grant Manager will review the deliverables associated with this task to verify that the pumpout signage was completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: February 16, 2018

Budget: Allowable costs for this task are for Miscellaneous/Other Expenses, including, but not limited to, purchase of sign, materials for installation, design, equipment rental or use, and labor.

CVA TASK BUDGET TABLE:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Allowable Budget Categories</th>
<th>Total Project (100%)</th>
<th>Grant Award Amount (75%)</th>
<th>Grantee Match Amount (25%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment Purchase</td>
<td>Equipment</td>
<td>$112,963.50</td>
<td>$84,722.62</td>
<td>$28,240.87</td>
</tr>
<tr>
<td>2. Pumpout Signage</td>
<td>Miscellaneous/Other Expenses</td>
<td>$1,136.50</td>
<td>$852.38</td>
<td>$284.13</td>
</tr>
<tr>
<td>Total Grant Award Amount (no greater than 75%)</td>
<td>$85,575.00</td>
<td></td>
<td></td>
<td>$28,572.00</td>
</tr>
<tr>
<td>Total Match Amount (no less than 25%)</td>
<td>$28,572.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Project (100%)</td>
<td>$114,100.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

<table>
<thead>
<tr>
<th>Category Totals</th>
<th>Grant Funding, Not to Exceed, $</th>
<th>Match Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Total</td>
<td>$84,722.62</td>
<td>$28,240.87</td>
</tr>
<tr>
<td>Miscellaneous/Other Expenses Total</td>
<td>$852.38</td>
<td>$284.13</td>
</tr>
<tr>
<td>Total</td>
<td>$85,575.00</td>
<td>$28,572.00</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$114,100.00</td>
<td></td>
</tr>
<tr>
<td>Percentage Match</td>
<td>75%</td>
<td>25%</td>
</tr>
</tbody>
</table>

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City of St. Petersburg                   MV210                   CVA16-787

DEP Program: Clean Vessel Act Grant Program

If Department payment is being requested, an invoice on your letterhead must accompany this form.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL PROJECT</td>
<td></td>
</tr>
<tr>
<td>(100% of costs)</td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td>$</td>
</tr>
<tr>
<td>Site Preparation</td>
<td>$</td>
</tr>
<tr>
<td>Renovation</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Purchase</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Installation</td>
<td>$</td>
</tr>
<tr>
<td>Operations of Equipment</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance and Repair</td>
<td>$</td>
</tr>
<tr>
<td>Sewage Hauling</td>
<td>$</td>
</tr>
<tr>
<td>Pumpout Signage</td>
<td>$</td>
</tr>
<tr>
<td>Education and Instructional Materials</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL PROJECT</td>
<td>$</td>
</tr>
<tr>
<td>25% Grantee match</td>
<td>$</td>
</tr>
<tr>
<td>75% reimbursable to Grantee</td>
<td>$</td>
</tr>
</tbody>
</table>

All match shall meet the federal requirements established in 2 CFR §200.306 and other federal statutory requirements, as applicable. The final payment will not be processed until the match requirement has been met. Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

GRANTEE CERTIFICATION
Complete the Grantee’s Certification of Payment/Match Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.
ATTACHMENT B
GRANT PAYMENT/MATCH REQUEST

I, ___________________________________________, on behalf of
(Please print name of Grantee’s Grant Manager designated in the Agreement)

_________________________________________, do hereby certify for
(Please print name of Grantee/Recipient)

DEP Agreement No. __________________________ and Payment Request No. ___________________________

that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee’s Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

<table>
<thead>
<tr>
<th>Professional Service Provider (Name / License No.)</th>
<th>Period of Service (mm/dd/yy – mm/dd/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I attest that documentation has been and will be maintained as required by this Agreement to support the amounts reported above and is available for audit upon request. I attest that all expenditures prior to this request have been made and are true and accurate and are only for the purposes as described in Clean Vessel Act Grant Project Agreement No. MV210. I further attest, that City of St. Petersburg has complied with the terms and conditions of this Agreement.

Grantee’s Project Manager Signature ___________________________________________ Date __________

Print Name and Title ___________________________________________

DEP Agreement No. MV210, Attachment B, Page 2 of 2
CVA 16-17
ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

1. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means. N/A under this Agreement.

4. **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable. N/A under this Agreement.

6. **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. N/A under this Agreement.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aasr/reference_guide.htm](http://www.fldfs.com/aasr/reference_guide.htm)
**ATTACHMENT D**

**PROGRESS REPORT FORM**

<table>
<thead>
<tr>
<th>DEP Agreement No.:</th>
<th>MV210</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Name:</td>
<td></td>
</tr>
<tr>
<td>Grantee Address:</td>
<td></td>
</tr>
<tr>
<td>Grantee's Grant Manager:</td>
<td></td>
</tr>
<tr>
<td>Telephone No.:</td>
<td></td>
</tr>
</tbody>
</table>

**Quarterly Reporting Period:**

**Project Number and Title:**

Provide a summary of project accomplishments to date.

Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., copies of permits, photographs, etc.)

This report is submitted in accordance with the reporting requirements of DEP Agreement No. MV210 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager  
Date

Print Name and Title

DEP Agreement No. MV210, Attachment D, Page 1 of 1
CVA 16-17
ATTACHMENT E
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grajirar", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov
PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).


PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes. State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:
A. The Department of Environmental Protection at one of the following addresses:
   
   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of the Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000
   
   Electronically:
   FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse, at the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse’s Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one of the following addresses:

   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of the Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000
   
   Electronically:
   FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at one of the following addresses:

   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of the Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000
Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |
|---------------------------------------------------|-------------------------------------------------|---------------------------------|----------------------------------|--------------------------------|
| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| Original Agreement | Department of Interior, U.S. Fish and Wildlife Service | 15.616 | Clean Vessel Act | $85,575 | 140122 |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfsa.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://gos.fldfs.com/fsa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.
**ATTACHMENT G**

Florida Department of Environmental Protection

**PROPERTY REPORTING FORM FOR**

DEP AGREEMENT NO. MV210

<table>
<thead>
<tr>
<th>Description</th>
<th>Serial No./ID No.</th>
<th>Source</th>
<th>Owner</th>
<th>Purchase Date</th>
<th>Cost</th>
<th>% Charged to DEP Grant Funds</th>
<th>Location/ Address</th>
<th>Use and Condition</th>
<th>Disposition (if sold, include sale price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex. Rainfall Gauge</td>
<td>12345</td>
<td>Bid</td>
<td>Grantee</td>
<td>MM/DD/YYYY</td>
<td>$1,000/unit</td>
<td>100%</td>
<td>Project Site- 123 Main Street, Tallahassee, FL</td>
<td>New- Rainfall Measurements</td>
<td>Permanently installed at project site</td>
</tr>
</tbody>
</table>

CONTRACTOR/GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $1,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title, 5) purchase date, 6) cost, 7) share of that cost, 8) location/address, 9) use and condition, 10) any ultimate disposition data including date of disposal and sale price.

CONTRACTOR/GRANTEE: Contract/Project/Grant Manager: Date:

**DEP MANAGER:** Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 320 for Property Guidelines.

DEP Manager Signature and Date:
ATTACHMENT I
Contract Provisions

The Department, as a recipient or pass-through entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (Title 2 Code of Federal Regulations (CFR) Part 200), and all associated terms and conditions. All contracts/agreements awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

NONDISCRIMINATION


2. Compliance with all Federal statutes relating to nondiscrimination – These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 323 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 cc-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Presidential E.O. 13166 (68 Federal Register (FR) 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons; (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of Presidential E.O. 11246 (30 FR 12319, 1965), as amended by Presidential E.O.s 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the non-discrimination provisions of sections 202 and 203 of that Presidential E.O. and Department of Labor regulations implementing Presidential E.O. 11246 (41 CFR §60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.

ADMINISTRATIVE

3. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or
repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $25,000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.


7. **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

8. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** – That provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

9. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** – That limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Rights to Inventions Made Under a Contract or Agreement – Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a Federal award are determined by the Bayh-Dole Act, Public Law No. 96-517, as amended, and as codified in 35 U.S.C. §200 et seq. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR §401.14, which is hereby incorporated by reference into this award.

11. Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Clean Water Act, and E.O. 11738 (“Providing for administration for the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans” – Non-federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) and E.O. 11738 (38 FR 25161), and shall not use a facility on the Environmental Protection Agency’s (EPA) List of Violating Facilities (this list is incorporated into the Excluded Parties List System located at www.sam.gov/portal/public/SAM/) in performing any award that is nonexempt under 2 CFR Part 1532, and shall notify the Federal awarding agency, in writing, if it intends to use such a facility or if it knows that a facility has been recommended to be placed on the List.

12. Presidential E.O. 13268 (“Termination of Emergency with Respect to the Taliban and Amendment of E.O. 13224”), Presidential E.O. 13284 (“Amendment of Executive Orders, and Other Actions, in Connection with the Establishment of the Department of Homeland Security”) and Presidential E.O. 13371 (“Amendment to Executive Order 13285, Relating to the President’s Council on Service and Civic Participation”) – Requires actions to block and prohibit transactions with people who commit, threaten to commit, or support terrorism. Applicants for federal financial assistance, any proposed subgrantees and contractors cannot be on the searchable list of excluded parties in the System for Award Management (SAM).

13. Pursuant to Departmental Manual 305 DM 3 (DOI) and Service Manual 212 FW 7 (USFWS) “Scientific Integrity and Scholarly Conduct” – All management and public policy decisions are required to be based only on science and scholarly work that meets certain standards. All Grantees are subject to a code of conduct when performing scientific or scholarly work, and when applicable, “The Grantee must ensure quality services. Service must consist of unbiased assessments through proper management and enforcement of scientific integrity standards, which include avoiding conflicts of interest.”

14. Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS) “Deposit of Publications Produced under Grants” – Any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: http://elips.doi.gov/ELIPS/DocView.aspx?id=1671.

15. Compliance with the Drug Free Workplace Act – The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” published in the Federal Register on November 26, 2003, 68 FR 66334), which require that the recipient take steps to provide a drug-free workplace.

16. Compliance with the Buy American Act (41 U.S.C. 10a-10c) as implemented by Part 25, Federal Acquisition Regulation (FAR) – By accepting funds under this Agreement, the Grantee agrees to comply with the “Buy American Act.” The Grantee should review the provisions of the Act and the FAR guidelines to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
17. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** – By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). The TVPA of 2000 authorizes the termination of financial assistance without penalty, if any non-Federal entity engages in certain activities related to trafficking in persons. The award term required by 2 CFR §175.15(b) is hereby incorporated.

18. **Registrations and Identification Information** – The Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.


   (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

   (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

   (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

20. **41 U.S.C. §§6306, Prohibition of Members of Congress Making Contracts with Federal Government** – No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

21. **Presidential E.O. 13513, Federal Leadership on Reducing Text Messaging while Driving** – Recipients are encouraged to not engage in text messaging when driving a vehicle while conducting activities funded under this award.

**ENVIRONMENTAL**

22. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** – Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health are prohibited under the Safe Drinking Water Act, as amended.

23. **Compliance with Section 404 of the Clean Water Act of 1977, as amended (33 U.S.C. 1344)** – Project activities that would result in discharge of dredged or fill material into U.S. waters, including tributaries to navigable waters and wetlands are subject to Army Corps of Engineers and EPA oversight, and permitting and regulatory requirements.

24. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** – That requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

25. **Compliance with environmental standards which may be prescribed to the following:**

   (a) institution of environmental quality control measures under the National Environmental Policy
Act of 1969 (P.L. 91-190) and Presidential Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(e) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of coastal barrier resources pursuant to the Coastal Barriers Resources Act, as amended by the Coastal Barrier Improvement Act of 1990, as amended (16 U.S.C. 3501); and (j) prohibition of any funding actions that spread, introduce, or promote introduction of invasive species that may cause economic or environmental harm or harm to human health pursuant to Presidential E.O.s 13112 and 11987.

26. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)—Related to protecting components or potential components of the national wild and scenic rivers system.

27. Compliance with the Rivers and Harbors Act, of 1899, Section 10, as amended (33 U.S.C. 401 et seq.) related to the construction of any structure in or over any navigable water of the U.S., the excavation or deposition of material in these waters, or any obstruction or alteration in navigable waters.


29. Compliance with P.L. 93-348—Regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

30. Care and Use of Live Vertebrate Animals—Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 CFR Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance.

31. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)—That prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

32. Compliance with the mandatory standards and policies relating to energy efficiency—That are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. Integrated Pest Management—The Wildlife and Sport Fish Restoration Program encourages all Grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funds associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it.

DEP Agreement No. MV210, Attachment I, Page 5 of 5
CVA 16-17
ATTACHMENT J
REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations (CFR), 2 CFR 200, and 2 CFR 1400 through 1499. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

### General
- 43 CFR 9 Intergovernmental Review of DOI programs and activities
- 43 CFR 17 Nondiscrimination in federally assisted programs of the DOI

### Grants and Other Federal Assistance
- 2 CFR 200 and 1402 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- 2 CFR 1401 Requirements for drug-free workplace (financial assistance)
- 43 CFR 18 New restrictions on lobbying

### Other Federal Regulations
- 2 CFR 1400 Nonprocurement Debarment and Suspension
- 48 CFR 31 Contract Cost Principles and Procedures (For Profit Organizations)

### Office of Management and Budget Circulars
- 2 CFR Part 200 Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII

### Accounting Standards
- Governmental Entities Subject to accounting standards established by the Government Accounting Standards Board (GASB)
- Private Sector or Individuals Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

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ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 20, 2017

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

SUBJECT:  A resolution authorizing the Mayor, or his designee, to execute a one (1) year Lease Agreement with Pinellas Suncoast Transit Authority ("PSTA"), an independent special district of the State of Florida, for the use of a portion of PSTA’s Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg, for the purpose of operating a Police Resource Center; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION:  The St. Petersburg Police Department ("SPPD") requested Real Estate & Property Management to develop a lease agreement between the City of St. Petersburg ("City") and Pinellas Suncoast Transit Authority ("PSTA"), for the use of a portion of PSTA’s Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg ("Building"), for the purpose of locating a Police Resource Center ("Center"). SPPD Uniformed Services Bureau, District 3, will use a portion of the Building consisting of ±60 square feet of space ("Premises").

The objective of SPPD’s presence at the Center is to reduce the amount of calls for service in the Grand Central area. The Premises will be used for daily operations by SPPD officers for a break area, report writing and meetings and will include the use of a break room and one (1) designated parking space.

PSTA approved and executed a Lease Agreement ("Lease") for a term of one (1) year ("Term"), subject to City Council approval, with the following major business points:

- PSTA will waive rent payments for the Term or any Renewal Term.
- The City will have the option to renew the Term for an additional twelve (12) months.
- PSTA will maintain all outdoor areas, the grounds (i.e., landscaping and irrigation), pest/rodent control, fire alarm and fire extinguisher maintenance and inspection and security systems.
- PSTA will maintain all capital improvements, repairs and upgrades to the Building including, but not limited to the roof, exterior, all glass, doors, heating, ventilation, air conditioning, plumbing, electrical systems and flooring.
- PSTA will provide electric, water and trash collection services for the Premises.
- The City will be responsible for normal interior custodial services including the removal of trash and general cleaning.
• The City is responsible for obtaining and payment for internet, television, cable, technology and telephone services.
• The City will be responsible for providing desks, chairs, computers and office supplies.
• PSTA will provide security access cards to the City for unrestricted access to the Premises.
• The City will have the option to place signage on the Premises, at City's expense, with approval from PSTA.
• PSTA will provide one (1) designated parking space for SPPD use.
• The City may unilaterally terminate the Lease by providing PSTA with thirty (30) days written notice.
• PSTA reserves the right to cancel and terminate the Lease at any time during the Term by providing the City with ninety (90) days written notice.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a one (1) year Lease Agreement with Pinellas Suncoast Transit Authority ("PSTA"), an independent special district of the State of Florida, for the use of a portion of PSTA's Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg, for the purpose of locating a Police Resource Center; 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: 00322828.doc V. 1
ILLUSTRATION

PSTA Grand Central Station Bus Terminal
3180 Central Avenue, St. Petersburg, Florida
Resolution No. 2017-_______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A ONE (1) YEAR LEASE AGREEMENT WITH PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA"), AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, FOR THE USE OF A PORTION OF PSTA'S GRAND CENTRAL STATION BUS TERMINAL, GENERALLY LOCATED AT 3180 CENTRAL AVENUE, ST. PETERSBURG, FOR THE PURPOSE OF OPERATING A POLICE RESOURCE CENTER; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Police Department ("SPPD") requested Real Estate & Property Management to develop a lease agreement between the City of St. Petersburg ("City") and Pinellas Suncoast Transit Authority ("PSTA"), for the use of a portion of PSTA's Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg ("Building"), for the purpose of locating a Police Resource Center; and

WHEREAS, SPPD Uniformed Services Bureau, District 3, will use a portion of the Building consisting of ±60 square feet of space ("Premises"); and

WHEREAS, the objective of SPPD's presence at the Center is to reduce the amount of calls for service in the Grand Central area; and

WHEREAS, the Premises will be used for daily operations by SPPD officers for a break area, report writing and meetings and will include the use of a break room and one (1) designated parking space; and

WHEREAS, PSTA approved and executed a Lease Agreement ("Lease") for a term of one (1) year ("Term"), subject to City Council approval, with the following major business points:

- PSTA will waive rent payments for the Term or any Renewal Term.
- The City will have the option to renew the Term for an additional twelve (12) months.
- PSTA will maintain all outdoor areas, the grounds (i.e., landscaping and irrigation), pest/rodent control, fire alarm and fire extinguisher maintenance and inspection and security systems.
• PSTA will maintain all capital improvements, repairs and upgrades to the Building including, but not limited to the roof, exterior, all glass, doors, heating, ventilation, air conditioning, plumbing, electrical systems and flooring.
• PSTA will provide electric, water and trash collection services for the Premises.
• The City will be responsible for normal interior custodial services including the removal of trash and general cleaning.
• The City is responsible for obtaining and payment for internet, television, cable, technology and telephone services.
• The City will be responsible for providing desks, chairs, computers and office supplies.
• PSTA will provide security access cards to the City for unrestricted access to the Premises.
• The City will have the option to place signage on the Premises, at City’s expense, with approval from PSTA.
• PSTA will provide one (1) designated parking space for SPPD use.
• The City may unilaterally terminate the Lease by providing PSTA with thirty (30) days written notice.
• PSTA reserves the right to cancel and terminate the Lease at any time during the Term by providing the City with ninety (90) days written notice.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a one (1) year Lease Agreement with Pinellas Suncoast Transit Authority ("PSTA"), an independent special district of the State of Florida, for the use of a portion of PSTA’s Grand Central Station bus terminal, generally located at 3180 Central Avenue, St. Petersburg, for the purpose of operating a Police Resource Center; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00322828.doc V. 1

APPROVED BY:

Anthony Holloway, Chief
St. Petersburg Police Department

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approval of a supplemental appropriation of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) to the US EPA Brownfield Assessment Grant Project (TBD), from the U.S. Environmental Protection Agency (“EPA”) in the amount of $400,000 (“Grant”) to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the South St. Petersburg Community Redevelopment Area.

EXPLANATION: On April 6, 2017, City Council adopted Resolution 2017-194, accepting a U.S. EPA Brownfield Assessment Grant to provide funding for environmental site assessments, site cleanup planning, and community involvement activities. Adopted Resolution 2017-194 does not specify a fund for appropriation of these grant funds. The attached resolution appropriates these grant funds to the General Capital Improvement Fund (3001), US EPA Brownfield Assessment Grant (project number TBD).

The U.S. EPA awarded a Brownfield Assessment Grant to the City of St. Petersburg on September 7, 2016 to provide funding for environmental site assessments, site cleanup planning, and community involvement activities. The total amount of grant funds is $400,000, split evenly between assessments and assessment related activities for petroleum and hazardous substance sites. Grant funds will be utilized for Phase I and Phase II assessments to properties in the South St. Petersburg Community Redevelopment Area, as the area was identified as an area of need in the grant proposal. Funds can be used for both public and private properties. The grant period is for three (3) years and all funds must be utilized by the end of the three (3) years.

RECOMMENDATION: Administration recommends approval of a supplemental appropriation of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) to the US EPA Brownfield Assessment Grant Project (TBD), from the U.S. Environmental Protection Agency (“EPA”) in the amount of $400,000 (“Grant”) to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the South St. Petersburg Community Redevelopment Area.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of $400,000 will be received from the U.S. Environmental Protection Agency. A supplemental appropriation in the amount of $400,000 will be made from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) to the US EPA Brownfields Assessment Grant Project (TBD).
ATTACHMENTS: Resolution

APPROVALS:

[Signature]

Administrative

[Signature]

Budget
RESOLUTION NO. 2017-

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION OF $400,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE US EPA BROWNFIELD ASSESSMENT GRANT PROJECT (TBD), FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $400,000 TO INVENTORY, CHARACTERIZE, ASSESS, AND CONDUCT CLEANUP PLANNING AND COMMUNITY INVOLVEMENT RELATED ACTIVITIES FOR BROWNFIELDS SITES IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted resolution 2017-194 on April 6, 2017, accepting the U.S. EPA Brownfield Assessment Grant in the amount of $400,000 to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the South St. Petersburg Community Redevelopment Area.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation:

| General Capital Improvement Fund (3001) | US EPA Brownfield Assessment Grant (TBD) | $400,000 |

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (designee)

Budget

Approved by:

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

SUBJECT: Authorizing the Mayor or his designee to accept the proposal submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage for Tangerine Plaza effective July 21, 2017 until March 31, 2018, at an estimated cost of $1,795, and to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On May 31, 2017, the City acquired the Tangerine Plaza located at 1794 22nd Street South. Wal-Mart insures the property damage exposure to their portion of the premises. To protect the City’s interest in the property it must insure the additional 8,311 square feet of retail space. The appraised value of this property is $724,900.

The City’s designated insurance broker, Brown and Brown of Florida, Inc., has negotiated to add the non-Walmart retail space at Tangerine Plaza to the City’s current General Property Program for an estimated annual premium of $2,500. As the City’s insurance was renewed on April 1, 2017, this premium will be prorated at an estimated amount of $1,795.

Section 2-239 of the City Code requires that the purchase of property insurance must be approved by City Council.

RECOMMENDATION: Administration recommends approval of this Resolution.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Commercial Insurance fund (5127) Human Resources, Commercial Insurance division (090.1925).

ATTACHMENTS: Resolution

APPROVALS:
Resolution No. 2017-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE PROPOSAL SUBMITTED BY BROWN & BROWN OF FLORIDA, INC. TO PROVIDE PROPERTY INSURANCE COVERAGE FOR TANGERINE PLAZA EFFECTIVE JULY 21, 2017 UNTIL MARCH 31, 2018, AT AN ESTIMATED COST OF $1,795, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 31, 2017, the City acquired property located at 1794 22nd Street South known as Tangerine Plaza; and

WHEREAS, the City currently utilizes the firm of Brown & Brown of Florida, Inc. as its designated broker for the purpose of securing proposals for property coverage for the policy period April 1, 2017 to March 31, 2018 and seeks to add the non-Walmart retail space at Tangerine Plaza to the current General Property Program; and

WHEREAS, Brown & Brown of Florida, Inc. has secured an estimated premium to add property insurance for the non-Walmart retail space at Tangerine Plaza to our existing General Property Program for an approximate prorated premium of $1,795 effective until March 31, 2018; and

WHEREAS, Section 2-239 of the City Code requires that the purchase of property insurance must be approved by City Council; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept the proposal submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective July 21, 2017 until March 31, 2018, at an estimated cost of $1,795, and to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Administration

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

Subject: Approving the professional services agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. ("Consultant") for Consultant to develop an integrated sustainability action plan and provide other services for an amount not to exceed $247,450.

Explanation: On April 4, 2017, the Procurement Department received eight statements of qualifications (SOQs) in response to the solicitation for Integrated Sustainability Action Plan. Eight SOQs were received from:

1. Buro Happold Consulting Engineers, P.C.
2. Integral Group
3. Kimley-Horn and Associates
4. NRG
5. RS&H, Inc.
6. Stantec Consulting Services, Inc.
7. The Center for Climate Change Strategies
8. Vanasse Hangen Brustlin, Inc.

The SOQs were evaluated by a cross-functional team from the Mayor’s Office and the Urban Affairs, Planning and Economic Development, Engineering and Capital Improvements, and Transportation Departments. The committee included four voting members:

- Nikki Capehart, Urban Affairs Director
- Sharon Wright, Sustainability Manager
- Lisa Glover-Henderson, Senior Energy Efficiency Engineer
- Brian Caper, Economic Development Analyst

The SOQs were evaluated on April 28, 2017, based on the following criteria:

- Team background and experience
- Project approach, including proven project management and quality control
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants
- Company’s sustainability policies, practices, goals and achievements

The evaluation committee shortlisted the following five firms for interviews:

1. Buro Happold Consulting Engineers, P.C.
2. Kimley-Horn and Associates
3. RS&H, Inc.
4. Stantec Consulting Services, Inc.
5. Vanasse Hangen Brustlin, Inc.

Continued on Page 2
On May 23, 2017, the evaluation committee heard presentations from each of the shortlisted firms and ranked Vanasse as the top-ranked firm, Stantec as second-ranked, Kimley-Horn as third-ranked, Buro Happold as fourth-ranked and RS&H fifth. The evaluation committee elected to move forward with negotiations with Vanasse, the top-ranked firm.

Vanasse Hangen Brustlin, Inc. (VHB) was determined to be the most advantageous to the City, due to their diverse team; their proposal’s demonstrated deep understanding of the City’s evolution to this point and the services needed; and their approach’s close fit with the character of the dynamic grassroots community, as well as the entrepreneurial and larger business community. VHB’s previous and current work is high quality and comparable to the needs of the City. VHB satisfactorily performed similar work for the City of Orlando.

They have been in business for 30 years. Vanasse’s principals are Robert S. Brustlin, CEO, Khristopher P. Gregoire, Christopher J. Brown and James Diorio, Officers and Michael Carragher, President.

On City Council’s approval, the City and Vanasse will enter into a professional services agreement and they will provide the following services and deliverables:

- Project management, including scope, schedule, budget, quality assurance/quality control
- Community, business, and stakeholder engagement
- Methodology development and data collection for the Greenhouse Gas (GHG) inventory
- GHG emission reduction strategies and road map to 100% Clean Energy
- Use of STAR Communities’ framework to prioritize policies and projects accompanied by varying levels of cost estimate information
- Report writing, final plan, website and graphic support

Recommendation: Administration recommends that City Council approve the attached resolution approving Vanasse Hangen Brustlin, Inc. to develop an integrated sustainability action plan.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Mayor’s Office, Mayor’s Office Division (020.1005) ISAP Project (15958).

Attachments: Technical Evaluation (5 pages)
Meeting Minutes (3 pages)
Agreement (34)
Resolution

Approvals:
Technical Evaluation
918-58 Integrated Sustainability Action Plan

Summary Work Statement
The City received eight proposals for RFQ No. 6368: Integrated Sustainability Action Plan (ISAP). The successful offeror will develop an ISAP to advance the City's sustainability initiatives, including 100% clean energy goals and regional resiliency planning efforts. The proposals were received from the following:

1. Buro Happold Consulting Engineers, P.C.
2. Integral Group
3. Kimley-Horn and Associates
4. NRG
5. RS&H, Inc.
6. Stantec Consulting Services, Inc.
7. The Center for Climate Change Strategies
8. Vanasse Hangen Brustlin, Inc.

Evaluation Committee
Evaluation of the proposals was conducted by:

- Nikki Capehart, Urban Affairs Director
- Sharon Wright, Sustainability Manager
- Lisa-Glover Henderson, Senior Energy Efficiency Engineer
- Brian Caper, Economic Development Analyst

Selection Committee Advisors

- Jessica Ellerman, Greenhouse Manager/Small Business Liaison
- Derek Kilborn, Planning Manager
- Cheryl Stacks, Transportation Manager

Evaluation Criteria
The proposals were evaluated on the following criteria:

- Team background and experience
- Project approach, including proven project management and quality control
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants
- Company’s sustainability policies, practices, goals and achievements
Offerors' Profiles

Below is a profile of the offerors and a summary of the strengths and weaknesses of the offerors as reported after the initial independent review.

Buro Happold Consulting Engineers, P.C. is headquartered in New York, NY, and was incorporated in 2009. The firm has been in business for eight years and employs 157 people. The office that will service the city is located in Tampa.

Strengths include: Their experience with cities on SAP and a local plan for St. Petersburg Pier; sub-consultants' experience as outreach partner and Greenhouse Gas (GHG) inventory for U.S. cities; easily understood visual for the project approach and tasks to be performed; good communication and engagement strategies for the project manager; similar projects and use of small business enterprises (SBEs) as sub-consultants;

Weaknesses include: Their STAR experience and visual production partner; proposed 19 month schedule; original proposal did not outline team members; concern with day-to-day team; confidence not high enough in access to team; local firm listed as QT9, but staff works from Atlanta a significant amount of time; GHG inventory staff not present, which would bring confidence.

The proposal marginally meets the City's requirements.

Integral Group. is headquartered in British Columbia, Canada. The team lead has been providing these services for 15 years and employs 120 people internationally.

Strengths include: GHG, producing visual products and strong community engagement experience; partnership with Linnean Solutions on numerous projects and examples of collaborative processes to achieve goals; proposed project approach with timeline and tasks for each; proposed plan to review GHG tools, compared with others; and Excel-based planning tool to track GHG.

Weaknesses include: Their examples of ability to review a large amount of existing studies to summarize a direction; difficult to sense national team and approach as a fit for St. Pete communities.

The proposal does not meet the City's requirements

Kimley-Horn and Associates is headquartered in Raleigh, NC, and was incorporated in 1968. The team lead has been providing these services for 20 years. The office that will service the City is in Tampa and they employ 46 people locally and 2,847 nationally.

Strengths include: Their strong local presence; experience with the City and broad expertise, including the team; STAR, GHG, graphic design, website and community outreach; clarity of organization chart, proposed roles for subconsultants; dedicated staff for data collection; ideas presented for funding opportunities; provided project examples showing policy changes; and efficiency strategy and proposed use of SBEs.

Weaknesses include: Their emphasis on team experience in sustainability and climate action planning was not as strong as desired for the City's GHG inventory; GHG with municipalities; overall policies, practices and goals; proposed project manager experience in water. 
The proposal meets the City's requirements

NRG is headquartered in Houston, TX. They employ 1,500 people nationally. There were no easily defined and identifiable strengths.

Weaknesses include: Their services presented were more appropriate for site development of a building or energy project; lack of information for project approach, relevant project examples, sustainability policies, practices, goals and achievements.

The proposal has major deficiencies and does not meet the City's requirements.

RS&H, Inc. is headquartered in Jacksonville, FL and was incorporated in 1989. They have been providing these services for 14 years. The offices that will service the City are located in Gainesville and Tampa. They employ 67 people in Gainesville and 319 people in Tampa respectively and 981 people nationally.

Strengths include: Their strong east coast of Florida team including a project manager with experience in sustainability master plan for the City of Coral Gables; GHG staff experience conducting inventories for cities; proposed team with relevant project examples; comprehensive QA/QC program and methodology; sustainability policies; technical committee at kickoff meeting; walk-throughs for quick wins and opportunities; use of financial issues to engage skeptics with the return on investment built into plan; tools to share information and for the City to keep; 5 STAR for the City.

Weaknesses: Their lack of diversity, team chemistry, true action plan for engagement and use of MBE/WBE/SBE; use of proprietary software with possible cost to the City; proposed project manager is lead on two tasks and there is not much time allotted for the amount of work. Also, originally proposed bi-monthly calls with the City project manager, community outreach and communications approach are scattered.

The proposal meets the City's requirements.

Stantec Consulting Services, Inc. is headquartered in New York, NY, and was incorporated in 2001. Their proposed project manager has been providing these services for 17 years. The office that will service the City is located in Tampa and they employ 89 people locally and 15,526 nationally.

Strengths include: Their diverse team's proven environmental and engineering capabilities on projects with the City and other municipalities; proposed project manager demonstrated local knowledge and experience with sustainability; strong sub-consultants in website development to engage the community upfront, with the use of social media and “unscheduled meetings,” youth involvement, pop-up shop engagement and the 2020 plan as part of outreach; financial and costing experience with the City; proposed coordination with utilities to tap into their power and transmission groups; weekly calls with City's project manager; use of on-line tools to share content that will remain with the city; 12-month timeline and identification of gaps to ensure STAR & GHG fit in respective frameworks; ISO 9001 certified for project management; use of WBE/DBE and well-developed sustainability policies, practices, goals and achievements.

Weakness include: Concerns about new relationship with local team and Canadian staff; communication in different time zones cause for some concern for the GHG inventory task.
The proposal meets the City's requirements.

The Center for Climate Change Strategies is located in Washington, DC. They have been providing these services for 13 years.

Strengths include: Their team's expansive technical expertise across numerous sectors performing similar plans; strong Florida experience with a local project manager, methodology and QA/QC; outreach approach utilizes existing City communication channels; proposed possible use of SBE.

Weaknesses include: Their lack of communicative deliverables and community outreach that the City is seeking. Approach, team and overall proposal presentation was academic in nature and did not fit the vision for the diversity, outreach, and visually communicative expectations for the City's first ISAP.

The proposal was removed from consideration as it does not meet the City's requirements.

Vanasse Hangen Brustlin, Inc. is headquartered in Watertown, MA, and was incorporated in 1987. The firm has been in business for 30 years and has been providing these services for 23 years. They employ 144 locally and 1,264 nationally. The office that will service the city is located in Tampa.

Strengths include: Their proposal materials, which demonstrated advanced engagement around the City; strong, diverse resiliency team that included an intern; proposed deputy project manager's experience with sustainability action plans; GHG representative's understanding of inventory protocols and potential for multiple approaches and a local engineer to assist with cost estimations; in-house design team, subconsultant that demonstrated understanding of the significant role of infrastructure in sustainability and actions to be taken while planning is ongoing; use of Tropicana redevelopment as a perspective on how ISAP will impact development and need for business engagement; example of 2030 100% clean energy districts; great, local presence with Destination Better for outreach and possibly certified WBE; team members involvement on the Chamber's sustainability committee; detailed organizational chart; proposed investigation of possible opportunity for the City to benefit from Volkswagen settlement and demonstration of wanting to work with the city on video by using members of the community and the CEO who visited the City.

Weaknesses include: Their large team which may possibly affect the budget; concerns of proposed project manager’s lack of experience with local government SAP, proposed time and local oversight; QA/QC are employees and not 3rd party; experience of the lead for the roadmap to 100% clean energy

The proposal significantly exceeds the City's requirements.

Short-listing and Oral Presentations

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. The two finalists were invited to make oral presentations on May 23, 2017, before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses. Following the presentations, the evaluation committee ranked the proposals as follows:
Rank Firm
1. Vanasse Hangen Brustlin, Inc.
2. Stantec Consulting Services, Inc.
4. Buro Happold Consulting Engineers, P.C.
5. RS&H, Inc.

Recommendation for Award

Vanasse Hangen Brustlin, Inc. has met the requirements for RFQ No. 6368 and was determined to be the most advantageous for the City, taking into consideration their advanced engagement around the City and the evaluation criteria set forth in a RFQ.

Vanasse Hangen Brustlin, Inc. was selected for the following reasons:

- Their strong diverse team that included an intern
- Their proposed deputy project manager's experience with sustainability action plans
- Their proposed GHG team member's understanding of inventory protocols
- Their team project examples
- Their upfront inclusion of a local engineer as subconsultant
- Their in-house design team
- Their use of Tropicana Redevelopment and the ISAP impact
- Their proposed community outreach and business engagement approach
- Their team members' involvement on the City's Chamber of Commerce sustainability committee

Sharon Wright, Chair

Lisa Glover-Henderson, Committee Member

Brian Caper, Committee Member

Nikki Capehart, Committee Member
### RFQ No. 6368: Integrated Sustainability Action Plan

**Meeting Date:** Friday, April 28, 2017  
**Time:** 1:30 p.m.  
**Place:** Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members: Sharon Wright, Lisa Glover-Henderson, Nikki Capehart, Brian Caper. Advisory: Derek Kilborn, Jessica Eilerman, Cheryl Stacks, Karen Dewar</td>
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<tr>
<td></td>
<td>Four members of the public were in attendance and one, Ben Siwinski of VHB made comments.</td>
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<tr>
<td>a. Public Comments</td>
<td>Motion by: Sharon Wright to remove NRG from further consideration</td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [KD]</td>
<td>Votes: Affirmative (4)</td>
</tr>
<tr>
<td>d. Identify Chairperson (Sharon Wright)</td>
<td>Motion by: Brian Caper to remove TCFCCS from further consideration</td>
</tr>
<tr>
<td>2. Evaluations of Proposals (Strengths and Weaknesses)</td>
<td>Seconded by: Nikki Capehart</td>
</tr>
<tr>
<td>a. Buro Happold Consulting Engineers, P.C.</td>
<td>Votes: Affirmative (4)</td>
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<tr>
<td>b. Integral Group</td>
<td>Motion by: Brian Caper to remove TCFCCS from further consideration</td>
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<tr>
<td>c. Kimley-Horn and Associates</td>
<td>Seconded by: Nikki Capehart</td>
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<tr>
<td>d. NRG</td>
<td>Votes: Affirmative (4)</td>
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<tr>
<td>e. RS&amp;H, Inc.</td>
<td>Motion by: Brian Caper to remove IG from further consideration</td>
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<tr>
<td>f. Stantec Consulting Services, Inc.</td>
<td>Seconded by: Lisa Glover-Henderson</td>
</tr>
<tr>
<td>g. The Center for Climate Change Strategies</td>
<td>Votes: Affirmative (4)</td>
</tr>
<tr>
<td>h. Vanasse Hangen Brustlin, Inc.</td>
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</tr>
</tbody>
</table>
Motion by: Brian Caper to invite RS&H, Stantec, Vanasse Hangen Brustlin, Buro Happold and Kimley-Horn to make presentations on 5/23/2017
Seconded by: Nikki Capehart
Votes: Affirmative (4)

Action: Committee and advisory staff to send questions by 5/21/2017. Invitations to be prepared and emailed to the 5 shortlisted companies. References to be completed by: LGH-Kimley-Horn & Buro Happold; CS-Stantec; SW-RS&H & Vanasse

Meeting adjourned at 3:50 p.m.
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<tr>
<td>1. Introductions</td>
<td>Committee Members: Sharon Wright, Lisa Glover-Henderson, Nikki Capehart, Brian Caper. Advisory: Derek Kilborn (absent), Jessica Eilerman, Cheryl Stacks, Karen Dewar</td>
</tr>
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<td></td>
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</tr>
<tr>
<td>a. Public Comments</td>
<td>Seven members from VHB were in attendance and declined to make any comments.</td>
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<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [KD]</td>
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<tr>
<td>c. Prohibited Communication - AP #050100 [KD]</td>
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<tr>
<td>2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) - Chair, Sharon Wright</td>
<td>Motion by: Nikki Capehart to rank VHB 1; Stantec 2; Kimley-Horn 3; Buro 4; RSH 5</td>
</tr>
<tr>
<td>b. Kimley-Horn and Associates</td>
<td>Votes: Affirmatives (4)</td>
</tr>
<tr>
<td>c. RS&amp;H, Inc.</td>
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<td>d. Stantec Consulting Services, Inc.</td>
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<tr>
<td>e. Vanasse Hangen Brustlin, Inc.</td>
<td></td>
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<tr>
<td>3. Rank Shortlist</td>
<td></td>
</tr>
<tr>
<td>4. Clarifications/Questions</td>
<td></td>
</tr>
<tr>
<td>5. Adjournment/Dissolution</td>
<td>Committee dissolved at 4:35 p.m.</td>
</tr>
</tbody>
</table>
ATTACHED IS THE CURRENT DRAFT OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND VANASSE HANGEN BRUSTLIN, INC. THAT WILL BE DISCUSSED AT THE JULY 20, 2017, CITY COUNCIL MEETING.
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this _____ day of ____________, 2017 ("Execution Date"), by and between the City of St. Petersburg, Florida (the "City") and Vanasse Hangen Brustlin, Inc. (the "Consultant").

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1.0 – DEFINITIONS

1.1 "Consultant" shall mean Vanasse Hangen Brustlin, Inc.

1.2 "Consultant Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the Consultant.

1.3 "City" shall mean the City of St. Petersburg, Florida.

1.4 "City's Project Manager" shall mean the individual designated in writing by the City as the City's Project Manager.

1.5 "Day(s)" or "day(s)" shall mean calendar days, unless otherwise set forth in this Agreement.

1.6 "Deliverables" shall mean all data, reports, studies, correspondence, and all other materials produced and developed by the Consultant pursuant to this Agreement.

1.7 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

1.8 "Parties" shall mean the City and the Consultant.

1.9 "Project" shall mean the development of an integrated sustainability action plan.

1.10 "Scope of Services" means those services set forth in Section 4.0 that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.

SECTION 2.0 – TERM OF AGREEMENT

2.0 The Consultant’s time of performance for the Scope of Services shall commence on the Execution Date and shall be completed when the Consultant has completed
the Scope of Services and provided all of the Deliverables required by and in accordance with this Agreement ("Term"), unless this Agreement is otherwise extended or terminated as provided for herein.

SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

3.1 The Consultant is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.

3.2 The Consultant shall be responsible for signing and sealing plans and specifications if required by this Agreement.

3.3 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.

3.4 The Consultant will become familiar with the Project site(s).

3.5 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.

3.6 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.

3.7 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.8 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.

3.9 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that
are consistent with reasonable professional practices and the best interest of the City.

3.10 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.

3.11 The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables.

3.12 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the “Intellectual Property”). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant's use of the Intellectual Property.

SECTION 4.0 — SCOPE OF SERVICES

4.1 The detailed services that the Consultant shall perform for the City are set forth in Appendix A, which is attached hereto and made apart hereof.

SECTION 5.0 — CITY’S RESPONSIBILITIES

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

SECTION 6.0 — COMPENSATION: INVOICE

6.1 Provided that the Consultant faithfully performs its obligations contained in this Agreement, the City hereby agrees to pay the Consultant on a time and materials basis pursuant to the rates and total expenses set forth in Appendix B; provided, however that the total amount paid to Consultant for performing the Scope of Services and providing the Deliverables pursuant to this Agreement shall not exceed two hundred forty seven thousand four hundred fifty dollars ($247,450) (“Payment”). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The Payment shall only be increased in strict accordance with this Agreement.
6.2 The Consultant shall invoice the City on a monthly basis and the City shall pay the Consultant within forty-five (45) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement). The invoice shall be in the form and contain the detail required by the City's Project Manager.

SECTION 7.0 — NON-COMPENSATED SERVICES

7.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by the Consultant or any Consultant Representative.

7.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

SECTION 8.0 — INDEMNIFICATION

8.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, (collectively, the “Indemnified Parties”) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any Consultant Representative in the performance of this Agreement.

8.2 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

SECTION 9.0 — INSURANCE

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

Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least $1,000,000 per occurrence and $2,000,000 aggregate. This policy shall include coverage for personal injury, death, damage to property, and destruction of property. This policy shall also include contractual liability coverage that provides and pays for a defense for all claims or demands covered by Consultant’s indemnification obligations under this Agreement and that is in an amount sufficient to cover the Consultant's indemnification obligations under this Agreement.
Worker Compensation Insurance in compliance with the laws of the State of Florida.

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

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

Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by the Consultant pursuant to this Agreement with a limit of $1,000,000 per occurrence, or if the policy is on a claims made basis with a limit of $1,000,000 and an extended reporting period of at least 90 days. Whether an occurrence or a claims made policy, in addition to the certification of insurance a letter from insurer as to the amount of claims payments and reserves chargeable to the aggregate amount of the liability coverage is required.

9.2 All insurance companies furnishing insurance coverage required by this Agreement shall be licensed and authorized to do business under the laws of the State of Florida and have no less than an “A-” Financial Rating or higher according to the most current edition of AM Best’s Insurance Reports or similar.

9.3 The Consultant shall provide the City with Certificate(s) of Insurance on all the required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insureds with the exception of Worker’s Compensation and Professional Liability.

9.4 Each policy shall provide that the insurance company shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in the policy.

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

9.6 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 10.0 – OWNERSHIP OF DELIVERABLES

10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables
shall be submitted to the City prior to the City issuing final payment to the Consultant.

10.2 The City acknowledges that the Deliverables are not intended or represented to be suitable for revision by the City, or others, for purposes other than that for the Scope of Services which said Deliverables were prepared. Any reuse or modification of the Deliverables without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and the Consultant shall not be liable or responsible for any claims arising from the City's reuse or modification of the Deliverables without written verification or adaptation by the Consultant.

SECTION 11.0 — SUBCONTRACTS

11.1 The Consultant may hire or use subcontractors or subconsultants in connection with the performance of the Consultant's obligations under this Agreement. Unless context clearly indicates otherwise, the terms "subcontractor" and "subconsultant" shall be interchangeable in this Agreement, and the terms "subcontract agreement" and "subconsulting agreement" shall likewise be interchangeable in this Agreement.

11.2 The Consultant shall give advance notification to the City's Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:

A description of the supplies or services called for by the subcontract or change to an existing subcontract.

Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

The proposed subcontractor price.

11.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant's retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.
11.4 The Consultant shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this Section 11.4.

SECTION 12.0 – DISPUTES

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to the Consultant. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the City's Project Manager a written notice of dispute.

12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitrative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 – SUSPENSION OF SERVICES

13.1 The City's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.

13.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of
Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.

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

SECTION 14.0 — TERMINATION

14.1 TERMINATION FOR CONVENIENCE

14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City’s Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.

14.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

14.1.3 The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant’s sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other
liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

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

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

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

15.0 — PROHIBITED INTEREST

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

16.0 — FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and Section 22.0 of this Agreement, all Deliverables produced or developed by the Consultant or any City data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than the Consultant or any Consultant Representative, by the Consultant without prior written consent from the City.
17.0 — GENERAL PROVISIONS

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

17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

17.3 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City Council in its sole and absolute discretion.

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

17.5 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; the federal and state constitutions; and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including those related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Florida Executive Order 11-02, and Florida laws regarding public records. The Consultant shall also comply with the City's policies, procedures, and executive orders and with any technical standards provided to the Consultant by the City.

17.6 This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, the Consultant, and the Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.

17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
17.8 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, following termination or expiration of this Agreement. The Consultant shall bear the costs associated with the retention of books, records and documentation. Nothing in this Section 17.8 shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

17.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

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

17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

17.12 Each appendix to this Agreement, including attachments to an appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.

17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
17.15 The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.

17.16 Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.

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

17.18 All Deliverables shall be made available to the City upon request and shall be considered public records unless they are exempt from disclosure under Florida laws regarding public records.

17.19 Time is of the essence of this Agreement and each of its provisions.

17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix; (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) the attachments to and materials referenced in the an appendix.

17.21 For purposes of this Agreement, any required written permission, consent, 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 the City Council pursuant to the City Charter or applicable Laws.

SECTION 18.0 — CONTRACT ADJUSTMENTS

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

18.2 There shall be no modification of the Payment on account of any Contract
Adjustment made necessary or appropriate as a result of the mismanagement,
improper act, or other failure of the Consultant or any Consultant Representative
to properly perform their obligations and functions under this Agreement.

18.3 Notwithstanding anything to the contrary contained in this Agreement, there shall
be no change in the Payment, the Term of this Agreement or the Scope of Services
except through a written amendment to this Agreement signed by authorized
representatives of the Parties.

SECTION 19.0 – NOTICE

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

City:

City of St. Petersburg, Florida
Sharon Wright, AICP, LEED AP BD+C, ENV SP
Sustainability Manager, Mayor's Office
PO Box 2842
City of St. Petersburg, FL 33731
727.551.3396
sharon.wright@stpete.org

Consultant:

Vanasse Hangen Brustlin, Inc.
Ben Siwinski, CM, ENV SP, LEED Green Associate
Senior Planner/Managing Director – Gulf Coast
501 E. Kennedy Boulevard
Suite 1010
Tampa, FL 33602
P 813.327.5424  M 727.631.1800
bsiwinski@vhb.com
19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0— SCHEDULE

20.1 The Consultant shall perform the Scope of Services in accordance with the schedule mutually agreed upon by the Parties in writing; provided that the total time for Consultant to complete the Scope of Services and provide the Deliverables required pursuant to this Agreement shall not exceed sixteen (16) months. The schedule mutually agreed upon by the Parties may be revised by the City’s Project Manager after consultation with the Consultant.

SECTION 21.0— PERSONNEL

21.1 The Consultant shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the City’s prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work and services required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the City determines is not performing the Scope of Service to the City’s satisfaction. Before a written request is issued, authorized representatives of the City and the Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use
its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the Consultant to terminate a person’s employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

22.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by the Consultant shall be provided to the City in a format approved by the City.

22.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST N., ST. PETERSBURG FL 33701.

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

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the
day and date first above written.

VANASSE HANGEN BRUSTLIN, INC.  
Sign: ____________________________  
Print: ____________________________  
Title: ____________________________

WITNESSES
Sign: ____________________________  
Print: ____________________________

CITY OF ST. PETERSBURG, FLORIDA
Sign: ____________________________  
Print: ____________________________  
Title: ____________________________

ATTEST

______________________________  
City Clerk  
(SEAL)

Approved as to Content and Form

______________________________  
City Attorney (Designee)

Document No. 332272
POWER OF EXECUTION

I, ________________________________, certify that I am the __________________________________ of ____________________________________, that ________________________________ who signed this Agreement, was authorized to so execute this Agreement; that said Agreement was duly signed for and on behalf of said ________________________________.

By: ________________________________

Date Executed: _________________
Appendix A – Scope of Services

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

The following definitions will apply when defining responsibilities:

"Consultant Team" means the Consultant and any Consultant Representative.

"ISAP or Plan" means the Integrated Sustainability Action Plan.

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

The seven (7) tasks of the Scope of Services and the services, activities, responsibilities, and work product that will be performed or provided by Consultant in accordance with the Agreement are as follows:

**Task 1: Project Management and QA/QC**

For a complex first effort for the City, effective Project management will include ongoing clear communication and organization. Consultant tasks will include:

a. Project kickoff and closeout
b. Team and client management
c. Scope, schedule, budget management
d. Deliverable and QA/QC management

The scope, budget, and schedule will include time for quality assurance and quality control reviews of data collection, calculations, and reviews of memorandums, reports technical information, and other interim, draft, and final Deliverables. The Consultant shall conduct a QA/QC process that will include reviews by experienced staff who are not part of the core team or day to day, in addition to core or peer teams review as appropriate. Evidence of QA/QC in the form of simple logs or signatures will be included with all Deliverables.
Task 1.1  Project Administration
During the term of the agreement, the Consultant Team shall monitor Project progress and budget, prepare progress reports and invoicing, coordinate with the City Project Manager, and develop a condensed Project Management Plan (provided electronically) for the Consultant Team and City. The Project Management Plan will include:

- This Scope of Services
- Schedule mutually agreed upon by the parties
- Project Organization Chart (with contact information)
- Communications protocol
- QA/QC template
- Memo template
- SharePoint User’s Guide

Task 1.2  Project Kick-Off Meetings
The Consultant Team shall meet with City representatives as identified by the City Project Manager. The Kick-Off meeting will be attended by up to six (6) Consultant Team members in person and one (1) Consultant Team member by phone/webinar, and will consist of a presentation that will provide an overview of the Project and process, an interactive session to discuss the availability of data, issues to be addressed in the planning effort, and a plan for initial meetings/outreach to City and external stakeholders as part of Task 2. This Kick-Off meeting will serve as an opportunity to set expectations, clarify the planning process and schedule, and discuss any potential issues or concerns.

Prior to this Kick-Off meeting, the Consultant shall meet and coordinate with the City Project Manager to confirm agenda, participants, and content to be covered.

Task 1.3  Project Coordination Meetings
The Consultant Team shall meet with the City Project Manager regularly throughout the course of the Project. On average, one coordination meeting with the City Project Manager will occur every two weeks during the term of the Agreement. For the purposes of this scope of work, the Consultant Team shall conduct twenty-two (22) coordination meetings (no more than one hour in length) with the City (thirteen [13] will include two members of the Consultant Team and nine [9] will include four members of the Consultant Team).

Additional regular, Consultant Team only meetings will occur during the term of this Agreement to discuss Project tasks, responsibilities, schedules and QA/QC status. Up to twenty-four (24) Consultant Team only coordination meetings will occur, and last 30 minutes each.
**Task 1.4 Quality Assurance/Quality Control**

Consultant shall complete a series of quality checks for each Deliverable focusing on analysis methodology, results, consistency, and technical and editorial excellence. Specifically, the QA/QC process for this Project will consist of the following steps:

<table>
<thead>
<tr>
<th>Step</th>
<th>Responsible Team Member</th>
<th>Action</th>
<th>QA/QC Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Primary Technical Author</td>
<td>Prepare complete draft</td>
<td>Entire document for completeness</td>
</tr>
<tr>
<td>2</td>
<td>Technical Reviewer</td>
<td>Technical review</td>
<td>Content, technical accuracy, completeness, writing style</td>
</tr>
<tr>
<td>3</td>
<td>Detail Checker</td>
<td>Editing review</td>
<td>Numbers, tables, figures, typos, punctuation</td>
</tr>
<tr>
<td>4</td>
<td>Project Management</td>
<td>Document QA/QC process and approve for printing or submittal</td>
<td>Confirm proper QA/QC process and conduct page-through review</td>
</tr>
</tbody>
</table>

Consultant shall document each step in the process a Quality Tracking Sheet and kept in the Project file (electronically and in hard copy). This overall process will be followed for material prepared by the entire Consultant Team and accounted for in the Project schedule.

**Task 1 Deliverables (all items provided electronically only in the format agreed upon with City Project Manager) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Plan (one draft, one final version)</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Kick-off Meeting</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Coordination Meetings (with agendas, notes)</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>Monthly progress reports with invoice</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>Quality Tracking Sheets</td>
<td>Ongoing (total schedule)</td>
</tr>
</tbody>
</table>

**Task 1 Meetings:**

- One in-person kick-off meeting with the City and up to four members of the Consultant Team
- Up to 22 coordination meetings with the City and between 2 and 4 Consultant Team members
- Up to 24 internal coordination meetings with the Consultant Team (with up to 5 members of team in meetings on average)

**Task 2: Public, Business, and City Stakeholder Engagement**

Outreach and engagement will include various formats for input and outreach focused on the public, business community, and the City. Public, interactive forums and internet accessibility will be included. Consultant understands that engagement will be mindful of community diversity, equitable investments, and culturally appropriate resources.
Task 2.1  City ISAP Team, Sustainability Group, Executive Commission and City Council

The City and Consultant Team shall establish the following groups to aid in outreach and engagement efforts:

- City ISAP Team – will include the core group of City staff, including its Project Manager, to guide the development of the plan.
- Sustainability Group - will include stakeholders with various expertise to add value to discussions within various sustainability focus areas. Citizens and representatives from businesses, educational and health institutions, non-profit/community-based organizations including those focused on equity and environmental and economic challenges, County, utilities, Chamber of Commerce, and neighborhoods or neighborhood associations, and include experts in energy, transportation, land use, building design, urban forestry, urban agriculture and food availability, healthy communities, economic development, coastal resiliency.
- Executive Commission that will include Mayor, business and community leaders, and select city directors.

The City ISAP Team, Sustainability Group, and Executive Commission will be convened three times each for an average of two hours each meeting (nine total meetings – 18 hours). General topics for each meeting will consist of:

- **Meeting #1: Visioning, Goals, and Objectives** – present baseline information, “ground-truthing” of baseline information, identify areas of greatest need for improvement, and areas of greatest concern among stakeholders; output of this meeting will include confirmation of focus areas and groups, goals and objectives to be further refined by Consultant Team and City.
- **Meeting #2: Identify Potential Initiatives** – break out into focus area groups to identify key strategies for achieving goals/objectives; also at this meeting Consultant Team shall bring potential evaluation criteria to get the groups’ buy-in and do ranking of the criteria; output of this meeting will allow for evaluation of potential initiatives within screening tool.
- **Meeting #3: Implementation Planning** – discuss public input, business input, and prioritized initiatives (based on screening tool evaluation) and implementation plan, including who leads/supports, leveraging of partnerships, financial and staffing resources, key steps, and timing.

Separate from the meetings with the Sustainability Group, Executive Commission and ISAP Team, the Consultant Team shall also meet with no fewer than six (6) department representatives of the City individually to discuss their roles in the sustainability program. Potential departments could include (but are not limited to) Engineering, Procurement, Water Resources, Fleet, Police, Parks & Recreation, Sanitation, Planning & Economic Development, Real Estate, Stormwater, Technology Services, Budget & Finance, Housing, or Neighborhood Affairs.

The Consultant Team shall also present ISAP progress and findings at two (2) Energy, Natural Resources, and Sustainability (ENRS) Committee and/or Committee of the Whole (COW) meetings (two meetings total).

The Consultant Team shall prepare all meeting materials and develop draft agendas for review by the City before the meetings required herein. The Consultant Team shall also develop meeting notes from each session for review and comment by the City.

Task 2.2  Public Outreach and Engagement

Outreach to the community will include various methods – large group meetings, smaller targeted opportunities, and one-on-one listening sessions. In tandem and under direction of the City, the Consultant Team shall develop a
brief Public Outreach and Engagement Plan in accordance with the schedule of this Project to determine the most effective ways of reaching the public in all areas of the City.

City will be responsible for meeting logistics related to room reservations, contact lists, refreshments, if any, coordination of City staff and posting and advertising public meetings as needed. City will review agendas, meetings notes, and support materials from Consultant.

Consultant will be responsible for Draft and Final Public Engagement Plan, engagement strategies, and support materials that may include maps, group exercises, and communication of technical materials.

Task 2.3 Business Community Outreach and Engagement
The Consultant Team shall facilitate three (3) business sessions in one day at The Greenhouse, focused on large corporation CEO’s, St. Petersburg small businesses, and St. Petersburg Area Chamber of Commerce committee leadership.

- **CEO/Executive Roundtable:** The Consultant Team shall conduct one (1) roundtable event with area CEO/Executives, which will include the following activities to be conducted by the Consultant Team:
  - Research local large companies’ sustainability plans
  - Identify area CEO/Executives to host at the roundtable event
  - Prepare introductory material to provide to CEO/Executives prior to the event

The event will obtain feedback on areas of concern/opportunity and identify possible areas in which the City’s ISAP could benefit their business objectives.

- **St. Petersburg Chamber of Commerce outreach:** The Consultant Team shall conduct one (1) workshop with Chamber of Commerce Committee leaders such as, but not limited to, the Sustainability Committee, Public Policy, Diversity & Inclusion, Transportation and Executive committees.

- **Small business outreach:** The Consultant Team shall conduct one (1) small business workshop to reach beyond the Chamber to local business associations, local business leaders, and area developers.

Task 2.4 Internet-based Outreach
The Consultant Team shall utilize online surveys, polling, and social media communications to drive people to the City’s sustainability website (http://www.stpete.org/sustainability/) and to solicit input and feedback from the public. The Consultant Team shall prepare a combination of up to three (3) polls, discussion questions, or other items monthly (and monitor any public responses monthly) to provide to the City for posting on the sustainability website for the purpose of engaging individuals online that may not be able to or interested in attending in-person outreach events. The Consultant shall provide up to 6 monthly response summaries during the term of the Agreement.
Task 2 Deliverables (all items provided electronically only in the format agreed upon by City Project Manager) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach materials (agendas, notes, presentations) for following meetings:</td>
<td>75 days (first meetings) after execution of Agreement</td>
</tr>
<tr>
<td>Three (3) ISAP Team meetings</td>
<td></td>
</tr>
<tr>
<td>Three (3) Sustainability Group meetings</td>
<td></td>
</tr>
<tr>
<td>Three (3) Executive Commission meetings</td>
<td></td>
</tr>
<tr>
<td>Two (2) ENRS Committee and/or COW meetings</td>
<td></td>
</tr>
<tr>
<td>One day at The Greenhouse with the following meetings:</td>
<td></td>
</tr>
<tr>
<td>• CEO/Executive Roundtable</td>
<td></td>
</tr>
<tr>
<td>• St. Petersburg Chamber of Commerce outreach</td>
<td></td>
</tr>
<tr>
<td>• Small Business outreach</td>
<td></td>
</tr>
<tr>
<td>Public Outreach and Engagement Plan (one draft, one final)</td>
<td>Draft and Final 30 days after execution of Agreement</td>
</tr>
<tr>
<td>Online engagement material for City’s sustainability website:</td>
<td>60 days (first materials) after execution of Agreement</td>
</tr>
<tr>
<td>Up to three (3) polls</td>
<td></td>
</tr>
<tr>
<td>Up to six (6) discussion questions</td>
<td></td>
</tr>
<tr>
<td>Up to 6 monthly response summaries provided to City</td>
<td></td>
</tr>
</tbody>
</table>

Task 2 Meetings:

- Three (3) City ISAP Team, Sustainability Group and Executive Commission meetings
- Six (6) City department leader interviews
- Two (2) ENRS Committee and/or Committee of the Whole meetings
- One day at The Greenhouse with the following meetings:
  - CEO/Executive Roundtable
  - St. Petersburg Chamber of Commerce outreach
  - Small Business outreach
- Various public outreach and engagement meetings (format to be finalized upon Consultant completion of the Public Outreach and Engagement Plan and agreed upon by City Project Manager)
Task 3: Greenhouse Gas (GHG) Inventory

The GHG inventory will include development of widely-accepted methodology, data collection, analysis and documentation. Timely completion of this task is dependent on responsiveness of data holders to data requests.

Task 3.1 Methodology Development

The Consultant Team shall review relevant, industry-accepted tools for GHG emission inventory and analysis methodology and reporting. The City expects to disclose and track GHG emissions and other sustainability information with the international community of cities and other jurisdictions addressing similar issues. A methodology that makes sense within City government and for tracking and reporting on a comparable, national scale will be important to successfully meeting goals. With the goal of full disclosure, the City also needs to balance staff and financial resources with the many organizations, memberships, and reporting tools available.

The Consultant Team shall determine the parameters and methodology for developing both the municipal operations inventory as well as the community-wide inventory. Parameters include determination of the most appropriate baseline year, boundaries, sectors and sources of emissions to be included, and forecasting factors. The methodology will indicate the emissions inventory protocols to be used as well as any tools to be utilized in the development of the inventories. The Consultant Team shall develop a GHG Inventory Methodology Technical Memorandum for review and approval by the City prior to proceeding with analysis.

Task 3.2 GHG Inventory Data Collection

Based on the parameters and methodology defined in Task 3.1, the Consultant Team shall develop a data needs matrix accompanied by likely sources of the data and templates/letters to be used for requesting that data. Using this data collection matrix and in close coordination with City staff and other data holders, the Consultant Team will collect data for the determined baseline year.

The Consultant Team, in coordination with City staff, will reach out to Duke Energy (the energy utility company serving the City) to request all data needed for both the government operations inventory and the community-wide inventory. The Consultant Team will utilize approaches and templates used for similar past Projects and approved by the City Project Manager to effectively communicate the needed data to the utility representative(s). For community-wide data, the Consultant Team shall support City staff in coordination with the utility to solicit only data that adheres to privacy restrictions. Therefore, energy data will be requested by rate class or similar structure for accounts within the City boundary, but will not require specific addresses or account names, to protect individual privacy. The Consultant will support the City in acquiring energy data from organizations that would voluntarily like to contribute data to ground-truth assumptions, development of benchmarking, and assistance with energy use and cost reduction. This data will also support analysis for the 100% clean energy roadmap development.

The Consultant Team will collected and synthesize raw data and enter it into tools as defined in Task 3.1. For City government operations, an appropriate “mapping” of utility data to end user facility/account is necessary to appropriately report on GHG emissions, and for effective decision-making move forward. The Consultant Team shall coordinate with the City to utilize existing utility mapping and to address any gaps in that process. All raw data and account mapping will be saved, organized by scope and sector, and sources documented for handoff to the City.
Task 3.3 GHG Inventory Analysis
The Consultant Team shall carry out calculations for the GHG inventory in accordance with the protocols defined in Task 3.1. Any necessary variation from standard calculations or methodology, as well as any assumptions required based on availability of data shall be thoroughly documented by the Consultant.

Raw activity data, locally relevant emissions factors, and global warming potential factors will be utilized to calculate GHG emissions (inclusive of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride). Individual source and sector emissions will be totaled according to “scopes” in accordance with the established protocols.

The Consultant Team shall also conduct a high-level emissions forecast that will account for a “business as usual” scenario as well as one for reaching 100% clean energy by a predetermined date. The forecast will utilize reliable industry factors and assumptions (such as those provided by the US Department of Energy – Energy Information Administration) to carry out the forecast analysis. The inventory analysis and forecast will provide an understanding of largest sources of emissions within the City and, therefore, the greatest opportunities for reductions. Reduction strategies will be identified, assessed, and prioritized throughout Tasks 5, 6, and 7 and will utilize the results of this inventory to quantify reduction potential for each strategy.

Consultant Team shall conduct a rigorous QA/QC process set forth in this Scope of Services on the GHG inventory process. An initial QA/QC of raw data will occur prior to any calculations. Each set of calculations for the respective sector/source of emissions (for example – wastewater process emissions) will be individually QA/QC’d by a member of the Consultant Team other than the person who conducted the calculations. Finally, the entire inventory will be QA/QC’d to ensure that totals are summed correctly by appropriate scope and that the distribution of emissions “makes sense” overall and is relatively consistent with other similar communities. Any red flags, outliers, or errors will be investigated and addressed and an additional round of QA/QC will be conducted prior to final documentation.

Task 3.4 GHG Inventory Documentation
The Consultant Team shall write up a detailed methodology for both the Government Operations Inventory and the Community Wide Inventory and will provide all raw data, calculations, and assumptions in an organized file system, along with any tools utilized to the City. The Consultant Team will also create a brief executive summary style document that summarizes the findings of both inventories, their relevance to each other, and consistency with other similar inventories and reporting within the region. The summary documents will include tables and charts to provide visually engaging and easy-to-read findings that can be distributed both internally and to the public.

Once the inventory task is complete, the Consultant Team shall meet with City staff to provide a presentation on summary of findings, recommendations, and to provide any necessary training and hand-off of data and tools. The Consultant Team will video the presentation and provide to the City for future training after the planning process is complete.
Task 3 Deliverables (all items provided electronically only in the format agreed upon by the City Project Manager) and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHG Inventory Methodology Technical Memorandum (one draft with comments to be rolled into report)</td>
<td>30 days after execution of Agreement</td>
</tr>
<tr>
<td>Data needs and collection matrix</td>
<td>60 days after execution of Agreement</td>
</tr>
<tr>
<td>Final GHG Inventory Methodology Report</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>GHG Inventory Executive Summary Report (one draft version, one final version)</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>Organized directory of data files, templates, and tools</td>
<td>Month 7 after execution of Agreement</td>
</tr>
<tr>
<td>Presentation to City staff on findings/training</td>
<td>Month 7 after execution of Agreement</td>
</tr>
</tbody>
</table>

Task 3 Meetings:

- One (1) GHG emissions inventory methodology meeting with the City with up to three (3) Consultant Team representatives (to occur during Project Kick-off Meetings [Task 2.1] or by webinar hosted by VHB)
- Up to two (2) conference calls with City Project Manager and other relevant City staff to discuss data collection needs and status (additional discussion can occur in regular Project Coordination Meetings [Task 1.3])
- One (1) GHG emissions inventory findings meeting (including presentation of findings, training on inventory, tools, and approach) with the City with up to three (3) Consultant Team representatives (to occur concurrently with Meeting #2 identified in Task 2.1 or by webinar hosted by VHB)
- Consultant shall support City staff for one (1) GHG emissions inventory findings meeting with the ENRS Committee

Task 4: Baseline Assessment

In addition to the GHG inventory, which is an important component of City's baseline assessment, the Consultant Team shall also do a thorough baseline assessment across all relevant data, plans, and other documents that speak to the City's historic sustainability-related actions, performance, and future goals. Task 2 outreach activities will result in a definition of plan focus areas, based at least in part on the STAR Community assessment. The baseline assessment will be arranged per the plan focus areas.

Task 4.1 Baseline Assessment Data Collection

The Consultant Team shall collect and review relevant plans and policies including but not limited to the following:

- Comprehensive Plan
- Complete Streets
- Stormwater master planning
- CRS information
- Grow Smarter Strategies
- 2020 & Southside-related plans
- STAR Communities assessment
- Regional sea level rise projections
- County vulnerability assessment
- TBRPC Florida Energy Resilience Strategy
- TBEP Charting the Course Management Plan
- Select resiliency examples outside region
The Consultant Team shall identify additional data needs (separate from energy and GHG-related data summarized in Task 3) and collect any additional available data.

Data and information will be stored and organized in a Project SharePoint site developed and maintained by the Consultant Team. The data will be available to the City and Consultant Team throughout the term of the Agreement.

**Task 4.2 Baseline Resiliency/Vulnerability Assessment**

The Consultant Team shall build off existing resiliency efforts, including both the Pinellas County-City partnership for assessing vulnerabilities as well as the Urban Land Institute (ULI) Tampa Bay’s Resilient City Workshop to conduct a vulnerability assessment for St. Petersburg that will inform resiliency planning, inclusive of social, economic, and physical resiliency.

Using existing studies, modeling/projections of climate impacts, and mapping of the community, the Consultant Team shall assess vulnerability infrastructure and vulnerable populations within the City, and summarize current and planned resiliency efforts. Consultant Team activities will include the following:

- Review climate projections (ensure consistency with local/regional efforts)
- Preliminary identification of key impacts/exposure and critical assets/sectors impacted
- Vulnerability workshop with key City staff and stakeholders determined by City and Consultant – intent of this workshop is not to duplicate the ULI workshop, but rather to focus in on identified impacts and discuss with those who know best, what are the greatest areas of vulnerability, greatest areas of adaptive capacity, and which vulnerabilities need to be prioritized for short-term action (to occur concurrently with meetings identified in Task 2.1 or by webinar hosted by VHB)
- Summarize vulnerabilities (matrix format)

**Task 4.3 Baseline Assessment Documentation**

The Consultant Team shall document the findings of the baseline assessment inclusive of the Vulnerability Assessment in a report and supporting technical documents. The Consultant Team shall also provide an executive summary and presentation for sharing with stakeholders to further guide development of goals, objectives, and strategies.

**Task 4 Deliverables (all items provided electronically only) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project SharePoint site (organized and maintained) with</td>
<td>Ongoing (total schedule)</td>
</tr>
<tr>
<td>instructions</td>
<td></td>
</tr>
<tr>
<td>Vulnerability Matrix</td>
<td>Month 6 after execution of Agreement</td>
</tr>
<tr>
<td>Baseline Assessment Report and Executive Summary Report</td>
<td>Month 6 after execution of Agreement</td>
</tr>
</tbody>
</table>

**Task 4 Meetings:**

- One (1) Vulnerability workshop (two hours) with the City and up to three (3) Consultant Team representatives (to occur with meetings identified in Task 2.1 or by webinar hosted by VHB)
**Task 5: 100% Clean Energy Roadmap**

Consultant Team shall develop a roadmap for achieving 100% clean energy to guide the City to meet this ambitious target. The development of the roadmap will occur concurrently with all other Tasks of this Project, but specifically will include the following:

- **Baseline Assessment**
  - Leverage the energy data collected for the GHG Inventory to assess current baseline of energy consumption, sources, and associated emissions
  - Regulatory review to determine what programs, rebates, tax credits, incentives, etc. currently apply to the St. Petersburg area
  - Review of current procurement and contractual conditions with the utility

- **Strategy Identification**
  - Outline potential regulatory structures that could be leveraged
  - Assess opportunities for clean energy options within short-term contracting with utility
  - Identify and evaluate strategies to promote renewable energy and energy efficiency for homes/businesses
  - Document examples of common long-term structures used to incentivize renewable energy that could be considered (including, but not limited to, formation of a municipal utility, updating building codes, net-metering, renewable energy incentive programs, and a renewable portfolio energy standard)
  - Coordinate with stakeholders via the Sustainability Group and Executive Commission to discuss renewable policy ideas (as part of Meeting #2 described in Task 2.1)

- **Implementation Plan**
  - Short term strategies that focus on reducing energy consumption/increasing efficiency and promoting renewables through existing means will be identified
  - Longer term strategies with critical interim steps will be developed that focus on utility agreements and structure will also be identified
  - A likely recommendation coming out of this effort will be the development of a steering committee or similar group that will drive the implementation of the roadmap.

Consultant shall integrate all Deliverables and meetings associated with the 100% Clean Energy Roadmap task into Task 4.3 (Baseline Assessment Documentation), Task 6 (Identify and Evaluate Strategies), and Task 7 (Develop Implementation Strategy and Cost Estimates).

**Task 6: Identify and Evaluate Strategies**

The Consultant Team shall identify potential sustainability strategies and initiatives based on conducting Tasks 2 through 5 and including:

- STAR Communities objectives and actions
- Sustainability Group, Executive Commission, and public input (all formats including online input)
- Project team (City and Consultant Team) best practices knowledge/experience
There will likely be a long list of potential initiatives. Based on experience with similar efforts, the Consultant Team shall synthesize this list to remove duplicative strategies or combine ideas with similar intent. City staff will lead the effort of using the STAR Communities assessment to identify Projects and policies to further support STAR objectives. With coordination and support from the Consultant Team, the results of this task will be integrated into the ISAP planning process.

The Consultant Team shall then evaluate strategies using VHB’s Sustainability Planning Optimization Tools (SPOT) Selector tool. Strategies will be evaluated across a set of evaluation criteria, proposed by the Consultant Team, and confirmed with the Executive Commission. Applicability to STAR Communities outcomes will be assessed as part of the evaluation. High-level cost/benefit (ranges of high, medium, low) will be assessed at this stage that includes high level economic valuation of the social and environmental benefits of proposed strategies. The Consultant Team shall work closely with City to determine timeframe (within 5-year implementation timeframe or long-term). Highest scoring strategies will be further developed for implementation and cost estimates as described in Task 7.

**Task 6: Deliverables (all items provided electronically only in the format agreed upon by City Project Manager) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPOT Selector tool with:</strong></td>
<td>Month 10 after execution of the Agreement</td>
</tr>
<tr>
<td>• Collection of strategies with descriptions,</td>
<td></td>
</tr>
<tr>
<td>• Arranged by focus area category,</td>
<td></td>
</tr>
<tr>
<td>• Screened and prioritized per City-defined screening criteria</td>
<td></td>
</tr>
<tr>
<td><strong>Summary of integrating various initiatives to meet multiple sustainability goals to maximize return on investment.</strong></td>
<td>Month 10 after execution of the Agreement</td>
</tr>
<tr>
<td><strong>Identify initiatives and strategies for early implementation (during the planning process)</strong></td>
<td>Month 4 after execution of the Agreement</td>
</tr>
<tr>
<td><strong>Detailed outline of the ISAP document, including:</strong></td>
<td>Month 8 after execution of the Agreement</td>
</tr>
<tr>
<td>• Focus area chapter structure</td>
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</tr>
<tr>
<td>• Goals and objectives</td>
<td></td>
</tr>
<tr>
<td>• Baseline data</td>
<td></td>
</tr>
<tr>
<td>• Prioritized initiatives with brief descriptions</td>
<td></td>
</tr>
<tr>
<td>• <em>Not a complete full draft of the ISAP since implementation details will be determined in the next task</em></td>
<td></td>
</tr>
</tbody>
</table>

**Task 7: Develop Implementation Strategy and Cost Estimates**

Based on the prioritized strategies identified in Task 6, the Consultant Team shall develop an implementation strategy that will support a 5-year program with some additional guidance for long-term implementation. The Consultant Team understands that the ISAP is expected to be a data-driven plan with clearly defined goals and metrics, the projects that support them, and projected advancements in STAR ratings and financial and sustainable ROI. Potential partnerships (public and private), City government, and external funding sources will also be identified.
for implementation. Also, funding sources such as green revolving funds, energy performance contracts, and green bonds should be evaluated and summarized as funding opportunities related to overall or specific strategies.

The Consultant Team shall develop preliminary notes on implementation for all prioritized short-term initiatives. This effort will, in part, be completed during the course of evaluating the strategies during Task 6 (since feasibility of implementation will be a likely criteria for evaluation).

With these preliminary notes on implementation approach in hand, the Consultant Team shall conduct the third round of meetings with the Sustainability Group and Executive Commission to review all prioritized initiatives and discuss steps for implementation, who will lead/support, opportunities to create or leverage partnerships and resources, additional funding/technical resources needed.

A small but diverse set of investments will be assessed and evaluated by the Consultant Team over a long-term study period using Triple Bottom Line Cost Benefit Analysis (TBL-CBA). TBL-CBA is a systematic evidence-based economic business case framework that uses best practice Life Cycle Cost Analysis (LCCA) and Cost Benefit Analysis (CBA) techniques to quantify monetary values to the TBL impacts resulting from an investment. TBL-CBA expands the traditional financial reporting framework (such as capital, and operations and maintenance costs) to consider social and environmental performance. This will allow the City and the Consultant Team to fully account for the sustainability objectives in an economic business case for a more complete picture of the value of a strategy, project, or program. The investments will include project and policy-related investments limited to green stormwater infrastructure (GI) and low impact development (LID), as well as buildings-related investments and policies.

Based on this input, the Consultant Team shall develop an implementation plan for each short-term initiative along with high-level guidance for implementation of longer term initiatives. This implementation approach will be incorporated into each chapter of the complete ISAP.

**Task 7 Deliverables (all items provided electronically only) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>Cost estimates with implementation plan</td>
<td>Month 11 after execution of the Agreement</td>
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<tr>
<td>Sustainability Initiatives/Strategies Grant and Partnership Evaluation memo (one draft, one final version)</td>
<td>Month 11 after execution of the Agreement</td>
</tr>
<tr>
<td>TBL-CBA sustainability business case assessment on a refined short-list of options memo (one draft, one final version)</td>
<td>Month 9 after execution of the Agreement</td>
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<tr>
<td>- Included will be a one-year subscription to AutoCase for Sites to run additional analyses for stormwater/LID Projects, including training and 60 hours of consulting support hours from team member Impact Infrastructure</td>
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</tr>
<tr>
<td>Complete Draft of ISAP document outline, inclusive of implementation plans</td>
<td>Month 11 after execution of the Agreement</td>
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</table>
Task 7 Meetings:

One (1) presentation to City Council or COW on the results of the evaluation of strategies with up to three (3) Consultant Team representatives (to occur with meetings identified in Task 2.1 or by webinar hosted by VHB)

Task 8: Develop Final ISAP

The Consultant Team shall prepare the ISAP based on previous tasks. The Consultant Team shall develop two versions of the Plan: the ISAP “Highlights” summarized and easy-to-read piece and a full detailed, technical version.

Task 8.1 Prepare ISAP “Highlights”

The Consultant Team shall prepare a proposed format for the ISAP “Highlights” report – an easy-to-read ISAP summary. The Consultant shall develop a detailed draft outline of the document for City review. The ISAP “Highlights” will be a high-quality “designed” report with color photographs and visually appealing graphics, and will be written in an engaging style. The format will accommodate hard copy and web/CD versions of the Plan.

Task 8.2 Prepare Full Technical ISAP

The Consultant Team shall also develop a detailed technical ISAP, which will contain all of the data collection and analysis as with detailed content describing analysis, recommendations, and implementation plan. The Consultant Team shall prepare a proposed format for the report and will develop a detailed draft report outline of the document for City review. The report will contain the plan and implementation details that are generally too detailed for a wide audience. The format will accommodate hard copy and electronic versions of the Plan. Two members of the Consultant Team will attend one (1) presentation to City Council for adoption of Final ISAP. Consultant Team members will assist City staff in preparation of presentation and delivery to the City Council.

Task 8 Deliverables and Schedule:

<table>
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<tr>
<td>One draft of full Technical ISAP and ISAP “Highlights” (electronically)</td>
<td>Month 13 after execution of the Agreement</td>
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<tr>
<td>One draft of Preliminary Final full Technical ISAP Technical and ISAP “Highlights” (electronically)</td>
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<td>One Final full Technical ISAP and ISAP “Highlights” (electronically in format agreed upon by City Project Manager and 20 hard copies for distribution to City Council)</td>
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Task 8 Meetings:

- Attend one (1) presentation to City Council for adoption of Final ISAP

SCHEDULE

The VHB Team will begin performance of the above services within 5 business days of the executed Agreement. The Project will be completed within sixteen (16) months from the date of Agreement execution. The schedule is subject to timely delivery of information provided by the City and is inclusive of City review of Deliverables. The Consultant Team shall develop a detailed schedule in Microsoft Excel or similar project management software agreed upon by City Project Manager to be included in the Project Management Plan prepared as part of Task 1 and updated as-needed.
## Appendix B

### ISAP Fee Proposal

<table>
<thead>
<tr>
<th>Task</th>
<th>VHB (PRIME)</th>
<th>Destination Better</th>
<th>George F. Young</th>
<th>Impact Infrastructure</th>
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* Destination Better
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</table>
A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND VANASSE HANGEN BRUSTLIN, INC. (“CONSULTANT”) FOR CONSULTANT TO DEVELOP AN INTEGRATED SUSTAINABILITY ACTION PLAN AND PROVIDE OTHER SERVICES FOR AN AMOUNT NOT TO EXCEED $247,450; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 13, 2017, the Procurement & Supply Management Department issued RFQ No. 6368 to develop an Integrated Sustainability Action Plan (ISAP) to advance the City’s sustainability initiatives including 100% clean energy goals and regional resiliency planning; and

WHEREAS, on April 4, 2017, the Procurement & Supply Management Department received eight (8) statement of qualifications in response to the RFQ; and

WHEREAS, on April 28, 2017, the selection committee (Nikki Capehart, Sharon Wright, Lisa Glover-Henderson and Brian Caper) met to discuss the statement of qualifications and five (5) firms were shortlisted; and

WHEREAS, on May 23, 2017, the five (5) shortlisted firms made presentations to the selection committee; and

WHEREAS, based on the presentations, deliberations and RFQ materials submitted by the (5) shortlisted firms, the selection committee ranked Vanasse Hangen Brustlin, Inc. (“Consultant”) as the most qualified firm to develop an Integrated Sustainability Action Plan; and

WHEREAS, Administration and Consultant have negotiated a professional services agreement for Consultant to (i) develop an Integrated Sustainability Action Plan and (ii) provide the other services set forth in the agreement for an amount not to exceed $247,450; and

WHEREAS, Administration recommends that City Council approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. (“Consultant”) for Consultant to develop an integrated
sustainability action plan and provide other services for an amount not to exceed $247,450 is hereby approved.

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

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

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

City Attorney (Designee)